FORM 513 (r.12/00)

#### TAX COLLECTOR'S CERTIFICATION

Application Date / Number Jun 29, 2015 / 150241

This is to certify that the holder listed below of Tax Sale Certificate Number 2013 / 4355.0000 , 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: 07-4392-000

**Certificate Holder:** 

GEEZ LLC AND CMON LLC PARTNERS CITIBANK, N.A., AS 4747 EXECUTIVE DR., STE 510 SAN DIEGO, CALIFORNIA 92121

**Property Owner:** 

FOSTER BILLY D & PAULINE W 7896 BAY MEADOWS DR PENSACOLA, FLORIDA 32507

#### **Legal Description:**

LT 15 AND W 1/2 OF LT 16 BLK 7 WESTERLY HEIGHTS S/D PB 2 P 14 OR 5918 P 375 SEC 37/38 T 2S R 30W CA 178

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	4355.0000	06/01/13	\$1,779.57	\$0.00	\$88.98	\$1,868.55

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	4335.0000	06/01/15	\$1,718.59	\$6.25	\$85.93	\$1,810.77
2014	4016.0000	06/01/14	\$1,741.22	\$6.25	\$87.06	\$1,834.53

1. Total of all Certificates in Applicant's Possession and Cost of the Certificates Redeemed	
by Applicant or Included (County)	\$5,513.85
Total of Delinquent Taxes Paid by Tax Deed Application	\$0.00
Total of Current Taxes Paid by Tax Deed Applicant	
Ownership and Encumbrance Report Fee	\$200.00
5. Tax Deed Application Fee	\$125.00
Total Certified by Tax Collector to Clerk of Court	\$5,838.85
7. Clerk of Court Statutory Fee	
8. Clerk of Court Certified Mail Charge	
Clerk of Court Advertising Charge	
10. Sheriff's Fee	
11	
12. Total of Lines 6 thru 11	\$5,838.85
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	\$6.25
17. Total Amount to Redeem	

\*Done this 29th day of June, 2015

TAX COLLECTOR, ESCAMBIA COUNTY, FLORIDA

Date of Sale: 10/5/15

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

**Application Number: 150241** 

### Notice to Tax Collector of Application for Tax Deed

**TO: Tax Collector of Escambia County** 

In accordance with Florida Statutes, I,

GEEZ LLC AND CMON LLC PARTNERS 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. 4355.0000

**Parcel ID Number** 

07-4392-000

**Date** 06/01/2013

**Legal Description** 

LT 15 AND W 1/2 OF LT 16 BLK 7 WESTERLY HEIGHTS S/D PB 2 P 14 OR 5918 P 375 SEC 37/38 T 2S R 30W CA 178

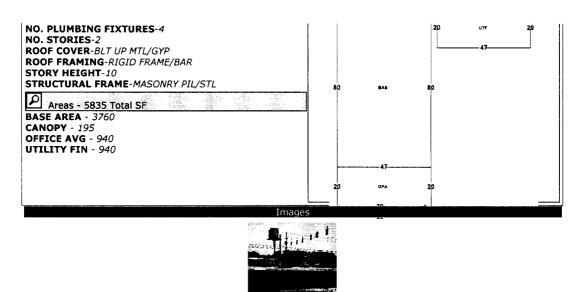
**2014 TAX ROLL** 

FOSTER BILLY D & PAULINE W 7896 BAY MEADOWS DR PENSACOLA, Florida 32507

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.

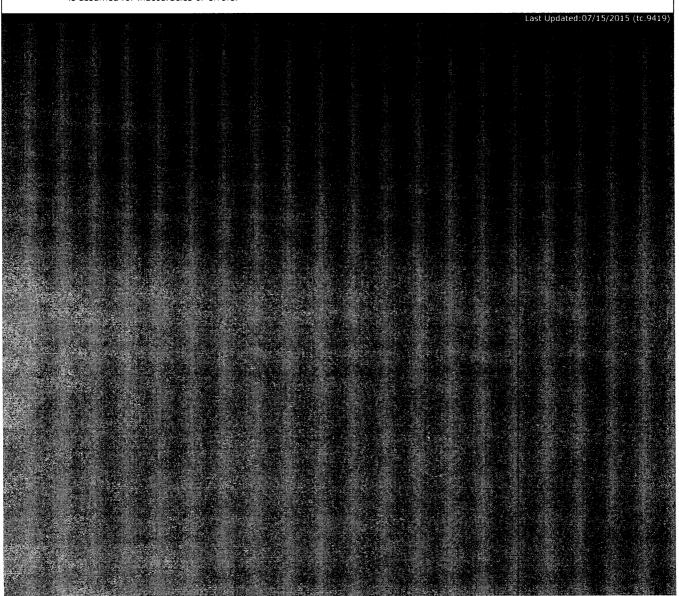
jsherpa (John Lemkey)

