

TAX COLLECTOR'S CERTIFICATION

Application
Date / Number
Jun 29, 2015 / 150164

This is to certify that the holder listed below of Tax Sale Certificate Number **2013 / 1919.0000**, issued the **1st day of June, 2013**, and which encumbers the following described property located in the County of Escambia, State of Florida to wit: **Parcel ID Number: 04-0474-000**

Certificate Holder:

B LOW LLC AND CBBTL LLC PARTNE CITIBANK, N.A., AS
4747 EXECUTIVE DR., STE 510
SAN DIEGO, CALIFORNIA 92121

Property Owner:

EVANS DAN E
6291 MOCKINGBIRD LN
PENSACOLA, FLORIDA 32503

Legal Description:

BEG AT SE COR OF SEC 28 N 11 DEG E 926 FT S 79 DEG E 432 FT FOR POB N 11 DEG E 200 FT S 79 DEG E 396 FT S 11 DEG W 200 FT N 79 DEG W 396 FT TO POB OR ...

See attachment for full legal description.

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

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

Cert. Year	Certificate Number	Date of Sale	Face Amt	T/C Fee	Interest	Total
2013	1919.0000	06/01/13	\$3,219.85	\$0.00	\$160.99	\$3,380.84

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
2015	1722.0000	06/01/15	\$3,144.71	\$6.25	\$157.24	\$3,308.20
2014	1593.0000	06/01/14	\$3,140.78	\$6.25	\$157.04	\$3,304.07

1. Total of all Certificates in Applicant's Possession and Cost of the Certificates Redeemed by Applicant or Included (County) \$9,993.11
2. Total of Delinquent Taxes Paid by Tax Deed Application \$0.00
3. Total of Current Taxes Paid by Tax Deed Applicant \$200.00
4. Ownership and Encumbrance Report Fee \$125.00
5. Tax Deed Application Fee \$10,318.11
6. Total Certified by Tax Collector to Clerk of Court \$10,318.11
7. Clerk of Court Statutory Fee \$111,079.50
8. Clerk of Court Certified Mail Charge \$6.25
9. Clerk of Court Advertising Charge \$6.25
10. Sheriff's Fee \$6.25
11. \$6.25
12. Total of Lines 6 thru 11 \$10,318.11
13. Interest Computed by Clerk of Court Per Florida Statutes.....(%) \$0.00
14. One-Half of the assessed value of homestead property. If applicable pursuant to section 197.502, F.S. \$6.25
15. Statutory (Opening) Bid; Total of Lines 12 thru 14 \$6.25
16. Redemption Fee \$6.25
17. Total Amount to Redeem \$6.25

*Done this 29th day of June, 2015

TAX COLLECTOR, ESCAMBIA COUNTY, FLORIDA

By 

Date of Sale: 9/8/15

* 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,

**B LOW LLC AND CBBTL LLC PARTNE CITIBANK,
N.A., AS
4747 EXECUTIVE DR., STE 510
SAN DIEGO, California, 92121**

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

Certificate No.	Parcel ID Number	Date	Legal Description
1919.0000	04-0474-000	06/01/2013	BEG AT SE COR OF SEC 28 N 11 DEG E 926 FT S 79 DEG E 432 FT FOR POB N 11 DEG E 200 FT S 79 DEG E 396 FT S 11 DEG W 200 FT N 79 DEG W 396 FT TO POB OR 4671 P 480 LESS OR 283 P 884 COUNTY RD R/W

2014 TAX ROLL

EVANS DAN E
6291 MOCKINGBIRD LN
PENSACOLA , Florida 32503

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.

jsherpa (John Lemkey)

06/29/2015

Applicant's Signature

Date

FORM 513
(r.12/00)

