

TO: Tax Collector of ESCAMBIA COUNTY: JANET HOLLEY

In accordance with the Florida  
Statutes, I,SUNSHINE STATE CERTIFICATES V, BANKUNITED, TRUSTEE  
7900 MIAMI LAKES DRIVE WEST  
MIAMI LAKES, FL 33016

, 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/ 7542	06-01-2014	BEG AT A CONCRETE MONUMENT AT NE COR N 88 DEG 39 MIN 01 SEC W ALG N LI OF SEC 2495 80/100 FT TO E R/W LI OF US H/W #29 (SR 200 FT R/W) S 02 DEG 04 MIN 09 SEC W ALG E LI 364 FT TO POB S 02 DEG 04 MIN 09 SEC W 165 50/100 FT S 88 DEG 39 MIN 01 SEC E 475 79/100 FT N 01 DEG 34 MIN 59 SEC E 165 50/100 FT N 88 DEG 39 MIN 01 SEC W 474 38/100 FT TO POB OR 2760 P 518

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*

Applicant's Signature

04-22-2016

Date

(SR 200 FT R/W) S 02 DEG 04 MIN 09 SEC W ALG E LI 364 FT TO POB S 02 DEG 04 MIN 09 SEC W 165 50/100 FT S 88 DEG 39 MIN 01 SEC E 475 79/100 FT N 01 DEG 34 MIN 59 SEC E 165 50/100 FT N 88 DEG 39 MIN 01 SEC W 474 38/100 FT TO POB OR 2760 P 518

# Tax Collector's Certification

CTY-513

**Tax Deed Application Number**

1600126

**Date of Tax Deed Application**

Apr 22, 2016

This is to certify that **SUNSHINE STATE CERTIFICATES V, BANKUNITED, TRUSTEE**, holder of **Tax Sale Certificate Number 2014 / 7542**, Issued the 1st Day of June, 2014 and which encumbers the following described property in the county of Escambia, State of Florida, to wit: **12-0103-150**

**Cert Holder:**

**SUNSHINE STATE CERTIFICATES V, BANKUNITED, TRUSTEE**  
**7900 MIAMI LAKES DRIVE WEST**  
**MIAMI LAKES, FL 33016**

**Property Owner:**

**SMITH DWAYNE & KATHAN**  
**532 MILESTONE BLVD**  
**CANTONMENT, FL 32533**

BEG AT A CONCRETE MONUMENT AT NE COR N 88 DEG 39 MIN  
01 SEC W ALG N LI OF SEC 2495 80/100 FT TO E R/Full legal  
attached.

has surrendered same in my office and made written application for tax deed in accordance with Florida Statutes. I certify that the following tax certificates, interest, ownership and encumbrance report fee, and Tax Collector's fees have been paid, or if the certificate is held by the County, all appropriate fees have been deposited.

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

Certificate Year/Number	Account Number	Sale Date	Face Amount of Certificate	Interest	Total
2014/7542	12-0103-150	06-01-2014	1,875.26	93.76	1,969.02

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
2015/7945	12-0103-150	06-01-2015	1,865.84	6.25	93.29	1,965.38

**Amounts Certified by Tax Collector (Lines 1-7):****Total Amount Paid**

1. Total of all Certificates in Applicant's Possession and Cost of the Certificates Redeemed by Applicant
2. Total of Delinquent Taxes Paid by Tax Deed Applicant
3. Total of Current Taxes Paid by Tax Deed Applicant
4. Ownership and Encumbrance Report Fee
5. Tax Deed Application Fee
6. Total Interest Accrued by Tax Collector Pursuant to Section 197.542, F.S.
7. Total (Lines 1 - 6)

3,934.40

0.00

1739.25

200.00

175.00

6,048.65

**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.
16. Other Outstanding Certificates and Delinquent Taxes Not Included in this Application,
17. Statutory (Opening) Bid; Total of Lines 7, 14, 15 (if applicable) and 16 (if
18. Redemption Fee
19. Total Amount to Redeem

6.25

Done this the 29th day of April, 2016 Janet Holley, Tax Collector of Escambia County

Date of Sale: October 3, 2016

By *Candice Lewis*

\*This certification must be surrendered to the Clerk of the Circuit Court no later than ten (10) days after this date.  
12-0103-150 2014

BEG AT A CONCRETE MONUMENT AT NE COR N 88 DEG 39 MIN 01 SEC W ALG N LI OF SEC 2495 80/100 FT TO E R/W LI OF US H/W #29

NO. PLUMBING FIXTURES-4  
NO. STORIES-1  
ROOF COVER-METAL/MODULAR  
ROOF FRAMING-STEEL TRUSS/FRM  
STORY HEIGHT-14  
STRUCTURAL FRAME-RIGID FRAME

