

**APPLICATION FOR TAX DEED**  
Section 197.502, Florida Statutes

512  
R. 12/16

Application Number: 1700175

To: Tax Collector of ESCAMBIA COUNTY, Florida

I,  
AFFILIATED TAX CO LLC - 414 US BANK % AFFILIATED TAX CO LL  
PO BOX 645040  
CINCINNATI, OH 45264-5040,

hold the listed tax certificate and hereby surrender the same to the Tax Collector and make tax deed application thereon:

| Account Number | Certificate No. | Date       | Legal Description   |
|----------------|-----------------|------------|---|
| 10-4464-644    | 2015/6747       | 06-01-2015 | LOT 36 BLK H RUSSELL BAYOU AT<br>INNERARITY ISLAND PHASE II S/D PB 17 P<br>22 & 22A OR 7168 P 119 |

I agree to:

- pay any current taxes, if due and
- redeem all outstanding tax certificates plus interest not in my possession, and
- pay all delinquent and omitted taxes, plus interest covering the property.
- 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 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  
AFFILIATED TAX CO LLC - 414 US BANK % AFFILIATED  
TAX CO LL  
PO BOX 645040  
CINCINNATI, OH 45264-5040

04-19-2017  
Application Date

\_\_\_\_\_  
Applicant's signature

17-308

**Tax Collector's Certification**

CTY-513

**Tax Deed Application Number**

1700175

**Date of Tax Deed Application**

Apr 19, 2017

This is to certify that **AFFILIATED TAX CO LLC - 414 US BANK % AFFILIATED TAX CO LL**, holder of **Tax Sale Certificate Number 2015 / 6747**, Issued the 1st Day of June, 2015 and which encumbers the following described property in the county of Escambia County, State of Florida, to wit: **10-4464-644**

**Cert Holder:**

**AFFILIATED TAX CO LLC - 414 US BANK % AFFILIATED TAX CO LL**  
**PO BOX 645040 CINCINNATI, OH 45264-5040**

**Property Owner:**

**PRESTON KEVIN & PRESTON AMANDA**  
**16296 NARWHAL DR**  
**PENSACOLA, FL 32507**  
 LOT 36 BLK H RUSSELL BAYOU AT INNERARITY ISLAND PHASE II  
 S/D PB 17 P 22 & 22A OR 7168 P 119

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    |
|-------------------------|----------------|------------|----------------------------|----------|----------|
| 2015/6747               | 10-4464-644    | 06/01/2015 | 1,914.10                   | 95.71    | 2,009.81 |

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    |
|-------------------------|----------------|------------|----------------------------|---------------------|----------|----------|
| 2016/6142               | 10-4464-644    | 06/01/2016 | 1,902.26                   | 6.25                | 95.11    | 2,003.62 |

**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 | 4,013.43 |
| 2. Total of Delinquent Taxes Paid by Tax Deed Applicant   | 0.00     |
| 3. Total of Current Taxes Paid by Tax Deed Applicant  | 1393.47  |
| 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)  | 5,781.90 |

**Amounts Certified by Clerk of Court (Lines 8-15):****Total Amount Paid**

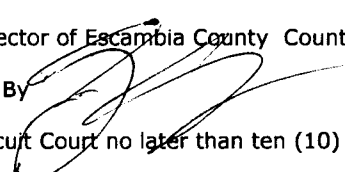
|   |      |
|---|------|
| 8. Clerk of Court Statutory Fee for Processing Tax Deed                                   |      |
| 9. Clerk of Court Certified Mail Charge   |      |
| 10. Clerk of Court Advertising Charge   |      |
| 11. Clerk of Court Recording Fee for Certificate of Notice                                |      |
| 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  |      |

Done this the 24th day of April, 2017 Scott Lunsford, Tax Collector of Escambia County County

Date of Sale:

7/3/17

By



\*This certification must be surrendered to the Clerk of the Circuit Court no later than ten (10) days after this date.  
 10-4464-644 2015



