## TO: Tax Collector of ESCAMBIA COUNTY: JANET HOLLEY

In accordance with the Florida Statutes, I,

CAZENOVIA CREEK FUNDING I, LLC PO BOX 54897 NEW ORLEANS, LA 70154

, 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/ 3771	06-01-2014	LT 17 BLK 4 OR 3054 P 830 1ST ADDN TO PEN HAVEN PB 3 P 14 CA 173

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

04-26-2016

Applicant's Signature

Date

**Tax Collector's Certification** 

## Tax Deed Application Number

1600314

Date of Tax Deed Application Apr 26, 2016

Total Amount Paid

This is to certify that **CAZENOVIA CREEK FUNDING I, LLC**, holder of **Tax Sale Certificate Number 2014 / 3771**, Issued the 1st Day of June, 2014 and which encumbers the following described property in the county of Escambia, State of Florida, to wit: **07**-**1657-000** 

#### Cert Holder: CAZENOVIA CREEK FUNDING I, LLC PO BOX 54897 NEW ORLEANS, LA 70154

Property Owner: CLEVELAND FRANK & JOSEPHINE 321 KING ST SELMA, AL 36701 LT 17 BLK 4 OR 3054 P 830 1ST ADDN TO PEN HAVEN PB 3 P 14 CA 173

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:

Amounts Certified by Tax Collector (Lines 1-7):

Certificate Year/Number	Account Number	Sale Date	Face Amount of Certificate	Interest	Total
2014/3771	07-1657-000	06-01-2014	759.63	37.98	797.61

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
2015/4033	07-1657-000	06-01-2015	797.94	6.25	39.90	844.09

1. Total of all Certificates in Applicant's Possession and Cost of the Certificates Redeemed by Applicant	1,641.70
2. Total of Delinquent Taxes Paid by Tax Deed Applicant	0.00
3. Total of Current Taxes Paid by Tax Deed Applicant	748.79
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)	2,765.49
Amounts Certified by Clerk of Court (Lines 8-15):	Total Amount Paid
8. 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.	
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	6.25
19. Total Amount to Redeem	

Done this the 27th day of April, 2016 Janet Holley, Tax Collector of Escambia County

Date of Sale: OCHOBER 3, 2016 By Jenne Stewart \*This certification must be surrendered to the Clerk of the Circuit Court no later than ten (10) days after this date. 07-1657-000 2014



**INTERIOR WALL-**DRYWALL-PLASTER **NO. PLUMBING FIXTURES**-3

NO. STORIES-1

Mail:

# Chris Jones Escambia County Property Appraiser

Real Estate **Tangible Property** Sale Amendment 1/Portability Search Search List Calculations Back Printer Friendly Version Navigate Mode ●Account ○Reference **General Information** Assessments **Reference:** 342S301151170004 Year Total Land Imprv Cap Val Account: 071657000 2015 \$11,400 \$30,930 \$42,330 \$42,330 Owners: CLEVELAND FRANK & JOSEPHINE 2014 \$11,400 \$30,564 \$41,964 \$41,964 321 KING ST 2013 \$11,400 \$27,628 \$39,028 \$39,028 SELMA, AL 36701 1419 N 48TH AVE 32506 Situs: Disclaimer Use Code: SINGLE FAMILY RESID 🔑 Amendment 1/Portability Calculations Taxing COUNTY MSTU Authority: Tax Inquiry: Open Tax Inquiry Window Tax Inquiry link courtesy of Janet Holley Escambia County Tax Collector Sales Data 2015 Certified Roll Exemptions **Official Records** Sale Date Book Page Value Type Legal Description (New Window) 09/1991 3054 830 \$30,000 WD View Instr LT 17 BLK 4 OR 3054 P 830 1ST ADDN TO PEN HAVEN PB 3 P 14 CA 173 06/1980 1449 519 \$17,000 WD View Instr Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Extra Features CARPORT Comptroller

Parcel Information			Launch Interactive Ma
Approx. Acreage: 0.1585 Zoned: P MDR Evacuation & Flood Information Open Report	60	120	60
Address: 1419 N 48TH A Structural Elements DECOR/MILLWORK-AI DWELLING UNITS-1 EXTERIOR WALL-COM FLOOR COVER-ASPHAL FOUNDATION-SLAB OI HEAT/AIR-WALL/FLOO	VE, Year Built: 1953, Ef VERAGE CRETE BLOCK T TILE V GRADE	of Environmental Protection(DEP) Da Buildings	ita

ECPA Home



🖆 Search Property 🗣 Prop	verty Sheet 🛋 Lien Holder's 📕 Sold To ℝ Red	eem 🖹 Forms 🐼 Courtview 🕷 Benchmark
	PAM CHILDE CLERK OF THE CIRC ESCAMBIA COUNTY	UIT COURT , FLORIDA
A DOD WE TRULL	Tax Deed - Redemptio Account: 071657000 Certificate Nu	
Redemption No 🗸	Application Date 04/26/2016	Interest Rate 18%
	Final Redemption Payment ESTIMATED	Redemption Overpayment ACTUAL
	Auction Date 10/03/2016	Redemption Date 07/14/2016
Months	6	3
Tax Collector	\$2,765.49	\$2,765.49
Tax Collector Interest	\$248.89	\$124.45
Tax Collector Fee	\$6.25	\$6.25
Total Tax Collector	\$3,020.63	\$2,896.19
Clerk Fee	\$130.00	\$130.00
Sheriff Fee	\$120.00	\$120.00
Legal Advertisement	\$200.00	\$200.00
App. Fee Interest	\$40.50	\$20.25
Total Clerk	\$490.50	\$470.25
a na sana ang sana a		
Postage	\$60.00	\$0.00
Researcher Copies	\$40.00	\$0.00
Total Redemption Amount	\$3,611.13	\$3,366.44 -120 - 200 = \$ 3046.4
	Repayment Overpayment Refund Amount	\$244.69
	repayment or expayment retains without	
		\$49.23
		\$49.23 over pyn

Notes

CLERK ( ARCI C DO	PAM CHILDERS DF THE CIRCUIT HIVES AND RECO CHILDSUPPORT CIRCUIT CIVIL IRCUIT CRIMINAI COUNTY CIVIL OUNTY CRIMINAI MESTIC RELATIO FAMILY LAW JURY ASSEMBLY JUVENILE MENTAL HEALTH MIS RATIONAL SERVI PROBATE TRAFFIC	COURT RDS L L NS	COUNTY OF OFFICE CLERK OF THE C	OF THE	CI	BRANCH OFFICES CHIVES AND RECORDS JUVENILE DIVISION CENTURY LERK TO THE BOARD OF DUNTY COMMISSIONERS OFFICIAL RECORDS COUNTY TREASURY AUDITOR	
	Nam	e clayton	Case # 2014 TD 0 Redeemed Date 07	/14/2016	OLA FL 325	26	
Clerk's To	otal = TAXDE	ED		\$496.50	Sou	6.44	
Due Tax	Collector = TA	XDEED	an di di 1979 na antonina di <b>di Bili di Antonina d</b> er a sud mandi kaon dana ana di denand <sup>a</sup> na antonina dan da kao da kao da Antonina da da kao	\$3,020.63			
Postage =	TD2			\$60,00			
ResearcherCopies = TD6				\$40.00	48	.23 over f	
			• For Office Use	Only		-	_
Date	Docket	Desc	Amount Owed	Amount	Due	Payee Name	
FINANCIAL SUMMARY							
No Inform	nation Availa	ble - See D	ockets				
1					and the second se		<u> </u>