TAX COLLECTOR'S CERTIFICATION

APPLICATION DATE

6/29/2015

FULL LEGAL DESCRIPTION
Parcel ID Number: 04-0474-000

July 06, 2015

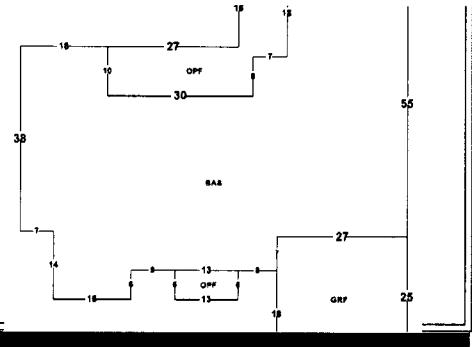
Tax Year: 2012

Certificate Number: 1919.0000

BEG AT SE COR OF SEC 28 N 11 DEG E 926 FT S 79 DEG E 432 FT FOR POB N 11 DEG E 200 FT S 79 DEG E 396 FT S 11 DEG W 200 FT N 79 DEG W 396 FT TO POB OR 4671 P 480 LESS OR 283 P 884 COUNTY RD R/W

NO. STORIES-1
ROOF COVER-DIMEN/ARCH SHNG
ROOF FRAMING-HIP
STORY HEIGHT-0
STRUCTURAL FRAME-WOOD FRAME

 Areas - 4844 Total SF
BASE AREA - 3617
GARAGE FIN - 675
OPEN PORCH FIN - 552



Images



7/22/14

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

Last Updated:07/09/2015 (tc.11158)

EXHIBIT A
LEGAL DESCRIPTION

(PARCEL 1)

THE LAND REFERRED TO IN THIS EXHIBIT IS LOCATED IN THE STATE OF FLORIDA IN THE COUNTY OF ESCAMBIA IN DEED BOOK 4671 PAGE 480 AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 28, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, THENCE RUN NORTH 11°00'00" EAST ALONG THE EAST LINE OF SAID SECTION 28 FOR 926.00 FEET; THENCE RUN SOUTH 79°00'00" EAST FOR 432.00 FEET FOR THE POINT OF BEGINNING; THENCE RUN NORTH 10°53'00" EAST FOR 200.00 FEET; THENCE RUN SOUTH 79°00'00" EAST FOR 396.00 FEET TO THE WEST RIGHT OF WAY LINE OF MOCKINGBIRD ROAD (50' R/W); THENCE RUN SOUTH 10°53'00" WEST ALONG SAID WEST RIGHT OF WAY LINE FOR 200.00 FEET, THENCE RUN NORTH 79°00'00" WEST FOR 396.00 FEET TO THE POINT OF BEGINNING. CONTAINING 1.82 ACRES MORE OR LESS. LESS AND EXCEPT ANY PORTION LYING WITHIN THE ROAD RIGHT OF WAY.

(PARCEL 2)

THE LAND REFERRED TO IN THIS EXHIBIT IS LOCATED IN THE STATE OF FLORIDA IN THE COUNTY OF ESCAMBIA IN DEED BOOK 2111 PAGE 29 AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT 28, BLOCK 73, WEST KING TRACT, BELMONT NUMBERING IN THE CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA ACCORDING TO MAP OF SAID CITY COPYRIGHTED BY THOMAS C. WATSON IN 1906.

(PARCEL 3)

THE LAND REFERRED TO IN THIS EXHIBIT IS LOCATED IN THE STATE OF FLORIDA IN THE COUNTY OF ESCAMBIA IN DEED BOOK 1134, PAGE 877, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE WEST 31 FEET OF THE EAST 250 FEET OF THE NORTH 150 FEET OF BLOCK 76, WEST KING TRACT, BELMONT NUMBERING, AS PER MAP OF THE CITY OF PENSACOLA, COPYRIGHTED BY THOMAS C. WATSON IN THE 1906.

(PARCEL 4)

THE LAND REFERRED TO IN THIS EXHIBIT IS LOCATED IN THE STATE OF FLORIDA IN THE COUNTY OF ESCAMBIA IN DEED BOOK 2473 PAGE 839 AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT 30, IN BLOCK 73, WEST KING TRACT, BELMONT NUMBERING, INN THE CITY OF PENSACOLA, FLORIDA, ACCORDING TO MAP OR SAID CITY COPYRIGHTED IN 1906 BY THOMAS. C. WATSON.

