

Tax Collector's Certification

CTY-513

Tax Deed Application Number
1600302

Date of Tax Deed Application
Apr 25, 2016

This is to certify that **CAPITAL ONE CLTRL ASSIGNEE OF**, holder of **Tax Sale Certificate Number 2014 / 9461**, Issued the 1st Day of June, 2014 and which encumbers the following described property in the county of Escambia, State of Florida, to wit: **17-0049-742**

Cert Holder:
CAPITAL ONE CLTRL ASSIGNEE OF
PO BOX 54418
NEW ORLEANS, LA 70154

Property Owner:
SHERMAN JONATHAN R SHERMAN
MONICA M
22 VIA DE LUNA DR #1608
PENSACOLA BEACH, FL 32561
GARAGE UNIT #A EMERALD ISLE RESORT CONDO OR 5694 P 722 SHEET 8

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
2014/9461	17-0049-742	06-01-2014	164.91	36.35	201.26

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
2015/9935	17-0049-742	06-01-2015	204.66	6.25	10.23	221.14

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	422.40
2. Total of Delinquent Taxes Paid by Tax Deed Applicant	0.00
3. Total of Current Taxes Paid by Tax Deed Applicant	145.51
4. Ownership and Encumbrance Report Fee	200.00
5. Tax Deed Application Fee	175.00
6. Total Interest Accrued by Tax Collector Pursuant to Section 197.542, F.S.	
7. Total (Lines 1 - 6)	942.91

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	6.25
19. Total Amount to Redeem	949.16

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

Date of Sale: October 3, 2014 By Jenna Stewart

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

17-0049-742 2014

TO: Tax Collector of ESCAMBIA COUNTY: JANET HOLLEY

In accordance with the Florida Statutes, I,

CAPITAL ONE CLTRL ASSIGNEE OF
PO BOX 54418
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/ 9461	06-01-2014	GARAGE UNIT #A EMERALD ISLE RESORT CONDO OR 5694 P 722 SHEET 8

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

04-25-2016

Date

4/27/2016



Chris Jones
Escambia County Property Appraiser

ECPA Home

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

[Back](#)

← [Navigate Mode](#) [Account](#) [Reference](#) →

[Printer Friendly Version](#)

General Information	
Reference:	2825261131001002
Account:	170049742
Owners:	SHERMAN JONATHAN R SHERMAN MONICA M
Mail:	22 VIA DE LUNA DR #1608 PENSACOLA BEACH, FL 32561
Situs:	
Use Code:	CONDO-GARAGE
Taxing Authority:	PENSACOLA BEACH
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	\$0	\$10,000	\$10,000	\$10,000
2014	\$0	\$10,000	\$10,000	\$10,000
2013	\$0	\$9,500	\$9,500	\$9,500

[Disclaimer](#)

[Amendment 1/Portability Calculations](#)

Sales Data					
Sale Date	Book	Page	Value	Type	Official Records (New Window)
01/22/2015	7289	264	\$552,000	LI	View Instr
07/2005	5694	722	\$100	LI	View Instr
05/2004	5407	1054	\$775,000	LI	View Instr
10/2000	4613	997	\$400,000	LI	View Instr
06/1997	4154	1325	\$338,900	LI	View Instr
06/1997	4154	1323	\$15,000	AC	View Instr
06/1997	4154	1314	\$239,900	LI	View Instr