06/29/2015



7/20/11

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.





### Chris Jones Escambia CountyProperty Appraiser

Real Estate	Tangible Property	Sale	Amendment 1/Portability
Search	Search	List	Calculations

Back

2012

Navigate Mode

Account © Reference

Printer Friendly Version

\$89,556

\$89,556

General Information

Reference: 382\$301000015007

Account: 074392000

Owners: FOSTER BILLY D & PAULINE W Mail:

7896 BAY MEADOWS DR PENSACOLA, FL 32507

Situs: 3955 NAVY BLVD 32507

Use Code: WHOLESALE OUTLET P

Taxing COUNTY MSTU **Authority:** 

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	\$41,331	\$47,129	\$88,460	\$88,460	
2013	\$41,331	\$47,114	\$88,445	\$88,445	

**Disclaimer** 

\$48,225

Amendment 1/Portability Calculations

#### Sales Data

#### Official Records Sale Date Book Page Value Type (New Window)

04/2006 5918 375 \$100 WD View Instr 02/2006 5839 1064 \$100 WD View Instr 03/2004 5372 564 \$100 WD View Instr 03/2004 615 \$100 WD View Instr

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

2014 Certified Roll Exemptions

\$41,331

None

LT 15 AND W 1/2 OF LT 16 BLK 7 WESTERLY HEIGHTS S/D PB 2 P 1 4 OR 5918 P 375 SEC 37/38 T 2S R 30W CA 178

#### Extra Features

ASPHALT PAVEMENT

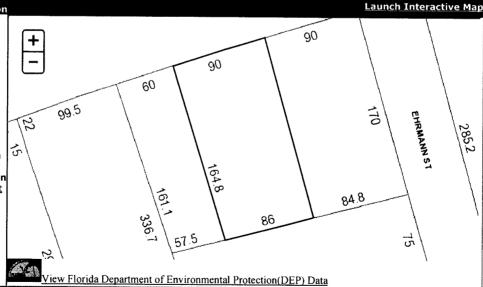
#### Parcel Information

Section Map Id: CA178

Approx. Acreage: 0.3329

Zoned: 🔑 HC/LI

Evacuation & Flood Information Open Report



#### Buildings

Address: 3955 NAVY BLVD, Year Built: 1951, Effective Year

Structural Elements

**DECOR/MILLWORK-AVERAGE DWELLING UNITS-0 EXTERIOR WALL-CONCRETE BLOCK** 

FLOOR COVER-CONCRETE-FINISH FOUNDATION-SLAB ON GRADE **HEAT/AIR-UNIT HEATERS** 

INTERIOR WALL-EXPOSED BLK/BRK

Recorded in Public Records 08/19/2013 at 09:13 AM OR Book 7062 Page 542, Instrument #2013062094, Pam Childers Clerk of the Circuit Court Escambia County, FL

IN THE COUNTY COURT IN AND FOR ESCAMBIA COUNTY, FLORIDA

CIVIL DIVISION

CASE NO: 2013 CC 001180

CAPITAL ONE BANK (USA), N A,

Plaintiff,

VS.

