FORM 512 NOTICE TO TAX COLLECTOR OF APPLICATION FOR TAX DEED

Application Number 1600625

TO: Tax Collector of ESCAMBIA COUNTY: SCOTT LUNSFORD

In accordance with the Florida

Statutes, I,

5T WEALTH PARTNERS LP

DEPARTMENT #6200, P.O. BOX 830539

BIRMINGHAM, AL 35283

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

Certificate No.	Date	Legal Description
2014/ 2349	06-01-2014	BEG AT SW COR OF LT 6 N ALG W LI 20 FT E 343 4/10 FT FOR POB CONTINUE E 37 5/10 FT N AT RT ANG 125 FT W 37 5/10 FT S AT RT ANG 125 FT TO POB S/D OF SECTION OR 6923 P 498 LESS OJ 28 P 885 STATE RD S-289-A R/W

I agree to pay all delinquent taxes, redeem all outstanding tax 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 report 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.

Electronic signature on file

12-27-2016

Applicant's Signature

Date

BEG AT SW COR OF LT 6 N ALG W LI 20 FT E 343 4/10 FT FOR POB CONTINUE E 37 5/10 FT N AT RT ANG 125 FT W 37 5/10 FT S AT RT ANG 125 FT TO POB S/D OF SECTION OR 6923 P 498 LESS OJ 28 P 885 STATE RD S-289-A R/W

#### **Tax Collector's Certification**

CTY-513

Tax Deed Application Number

1600625

Date of Tax Deed Application
Dec 27, 2016

This is to certify that **5T WEALTH PARTNERS LP**, holder of **Tax Sale Certificate Number 2014 / 2349**, Issued the 1st Day of June, 2014 and which encumbers the following described property in the county of Escambia, State of Florida, to wit: **05-2211-000** 

Cert Holder:

5T WEALTH PARTNERS LP DEPARTMENT #6200, P.O. BOX 830539 BIRMINGHAM, AL 35283 Property Owner:
MARTIN ARTHUR E
5552 CHARBAR DR
PENSACOLA, FL 32526

BEG AT SW COR OF LT 6 N ALG W LI 20 FT E 343 4/10 FT FOR POB CONTINUE E 37 5/10 FT N AT RT ANG 125 FFull legal attached.

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, or if the certificate is held by the County, all appropriate fees have been deposited.

Certificates owned by applicant and filed in connection with this application:

Certificate Year/Number	Account Number	Sale Date	Face Amount of Certificate	Interest	Total
2014/2349	05-2211-000	06/01/2014	119.73	11.60	131.33
2016/2218	05-2211-000	06/01/2016	130.15	6.51	136.66

Certificates redeemed by applicant or included (County) in connection with this tax deed application:

Certificate Year/Number	Account Number	Sale Date	Face Amount of Certificate	Tax Collector's Fee	Interest	Total
2015/2504	05-2211-000	06/01/2015	126.28	6.25	35.99	168.52

Amounts Certified by Tax Collector (Lines 1-7):	Total Amount Paid
1. Total of all Certificates in Applicant's Possession and Cost of the Certificates Redeemed by Applicant	436.51
2. Total of Delinquent Taxes Paid by Tax Deed Applicant	0.00
3. Total of Current Taxes Paid by Tax Deed Applicant	94.51
4. Ownership and Encumbrance Report Fee	200.00
5. Tax Deed Application Fee	175.00
6. Total Interest Accrued by Tax Collector Pursuant to Section 197.542, F.S.	
7. Total (Lines 1 - 6)	906.02
Amounts Certified by Clerk of Court (Lines 8-15):	<b>Total Amount Paid</b>
3. Clerk of Court Statutory Fee for Processing Tax Deed	
9. Clerk of Court Certified Mail Charge	
10. Clerk of Court Advertising Charge	
11. Clerk of Court Recording Fee for Certificate of Notice	
12. Sheriff's Fee	
13. Interest Computed by Clerk of Court Pursuant to Section 197.542, F.S.	1000000
14. Total (Lines 8 - 13)	
15. One-half Assessed Value of Homestead Property, if Applicable per F.S.	
<ol> <li>Other Outstanding Certificates and Delinquent Taxes Not Included in this Application,</li> </ol>	
17. Statutory (Opening) Bid; Total of Lines 7, 14, 15 (if applicable) and 16 (if	
18. Redemption Fee	12.50
19. Total Amount to Redeem	

Done this the 18th day of January, 2017 Scott Lunsford, Tax Collector of Escambia County

Date of Sale:

\*This certification must be surrendered to the Clerk of the Circuit Court no later than ten (10) days after this date.