Areas - 3000 Total SF  
BASE AREA - 2000  
OFFICE AVG - 1000

40

BAS

40

OFA

40

Images



5/14/13

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

Last Updated: 05/02/2016 (tc. 3851)



# Chris Jones Escambia County Property Appraiser

Real Estate  
Search

Tangible Property  
Search

Sale  
List

Amendment 1/Portability  
Calculations

[Back](#)

← Navigate Mode ☒ Account ☐ Reference →

[Printer Friendly Version](#)

## General Information

**Reference:** 042N311201001001  
**Account:** 120103150  
**Owners:** SMITH DWAYNE & KATHAN  
**Mail:** 532 MILESTONE BLVD  
CANTONMENT, FL 32533  
**Situs:** 6840 HIGHWAY 29 NORTH 32577  
**Use Code:** AUTO SALE, REPAIR   
**Taxing Authority:** COUNTY MSTU  
**Tax Inquiry:** [Open Tax Inquiry Window](#)

Tax Inquiry link courtesy of Janet Holley  
Escambia County Tax Collector

## Assessments

Year	Land	Imprv	Total	Cap Val
2015	\$21,375	\$83,517	\$104,892	\$104,892
2014	\$21,375	\$83,050	\$104,425	\$104,425
2013	\$21,375	\$81,999	\$103,374	\$103,374

[Disclaimer](#)

[Amendment 1/Portability Calculations](#)

## Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
09/1989	2760	518	\$24,000	WD	<a href="#">View Instr</a>
08/1989	2760	517	\$100	WD	<a href="#">View Instr</a>
03/1987	2365	191	\$27,500	WD	<a href="#">View Instr</a>
02/1984	1872	574	\$100	WD	<a href="#">View Instr</a>

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

## 2015 Certified Roll Exemptions

### Legal Description

BEG AT A CONCRETE MONUMENT AT NE COR N 88  
DEG 39 MIN 01 SEC W ALG N LI OF SEC 2495  
80/100 FT TO E R/W LI OF US...

### Extra Features

ASPHALT PAVEMENT  
CONCRETE WALKS

## Parcel Information

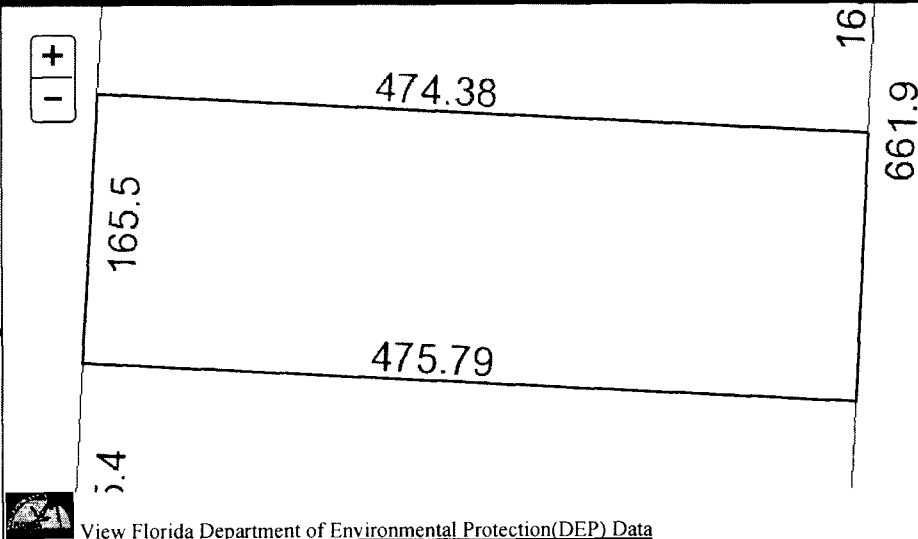
[Launch Interactive Map](#)

**Section  
Map Id:**  
04-2N-31

**Approx.  
Acreage:**  
1.8000

**Zoned:**   
RMU

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



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

## Buildings

Year Built: 2007, Effective Year: 2007

### Structural Elements

DECOR/MILLWORK-AVERAGE  
DWELLING UNITS-0  
EXTERIOR WALL-METAL-MODULAR  
FLOOR COVER-CONCRETE-FINISH  
FOUNDATION-SLAB ON GRADE  
HEAT/AIR-NONE  
INTERIOR WALL-UNFINISHED



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

**Tax Deed - Redemption Calculator**

**Account: 120103150 Certificate Number: 007542 of 2014**

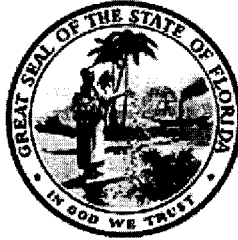
Redemption ☐ No ☒ Application Date  Interest Rate

