

**TAX COLLECTOR'S CERTIFICATION**

**Application  
Date / Number  
Jul 7, 2014 / 140684**

This is to certify that the holder listed below of Tax Sale Certificate Number **2012 / 10854.0000** , 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: 15-1620-000**

**Certificate Holder:**  
CAP ONE AS COLL ASSN RMCTL2013  
PO BOX 54426  
NEW ORLEANS, LOUISIANA 70154

**Property Owner:**  
MCDOWELL LORRAINE S  
C/O MELISSA A THOMAS  
7096 BROOK ST  
LITHIA SPRINGS , GEORGIA 30122

**Legal Description:**

W 28 3/10 FT OF LT 3 ALL LT 4 & E 1 50/100 FT OF LT 5 BLK 195 FERRIS S/D WEST KING TRACT OR 3097 P 763 CA 126

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	Certificate Number	Date of Sale	Face Amt	T/C Fee	Interest	Total
2012	10854.0000	06/01/12	\$1,401.32	\$0.00	\$250.49	\$1,651.81

**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	9103.0000	06/01/14	\$1,315.16	\$6.25	\$65.76	\$1,387.17
2013	9916.0000	06/01/13	\$1,382.08	\$6.25	\$69.10	\$1,457.43

1. Total of all Certificates in Applicant's Possession and Cost of the Certificates Redeemed by Applicant or Included (County)
2. Total of Delinquent Taxes Paid by Tax Deed Application
3. Total of Current Taxes Paid by Tax Deed Applicant
4. 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

\$4,496.41
\$0.00
\$250.00
\$75.00
\$4,821.41
\$4,821.41
\$6.25

\*Done this 7th day of July, 2014

TAX COLLECTOR, ESCAMBIA COUNTY, FLORIDA

By 

Date of Sale: Aug 9, 2014

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

## 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:

<b>Certificate No.</b>	<b>Parcel ID Number</b>	<b>Date</b>	<b>Legal Description</b>
10854.0000	15-1620-000	06/01/2012	W 28 3/10 FT OF LT 3 ALL LT 4 & E 1 50/100 FT OF LT 5 BLK 195 FERRIS S/D WEST KING TRACT OR 3097 P 763 CA 126

**2013 TAX ROLL**

MCDOWELL LORRAINE S  
C/O MELISSA A THOMAS  
7096 BROOK ST  
LITHIA SPRINGS , Georgia 30122

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)  
Applicant's Signature

07/07/2014  
Date

# Southern Guaranty Title Company

4400 Bayou Boulevard, Suite 13B  
Pensacola, Florida 32503  
Telephone: 850-478-8121  
Facsimile: 850-476-1437

15-395

## OWNERSHIP AND ENCUMBRANCE REPORT

File No.: 11973

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:

Lorraine S. McDowel/ Lorraine S. McDowell Revocable Trust dated 08-23-2000/ Melissa A. Thomas

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: 

February 11, 2015

**OWNERSHIP AND ENCUMBRANCE REPORT  
LEGAL DESCRIPTION**

File No.: 11973

February 11, 2015

**West 28.3 feet of Lot 3, all of Lot 4 and East 1.5 feet of Lot 5, Block 195, Ferris  
Subdivision, West King Tract, O.R. Book 3097, page 763, CA 126.**

**OWNERSHIP AND ENCUMBRANCE REPORT  
CONTINUATION PAGE**

File No.: 11973

February 11, 2015

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

1. Taxes for the year 2011-2013 delinquent. The assessed value is \$62,003.00. Tax ID 15-1620-000.

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: rcsgr@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.: 15-1620-000

CERTIFICATE NO.: 2012-10854

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 \_\_\_\_\_ tax year.


Lorraine S. McDowell  
Lorraine S. McDowell Revocable  
Trust dated 8-23-2000  
7121 Pine Forest Rd.  
Pensacola, FL 32526

Unknown Tenants  
2505 W. Cervantes St.  
Pensacola, FL 32505

Melissa A. Thomas  
7096 Brook St.  
Lithia Springs, GA 30122

Certified and delivered to Escambia County Tax Collector,  
this 11th day of February, 2015.