05-2211-000 2014



### Chris Jones Escambia County Property Appraiser

Real Estate Search Tangible Property Search Sale List

Assessments

Amendment 1/Portability Calculations

#### **Back**

Navigate Mode 

Account OReference

Printer Friendly Version

General Information Reference: 092S

092S300600001010

052211000 MARTIN ARTHUR E

Account:
Owners:
Mail:

5552 CHARBAR DR PENSACOLA, FL 32526

Situs:

FAIRFIELD DR 32505
VACANT INDUSTRIAL

Use Code: Taxing

COUNTY MSTU

Authority: Tax Inquiry:

Open Tax Inquiry Window

Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector

Year	Land	Imprv	Total	Cap Val
2016	\$5,654	\$0	\$5,654	\$5,654
2015	\$5,654	\$0	\$5,654	\$5,654
2014	\$5,654	\$0	\$5,654	\$5,654

Disclaimer

Amendment 1/Portability Calculations

Sales Data

01/1967

353

Sale Date Book Page Value Type (New

View Instr

**Window)**10/16/2012 6923 498 \$75,800 WD <u>View Instr</u>
08/1989 2751 111 \$11,600 WD <u>View Instr</u>

\$500 WD

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

48

2016 Certified Roll Exemptions

None

Legal Description

BEG AT SW COR OF LT 6 N ALG W LI 20 FT E 343 4/10 FT FOR POB CONTINUE E 37 5/10 FT N AT RT ANG 125 FT W 37 5/10 FT...

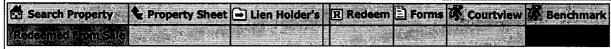
**Extra Features** 

None

Parcel Launch Interactive Map Information Section Map Id: 09-25-30-3 Approx. Acreage: 0.0974 Zoned: 🔑 HC/LI Evacuation & Flood Information Open Report HAN FAIRFIELD DRAM View Florida Department of Environmental Protection(DEP) Data **Buildings** 

None

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.





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

Tax Deed - Redemption Calculator
Account: 052211000 Certificate Number: 002349 of 2014

Redemption Yes >	Application Date 12/27/2016	Interest Rate 18%
	Final Redemption Payment ESTIMATED	Redemption Overpayment ACTUAL
	Auction Date 04/03/2017	Redemption Date 01/31/2017
Months	4	1
Tax Collector	\$906.02	\$906.02
Tax Collector Interest	\$54.36	\$13.59
Tax Collector Fee	\$12.50	\$12.50
Total Tax Collector	\$972.88	\$932.11
Clerk Fee	\$130.00	\$130.00
Sheriff Fee	\$120.00	\$120.00
Legal Advertisement	\$200.00	\$200.00
App. Fee Interest	\$27.00	\$6.75
Total Clerk	\$477.00	\$456.75
Postage	\$60.00	\$0.00
Researcher Copies	\$40.00	\$0.00
Total Redemption Amount	\$1,549.88	\$1,388.86
	Repayment Overpayment Refund Amount	\$161.02

Notes

#### **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 # 2014 TD 002349

Redeemed Date 01/31/2017

Name ARTHUR E MARTIN 5552 CHARBAR DR PENSACOLA, FL 32526

Clerk's Total = TAXDEED

Due Tax Collector = TAXDEED

Postage — FD2

ResearcherCopies — TD6

\$47.00

\$972.88

• For Office Use Only

	Date	Docket	Desc	Amount Owed	Amount Due	Payee Name
- 1	•					
-1					The same of the same and the same of the s	national minor constitues objets a safe and constitues and according to the constitue of the constituence of the
- 1			to the second se		And the second s	The combined by the combined of the combined o