	Final Redemption Payment ESTIMATED	Redemption Overpayment ACTUAL
	Auction Date <input type="text" value="10/03/2016"/>	Redemption Date <input type="text" value="07/22/2016"/>
Months	6	3
Tax Collector	<input type="text" value="\$6,048.65"/>	<input type="text" value="\$6,048.65"/>
Tax Collector Interest	\$544.38	\$272.19
Tax Collector Fee	<input type="text" value="\$6.25"/>	<input type="text" value="\$6.25"/>
Total Tax Collector	\$6,599.28	<input type="text" value="\$6,327.09"/> TC
Clerk Fee	<input type="text" value="\$130.00"/>	<input type="text" value="\$130.00"/>
Sheriff Fee	<input type="text" value="\$120.00"/>	<input type="text" value="\$120.00"/>
Legal Advertisement	<input type="text" value="\$200.00"/>	<input type="text" value="\$200.00"/>
App. Fee Interest	\$40.50	<input type="text" value="\$20.25"/>
Total Clerk	\$490.50	<input type="text" value="\$470.25"/> CH
Postage	<input type="text" value="\$60.00"/>	<input type="text" value="\$0.00"/>
Researcher Copies	<input type="text" value="\$40.00"/>	<input type="text" value="\$0.00"/>
Total Redemption Amount	\$7,189.78	\$6,797.34
	Repayment Overpayment Refund Amount	\$392.44

Paid  
 \$6477.34

Notes

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



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

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

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

**Case # 2014 TD 007542**

**Redeemed Date 07/22/2016**

**Name DWAYNE SMITH 6812 HWY 29 NORTH MOLINO FL 32577**

Clerk's Total = TAXDEED	\$490.50
Due Tax Collector = TAXDEED	\$6,599.28
Postage = TD2	\$60.00
ResearcherCopies = TD6	\$40.00

6477.84

• For Office Use Only

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

No Information Available - See Dockets

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



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

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

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

**PAM CHILDERS, CLERK OF THE CIRCUIT COURT  
Tax Certificate Redeemed From Sale  
Account: 120103150 Certificate Number: 007542 of 2014**

**Payor: DWAYNE SMITH 6812 HWY 29 NORTH MOLINO FL 32577 Date 07/22/2016**

Clerk's Check #	1	Clerk's Total	<del>\$490.50</del>
Tax Collector Check #	1	Tax Collector's Total	<del>\$6,599.28</del>
		Postage	<del>\$60.00</del>
		Researcher Copies	<del>\$40.00</del>
		Total Received	<del>\$7,189.78</del>

**\$6477.34**

**PAM CHILDERS  
Clerk of the Circuit Court**

Received By  
Deputy Clerk

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



**Southern Guaranty Title Company**

4400 Bayou Boulevard, Suite 13B

Pensacola, Florida 32503

Telephone: 850-478-8121

Facsimile: 850-476-1437

Redeemed

16-351

**OWNERSHIP AND ENCUMBRANCE REPORT**

File No.: 12930

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:

Dwayne Smith AKA Dwayne D. Smith and Kathan Smith AKA Esther Kathan Smith, 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

By: 

July 13, 2016

**OWNERSHIP AND ENCUMBRANCE REPORT  
LEGAL DESCRIPTION**

File No.: 12930

July 13, 2016

**042N311201001001 - Full Legal Description**

BEG AT A CONCRETE MONUMENT AT NE COR N 88 DEG 39 MIN 01 SEC W ALG N LI OF SEC 2495 80/100 FT  
TO E R/W LI OF US H/W #29 (SR 200 FT R/W) S 02 DEG 04 MIN 09 SEC W ALG E LI 364 FT TO POB S 02 DEG 04  
MIN 09 SEC W 165 50/100 FT S 88 DEG 39 MIN 01 SEC E 475 79/100 FT N 01 DEG 34 MIN 59 SEC E 165 50/100 FT  
N 88 DEG 39 MIN 01 SEC W 474 38/100 FT TO POB OR 2760 P 518

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**OWNERSHIP AND ENCUMBRANCE REPORT  
CONTINUATION PAGE**

File No.: 12930

July 13, 2016

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

1. That certain mortgage executed by Dwayne Smith and Kathan Smith in favor of U.S. Small Business Administration dated 07/17/2006 and recorded 07/27/2006 in Official Records Book 5958, page 71 of the public records of Escambia County, Florida, in the original amount of \$132,900.00. Mortgage Modification recorded in O.R. Book 6086, page 1802.
2. Taxes for the year 2013-2015 delinquent. The assessed value is \$104,892.00. Tax ID 12-0103-150.

**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.

# SOUTHERN GUARANTY TITLE COMPANY

4400 BAYOU BLVD., SUITE 13-B, CORDOVA SQUARE

PENSACOLA, FLORIDA 32503

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

Email: rcsgr@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.: 12-0103-150

CERTIFICATE NO.: 2014-7542

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.