PAM CHILDERS CLERK OF THE CIRCUIT CO ARCHIVES AND RECORD CHILDSUPPORT CIRCUIT CIVIL CIRCUIT CIVIL COUNTY CIVIL COUNTY CIVIL COUNTY CRIMINAL DOMESTIC RELATIONS FAMILY LAW JURY ASSEMBLY JUVENILE MENTAL HEALTH MIS OPERATIONAL SERVICE PROBATE TRAFFIC	S COUN COUN	TTY OF ESCAMBIA OFFICE OF THE THE CIRCUIT COURT	BRANCH OFFICES ARCHIVES AND RECORDS JUVENILE DIVISION CENTURY CLERK TO THE BOARD OF COUNTY COMMISSIONERS OFFICIAL RECORDS COUNTY TREASURY AUDITOR
		K OF THE CIRCUIT COURT	r
A		Redeemed From Sale	2014
ACCO	ount: 0/165/000 Certi	ficate Number: 003771 of	2014
Payor: CLAYTON H	MCPHAUL 5620 CERN	Y RD PENSACOLA FL 3252	6 Date 07/14/2016
	1228203955	Clerk's Total	\$490.50
Clerk's Check #	1	Tax Collector's Total	\$3,020.63
Tax Collector Check #	L	Postage	\$60,00
		Researcher Copies	\$40.00
		Total Received	-\$3,011.13- 3094.
		Total Received	
		PAM CHILDERS Clerk of the Circuit Received By: Deputy Clerk	Court
		alafox Place Ste 110 • PENSAC 327 • http://www.clerk.co.escar	

Г



# **Pam Childers**

Clerk of the Circuit Court and Comptroller, Escambia County

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

July 25, 2016

CAZENOVIA CREEK FUNDING I LLC PO BOX 54897 NEW ORLEANS LA 70154

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 003771	\$450.00	\$20.25	\$470.25

TOTAL \$470.25

Very truly yours,

PAM CHILDERS Clerk of Circuit Cou By: Emily Hog**g** 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 •

July 22, 2016

CLAYTON H MCPHAUL 5620 CERNY RD PENSACOLA FL 32526

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

2014 TD 003771

\$48.23

TOTAL \$48.23

Very truly yours,

PAM CHILDERS Clerk of Circuit-Court By: Emily Hogg Tax Deed Division

1

BK: 6747 PG: 216 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 Escambia Central Office Complex, 3363 W. Park Place, Pensacola, Florida 32504 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  $26^{-1}$  day of  $30^{-1}$ , 2011.

Robert O. Beasley Special Magistrate Office of Environmental Enforcement

BK: 6747 PG: 215

Costs in the amount of  $\frac{2}{2}$  are awarded in favor of Escambia County as the prevailing party against \_\_\_\_\_\_  $O_{area}$ .

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: 6747 PG: 214

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

 $\Box$  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)

Other \_\_\_\_\_

Other \_\_\_\_\_

K: 6747 PG: 213	
X	30-203 Unsafe Building; Described as  Main Structure  Accessory Building(s)
	$\Box (a) \Box (b) \Box (c) \Box (d) \Box (e) \Box (f) \Box (g) \Box (h) \Box (i) \Box (j) \Box (k) \Box (l) \Box (m) \Box (n) \bigcirc (o)$
,	$\Box (\mathbf{p}) \Box (\mathbf{q}) \Box (\mathbf{r}) \Box (\mathbf{s}) \Box (\mathbf{t}) \mathbf{\nabla} (\mathbf{u}) \Box (\mathbf{v}) \Box (\mathbf{w}) \Box (\mathbf{x}) \Box (\mathbf{y}) \Box (\mathbf{z}) \Box (\mathbf{aa}) \Box (\mathbf{bb}) \Box (\mathbf{cc}) \mathbf{P} (\mathbf{dd})$
	94-51 Obstruction of County Right-of-Way (ROW)
	82-171 Mandatory Residential Waste Collection
	82-15 Illegal Burning
	82-5 Littering Prohibited
	LDC Article 6 Commercial in residential and non permitted use
	LDC 4.01.02 and LDC 4.01.04 Land Disturbance without permits
	LDC 8.03.02 and COO 86-91 Prohibited Signs, Un-permitted Sign ROW
	Other
	THEREFORE, The Special Magistrate being otherwise fully advised in
the prem	ises; it is hereby ORDERED that:

Recorded in Public Records 07/29/2011 at 04:23 PM OR Book 6747 Page 408, Instrument #2011051948, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording \$44.00

Recorded in Public Records 07/29/2011 at 03:57 PM OR Book 6747 Page 212, Instrument #2011051919, Ernie Lee Magaha 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

## ESCAMBIA COUNTY, FLORIDA

VS.

#### CASE NO: CE#11-04-00865 LOCATION: 1419 48th Avenue PR# 342S30-1151-170-004

Frank & Josephine Cleveland 1419 North 48th Avenue Pensacola, Florida 32506

#### 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,

N/A, 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 Conditions 42-196 (b) Trash and Debris 42-196 (c) Inoperable Vehicle(s); Described \_\_\_\_\_\_

42-196 (d) Overgrowth

Certified to be a true copy Of the original on file in this office Witness my hand and official and ERNIE LEE MAGAHA Clerk of the Circuit Court Eschuld Court, Florida BY DATE This Certificate is attached to a one (1) page document entitled, Escambia/Pensacola State Housing Initiatives Partnership (SHIP) Program Lien Agreement between Escambia County, Florida, and Frank Cleveland, Hitomi H. Cleveland, and Josephine B. Murry.

STATE OF FLORIDA COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this <u>26</u><sup>40</sup> Day of <u>April 2001</u>, by <u>Frank Cleveland</u>, who is personally known to me or who produced <u>Florida Orivers License</u> as identification and <u>Hitomi H. Cleveland</u>, who is personally known to me or who produced <u>Florida Orivers License</u> as identification and who did (did not) take an oath.

BRUCE C. THOMPSON Notary Public-State of Florida My Commission Expires May 8, 2004 COMM # CC 934803

Notary Public - State of Florida

STATE OF

The foregoing instrument was acknowledged before me this 10<sup>th</sup> Day of \_\_\_\_\_\_\_ Non\_\_\_\_\_\_ 2001, by Josephine B. Murry, who is personally known to me or who broduced 10 military TD \_\_\_\_\_\_\_ As identification, and who did (did not)/ take an oath

.... lliern tary Public

RCD May 16, 2001 08:38 am Escambia County, Florida

Ernie Lee Magaha Clerk of the Circuit Court INSTRUMENT 2001-842682

This Instrument Prepared by The West Florida Regional Planning Council, P.O. Box 486, Pensacola, FL 32593-0486, Phone: (850) 595-8910, as Agent for Escambia County, Florida.

OR BK 4706 PG1827 Escambia County, Florida INSTRUMENT 2001-842682

(0. ESCAMBIA/PENSACOLA STATE HOUSING INITIATIVES PARTMERSHIP (SHIP) PROGRAM ESCAMBIA COUNTY, FLORIDA

> Administered By: Neighborhood Enterprise Foundation, Inc. P.O. Box 18178 Pensacola, Florida 32523-8178 Phone: (850) 458-0466 FAX: (850) 458-0464

#### LIEN AGREEMENT

Applicant Name(s)	Address of Property	or Vacate
Frank Cleveland	1419 North 48th Avenue	
<u>Hitomi H. Cleveland</u>	<u>Pensacola, Florida 32506</u>	
Total Amount of Lien		Lot_17
\$5,889.00	Block_4	
Total Amount Due to Date	Grant	Book <u>3054</u> Page <u>830</u>
Ś		Tract.

I, the undersigned, owner occupant of said property do hereby agree that I will continue to occupy and maintain the rehabilitated housing unit for at least a five (5) year period from the date of execution of this lien agreement. I will not sell, transfer ownership, or rent the property to any other person or persons during this five (5) year period. The lien will depreciate at the rate of twenty percent (20%) per year for a period of five (5) years. I understand that this lien will not be subordinated under any circumstances.

