FORM 513 (r.12/00)

TAX COLLECTOR'S CERTIFICATION

Application
Date / Number
Jul 7, 2014 / 140682

This is to certify that the holder listed below of Tax Sale Certificate Number 2012 / 10828.0000, 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: 15-1414-000

Certificate Holder:

CAP ONE AS COLL ASSN RMCTL2013 PO BOX 54426 NEW ORLEANS, LOUISIANA 70154 Property Owner:

AUTO MASTERS OF N W FLORIDA 2215 W STRONG ST PENSACOLA , FLORIDA 32505

Legal Description:

LTS 6 THRU 11 BLK 159 MCMILLAN S/D WEST KING TRACT OR 6651 P 1871 CA 127

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:

Cert. Year Certif	icate Number	Date of Sale	Face Amt	T/C Fee	Interest	Total
2012 10828	3.0000	06/01/12	\$787.75	\$0.00	\$149.34	\$937.09

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	9074.0000	06/01/14	\$775.49	\$6.25	\$38.77	\$820.51
2013	9891.0000	06/01/13	\$783.61	\$6.25	\$39.18	\$829.04

- Total of all Certificates in Applicant's Possession and Cost of the Certificates Redeemed by Applicant or Included (County)
 Total of Delinquent Taxes Paid by Tax Deed Application
 Total of Current Taxes Paid by Tax Deed Applicant
 Ownership and Encumbrance Report Fee
- 5. Tax Deed Application Fee
- 6. Total Certified by Tax Collector to Clerk of Court
- 7. Clerk of Court Statutory Fee
- 8. Clerk of Court Certified Mail Charge
- 9. Clerk of Court Advertising Charge
- 10. Sheriff's Fee
- 11. _____
- 12. Total of Lines 6 thru 11
- 13. Interest Computed by Clerk of Court Per Florida Statutes.....(%)
- 14. One-Half of the assessed value of homestead property. If applicable pursuant to section 197.502, F.S.
- 15. Statutory (Opening) Bid; Total of Lines 12 thru 14
- 16. Redemption Fee
- 17. Total Amount to Redeem

\$2,586.64
\$0.00
\$250.00
\$75.00
\$2,911.64
\$2,911.64
\$6.25

*Done this 7th day of July, 2014

TAX COLLECTOR, ESCAMBIA COUNTY, FLORIDA

Date of Sale:

^{*} This certification must be surrendered to the Clerk of the Circuit Court no later than ten days after this date.

Application Number: 140682

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. 10828.0000

Parcel ID Number

Date 15-1414-000 06/01/2012 Legal Description

LTS 6 THRU 11 BLK 159 MCMILLAN S/D WEST

KING TRACT OR 6651 P 1871 CA 127

2013 TAX ROLL

AUTO MASTERS OF N W FLORIDA 2215 W STRONG ST PENSACOLA, Florida 32505

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

4400 Bayou Boulevard, Suite 13B Pensacola, Florida 32503

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

OWNERSHIP AND ENCUMBRANCE REPORT

File No.: 11971

February 11, 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 02-11-1995, through 02-11-2015, and said search reveals the following:

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

Auto Masters of N.W. Florida d/b/a Auto Masters

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: Tolland

February 11, 2015

OWNERSHIP AND ENCUMBRANCE REPORT LEGAL DESCRIPTION

File No.: 11971 February 11, 2015

Lots 6 through 11, Block 159, McMillan Subdivision, West King Tract, O.R. Book 6651, page 1871, CA 127.

OWNERSHIP AND ENCUMBRANCE REPORT CONTINUATION PAGE

File No.: 11971 February 11, 2015

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

- 1. Mortgage executed by James F. Kehoe (Auto Masters of Northwest Florida, Inc., borrowers) to Beach Community Bank, dated 11/14/2003 and recorded in Official Record Book 5290 on page 392 of the public records of Escambia County, Florida. given to secure the original principal sum of \$160,000.00. Mortgage Modification recorded in O.R. Book 6022, page 843, and O.R. Book 6806, page 1060. NOTE: Mortgage encumbers several lots.
- 2. Taxes for the year 2011-2013 delinquent. The assessed value is \$36,880.00. Tax ID 15-1414-000.