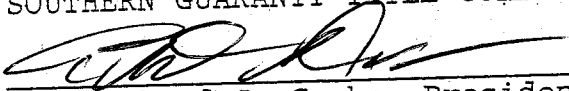
Dwayne Smith aka  
Dwayne D. Smith  
Kathan Smith aka  
Esther Kathan Smith  
532 Milestone Blvd.  
Cantonment, FL 32533

U.S. Small Business Administration  
2120 Riverfront Dr., Ste 100  
Little Rock, AR 72202

Unknown Tenants  
6840 Hwy. 29 North  
Molino, FL 32577

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

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.

THIS INSTRUMENT PREPARED BY:  
Stephen L. Walker, Esquire  
SMITH, SAUER, WALKER, DEMARIA & PUGH  
P.O. Box 12446  
Pensacola, Florida 32582

D.S. PD. \$

137.00

DATE

9-29-89

JOE A. FLORES, COMPTROLLER

BY: *James B. Walker* D.C.

CERT. REG. #59-2043328-27-01

2760N 518

### WARRANTY DEED

This Indenture made this 28th day of September, 1989 BETWEEN Barry Garman, AKA Barry Kevin Garman, a divorced and unmarried man, as Seller(s) of 10234 Chemstrand Road, Pensacola, Florida 32514, GRANTOR\*, and Dwayne Smith and Kathan Smith, husband and wife, as GRANTEE\*, of 6812 Highway 29 North, Pensacola, Florida 32533 whose tax identification number is 486-76-0275 and 589-09-4113, respectively.

WITNESSETH, That said Grantor, for and in consideration of the sum of TEN AND 00/100'S (\$10.00) Dollars and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the grantee and grantee's heirs forever the following described land located in the County of Escambia, State of Florida, to-wit:

Commence at a concrete monument at the Northeast corner of Section 4, Township 2 North, Range 31 West, Escambia County, Florida, thence North 88 degrees 39 minutes 01 second West along the North line of said Section for a distance of 2495.80 feet to the East right of way line of U.S. Highway #29 (SR, 200' R/W); thence South 02 degrees 04 minutes 09 seconds West along said East line for a distance of 364.00 feet to the POINT OF BEGINNING; thence South 02 degrees 04 minutes 09 seconds West for a distance of 165.50 feet; thence South 88 degrees 39 minutes 01 second East for a distance of 475.79 feet; thence North 01 degree 34 minutes 59 seconds East for a distance of 165.50 feet; thence North 88 degrees 39 minutes 01 second West for a distance of 474.38 feet to the POINT OF BEGINNING. All lying and being in Section 4, Township 2 North, Range 31 West, specifically including the improvement located thereon being a 1973 Vindale Mobile Home, Vehicle Identification Number 263TEBRT2312, Florida Title No. 5478586, RP Tag Number R045688, which improvement is attached to and part of the real property.

Less and except and subject to reservation of an undivided one-half interest in and to all oil, gas and minerals in, under and upon the property together with the full, free and uninterrupted right and privilege of operation on said land for production thereof as recorded O.R. Book 274, Page 541 of the public records of Escambia County, Florida.

Subject to taxes for the current year, zoning ordinances and restrictions, limitations and easements of record.

Subject also to an easement in favor of Gulf Power Company as recorded in O.R. Book 357, Page 4 and a Communications Systems Right-of-way and easement recorded in O.R. Book 2436, Page 528, public records of Escambia County, Florida.

TAX APPRAISER'S PARCEL ID#04-2N-31-1201-001-001

THIS IS NOT THE HOMESTEAD PROPERTY OF THE GRANTOR.

and said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever. \*Singular and plural are interchangeable as context requires.

IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal this 28th day of September, 1989, first above written.

WITNESSES

*Stephen L. Walker*  
*Stephen L. Walker*

*Barry Garman*  
Barry Garman, AKA Barry Kevin Garman

COUNTY OF Escambia  
STATE OF Florida

I HEREBY CERTIFY that on this 28th day of September, 1989, before me, an officer duly qualified to take acknowledgements, personally appeared: Barry Garman, AKA Barry Kevin Garman to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that they executed the same.