If the property is sold, ownership is transferred to another party or parties, or the property is converted to rental occupancy during the five (5)year period, I do hereby agree that I or my heir(s) will repay to the Escambia/Pensacola State Housing Initiatives Partnership (SHIP) Program Trust Fund, the undepreciated portion of the total lien amount cited above. If the property is sold, the undepreciated portion shall be paid lump-sum from the proceeds of the sale. If the property is rented or transferred to another party, the undepreciated portion shall be considered a loan and a repayment plan will be established. The undepreciated portion to be repaid shall be calculated on a daily rate, based upon the number of days remaining in the five (5) year period, from the date of sale, rental or transfer of said property.

_4 36 01 	Signature: Lank Weller
	Type/Print Name: <u>Frank Cleveland</u>
42601 Date	Signature: ditu A cleular
	Type/Print Name: <u>Hitomi H. Cleveland</u>
5/10/01 Date	Signature: Josephine B. Murry

This Instrument Prepared by The West Florida Regional Planning Council, P.O. Box 486, Pensacola, FL 32593-0486, Phone: (850) 595-8910, as Agent for Escambia County, Florida. Escambia County, Florida;

(13) That certain mortgage made by Donald B. McPhaul for \$29,404.00 dated th∉ 26th day of April, 1985, and recorded in Official Records Book 2054, Page 799, of the public records of Escambia County, Florida.

In the event of the resignation, death or inability of either CLAYTON H. McPHAUL or DOROTHY E. McPHAUL to serve as truchee, then the remaining trustee shall serve as sole trustee. In the event of the resignation, death or inability of both CLAYTON F. McPHAUL and DOROTHY E. McPHAUL to serve as trustee, then LINDA SUE SAIGHMAN shall serve as successor trustee. In the event of the resignation, death or inability of LINDA SUE SAIGHMAN to serve as trustee, then BARNETT BANKS TRUST COMPANY, N.A. shall serve as successor trustee.

DATED this 31st day of July, 1992.

Signed, sealed and delivered in the presence of: Witness: Brenda K. Stokes

atty Me Finel DOROTHY

Shuluy Strace Shifley F. Linne Witness:

A:1)14-11 CLATTON H. MCPHAUL

STATE OF FLORIDA COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 23 rd day of June, 1993 by CLAYTON H. McPHAUL and DOROTHY E. McPHAUL, husband and wife, who are personally known to me and who did not take an oath.

NOTART PUBLIC

Typed Name: William V. Linne Commission Expires: 12-30-95 Commission No.: CC160312

58/McPH.hAM

 $\odot$ 

÷.,

0

Ŷ. Mider Neces C Conn 4 Et un 12 1~ <u>\_</u>

25×10

2

)

Ϊ

STATE OF FLORIDA

)

(C)

COUNTY OF ESCAMBIA

## ASSIGNMENT OF MORTGAGE

We, the undersigned, the owners of the following mortgages, and of the indebtedness secured by them, for valuable consideration do hereby assign and transfer an undivided one-half interest in each of the following described mortgages and indebtednesses to CLAYTON H. MCPHAUL and DOROTHY E. MCPHAUL, as trustees, (Social Security Number: 461-22-8505), whose address is 5610 Cerny Road, Pensacola, Florida 32526:

(1) That certain mortgage made by Ruby G. Percival for \$41,900.00 dated the 22nd day of May, 1992, and recorded in Official Records Book 3010, Page 245, of the public records of Escambia County, Florida;

(2) That certain mortgage made by David B. McFhaul for \$29,404.00 dated the 26th day of April, 1985, and recorded in Official Records Book 2054, Page 802, of the public records of Escambia County, Florida;

(3) That certain mortgage made by Virginia Sue Crews, for \$31,500.00 dated the 30th day of November, 1984, and recorded in Official Records Book 1996, Page 577, of the public records of Escambia County, Florida;

(4) That certain mortgage made by Henry Patrick and Rosa A. Patrick, husband and wife, for \$40,000.00 dated the 14th day of August, 1990, and recorded in Official Records Book 2902, Page 406, of the public records of Escambia County, Florida;

(5) That certain mortgage made by Kevin G. Saighman and Linda S. Saighman, husband and wife, for \$79,765.57 dated the 30th day of April, 1987, and recorded in Official Records Book 2390, Page 313, of the public records of Escambia County, Florida;

(6) That certain mortgage made by Jewel M. Noiris, for \$10,061.60 dated the 1st day of March, 1982, and recorded in Official Records Book 1712, Page 354, of the public records of Escambia County, Florida;

(7) That certain mortgage made by Richard D. Smothers and Debra J. Smothers, husband and wife for \$30,000.00 dated the 15th day of November, 1983, and recorded in Official Records Book 1843, Page 705, of the public records of Escambia County, Florida;

(8) That certain mortgage made by Linda S. Saighman for \$30,000.00 dated the 27th day of June, 1988, and recorded in Official Records Book 2570, Page 84, of the public records of Escambia County, Florida

(9) That certain mortgage made by Sherman Lewis Thames and Debra A. Thames, husband and wife, for \$34,600.00 dated the 20th day of Decemer, 1990, and recorded in Official Records Book 2953, Page 959, of the public records of Escambia County, Florida;

(10) That certain mortgage made by Linda S. Saighman, for \$22,500.00 dated the 8th day of August, 1984, and recorded in Official Records Book 1948, Fage 372, of the public records of Escambia County, Florida;

(11) That certain mortgage made by Frank Cleveland and Josephine Cleveland, husband and wife for \$28,500.00 dated the 2nd day of September, 1992, and recorded in Official Records Book 3054, Page 831, of the public records of Escambia County, Florida;

(12) That certain mortgage made by Sharon R. Greene for \$43,500.00 dated the 22nd day of February, 1991, and recorded in Official Records Book 2974, Page 439, of the public records of

 $\circ$ 

## MAD 3297N 364

(13) That certain mortgage made by Donald B. McPhaul for \$29,404.00 dated the 26th day of April, 1985, and recorded in Official Records Book 2054, Page 799, of the public records of Escambia County, Florida.

In the event of the resignation, death or inability of either CLAYTON H. MCPHAUL or DOROTHY E. MCPHAUL to serve as trustee, then the remaining trustee shall serve as sole trustee. In the event of the resignation, death or inability of both CLAYTON H. MCPHAUL and DOROTHY E. MCPHAUL to serve as trustee, then LINDA SUE SAIGHMAN shall serve as successor trustee. In the event of the resignation, death or inability of LINDA SUE SAIGHMAN to serve as trustee, then BARNETT BANKS TRUST COMPANY, N.A. shall serve as successor trustee.

DATED this 31st day of July, 1992.

Signed, sealed and delivered in the presence of . 1 Witness: Brenda K. Stokes A lyma

H. MCPHAUL

Witness: Shirley F. Linne

S Lulie

STATE OF FLORIDA COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 29th day of December, 1992 by CLAYTON H. McPHAUL and DOROTHY E. McPHAUL, husband and wife, who are personally known to me and who did not take an oath.

> WELLING & CHEF Notary Profile, State of Hubble My content rapid a Dec. 20, 1985 Conto, No. 00160311

NOTARY PUBLIC Typed Name: William V. Linne Commission Expires: 12-30-95 Commission No.: CC160312

÷...