SOUTHERN GUARANTY TITLE COMPANY

  
by: Richard S. Combs, President

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

This instrument prepared by  
and return to:  
Ronald L. Nelson, Esq.  
517 East Government Street  
Pensacola, FL 32501  
(850) 434-1700

QUIT CLAIM DEED

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

PARCEL ID NO. 00-08-00-9060-003-195

KNOW ALL MEN BY THESE PRESENTS, that LORRAINE S. McDOWELL, as Trustee of the Lorraine S. McDowell Revocable Trust, governed by the Trust Agreement for the Lorraine S. McDowell Revocable Trust Dated August 23, 2000, whose address is 7121 Pine Forest Road, Pensacola, Florida 32526, GRANTOR, for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby release, remise and quit claim unto MELISSA A. THOMAS, whose address is 7096 Brook Street, Lithia Springs, Georgia 30122, GRANTEE, her heirs, executors, administrators and assigns, forever, all the right, title, interest, and claim which GRANTOR has in and to the following described property, situated in the County of Escambia, State of Florida, to-wit:


Lots 3, 4 and the East 1.50 feet of Lot 5, Block 195 of the West King Tract, lying outside the corporate limits of the City of Pensacola, Escambia County, Florida, according to Plat of resubdivision of said block recorded in Deed Book 64, Page 267 of the Public Records of said County. Less that portion which is included in the right-of-way of West Cervantes Street. Said property located in Escambia County, Florida.


THE ABOVE DESCRIBED PROPERTY IS NOT THE CONSTITUTIONAL HOMESTEAD OF GRANTOR OR ANY SPOUSE OR MINOR CHILD OF GRANTOR.


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

In Witness Whereof, GRANTOR has hereunder executed this deed on this 5 day of April, 2011.

Signed in the presence of the following witnesses:

  
Print Name: MELISSA A. THOMAS

  
LORRAINE S. McDOWELL, as Trustee  
of the Lorraine S. McDowell  
Revocable Trust

  
Print Name: RONALD L. NELSON

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 5 day of April, 2011, by LORRAINE S. McDOWELL, as Trustee of the Lorraine S. McDowell Revocable Trust, who is personally known to me and who did not take an oath.



  
Notary Public

This instrument prepared by  
and return to:  
Ronald L. Nelson, Esq.  
517 East Government Street  
Pensacola, FL 32501  
(850) 434-1700

QUIT CLAIM DEED

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

PARCEL ID NO. 00-08-00-9060-003-195

KNOW ALL MEN BY THESE PRESENTS, that LORRAINE S. McDOWELL, as Trustee of the Lorraine S. McDowell Revocable Trust, governed by the Trust Agreement for the Lorraine S. McDowell Revocable Trust Dated August 23, 2000, whose address is 7121 Pine Forest Road, Pensacola, Florida 32526, GRANTOR, for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby release, remise and quit claim unto MELISSA A. THOMAS, whose address is 7096 Brook Street, Lithia Springs, Georgia 30122, GRANTEE, her heirs, executors, administrators and assigns, forever, all the right, title, interest, and claim which GRANTOR has in and to the following described property, situated in the County of Escambia, State of Florida, to-wit:


Lots 3, 4 and the East 1.50 feet of Lot 5, Block 195 of the West King Tract, lying outside the corporate limits of the City of Pensacola, Escambia County, Florida, according to Plat of resubdivision of said block recorded in Deed Book 64, Page 267 of the Public Records of said County. Less that portion which is included in the right-of-way of West Cervantes Street. Said property located in Escambia County, Florida.


THE ABOVE DESCRIBED PROPERTY IS NOT THE CONSTITUTIONAL HOMESTEAD OF GRANTOR OR ANY SPOUSE OR MINOR CHILD OF GRANTOR.


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

In Witness Whereof, GRANTOR has hereunder executed this deed on this 5 day of April, 2011.

Signed in the presence of the following witnesses:

  
Print Name: RONALD L. NELSON

  
LORRAINE S. McDOWELL, as Trustee  
of the Lorraine S. McDowell  
Revocable Trust

  
Print Name: RONALD L. NELSON

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 5 day of April, 2011, by LORRAINE S. McDOWELL, as Trustee of the Lorraine S. McDowell Revocable Trust, who is personally known to me and who did not take an oath.