PLEASE NOTE THE FOLLOWING:

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

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 CERTIFICATION: TITLE SEARCH FOR TDA
TAX DEED SALE DATE: 5-4-2015
TAX ACCOUNT NO.: 15-1414-000
CERTIFICATE NO.: 2012-10828
In compliance with Section 197.256, Florida Statutes, the following is a list of names and addresses of those persons, firms and/or agencies having legal interest in or claim against the above described property. The above referenced tax sale certificate is being submitted as proper notification of tax deed sale.
YES NO
X Notify City of Pensacola, P.O. Box 12910, 32521
X Notify Escambia County, 190 Governmental Center, 32502
X Homestead for tax year.
Auto Masters of N.W. Florida d/b/a Auto Masters 2215 W. Strong St. Pensacola, FL 32505
Beach Community Bank 33 W. Garden St. Pensacola, FL 32502
Certified and delivered to Escambia County Tax Collector, this 11th day of February , 2015 -
SOUTHERN GUARANTY TITLE COMPANY

NOTE: The above listed addresses are based upon current information available, but said addresses are not guaranteed to be true or correct.

Recorded in Public Records 10/28/2010 at 09:36 AM OR Book 6651 Page 1871, Instrument #2010070769, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording \$10.00 Deed Stamps \$0.70

QUITCLAIM DEED

THIS QUITCLAIM DEED, Executed on this 27th day of October, 2010

by first party, Grantor, James F. Kehoe, whose post office address is PO Box 1296, Gulf Breeze, Florida 32562 to second party, Grantee, Auto Masters of N.W. Florida, d/b/a Auto Masters, a corporation in the State of Florida, whose Federal ID # is 59-2967714, and whose address is 2215 W. Strong St., Pensacola, FL 32505.

WITNESSETH, That the said first party, for good consideration and for the sum of 00 Dollars paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quitclaim unto the said second party forever, all the right, title, interest and claim which the said first party has in and to the following described parcel of land, and improvements and appurtenances thereto in the County of Escambia, State of Florida to wit:

LOTS 6 THROUGH 20, BOTH INCLUSIVE, OF THE WEST KING TRACT, LYING PARTIALLY OUTSIDE THE CITY LIMITS OF THE CITY OF PENSACOLA, ESCAMBIA COUNTY, THE SAID BLOCK BEING AS SHOWN ON THE MAP OF SAID CITY COPYRIGHTED BY THOMAS C. WATSON IN 1906 AND THE SUBDIVISION OF SAID BLOCK INTO LOTS BEING AS SHOWN ON THE PLAT RECORDED IN DEED BOOK 31 AT PAGE 498 IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF SAID COUNTY.

TO HAVE AND TO HOLD, the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right title, interest, lien, equity and claim whatsoever of the said GRANTOR, either in law or equity, to the only proper use, benefit and behoof of the said GRANTEE forever.

This deed was prepared by James F. Kehoe 2605 W. GADSDEN ST. PENSACOLA FL 32505

IN WITNESS WHEREOF, GRANTOR has signed and sealed these presents the date set forth above.

SIGNED IN THE PRESENCE OF THE FOLLOWING WITNESSES.

Viewe m writians

Crafy A Smith

STATE OF FLORIDA COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 28th day of October, 2010, by James F Kenoe. He is Known to me and did not take an oath.

VICIDE M. WILLIAMS
Motory Public - State of Plottle
My Comm. Expires Mer 22, 2014
Commission # DD 90001
Readed Transh Millerd Materials

Vicke M. Vicke M Williams

James F. Keline

55.50 AGC 320 OU (T 560.00 DS 935.50

This instrument prepared by and return to: Stephen L. Walker, Attorney Moulton McEachern & Walker 5041 Bayou Boulevard, Suite 300 Pensacola, Florida 32503 OR BK 5290 PG0392 Escambia County, Florida INSTRUMENT 2003-174134

NTG DOC STANPS PD @ ESC CD \$ 560.00 11/19/03 ERNIE LEE WARDHA, CLERK

INTRNGIBLE TRX PD @ ESC CD \$ 320.00 11/19/03 ERNIE LEE MAGRINA, CLERK

STATE OF FLORIDA

COUNTY OF ESCAMBIA

MORTGAGE AND ASSIGNMENT OF RENTS, LEASES AND PROFITS

This Mortgage is made this day of November, 2003 by JAMES F. KEHOE, a married man ("Mortgagor"), and BEACH COMMUNITY BANK ("Mortgagee").

WITNESSETH:

WHEREAS, AUTO MASTERS OF NORTHWEST FLORIDA, INC., a Florida corporation ("Borrower") is indebted to Mortgagee in the principal sum of ONE HUNDRED SIXTY THOUSAND DOLLARS (\$160,000.00), together with interest thereon, as evidenced by that certain promissory note of even date herewith executed by Borrower and delivered to Mortgagee ("Note"), which by reference is made a part hereof to the same extent as though set out in full herein;

NOW, THEREFORE, to secure the performance by Mortgagor of all covenants and conditions in the Note and in this Mortgage and in all other instruments securing the Note, and in order to charge the properties, interests and rights hereinafter described with such payment and performance and to secure additional advances, renewals, extensions and modifications thereof and for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), Mortgagor does hereby mortgage, sell, pledge and assign to Mortgagee and, where applicable, grant a security interest in all of Mortgagor's right, title and interest in and to:

THE MORTGAGED PROPERTY

A. All the land located in Escambia County, Florida, more particularly described as:

SEE EXHIBIT A ANNEXED HERETO AND MADE A PART HEREOF

(the "Premises"); to have and to hold the same, together with (i) all the improvements now or hereafter erected on the Premises; (ii) all fixtures now or hereafter attached thereto ("Fixtures"); (iii) all tenements, hereditaments, streets, alleys, rights of way, easements, rights, powers, privileges, immunities and appurtenances thereunto belonging or in anywise appertaining; (iv) the reversion and reversions, remainder and remainders; and (v) all the estate, right, title, interest, homestead, right of dower, separate estate, property, possession and claim whatsoever in law as well as in equity of Mortgagor of, in and to the same in every part and parcel thereof unto Mortgagee in fee simple.

- b. The provisions of this paragraph 23 shall apply to each and every transfer coming within the terms hereof, regardless of whether or not Mortgagee has consented to, or waived by its action or inaction, its rights hereunder with respect to any previous transfer covered hereby.
- 24. DEFAULT RATE. The Default Rate shall be the highest legal rate of interest. Anything in this Mortgage to the contrary notwithstanding, the Default Rate shall at no time exceed the maximum rate permitted by applicable law whether now or hereafter in effect. The Mortgagee agrees to refund, and the Mortgagor agrees to accept refund of, any and all sums received under this Mortgage by the Mortgagor which are determined to be usurious by any court of competent jurisdiction.
- 25. CHANGES TO THE MORTGAGE. All changes, alterations, deletions or additions to the substance of any paragraph in this Mortgage which have been agreed to between Mortgagor and Mortgagee have been initialed by Mortgagor as additional proof of Mortgagor's consent.
- 26. WAIVER OF JURY TRIAL. NO PARTY TO THIS INSTRUMENT OR ANY HEIR, PERSONAL REPRESENTATIVE, SUCCESSOR OR ASSIGNEE OF A PARTY SHALL SEEK A JURY TRIAL IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM, OR ANY OTHER LITIGATION PROCEDURE BASED UPON OR ARISING OUT OF THIS INSTRUMENT, ANY RELATED INSTRUMENT, ANY COLLATERAL FOR THE NOTE OR THE DEALINGS OR THE RELATIONSHIP BETWEEN OR AMONG THE PARTIES, OR ANY OF THEM. NO PARTY SHALL SEEK TO CONSOLIDATE ANY SUCH ACTION, IN WHICH A JURY TRIAL HAS BEEN WAIVED, WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE, OR HAS NOT BEEN, WAIVED. THE PROVISIONS OF THIS PARAGRAPH HAVE BEEN FULLY DISCUSSED BY THE PARTIES HERETO, AND THESE PROVISIONS SHALL BE SUBJECT TO NO EXCEPTIONS. NO PARTY HAS IN ANY WAY AGREED WITH, OR REPRESENTED TO, ANY OTHER PARTY THAT THE PROVISIONS OF THIS PARAGRAPH WILL NOT BE FULLY ENFORCED IN ALL INSTANCES.

IN WITNESS WHEREOF, this instrument has been executed on the date first above written.

Witnesses:

Pript Name:

CTEDUCK 1. WALKER

James R. Kehoe

OR BK 5290 P80403 Escambia County, Florida INSTRUMENT 2003-174134

RCD Nov 19, 2003 02:28 pm Escambia County, Florida

EXHIBIT A

ERNIE LEE MAGAHA Clerk of the Circuit Court INSTRUMENT 2003-174134

Lots 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, and 20, Block 159, WEST KING TRACT, in the City of Pensacola, Escambia County, Florida, according to map recorded in Deed Book 31, page 498, LESS AND EXCEPT the South 5.5 feet of Lots 6 through 10 for right of way purposes.



Recorded in Public Records 11/01/2006 at 10:18 AM OR Book 6022 Page 843, Instrument #2006109913, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording \$44.00 MTG Stamps \$699.65 Int. Tax \$399.62

Stephen L. Walker, Attorney at Law Moulton McEachern & Walker Bank of America Building 5041 Bayou Boulevard Suite 300 Pensacola, Florida 32503