---

1

ė

C, -

 $\infty$ 

CO

ω

တ

B36/McPH.AM

20+1.50 Loc

NBD 3297N 363

Proparoit By: WILLIAM V. HUSSE 127 Sol Palatos Findo Pélo, Box 17047

Pennadolia, Elioyada 62692 (904) 433-2224

STATE OF FLORIDA

COUNTY OF ESCAMBIA

#### ASSIGNMENT OF MORTGAGE

We, the undersigned, the owners of the following mortgages, and of the indebtedness secured by them, for valuable consideration do hereby assign and transfer an undivided one-half interest in each of the following described mortgages and indebtednesses to DOROTHY E. MCPHAUL and CLAYTON H. MCPHAUL, as trustees, (Social Security Number:

(1) That certain mortgage made by Ruby G. Percival for \$41,900.00 dated the 22nd day of May, 1992, and recorded in Official Records Book 3010, Page 245, of the public records of Escambia County, Florida;

(2) That certain mortgage made by David B. McPhaul for \$29,404.00 dated the 26th day of April, 1985, and recorded in Official Records Book 2054, Page 802, of the public records of Escambia County, Florida;

(3) That certain mortgage made by Virginia Sue Crews, for \$31,500.00 dated the 30th day of November, 1984, and recorded in Official Records Book 1996, Page 577, of the public records of Escambia County, Florida;

(4) That certain mortgage made by Henry Patrick and Rosa A. Patrick, husband and wife, for \$40,000.00 dated the 14th day of August, 1990, and recorded in Official Records Book 2902, Page 406, of the public records of Escambia County, Florida;

(5) That certain mortgage made by Kevin G. Saighman and Linda S. Saighman, husband and wife, for \$79,765.57 dated the 30th day of April, 1987, and recorded in Official Records Book 2390, Page 313, of the public records of Escambia County, Florida;

(6) That certain mortgage made by Jewel M. Norris, for \$10,061.60 dated the 1st day of March, 1982, and recorded in Official Records Book 1712, Page 354, of the public records of Escambia County, Florida;

(7) That certain mortgage made by Richard D. Smothers and Debra J. Smothers, husband and wife for \$30,000.00 dated the 15th day of November, 1983, and recorded in Official Records Book 1843, Page 705, of the public records of Escambia County, Florida;

(8) That certain mortgage made by Linda S. Saighman for \$30,000.00 dated the 27th day of June, 1988, and recorded in Official Records Book 2570, Page 84, of the public records of Escambia County, Florida

(9) That certain mortgage made by Sherman Lewis Thames and Debra A. Thames, husband and wife, for \$34,600.00 dated the 20th day of Decemer, 1990, and recorded in Official Records Book 2953, Page 959, of the public records of Escambia County, Florida;

(10) That certain mortgage made by Linda S. Saighman, for \$22,500.00 dated the 8th day of August, 1984, and recorded in Official Records Book 1948, Page 372, of the public records of Escambia County, Florida;

(11) That certain mortgage made by Frank Cleveland and Josephine Cleveland, husband and wife for \$28,500.00 dated the 2nd day of September, 1992, and recorded in Official Records Book 3054, Page 831, of the public records of Escambia County, Florida;

(12) That certain mortgage made by Sharon R. Greene for \$43,500.00 dated the 22nd day of February, 1991, and recorded in Official Records Book 2974, Page 439, of the public records of Escambia County, Florida;

## MANN 305410 832

The mortgager. agree that the indebtadness covered by this mortgage shall become immediately due and payable, and this mortgage shall become immediately forecleasable, for all sums secured horeby, if the said indebtadness, or any part thereof, or the said interest, or any installment thereof, shall not be paid according to the terms of the said note of the mortgager. and all cost and expenses, including attorney's fee and commissions, incurred in collecting this mortgage debt, shall be a part of the mortgage debt and a lien upon the mortgaged property, and if a foreclosure of this mortgage be had, or a suit to forecless the same rightfully begun, they will pay all cost and expenses of the said suit, including an attorney's fee, to the attorney of the complainant, foreclessing, of \$15.60 and 10 per cent. upon the amount decreed to the complainant, which cost and fees shall be included in the lien of this mortgage and in the sum decreed to the complainant, which cost and fees shall be included in the lien of this mortgage and in the sum decreed to the complainant, which cost and fees shall be included in the lien of this mortgage and in the sum decreed to the complainant, which cost and fees shall be included in the lien of this mortgage and in the sum decreed in the lien of this mortgage and in the sum decreed in the lien of this mortgage and in the sum decreed in the lien of this mortgage and in the sum decreed in the lien of this mortgage and in the sum decreed in the lien of this mortgage and in the sum decreed in the lien of the mortgage and in the sum decreed in the lien of the mortgage and in the sum decreed in the lien of the sum decreed in the sum decreed in the lien of the mortgage and in the sum decreed in the lien of the mortgage and in the sum decreed in the lien of the mortgage and in the sum decreed in the lien of the mortgage and in the sum decreed in the lien of the mortgage and in the sum decreed in the lien of the mortgage and in the sum decreed in the lien of the mortgage and in the sum decree

and seal 8 this 2nd have hereunto set OUT hand B... A. D. 1991 Clesda Signed, sealed and delivared in the presence of SEAL. Collifs White Deadys &. White posophia Car SEAL Cleveland losephine SEAL. SEAL. ø 0 an 0 0 ŝ 3 State of Morida 0 À ESCAMBIA County ] Before the subscriber personally appeared \_\_\_\_\_\_ FRANK CIEVLIAND and JOSEPHINE CLEVELAND his wife, known to me, and known to me to be the individual.B......described by said names...... in and who executed the fore-A. D. 19.91 September Given under my hand and official seal, this \_\_\_\_\_\_ day of Acalyo & White My Commission expires.....

State of Ilorida

he

i A

ALC: NOT

PREPARED BY: Dorothy E. McPhaul Star 597

٤.,

## MORTGAGE

ESCANGIA County

Knom all fien by these Fresents, That WE, FRANK CLEVELAND and JOSEPHINE CLEVELAND, husband and wife,

Clayton H. MoPhaul and Dorothy E. MoPhaul, husband and wife, the receipt whereof is hereby acknowledged, have granted bargained and sold, and by these presents do grant, bargain, their sell, and convey unto the said. Clayton H. McPhaul and Dorothy E. McPhaul, husband, here, and assigns, forever, the following described real estate, situate, lying and being in the Escambia \_\_\_\_\_\_. State of Florida, to-wit:

Lot 17, Block 4, FIRST ADDITION TO PEN HAVEN a subdivision of a portion of Section 34, Township 2 South, Range 30 West, Escambia County, Florida, according to a plat of said subdivision recorded in Plat Book 3 at Page 14 of the Public Records of said county.

In the event any payment is not received by the Mortgagees within Ten (10) days of due date the Mortgagors shall incur a late penalty of Five Percent (5%) of any sum or sums then due.

All terms and conditions of subject Mortgage Note are incorporated herein and made a part hereof, including late payment penalty.

ba.e: 9-5-91 Received \$ 21.20 in bayment of Documentary Stamps Dert. # 59-204338-27-01 and A \$ 5220 in payment of \$ 5720 in tangible Personal / Property Tax.

A. Flowers, Comptroller Escambia County, Florida

By <u>Carlineep</u> D.C.

Together with the tenements, hereditaments and appurtenances thereunto belonging or appertaining, the whole free from all examption and right of homestead.

And Ma the said mortgagons, for QURGELVER and OUR heirs, do covenant with the said mortgages.3, their and assigns, that be are well seized of said priverty, and have a good right to convey the same; that it is free from any lien or incumbrance in law or equity, and that said mortgagers. shall and will warrant, and by these presents forever defend, the said premises unto the said mortgagers. their heirs and assigns against the lawful claims of all and every person or persons whomsoever.

THE FOREGOING CONVEYANCE is intended to be, and is, a mortgage to secure the payment of <u>One (1)</u> greatingery note <u>of date even herewith</u>

for the sum of Twenty-Eight Thousand Five Hundred and no/100- - (\$28,500.0) - - - Dollars made by the said Frank Cleveland and Josephine Cleveland, husband and wife, payable to the order of the said Clayton H. NoPhaul and Dorothy L. McPhaul, husband and wifethe said mertgages E., In 360 consecutive monthly installments of \$250.10, including principal

and interest, commencing October 3, 1991, after date, with interest for date per sname, the said interest perfibie ponthly at 5610 Gerny Road, Pensacola, FL 32506, or such other address as Wortgagees may designate in writing.

