

DR-512  
R.05/88

Application Number: 150211

## Notice to Tax Collector of Application for Tax Deed

**TO: Tax Collector of Escambia County**

In accordance with Florida Statutes, I,

**MED ALI LLC AND MALLY LLC PART 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:

<b>Certificate No.</b>	<b>Parcel ID Number</b>	<b>Date</b>	<b>Legal Description</b>
2934.0000	05-3654-000	06/01/2013	LT 1 BLK 1 EASTMONT UNIT NO 1 PB 5 P 3 OR 6137 P 1898 SEC 46/10 T 1/2S R 30

### **2014 TAX ROLL**

DYESS DAVID L  
4321 LA MIRAGE  
PENSACOLA , Florida 32504

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)

Applicant's Signature

06/29/2015

Date

# TAX COLLECTOR'S CERTIFICATION

Application  
Date / Number  
Jun 29, 2015 / 150211

This is to certify that the holder listed below of Tax Sale Certificate Number **2013 / 2934.0000**, 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: 05-3654-000**

**Certificate Holder:**

MED ALI LLC AND MALLY LLC PART CITIBANK, N.A., AS  
4747 EXECUTIVE DR., STE 510  
SAN DIEGO, CALIFORNIA 92121

**Property Owner:**

DYESS DAVID L  
4321 LA MIRAGE  
PENSACOLA, FLORIDA 32504

**Legal Description:**

LT 1 BLK 1 EASTMONT UNIT NO 1 PB 5 P 3 OR 6137 P 1898 SEC 46/10 T 1/2S R 30

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	2934.0000	06/01/13	\$793.41	\$0.00	\$39.67	\$833.08

**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	2734.0000	06/01/15	\$818.47	\$6.25	\$40.92	\$865.64
2014	2557.0000	06/01/14	\$784.47	\$6.25	\$39.22	\$829.94

- 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
- Tax Deed Application Fee
- Total Certified by Tax Collector to Clerk of Court
- Clerk of Court Statutory Fee
- Clerk of Court Certified Mail Charge
- Clerk of Court Advertising Charge
- Sheriff's Fee
- 
- Total of Lines 6 thru 11
- Interest Computed by Clerk of Court Per Florida Statutes.....( %)
- One-Half of the assessed value of homestead property. If applicable pursuant to section 197.502, F.S.
- Statutory (Opening) Bid; Total of Lines 12 thru 14
- Redemption Fee
- Total Amount to Redeem

\$2,528.66
\$0.00
\$200.00
\$125.00
\$2,853.66
\$2,853.66
\$6.25

\*Done this 29th day of June, 2015


TAX COLLECTOR, ESCAMBIA COUNTY, FLORIDA

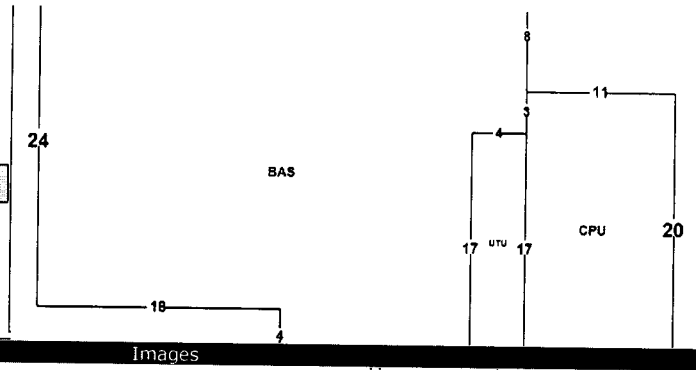
By 

Date of Sale: 10/5/15

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

NO. PLUMBING FIXTURES-3  
NO. STORIES-1  
ROOF COVER-DIMEN/ARCH SHNG  
ROOF FRAMING-GABLE  
STORY HEIGHT-0  
STRUCTURAL FRAME-MASONRY  
PIL/STL

 Areas - 1156 Total SF  
BASE AREA - 868  
CARPORT UNF - 220  
UTILITY UNF - 68



1/8/03

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: 07/16/2015 (tc.94903)



Chris Jones  
Escambia County Property Appraiser

ECPA Home

Real Estate  
Search

Tangible Property  
Search

Sale  
List

Amendment 1/Portability  
Calculations

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[Printer Friendly Version](#)

**General Information**

**Reference:** 102S301001001001  
**Account:** 053654000  
**Owners:** DYESS DAVID L  
**Mail:** 4321 LA MIRAGE  
PENSACOLA, FL 32504  
**Situs:** 718 MONTCLAIR RD 32505  
**Use Code:** SINGLE FAMILY RESID   
**Taxing Authority:** COUNTY MSTU  
**Tax Inquiry:** [Open Tax Inquiry Window](#)

Tax Inquiry link courtesy of Janet Holley  
Escambia County Tax Collector

**Assessments**

Year	Land	Imprv	Total	Cap Val
2014	\$10,925	\$32,285	\$43,210	\$43,210
2013	\$10,925	\$29,586	\$40,511	\$40,511
2012	\$10,925	\$29,586	\$40,511	\$40,511