  
Notary Public



9+1.50  
168.00

QUIT CLAIM DEED

STATE OF FLORIDA

COUNTY OF ESCAMBIA

KNOW ALL MEN BY THESE PRESENTS, That JACKIE M. SHARP, a divorced and unmarried man, Grantor, County of Escambia, State of Florida for love and other good and valuable consideration, the receipt whereof is hereby acknowledged, do remise, release, and quitclaim any and all of his right, title, and interest, of whatsoever kind and nature, in and to the below described property unto LORRAINE S. McDOWELL, 7121 Pine Forest Road, Pensacola, Florida 32506, Grantee, and to her agents, administrators and assigns, the following described property, lying, situated, and being in, the County of Escambia, State of Florida, to-wit:

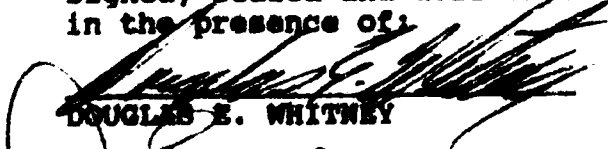
Lots 3, 4 and the East 1.50 feet of Lot 5, Block 195 of the West King Tract, lying outside the corporate limits of the City of Pensacola, Escambia County, Florida, according to Plat of resubdivision of said block recorded in Deed Book 64, Page 267 of the Public Records of said County. Less that portion which is included in the right-of-way of West Cervantes Street.

Subject to that certain mortgage into E.L. Harris.

Together with all and singular the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining, free from all exemptions, right of homestead, elective share, family allowance, or any other right or interest, of whatsoever kind or nature.

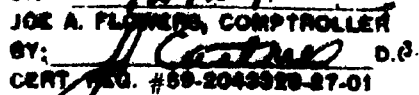
IN WITNESS WHEREOF, I have hereunto my hand and seal this 19<sup>th</sup> day of August, 1991.

Signed, sealed and delivered in the presence of:

  
DOUGLAS E. WHITNEY

 (SEAL)  
JACKIE M. SHARP

  
AUTUMN R. BYRD

D. S. PD. 168.00  
DATE 12-12-91  
JOE A. FLOWERS, COMPTROLLER  
BY:  D.S.  
CERT. REG. #55-204322-27-01

STATE OF FLORIDA

COUNTY OF ESCAMBIA

This day, before the undersigned Notary Public, personally appeared JACKIE M. SHARP, to me well known to be the individual described in and who executed the foregoing Quit Claim Deed, and acknowledged that he executed the same for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, this 19th day of August, 1998

*[Handwritten Signature]*  
NOTARY PUBLIC  
My Commission Expires: *[Handwritten Date]*



PREPARED BY:  
DOUGLAS E. WHITNEY, Esquire  
SENIOR CITIZENS LAW CENTER  
1010 West Garden Street  
Post Office Box 28  
Pensacola, Florida 32591-0028  
(904) 438-3231

IN BOOK & PAGE NOTED ABOVE  
JOE A. FLORES, COMPTROLLER  
ESCAMBIA COUNTY

FILED  
THE PUBLIC RECORDS OF  
ESCAMBIA COUNTY  
FLORIDA  
AUG 17 3 38 PM '98

921389

24.00.  
.70

OR BK 4597 P61262  
Escambia County, Florida  
INSTRUMENT 2000-764770

DEED REC STAMPS PD 9 ESC CO \$ 0.70  
08/24/00 ESCAMBIA LES WARRANT CLEM  
By: *Sally M...*

✓ This instrument prepared by  
and return to:  
Ronald L. Nelson, Esq.  
517 East Government Street  
Pensacola, FL 32501

**WARRANTY DEED TO TRUSTEE**

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

PARCEL ID NO.: 24-18-31-3102-000-000  
PARCEL ID NO.: 00-08-00-9025-020-247

THIS INDENTURE WITNESSETH, That the Grantor, LORRAINE S. McDOWELL, whose address is 7121 Pine Forest Road, Pensacola, Florida 32526, for and in consideration of Ten and No/100 (\$10.00) Dollars and other good and valuable consideration in hand paid, does grant, bargain, sell, assign, convey and confirm unto LORRAINE S. McDOWELL, as Trustee of the Lorraine S. McDowell Revocable Trust, governed by the Trust Agreement for the Lorraine S. McDowell Revocable Trust Dated August 23, 2000, of 7121 Pine Forest Road, Pensacola, Florida 32526 (mail tax bills to 7121 Pine Forest Road, Pensacola, Florida 32526), an undivided one-half interest in the following described real estate in the County of Escambia and State of Florida, to-wit:

SEE ATTACHED EXHIBIT "A"

hereinafter called "the property."