*Stephen L. Walker*  
NOTARY PUBLIC

COMMISSION EXPIRATION: 1-29-91

MAIL ANY NOTICE OF DEFAULT TO:  
U.S. SMALL BUSINESS ADMINISTRATION  
2120 Riverfront Drive, Suite 100  
Little Rock, Arkansas 72202

THIS INSTRUMENT PREPARED BY AND  
WHEN RECORDED MAIL TO:  
Shawronda Higgins-Thornton, Attorney  
U.S. SMALL BUSINESS ADMINISTRATION  
National Processing and Disbursement Center  
14925 Kingsport Road  
Fort Worth, Texas 76155-2243

SMITH, Dwayne and Kathan  
#L-362700179 Loan No.DLB 83471040-07

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**MORTGAGE  
(Direct)**

This mortgage made and entered into this 17th day of July 2006, by and between Dwayne Smith and Kathan Smith, husband and wife, 6840 Highway 29 North, Molino, Florida 32577 (hereinafter referred to as mortgagor) and the Administrator of the Small Business Administration, an agency of the Government of the United States of America (hereinafter referred to as mortgagee), who maintains an office and place of business at 2120 Riverfront Drive, Suite 100, Little Rock, Arkansas 72202

**WITNESSETH**, that for the consideration hereinafter stated, receipt of which is hereby acknowledged, the mortgagor does hereby mortgage, sell, grant, assign, and convey unto the mortgagee, his successors and assigns, all of the following described property situated and being in the County of Escambia, State of Florida.

Described in Exhibit "A" attached hereto and made a part hereof.

It is hereby agreed between the parties hereto, that if the mortgagor, subsequent to the date of this mortgage, conveys, contracts, or attempts to sell the above described mortgaged property in any way or manner whatsoever, while said property is mortgaged to the mortgagee, and without the written consent of the mortgagee, then and in such event the whole sum of principal and interest of the debt secured by this mortgage shall, at the option of the mortgagee, become immediately due and payable, and this mortgage may be foreclosed at once if said debt is not paid in full.

"This transaction is exempt from the Florida Intangible Tax since a governmental agency is holder of the indebtedness."

Together with and including all buildings, all fixtures including but not limited to all plumbing, heating, lighting, ventilating, refrigerating, incinerating, air conditioning apparatus, and elevators (the mortgagor hereby declaring that it is intended that the items herein enumerated shall be deemed to have been permanently installed as part of the realty), and all improvements now or hereafter existing thereon; the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise appertaining, and

SMITH, Dwayne and Kathlan  
#L-362700179 Loan No. DLB 83471040-07

the reversion and reversions, remainder and remainders, all rights of redemption, and the rents, issues, and profits of the above described property (provided, however, that the mortgagor shall be entitled to the possession of said property and to collect and retain the rents, issues, and profits until default hereunder). To have and to hold the same unto the mortgagee and the successors in interest of the mortgagee forever in fee simple or such other estate, if any, as is stated herein.

FOR THE PURPOSE OF SECURING: (1) Payment of the principal and interest as set forth above; (2) Payment of any and all obligations and liability, which are now due or may hereafter become due from Mortgagor; (3) Performance of each agreement of Mortgagor hereincontained; (4) Payment of all sums to be paid to Mortgagee pursuant to the terms hereof.

The mortgagor covenants that he is lawfully seized and possessed of and has the right to sell and convey said property; that the same is free from all encumbrances except as hereinabove recited; and that he hereby binds himself and his successors in interest to warrant and defend the title aforesaid thereto and every part thereof against the claims of all persons whomsoever.

This instrument is given to secure the payment of a promissory note dated February 12, 2005 in the principal sum of \$132,900.00 and maturing on February 12, 2035.

1. The mortgagor covenants and agrees as follows:

a. He will promptly pay the indebtedness evidenced by said promissory note at the times and in the manner therein provided.

b. He will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefore to the said mortgagee.

c. He will pay such expenses and fees as may be incurred in the protection and maintenance of said property, including the fees of any attorney employed by the mortgagee for the collection of any or all of the indebtedness hereby secured, or for foreclosure by mortgagee's sale, or court proceedings, or in any other litigation or proceeding affecting said premises. Attorneys' fees reasonably incurred in any other way shall be paid by the mortgagor.

d. For better security of the indebtedness hereby secured, upon the request of the mortgagee, its successors or assigns, he shall execute and deliver a supplemental mortgage or mortgages covering any additions, improvements, or betterments made to the property hereinabove described and all property acquired by it after the date hereof (all in form satisfactory to mortgagee). Furthermore, should mortgagor fail to cure any default in the payment of a prior or inferior encumbrance on the property described by this instrument, mortgagor hereby agrees to permit mortgagee to cure such default, but mortgagee is not obligated to do so; and such advances shall become part of the indebtedness secured by this instrument, subject to the same terms and conditions.

e. The rights created by this conveyance shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness evidenced by said promissory note or any part thereof secured hereby.

f. He will continuously maintain hazard insurance, of such type or types and in such amounts as the mortgagee may from time to time require on the improvements now or hereafter on said property, and will pay promptly when due any premiums therefor. All insurance shall be carried in companies acceptable to mortgagee and the policies and renewals thereof shall be held by mortgagee and have attached thereto loss