[Disclaimer](#)

[Amendment 1/Portability Calculations](#)

**Sales Data**

Sale Date	Book	Page	Value	Type	Official Records (New Window)
05/2007	6137	1989	\$40,000	WD	<a href="#">View Instr</a>
03/2007	6106	1571	\$100	CT	<a href="#">View Instr</a>
12/2002	5111	1990	\$26,600	QC	<a href="#">View Instr</a>
11/2002	5016	680	\$25,200	CT	<a href="#">View Instr</a>

Official Records Inquiry courtesy of Pam Childers  
Escambia County Clerk of the Circuit Court and  
Comptroller

**2014 Certified Roll Exemptions**

None

**Legal Description**

LT 1 BLK 1 EASTMONT UNIT NO 1 PB 5 P 3 OR 6137 P  
1898 SEC 46 /10 T 1/25 R 30

**Extra Features**

None

**Parcel  
Information**

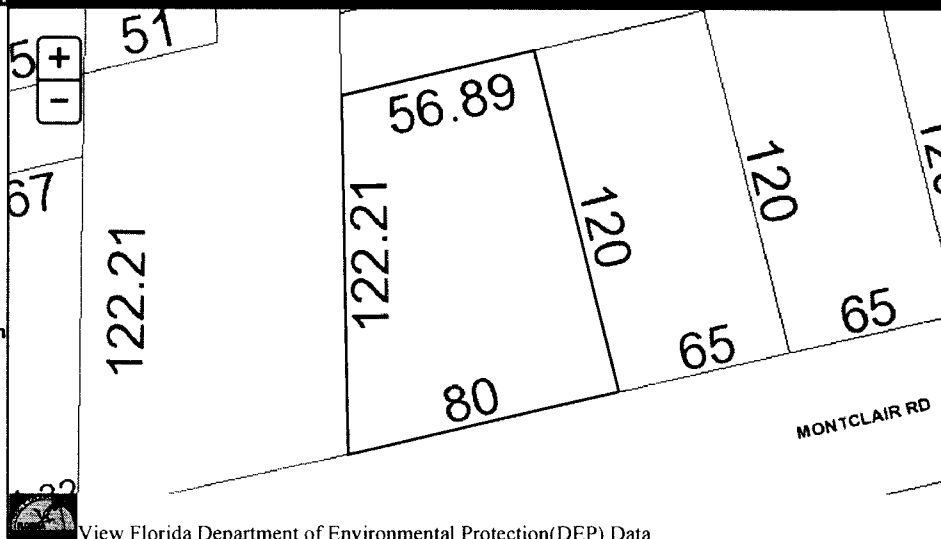
[Launch Interactive Map](#)

**Section**  
**Map Id:**  
46-1S-30-2

**Approx.  
Acreage:**  
0.2700

**Zoned:**   
MDR

**Evacuation  
& Flood  
Information**  
[Open Report](#)



[View Florida Department of Environmental Protection\(DEP\) Data](#)

**Buildings**

Address: 718 MONTCLAIR RD, Year Built: 1959, Effective Year: 1969

**Structural Elements**

DECOR/MILLWORK-AVERAGE  
DWELLING UNITS-1  
EXTERIOR WALL-VINYL SIDING  
FLOOR COVER-ASPHALT TILE  
FOUNDATION-SLAB ON GRADE  
HEAT/AIR-CENTRAL H/AC  
INTERIOR WALL-DRYWALL-PLASTER

Parcel 13:  
701 Calais Lane  
#012S30-1001-005-007

Lot 5, Block 7, Eastmont Unit #1, being a portion of Section 10, Township 2 South, Range 30 West, Escambia County, Florida, according to plat recorded in, as per plat thereof, recorded in Plat Book 5, Page 3, of the Public Records of Escambia County, Florida.

Being the same property as conveyed to David Dyess and Virginia Dyess, husband and wife, in a Quit Claim Deed dated 04/29/2005 filed 05/11/2005 in Book 5637 Page 59 of the Public Records of Escambia County, Florida.

Parcel 14:  
903 Montclair Road  
#102S30-1000-017-019

Lot 17, in Block 19, of Montclair, Unit No. 2, being a portion of Section 10, Township 2 South, Range 30 West, Escambia County, according to the map or plat thereof as recorded in Plat Book 4, Page 100, Public Records of Escambia County, Florida.

Being the same property as conveyed to David L Dyess, a married man, in a Special Warranty Deed dated 02/14/2005, filed 03/10/2005 in Book 5590 Page 1700 of the Public Records of Escambia County, Florida.

Parcel 15:  
4535 Versailles Drive  
#102S30-1001-010-002

Lot 1, Block 2, Eastmont, Unit No. 1, being a portion of Section 10, Township 2 South, Range 30 West, Escambia County, Florida, according to plat recorded in Plat Book 5, Page 3 of the Public Records of said County.

Being the same property as conveyed to David L Dyess, a married man, in a General Warranty Deed dated 05/16/2005, filed 05/23/2005 in Book 5645 Page 10 of the Public Records of Escambia County, Florida.