		WARRANTY DEED RAMCO FORM OF
	ose seð-eddræsed stamped envelope)	MDIVID. TO INDIVID.
/ 1/19	k and Josephine Cleveland	
Pens	acola, FL 32506	
	.• đ	
	1	
	nent Prepared by:	
	blu Cerny Rosa	
20 Pe	msacola, FL 32506	
	oprelears Percel Identification (Folio) Number(s):	
07-16	57-000	
	8.8. #(1):263-78-2662; 262-11-4980	SPACE ABOVE THIS LINE FOR RECORDING DATA
Step [		and day of September A.D. 19 91 by
a	This Warranty Beed Made the	
180,00	DOROTHY E. McPHAUL, a married	woman,
Per	hereinafter called the grantor, to FRANK CLEVELAND and JOSEPHINE CLEVE	ITAND, husband and wife.
	-ALARA WARE ATTAC WATERS IS	
1	1419 North 48th Avenue, Pensacola,	Florida 32506
Ą	(Wherever used hards the terms "grands heirs, legal representatives and seeign	$r^{2}$ and "generated" include all the parties to this instrument and the or individuals, and the successors and and an of exportions)
	valuable considerations, receipt whereight is never releases, conveys and confirms unto the grant	in consideration of the sum of $\$ - 10.00$ and other by schnowledged, hereby grants, bargains, sells, aliens, remises, ee all that certain land situate in Escambia
	County, State of Florida, viz.	
ľ	Lot 17 Block & FIRST ADDITIO	N TO PEN HAVEN, a subdivision of a portion b Dance 30 West, Escamble County, Florida,
1	of Section 34, Township 2 Sout	h, Range 30 West, Escambia County, Florida, h, Bange 30 West, Escambia Book 3 at Page
	i	DOTATSTON LOCALGON THE AND
	14 of the Public Records of sa	D.S. PD 2 - 2(
	SUBJECT PROPERTY IS NOT GRANTO	DATE DATE COMPTROLLER
	SUBJECT PROPERTY IS NOT CHARAC	BY: UP 200332027-01
		BY: 0 Con Strate CERT. #59-2043328-27-01
	appertaining. To Rave und to Rold, the same	editaments and appurtenances thereto belonging or in anywise in fee simple forever.
	appertaining. <b>In Haur and to Hold</b> , the same <b>And</b> the grantor hereby covenants with a simple; that the grantor has good right and law title to said land and will defend the same agei	editaments and appurtenances thereto belonging or in anywise in fee simple forever. said grantee that the grantor is lawfully seized of said land in fee ful authority to sell and convey said land, and hereby warrants the not the lawful claims of all persons whom soever; and that said land metry whereas to December \$1, 19 90.
	appertaining. <b>On Haur and to Hold</b> , the same <b>And</b> the grantor hereby covenants with a simple; that the grantor has good right and law title to said land and will defend the same aged is free of all encumbrances, except taxes acco <b>In Mitness Migrent</b> , the said gran	editaments and appurtenances thereto belonging or in anywise in fee simple forever. said grantee that the grantor is lawfully seized of said land in fee ful authority to sell and convey said land, and hereby warrants the set the lawful clears of all persons whom soever; and that said land
	appertaining. <b>On Haur and to Hald</b> , the same <b>And</b> the grantor hereby covenants with a simple; that the grantor has good right and law title to said land and will defend the same agai is free of all encumbrances, except taxes acc <b>In Witness Thereof.</b> the said gran written.	editaments and appurtenances thereto belonging or in anywise in fee simple forever. said grantee that the grantor is lawfully seized of said land in fee ful authority to sell and convey said land, and hereby warrants the not the lawful claims of all persons whomsoever; and that said land ruing subsequent to December \$1, 19 90. tor has signed and sealed these presents the day and year first above
	appertaining. <b>On Haur and to Hold</b> , the same <b>And</b> the grantor hereby covenants with a simple; that the grantor has good right and law title to said land and will defend the same aged is free of all encumbrances, except taxes acco <b>In Mitness Migrent</b> , the said gran	editaments and appurtenances thereto belonging or in anywise in fee simple forever. said grantee that the grantor is lawfully seized of said land in fee ful authority to sell and convey said land, and hereby warrants the not the lawful claims of all persons whomsoever; and that said land ruing subsequent to December \$1, 19 90. tor has signed and sealed these presents the day and year first above
	appertaining. <b>On Haur and to Hald</b> , the same <b>And</b> the grantor hereby covenants with a simple; that the grantor has good right and law title to said land and will defend the same agai is free of all encumbrances, except taxes acc <b>In Witness Thereof.</b> the said gran written. Signed, sealed and delivered in the presence <u>Califf white</u>	editaments and appurtenances thereto belonging or in anywise in fee simple forever. said grantee that the grantor is lawfully seized of said land in fee ful authority to sell and convey said land, and hereby warrants the not the lawful claims of all persons whomsoever; and that said land ruing subsequent to December \$1, 19 90. tor has signed and sealed these presents the day and year first above of: Decoluty C. McChaul
	appertaining. <b>On Haur and to Hald</b> , the same <b>And</b> the grantor hereby covenants with a simple; that the grantor has good right and law title to said land and will defend the same agai is free of all encumbrances, except taxes acc <b>In Witness Thereof.</b> the said gran written.	editaments and appurts: ances thereto 'solonging or in anywise in fee simple forever. Said grantee that the grantor is lawfully seized of said land in fee ful authority to sell and convey said land, and hereby warrants the not the lawful claims of all persons whomsoever; and that said land ruing subsequent to December \$1, 19 90. tor has signed and sealed these presents the day and year first above of: DOROTHY E. McPHAUL
	appertaining. <b>On Haur and to Hald</b> , the same <b>And</b> the grantor hereby covenants with a simple; that the grantor has good right and law title to said land and will defend the same agai is free of all encumbrances, except taxes acc <b>In Witness Thereof.</b> the said gran written. Signed, sealed and delivered in the presence <u>Califf white</u>	editaments and appurts: ances thereto 'selonging or in anywise in fee simple forever. said grantee that the grantor is lawfully seized of said land in fee ful authority to sell and convey said land, and hereby warrants the not the lawful claims of all persons whomsoever; and that said land ruing subsequent to December 31, 19 90. tor has signed and sealed these presents the day and year first above of: 
	appertaining. <b>Cs Haue and ts Hald</b> , the same <b>And</b> the grantor hereby covenants with a simple; that the grantor has good right and law title to said land and will defend the same aged is free of all encumbrances, except taxes according <b>Sn Mitness Mattersf</b> , the said gran written. Signed, sealed and delivered in the presence <u>Collis H. White</u> Finant States <b>Sollis H. White</b> <b>Finant States</b>	editaments and appurts: ances thereto 'solonging or in anywise in fee simple forever. Said grantee that the grancor is lawfully seized of said land in fee ful authority to sell and convey said land, and hereby warrants the not the lawful claims of all persons whom soever; and that said land ruing subsequent to December \$1, 19 90. tor has signed and sealed these presents the day and year first above of: DOROTHY E. McPHAUL
•	appertaining. <b>On Haur and to Hald</b> , the same <b>And</b> the grantor hereby covenants with a simple; that the grantor has good right and law title to said land and will defend the same agai is free of all encumbrances, except taxes acc <b>In Witness Thereof.</b> the said gran written. Signed, sealed and delivered in the presence <u>Califf white</u>	editaments and appurts: ances thereto 'slonging or in anywise in fee simple forever. Said grantee that the grancor is lawfully seized of said land in fee ful authority to sell and convey said land, and hereby warrants the not the lawful claims of all persons whomsoever; and that said land ruing subsequent to December \$1, 19 90. tor has signed and sealed these presents the day and year first above of: DOROTHY E. McPHAUL Phated Signature 5610 Cerny Road, Pensacola, FL 32506 Post Office Addree
	appertaining. <b>Cs Haue and ts Hald</b> , the same <b>And</b> the grantor hereby covenants with a simple; that the grantor has good right and law title to said land and will defend the same aged is free of all encumbrances, except taxes according <b>Sn Mitness Mattersf.</b> the said gran written. Signed, sealed and delivered in the presence <u>Collis H. White</u> <u>Frans Science</u> <u>Collis H. White</u> <u>Frans Science</u> <u>Collis H. White</u> <u>Frans Science</u> <u>Collis H. White</u> <u>Collis H. White</u> <u>Signed</u> <u>Collis H. White</u>	editaments and appurts: ances thereto 'slonging or in anywise in fee simple forever. Said grantse that the grancor is lawfully seized of said land in fee ful authority to sell and convey said land, and hereby warrants the not the lawful claims of all persons whomsoever; and that said land ruing subsequent to December \$1, 19 90. tor has signed and sealed these presents the day and year first above of: <u>Decothy</u> <u>E. McPHAUL</u> Phated Bigester <u>5610 Carny Road</u> , Pensacola, FL 32506 Four Office Addrees
