**Tax Collector's Certification** 

# **Tax Deed Application Number**

1600330

### Date of Tax Deed Application

Apr 26, 2016

**Total Amount Paid** 

**CTY-513** 

This is to certify that **CAZENOVIA CREEK FUNDING I, LLC**, holder of **Tax Sale Certificate Number 2014 / 5022**, Issued the 1st Day of June, 2014 and which encumbers the following described property in the county of Escambia, State of Florida, to wit: **09-3368-000** 

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

### Property Owner: GRIMM CHERYL L & HEATH VERN R 7206 SACHEM RD PENSACOLA, FL 32506 LT 5 BLK A OR 2006 D 151 BDIADWOOD

LT 5 BLK A OR 3996 P 151 BRIARWOOD S/D PB 5 P 78 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
2014/5022	09-3368-000	06-01-2014	403.38	20.17	423.55

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
2015/5438	09-3368-000	06-01-2015	409.34	6.25	20.47	436.06

1. Total of all Certificates in Applicant's Possession and Cost of the Certificates Redeemed by Applicant	859.61
2. Total of Delinquent Taxes Paid by Tax Deed Applicant	0.00
3. Total of Current Taxes Paid by Tax Deed Applicant	388.83
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)	1,623.44
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.	21,867.50
<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 Sender Security \*This certification must be surrendered to the Clerk of the Circuit Court no later than ten (10) days after this date

\*This certification must be surrendered to the Clerk of the Circuit Court no later than ten (10) days after this date. 09-3368-000 2014

### FORM 512 NOTICE TO TAX COLLECTOR OF APPLICATION FOR TAX DEED

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/ 5022 06-01-2014 LT 5 BLK A OR 3996 P 151 BRIARWOOD S/D PB 5 P 78

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





Redeemed From Sale	Property Sheet 🛋 Lien Holder's 🛛 🖳 Rec	leem 🖹 Forms 🛠 Courtview 🛠 Benchmark		
OF THE STATE	PAM CI	HILDERS		
		CIRCUIT COURT UNTY, FLORIDA		
		emption Calculator		
1000 WE TAUT		ficate Number: 005022 of 2014		
Redemption Yes V	Application Date 04/26/2016	Interest Rate 18%		
	Final Redemption Payment ESTIMATED	Redemption Overpayment ACTUAL		
	Auction Date 10/03/2016	Redemption Date 05/23/2016		
Months	6	1		
Tax Collector	\$1,623.44	\$1,623.44		
Tax Collector Interest	\$146.11	\$24.35		
Tax Collector Fee	\$6.25	\$6.25		
Total Tax Collector	\$1,775.80	\$1,654.04		
Clerk Fee	\$130.00	\$130.00		
Sheriff Fee	\$120.00	\$120.00		
Legal Advertisement	\$200.00	\$200.00		
App. Fee Interest	\$40.50	\$6.75		
Total Clerk	\$490.50	\$456.75) CH		
Postage	\$60.00	\$0.00		
Researcher Copies	\$40.00	\$0.00		
Total Redemption Amount	\$2,366.30	\$2,110.79		
	Repayment Overpayment Refund Amount	\$255.51 .		
ACTUAL SHERIFF \$120.00 5/17/16 CALLED CHERYL 512-6529 AND LEFT MESSAGE, \$1790.79 IF Notes PAID IN MAY. EBH				
	Submit	t Print Preview		

PAM CHILDERS CLERK OF THE CIRCUIT COUR ARCHIVES AND RECORDS CHILDSUPPORT CIRCUIT CIVIL CIRCUIT CRIMINAL COUNTY CIVIL COUNTY CIVIL DOMESTIC RELATIONS FAMILY LAW JURY ASSEMBLY JUVENILE MENTAL HEALTH MIS OPERATIONAL SERVICES PROBATE TRAFFIC	CC	DUNTY OF ESCAMBIA OFFICE OF THE OF THE CIRCUIT COURT	BRANCH OFFICES ARCHIVES AND RECORDS JUVENILE DIVISION CENTURY CLERK TO THE BOARD OF COUNTY COMMISSIONERS OFFICIAL RECORDS COUNTY TREASURY AUDITOR	
P		ERK OF THE CIRCUIT COURT	-	
		te Redeemed From Sale		
Accou	nt: 093368000 Ce	ertificate Number: 005022 of	2014	
Pavor: CHERYL I GE	21MM 7206 SACHE	M RD PENSACOLA, FL 32506	Date 05/23/2016	
			<b>Duce</b> 03/23/2010	
Clerk's Check #	1	Clerk's Total	\$490,50	
Tax Collector Check #	1	Tax Collector's Total	\$ ,775.80	
		Postage	\$60.00	
		Researcher Copies	\$40.00	
		Total Received	- <del>\$2,366.30 \$1790</del>	.79
		PAM CHILDERS Clerk of the Circuit Received By: Deputy Clerk	uto	