To HAVE AND TO HOLD the said property in fee simple upon the trust and for the uses and purposes herein and in said trust agreement set forth.

Full power and authority is hereby granted to said Trustee to improve, subdivide, protect, conserve, sell, lease, encumber and otherwise manage and dispose of said property or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to re-subdivide said property as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey either with or without consideration, to convey said property or any part thereof to a successor or successors in trust and to grant to such successor or successors in trust all of the title, estate, powers and authorities vested in said Trustee, to donate, to dedicate, to mortgage, pledge or otherwise encumber said property, or any part thereof, to lease said property, or any part thereof, from time to time, in possession or reversion, by leases to commence in praesenti or futuro, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise the term of 99 years, and to renew or extend leases upon any terms and for any period or periods of time and to amend, change or modify leases and the terms and provisions thereof at any time or times hereafter, to contract to make leases and to grant options to lease and options to renew leases and options to purchase the whole or any part of the reversion and to contract respecting the manner of fixing the amount of present or future rentals, to partition or to exchange said property, to submit said property to condominium, to grant easements or charges of any kind, to release, convey or assign any right, title or interest in or about or easement appurtenant to said premises or any part thereof, and to deal with said property and every part thereof in all other ways and for such other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to or different from the ways above specified, at any time or times hereafter.

(a) In the event LORRAINE S. McDOWELL (the initial trustee) resigns, in writing, from serving as trustee, or becomes unwilling or unable to serve as trustee and does not object to ceasing to serve as trustee, or in the event LORRAINE S. McDOWELL has been determined by a court of competent jurisdiction to lack

competency, capability or capacity, or if the personal physician of LORRAINE S. McDOWELL certifies in writing that LORRAINE S. McDOWELL lacks competency, capability or capacity, then the settlor's son, JAMES R. McDOWELL (who at the time of execution hereof resides at 7121 Pine Forest Road, Pensacola, Florida 32526), shall become the successor trustee (herein called "successor trustee" or "trustee") of the LORRAINE S. McDOWELL Revocable Trust, with all of the powers and duties of the said initial trustee. In the event JAMES R. McDOWELL also is or becomes unable or unwilling to serve as trustee, then the settlor's sister, JUNE ARCHULETA (who at the time of execution hereof resides at 7909 Sabra Drive, Pensacola, Florida 32514), shall serve as such trustee of the LORRAINE S. McDOWELL Revocable Trust.

(b) Upon the death of LORRAINE S. McDOWELL, the settlor's son, JAMES R. McDOWELL, shall serve as successor trustee (herein called "successor trustee" or "trustee") of the LORRAINE S. McDOWELL Revocable Trust. In the event JAMES R. McDOWELL is or becomes unable or unwilling to serve as trustee, then the settlor's sister, JUNE ARCHULETA, shall serve as trustee of the LORRAINE S. McDOWELL Revocable Trust.

The Successor Trustee is hereby granted the same powers with respect to the real property described above as are granted to the initial Trustee in this deed.

Any person dealing with the Trustee shall deal with said Trustee in the order as set forth above. However, no person shall deal with a Successor Trustee until one or more of the following have been received by said person or placed of record in the aforementioned county, and upon such receipt or the placing of any of said items in the public records of said county, the prior Trustee named herein shall be deemed to have ceased being a Trustee hereunder:

- A. A certified copy of death certificate of the prior Trustee.
- B. An affidavit of resignation of the prior Trustee.
- C. An affidavit executed by a Successor Trustee stating that such Successor Trustee has received a certificate in writing executed by the prior Trustee's attending physician certifying that such prior Trustee has become incapable of the management of his business and personal affairs by reason of physical or mental disability, with such original certificate attached as an exhibit to such affidavit.
- D. A certified copy of an Order entered by a Court of competent jurisdiction stating that a prior Trustee has been determined by such Court to lack competency, capability or capacity.