18. Acceleration; Remedies. Except as provided in paragraph 16, if Borrower is in default due to the occurrence of any of the events of default provided in the "DEFAULT; TERMINATION AND ACCELERATION BY LENDER" provision of the Note, Lender shall give Borrower notice specifying: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorneys' fees if and as permitted by applicable law and costs of title evidence.

19. Lender in Possession; Assignment of Rents. Upon acceleration under paragraph 18 or abandonment of the Property, Lender (by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds, and reasonable attorneys' fees if and as permitted by applicable law, and then to the sums secured by this Security Instrument. Nothing herein contained shall be construed as constituting Lender a "mortgagee in possession" unless Lender shall have entered into and shall remain in actual possession of the Property.

20. Release. Upon payment of all sums secured by this Security Instrument, Lender shall discharge this Security Instrument, Borrower shall pay any recordation costs.

21. Advances to Protect Security. This Security Instrument shall secure the unpaid balance of advances made by Lender, with respect to the Property, for the payment of taxes, assessments, insurance premiums and costs incurred for the protection of the Property.

22. Mortgagors further agree not to violate any laws, ordinances or regulations of any nature whatsoever including but not limited to all environmental laws affecting said real property. Any such violation shall be deemed a default herein and Mortgagors agree to indemnify, defend and hold Mortgagee harmless against any claims and damages directly or indirectly caused by Mortgagors' actions including but not limited to clean-up costs arising thereunder and any reasonable attorneys' fees and costs appertaining thereto, and that said claims and damages shall be deemed additional sums due under the mortgage indebtedness set forth in the note executed in conjunction herewith.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and expressly releases and waives Borrower's right of homestead in the Property. Borrower and Spouse does not hereby waive or release any homestead tax exemption which may be available to Borrower.

By signing below, SHIRLEY EVANS, the spouse of Borrower, has also executed this instrument solely for the purpose of mortgaging and releasing (and does hereby so release and mortgage) all of such spouse's rights of homestead in the property.

Witnesses:

PAMELA BARKSDALE

Print or type name

DAN E. EVANS

Borrower
Print or type name

(Seal)

HEATHER CROMER

Print or type name

SHIRLEY EVANS

Borrower
Print or type name

(Seal)

STATE OF FLORIDA ESCAMBIA

County ss:

The foregoing instrument was acknowledged before me this 15th day of November, 2006 by

DAN E. EVANS AND SHIRLEY EVANS

or who has produced DRIVERS LICENSE

(type of identification)

who is personally known to me

and who did (did not) take an oath.

(Signature of Person Taking Acknowledgment)

(Name of Acknowledger)

(Rank/Title of Acknowledger)

(Serial No. if any)



PAMELA BARKSDALE
COMMISSION # DD430704
EXPIRES: July 8, 2009

9. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid by Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fractions: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument whether or not then due.

Unless the Note provides otherwise, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

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 Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

12. **Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceed permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower.

13. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

14. **Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

15. **Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

16. **Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised if the exercise of this option by Lender is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

17. **Borrower's Right to Reinstate.** To the extent required by applicable law, Borrower may have the right to have enforcement of this Security Instrument discontinued. Upon reinstatement by Borrower, this Security Instrument and the obligations secured thereby shall remain fully effective as if no acceleration had occurred.

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

BORROWER COVENANTS that Borrower is lawfully 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 any encumbrances of record.