CLERK ARC C DO	PAM CHILDERS OF THE CIRCUIT HIVES AND RECO CHILDSUPPORT CIRCUIT CIVIL CIRCUIT CIVIL COUNTY CRIMINA MESTIC RELATIO FAMILY LAW JURY ASSEMBLY JUVENILE MENTAL HEALTH MIS RATIONAL SERVI PROBATE TRAFFIC	COURT RDS L L NS CES	COUNTY OF OFFICE O CLERK OF THE C Case # 2014 TD 0 Redeemed Date 05 L L GRIMM 7206 SACHEM	DF THE IRCUIT COURT 05022 /23/2016	BRANCH OFFICES ARCHIVES AND RECORDS JUVENILE DIVISION CENTURY CLERK TO THE BOARD OF COUNTY COMMISSIONERS OFFICIAL RECORDS COUNTY TREASURY AUDITOR	
Clerk's T	otal = TAXDE	ED	N., UNIX	\$490.50		
Due Tax	Collector = TA	XDEED	andar Marilla (MAR) (Marina an Anana) ((())) (A A A A A A A A A A A A A A A	\$1,775.80		
Postage =	Postage = TD2			\$60.00		
Research	ResearcherCopies = TD6			\$40.00		
• For Office Use Only						
Date	Docket	Desc	Amount Owed	Amount Due	Payee Name	
	FINANCIAL SUMMARY					
No Inforr	nation Availal	ble - See [	Dockets			



# **Pam Childers**

Clerk of the Circuit Court and Comptroller, Escambia County

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

June 3, 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 004150	\$450.00	\$6.75	\$456.75
2014 TD 008510	\$450.00	\$6.75	\$456.75
2014 TD 003315	\$450.00	\$6.75	\$456.75
2014 TD 003317	\$450.00	\$6.75	\$456.75
2014 TD 005022	\$450.00	\$6.75	\$456.75

TOTAL 2283.75

Very truly yours,

PAM CHILDERS Clerk of Circuit Cou By: Emily Hogo Tax Deed Division

Recorded in Public Records 04/01/2013 at 02:40 PM OR Book 6995 Page 464, Instrument #2013022154, Pam Childers Clerk of the Circuit Court Escambia County, FL

Recorded in Public Records 10/02/2012 at 08:44 AM OR Book 6914 Page 866, Instrument #2012074719, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL

### IN THE COUNTY COURT IN AND FOR ESCAMBIA COUNTY, FLORIDA

ENIE LEE MAGANA CAMBIA COUNTY, FL

2012 SEP 28 A 9 15

**64 SOUTH REUS STREET** PENSACOLA FL 32502 PLAINTIFF,

MEMBERSFIRST CREDIT UNION OF FLORIDA

CASE NO: 2009 SC 006187 UPDED **DIVISION: V** 

Vs.

VERN R HEATH CHERYL L GRIMM 7206 SACHEM ROAD PENSACOLA FL 32506 **DEFENDANTS.** 

### FINAL JUDGMENT AGAINST **VERN R HEATH and CHERYL L GRIMM**

THIS CAUSE having come before the Court, and the Court being fully advised in the premises, it is therefore

ORDERED AND ADJUDGED that the Plaintiff MEMBERSFIRST CREDIT UNION OF FLORIDA hereby recovers from the Defendants VERN R HEATH and CHERYL L GRIMM the sum of \$195.24, plus prejudgment interest of \$354.73 and costs of \$265.00 for a total of \$814.97 that shall bear interest at the rate of 4.75% per annum, for which let execution issue.

DONE AND ORDERED in Chambers at Pensacola, Escambia County, Florida this day of September, 2012.