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payable clauses in favor of and in form acceptable to the mortgagee. In event of loss, mortgagor will give immediate notice in writing to mortgagee, and mortgagee may make proof of loss if not made promptly by mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to mortgagee instead of to mortgagor and mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged or destroyed. In event of foreclosure of this mortgage, or other transfer of title to said property in extinguishment of the indebtedness secured hereby, all right, title, and interest of the mortgagor in and to any insurance policies then in force shall pass to the purchaser or mortgagee or, at the option of the mortgagee, may be surrendered for a refund.

g. He will keep all buildings and other improvements on said property in good repair and condition; will permit, commit, or suffer no waste, impairment, deterioration of said property or any part thereof; in the event of failure of the mortgagor to keep the buildings on said premises and those erected on said premises, or improvements thereon, in good repair, the mortgagee may make such repairs as in its discretion it may deem necessary for the proper preservation thereof; and the full amount of each and every such payment shall be immediately due and payable and shall be secured by the lien of this mortgage.

h. He will not voluntarily create or permit to be created against the property subject to this mortgage any lien or liens inferior or superior to the lien of this mortgage without the written consent of the mortgagee; and further, he will keep and maintain the same free from the claim of all persons supplying labor or materials for construction of any and all buildings or improvements now being erected or to be erected on said premises.

i. He will not rent or assign any part of the rent of said mortgaged property or demolish, or remove, or substantially alter any building without the written consent of the mortgagee.

j. All awards of damages in connection with any condemnation for public use of or injury to any of the property subject to this mortgage are hereby assigned and shall be paid to mortgagee, who may apply the same to payment of the installments last due under said note, and mortgagee is hereby authorized, in the name of the mortgagor, to execute and deliver valid acquittances thereof and to appeal from any such award.

k. The mortgagee shall have the right to inspect the mortgaged premises at any reasonable time.

2. Default in any of the covenants or conditions of this instrument or of the note or loan agreement secured hereby shall terminate the mortgagor's right to possession, use, and enjoyment of the property, at the option of the mortgagee or his assigns (it being agreed that the mortgagor shall have such right until default). Upon any such default, the mortgagee shall become the owner of all of the rents and profits accruing after default as security for the indebtedness secured hereby, with the right to enter upon said property for the purpose of collecting such rents and profits. This instrument shall operate as an assignment of any rentals on said property to that extent.

3. The mortgagor covenants and agrees that if he shall fail to pay said indebtedness or any part thereof when due, or shall fail to perform any covenant or agreement of this instrument or the promissory note secured hereby, the entire indebtedness hereby secured shall immediately become due, payable, and collectible without notice, at the option of the mortgagee or assigns, regardless of maturity, and the mortgagee or his assigns may before or after entry sell said property without appraisal (the mortgagor having waived and assigned to the mortgagee all rights of appraisal):

(1) at judicial sale pursuant to the provisions of 28 U.S.C. 2001 (a); or



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(II) at the option of the mortgagee, either by auction or by solicitation of sealed bids, for the highest and best bid complying with the terms of sale and manner of payment specified in the published notice of sale, first giving four weeks' notice of the time, terms, and place of such sale, by advertisement not less than once during each of said four weeks in a newspaper published or distributed in the county in which said property is situated, all other notice being hereby waived by the mortgagor (and said mortgagee, or any person on behalf of said mortgagee, may bid with the unpaid indebtedness evidenced by said note). Said sale shall be held at or on the property to be sold or at the Federal [, county, or city/or Commonwealth] courthouse for the county in which the property is located. The mortgagee is hereby authorized to execute for and on behalf of the mortgagor and to deliver to the purchaser at such sale a sufficient conveyance of said property, which conveyance shall contain recitals as to the happening of the default upon which the execution of the power of sale herein granted depends; and the said mortgagor hereby constitutes and appoints the mortgagee or any agent or attorney of the mortgagee, the agent and attorney in fact of said mortgagor to make such recitals and to execute said conveyance and hereby covenants and agrees that the recitals so made shall be effectual to bar all equity or right of redemption, homestead, dower, and all other exemptions of the mortgagor, all of which are hereby expressly waived and conveyed to the mortgagee; or

(III) take any other appropriate action pursuant to state or Federal statute either in state or Federal court or otherwise for the disposition of the property.

In the event of a sale as hereinabove provided, the mortgagor or any person in possession under the mortgagor shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale or be summarily dispossessed, in accordance with the provisions of law applicable to tenants holding over. The power and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise, and are granted as cumulative to the remedies for collection of said indebtedness provided by law.

4. The proceeds of any sale of said property in accordance with the preceding paragraphs shall be applied first to pay the costs and expenses of said sale, the expenses incurred by the mortgagee for the purpose of protecting or maintaining said property, and reasonable attorneys' fees; secondly, to pay the indebtedness secured hereby; and thirdly, to pay any surplus or excess to the person or persons legally entitled thereto.