THIS AGREEMENT PROVIDES NOTICE OF AN ADDITIONAL ADVANCE LOAN GIVEN BY MORTGAGEE TO MORTGAGOR IN THE AMOUNT OF \$199,807.49 SECURED BY THE MORTGAGE RECORDED IN O.R. BOOK 5290, PAGE 392 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA. THIS AGREEMENT AND NOTE HAVE ALL BEEN EXECUTED BY MORTGAGOR, WHO ALSO EXECUTED THE PROMISSORY NOTE REPRESENTING THE ORIGINAL OBLIGATION. CONSEQUENTLY, PURSUANT TO <u>FLA. STAT.</u> §§199.145(4)(B) AND 201.08, INTANGIBLE TAXES IN THE AMOUNT OF \$399.61 AND DOCUMENTARY STAMP TAXES IN THE AMOUNT OF \$699.65 REPRESENTING TAXES ON THE ADDITIONAL ADVANCE LOAN, SOLELY ARE DUE AND PAYABLE AND HAVE BEEN PAID IN CONNECTION HEREWITH.

NOTICE OF ADDITIONAL ADVANCE AND

MORTGAGE AND ASSIGNMENT OF RENTS, LEASES AND PROFITS

MODIFICATION AND SPREADER AGREEMENT

This Notice of Additional Advance and Mortgage and Assignment of Rents, Leases and Profits Modification and Spreader Agreement is made and entered into this 26th day of October, 2006 by and between BEACH COMMUNITY BANK, ("Mortgagee") which term shall include the successors and assigns of the said Mortgagee whenever the context so requires or admits, and JAMES F. KEHOE, a married man, ("Mortgagor") which term shall include the successors and assigns of the said Mortgagor whenever the context so requires or admits.

WHEREAS, AUTO MASTERS OF NORTHWEST FLORIDA, INC., a Florida corporation, has previously by execution of a promissory note ("Note") dated November 14, 2003 promised to pay to the order of the Mortgagee the sum of One Hundred Sixty Thousand and NO/100 Dollars (\$160,000.00);

WHEREAS, the Note is secured by a Mortgage dated November 14, 2003 recorded in Official Records Book 5290, page 392 of the public records of Escambia County, Florida ("Mortgage");

WHEREAS, the outstanding principal balance presently due from the Mortgagor to Mortgagee is \$145,192.51 with interest due thereon as of October 26, 2006;

WHEREAS, the Mortgage encumbers the real property described in the Mortgage ("Mortgaged Property");

WHEREAS, Mortgagor has requested Mortgagee make an additional advance under the security of the Mortgage in the principal amount of One Hundred Ninety Nine Thousand Eight Hundred Seven and 49/100 Dollars (\$199,807.49) ("Additional Advance");

WHEREAS, Mortgagor owns certain real property described in deeds recorded in O.R. Book 5872, page 491 of the public records of Escambia County, Florida and Mortgagor and Mortgagee desires to include said property in the Mortgage as part of the Mortgaged Property;

WHEREAS, the indebtedness evidenced by the Note and the Additional Advance will be combined, consolidated, renewed, extended and amended pursuant to a Renewal Note of even date herewith in the principal amount of Three Hundred Forty Five Thousand and NO/100 Dollars (\$345,000.00) ("Renewal Note"); and

WHEREAS, Mortgagor and Mortgagee desire to modify and amend the Mortgage as more particularly provided herein.

NOW, THEREFORE, in consideration of the premises and of other good and valuable considerations, it is hereby agreed by and between Mortgagor and Mortgagee as follows:

- 1. Contemporaneous with the execution of this Agreement, Mortgagor shall execute the Renewal Note in the amount of \$345,000.00 in favor of Mortgagee, which Renewal Note combines, consolidates, renews and amends the Note and the Additional Advance. All references in the Mortgage to the "Note" shall be deemed to refer to the Renewal Note, as such Renewal Note may be modified, amended, supplemented, extended or renewed from time to time.
- 2. The lien of the Mortgage is hereby spread to include, and Mortgagor hereby mortgages, all of Mortgagor's interest in additional property described as

Lots 23 and 24, Block 159, WEST KING TRACT, in the City of Pensacola, Escambia County, Florida, according to the map recorded in Deed Book 31, at page 498 of the public records of Escambia County, Florida

such that the Premises, as defined in the Mortgage, shall be all of the property described in Exhibit A attached hereto and made a part hereof.

- Mortgagor hereby ratifies and confirms its obligations under the Mortgage, as hereby modified and amended, and the indebtedness secured thereby, and Mortgagor hereby represents and warrants to the Mortgagee that Mortgagor has no counterclaims, defenses or offsets to any of its obligations under the Mortgage, as hereby modified and amended, or under the Renewal Note. Nothing herein shall invalidate any security now held by Mortgagee for the payment of the indebtedness secured by the Mortgage, nor impair, nor release any covenant, condition, agreement or stipulation therein, and the same, as herein modified, shall continue in full force and effect. Mortgagor does hereby ratify, confirm and certify that the lien of the Mortgage, as hereby modified, is continuing and binding and retains its full force, effect and priority upon the Mortgaged Property, and other collateral under the Mortgage, such priority being a first lien on the Mortgaged Property and other collateral under the Mortgage. The execution of this Agreement shall not constitute a novation.
- 4. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.
- 5. Mortgagor represents and warrants that the Premises, as modified hereby, including, without limitation, the new property added to the Premises described in paragraph 2 above, is not the

homestead or residence of the Mortgagor, nor the residence of any member of Mortgagor's family, nor contiguous thereto.