Parcel 16:  
718 Montclair Road  
#102S30-1001-001-001

✓  
Lot 1, Block 1, Eastmont Unit No. 1, according to the Plat thereof, as recorded in Plat Book 5, Page 3, of the Public Records of Escambia County, Florida.

Being the same property as conveyed to David L Dyess in a Warranty Deed dated 05/01/2007, filed 05/03/2007 in Book 6137 Page 1898 of the Public Records of Escambia County, Florida.

Parcel 17:  
1207 Grandview Street  
#332S30-3301-002-277

Lot 2, Block 277, North Mulworth, being a re-subdivision of the Second Mulworth Subdivision, as recorded in Plat Book 1, Page 47, of the records of Escambia County, Florida, and being part of Section 33, Township 2 South, Range 30 West, the plat of North Mulworth being recorded on December 5, 1939 in Plat Book 1, Page 51 of the Public Records of Escambia County, Florida.

Being the same property as conveyed to David L Dyess in a Warranty Deed dated 01/03/2008, filed 01/11/2008 in Book 6274 Page 84 of the Public Records of Escambia County, Florida.

Parcel 18:  
920 Rock Creek Avenue  
#441S30-1000-010-008

Lot 10, in Block 8, of Unit No. 3 of Crescent Lake, being a portion of Sections 44 and 52, Township 1 South, Range 30 West, according to the plat thereof, as recorded in Plat Book 5, at Page 7, of the Public Records of Escambia County, Florida.

Being the same property as conveyed to David L Dyess, married man, in a Special Warranty Deed dated 12/21/2007, filed 12/27/2007 in book 6267 Page 1226 of the Public Records of Escambia County, Florida.

Parcel 7:

944 Montclair Road  
#102S30-100-007-018

Lot 7, Block 18, Montclair, Unit No. 2, a subdivision of a portion of Section 12, Township 2 South, Range 30 West, according to plat recorded in Plat Book 4, Page 100 of the Public Records of Escambia County, Florida.

Being the same property as conveyed to David L Dyess, a married man, in a Special Warranty Deed dated 03/04/2003, filed 03/21/2003 in Book 5096 Page 410 of the Public Records of Escambia County, Florida.

Parcel 8:

114 Berkley Drive  
#042S30-2051-024-006

Lot 24, Block 6, Third Addition to Highland Terrace, a subdivision of a portion of Sections 4 and 5, Township 2 South, Range 30 West, Escambia County, Florida; according to plat of said subdivision recorded in Plat Book 3, Page 91 of the Public Records of Escambia County, Florida.

Being the same property as conveyed to David L Dyess, a married man, in a Special Warranty Deed dated 04/15/2003, filed 05/06/2003 in Book 5131 Page 1999 of the Public Records of Escambia County, Florida.

Parcel 9:

4507 Guerlain Way  
#102S30-1000-005-015

Lot 5, Block 15, Montclair, Unit 2, being a portion of Sections 10 and 12, Township 2 South, Range 30 West, according to the plat thereof as recorded in Plat Book 4, Page 100 of the Public Records of Escambia County, Florida.

Being the same property as conveyed to David L Dyess and Virginia L Dyess, husband and wife, in a Quit Claim Deed dated 07/19/2004, filed 08/02/2004 in Book 5465 Page 1637 of the Public Records of Escambia County, Florida.

Parcel 10:

4402 Deauville Way  
#102S30-1000-011-006

Lot 11, Block 6, Montclair Subdivision, Unit #1, a subdivision of a portion of Sections 10 and 12, Township 2 South, Range 30 West, Escambia County, Florida, according to plat recorded in Plat Book 4, Page 63 of the Public Records of said County.

Being the same property as conveyed to David Dyess, a married man, in a Warranty Deed dated 05/23/2003, filed 06/19/2003 in Book 5165 Page 1623

Parcel 11:

4410 Deauville Way  
#102S30-1000-007-006

Lot 7, Block 6, of Montclair Subdivision, Unit No. 1, Escambia County, Florida, according to the plat filed in Plat Book 4, Page 63, of the Public Records of Escambia County, Florida.

Being the same property as conveyed to David L Dyess and Virginia L Dyess, husband and wife, in a Quit Claim Deed dated 06/16/2004, filed 06/24/2004 in Book 5439 Page 1890 of the Public Records of Escambia County, Florida.

Parcel 12:

526 Wynnehurst Street  
#491S30-9101-001-047

The Easterly 1/2 of Lot 47, Boone Place, a subdivision of a portion of Section 49, Township 1 South, Range 30 West, Escambia County, Florida, according to plat recorded in Plat Book 2, Page 1 of the Public Records of said County, Florida.

Being the same property as conveyed to David L Dyess and Virginia L Dyess, husband and wife, in a Quit Claim Deed dated 07/19/2004, filed 08/02/2004 in Book 5466 Page 122 of the Public Records of Escambia County, Florida.