Copies to:

VERN R HEATH

DINTE

County Judge / MEMBERSFIRST CREDIT UNION OF FLORIDA

2009 SC 006187

00025110578 Dkt: CC1036 Pg#

CHERYL L GRIMM 10-1-2012

JUNITIFIED TO BE A TRUE COPY OF TH ORIGINAL ON FILE IN THIS OFFICE A COU WITNESS MY HAND AND OFFICIAL SEAL PAM CHILDERS CLERK OF THE CIRCUIT COURT & COMPTROLLER ESCAMBIA COUNTY, FLORIDA DC.

CCFNLJDGMT (3/2012)

1. Assignment of Note, Mortgage and Collateral Documents. Assignor hereby unconditionally grants, transfers, and assigns to Assignee all of Assignor's right, title and interest in the Note, Mortgage and Collateral Documents, including all of Assignor's right to receive payments of principal and interest under the Note. Concurrently herewith, Assignor has endorsed to Assignee, without recourse, the Note.

All Other Loan Documents. Assignor hereby unconditionally grants, transfers, and assigns to Assignee all Assignor's right, title and interest in all other documents or agreements entered into by Peoples First (or its predecessor) in connection with or related to the loan evidenced by the Note, Mortgage and Collateral Documents (hereinafter referred to collectively as the "Loan"). In this Assignment, the Note, the Mortgage, the Collateral Documents, and all other documents evidencing or securing the Loan are referred to collectively as the "Loan Documents.<sup>2</sup>

3. Assignment of Claims. Assignor hereby unconditionally grants, transfers, and assigns to Assignee all of Assignor's right, title and interest in and to the Claims.

4 Representations and Warranties. In accordance with the Act, Assignor has full power to sell and assign the Loan Documents to the Assignee. Assignor has made no prior assignment or pledge of the Loan Documents. This Assignment is made without recourse, representation or warranty, express or implied, by the FDIC in its corporate capacity or as Receiver.

5. Successors and Assigns. This Assignment shall inure to the benefit of the successors and assigns of Assignor and Assignee, and be binding upon the successors and assigns of Assignor and Assignee.

IN WITNESS WHEREOF, Assignor has executed this Assignment to Assignee as of June 30, 2010.

FEDERAL DEPOSIT INSURANCE CORPORATION, AS RECEIVER FOR PEOPLES FIRST COMMUNITY BANK, PANAMA CITY, FLORIDA, organized under the laws of the United States of America

00 Name: Lisa L. Jones

Title: Attorney-in-Fact

STATE OF MISSISSIPPI COUNTY OF HARRISON

Personally appeared before me, the undersigned authority in and for the said county and state, on this the day of July 2010, within my jurisdiction, the within named Lisa L. Jones, who (check one) X is personally known to me or \_\_\_\_\_\_ has provided me with (insert type of identification) as satisfactory evidence that he/she is the person who executed this instrument and who acknowledged that she is the attorney in fact of the FEDERAL DEPOSIT INSURANCE CORPORATION, in its capacity as the RECEIVER OF PEOPLES FIRST COMMUNITY BANK, PANAMA CITY, FLORIDA, a corporation organized under the laws of the United States of America, and that for and on behalf of the said corporation, and as its act and deed, she executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

hyp Ames Notab/Public, Acang in the State and County Aforesaid (Print Name) Ofria (Micro Hallmes My Commission Expires: (See Notary Seal)

Commission Number is: (See Notary Seal) МŃ

WIBS/S AN PUBLIC ID # 73501 YRIA SHIPP HOLI Commission Expl 04/18 RISON

Recorded in Public Records 07/19/2010 at 04:43 PM OR Book 6615 Page 566, Instrument #2010046332, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording \$18.50

#### **RECORD & RETURN TO:**

Hancock Bank <u>ATTN:</u> Lending Services P O Box 4020 Gulfport, MS 39502

PREPARED BY: Diana Sherwood LOAN # <u>5457304</u>

#### ASSIGNMENT OF NOTE, MORTGAGE AND LOAN DOCUMENTS

THIS ASSIGNMENT (this "Assignment") is made effective this 18th day of December 2009, by and between the FEDERAL DEPOSIT INSURANCE CORPORATION, RECEIVER OF PEOPLES FIRST COMMUNITY BANK, PANAMA CITY, FLORIDA, organized under the laws of the United States of America ("Assignor"), having an address of 1601 Bryan Street, Suite 1700, Dallas, Texas 75201, Attention: Settlement Manager, and HANCOCK BANK ("Assignee") with an address of 2510 14th Street, One Hancock Plaza, 7<sup>th</sup> Floor, Gulfport, Mississippi 39502.