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. **Funds for Taxes and Insurance.** At the request of Lender, Borrower shall begin making monthly payments into an escrow account for the payment of yearly taxes, insurance and other yearly charges imposed upon the Property.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied as provided in the Note.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner prescribed by Lender and on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

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" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval, which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. 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.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless the Note provides otherwise, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 18 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. **Preservation and Maintenance of Property; Leaseholds.** Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

7. **Protection of Lender's Rights in the Property; Mortgage Insurance.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees if and as permitted by applicable law, and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. **Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

This Instrument was prepared by:

AMERICAN GENERAL HOME EQUITY, INC.
730 W GARDEN ST
PENSACOLA, FL 32502-4736

Account No. 07083371

(Space Above This Line for Recording Data)

OPEN-END MORTGAGE

**AMERICAN
GENERAL
FINANCIAL SERVICES**

THIS OPEN-END MORTGAGE ("Security Instrument") is given on 11/15/06. The mortgagor is
DAN E. EVANS AND SHIRLEY EVANS

(HUSBAND AND WIFE
(indicate marital status))

This Security Instrument is given to AMERICAN GENERAL HOME EQUITY, INC.

whose address is 730 W GARDEN ST which is organized and existing under the laws of FLORIDA, and
PENSACOLA, FL 32502-4736

(Lender). Borrower may incur indebtedness to Lender in amounts fluctuating from time to time up to the appraised value of the real estate secured under this Security Instrument, but not exceeding the Credit Limit set by Lender (initially \$ 200000.00), which amount constitutes the maximum principal amount that may be secured at any one time under this Security Instrument. This debt is evidenced by Borrower's Home Equity Line of Credit Agreement dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable as provided in the Note. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note; and (d) the unpaid balances of loan advances made after this Security Instrument is delivered to the recorder for record. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in ESCAMBIA County, Florida:

SEE EXHIBIT A

Prior Instrument Reference: Volume _____, Page _____;

FLX261 (04-16-06) HELOC Real Estate Mortgage

**RESIDENTIAL SALES
ABUTTING ROADWAY
MAINTENANCE DISCLOSURE**

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

Name of Roadway: **Mockingbird Lane**

Legal Address of Property: **Mockingbird Lane, Penscola, Florida**

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

This form completed by: **First American Title Insurance Company**
7201 N. 9th Ave, Suite A-4
Pensacola, Florida 32504

AS TO SELLER(S):

Joseph Lieteau
Joseph Lieteau
Anna Marie Harrison
Anna Marie Harrison

Witness to Seller(s)

J. Salter
L. SALTER
Jodie L. Manale
Jodie L. Manale

AS TO BUYER(S):

Dan E. Evans
Dan E. Evans

Witness to Buyer(s)

J. Salter
L. SALTER
C.N. Rittenhouse
C.N. Rittenhouse

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

Schedule A

Commence at the Southeast corner of Section 28, Township 1 South, Range 30 West, Escambia County, Florida, thence run North $11^{\circ}00'00''$ East along the East line of said Section 28 for 926.00 feet; thence run South $79^{\circ}00'00''$ East for 432.00 feet for the Point of Beginning; thence run North $10^{\circ}53'00''$ East for 200.00 feet; thence run South $79^{\circ}00'00''$ East for 396.00 feet to the West right of way line of Mockingbird Road (50' R/W); thence run south $10^{\circ}53'00''$ West along said West right of way line for 200.00 feet; thence run North $79^{\circ}00'00''$ West for 396.00 feet to the Point of Beginning. Containing 1.82 acres more or less.
LESS AND EXCEPT ANY PORTION LYING WITHIN THE ROAD RIGHT OF WAY.

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: 9-8-2015

TAX ACCOUNT NO.: 04-0474-000

CERTIFICATE NO.: 2013-1919

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

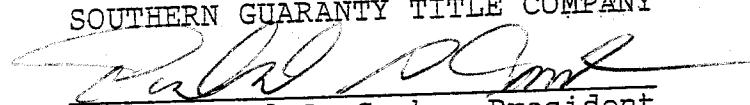
X Notify City of Pensacola, P.O. Box 12910, 32521
 X Notify Escambia County, 190 Governmental Center, 32502
 X Homestead for 2014 tax year.