**EXHIBIT "A"**

Parcel 1:

711 Belair Road  
#102S30-1001-002-008

Lot 2, Block 8, Eastmont, Unit No. 1, a subdivision of a portion of Section 10, Township 2 South, Range 30 West, Escambia County, Florida; according to plat recorded in Plat Book 5, Page 3, of the Public Records of said County.

Being the same property as conveyed to Virginia Dyess, a married woman, in a Warranty Deed dated 12/13/2000, filed 12/14/2000 in Book 4638 Page 431 of the Public Records of Escambia County, Florida.

Parcel 2:

707 Vendee Lane  
#102S30-1001-050-011

Lot 5, Block 11, Eastmont, Unit No. 2, according to plat thereof recorded in Plat Book 5, Page 31 of the Public Records of Escambia County, Florida.

Being the same property as conveyed to Virginia Dyess in a Corporate Warranty Deed dated 03/22/2001, filed 03/23/2001 in Book 4678 Page 1983 of the Public Records of Escambia County, Florida.

Parcel 3:

702 Beauvais Road  
#102S30-1001-008-008

Lot 8, Block 8 Eastmont, Unit 1, a subdivision of a part of Section 10, Township 2 South, Range 30 West, Escambia County, Florida, according to plat of said subdivision recorded in Plat Book 5, Page 3 of the Public Records of said County.

Being the same property as conveyed to David Dyess and Virginia Dyess, husband and wife in a Warranty Deed dated 09/27/2001, filed 10/01/2001 in Book 4777 Page 198 of the Public Records of Escambia County, Florida.

Parcel 4:

701 Belair Road  
#102S30-1001-007-008

Lot 7, Block 8, Eastmont, Unit #1, being a portion of Section 10, Township 2 South, Range 30 West, Escambia County, Florida as per plat thereof, recorded in Plat Book 5, Page 3, of the Public Records of said County.

Being the same property as conveyed to David Dyess and Virginia Dyess, husband and wife, in a Quit-Claim Deed dated 10/27/2004, filed 11/03/2004 in Book 5518 Page 449 of the Public Records of Escambia County, Florida.

Parcel 5:

4509 Florelle Way  
#102S30-100-006-014

Lot 6, Block 14, Montclair Unit No. 2, a subdivision, according to plat filed in Plat Book 4, at Page 100 of the Public Records of Escambia County, Florida.

Being the same property as conveyed to David L Dyess, a married man, in Special Warranty Deed dated 11/26/2002, filed 12/31/2002 in Book 5041, Page 1305 of the Public Records of Escambia County, Florida.

Parcel 6:

6402 Fairview Drive  
#441S30-1000-014-018

Lot 14, Block 18, Crescent Lake, Unit #7, a subdivision of a portion of Sections 44, 46, and 52, Township 1 South, Range 30 West, Escambia County, Florida, according to plat recorded in Plat Book 6, Page 57 of the Public Records of Escambia County, Florida.

Being the same property as conveyed to David Dyess, a married man, in a Warranty Deed dated 12/06/2002, filed 12/31/2002 in Book 5042 Page 1789 of the Public Records of Escambia County, Florida.

Witness George E. Brown Jr.  
 Witness Tonja Brown

Mortgagor:

DAVID L DYESS A.K.A DAVID DYESS 7-7-08  
 Date  
VIRGINIA L DYESS A.K.A. VIRGINIA DYESS 7-7-08  
 Date

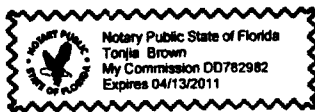
\_\_\_\_\_  
 Date  
 \_\_\_\_\_  
 Date  
 \_\_\_\_\_  
 Date  
 \_\_\_\_\_  
 Date

Attest

FOR AN INDIVIDUAL ACTING IN HIS OWN RIGHT:

STATE OF Florida  
 COUNTY OF Essex

The foregoing instrument was acknowledged before me this 7th day of July, 2008, by David Dyess AND Virginia L Dyess  
 (name of person acknowledging), who is personally known to me or who has produced drivers license  
 (type of identification) as identification.



Tonja Brown  
 Print Name: Tonja Brown

Notary Public  
 Commission Number, if any: DD 782982

FOR AN INDIVIDUAL ACTING IN HIS OWN RIGHT:

STATE OF \_\_\_\_\_  
 COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_  
 (name of person acknowledging), who is personally known to me or who has produced \_\_\_\_\_  
 (type of identification) as identification.

Print Name: \_\_\_\_\_

Notary Public  
 Commission Number, if any: \_\_\_\_\_



17. If Mortgagee institutes any suit or action to enforce any of the terms of this Mortgage, Mortgagee shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and on any appeal. Whether or not any court action is involved, all reasonable expenses incurred by Mortgagee that in the Mortgagee's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest from the date of expenditure until repaid at the rate provided for the primary indebtedness. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, attorneys' fees and legal expenses whether or not there is a lawsuit, including attorneys' fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, and title insurance, to the extent permitted by applicable law. Mortgagor also will pay any court costs, in addition to all other sums provided by law.