WHEREAS, on December 18, 2009, in accordance with Florida law and the Federal Deposit Insurance Act, 12 U.S.C §1821 et. seq. (the "FDIC Act"), the Office of Thrift Supervision closed the operations of Peoples First Community Bank, Panama City, Florida ("Peoples First"), and appointed the Assignor as the receiver of Peoples First.

WHEREAS, in accordance with the Act, the Assignor is empowered to liquidate the assets of Peoples First in order to wind down the affairs of Peoples First.

WHEREAS, on or about December 18, 2009, in accordance with that certain Purchase and Assumption Agreement (Modified Whole Bank, All Deposits) dated December 18, 2009 (the "Purchase Agreement"), by and among the Assignor, Assignee and the Federal Deposit Insurance Corporation ("FDIC"), the Assignor sold certain assets of Peoples First to Assignee, including, but not limited to, the following loan documents and other rights:

A. That certain <u>Promissory Note</u> dated <u>April 23, 2008</u>, executed by <u>Vern R. & Cheryl L. Heath</u> (the "Borrower"), in the original principal amount of <u>Fourteen Thousand Nine Hundred Twenty and 43/100 Dollars</u> (<u>\$14,920.43</u>) in favor of Peoples First (hereinafter referred to as the "Note");

B. That certain Mortgage dated <u>May 27, 2003</u>, granted by Vern R. Heath & Cheryl L. Grimm to Peoples First, and recorded in Official Records Book <u>5163</u>, Page <u>0501</u>, all of the public records of <u>Escambia</u> County, Florida, with respect to the real property described therein (hereinafter collectively referred to as the "Mortgage"), which Mortgage secures the repayment of the Note;

C. That certain <u>N/A Loan Agreement</u> dated \_\_\_\_\_, by and between Peoples First and Borrower (hereinafter referred to as the "Loan Agreement");

D. That certain <u>N/A</u> Guaranty dated \_\_\_\_\_ from \_\_\_\_\_ in favor of Peoples First (hereinafter referred to as the "Guaranty");

E. That certain UCC-1 Financing Statement from Borrower, as Debtor, filed in the Florida Secured Transaction Registry on N/A, bearing Instrument No. \_\_\_\_\_, and recorded in Official Records Book \_\_\_\_\_\_ Page \_\_\_\_\_ of the public records of \_\_\_\_\_\_ County, Florida (hereinafter collectively referred to as the "Financing Statements");

F. That certain Loan Policy of Title Insurance dated N/A, issued by Title Insurance Company, Loan Policy #\_\_\_\_\_ in the amount of \$\_\_\_\_\_ (hereinafter referred to as the "Title Policy");

G. That certain <u>N/A</u> from \_\_\_\_\_ dated \_\_\_\_; (hereinafter referred to as the " ").

H. Any and all claims, actions, causes of action, choses of action, judgments, demands, rights, damages and liens, together with the right to seek reimbursement of attorney's fees, costs or other expenses of any nature whatsoever, whether known or unknown, arising from, relating to or based upon that certain loan evidenced by the Note and Mortgage above, and/or which are the subject matter of the action filed in the <u>N/A</u> Court, \_\_\_\_\_ County, case-styled \_\_\_\_\_, Case Number \_\_\_\_\_ (the "Claims").

The documents identified in paragraph(s)  $\underline{N/A}$  above are hereinafter collectively referred to as the "Collateral Documents."

NOW, THEREFORE, for valuable consideration granted by Assignee to Assignor, receipt of which is hereby acknowledged, Assignor hereby agrees as follows:

JAX\1396223\_1

OR BK 5163 P60506 Escambia County, Florida INSTRUMENT 2003-109257

MORTGAGE (Continued)

Loan No: 03-19442PDDA

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Page 6

RCD Jun 17, 2003 02:05 pm Escambia County, Florida

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS.