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

2015 Certified Roll Exemptions

Legal Description
GARAGE UNIT #A EMERALD ISLE RESORT CONDO OR
7289 P 264 SHEET 8

Extra Features
CONDO LIMITED GARAGE

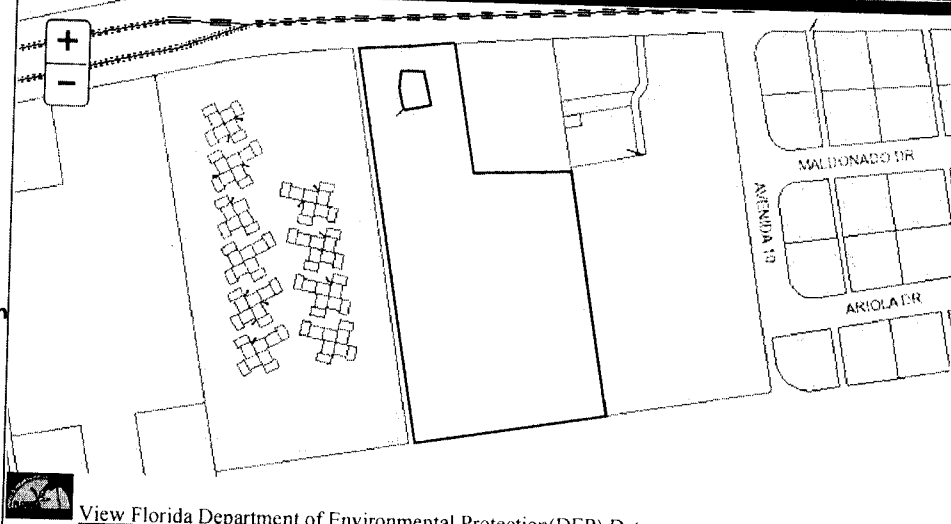
Parcel Information

Section Map Id:
PB008-1

Approx. Acreage:
3.3006

Zoned:
HDR/C-PB

Evacuation & Flood Information
[Open Report](#)



[Launch Interactive Map](#)

View Florida Department of Environmental Protection (DEP) Data

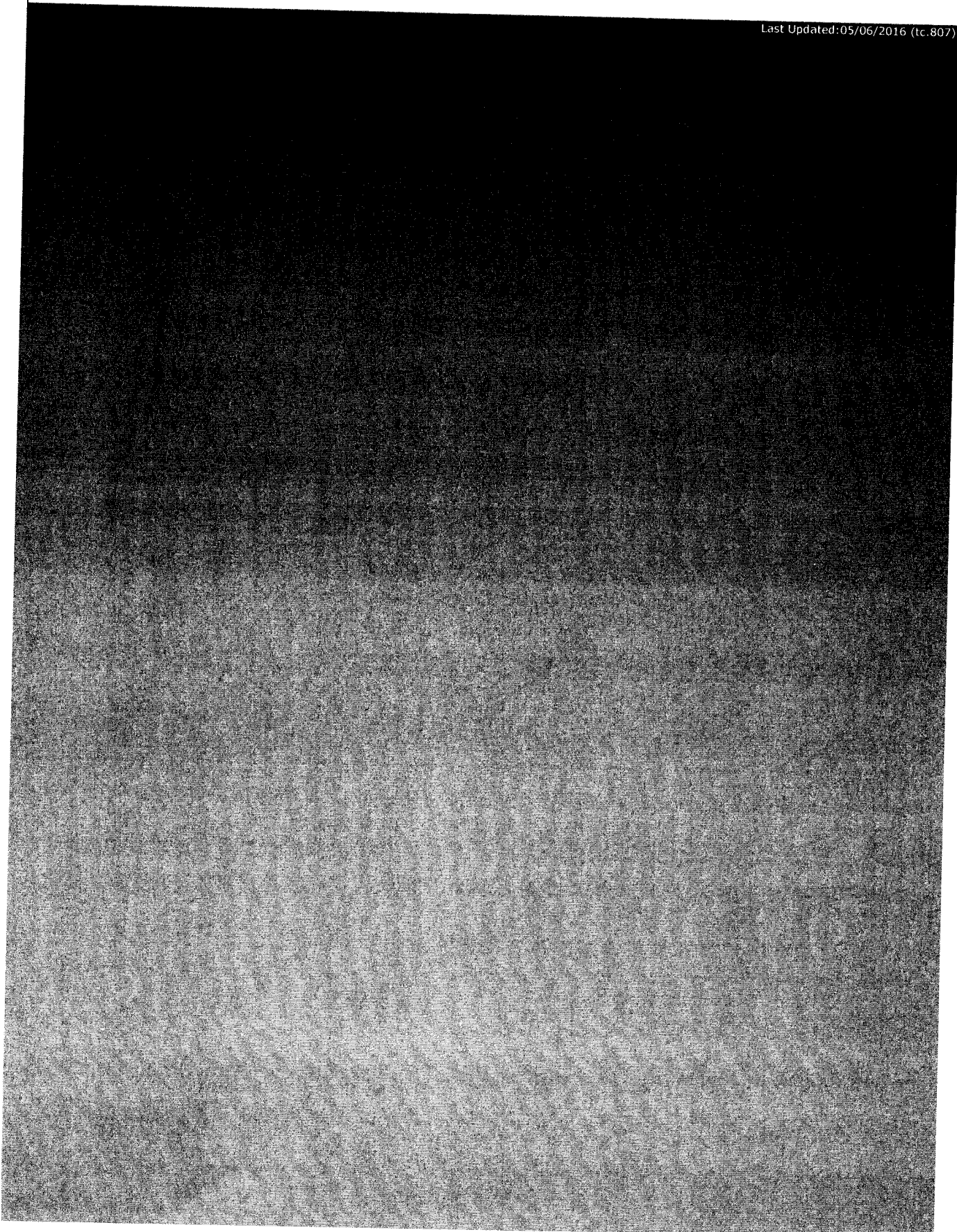
Buildings

Images

None

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

Last Updated: 05/06/2016 (tc.807)