# 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  |   |
|--|---|
| <b>Reference:</b>  | 153S323000360008                        |
| <b>Account:</b>  | 104464644                               |
| <b>Owners:</b>   | PRESTON KEVIN &<br>PRESTON AMANDA       |
| <b>Mail:</b>   | 16296 NARWHAL DR<br>PENSACOLA, FL 32507 |
| <b>Situs:</b>  | 16207 TARPON DR 32507                   |
| <b>Use Code:</b>   | VACANT RESIDENTIAL                      |
| <b>Taxing Authority:</b>   | COUNTY MSTU                             |
| <b>Tax Inquiry:</b>  | <a href="#">Open Tax Inquiry Window</a> |
| Tax Inquiry link courtesy of Scott Lunsford<br>Escambia County Tax Collector |   |

| Assessments   |           |       |           |           |
|---|-----------|-------|-----------|-----------|
| Year  | Land      | Imprv | Total     | Cap Val   |
| 2016  | \$85,500  | \$0   | \$85,500  | \$85,500  |
| 2015  | \$108,585 | \$0   | \$108,585 | \$108,585 |
| 2014  | \$108,585 | \$0   | \$108,585 | \$108,585 |
| <a href="#">Disclaimer</a>                                |           |       |           |           |
| <a href="#">Amendment 1/Portability Calculations</a>      |           |       |           |           |
| ★ <a href="#">File for New Homestead Exemption Online</a> |           |       |           |           |

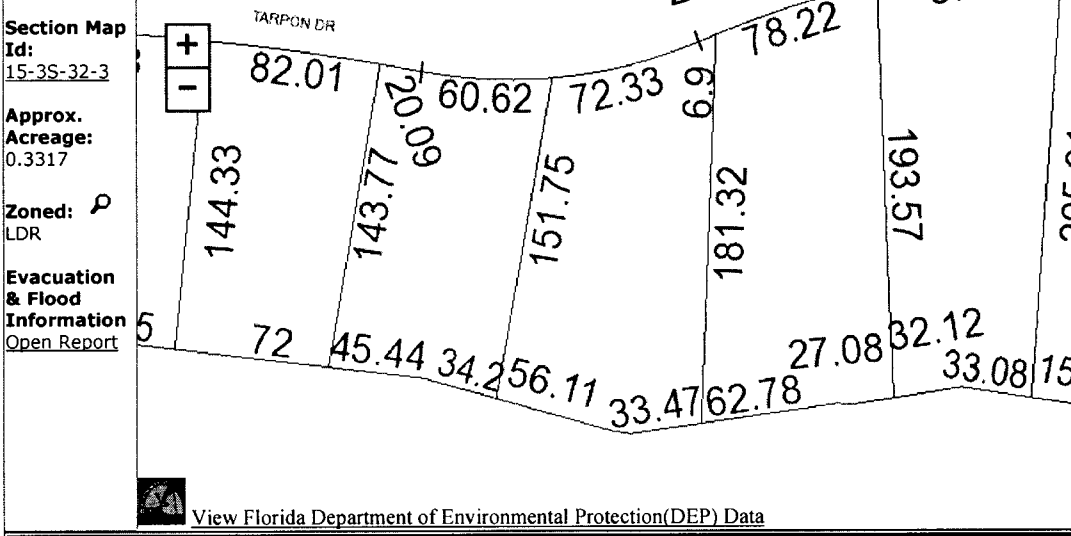
| Sales Data  |      |      |           |      |                               |
|---|------|------|-----------|------|-------------------------------|
| Sale Date   | Book | Page | Value     | Type | Official Records (New Window) |
| 08/28/2014  | 7221 | 959  | \$115,000 | WD   | <a href="#">View Instr</a>    |
| 04/28/2014  | 7168 | 119  | \$79,900  | WD   | <a href="#">View Instr</a>    |
| 12/20/2010  | 6671 | 1736 | \$100     | CT   | <a href="#">View Instr</a>    |
| 04/2005   | 5620 | 1691 | \$525,000 | WD   | <a href="#">View Instr</a>    |
| 07/2004   | 5463 | 299  | \$299,900 | WD   | <a href="#">View Instr</a>    |
| 06/2004   | 5444 | 1689 | \$189,900 | WD   | <a href="#">View Instr</a>    |
| Official Records Inquiry courtesy of Pam Childers<br>Escambia County Clerk of the Circuit Court and Comptroller |      |      |           |      |                               |

| 2016 Certified Roll Exemptions |
|--------------------------------|
| None                           |

| Legal Description  |
|--|
| LOT 36 BLK H RUSSELL BAYOU AT INNERARITY ISLAND<br>PHASE II S/D PB 17 P 22 & 22A OR 7221 P 959 |