GRANTOR: x Vern R. Heath, inflividually x Mult Sumi	ERNIE LEE MAGAHA Clerk of the Circuit Court INSTRUMENT 2003-109257
Chierri L. Grutin, individually WITNESSES: X JULA DEBBIE J. ADGER X DIANA L. Mauren DIANA L. Mauren	
INDIVIDUAL AC	KNOWLEDGMENT
STATE OF FLORE DA COUNTY OF ESC AM BIA The foregoing instrument was acknowledged before me this by Vern R. Heath and Cheryl L. Grimm, a single woman, who are pe FX H 300 8 7/6 (c S All D as identification and did / did no FX H 300 8 7/6 (c S All D as identification and did / did no FX H 300 8 7/6 (c S All D as identification and did / did no FX H 300 8 7/6 (c S All D as identification and did / did no	) ) ss ) 20 <sup>5</sup> 41 day of NAV, 20_03. risonally known to me or who have produced
PDL - 676501165 86300	Signatule of Person Taking Acknowledgment) SBBIE JAUCET. (Name of Acknowledger Typed, Printed or Stamped) BALLOLA CENTER MAN ROSET.
DEERSE J. AUG MY COMMISSION # EXPIRES: Animy Bonded The Notery Patho	(Title or Rank) ER Di (Serial Number, if any) NY COMMISSION # DD 175837

LASER PRO Lecting, Ver 5.21.50 002 Copr Harland Financial Solutions, Mo. 1987. 2003. Al Rights Reservat. - FL et/CFRUPLIO03.FC TR-19442 PR-25



WHEN RECORDED MAIL TO: Peoples First Community Bank P.O. Box 59950 Panama City, FL 32412

SEND TAX NOTICES TO: Vern R. Heath Cheryl L. Grimm 7206 Sachem Road Pensacola, FL 32506

This Mortgage prepared by:

Name: Michelle Van Dusen, Consumer Loan Processor Company: Peoples First Community Bank Address: PO Box 59950, Panama City, FL 32412-0950

OR BK 5163 PBO501 Escambia County, Florida INSTRUMENT 2003-109257

30,00

INTANGIBLE TAX PD @ ESC CO \$ 30, 06/17/03 ERNIE LEE MAGANA, CLERK By: 20 August

NTE DOC STANDS PD 06/17/03 ERVIE

### MORTGAGE

### FOR USE WITH SECURED REVOLVING CREDIT AGREEMENT

MAXIMUM LIEN. The total amount of indebtedness secured by this Mortgage may decrease or increase from time to time, but the maximum amount of principal indebtedness which may be outstanding at any one time shall not exceed \$15,000.00, plus interest, and amounts expended or advanced by Lender for the payment of taxes, levies or insurance on the Property, and interest on such amounts.

THIS MORTGAGE dated May 27, 2003, is made and executed between Vern R. Heath: a single man and Cheryl L. Grimm; a single woman (referred to below as "Grantor") and Peoples First Community Bank, whose address is 110 E. GARDEN ST, PENSACOLA, FL 32501 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Escambia County, State of Florida:

Lot 5, Block A, Briarwood Subdivision, being a portion of Section 11, Township 2 South, Range 31 West, Escambia County, Florida, according to the plat recorded in Plat Book 5, at page 78 of the public records of said county.

The Real Property or its address is commonly known as 7206 Sachem Road, Pensacola, FL 32506.

REVOLVING LINE OF CREDIT. Specifically, in addition to the amounts specified in the Indebtedness definition, and without limitation, this Mortgage secures a revolving line of credit under which, upon request by Grantor, Lender, within twenty (20) years from the date of this Mortgage, may make future advances to Grantor. Such future advances, together with Interest thereon, are secured by this Mortgage, such advances may be made, repaid, and remade from time to time, subject to the limitation that the total outstanding balance owing at any one time, not including finance charges on such balance at a fixed or variable rate or sum as provided in the Credit Agreement, any temporary overages, other charges, and any amounts expended or advanced as provided in either the indebtedness paragraph or this paragraph, shall not exceed the Credit Limit as provided in the Credit Agreement. It is the intention of Grantor and Lender that this Mortgage and any Intermediate balance.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF EACH OF GRANTOR'S AGREEMENTS AND OBLIGATIONS UNDER THE CREDIT AGREEMENT WITH THE CREDIT LIMIT OF \$15,000.00, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due and shall strictly perform all of Grantor's obligations under this Mortgage.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until Grantor's interest in any or all of the Property is foreclosed, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in good condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

necessary to preserve its value. **Compliance With Environmental Laws.** Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property; shall use, generate, manufacture, storage, treatment nor any tenant, contractor, agent or other authorized user of the Property; shall use, generate, manufacture, store, treat, disposed or release and Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property with this section of the Mortgage. Any Inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous