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



BRANCH OFFICES
ARCHIVES AND RECORDS
JUVENILE DIVISION
CENTURY

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

COUNTY OF ESCAMBIA
OFFICE OF THE
CLERK OF THE CIRCUIT COURT

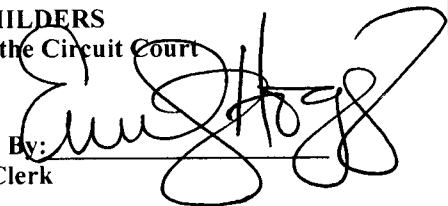
PAM CHILDERS, CLERK OF THE CIRCUIT COURT
Tax Certificate Redeemed From Sale

Account: 170049742 Certificate Number: 009461 of 2014

Payor: EMMANUEL SHEPPARD & CONDON 30 S SPRING ST PENSACOLA FL 32502 **Date**
 07/25/2016

Clerk's Check #	120733	Clerk's Total	\$490.50
Tax Collector Check #	1	Tax Collector's Total	\$1,034.02
		Postage	\$60.00
		Researcher Copies	\$40.00
		Total Received	\$1,624.52 1141.84

PAM CHILDERS
 Clerk of the Circuit Court

Received By: 
 Deputy Clerk

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
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 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 009461
 Redeemed Date 07/25/2016**

Name EMMANUEL SHEPPARD & CONDON 30 S SPRING ST PENSACOLA FL 32502

Clerk's Total = TAXDEED	\$490.50	
Due Tax Collector = TAXDEED	\$1,084.02	
Postage = TD2	\$60.00	1141.84
ResearcherCopies = TD6	\$40.00	

• 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
ESCAMBIA COUNTY, FLORIDA

Tax Deed - Redemption Calculator

Account: 170049742 Certificate Number: 009461 of 2014

Redemption Yes 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="07/21/2016"/>
Months	6	3
Tax Collector	<input type="text" value="\$942.91"/>	<input type="text" value="\$942.91"/>
Tax Collector Interest	\$84.86	\$42.43
Tax Collector Fee	<input type="text" value="\$6.25"/>	<input type="text" value="\$6.25"/>
Total Tax Collector	\$1,034.02	<input type="text" value="\$991.59"/> 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	\$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	<input type="text" value="\$1,624.52"/>	\$1,461.84
	Repayment Overpayment Refund Amount	\$162.68

Notes

Southern Guaranty Title Company

4400 Bayou Boulevard, Suite 13B

Pensacola, Florida 32503

Telephone: 850-478-8121

Facsimile: 850-476-1437

Redeemed

16-348

OWNERSHIP AND ENCUMBRANCE REPORT

File No.: 12896

July 6, 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 07-06-1996, through 07-06-2016, and said search reveals the following:

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

Jonathan R. Sherman and Monica M. Sherman, husband and wife

2. The land covered by this Report is:

LEGAL DESCRIPTION IS ATTACHED HERETO AND MADE A PART HEREOF

3. The following unsatisfied mortgages, liens and judgments affecting the land covered by this Report appear of record:

SEE CONTINUATION PAGE ATTACHED HERETO AND MADE A PART HEREOF

4. Taxes:

SEE CONTINUATION PAGE ATTACHED HERETO AND MADE A PART HEREOF

The foregoing report is prepared and furnished for information only, is not intended to constitute or imply any opinion, warranty, guaranty, insurance, or similar assurance as to the status of title, and no determination has been made of the authenticity of any instrument described or referred to herein. The name search for the purposes of determining applicable judgments and liens is limited to the apparent record owner(s) shown herein. No attempt has been made to determine whether the land is subject to liens or assessments which are not shown as existing liens by the public records. The Company's liability hereunder shall not exceed the cost of this Report, or \$1,000.00 whichever is less.

THIS REPORT SHALL NOT BE USED FOR THE ISSUANCE OF TITLE INSURANCE.