PAULINE W FOSTER,

Defendant,

PAM CHILDERS WELL COUNTY, FL

7813 AUG 15 P 1: 29

THY CIVIL DIVISION

#### **FINAL JUDGMENT**

IT IS ADJUDGED THAT plaintiff, CAPITAL ONE BANK (USA), NA, (15000 CAPITAL ONE DRIVE RICHMOND VA 23238 the sum of \$8,908.08, on principal, ) recover from defendant, PAULINE W FOSTER, Social Security Number prejudgment interest of \$0.00 and costs in the sum of \$350.00, for a total due of \$9,258.08 at the prevailing statutory interest rate of 4.75% per year from this date through December 31 of this current year, for which let execution issue. Thereafter, on January 1 of each succeeding year until the judgment is paid, the interest rate will adjust in accordance with section 55.03, Florida Statutes. It is further ordered and adjudged that the Defendant shall complete the Fact Information Sheet pursuant to Florida Rule of Civil Procedure Form 1.977 and return it to plaintiff's attorney within 45 days from the date of this final judgment, unless the final judgment is satisfied or a motion for new trial or notice of appeal is filed.

Jurisdiction of this case is retained to enter further orders that are proper to compel the Defendant to complete form 1.977 and return it to the plaintiff's attorney.

COUNTY COURT JUDGE

DONE AND ORDERED in ESCAMBIA County, FI

day of August 2013.

8-16-13 NW

Copies furnished to: Joseph F. Rosen , Esq. Pollack & Rosen, P.A.

806 Douglas Road

South Tower, Suite 200 Coral Gables, Florida 33134

Telephone No: 305-448-0006

LegalPleadings@PollackRosen.com

Mail@PollackRosen.com

**PAULINE W FOSTER** 7896 BAY MEADOWS DR PENSACOLA FL 32507-1581 File Number: 2103425

BK: 7256 PG: 1077 Last Page

ASSIGNMENT OF PROMISSORY NOTE AND MORTGAGE Page 2

JOYCE HAWKINS COBB, Co-Personal Representative date: \_\_\_\_\_\_\_, 2014

STATE OF FOLKA
COUNTY OF E3 Cah loia

[Signature of Notary Public

[NOTARIAL SEAL]

A1801742.DOC



Recorded in Public Records 11/10/2014 at 04:53 PM OR Book 7256 Page 1076, Instrument #2014084039, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording \$18.50

This instrument prepared by: RICHARD N. SHERRILL, ESQ. CLARK, PARTINGTON, HART, LARRY, BOND & STACKHOUSE, P.A. Post Office Drawer 13010 Suite 800, 125 West Romana Street Pensacola, Florida 32591-3010

> KATHY L. BARRON MY COMMISSION & EE 081019

#### **ASSIGNMENT OF PROMISSORY NOTE AND MORTGAGE**

The undersigned JOHN W. HAWKINS, JR. and JOYCE HAWKINS COBB, AS CO-PERSONAL REPRESENTATIVES OF THE ESTATE OF JOHN W. HAWKINS, A/K/A JOHN WILLIAM HAWKINS (the "Estate" or "Assignor"), as a part of the distribution of assets of the Estate, hereby assign, grant, transfer, and convey unto JOHN W. HAWKINS, JR. and JOYCE HAWKINS COBB, AS CO-TRUSTEES OF THE REVOCABLE TRUST AGREEMENT OF JOHN W. HAWKINS, A/K/A JOHN W. HAWKINS, SR., DATED THE 19TH DAY OF AUGUST, 2011 (the "Assignee"), all of Assignor's entire right, title and interest in that certain Promissory Note originally dated February 1, 2006 (as amended from time to time, hereinafter referred to as the "Note"), from BILLY D. FOSTER and PAULINE W. FOSTER, husband and wife (as Payor/Mortgagor) to JOHN W. HAWKINS (as Payee/Mortgagee), in the original principal amount of \$300,000.00, with interest at a rate of seven (7) percent; and that certain Mortgage from BILLY D. FOSTER and PAULINE W. FOSTER, husband and wife, to JOHN W. HAWKINS dated February 1, 2006, and recorded in Official Records Book 5839, Page 1065 in the Public Records of Escambia County, Florida; as corrected by that certain Corrected Mortgage dated February 1, 2006 and recorded in Official Records Book 5839, Page 1490 in the Public Records of Escambia County, Florida.

TO HAVE AND TO HOLD the above-described promissory note and mortgage unto the Assignee and to the successors, legal representatives, and assigns of the Assignee forever.