6. Except as modified hereby all terms and conditions of the Mortgage shall remain the same.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed the day and year first above written.

Print Name: Asiare Q Turnas

William E. Bassett

Its: Executive Vice President

STATE OF FLORIDA

COUNTY OF ESCAMBIA

NOTARY SEAL

The foregoing instrument was acknowledged before me this Aday of October, 2006 by James F. Kehoe, who:

[X] Is personally known to me; or

Produced as identification:

Notary Public, State of Florida

Print Name: STEPHEN L. WALKER

STATE OF FLORIDA

COUNTY OF ESCAMBIA

Th William E	ne foregoing . Bassett, as	instrument was acknowledged before me this 30 day of October, 2006 by Executive Vice President of Beach Community Bank, on behalf of the Bank, who:
[1	Is personally known to me; or
[]	Produced as identification:

Notary Public, State of Florida
Print Name:

[NOTARY SEAL]



BK: 6022 PG: 847 Last Page

EXHIBIT A

Lots 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 23 and 24, Block 159, WEST KING TRACT, in the City of Pensacola, Escambia County, Florida, according to the map recorded in Deed Book 31, at page 498 of the public records of Escambia County, Florida



Recorded in Public Records 01/11/2012 at 12:25 PM OR Book 6806 Page 1060, Instrument #2012001843, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording \$18.50

THIS INSTRUMENT WAS PREPARED BY: Beach Community Bank 33 W. Garden Street Pensacola, FL 32502

STATE OF FLORIDA COUNTY OF ESCAMBIA

CROSS-COLLATERALIZATION AND CROSS-DEFAULT AGREEMENT

This Cross-Collateralization and Cross-Default Agreement is made as of the date set forth below by Auto Masters of Northwest Florida, Inc. (the Borrower), in favor of Beach Community Bank, a Florida state chartered bank (the Lender) for the following uses and purposes:

RECITALS:

- A. Borrower is indebted to Lender pursuant to that certain Promissory Note dated December 12, 2011 made by Borrower in favor of Lender in the original principal amount of \$276,352.85 (the Existing Note).
- B. Borrowers obligation to Lender under the Existing Note is secured by that certain Mortgage dated November 14, 2003 made by James F. Kehoe in favor of Lender and recorded in Official Records Book 5290, Page 392, Public Records of Escambia County, Florida (the Mortgage) and a Notice of Additional Advance and Mortgage and Assignment of Rents, Leases and Profits and Modification and Spreader Agreement dated October 26, 2006, recorded in Official Records Book 6022 Pages 843 847, Public Records of Escambia County, Florida.
- C. At the request of Borrower, Lender has agreed to make an additional loan to Borrower as evidenced by that certain Promissory Note of even date herewith, made by Borrower in favor of Lender in the original principal amount of \$6,579.06 (the New Note) subject to Borrowers agreement to cross-collateralize and cross-default the Existing Note and Mortgage with the New Note as hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

CROSS-COLLATERALIZATION: The Existing Note, New Note and Mortgage (collectively the Loan Documents) are hereby cross-collateralized so that the collateral pledged as security under the Mortgage shall additionally secure the obligations of Borrower to Lender evidenced by the New Note.

CROSS-DEFAULT: The Loan Documents are hereby cross-defaulted so that the occurrence of an event of default, or an event that but for the passage of time or giving of notice or both, would constitute an event of default under any of the Loan Documents, shall constitute default under all of the Loan Documents, in which event, any and all amounts due under any of the Loan Documents shall become immediately due and payable in full, and Lender shall have the full right and authority to pursue any and all rights and remedies to which it may be entitled under the Loan Documents, including the right to demand payment in full by Borrower of all amounts due under any of the Loan Documents.

RATIFICATION AND CONFIRMATION: Except as amended hereby, all other terms and conditions of the Loan Documents shall remain in full force and effect, and Borrower hereby ratifies and confirms the terms and conditions thereof. Borrower represents and warrants to Lender that Borrower has no counterclaims, setoffs or defenses to the rights of Lender under and of the Loan Documents.



BORROWER:

Auto Masters of Northwest Florida, Inc.