	appertaining. <b>Cs Haue and ts Hald</b> , the same <b>And</b> the grantor hereby covenants with a simple; that the grantor has good right and law title to said land and will defend the same aged is free of all encumbrances, except taxes according <b>Sn Mitness Mattersf.</b> the said gran written. Signed, sealed and delivered in the presence <u>Collis H. White</u> <u>Frans Science</u> <u>Collis H. White</u> <u>Frans Science</u> <u>Collis H. White</u> <u>Frans Science</u> <u>Collis H. White</u> <u>Collis H. White</u> <u>Signed</u> <u>Collis H. White</u>	editaments and appurts: ances thereto 'slonging or in anywise in fee simple forever. Said grantee that the grancor is lawfully seized of said land in fee ful authority to sell and convey said land, and hereby warrants the not the lawful claims of all persons whomsoever; and that said land ruing subsequent to December \$1, 19 90. tor has signed and sealed these presents the day and year first above of: DOROTHY E. McPHAUL Phated Signature 5610 Cerny Road, Pensacola, FL 32506 Post Office Addree
	appertaining. <b>Cs Haur and ts Hald</b> , the same <b>And</b> the grantor hereby covenants with a simple; that the grantor has good right and law title to said land and will defend the same aged is free of all encumbrances, except taxes accu- <b>Bn Mitness Mherenf</b> , the said gran written. Signed, sealed and delivered in the presence <u>Couldf White</u> Final States <u>Gladys G. White</u> Final System Signature	editaments and appurts: ances thereto 'slonging or in anywise in fee simple forever. Said grantse that the grancor is lawfully seized of said land in fee ful authority to sell and convey said land, and hereby warrants the not the lawful claims of all persons whomsoever; and that said land ruing subsequent to December \$1, 19 90. tor has signed and sealed these presents the day and year first above of: <u>Decothy</u> <u>E. McPHAUL</u> Phated Bigester <u>5610 Carny Road</u> , Pensacola, FL 32506 Four Office Addrees
	appertaining. <b>Co Haue and to Hald</b> , the same <b>And</b> the grantor hereby covenants with a simple; that the grantor has good right and law title to said land and will defend the same again is free of all encumbrances, except taxes accu- <b>Ba Bitness Pherent</b> , the said gran written. Signed, sealed and delivered in the presence <u>Collis H. White</u> Final States <u>Gladys G. White</u> Final Signetare	editaments and appurts:.ances thereto 'slonging or in anywise in fee simple forever. said grantee that the grancor is lawfully seized of said land in fee ful authority to sell and convey said land, and hereby warrants the not the lawful claims of all persons whomsoever; and that said land ruing subsequent to December \$1, 19 90. tor has signed and sealed these presents the day and year first above of: DOROTHY E. McPHAUL Private Bigmane 5610 Cerry Boad, Pensacola, FL 32506 Fost Office Addres
	appertaining. <b>Cs Haur and ts Hald</b> , the same <b>And</b> the grantor hereby covenants with a simple; that the grantor has good right and law title to said land and will defend the same aged is free of all encumbrances, except taxes accu- <b>Bn Mitness Mherenf</b> , the said gran written. Signed, sealed and delivered in the presence <u>Couldf White</u> Final States <u>Gladys G. White</u> Final System Signature	editaments and appurts: ances thereto 'slonging or in anywise in fee simple forever. Said grantee that the grancor is lawfully seized of said land in fee ful authority to sell and convey said land, and hereby warrants the not the lawful claims of all persons whomsoever; and that said land ruing subsequent to December 31, 19 90. tor has signed and sealed these presents the day and year first above of: DOROTHY E. McPHAUL Private Element 5610 Cerry Road, Pensacola, FL 32506 Fort Office Addres
	appertaining. <b>Con Hause and to Hold</b> , the same <b>And</b> the grantor hereby covenants with a simple; that the grantor has good right and law title to said land and will defend the same again is free of all encumbrances, except taxes according <b>In Mitness Matterst.</b> the said gran written. Signed, sealed and delivered in the presence Collis H. White Frand Spaters Signators Si	editaments and appurts:.ances thereto 'slonging or in anywise in fee simple forever. said grantee that the grancor is lawfully seized of said land in fee oful authority to sell and convey said land, and hereby warrants the not the lawful claims of all persons whomsoever; and that said land ruing subsequent to December 31, 19 90. tor has signed and sealed these presents the day and year first above of: DOROTHY E. McPHAUL Private Bigmines 5610 Cerry Road, Pensacola, FL 32506 Fost Office Addres
	appertaining. <b>Cs Haur and ts Hald</b> , the same <b>And</b> the grantor hereby covenants with a simple; that the grantor has good right and law title to said land and will defend the same aged is free of all encumbrances, except taxes acc <b>Sn Mitness Migretof</b> , the said gran written. Signed, sealed and delivered in the presence <b>Signed</b> , <b>Scaled And Delivered</b> <b>Signed</b> <b>Gollis H. White</b> <b>Finited Signeture</b> <b>Signeture</b> <b>Signeture</b> <b>Signeture</b> <b>Signeture</b> <b>Signeture</b> <b>Signeture</b> <b>Signeture</b> <b>Signeture</b> <b>Signeture</b> <b>Signeture</b> <b>Signeture</b> <b>Signeture</b> <b>Signeture</b> <b>Signeture</b> <b>Signeture</b> <b>Signeture</b> <b>Signeture</b> <b>Signeture</b> <b>Signeture</b> <b>Signeture</b> <b>Signeture</b> <b>Signeture</b> <b>Signeture</b> <b>Signeture</b> <b>Signeture</b> <b>Signeture</b> <b>Signeture</b> <b>Signeture</b> <b>Signeture</b> <b>Signeture</b> <b>Signeture</b> <b>Signeture</b> <b>Signeture</b> <b>Signeture</b> <b>Signeture</b> <b>Signeture</b> <b>Signeture</b> <b>Signeture</b> <b>Signeture</b> <b>Signeture</b> <b>Signeture</b> <b>Signeture</b> <b>Signeture</b> <b>Signeture</b> <b>Signeture</b> <b>Signeture</b> <b>Signeture</b> <b>Signeture</b> <b>Signeture</b> <b>Signeture</b> <b>Signeture</b> <b>Signeture</b> <b>Signeture</b> <b>Signeture</b> <b>Signeture</b> <b>Signeture</b> <b>Signeture</b> <b>Signeture</b> <b>Signeture</b> <b>Signeture</b> <b>Signeture</b> <b>Signeture</b> <b>Signeture</b> <b>Signeture</b> <b>Signeture</b> <b>Signeture</b> <b>Signeture</b> <b>Signeture</b> <b>Signeture</b> <b>Signeture</b> <b>Signeture</b> <b>Signeture</b> <b>Signeture</b> <b>Signeture</b> <b>Signeture</b> <b>Signeture</b> <b>Signeture</b> <b>Signeture</b> <b>Signeture</b> <b>Signeture</b> <b>Signeture</b> <b>Signeture</b> <b>Signeture</b> <b>Signeture</b> <b>Signeture</b> <b>Signeture</b> <b>Signeture</b> <b>Signeture</b> <b>Signeture</b> <b>Signeture</b> <b>Signeture</b> <b>Signeture</b> <b>Signeture</b> <b>Signeture</b> <b>Signeture</b> <b>Signeture</b> <b>Signeture</b> <b>Signeture</b> <b>Signeture</b> <b>Signeture</b> <b>Signeture</b> <b>Signeture</b> <b>Signeture</b> <b>Signeture</b> <b>Signeture</b> <b>Signeture</b> <b>Signeture</b> <b>Signeture</b> <b>Signeture</b> <b>Signeture</b> <b>Signeture</b> <b>Signeture</b> <b>Signeture</b> <b>Signeture</b> <b>Si</b>	editaments and appurts: ances thereto 'elonging or in anywise in fee simple forever. maid grantee that the grantor is lawfully seized of said land in fee ful authority to sell and convey said land, and hereby warrants the not the lawful claims of all persons whomsoever; and that said land ruing subsequent to December 31, 19 90. tor has signed and sealed these presents the day and year first above of: 
	appertaining. <b>Cs Haur and ts Hald</b> , the same <b>And</b> the grantor hereby covenants with a simple; that the grantor has good right and law title to said land and will defend the same aged is free of all encumbrances, except taxes accu- <b>Bn Mitness Mherenf</b> , the said gran written. Signed, sealed and delivered in the presence <u>Callif Units</u> . <u>Builton</u> <u>Collis H. White</u> <u>Flated Spaters</u> <u>Gladys G. White</u> Field Spaters <u>State</u> State of FLOR IDA COUNTY OF ESGAMBIA	editaments and appurte: ances thereto 'slonging or in anywise in fee simple forever. maid grantee that the grantor is lawfully seized of said land in fee ful authority to sell and convey said land, and hereby warrants the not the lawful claims of all persons whomsoever; and that said land ruing subsequent to December 31, 19 90. tor has signed and sealed these presents the day and year first above of: 
	appertaining. <b>Cs Haur and ts Hald</b> , the same <b>And</b> the grantor hereby covenants with a simple; that the grantor has good right and law title to said land and will defend the same aged is free of all encumbrances, except taxes accu- <b>Bn Mitness Mherenf</b> , the said gran written. Signed, sealed and delivered in the presence <u>Callif Units</u> . <u>Builton</u> <u>Collis H. White</u> <u>Flated Spaters</u> <u>Gladys G. White</u> Field Spaters <u>State</u> State of FLOR IDA COUNTY OF ESGAMBIA	editaments and appurte:.ances thereto 'slonging or in anywise in fee simple forever. maid grantee that the grantor is lawfully seized of said land in fee ful authority to sell and convey said land, and hereby warrants the not the lawful claims of all persons whomsoever; and that said land ruing subsequent to December 31, 19 90. tor has signed and sealed these presents the day and year first above of: 
	appertaining. Gs Haue and to Haid, the same And the grantor hereby covenants with a simple; that the grantor has good right and law title to said land and will defend the same again is free of all encumbrances, except taxes according <b>Bar Mitness Mitteest</b> . the said gran written. Signed, sealed and delivered in the presence Collis H. White Frand Spatier Gladys G. White Frand Spatier Signifier Field Signifier State Signifier Stat	editaments and appurts: ances thereto 'slonging or in anywise in fee simple forever. said grantee that the grantor is lawfully seized of said land in fee ful authority to sell and convey said land, and hereby warrants the not the lawful claims of all persons whomsoever; and that said land ruing subsequent to December \$1, 19 90. tor has signed and sealed these presents the day and year first above of: <u>Det CHY C. McDhaul</u> <u>Biguines</u> <u>5610 Cerry Road, Pensacola, FL 32506</u> Fost Office Address Fost Office Address e. an officer d.ly authorized in the State sforesaid and in the County sforesaid to take WIYY E. MaPHAUL, a married woman, to me known to be the person described in and she executed the sume.