COUNTY OF ESCAMDIA Billy D. FUSTER #	PAUL	I hereby Certify that on to administer oaths and	take acknowledgments.	fficer duly authorized personally appeared
crown to me to be the person	one:) X Sa	the foregoing instrument, who id person(s) is/are personally  Witness my hand and officithis	known to me. Said p	person(s) provided the
	ı <b>ı</b>	II.		11 1

Recorded in Public Records 02/15/2006 at 11:00 AM OR Book 5839 Page 1490, Instrument #2006015276, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording \$18.50 MTG Stamps \$1050.00 Int. Tax \$600.00

MORTGAGE SHORT FORM		1
	RAMCO FORM 61/2	l e
	Return to: (enclose self-addressed stamped envelope)	
Vame:		Ernie Lee Mageha
Address:		CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY FLORIDA
		INST# 2008015178 02/15/2008 at 08:22 AAA
This Instrument !		OFF REC BIK: 5839 PG: 1085 - 1086 Doc Type: MTG RECORDING: \$18.50
<b>Leh</b> n W	, Hawkins	
Address: 3	904 Navy Blvd.	
	ensacola, F1. 32507	
	rs Parcel Identification	
olio Number(s):		
irantee[s] S.S. # (	(6)	_
RRECTE	D MORTGAGE	BOF
7	To add montage Amount	
•	1) SPACE ABOVE THIS LINE PUR PROCESSING DATA	SPACE AROVE THIS I INC COR DECORDING DATA
		Mortgage
	This Indenture, Made this 1 day of	Fobruary AD 2006
	DELLY D. FOSTER & PAULIN	IE W. FOSTER, husband & wifehereinafter called
	Mortgagors, and JOHN W. HAWKINS	
	hereinafter called the Mortgagee,	
	minessein, That the said Mortgagors	, for and in consideration of the sum of One Dollar, to
	in hand paid by the said Mortgagee s, the rec	ceipt whereof is hereby acknowledged, granted, bargained and s
		heirs and assigns forever, the following described land, situa
	and being in the County of EscambiaS	tate of Florida, to-wit:
	The 14 15	
	Westerly Heights - cutting	of lt. 16, and lts. 18&19 Blk.7,
	and 52, Township 2 South, Ran	on of a portion of Sections 37,38 ge 30 West, Escambia County, Florida,
	decording to brat recorded in	Plat Book 2 at page 14 of the sublic
	records of escambia County, F	lorida:
	:	
	and the said Mortgagor <u>s</u> do hereby fully lawful claims of all persons whomsoever.	warrant the title to said land, and will defend the same against
	lawful claims of all persons whomsoever.	· · · · · · · · · · · · · · · · · · ·
	lawful claims of all persons whomsoever.  Provided Always, That if said Mortgagoi	s, their, heirs, legal representatives or assigns, sh
O. C.	lawful claims of all persons whomsoever.   Probibed Always, That if said Mortgagot   pay to the said Mortgagee, hislegal	s, their, heirs, legal representatives or assigns, sh representatives or assigns, a certain Promissory Note dated the
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<u>:</u>	lawful claims of all persons whomsoever.  Provided Always, That if said Mortgagor pay to the said Mortgagee, hislegal day of Feh, A.D. \$300,000.00	signed by Billy D. Foster and serving sor also insurance premiums reasonably requires taken and also insurance premiums reasonably requires fee, which said Mortgagee may incur in collecting mortgage by suit or otherwise, then this mortgage and the estage of the serving and seal serving and seal serving and seal serving and the estage of the serving and the estage of the serving and the estage of the serving and seal serving and the estage of the serving and seal serving and sea
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Recorded in Public Records 06/01/2006 at 09:33 AM OR Book 5918 Page 375, Instrument #2006055179, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording \$10.00