18. This Mortgage, together with any related documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Mortgage. No alteration of or amendment to this Mortgage shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendments.

19. This Mortgage has been delivered to Mortgagee and accepted by Mortgagee in the State of Florida.

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

21. If a court of competent jurisdiction finds any provision of this Mortgage to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Mortgage in all other respects shall remain valid and enforceable.

22. If this is a junior Mortgage, or if this is a Mortgage on a leasehold estate, Mortgagor shall pay all installments of principal and interest and perform each and every covenant and obligation of the prior Mortgage or the lease. Failure of Mortgage to do so shall constitute a default hereunder. Upon failure of Mortgagor to do so, Lender may (but shall not be required to) make such payments or perform such covenants or obligations and the cost of same, together with interest at the maximum rate allowed by law, shall be payable by Mortgagor upon demand by Lender and shall be secured by the lien of this Mortgage. If this is a junior Mortgage and the Mortgagor increases the amount due on any prior mortgage to an amount greater than the principal amount owing on said prior Mortgage and the time of the execution of this Mortgage without Lender's prior written consent, Lender may, at its option, immediately or thereafter declare this Mortgage and the indebtedness secured hereby due and payable forthwith and thereupon may, at its option, proceed to foreclose this Mortgage.

23. If this is a Mortgage on a condominium or a planned unit development, Mortgagor shall perform all of Mortgagor's obligations under the Declaration of Covenants creating or governing the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Mortgagor and recorded together with this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider were a part hereof.

24. Mortgagee and Mortgagor hereby knowingly, voluntarily and intentionally waive the right either may have to a trial by jury in respect of any litigation based hereon, or arising out of, under or in connection with this Agreement and any agreement contemplated to be executed in conjunction herewith, or any course of conduct, course of dealing, statements (whether verbal or written) or any action by either party. This paragraph is a material inducement for the Mortgagee making the loan to Mortgagor.

IN WITNESS WHEREOF, Mortgagor has executed this Mortgage on the 7th day of July 2008.

This is a balloon mortgage and the final principal payment or the principal balance due upon maturity is \$848,534.68, together with accrued interest, if any, and all advancements made by the mortgagee under the terms of this mortgage.

SIGNATURES ON REVERSE



FANDR07032008112953A

Prepared By/Return To:

United Bank

Milton Branch

PO Box 8

Atmore, AL 36504

DOCUMENTARY STAMP TAX IN THE AMOUNT  
OF \$ 3,412.50 AND INTANGIBLE TAX IN  
THE AMOUNT OF \$ 1,950.00 ARE BEING  
PAID UPON THE RECORDATION HEREOF.

(Reserved for Recording Office)

This is a balloon mortgage and the final principal payment or the  
principal balance due upon maturity is \$848,534.68, together with  
accrued interest, if any, and all advancements made by the  
mortgagee under the terms of this mortgage.

### MORTGAGE AND SECURITY AGREEMENT

Mortgagor (last name first):

Mortgagee:

DYESS DAVID L. A.K.A. DAVID DYESS and spouse VIRGINIA L.  
DYESS A.K.A. VIRGINIA DYESS

United Bank

Milton Branch

4321 LeMIRAGE DRIVE

Mailing Address

PO Box 8

Mailing Address

PENSACOLA  
City

FL  
State

32504  
Zip

Atmore  
City

AL  
State

36504  
Zip

STATE OF Florida

COUNTY OF Escambia

THIS MORTGAGE AND SECURITY AGREEMENT (herein referred to as the "Mortgage") is made and entered into this  
day by and between Mortgagor and Mortgagee.

KNOWN ALL MEN BY THESE PRESENTS: THAT

WHEREAS, Borrower has requested an extension of credit from Mortgagee; and  
WHEREAS, Mortgagee is prepared to extend credit conditioned upon the provision of adequate collateral; and  
WHEREAS, Mortgagor is prepared to pledge certain real and/or personal property as security for Mortgagee's  
extension of credit to Borrower in consideration for that extension of credit; and  
WHEREAS, pursuant to the foregoing recitations, Borrower has or may become indebted to Mortgagee in the  
principal sum of Nine Hundred Seventy Five Thousand and 00/100  
Dollars (\$ 975,000.00) evidenced by ONE promissory note or agreement of even  
date herewith in favor of Mortgagee, said promissory note to mature on July 07, 2013.

WHEREAS, Mortgagor desires to secure prompt payment by Borrower of (a) the indebtedness described above,  
together with interest and charges, according to the terms of said promissory note or agreement and any extensions,  
modifications or renewals thereof, (b) any additional and future advances with interest thereon that Mortgagee may make  
to Borrower as provided in Paragraph 2, (c) any advances with interest that Mortgagee may make to protect the property  
herein conveyed as provided in Paragraph 3, 4, 5 and 6, and (e) any advance with interest that Mortgagee may make for  
attorneys' fees and other expenses as provided in Paragraph 17 (all being referred to herein as the "Indebtedness").