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 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

6

## PAM CHILDERS, CLERK OF THE CIRCUIT COURT Tax Certificate Redeemed From Sale

Account: 052211000 Certificate Number: 002349 of 2014

Payor: ARTHUR E MARTIN 5552 CHARBAR DR PENSACOLA, FL 32526 Date 01/31/2017

Clerk's Check #	2693111	Clerk's Total	\$ <b>4</b> 77 <b>/</b> 00
Tax Collector Check #	1	Tax Collector's Total	\$970.88
		Postage	\$6000
1		Researcher Copies	\$40.0
		Total Received	\$1,549.88

PAM CHILDERS

Clerk of the Circuit Cour

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

Recorded in Public Records 11/23/2016 1:56 PM OR Book 7627 Page 763, Instrument #2016090470, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording \$10.00

## THE OFFICE OF ENVIRONMENTAL ENFORCEMENT SPECIAL MAGISTRATE IN AND FOR ESCAMBIA COUNTY, FLORIDA

ESCAMBIA COUNTY, FLORIDA

VS.

Case No.: CE 16-05-00707 Location: 616 Mills Ave PR# 352S311000001169

Martin, Arthur E 5552 Charbar Dr Pensacola, FL 32526

#### **ORDER**

THIS CAUSE was brought before the Office of the Environmental Enforcement Special Magistrate on Petitioner's Certification of Costs, pursuant to the Special Magistrate's Order of August 23, 2016; and the Special Magistrate having found the Respondent in violation of Escambia County Code of Ordinances 42-196 (d) Overgrowth, Zoning Sec 5-9.2 Waste removal, and 94-51 Obstruction of County ROW. THEREFORE, the Special Magistrate being otherwise fully advised of the premises; it is hereby ORDERED, pursuant to Section 30-35 of the Escambia County Code of Ordinances, that the following itemized costs shall be added to the fines imposed by the Order of Special Magistrate dated August 23, 2016.

Itemized	Cost		
a. Fines		\$	0.00
b. Court Costs		\$	1,100.00
c. County Abatement Fees		\$_	0.00
	Total:	\$	1,100.00

DONE AND ORDERED at Escambia County, Florida on this

John B Trawick

Special Magistrate
Office of Environmental Enforcement

1427 Last Page

BK: 7580 1301 Last Page

> You have the right to appeal orders of the Special Magistrate to the Circuit Court of Escambia County. If you wish to appeal, you must give notice of such in writing to both the Environmental Enforcement Division at 3363 W Park Place, Pensacola, Florida 32505 and the Escambia County Circuit Court at the M.C. Blanchard Judicial Building, 190 Governmental Center, Pensacola, Florida 32501, no later than 30 days from the date of this Order. Failure to timely file a Written Notice of Appeal will waive your rights to appeal.

Jurisdiction is retained to enter such further orders as may be appropriate and necessary.

DONE AND ORDERED at Escambia County, Florida on the

John B Trawick Special Magistrate

Office of Environmental Enforcement

BK: 7580 PG: 1426

BK: 7580 PG: 1300

Costs in the amount of  $\frac{1}{100.00}$  are awarded in favor of Escambia County as the prevailing party against **RESPONDENT**.

This fine shall be forwarded to the Board of County Commissioners. Under the authority of 162.09(1) F.S. and Sec. 30-34(d) of the Code of Ordinances, the Board of County Commissioners will certify to the Special Magistrate all costs imposed pursuant to this order. All Monies owing hereunder shall constitute a lien on ALL YOUR REAL AND PERSONAL PROPERTY including any property involved herein, which lien can be enforced by foreclosure and as provided by law.