Southern Guaranty Title Company

By: 

July 6, 2016

**OWNERSHIP AND ENCUMBRANCE REPORT
LEGAL DESCRIPTION**

File No.: 12896

July 6, 2016

Garage Unit #A, Emerald Isle Resort Condominium, O.R. Book 7289, page 264, Escambia County, Florida.

**OWNERSHIP AND ENCUMBRANCE REPORT
CONTINUATION PAGE**

File No.: 12896

July 6, 2016

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

1. Mortgage executed by Jonathan R. Sherman and Monica M. Sherman, husband and wife to Everett Financial, Inc., dated 01/22/2015 and recorded in Official Record Book 7289 on page 268 of the public records of Escambia County, Florida. given to secure the original principal sum of \$400,000.00. Corrected Mortgage recorded in O.R. Book 7351, page 348. NOTE: This mortgage includes the actual Condominium Unit 1608 along with the Garage Unit #A.
2. NOTE: Taxes are current of Condominium Unit 1608 of Emerald Isle Condominium, but not for the Parking Garage Space Unit #A.
3. Subject to terms and conditions of any controlling Santa Rosa Island leases, subleases, lease assignments or condominium documents applicable to this parcel.
4. Taxes for the year 2013-2015 delinquent. The assessed value is \$10,000.00. Tax ID 17-0049-742.

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: 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.: 17-0049-742

CERTIFICATE NO.: 2014-9561 9461

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

Notify City of Pensacola, P.O. Box 12910, 32521

Notify Escambia County, 190 Governmental Center, 32502

Homestead for _____ tax year.

Jonathan R. Sherman
Monica M. Sherman
22 Via De Luna Dr. # 1608
Pensacola Beach, FL 32561

SRIA
P.O. Box 1208
Pensacola Beach, FL 32562

Everett Financial, Inc. dba
Supreme Lending
14801 Quorum Dr., Ste 300
Dallas, TX 75254

Certified and delivered to Escambia County Tax Collector,
this 6th 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.

Prepared by & return to:
Gerald L. Brown
Emmanuel, Sheppard & Condon
30 S. Spring Street
Pensacola, Florida 32502
File #09160-133054

Tax ID #282S26-1131-120-001

ASSIGNMENT OF SUBLEASE

STATE OF FLORIDA

COUNTY OF ESCAMBIA

MORGAN HOLDING COMPANY OF LOUISIANA, L.L.C., a Louisiana limited liability company, whose address is 3058 Highway 966, St. Francisville, LA 70775, hereafter called "Assignor", the present owner and holder of the leasehold interest of lessee in that lease granted by Santa Rosa Island Authority, as leasing agent of Escambia County, Florida, to Maxwell de la Rua and James E. Driskell, as recorded in Deed Book 343, at Page 108, as amended in Deed Book 533, Page 345, and further amended in Official Records Book 283, Page 771, as amended and restated in Official Records Book 2054, Page 510 and Official Records Book 3887, Page 849, together with Sublease Agreement recorded in Official Records Book 4154, Page 1314, as assigned in Official Records Book 4613, Page 997, Official Records Book 5407, Page 1054, and further assigned in Official Records Book 5694, Page 722, all of the public records of Escambia County, Florida, covering the following described real property on Santa Rosa Island in Escambia County, Florida:

A condominium parcel consisting of Unit 1608, together with Parking Garage Space #A, of Emerald Isle Resort Condominium, a condominium according to the Declaration of Condominium dated January 20, 1997, and recorded January 22, 1997 in Official Records Book 4093, at Pages 33 through 105, inclusive, of the Public Records of Escambia County, Florida, together with an undivided interest in and to the common elements as described in said Declaration, pertinent thereto, all in accordance with and subject to all of the provisions of said Declaration of Condominium of Emerald Isle Resort. (Herein referred to as the "Leased Premises".)

for and in consideration of One Dollar and other valuable considerations, the receipt of which is hereby acknowledged, does hereby grant, convey, sell, assign and transfer all of the right, title and interest of Assignor in said lease and demised premises, and all the improvements thereon, and all interest which may be hereafter acquired by Assignor in said leasehold estate, to **JONATHAN R. SHERMAN and MONICA M. SHERMAN, husband and wife**, hereafter called "Assignee" (but which word shall be construed in the plural when the context requires), and the heirs, agents, and assigns, forever, of Assignee.