INDIVIO. TO INDIVI	RAMCO FORM 01	l e e e e e e e e e e e e e e e e e e e
	, Return to: (enclose self-addressed stamped envelope)	
Name:		
Address:		
Andress:		
This Instrument Prep	and he	
	·	,
	W. Hawkins Navy Blvd.	
	cola, F1. 32507	
Property Appraisers P	reel Location	
Folio Number(s):		
Grantee[s] S.S. # (s)		
	CORRECTIVE REPR	
	CORRECTIVE DEED	
П	SPACE ABOVE THIS LINE FOR PROCESSING DATA	SPACE ABOVE THIS LINE POR RECORDING DATA
	This Marranty Deed, Made the 17	deviet Ameria
11		<del>-</del> •
1	JOHN W. HAWKINS & HAZEL N. HAY	
	hereinafter called the Grantor, to BILLY D. Fo	OSTER & PAULINE W. FOSTER, husband & wife
Ш	whose post office address is	1
	hereinafter called the Grantee.	
] [	(Wherever used herein the terms "Grantor" and "Grantee	" include all the parties to this instrument and the beirs, legal representatives, d assigns of corporations, wherever the context so admits or requires.)
[]	Witnesseth, That the Grantor, for and in con	sideration of the sum of \$ 100.00 and other
!		acknowledged, hereby grants, bargains, sells, aliens, remises,
]]	releases, conveys and confirms unto the Grantee all	that certain land, situate in Escambia
- 11	County, State of Florida	, viz:
- 11		of lot 16 and lots 18 % N. 15 feet of
		ghts, a subdivision of a portionof
ll l		ip 2 South, Range 30 West, Escambia 🖰 plat recorded on Plat Book 2 at page 14
	of the public records of Escar	
11	of the public records of fiber	mbia councy, rioriaa.
	Together, with all the tenements, heredi	taments and appurtenances thereto belonging or in anywise
il	appertaining. To Have and to Hold, the same	
	•	
- 11	And the Grantor hereby covenants with said	I grantee that the grantor is lawfully spized of said land in fee
l)		I must make an authorized and an activities of surface of surface and and activities of surface
ił.	simple; that the grantor has good right and lawfu	l authority to sell and convey said land, and hereby warrants
	the title to said land and will defend the same aga	l authority to sell and convey said land, and hereby warrants inst the lawful claims of all persons whomsoever; and that said
	the title to said land and will defend the same aga land is free of all encumbrances, except taxes accru	nl authority to sell and convey said land, and hereby warrants inst the lawful claims of all persons whomsoever; and that said ing subsequent to December 31,
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# SOUTHERN GUARANTY TITLE COMPANY

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

TEL. (850) 478-8121

FAX (850) 476-1437

Email: rcsgt@aol.com

Janet Holley Escambia County Tax Collector

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.: 07-4392-000
CERTIFICATE NO.: 2013-4355
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  221 Palafox Place, 4th Floor/
X Notify Escambia County, 190 Governmental Center, 32502
X Homestead for tax year.
Billy D. Foster  Pauline W. Foster  Pauline W. Foster  7896 Bay Meadows Dr.  Pensacola, FL 32507  John W. Hawkins, Jr. and  Joyce Hawkins Cobb, co-trustees of the  John W. Hawkins, Sr. Trust dated  8-19-11  301 Bremen Ave.  Pensacola, FL 32507
Unknown Tenants 3955 Navy Blvd. Pensacola, FL 32507
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.: 12252 July 16, 2015

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

- 1. Mortgage executed by Billy D. Foster and Pauline W. Foster, husband and wife to John W. Hawkins, dated 02/01/2006 and recorded in Official Record Book 5839 on page 1065 of the public records of Escambia County, Florida. given to secure the original principal sum of \$300,000.00. Corrected Mortgage recorded in O.R. Book 5839, page 1490. Assignment of Mortgage to John W. Hawkins, Jr. and Joyce Hawkins, co-trustees of the John W. Hawkins, Sr. Trust dated 08-19-201, recorded in O.R. Book 7256, page 1076.
- 2. Apparent Judgment filed by Capital One Bank (USA) N.A. recorded in O.R. Book 7062, page 542.
- 3. MSBU Lien filed by Escambia Countyr recorded in O.R. Book 4317, page 219.
- 4. Taxes for the year 2012-2014 delinquent. The assessed value is \$88,460.00. Tax ID 07-4392-000.

#### 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

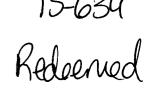
File No.: 12252 July 16, 2015

Lot 15 and West 1/2 of Lot 16, Block 7, Westerly Heights Subdivision, Plat Book 2, page 14, Escambia County, Florida.

### **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.: 12252

July 16, 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 07-15-1995, through 07-15-2015, and said search reveals the following:

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

Billy D. Foster and Pauline W. Foster, husband and wife

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: Cala MM

July 16, 2015