BK: 7580 PG: 1425

BK: 7580 PG: 1299

Corrective action shall inclu	de:
-------------------------------	-----

	Complete removal of all contributing nuisance conditions; trash, rubbish, overgrowth
	and legally dispose of. Maintain clean conditions to avoid a repeat violation.
	Remove vehicle. Repair vehicle or store in rear yard behind 6' opaque fencing
	Obtain building permit and restore structure to current building codes or, obtain
	demolition permit and remove the structure(s), legally disposing of all debris.
	Remove all structures, signs, vehicles, etc. from County ROW; refrain from further
	obstruction.
	Subscribe for residential waste collection with a legal waste collection service and
	comply with solid waste disposal methods
	Immediately cease burning and refrain from future burning
	Remove all refuse and dispose of legally and refrain from future littering
	Rezone property and conform to all performance standards or complete
	removal of the commercial or industrial entity
	Obtain necessary permits or cease operations
	Acquire proper permits or remove sign(s)
$   \mathbf{M} $	Other place dumpster container out of view or enclose/screen container
	Other
	Other
	Other
	Other

BK: 7580 PG: 1424

BK: 7580 PG: 1298

	30-203 Unsafe Building; Described as □ Main Structure □ Accessory Building(s)		
	$\square \text{ (a) }\square \text{ (b) }\square \text{ (c) }\square \text{ (d) }\square \text{ (e) }\square \text{ (f) }\square \text{ (g) }\square \text{ (h) }\square \text{ (i) }\square \text{ (j) }\square \text{ (k) }\square \text{ (l) }\square \text{ (m) }\square \text{ (n) }\square \text{ (o)}$		
,	$\square \ (p) \ \square \ (q) \ \square \ (t) \ \square \ (t) \ \square \ (u) \ \square \ (v) \ \square \ (w) \ \square \ (x) \ \square \ (y) \ \square \ (z) \ \square \ (aa) \ \square \ (bb) \ \square \ (cc) \ \square \ (dd)$		
<b>a</b>	94-51 Obstruction of County Right-of-Way (ROW)		
	82-171 Mandatory Residential Waste Collection		
	82-15 Illegal Burning		
	82-5 Littering Prohibited		
	LDC Chapter 3 Commercial in residential and non permitted use		
	LDC Chapter 2 Article 3 Land Disturbance without permits		
	LDC Chapter 5 Article 8 Prohibited Signs, Un-permitted Sign ROW		
	Other Sec 5-9.2 Whole removal area not enclosed or bufferred		
	Other		
	THEREFORE, The Special Magistrate being otherwise fully advised in		
the premises; it is hereby ORDERED that <u>RESPONDENT</u> shall have until <u>Softenber 6</u> ,			
2016 to correct the violation and to bring the violation into compliance.			

Recorded in Public Records 08/26/2016 at 03:18 PM OR Book 7580 Page 1423, Instrument #2016066098, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording \$44.00

Recorded in Public Records 08/26/2016 at 02:53 PM OR Book 7580 Page 1297, Instrument #2016066065, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording \$44.00

# THE OFFICE OF ENVIRONMENTAL ENFORCEMENT SPECIAL MAGISTRATE IN AND FOR THE COUNTY OF ESCAMBIA, STATE OF FLORIDA

**PETITIONER**ESCAMBIA COUNTY FLORIDA,

VS.

CASE NO: CE#16-05-00707 LOCATION: 616 Mills Ave PR# 352S311000001169

Martin, Arthur E 5552 Charbar Dr Pensacola, FL 32526 RESPONDENT

#### ORDER

This CAUSE having come before the Office of Environmental

Enforcement Special Magistrate on the Petition of the Environmental Enforcement

Officer for alleged violation of the ordinances of the County of Escambia, State of

Florida, and the Special Magistrate having considered the evidence before him in the

form of testimony by the Enforcement Officer and the Respondent or representative,

thereof, NAMED ABOVE, as well as evidence submitted and after consideration of the
appropriate sections of the Escambia County Code of Ordinances, the Special Magistrate

finds that a violation of the following Code of Ordinance(s) has occurred and continues

	42-196 (a) Nuisance Condit	tions
	42-196 (b) Trash and Debri	s
	42-196 (c) Inoperable Vehic	cle(s); Describett
		GERTIFIED TO BE A TRUE COPY OF THE
$\checkmark$	42-196 (d) Overgrowth	ORIGINAL ON FILE IN THIS OFFICE  WENESS MY HAND AND OFFICIAL SEAL
		PAM CHILDERS  CLERK OF THE CIRCUIT COURT & COMPTROLLER
		ESCAMBIA COUNTY, FLORIDA D.C.
		DATE: 8:210-16