	appertaining. Gs Haue and to Haid, the same And the grantor hereby covenants with a simple; that the grantor has good right and law title to said land and will defend the same again is free of all encumbrances, except taxes accu- Ban Bitness Bhereaf. the said gran written. Signed, sealed and delivered in the presence Courff in the presence Courff in the presence Band Binness Gladys G. White Final Signature Signature Signature Signature Final Signature Signature State OF FLOR IDA COUNTY OF ESCAMBIA I HEREBY CERTIFY that on this day, before mu acknowledgments, personally appeared DORC	editaments and appurts: ances thereto 'slonging or in anywise in fee simple forever. said grantee that the grantor is lawfully seized of said land in fee ful authority to sell and convey said land, and hereby warrants the not the lawful claims of all persons whomsoever; and that said land ruing subsequent to December \$1, 19 90. tor has signed and sealed these presents the day and year first above of: <u>Det CHY C. McDhaul</u> <u>Biguines</u> <u>5610 Cerry Road, Pensacola, FL 32506</u> Fost Office Address Fost Office Address e. an officer d.ly authorized in the State sforesaid and in the County sforesaid to take WIYY E. MaPHAUL, a married woman, to me known to be the person described in and she executed the sume.
	appertaining. Gs Haue and to Haid, the same And the grantor hereby covenants with a simple; that the grantor has good right and law title to said land and will defend the same again is free of all encumbrances, except taxes according <b>Bar Mitness Mitteest</b> . the said gran written. Signed, sealed and delivered in the presence Collis H. White Frand Spatier Gladys G. White Frand Spatier Signifier Field Signifier State Signifier Stat	editaments and appurts: ances thereto 'slonging or in anywise in fee simple forever. said grantee that the grantor is lawfully seized of said land in fee ful authority to sell and convey said land, and hereby warrants the not the lawful claims of all persons whomsoever; and that said land ruing subsequent to December \$1, 19 90. tor has signed and sealed these presents the day and year first above of: <u>Det offy S. McDhaul</u> <u>Biguines</u> <u>5610 Cerry Road, Pensacola, FI 32506</u> Fost office Address Fost office Address e. an officer d.ly authorized in the State sforesaid and in the County sforesaid to take WIYY E. MaPHAUL, a married woman, to me known to be the person described in and she executed the sume.
	appertaining. Gs Haus and to Haid, the same And the grantor hereby covenants with a simple; that the grantor has good right and law title to said land and will defend the same again is free of all encumbrances, except taxes accu- Ban Bitness Bhereaf. the said gran written. Signed, sealed and delivered in the presence Courff White Fland Signifier Signifier Signifier Signifier Fland Signifier State OF FLOR IDA COUNTY OF ESCAMBIA I HEREBY CERTIFY that on this day, before me schnowledgments, personally appeared DORC who executed the foregoing instrument and she- WITNESS my hand and official seal in the Cou	editaments and appurts ances thereto 'selonging or in anywise in fee simple forever. said grantee that the grantor is lawfully seized of said land in fee ful authority to sell and convey said land, and hereby warrants the net the lawful claims of all persons whomsoever; and that said land ruing subsequent to December \$1, 19 90. tor has signed and sealed these presents the day and year first above of: 
	appertaining. Gs Haue and to Haid, the same And the grantor hereby covenants with a simple; that the grantor has good right and law title to said land and will defend the same again is free of all encumbrances, except taxes according <b>Bar Mitness Mitteest</b> . the said gran written. Signed, sealed and delivered in the presence Collis H. White Frand Spatier Gladys G. White Frand Spatier Signifier Field Signifier State Signifier Stat	editaments and appurtsances thereto belonging or in anywise in fee simple forever. paid grantee that the grantor is lawfully seized of said land in fee ful authority to sell and convey said land, and hereby warrants the net the lawful claims of all persons whomsoever; and that said land ruing subsequent to December \$1, 19 90. tor has signed and sealed these presents the day and year first above of: <u>DOROTHY E. McPHAUL</u> Phated Elgenters <u>5610 Cerry Road</u> , Pensacola, FL 32506 For Office Address Printed Signature Printed Signature Printed Signature E. an officer d.ly authorized in the State sforesaid and in the County aforesaid to take WHY E. MePHAUL, a married woman, to me known to be the person described in and be executed the same now day of September . A.D. 19 91.
	appertaining. Gs Haus and to Haid, the same And the grantor hereby covenants with a simple; that the grantor has good right and law title to said land and will defend the same again is free of all encumbrances, except taxes accu- Ban Bitness Bhereaf. the said gran written. Signed, sealed and delivered in the presence Courff White Fland Signifier Signifier Signifier Signifier Fland Signifier State OF FLOR IDA COUNTY OF ESCAMBIA I HEREBY CERTIFY that on this day, before me schnowledgments, personally appeared DORC who executed the foregoing instrument and she- WITNESS my hand and official seal in the Cou	editaments and appurts: ances thereto belonging or in anywise in fee simple forever. said grantee that the grantor is lawfully seized of said land in fee yful authority to sell and convey said land, and hereby warrants the net the lawful claims of all persons whomsoever; and that said land rxing subsequent to December \$1, 19 90. tor has signed and sealed these presents the day and year first above of: DOROTHY E. McPHAUL Phated Signature 5610 Cerray Road, Pensacola, FL 32506 Post Office Addres Signature Printed Signature Full Office Addres e. an officer d.ly authorized in the State sforesaid and in the County sforesaid to take WHY E. McPHAUL, a married woman, to me known to be the person described in and actnoyledged before me that she executed the same. Address Land Lawfull and woman day of September . A.D. 19 91. Distance Signature State Signature Determine the state store said and in the County storesaid to take WHY E. McPHAUL, a married woman, to me known to be the person described in and actnoyledged before me that she executed the same. Address Address Land day of September . A.D. 19 91. Dates Weight County Stores County Storesaid the she executed the same. Address Address Land day of September . A.D. 19 92.
	appertaining. Gs Haus and to Haih, the same And the grantor hereby covenants with a simple; that the grantor has good right and law title to said land and will defend the same again is free of all encumbrances, except taxes according an Mitness Migrant. the said gran written. Signed, sealed and delivered in the presence Califf White Flated Signifier	editaments and appurts: ances thereto 'selonging or in anywise in fee simple forever. maid grantee that the grantor is lawfully seized of said land in fee ful authority to sell and convey said land, and hereby warrants the mat the lawful claims of all persons whomsoever; and that said land ruing subsequent to December 31, 19 90. tor has signed and sealed these presents the day and year first above of: <u>Decorthy E. McPhAul</u> <u>Hyperbin</u> <u>5610 Cerry Road, Pensacola, FL 32506</u> Fut Office Addres Fut office Addres Fut office Addres e. an officer d.ly authorized in the State sforesaid and in the County aforesaid to take VIHY E. McPHAUL, a married woman, to me known to be the person described in and methowy segments in the same. ADDRESS Section State afforsaid this 2nd day of September, A.D. 19 91. House Markets Future Hyperbare Printed Markets State afforsaid and in the County aforesaid to take Will the state afforsaid this 2nd day of September, A.D. 19 91. <u>Housey Markets</u> Fried Office Address Fried Office Count of the State afforsaid and the same. Market of September A.D. 19 92. <u>Housey Markets</u> Fried Markets State Storesaid and in the County afforesaid to take Will the same. Market of September A.D. 19 92. <u>Housey Markets</u> Fried Markets States Storesaid and in the County afforesaid to take Will the same. The me known to be the person described in and the same. The same state of the same. The same state of the same same. The same same state state stores and the same. The same same state stores and the same same same same same same same sam
	appertaining. Gs Haus and to Haid, the same And the grantor hereby covenants with a simple; that the grantor has good right and law title to said land and will defend the same again is free of all encumbrances, except taxes accu- Ban Bitness Bhereaf. the said gran written. Signed, sealed and delivered in the presence Courff White Fland Signifier Signifier Signifier Signifier Fland Signifier State OF FLOR IDA COUNTY OF ESCAMBIA I HEREBY CERTIFY that on this day, before me schnowledgments, personally appeared DORC who executed the foregoing instrument and she- WITNESS my hand and official seal in the Cou	editaments and appurts: ances thereto 'slonging or in anywise in fee simple forever. maid grantee that the yrantor is lawfully seized of said land in fee ful authority to sell and convey said land, and hereby warrants the mat the lawful claims of all persons whomsoever; and that said land ruing subsequent to December 31, 19 90. tor has signed and sealed these presents the day and year first above of: 