# OR BK3996 Pg0158 INSTRUMENT 00303966

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]



BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Signed, sealed and delivered in the presence of:

(Seal) VÈRN REEVES HÉATH -Borrower Name (Seal) HER GRIM -Borrower Print Name: (Seal) 966 -Borrower CIRCUIT COURT THF a County. STATE OF FLORIDA, COUNTY OF ESCAMBIA 14th -JUNE, 1996 The foregoing instrument was acknowledged before me this day of , by VERN R. HEATH and CHERYL L. GRIMM DVIVER S who is personally known to me or who has produced as identification and who did take an oath. Notary Public My Commission expires: (Seal) OFFICIAL NOTARY SEAL JAMES J. REEVES COMMISSION NO: CC314161 COMMISED ON BELO INES page 6 of 6 pages) OCTOBER 18, 1997

الاسكا

1

## OR BK3996 Pg0153 INSTRUMENT 00303966

This instrument Prepared By: James J. Reeves, Attorney At Law 730 Bayfront Pkwy., 4B Pensacola, FL 32501

2

# [Space Above This Line For Recording Data]\_

# MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on JUNE 14, 1996 The mortgagor is VERN R. HEATH, an unmarried man, and CHERYL L. GRIMM, an unmarried woman

LIBERTY BANK

("Borrower"). This Security Instrument is given to

which is organized and existing under the laws of THE STATE OF FLORIDA 201 NORTH PALAFOX STREET, PENSACOLA, FLORIDA 32501

("Lender"). Borrower owes Lender the principal sum of

FORTY ONE THOUSAND NINE HUNDRED AND NO/100 Dollars (U.S. \$ 41,900.00 ). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on JULY 1, 2026 . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in

ESCAMBIA County, Florida:

, and whose address is

LOT 5, BLOCK A, BRIARWOOD SUBDIVISION, BEING A PORTION OF SECTION 11, TOWNSHIP 2 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO PLAT RECORDED IN PLAT BOOK 5 AT PAGE 78 OF THE PUBLIC RECORDS OF SAID COUNTY.

> Received \$83.80 in payment of Taxes due on Class 'C' intangible Personal Property, pursuant to FL Statutes ERNIE LEE MAGAHA, CLERK OF THE CIRCUIT COURT Escambia County, FL

D S PD \$0.00 Nort \$146.65 ASUN \$0.00 JUNE 19, 1996 Ernie Lee Wagaha, Clern of the Circuit Court BY:/) (curt Refect.

32506

FLORIDA

which has the address of 7206 SACHEM ROAD, PENSACOLA,

("Property Address");

Florida

Indu

(Topeny Audiess )

[Street]

FLORIDA -- Single Family -- Fannie Mae/Freddie Mac UNIFORM INSTRUMENT ITEM 1615 (9111)

[Zip Code]

Form 3010 9/90 (page 1 of 6 pages) Great Lakes Business Forms, Inc. To Order Call: 1-8005306939 🗆 FAX 616-791-1131

[City]

STATE OF FLORIDA

WARRANIY DEED

OR Bk3996 Pa0151 INSTRUMENT 00303965

COMMISSION NOT

CC314161 COMMISSION EXPIRES OCTOBER 15, 1997

COUNTY OF ESCAMBIA

KNOW ALL MEN BY THESE PRESENTS, that <u>CLIFTON L. BARNES</u>

whose forwarding address is and whose tax identification number is , for and in consideration of Ten Dollars and other good and valuable consideration, the receipt whereof is hereby acknowledged, do bargain, sell, convey and grant unto <u>VERN R. HEATH, a single man, and CHERYL L. GRIMM a single woman, as joint</u> ship\_\_\_\_\_, whose tax identification number is \_\_\_\_\_, and whose address is <u>7206 SACHEM ROAD,</u>\_\_\_\_\_\_ tenants with right of survivorship

their heirs, personal representatives, PENSACOLA, FLORIDA 32506 successors and assigns, forever, the following real property, situate, lying and being in the County of <u>ESCAMBIA</u>, State of Florida, to-wit:

> LOT 5, BLOCK A, BRIARWOOD SUBDIVISION, BEING A PORTION OF SECTION 11, TOWNSHIP 2 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO PLAT RECORDED IN PLAT BOOK 5 AT PAGE 78 OF THE PUBLIC RECORDS OF SAID COUNTY.