5. In the event said property is sold at a judicial foreclosure sale or pursuant to the power of sale hereinabove granted, and the proceeds are not sufficient to pay the total indebtedness secured by this instrument and evidenced by said promissory note, the mortgagee will be entitled to a deficiency judgment for the amount of the *deficiency without regard to appraisal*.

6. In the event the mortgagor fails to pay any Federal, state, or local tax assessment, income tax or other tax lien, charge, fee, or other expense charged against the property, the mortgagee is hereby authorized at his option to pay the same. Any sums so paid by the mortgagee shall be added to and become a part of the principal amount of the indebtedness evidenced by said note, subject to the same terms and conditions. If the mortgagor shall pay and discharge the indebtedness evidenced by said promissory note, and shall pay such sums and shall discharge all taxes and liens and the costs, fees, and expenses of making, enforcing, and executing this mortgage, then this mortgage shall be canceled and surrendered.

7. The covenants herein contained shall bind and the benefits and advantages shall inure to the respective successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

8. No waiver of any covenant herein or of the obligation secured hereby shall at any time thereafter be held to be a waiver of the terms hereof or of the note secured hereby.

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9. In compliance with section 101.106 of the Rules and Regulations of the Small Business Administration [13 C.F.R. 101.106], this instrument is to be construed and enforced in accordance with applicable Federal law. This Mortgage is to be construed and enforced in accordance with Federal law. Mortgagor hereby waives any rights or immunity purportedly conferred by Commonwealth law limiting Mortgagee's right to a deficiency judgment after either a judicial foreclosure or a foreclosure under the power of sale referred to above.

10. A judicial decree, order, or judgment holding any provision or portion of this instrument invalid or unenforceable shall not in any way impair or preclude the enforcement of the remaining provisions or portions of this instrument.

11. Any written notice to be issued to the mortgagor pursuant to the provisions of this instrument shall be addressed to the mortgagor at 6840 Highway 29 North, Molino, Florida 32577 and any written notice to be issued to the mortgagee shall be addressed to the mortgagee at 2120 Riverfront Drive, Suite 100, Little Rock, Arkansas 72202.

If any one or more of the provisions contained in this Mortgage shall for any reason be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Mortgage.

IN WITNESS WHEREOF, the mortgagor has executed this instrument and the mortgagee has accepted delivery of this instrument as of the day and year aforesaid.

STATE OF FLORIDA )

COUNTY OF Escambia )

)ss

Dwayne Smith

The foregoing instrument was acknowledged before me this 27 day of July, 2006, by

Dwayne Smith

who produced a personally known as identification.

Teresa Jean Myrick

Notary Public, State of Florida at Large

My Commission Expires: 9/26/2006

Kathan Smith

Teresa Jean Myrick  
Notary Public, State of Florida  
Commission No. DD154199  
My Commission Expires 9/29/06

The foregoing instrument was acknowledged before me this 27 day of July, 2006 by

Kathan Smith

who produced a Personally Known as identification.

Teresa Jean Myrick

Notary Public, State of Florida at Large

My Commission Expires: 9/26/2006

Teresa Jean Myrick  
Notary Public, State of Florida  
Commission No. DD154199  
My Commission Expires 9/29/06

SMITH, Dwayne and Kathleen  
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EXHIBIT "A"

Commence at a concrete monument at the Northeast corner of Section 4, Township 2 North, Range 31 West, Escambia County, Florida, thence North 88 degrees 39 minutes 01 second West along the North line of said Section for a distance of 2495.80 feet to the East right of way line of U.S. Highway #29 (SR, 200' R/W); thence South 02 degrees 04 minutes 09 seconds West along said East line for a distance of 364.00 feet to the POINT OF BEGINNING; thence South 02 degrees 04 minutes 09 seconds West for a distance of 165.50 feet; thence South 88 degrees 39 minutes 01 second East for a distance of 475.79 feet; thence North 01 degree 34 minutes 59 seconds East for a distance of 165.50 feet; thence North 88 degrees 39 minutes 01 second West for a distance of 474.38 feet to the POINT OF BEGINNING. All lying and being in Section 4, Township 2 North, Range 31 West, specifically including the improvement located thereon being a 1973 Vindale Mobile Home, Vehicle Identification Number 263TEBRT2312, Florida Title No. 5478586, RP Tag Number RD45688, which improvement is attached to and part of the real property.

Less and except and subject to reservation of an undivided one-half interest in and to all oil, gas and minerals in, under and upon the property together with the full, free and uninterrupted right and privilege of operation on said land for production thereof as recorded O.R. Book 274, Page 541 of the public records of Escambia County, Florida.

Subject to taxes for the current year, zoning ordinances and restrictions, limitations and easements of record.

Subject also to an easement in favor of Gulf Power Company as recorded in O.R. Book 357, Page 4 and a Communications Systems Right-of-way and easement recorded in O.R. Book 2436, Page 528, public records of Escambia County, Florida.