Dan E. Evans
Shirley Evans (wife)
6291 Mockingbird Lane
Pensacola, FL 32503

Springleaf Home Equity, Inc.
formerly American General Home Equity, Inc.
730 W. Garden St.
Pensacola, FL 32502

Certified and delivered to Escambia County Tax Collector,
this 7th day of July, 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.

**OWNERSHIP AND ENCUMBRANCE REPORT
CONTINUATION PAGE**

File No.: 12176

July 6, 2015

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

1. That certain mortgage executed by Dan E. Evans and Shirley Evans in favor of American General Home Equity, Inc. NKA Springleaf Home Equity, Inc. dated 11/15/2006 and recorded 11/16/2006 in Official Records Book 6032, page 74 of the public records of Escambia County, Florida, in the original amount of \$200,000.00. Assignment of Rents and Leases recorded in O.R. Book 6040, page 1160.
2. Taxes for the year 2012-2014 delinquent. The assessed value is \$242,954.00. Tax ID 04-0474-000.

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.

**OWNERSHIP AND ENCUMBRANCE REPORT
LEGAL DESCRIPTION**

File No.: 12176

July 6, 2015

351S307113000000 - Full Legal Description

BEG AT SE COR OF SEC 28 N 11 DEG E 926 FT S 79 DEG E 432 FT FOR POB N 11 DEG E 200 FT S 79 DEG E 396 FT S 11 DEG W 200 FT N 79 DEG W 396 FT TO POB OR 4671 P 480 LESS OR 283 P 884 COUNTY RD R/W

Southern Guaranty Title Company

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

OWNERSHIP AND ENCUMBRANCE REPORT

File No.: 12176

July 6, 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 07-06-1995, through 07-06-2015, and said search reveals the following:

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

Dan E. Evans

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

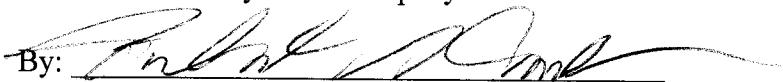
4. Taxes:

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: 

July 6, 2015

THE ESCAMBIA SUN-PRESS, LLC

PUBLISHED WEEKLY SINCE 1948



(Warrington) Pensacola, Escambia County, Florida

NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That B LOW LLC AND CBBTL LLC holder of Tax Certificate No. 01919, issued the 1st day of June, A.D., 2013 has filed same in my office and has made application for a tax deed to be issued thereon. Said certificate embraces the following described property in the County of Escambia, State of Florida, to wit:

BEG AT SE COR OF SEC 28 N 11 DEG E 926 FT S 79 DEG E 432 FT FOR POB N 11 DEG E 200 FT S 79 DEG E 396 FT S 11 DEG W 200 FT N 79 DEG W 396 FT TO POB OR 4671 P 480 LESS OR 283 P 884 COUNTY RD R/W

SECTION 35, TOWNSHIP 1 S,
RANGE 30 W

TAX ACCOUNT NUMBER 040474000
(15-563)

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

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 second Tuesday in the month of September, which is the 8th day of September 2015.

Dated this 6th day of August 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.

PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA
(SEAL)
By: Emily Hogg
Deputy Clerk
oaw-4w-08-06-13-20-27-2015

STATE OF FLORIDA

County of Escambia

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

NOTICE in the matter of SALE
09/08/2015 - TAX CERTIFICATE # 01919
in the CIRCUIT Court
was published in said newspaper in the issues of
AUGUST 6, 13, 20, 27, 2015

Affiant further says that the said Escambia Sun-Press is a newspaper published at (Warrington) Pensacola, in said Escambia County, Florida, and that the said newspaper has heretofore been continuously published in said Escambia County, Florida each week and has been entered as second class mail matter at the post office in Pensacola, in said Escambia County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

PUBLISHER

Sworn to and subscribed before me this 27TH DAY OF
AUGUST A.D., 2015

PAULA D. TURNER

NOTARY PUBLIC