#### Exhibit "A"

#### Parcel 1:

Beginning at the Southwest corner of Lot 6, of a subdivision of Section 9, Township 2 South, Range 30 West; thence North along the West line of Lot 6 a distance of 20 feet; thence East and parallel with the South line of Lot 6 a distance of 343.4 feet to Point of Beginning; thence continue East 37.5 feet; thence North at right angles 125 feet; thence West at right angles 37.5 feet; thence South at right angles 125 feet to Point of Beginning. All lying and being in Escambia County, Florida. Less and except any portion lying within road right of way.

#### Parcel 2:

Begin 20 feet North of Southwest corner of Lot 6, East 318.3 feet for Point of Beginning, North 200 feet, East 100 feet, South 200 feet, West 7.9 feet, North 160 feet, West 30 feet, South 35 feet, West 37.5 feet, South 125 feet, West 25 feet to Point of Beginning, subdivision of Section 9, Township 2 South, Range 30 West. All lying and being in Escambia County, Florida. Less and except any portion lying within road right of way and less and except property described in Official Records Book 1295, Page 892.

#### Parcel 3:

Beginning 20 feet North of Southwest corner of Lot 6, of a subdivision of Section 9, Township 2 South, Range 30 West, run 388 and eight tenths feet East for Point of Beginning; thence continue East 30 feet; thence North 160 feet, West 30 feet, South 160 feet to the Point of Beginning. Less and except any portion lying within road right of way and less and except that portion deeded in Official Records Book 505, at Page 705 of the Public Records of Escambia County, Florida.

	STATE OF Florida	, COUNTY OF Escambia	} ss.
lividual)	This instrument was acknowledged before me this by Arthur E. Martin, a single man		
	who is personally known to me or who has produc My commission expires:	Pamela	as identification
	T 32C BLYSS MY	PAMELA J. HENRY ary Public - State of Florida Comm. Expires Jul 6, 2015 ommission # EE 109587	cknowledger)
	STATE OF	, COUNTY OF	}} ss.
siness ntity	This instrument was acknowledged before me this		
:nowledgment	by		
	of		
		on behalf	
	He/she is personally known to me or has produced		as identification.
	My commission expires:		
		(Notary Po	iblic)
		(Printed Name of A	cknowledger)

© 1993, 2001 Wolters Kluwer Financial Services - Bankers Systems<sup>TM</sup> Form AGCO-RESI-FL 8/11/2006

(page 8 of 8)

30. OTHER	the Property. The term "personal property" specifically excludes that property described as "household goods" secured in connection with a "consumer" loan as those terms are defined in applicable federal regulations governing unfair and deceptive credit practices.  **TERMS.** If checked, the following are applicable to this Mortgage:
_	Line of Credit. The Secured Debt includes a revolving line of credit provision. Although the Secured Debt may be reduced to a zero balance, this Mortgage will remain in effect until released.
X	Separate Assignment. The Mortgagor has executed or will execute a separate assignment of leases and rents. If the separate assignment of leases and rents is properly executed and recorded, then the separate assignment will supersede this Security Instrument's "Assignment of Leases and Rents" section.
	Additional Terms.
	Land from the contract to the state of the contract
	And the second of the second o
BALAN INTERE MORTO	CHECKED, THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL CE DUE UPON MATURITY IS APPROXIMATELY \$ 46,412.04 , TOGETHER WITH ACCRUED ST., IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS GAGE.  CHECKED, THIS BALLOON MORTGAGE SECURES A VARIABLE RATE OBLIGATION AND THE BALANCE DUE
ASSUN	TES THAT THE INITIAL RATE OF INTEREST APPLIES FOR THE ENTIRE TERM OF THE MORTGAGE. THE ALBALANCE DUE UPON MATURITY MAY VARY DEPENDING ON CHANGES IN THE RATE OF INTEREST.
GNATURI attachm	ES: By signing below, Mortgagor agrees to the terms and covenants contained in this Mortgage and in any lents. Mortgagor also acknowledges receipt of a copy of this Mortgage on the date stated above on Page 1.
Entity Na	ne:
(Signature	Arthur E. Martin (Date) (Signature) (Date)
(Cignature	wherfw. Masia of/11/2 Amila of Oklub 10/16
T	1) - V Davis and House
	Sullitaria 1 THOMAS IN THE STATES