国家に

# 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 P.O. Box 1312 Pensacola, FL 32596

CERTIFICATION: TITLE SEARCH FOR TDA

TAX DEED SALE DATE: 10-3-2016

TAX ACCOUNT NO.: 07-1657-000

CERTIFICATE NO.: \_2014-3771

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.

Frank Cleveland, if alive, or his estate if deceased Josephine Cleveland 321 King St. Selma, AL 36701 and 1419 N. 48th Ave. Pensacola, FL 32506 Clayton H. & Dorothy E. McPhaul, individually and as Trustees 5620 Cerney Rd. Pensacola, FL 32506

Escambia/Pensacola SHIP Program Trust Fund c/o Escambia County Attorney 221 Palafox Place, 4th Floor Pensacola, FL 32502

Escambia County Code Enforcement 3363 West Park Place Pensacola, FL 32505

Certified and delivered to Escambia County Tax Collector, this <u>13th</u> day of <u>July</u>, <u>2016</u>.

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.: 12911

July 12, 2016

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

1. Mortgage executed by Frank Cleveland and Josephine Cleveland to Clayton H. McPhaul and Dorothy E. McPhaul, dated 09/02/1991 and recorded in Official Record Book 3054 on page 831 of the public records of Escambia County, Florida. given to secure the original principal sum of \$28,500.00. Assigned to Clayton H. McPhaul and Dorothy E.McPhaul as Trustees in O.R. Book 3297, page 363, and O.R. Book 3386, page 421.

2. That certain mortgage executed by Frank Cleveland and Josephine Cleveland in favor of Escambia/Pensacola SHIP Program Trust Fund dated 04/26/2001 and recorded 05/16/2001 in Official Records Book 4706, page 1827 of the public records of Escambia County, Florida, in the original amount of \$5,889.00.

3. MSBU Lien filed by Escambia County recorded in O.R. Book 4316, page 1415, and O.R. Book 4451, page 1359.

4. Code Enforcement Lien filed by Escambia County recorded in O.R. Book 6747, page 408.

5. Taxes for the year 2013-2015 delinquent. The assessed value is \$42,330.00. Tax ID 07-1657-000.

### 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.: 12911

July 12, 2016

Lot 17, Block 4, First Addition to Pen Haven, as per plat thereof, recorded in Plat Book 3, Page 14, 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

## .

### **OWNERSHIP AND ENCUMBRANCE REPORT**

File No.: 12911

July 12, 2016

Redeemed

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 07-12-1996, through 07-12-2016, and said search reveals the following:

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

Frank Cleveland and Josephine Cleveland, divorced

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

ndu

July 12, 2016