Stephen P. Kehoe, President

MORTGAGOR:

James F Kehoe

MORTGAGEE:

Beach Community Bank, A Florida State Chartered Bank

Brian P. Bell

Senior Vice-President

STATE OF FLORIDA COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 12th day of December, 2011 by Stephen P. Kehoe, who is personally known to and who did not take an oath.



Kasen E. Uan Sewer NOTARY PUBLIC
My Commission Expires:

Commission No.

STATE OF FLORIDA COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 12th day of December, 2011 by James F. Kehoe who is personally known to me and who did not take an oath.



Karen E. Uan Suver NOTARY PUBLIC
My Commission Expires:
Commission No.

STATE OF FLORIDA COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 12th day of December, 2011 by Brian P. Bell as Senior Vice President of Beach Community Bank on behalf of the corporation, who is personally known to me and did not take an oath.





Kaun Evan Suwer NOTARY PUBLIC My Commission Expires: Commission No.



JANET HOLLEY, CFC NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS AMBIA COUNTY TAX COLLECTOR ACCOUNT NUMBER **ESCROW CD** MILLAGE CODE PROPERTY REFERENCE NUMBER 15-1414-000 SEE BELOW 000S00-9060-006-159 16 **OFFICE** *Reminder* REAL ESTATE 2014 8889,0000 (850) 438-6500 Ext. 3252 PRIOR YEARS TAXES DUE AUTO MASTERS OF N W FLORIDA 2215 W STRONG ST 2200 W CERVANTES ST BLK PENSACOLA FL 32505 LTS 6 THRU 11 BLK 159 MCMILLAN S/D WEST KING TRACT TD TAX DEED APPLICATION-See Tax Roll For Full Legal Description AD VALOREM TAXES TAXING AUTHORITY MILLAGE RATE ASSESSED VALUE EXEMPTION AMOUNT TAXABLE AMOUNT TAXES LEVIED COUNTY 6.6165 36,880 36,880 244.02 **PUBLIC SCHOOLS** By Local Board 2.0850 36,880 36,880 76.89 By State Law 5.2370 36,880 36,880 193.14 PÉNSACOLA 36,880 4.2895 36,880 158.20 WATER MANAGEMENT 0.0390 36,880 36,880 1.44 M.S.T.U. LIBRARY 0.3590 36,880 36,880 13.24 RETAIN THIS **PORTION** FOR 12/10828 YOUR RECORDS TOTAL MILLAGE **AD VALOREM TAXES** 686.93 18.6260 **NON-AD VALOREM ASSESSMENTS** RATE **AMOUNT** LEVYING AUTHORITY PLEASE PAY ONLY ONE AMOUNT SHOWN IN YELLOW SHADED **AREA** NON-AD VALOREM ASSESSMENTS PAY ONLY ONE AMOUNT See reverse side for COMBINED TAXES AND ASSESSMENTS 686.93 important information **AMOUNT** May 29 2015 \$707.54 Apr 30 2015 IF PAID BY Mar 31 2015 DUF \$707.54 PLEASE PAY \$686.93 IF PAID BY JANET HOLLEY, CFC NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS **ESCAMBIA COUNTY TAX COLLECTOR** ACCOUNT NUMBER **ESCROW CD** ASSESSED VALUE MILLAGE CODE PROPERTY REFERENCE NUMBER 000S00-9060-006-159 SEE ABOVE 15-1414-000 16 *Reminder* REAL ESTATE 2014 8889.0000 PRIOR YEARS TAXES DUE **AUTO MASTERS OF N W FLORIDA** CURRENT 2215 W STRONG ST YEAR 2200 W CERVANTES ST BLK LTS 6 THRU 11 BLK 159 MCMILLAN S/D **TAXES** PENSACOLA FL 32505 BECOME DELINQUENT APRIL 1 WEST KING TRACT TD TAX DEED APPLICATION-See Tax Roll For Full Legal Descripay in u.s. Funds to escambia county tax collector • P.O. BOX 1312 • PENSACOLA, FL 32591-1312 (850) 438-6500 Ext. 3252 May 29 2015 Mar 31 2015 Apr 30 2015 IF PAID BY **RETURN WITH** \$707.54 \$707.54 \$686.93 PLEASE PAY PAYMENT

STATE OF FLORIDA COUNTY OF ESCAMBIA

CERTIFICATE OF NOTICE OF MAILING NOTICE OF APPLICATION FOR TAX DEED

CERTIFICATE # 10828 of 2012

I, PAM CHILDERS, CLERK OF THE CIRCUIT COURT OF ESCAMBIA COUNTY, FLORIDA, do hereby certify that I did on April 2, 2015, mail a copy of the foregoing Notice of Application for Tax Deed, addressed to:

AUTO MASTERS OF N W FLORIDA D/B/A AUTO MASTERS	BEACH COMMUNITY BANK
2215 W STRONG ST	33 W GARDEN ST
PENSACOLA, FL 32505	PENSACOLA FL 32502

JAMES F KEHOE
PO BOX 1296

GULF BREEZE FL 32562

JAMES F KEHOE
2605 W GADSDEN ST
PENSACOLA FL 32505

WITNESS my official seal this 2nd day of April 2015.