- 3. SECURED DEBT DEFINED. The term "Secured Debt" includes, but is not limited to, the following:
  - A. The initial indebtedness secured by this Mortgage is the debt incurred under the terms of all promissory note(s), contract(s), guaranty(ies) or other evidence of debt described below and all extensions, renewals, modifications or substitutions (When referencing the debts below it is suggested that you include items such as borrowers' names, note amounts, interest rates, maturity dates, etc.): Promissory Note of even date i/n/o Arthur E Martin i/a/o \$60,000.
  - B. All future advances made within 20 years from the date of this Mortgage from Lender to Mortgagor or other future obligations of Mortgagor to Lender pursuant to Section 4 of this Mortgage under any promissory note, contract, guaranty, or other evidence of debt existing now or executed after this Mortgage whether or not this Mortgage is specifically referred to in the evidence of debt.
  - C. All obligations Mortgagor owes to Lender, which now exist or may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Mortgagor and Lender.
  - D. All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Mortgage, plus interest at the highest rate in effect, from time to time, as provided in the Evidence of Debt.
  - E. Mortgagor's performance under the terms of any instrument evidencing a debt by Mortgagor to Lender and any Mortgage securing, guarantying, or otherwise relating to the debt.

If more than one person signs this Mortgage as Mortgagor, each Mortgagor agrees that this Mortgage will secure all future advances and future obligations described above that are given to or incurred by any one or more Mortgagor, or any one or more Mortgagor and others. This Mortgage will not secure any other debt if Lender fails, with respect to such other debt, to make any required disclosure about this Mortgage or if Lender fails to give any required notice of the right of rescission.

- 4. MAXIMUM OBLIGATION LIMIT; FUTURE ADVANCES. The total principal amount of the Secured Debt (hereafter defined) secured by this Mortgage at any one time shall not exceed \$ 60,000.00 . This limitation of amount does not include interest, loan charges, commitment fees, brokerage commissions, attorneys' fees and other charges validly made pursuant to this Mortgage and does not apply to advances (or interest accrued on such advances) made under the terms of this Mortgage to protect Lender's security and to perform any of the covenants contained in this Mortgage. Future advances are contemplated and, along with other future obligations, are secured by this Mortgage even though all or part may not yet be advanced. Nothing in this Mortgage, however, shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment would need to be agreed to in a separate
- 5. PAYMENTS. Mortgagor agrees to make all payments on the Secured Debt when due and in accordance with the terms of the Evidence of Debt or this Mortgage.
- 6. WARRANTY OF TITLE. Mortgagor covenants that Mortgagor is lawfully seized of the estate conveyed by this Mortgage and has the right to grant, bargain, convey, sell, and mortgage the Property and warrants that the Property is unencumbered, except for encumbrances of record.
- 7. CLAIMS AGAINST TITLE. Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Mortgagor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Mortgagor's payment. Mortgagor will defend title to the Property against any claims that would impair the lien of this Mortgage. Mortgagor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses which Mortgagor may have against parties who supply
- labor or materials to improve or maintain the Property.

  PRIOR SECURITY INTERESTS. With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property and that may have priority over this Mortgage, Mortgagor agrees:
  - A. To make all payments when due and to perform or comply with all covenants.

© 1993, 2001 Wolters Kluwer Financial Services - Bankers Systems<sup>TM</sup> Form AGCO-RESI-FL 8/11/2006

- To promptly deliver to Lender any notices that Mortgagor receives from the holder.
- C. Not to make or permit any modification or extension of, and not to request or accept any future advances under any note or agreement secured by, the other mortgage, deed of trust or security agreement unless Lender consents in writing.
- 9. DUE ON SALE OR ENCUMBRANCE. Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of any lien, encumbrance, transfer, or sale, or contract for any of these on the Property. However, if the Property includes Mortgagor's residence, this section shall be subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable. For the purposes of this section, the term "Property" also includes any interest to all or any part of the Property. This covenant shall run with the Property and shall remain in effect until the Secured Debt is paid in full and this Mortgage is released.