By acceptance of this assignment, Assignee hereby assumes and agrees to comply with the provisions of the aforesaid lease and hold Assignor harmless from any liability thereunder. Assignor covenants that Assignor is the owner of the above leasehold estate; that Assignor has a good right to transfer the same; that the Assignee may at all times peaceably and quietly enter upon, hold, occupy, and enjoy said leasehold estate; that the Assignor shall make such further assurances to perfect the leasehold estate in said property and every part thereof; and that Assignor will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said undersigned Assignor has executed this instrument to be effective the 23rd day of January, 2015.

Executed and delivered in the presence of the following WITNESSES:

MORGAN HOLDING COMPANY OF OF LOUISIANA, L.L.C., a Louisiana limited liability company

Margaret Coco
Print Name: Margaret Coco

By David R. Morgan, Sr.
David R. Morgan, Sr., Manager

Charles E. Wilson
Print Name: CHARLES E. WILSON

By Carolyn Bickham Morgan
Carolyn Bickham Morgan, Manager

STATE OF LOUISIANA

PARISH OF WEST FELICIANA

The foregoing instrument was sworn, subscribed and acknowledged before me this 22nd day of January, 2015, by David R. Morgan, Sr. and Carolyn Bickham Morgan, as Managers of Morgan Holding Company of Louisiana, L.L.C., a Louisiana limited liability company, who () are personally known to me or who () produced Driver license as identification.

(Affix Notary Seal)

Pepper Miller

NOTARY PUBLIC

Print name: _____
My commission expires: _____

Pepper Miller
Ex-Officio Notary
Expires June 30, 2016
Notary attest to signature only

**RESIDENTIAL SALES
ABUTTING ROADWAY
MAINTENANCE DISCLOSURE**

ATTENTION: Pursuant to Escambia County Code of Ordinances Chapter 1-29.2, Article V, sellers of residential lots are required to disclose to buyers whether abutting roadways will be maintained by Escambia County. The disclosure must additionally provide that Escambia County does not accept roads for maintenance that have not been built or improved to meet county standards. Escambia County Code of Ordinances Chapter 1-29.2, Article V requires this disclosure be attached along with other attachments to the deed or other method of conveyance required to be made part of the public records of Escambia County, Florida. Note: Acceptance for filing by County employees of this disclosure shall in no way be construed as an acknowledgment by the County of the veracity of any disclosure statement.

Name of Roadway: 22 VIA DE LUNA

Legal Address of Property: 22 VIA DE LUNA DR., #1608, PENSACOLA BEACH, FL 32561

The County (XX) has accepted () has not accepted the abutting roadway for maintenance.

This form completed by: Gerald L. Brown, of
Emmanuel, Sheppard & Condon
30 South Spring Street
Pensacola, FL 32502

AS TO SELLER (S):

Morgan Holding Company of Louisiana, L.L.C.	
<u>David R. Morgan Sr.</u> David R. Morgan, Sr., Manager	<u>Margaret Carr</u> Witness: <u>Margaret Carr</u>
<u>Carolyn Bickham Morgan</u> Carolyn Bickham Morgan, Manager	<u>Charles F. Wilson</u> Witness: <u>Charles F. Wilson</u>

AS TO BUYER (S):

<u>Jonathan R. Sherman</u> Jonathan R. Sherman <u>Monica M. Sherman by Jonathan R. Sherman</u> <u>She is acting in fact</u> Monica M. Sherman by Jonathan R. Sherman as Attorney-in-Fact	<u>Barbara Carr</u> Witness: <u>Barbara P. Carr</u> <u>Alisa J. Kiker</u> Witness: <u>Alisa J. Kiker</u>
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THIS FORM APPROVED BY THE
ESCAMBIA COUNTY BOARD
OF COUNTY COMMISSIONERS
Effective: 4/15/95

19

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2015005267 01/23/2015 at 03:38 PM
OFF REC BK: 7289 PG: 268 - 286 Doc Type: MTG
RECORDING: \$163.00 MTG Stamps \$1400.00 Int. Tax \$800.00

WHEN RECORDED, SEND TO:
EVERETT FINANCIAL, INC. D/B/A SUPREME LENDING
14801 QUORUM DRIVE, SUITE 300
DALLAS, TEXAS 75254

This instrument was prepared by:
CHRISTINA SHEA
EVERETT FINANCIAL, INC. D/B/A SUPREME LENDING
14801 QUORUM DRIVE, SUITE 300
DALLAS, TEXAS 75254
214-340-5225