COUNT TOR

PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

By: Emily Hogg Deputy Clerk

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 May 4, 2015, 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 CAP ONE AS COLL ASSN RMCTL2013 holder of Tax Certificate No. 10828, issued the 1st day of June, A.D., 2012 has filed same in my office and has made application for a tax deed to be issued thereon. Said certificate embraces the following described property in the County of Escambia. State of Florida, to wit:

LTS 6 THRU 11 BLK 159 MCMILLAN S/D WEST KING TRACT OR 6651 P 1871 CA 127

SECTION 00, TOWNSHIP 0 S, RANGE 00 W

TAX ACCOUNT NUMBER 151414000 (15-393)

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

AUTO MASTERS OF N W FLORIDA D/B/A AUTO MASTERS

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 May, which is the **4th day** of May 2015.

Dated this 2nd day of April 2015.

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.

COMPTAGE TO THE PROPERTY OF TH

PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

By: Emily Hogg Deputy Clerk

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Post Property:

2200 W CERVANTES ST BLK 32505

PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

By:

Emily Hogg Deputy Clerk

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Personal Services:

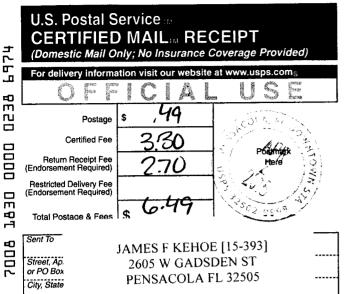
AUTO MASTERS OF N W FLORIDA D/B/A AUTO MASTERS 2215 W STRONG ST

PENSACOLA, FL 32505

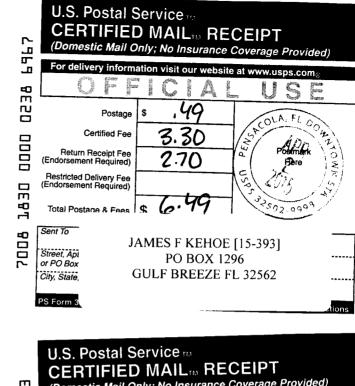
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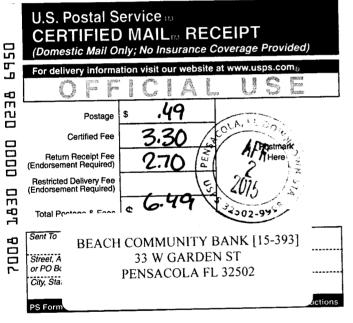
PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

By: Emily Hogg Deputy Clerk



PS Form 3







ESCAMBIA COUNTY SHERIFF'S OFFICE ESCAMBIA COUNTY, FLORIDA

NON-ENFORCEABLE RETURN OF SERVICE

15- 393

Document Number: ECSO15CIV014296NON

Agency Number: 15-006449

Court: TAX DEED
County: ESCAMBIA

Case Number: CERT NO 10828 2012

Attorney/Agent:
PAM CHILDERS
CLERK OF COURT
TAX DEED

Plaintiff:

RE: AUTO MASTERS OF N W FLORIDA DBA AUTO MASTERS

Defendant:

Type of Process: NOTICE OF APPLICATION FOR TAX DEED

Received this Writ on 4/2/2015 at 8:59 AM and served same at 8:50 AM on 4/7/2015 in ESCAMBIA COUNTY, FLORIDA, by serving POST PROPERTY, the within named, to wit: , .

POSTED TO PROPERTY PER INSTRUCTIONS FROM CLERK'S OFFICE.

DAVID MORGAN, SHERIFF ESCAMBIA COUNTY, FLORIDA

By:

E. HARRIS, CPS

Service Fee: Receipt No: \$40.00 BILL

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 May 4, 2015, 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

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TAX ACCOUNT NUMBER 151414000 (15-393)

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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 May, which is the 4th day of May 2015.

Dated this 2nd day of April 2015.

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.