NOW THEREFORE, in consideration of the Indebtedness,

DAVID L DYESS AND VIRGINIA L DYESS

does hereby grant, bargain, sell and convey unto Mortgagee all of Mortgagor's right, title, and interest in and to and the real  
property described below situated in the County of Escambia, State of Florida.  
SEE ATTACHED EXHIBIT A

**RESIDENTIAL SALES**

**ABUTTING ROADWAY MAINTENANCE DISCLOSURE**

**ATTENTION:** Pursuant to Escambia County Code of Ordinances Chapter 1-29.2, Article V, seller 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 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:** MONTCLAIR ROAD

**LEGAL ADDRESS OF PROPERTY:**


718 MONTCLAIR ROAD, PENSACOLA, Florida 32505

THE COUNTY \_\_\_\_ HAS ACCEPTED \_\_\_\_ HAS NOT ACCEPTED THE ABUTTING ROADWAY FOR MAINTENANCE.

This form completed by: TVM07-210

Taylor & Van Matre, P.A.  
4300 Bayou Boulevard ,Suite 16  
Pensacola , Florida

**AS TO SELLER(S):**



- Witness

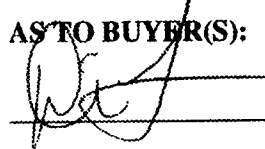
  
**MONTGOMERY G. ROLLINS**

- Seller

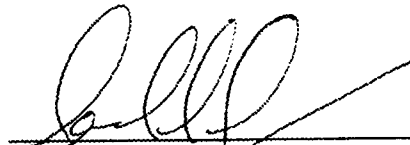
- Witness

- Seller

**AS TO BUYER(S):**



- Witness

  
**DAVID L. DYESS**

- Buyer

- Witness

- Buyer

Prepared By:  
James C. Taylor  
Taylor & Van Matre, P.A.  
4300 Bayou Blvd., Suite #16  
Pensacola, Florida 32503  
File Number: TVM07-210

**WARRANTY DEED  
(INDIVIDUAL)**

This WARRANTY DEED, dated May 01, 2007

by

**MONTGOMERY G. ROLLINS**

whose post office address is:

**959 W. MASSACHUSETTS AVENUE, PENSACOLA, FL 32505**

hereinafter called the GRANTOR, to

**DAVID L. DYESS**

whose post office address is:

**4321 LA MIRAGE, PENSACOLA, FL 32504**

hereinafter called the GRANTEE:

(Wherever used herein the terms "Grantor" and "Grantee" include all parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.)

WITNESSETH: That the GRANTOR, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the GRANTEE, all that certain land situate in **Escambia** County, Florida, viz:

Lot 1, Block 1, EASTMONT UNIT NO. 1, according to the Plat thereof, as recorded in Plat Book 5, Page 3, of the Public Records of Escambia County, Florida.

**The above-described property is not the constitutional homestead of the Grantor.**

**Parcel ID Number: 102S301001001001**

SUBJECT TO covenants, conditions, restrictions, reservations, limitations, easements and agreements of record, if any; taxes and assessments for the current year and subsequent years; and to all applicable zoning ordinances and/or restrictions and prohibitions imposed by governmental authorities, if any,

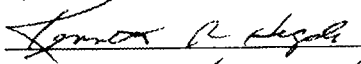
TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

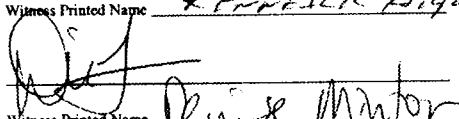
AND THE GRANTOR hereby covenants with said GRANTEE that except as above noted, the GRANTOR is lawfully seized of said land in fee simple; that the GRANTOR has good right and lawful authority to sell and convey said land; that the GRANTOR hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever.

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

Signed, sealed and delivered in our presence:

  
Witness Printed Name Kenneth R. Sigdon

  
MONTGOMERY G. ROLLINS (Seal)

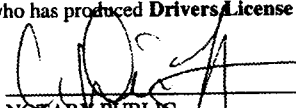
  
Witness Printed Name David L. Dyess

\_\_\_\_\_(Seal)

State of FLORIDA  
County of ESCAMBIA

THE FOREGOING INSTRUMENT was acknowledged before me this **May 01, 2007** by: **MONTGOMERY G. ROLLINS** who is personally known to me or who has produced **Drivers License** as identification and who did not take an oath.



  
NOTARY PUBLIC  
My Commission Expires:

# SOUTHERN GUARANTY TITLE COMPANY

4400 BAYOU BLVD., SUITE 13-B, CORDOVA SQUARE  
PENSACOLA, FLORIDA 32503

TEL. (850) 478-8121 FAX (850) 476-1437

Email: rcsgrt@aol.com

Janet Holley  
Escambia County Tax Collector  
P.O. Box 1312  
Pensacola, FL 32596

CERTIFICATION: TITLE SEARCH FOR TDA

TAX DEED SALE DATE: 10-5-2015

TAX ACCOUNT NO.: 05-3654-000

CERTIFICATE NO.: 2013-2934

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.