Any contract, obligation or indebtedness incurred or entered into by the Trustee in connection with said property shall be as Trustee of an express trust and not individually and the Trustee shall have no obligation or indebtedness except only so far as the trust property in the actual possession of the Trustee shall be applicable for the payment and discharge thereof; and it shall be expressly understood that any representations, warranties, covenants, undertakings and agreements hereinafter made on the part of the Trustee, while in form purporting to be the representations, warranties, covenants, undertakings and agreements of said Trustee, are nevertheless made and intended not as personal representations, warranties, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally, but are made and intended for the purpose of binding only the trust property specifically described herein; and that no personal liability or personal responsibility is assumed by nor

shall at any time be asserted or enforceable against the Trustee individually on account of any instrument executed by or on account of any representation, warranty, covenant, undertaking or agreement of the said Trustee, either expressed or implied, all such personal liability, if any, being expressly waived and released and all persons and corporations whomsoever and whatsoever shall be charged with notice of this condition from the date of the filing for record of this Deed.

In no case shall any party dealing with said Trustee in relation to said property, or to whom said property or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said Trustee, be obliged to see to the application of any purchase money, rent, or money borrowed or advanced on said property, or be obliged to see that the terms of the said trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of said Trustee, or be obliged or privileged to inquire into any of the terms of said trust agreement; and every deed, trust deed, mortgage, lease or other instrument executed by said Trustee in relation to said property shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease or other instrument, (a) that at the time of the delivery thereof the trust created by said trust agreement was in full force and effect, (b) that such conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this deed and in said trust agreement and binding upon all beneficiaries thereunder, and (c) that the Trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument.


The interest of each beneficiary under the aforesaid Trust Agreement and of all persons claiming under them or any of them shall be only in the possession, earnings, avails and proceeds arising from the sale or other disposition of said property, and such interest is hereby declared to be personal property, and no beneficiary shall have any title or interest, legal or equitable, in or to said property as such, but only an interest in the possession, earnings, avails and proceeds thereof as aforesaid.

AND the Grantor hereby covenants with Grantee that Grantor is lawfully seized of said property in fee simple; that the Grantor has good right and lawful authority to sell and convey said property; that the Grantor hereby fully warrants the title to said property and will defend the same against the lawful claims of all persons whomsoever; and that said property is free of all encumbrances; except applicable zoning ordinances and reservations, restrictions, conditions, easements, encumbrances and liens of record or that would be shown by an accurate, current survey and inspection of the premises, and taxes accruing subsequent to 1999.


IN WITNESS WHEREOF, the Grantor has hereunto set her hand and seal this 23 day of August, 2000.

Signed, sealed and delivered  
in our presence:

GRANTOR:

  
Witness  
Printed Name Cheryl L. Warren

  
LORRAINE S. MCDOWELL

  
Witness  
Printed Name: Tricia Moore

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 23 day of August, 2000, by LORRAINE S. McDOWELL, who is personally known to me or who has produced FL drivers license as identification and who did not take an oath.



RONALD L. NELSON  
Notary Public - State of Florida  
My comm. expires March 30, 2003  
Comm. No. CC802582

RPN  
NOTARY PUBLIC

EXHIBIT "A"

PARCEL ONE

Lots 3, 4 and the East 1.50 feet of Lot 5, Block 195 of the West King Tract, lying outside the corporate limits of the City of Pensacola, Escambia County, Florida, according to Plat of resubdivision of said block recorded in Deed Book 64, Page 267 of the Public Records of said County. Less that portion which is included in the right-of-way of West Cervantes Street. Said property located in Escambia County, Florida.

PARCEL TWO

The West Twenty (20) feet of Lot Seventeen (17), all of Lot Eighteen (18) and the South Seventy-Two (72) feet and Six (6) inches of Lots Nineteen (19) and Twenty (20), in Block Two Hundred Forty-Seven (247), New City Tract, according to map of said City of Pensacola copyrighted by Thos. C. Watson in 1906. Said property located in Escambia County, Florida.

RCD Aug 24, 2000 10:22 am  
Escambia County, Florida

Ernie Lee Magaha  
Clerk of the Circuit Court  
INSTRUMENT 2000-764770