Loan Number: 575141298016

[Space Above This Line For Recording Data]

MORTGAGE

MIN: 100307110006116342
SIS Telephone #: (888) 679-MERS

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

- (A) "Security Instrument" means this document, which is dated January 22, 2015, together with all Riders to this document.
- (B) "Borrower" is JONATHAN SHERMAN AND MONICA SHERMAN, HUSBAND AND WIFE. Borrower is the mortgagor under this Security Instrument.
- (C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.
- (D) "Lender" is EVERETT FINANCIAL, INC. D/B/A SUPREME LENDING. Lender is A TEXAS CORPORATION, organized and existing under the laws of TEXAS.
Lender's address is 14801 QUORUM DRIVE, SUITE 300, DALLAS, TEXAS 75254.
- (E) "Note" means the promissory note signed by Borrower and dated January 22, 2015. The Note states that Borrower owes Lender FOUR HUNDRED THOUSAND AND NO/100 Dollars (U.S. \$400,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than February 1, 2045.
- (F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

FLORIDA - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT with MERS
Page 1 of 12

Form 3010, 1/01

IDS, Inc.

Borrower(s) Initials

JS MBH
JS PA

Please re-record to correct the county on page 2



(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- Adjustable Rate Rider
- Balloon Rider
- 1-4 Family Rider
- Other [Specify]
- Condominium Rider
- Planned Unit Development Rider
- Biweekly Payment Rider
- Second Home Rider
- VA Rider

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(L) "Escrow Items" means those items that are described in Section 3.

(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. § 2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) 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 MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, the following described property located in the County of **SAN JUAN** **ESCAMBIA**

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A".

Parcel ID Number: 282S261131120001

JS MS BT
JS PAK



which currently has the address of: **22 VIA DE LUNA DR APT 1608
PENSACOLA BCH, FLORIDA 32561,**

("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments,

JS MB 6/2/05
POA



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

Signed, sealed and delivered in the presence of:

Alisa J. Kiker ALISA J. KIKER
-Witness

Barbara Carr Barbara Carr
-Witness

[Signature] (Seal)
JONATHAN SHERMAN
-Borrower
4824 BLUE SPRUCE ROAD
EVERGREEN, COLORADO 80439

Monica Sherman by Jonathan Sherman, (Seal)
attorney in fact
MONICA SHERMAN BY JONATHAN
-Borrower
SHERMAN, ATTORNEY IN FACT
4824 BLUE SPRUCE ROAD
EVERGREEN, COLORADO 80439

STATE OF FLORIDA
County of ESCAMBIA

The foregoing instrument was acknowledged before me this 23rd day of January, 2015 by JONATHAN SHERMAN as attorney in fact, who is personally known to me or who has produced Louisiana Driver's License as identification.



BARBARA P. CARR
Notary Public, State of Florida
My Comm. Expires Feb. 3, 2018
Commission No. FF 72949

Barbara P. Carr
Notary Public
Barbara P. Carr
(Print or Type Name of Notary Public)

Loan originator (organization): EVERETT FINANCIAL, INC. D/B/A SUPREME LENDING; NMLS #: 2129
Loan originator (individual): DAVID WESLEY REDMOND; NMLS #: 193303



EXHIBIT "A"

LEGAL DESCRIPTION

A condominium parcel consisting of Unit 1608, together with Parking Garage Space #A, of Emerald Isle Resort Condominium, a condominium according to the Declaration of Condominium dated January 20, 1997, and recorded January 22, 1997 in Official Records Book 4093, at Pages 33 through 105, inclusive, of the Public Records of Escambia County, Florida, together with an undivided interest in and to the common elements as described in said Declaration, pertinent thereto, all in accordance with and subject to all of the provisions of said Declaration of Condominium of Emerald Isle Resort.



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

CAPITAL ONE CLTRL ASSIGNEE OF
PO BOX 54418
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 000269	\$450.00	\$20.25	\$470.25
2014 TD 003422	\$450.00	\$20.25	\$470.25
2014 TD 009461	\$450.00	\$20.25	\$470.25
2014 TD 007149	\$40.00	\$	\$40.00
2014 TD 002952	\$450.00	\$20.25	\$470.25
2014 TD 003014	\$450.00	\$20.25	\$470.25

TOTAL \$2,391.25

Very truly yours,

PAM CHILDERS
Clerk of Circuit Court

By:

Emily Hogg
Tax Deed Division