  10. TRANSFER OF AN INTEREST IN THE MORTGAGOR. If Mortgagor is an entity other than a natural person (such as a
- corporation or other organization), Lender may demand immediate payment if (1) a beneficial interest in Mortgagor is sold

İnstrum	ed in Public Records 10/22/2012 ment #2012080399, Ernie Lee Ma , FL Recording \$78.00 MTG Stam	gaha Clerk of the	Circuit Court Escambia		
120.0	This document was prepared by Beach Community B	ank			
	State of Florida's Documentary Stamp Tax required the amount of \$ 210.00 has been paid the Circuit Court (or the County Comptroller, if the County of Escambia County	to the Clerk of applicable) for			
	IF CHECKED, THIS IS A BALLOON MORT				
	BALANCE DUE UPON MATURITY IS APPROXIMATION INTEREST. IF ANY, AND ALL ADVANCEMENT MORTGAGE.  IF CHECKED, THIS BALLOON MORTGAGE ASSUMES THAT THE INITIAL RATE OF INTEREST.	ITS MADE BY THE MOI SECURES A VARIABLE RA REST APPLIES FOR THE	RTGAGEE UNDER THE TERMS OF THIS TE OBLIGATION AND THE BALANCE DUE ENTIRE TERM OF THE MORTGAGE. THE		
	State of Florida	Space Abov	This Line For Recording Data		
	REAL ESTATE MORTGAGE (With Future Advance Clause)				
1.	DATE AND PARTIES. The date of this Mortgage is MORTGAGOR:	s 10-16-2012	The parties and their addresses are:		
	Arthur E. Martin, a single man 5552 Charbar Drive Pensacola, FL 32526				
	<ul> <li>Refer to the Addendum which is attached a LENDER: Beach Community Bank</li> </ul>	and incorporated herein for	additional Mortgagors.		
	Organized and existing under the laws of the state of P.O. Box 4400	f Florida			
2.	Ft. Walton Beach, FL 32549  MORTGAGE. For good and valuable consideration the Secured Debt (hereafter defined), Mortgago described property:				
	See Exhibit "A" attached hereto and made a part hereof.				
	The property is located in Escambia		at 3214 W Fairfield Drive		
		(County) Pensacola	, Florida 32505		
	(Address)	(City)	(Zip Code)		
	Together with all rights, easements, appurtena diversion payments or third party payments in structures, fixtures, and replacements that may above (all referred to as "Property"). The term water, ditches, reservoirs, reservoir sites and dam with the Property, however established.	nade to crop producers, a now, or at any time in the Property also includes, but	and all existing and future improvements, future, be part of the real estate described is not limited to, any and all water wells,		
	FLORIDA - AGRICULTURAL/COMMERCIAL REAL ESTATE SECURITY  © 1993, 2001 Wolters Kluwer Financial Services - Benkers Systems™ For		OR VA USE, AND NOT FOR CONSUMER PURPOSES)		

#### Exhibit "A"

#### Parcel 1:

Beginning at the Southwest corner of Lot 6, of a subdivision of Section 9, Township 2 South, Range 30 West; thence North along the West line of Lot 6 a distance of 20 feet; thence East and parallel with the South line of Lot 6 a distance of 343.4 feet to Point of Beginning; thence continue East 37.5 feet; thence North at right angles 125 feet; thence West at right angles 37.5 feet; thence South at right angles 125 feet to Point of Beginning. All lying and being in Escambia County, Florida. Less and except any portion lying within road right of way.

#### Parcel 2:

Begin 20 feet North of Southwest corner of Lot 6, East 318.3 feet for Point of Beginning, North 200 feet, East 100 feet, South 200 feet, West 7.9 feet, North 160 feet, West 30 feet, South 35 feet, West 37.5 feet, South 125 feet, West 25 feet to Point of Beginning, subdivision of Section 9, Township 2 South, Range 30 West. All lying and being in Escambia County, Florida. Less and except any portion lying within road right of way and less and except property described in Official Records Book 1295, Page 892.