David L. Dyess  
4321 La Mirage  
Pensacola, FL 32504

Unknown Tenants  
718 Montclair Rd.  
Pensacola, FL 32505

United Bank  
P.O. Box 8  
Atmore, AL 36504

Certified and delivered to Escambia County Tax Collector,  
this 20th 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.: 12223

July 14, 2015

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

1. Mortgage executed by David L. Dyess and Virginia L. Dyess to United Bank, dated 07/07/2008 and recorded in Official Record Book 6349 on page 1802 of the public records of Escambia County, Florida. given to secure the original principal sum of \$975,000.00. Assignment of Rents and Leases recorded in O.R. Book 7068, page 1802. NOTE: Mortgage encumbers several parcels.
2. Taxes for the year 2012-2014 delinquent. The assessed value is \$43,210.00. Tax ID 05-3654-000.

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.: 12223

July 14, 2015

**Lot 1, Block 1, Eastmont Unit No. 1, as per plat thereof, recorded in Plat Book 5, Page 3, of the Public Records of Escambia County, Florida**

**Southern Guaranty Title Company**

4400 Bayou Boulevard, Suite 13B

Pensacola, Florida 32503

Telephone: 850-478-8121

Facsimile: 850-476-1437

15-601

**OWNERSHIP AND ENCUMBRANCE REPORT**

File No.: 12223

July 14, 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 07-13-1995, through 07-13-2015, and said search reveals the following:

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

David L. Dyess

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

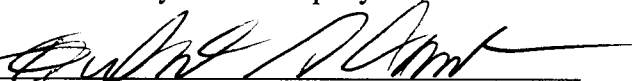
4. Taxes:

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.

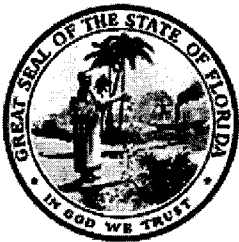
Southern Guaranty Title Company

By: 

July 14, 2015



Search Property	Property Sheet	Lien Holder's	Redeem	Forms	Courtview	Benchmark
Redeemed From Sale						



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

**Tax Deed - Redemption Calculator**

**Account: 053654000 Certificate Number: 002934 of 2013**

Redemption Yes ▾ Application Date 06/29/2015 Interest Rate 18%

	Final Redemption Payment ESTIMATED	Redemption Overpayment ACTUAL
	Auction Date 10/05/2015	Redemption Date 09/02/2015
Months	4	3
Tax Collector	\$2,853.66	\$2,853.66
Tax Collector Interest	\$171.22	\$128.41
Tax Collector Fee	\$6.25	\$6.25
Total Tax Collector	\$3,031.13	\$2,988.32 TC
Clerk Fee	\$130.00	\$130.00
Sheriff Fee	\$120.00	\$120.00
Legal Advertisement	\$221.00	\$221.00
App. Fee Interest	\$28.26	\$21.20
Total Clerk	\$499.26	\$492.20 CH
Postage	\$20.19	\$0.00
Researcher Copies	\$8.00	\$8.00
Total Redemption Amount	\$3,558.58	\$3,488.52
	Repayment Overpayment Refund Amount	<del>\$70.06</del> \$ 261.87 redeemer

ACTUAL SHERIFF \$80.00

7/21/15 UNITED BANK CALLED FOR A QUOTE. EBH

Notes 7/21/15 VIRGINIA DYESS CALLED FOR A QUOTE. EBH

**Submit**

**Reset**

**Print Preview**

**PAM CHILDERS**  
 CLERK OF THE CIRCUIT COURT  
 ARCHIVES AND RECORDS  
 CHILDSUPPORT  
 CIRCUIT CIVIL  
 CIRCUIT CRIMINAL  
 COUNTY CIVIL  
 COUNTY CRIMINAL  
 DOMESTIC RELATIONS  
 FAMILY LAW  
 JURY ASSEMBLY  
 JUVENILE  
 MENTAL HEALTH  
 MIS  
 OPERATIONAL SERVICES  
 PROBATE  
 TRAFFIC



**COUNTY OF ESCAMBIA  
 OFFICE OF THE  
 CLERK OF THE CIRCUIT COURT**

**BRANCH OFFICES  
 ARCHIVES AND RECORDS  
 JUVENILE DIVISION  
 CENTURY**

CLERK TO THE BOARD OF  
 COUNTY COMMISSIONERS  
 OFFICIAL RECORDS  
 COUNTY TREASURY  
 AUDITOR

**Case # 2013 TD 002934**

**Redeemed Date 09/02/2015**

**Name UNITED BANK 5907 BERRYHILL MEDICAL PARK DR MILTON FL 32570**

Clerk's Total = TAXDEED	\$499.26	
Due Tax Collector = TAXDEED	\$3,081.13	\$ 3622.39
Postage = <del>TD2</del>	\$60.00	
ResearcherCopies = TD6	<del>\$40.00</del>	\$ 8.00

• For Office Use Only

Date	Docket	Desc	Amount Owed	Amount Due	Payee Name
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**FINANCIAL SUMMARY**