Post Property:

2200 W CERVANTES ST BLK 32505

505 CI

PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

By:

Emily Hogg Deputy Clerk

ESCAMBIA COUNTY SHERIFF'S OFFICE ESCAMBIA COUNTY, FLORIDA

NON-ENFORCEABLE RETURN OF SERVICE

15- 393

Document Number: ECSO15CIV014349NON

Agency Number: 15-006517

Court: TAX DEED
County: ESCAMBIA

Case Number: CERT NO 10828 2012

Attorney/Agent:
PAM CHILDERS
CLERK OF COURT
TAX DEED

Plaintiff:

RE: AUTO MASTERS OF N W FLORIDA D/B/A AUTO MASTERS

Defendant:

Type of Process: WARNING/NOTICE OF APPLICATION FOR TAX DEED

Received this Writ on 4/2/2015 at 9:03 AM and served same at 8:50 AM on 4/8/2015 in ESCAMBIA COUNTY, FLORIDA, by serving AUTO MASTERS OF N W FLORIDA DBA AUTO MASTERS, the within named, to wit: STEPHEN KEHOE, OWNER.

DAVID MORGAN, SHERIFF ESCAMBIA COUNTY, FLORIDA

Bv:

E. HARRIS, CPS

Service Fee:

\$40.00

Receipt No:

BILL

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Personal Services:

AUTO MASTERS OF N W FLORIDA D/B/A AUTO MASTERS

2215 W STRONG ST PENSACOLA, FL 32505

COUNT

PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

By: Emily Hogg Deputy Clerk

	COMPLETE THIS SECTION ON DELIVERY
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.	A. Signature A. Signature A. Signature A. Agent Addressee B. Received by (Printed Name) C. Date of Delivery D. Is delivery address different from item 1? Yes
Auto Masters of N W Florida D/B/A Auto Masters [15-393]	If YES, enter delivery address below: □ No
2215 W STRONG ST PENSACOLA, FL 32505	3. Service Type ☐ Certified Mail ☐ Express Mail ☐ Registered ☐ Return Receipt for Merchandise ☐ Insured Mail ☐ C.O.D.
	4. Restricted Delivery? (Extra Fee) ☐ Yes
2. Article Number (Transfer from service label) PS Form 3811, February 2004 Domestic Re	
SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.	A. Signature Xi Maria Weyrock Agent Addresses
 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. 	B. Received by (Printed Name). C. Date of Delivery Maria WLycan 4 6 15 D. Is delivery address different from item 1? Yes
 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: BEACH COMMUNITY BANK [15-393]	B. Received by (Printed Name), C. Date of Delivery Maria WLycah 4 615 D. Is delivery address different from item 1? Yes
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Domestic Return Receipt

PS Form 3811, February 2004

Reducted 12/10828

HIMMITE CONTRACTOR

Clerk of the Circuit Court & Comptroller

221 Palafox Place, Suite 110

Official Records

Pam Childers

Pensacola, FL 32502

US POSTAGE 04/02/2015 neopost

\$06.489

ZIP 32502 041L11221084

JAMES F KEHOE [15-393] PO BOX 1296

GULF BREEZE FL 32

RETURN TO SENDER DELIVERABLE AS ADDRESSED UNABLE TO FORWARD LOZ Z

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Clerk of the Circuit Court & Comptroller

Pam Childers

221 Palafox Place, Suite 110

Official Records

Pensacola, FL 32502

US POSTAGE 04/02/2015 neopost

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THE ESCAMBIA SUN-PRESS, LLC

PUBLISHED WEEKLY SINCE 1948



(Warrington) Pensacola, Escambia County, Florida

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PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA
By: (SEAL)
Emily Hogg
Deputy Clerk

oaw-4w-04-02-09-16-23-2015

STATE OF FLORIDA

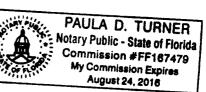
County of Escambia

PAULA D. TURNER

Before the undersigned authority personally appeared MICHAEL P. DRIVER

who is personally known to me and who on oath says that he is Publisher of The Escambia Sun Press, a weekly newspaper published at (Warrington) Pensacola in Escambia County, Florida; that the attached copy of advertisement, being a

rioriua; that the at	nached copy	oi auvertis	ement, being	a
NOTICE	in the ma	tter of	SALE	
05/04/2015 - TAX	CERTIFICA	TE # 10828		
	_ in the	CIRCUIT		Court
was published in sa	id newspap	er in the iss		
APRIL 2, 9, 16, 23	, 2015			
Escambia County, heretofore been of County, Florida escans mail matter Escambia County, preceding the fir advertisement; and paid nor promise discount, rebate, of securing this advantage.	continuously ach week a at the po Florida, f st publicat d affiant fu commission	y published and has bee st office in for a period tion of the arther says son, firm or refund	in said Es n entered as Pensacola, d of one yes attached of that he has or corporati for the pur cation in the	scambia second in said ar nex copy of neither on any
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Sworn to and subsc APRIL	ribed befor	e me this	23RD A.D., 20 15	
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NOTARY PUBLIC