| Extra Features |
|----------------|
| None           |

**Parcel Information** [Launch Interactive Map](#)



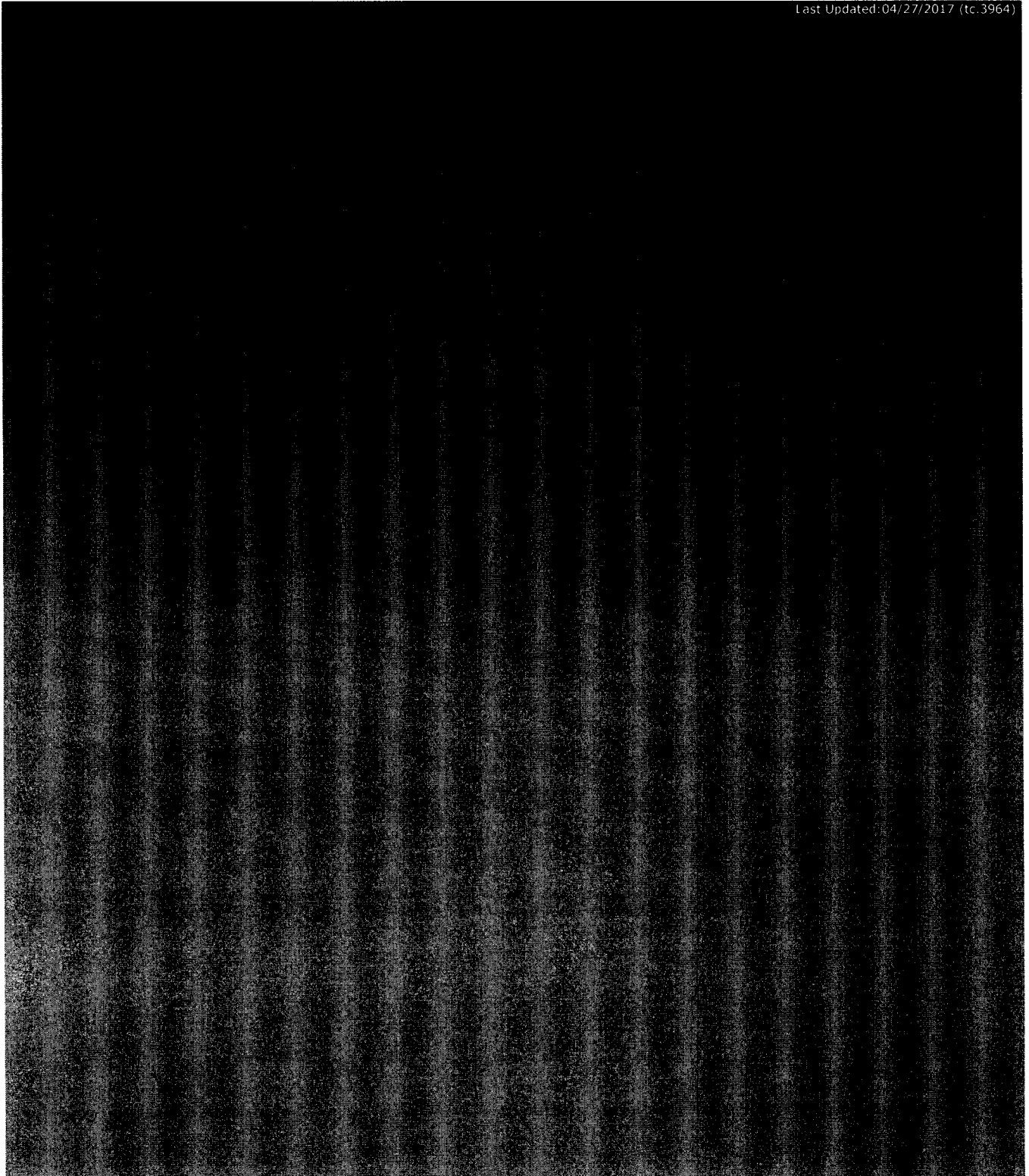
**Buildings**  
[Images](#)



2/10/05

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: 04/27/2017 (tc. 3964)


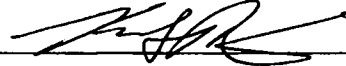
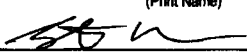


IN WITNESS WHEREOF, each Mortgagor has executed under seal this Mortgage the day and year first above written.