No Information Available - See Dockets

**PAM CHILDERS**  
CLERK OF THE CIRCUIT COURT  
ARCHIVES AND RECORDS  
CHILDSUPPORT  
CIRCUIT CIVIL  
CIRCUIT CRIMINAL  
COUNTY CIVIL  
COUNTY CRIMINAL  
DOMESTIC RELATIONS  
FAMILY LAW  
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JUVENILE  
MENTAL HEALTH  
MIS  
OPERATIONAL SERVICES  
PROBATE  
TRAFFIC



**COUNTY OF ESCAMBIA  
OFFICE OF THE  
CLERK OF THE CIRCUIT COURT**

**BRANCH OFFICES  
ARCHIVES AND RECORDS  
JUVENILE DIVISION  
CENTURY**

CLERK TO THE BOARD OF  
COUNTY COMMISSIONERS  
OFFICIAL RECORDS  
COUNTY TREASURY  
AUDITOR

**PAM CHILDERS, CLERK OF THE CIRCUIT COURT  
Tax Certificate Redeemed From Sale  
Account: 053654000 Certificate Number: 002934 of 2013**

**Payor: UNITED BANK 5907 BERRYHILL MEDICAL PARK DR MILTON FL 32570      Date  
09/02/2015**

Clerk's Check #	508023	Clerk's Total	\$499.26
Tax Collector Check #	1	Tax Collector's Total	\$3,031.13
		Postage	\$60.00
		Researcher Copies	\$40.00
		Total Received	\$3,630.39

**PAM CHILDERS  
Clerk of the Circuit Court**

Received By \_\_\_\_\_  
Deputy Clerk

**Escambia County Government Complex • 221 Palafox Place Ste 110 • PENSACOLA, FLORIDA 32502  
(850) 595-3793 • FAX (850) 595-4827 • <http://www.clerk.co.escambia.fl.us>**

15-601



# Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

Clerk of Courts • County Comptroller • Clerk of the Board of County Commissioners • Recorder •

September 10, 2015

UNITED BANK  
5907 BERRY HILL MEDICAL PARK DR  
MILTON FL 32570

Dear Redeemer,

The records of this office show that an application for a tax deed had been made on the property represented by the numbered certificate listed below. The property was redeemed by you. A refund of unused fees/interest is enclosed.

If you have any questions, please feel free to give me a call.

## CERTIFICATE NUMBER

## REFUND

2013 TD 003525	\$551.15
2013 TD 002466	\$267.48
2013 TD 002521	\$274.62
2013 TD 002892	\$260.72
2013 TD 002906	\$253.56
2013 TD 002934	\$261.87
2013 TD 002951	\$266.87
2013 TD 002952	\$261.69

**TOTAL \$2,397.96**

Very truly yours,

PAM CHILDERS  
Clerk of Circuit Court

By:

  
Emily Hogg  
Tax Deed Division



# Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

Clerk of Courts • County Comptroller • Clerk of the Board of County Commissioners • Recorder •

September 10, 2015

MALLY LLC AND MED ALI LLC PART CITIBANK NA AS  
4747 EXECUTIVE DR STE 510  
SAN DIEGO CA 92121

Dear Certificate Holder:

The records of this office show that an application for a tax deed had been made on the property represented by the numbered certificate listed below. The property redeemed prior to sale; therefore your application fees are now refundable.


TAX CERT	APP FEES	INTEREST	TOTAL
2013 TD 003525	\$471.00	\$21.20	\$492.20
2013 TD 002892	\$471.00	\$21.20	\$492.20
2013 TD 002934	\$471.00	\$21.20	\$492.20
2013 TD 002951	\$471.00	\$21.20	\$492.20

**TOTAL \$1,968.80**

Very truly yours,

PAM CHILDERS  
Clerk of Circuit Court

By:

  
Emily Hogg  
Tax Deed Division

THE ESCAMBIA SUN-PRESS, LLC  
PUBLISHED WEEKLY SINCE 1948



(Warrington) Pensacola, Escambia County, Florida

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  
10/05/2015 - TAX CERTIFICATE # 02934

in the CIRCUIT Court  
was published in said newspaper in the issues of  
SEPTEMBER 3, 10, 17, 24, 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 24TH DAY OF  
SEPTEMBER A.D., 2015

Paula D. Turner

PAULA D. TURNER

NOTARY PUBLIC



PAULA D. TURNER  
Notary Public - State of Florida  
Commission #FF167479  
My Commission Expires  
August 24, 2016

NOTICE OF APPLICATION FOR  
TAX DEED

NOTICE IS HEREBY GIVEN, That MED ALI LLC AND MALLY LLC PART CITIBANK NA AS holder of Tax Certificate No. 02934, 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:

LT 1 BLK 1 EASTMONT UNIT NO 1  
PB 5 P 3 OR 6137 P 1898 SEC 46/10 T  
1/2S R 30

SECTION 10, TOWNSHIP 2 S,  
RANGE 30 W

TAX ACCOUNT NUMBER 053654000  
(15-601)

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

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 October, which is the 5th day of October 2015.

Dated this 3rd day of September 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-09-03-10-17-24-2015