TAX APPRAISER'S PARCEL ID#04-2N-31-1201-001-001

More commonly known as: 6840 Highway 29 North, Molino, Florida 32577

MAIL ANY NOTICE OF DEFAULT TO:  
U.S. SMALL BUSINESS ADMINISTRATION  
2120 Riverfront Drive, Suite 100  
Little Rock, AR 72202

THIS INSTRUMENT PREPARED BY AND MAIL TO:  
Anthony Isabella, Attorney  
WHEN RECORDED MAIL TO:  
U.S. SMALL BUSINESS ADMINISTRATION  
14925 Kingsport Road  
Fort Worth, TX 76155-2243  
(817)868-2300

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SPACE ABOVE THIS LINE FOR RECORDER'S USE

### AMENDMENT TO MORTGAGE AND STATEMENT OF ADDITIONAL ADVANCE

WHEREAS, by MORTGAGE made on July 17, 2006 by Dwayne Smith and Kathan Smith, husband and wife, as Mortgagor, naming Administrator of the **U.S. Small Business Administration**, an agency of the United States government, as Mortgagee, which Mortgage was recorded on July 27, 2006, in Instrument # 2006075647, Book 5958, at Page 71, Official Records of Clerk of Circuit Courts of Escambia County, State of Florida, Mortgagor mortgaged to Mortgagee, with power of sale, that certain real property in the aforementioned County and State described as follows:

Described in Exhibit "A" attached hereto and made a part hereof.

"This transaction is exempt from the Florida Intangible Tax since a governmental agency is holder of the indebtedness."

This Amendment to Mortgage and Statement of Additional Advance is being made to amend that certain Mortgage dated July 17, 2006, filed in Escambia County, State of Florida, for the purpose of securing performances and obligations set forth in the Mortgage including payment of \$132,900.00 according to the terms of a promissory note or notes payable to Mortgagee.

**NOW THEREFORE**, for and in consideration of an additional advance in the amount of \$119,000.00, Mortgagor agrees that said Mortgage is hereby amended to secure payment of \$251,900.00 according to the terms of a modified or amended note or notes dated January 8, 2007, and maturing February 12, 2035 payable to Mortgagee.

SMITH, Dwayne / Kathan  
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Mortgagor further understands and agrees that this amendment does not in any way affect the terms, conditions or priority of said Mortgage except as herein specifically set forth.

Dated: 2-13, 2007

WITNESSES

Christie M. Cooper  
Christie M. Cooper

[Signature]  
Mortgagor(s)  
Dwayne Smith  
Kathan Smith  
Kathan Smith

STATE OF FLORIDA

COUNTY OF Escambia

I, Katrina Sanford, a Notary Public in and for said County and State, do hereby certify that Dwayne Smith personally appeared before me this day and acknowledged that they, being informed of the contents of the instrument, signed, delivered and executed the foregoing instrument.

Witness my hand and notarial seal this the 13<sup>th</sup> day of February, 2007.

[Signature]  
Notary Public

**KATRINA S. SANFORD**  
Notary Public, State of Florida  
My comm. exp. Nov. 12, 2009  
Comm. No. DD 486263

STATE OF FLORIDA

COUNTY OF Escambia

I, Katrina Sanford, a Notary Public in and for said County and State, do hereby certify that Kathan Smith personally appeared before me this day and acknowledged that they, being informed of the contents of the instrument, signed, delivered and executed the foregoing instrument.

Witness my hand and notarial seal this the 13<sup>th</sup> day of February, 2007.

[Signature]  
Notary Public

**KATRINA S. SANFORD**  
Notary Public, State of Florida  
My comm. exp. Nov. 12, 2009  
Comm. No. DD 486263

SMITH, Dwayne / Kathan  
Control #/ 3627-00179 / Loan # DLB 83471040-07

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TAX APPRAISER'S PARCEL ID#04-2N-31-1201-001-001

More commonly known as: 6840 Highway 29 North, Molino, Florida 32577



# Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

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

August 2, 2016

SUNSHINE STATE CERIFICATES V BANKUNITED TRUSTEE  
7900 MIAMI LAKES DRIVE WEST  
MIAMI LAKES FL 33016

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.

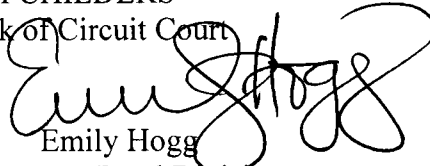
TAX CERT	APP FEES	INTEREST	TOTAL
2014 TD 007542	\$450.00	\$20.25	\$470.25

**TOTAL \$470.25**

Very truly yours,

PAM CHILDERS  
Clerk of Circuit Court

By:

  
Emily Hogg  
Tax Deed Division