#### Parcel 3:

Beginning 20 feet North of Southwest corner of Lot 6, of a subdivision of Section 9, Township 2 South, Range 30 West, run 388 and eight tenths feet East for Point of Beginning; thence continue East 30 feet; thence North 160 feet, West 30 feet, South 160 feet to the Point of Beginning. Less and except any portion lying within road right of way and less and except that portion deeded in Official Records Book 505, at Page 705 of the Public Records of Escambia County, Florida.

Recorded in Public Records 10/22/2012 at 10:50 AM OR Book 6923 Page 498, Instrument #2012080398, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording \$18.50 Deed Stamps \$530.60

# 18.50 Noc 1545 +530.81 This instrument prepared by: Pamela J. Henry \$418.71 Name: an employee of

Reliable Land Title Corporation 15 West La Rua Street Pensacola, Florida 32501

Return to: Reliable Land Title Corporation

FILE NO. 12-07-086PP-A 15 West La Rua Street

Address:

Pensacola, Florida 32501

Property Appraisers Parcel Identification Number:

THIS WARRANTY DEED made by Micki F. Conti aka Micki Conti, an unmarried woman, whose post office address is 401 Tonawanda Drive, Pensacola, FL 32506, hereinafter called the grantor, to Arthur E. Martin, an unmarried man, whose post office address is 5552 Charbar Drive, Pensacola, FL 32526, hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the 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 \$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, State of Florida, viz:

See Exhibit "A" for legal description attached hereto.

Together, with all the tenements, hereditaments and appurtenances thereto belonging or in otherwise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with the grantee that 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, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2011. FURTHER SUBJECT TO restrictions, reservations, covenants and easements of record, if any, however this reference shall not operate to reimpose same.

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered

in the presence of

Par Handy

Witness: X MITTERS

Micki F. Conti aka Micki Cont

put ARA mick Conti

Witness:

STATE OF FLORIDA COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this light day of October 2012 by Micki Conti, who is personally known to me or who has produced \_\_\_\_\_\_ as identification and who did/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: rcsgt@aol.com

Scott Lunsford

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.: 13300 January 19, 2017

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

- 1. That certain mortgage executed by Arthur E. Martin in favor of Beach Community Bank dated 10/16/2012 and recorded 10/22/2012 in Official Records Book 6923, page 500 of the public records of Escambia County, Florida, in the original amount of \$60,000.00. Assignment of Rents and Leases recorded in O.R. Book 6923, page 509.
- 2. Code Enforcement Lien filed by Escvambia County recorded in O.R. Book 7580, page 1423, as amended in O.R. Book 7627, page 763.
- 3. Taxes for the year 2013-2016 delinquent. The assessed value is \$5,654.00. Tax ID 05-2211-000.

#### 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.: 13300 January 19, 2017

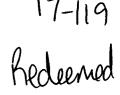
#### 092S300600001010 - Full Legal Description

BEG AT SW COR OF LT 6 N ALG W LI 20 FT E 343 4/10 FT FOR POB CONTINUE E 37 5/10 FT N AT RT ANG 125 FT W 37 5/10 FT S AT RT ANG 125 FT TO POB S/D OF SECTION OR 6923 P 498 LESS OJ 28 P 885 STATE RD S-289 -A 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.: 13300 January 19, 2017

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 01-19-1997, through 01-19-2017, and said search reveals the following:

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

Arthur E. Martin

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: MANAL

January 19, 2017



## **Pam Childers**

### Clerk of the Circuit Court and Comptroller, Escambia County

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

February 9, 2017

5T WEALTH PARTNERS LP DEPARTMENT #6200 PO BOX 830539 BIRMINGHAM AL 35283

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
2014 TD 002349	\$450.00	\$6.75	\$456.75

**TOTAL \$456.75** 

Very truly yours,

PAM CHILDERS
Clerk of Circuit Court

By: Tu

Emily Hogg

Tax Deed Division