THE ABOVE DESCRIBED REAL PROPERTY IS NOT THE CONSTITUTIONL HOMESTEAD OF GRANTOR.

(Parcel Tax Identification # 11-25-31-2400-005-001

Subject to taxes for current year and to valid easements and restrictions of record affecting the above property, if any.

TO HAVE AND TO HOLD, unto the Grantees, <u>their</u> heirs, successors and assigns forever. Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, free from all exemptions and right of homestead. And <u>I</u> covenant that <u>II</u> am well seized of an indefeasible estate in fee simple in said property and have a good right to convey the same; that it is free from all encumbrances and that  $\underline{I}$ , my heirs, personal representatives, successors and assigns, the said Grantees their heirs, personal representatives, successors and assigns, in the quiet and peaceable possession and enjoyment thereof, against all persons lawfully claiming the same, shall and will forever warrant and defend, subject to the exceptions set forth above.

o set <u>my</u> hand and seal this <u>14th</u>
Clifton L. Barnes
D S PD \$282.10 Nort \$0.00 ASUM \$0.00
JUNE 19, 1996 Ernie Lee Magaha, Clefte of the <u>Cle</u> cuit Court Bly (court S.C.
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INDUCATE PERIT

730 Bayfront Parkway, Suite 4-B Pensacola, FL 32501

# 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.:
 09-3368-000

 CERTIFICATE NO.:
 2014-5022

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 2015 tax year.

Cheryl L. Grimm Vern R. Heath 7206 Sachem Rd. Pensacola, FL 32506 Hancock Bank 2510 14th St. One Hancock Plaza, 7th Floor Gulfport, MS 39502

Whitney Bank aka Hancock Bank formerly LibertyBank P.O. Box 4020 Gulfport, MS 39502 Members First Credit Union 64 S. Reus St. Pensacola, FL 32502

Certified and delivered to Escambia County Tax Collector, this 13th day of July \_\_\_\_\_, 2016 .

SOUTHERN GUARANTY TITLE COMPANY AR

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.: 12928

July 13, 2016

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

1. Mortgage executed by Vern R. Heath and Cheryl L. Grimm to LIberty Bank NKA Whitney Bank AKA Hancock Bank, dated 06/14/1996 and recorded in Official Record Book 3996 on page 153 of the public records of Escambia County, Florida. given to secure the original principal sum of \$41,900.00

2. Mortgage executed by Vern R. Heath and Cheryl L. Grimm to Peoples First Community Bank, dated 05/27/2003 and recorded in Official Record Book 5163 on page 501 of the public records of Escambia County, Florida. given to secure the original principal sum of \$15,000.00 Assignment to Hancock Bank recorded in O.R. Book 6615, page 566.

- 3. Judgment filed by Members First Credit Union recorded in O.R. Book 6995, page 464.
- 4. Taxes for the year 2013-2015 delinquent. The assessed value is \$47,720.00. Tax ID 09-3368-000.

### 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.: 12928

۰,

July 13, 2016

Lot 5, Block A, Briarwood Subdivision, as per plat thereof, recorded in Plat Book 5, Page 78, of the Public Records of Escambia County, Florida

**Southern Guaranty Title Company** 

Redoemed 16-380

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

## **OWNERSHIP AND ENCUMBRANCE REPORT**

File No.: 12928

July 13, 2016

Escambia County Tax Collector P.O. Box 1312 Pensacola, Florida 32591

Pursuant to your request, the Company has caused a search to be made of the Public Records of Escambia County, Florida, solely as revealed by records maintained from 07-13-1996, through 07-13-2016, and said search reveals the following:

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

Cheryl L. Grimm and Vern R. Heath

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

July 13, 2016