Signed, sealed and delivered in the presence of:

WITNESS:

If Mortgagor is an Individual:

 \_\_\_\_\_ (SEAL)  \_\_\_\_\_ (SEAL)  
 Tracy Ratzen \_\_\_\_\_ KEVIN PRESTON  
 (Print Name)  
 \_\_\_\_\_ (SEAL) \_\_\_\_\_ (SEAL)  
 Steve Kerr \_\_\_\_\_  
 (Print Name)  
 \_\_\_\_\_ (SEAL) \_\_\_\_\_ (SEAL)  
 \_\_\_\_\_ (Print Name)

**Notarization of Acknowledgement in an Individual Capacity**

STATE OF FLORIDA

COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of August, 2014, by Kevin Preston

(Name of Person Acknowledging)

(Signature of Notary Public - State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary Public)



TRACY RATZEN  
MY COMMISSION # FF 102720  
EXPIRES: April 11, 2018  
Bonded thru Budget Notary Services

Personally Known \_\_\_\_\_ OR  
Produced Identification

Type of Identification Produced PIDL

**Notarization of Acknowledgement in a Representative Capacity**

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, by \_\_\_\_\_ as \_\_\_\_\_

(Name of Person)

(Type of Authority)

for

(Name of Party on Behalf of Whom Instrument Was Executed)

(Signature of Notary Public - State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary Public)

under, or the escape, spillage, emission or release from the Property of any Hazardous Material regardless of whether or not caused by or within the control of Mortgagor, (b) the violation of any Environmental Laws relating to or affecting the Property, whether or not caused by or within the control of Mortgagor, (c) the failure by Mortgagor to comply fully with the terms and provisions of this paragraph, or (d) any warranty or representation made by Mortgagor in this paragraph being false or untrue in any material respect. For purposes of this Mortgage, "Hazardous Material" means and includes petroleum products, any flammable explosives, radioactive materials, asbestos or any material containing asbestos, and/or any hazardous, toxic or dangerous waste, substance or material defined as such in (or for the purposes of) the Environmental Laws. For the purpose of this Mortgage, "Environmental Laws" means the Comprehensive Environmental Response, Compensation and Liability Act, the Hazardous Materials Transportation Act, the Resource Conservation and Recovery Act, any "Super Fund" or "Super Lien" law, or any other federal, state, or local law, regulation, or decree regulating, relating to, or imposing liability or standards of conduct concerning any petroleum products, any flammable explosives, radioactive materials, asbestos or any material containing asbestos, and/or any hazardous, toxic or dangerous waste, substance or material, as may now or at any time hereafter be in effect. The obligations and liabilities of Mortgagor under this paragraph shall survive the foreclosure of the Mortgage, the delivery of a deed in lieu of foreclosure, the cancellation or release of record of this Mortgage or the payment and cancellation of the Note; or if otherwise expressly permitted in writing by the Mortgagee, the sale or alienation of any part of the Property.

9. Mortgagor shall be in default under this Mortgage upon the occurrence of any of the following.

(a) Default in the payment or performance of any of the obligations, or of any covenant or warranty, in this Mortgage, in the Note(s) or other document executed in connection herewith, or in any other note of Mortgagor or Borrower to Mortgagee or any contract between Mortgagor or Borrower and Mortgagee; or in any contract between any third party and Mortgagee made for the benefit of Mortgagor; or

(b) Any warranty, representation or statement made or furnished to Mortgagee by or on behalf of Mortgagor or Borrower in connection with this transaction proving to have been false in any material respect when made or furnished; or

(c) Loss, theft, substantial damage, destruction to or of the Property, or the assertion or making of any levy, seizure, mechanic's or materialman's lien or attachment thereof or thereon; or

(d) Death, dissolution, termination of existence, insolvency, business failure, appointment of a Receiver for any part of the property of, assignment for the benefit of creditors by, filing of a bankruptcy petition by or against, or the inability to pay debts in the ordinary course of business of the Mortgagor or any co-maker, endorser, guarantor or surety for Mortgagor or Borrower; or

(e) Failure of a corporate Mortgagor or Borrower or any co-maker, endorser, guarantor or surety for Mortgagor or Borrower to maintain its corporate existence in good standing or

(f) Upon the entry of any monetary judgement of the assessment or filing of any tax lien against Mortgagor or Borrower; or upon the issuance of any writ of garnishment or attachment against any property, debts due or rights of Mortgagor or Borrower; or

(g) The sale (including sale by land contract upon delivery of possession), transfer or encumbrance of all or any part of the Property or any interest therein, or any change in the ownership or control of any corporate or partnership Mortgagor or Borrower, without Mortgagee's prior written consent; or

(h) If Mortgagee should otherwise deem itself, its security interest, the Property or the indebtedness evidenced by the Note(s) unsafe or insecure; or should Mortgagee otherwise believe that the prospect of payment or other performance is impaired.

10. It is agreed that the Mortgagor shall hold and enjoy the premises above conveyed until there is a default under this mortgage or in the Note(s) secured hereby. If there is a default in any of the terms, conditions or covenants of this mortgage or of any of the Note(s) secured hereby, then at the option of the Mortgagee, and without prior notice to the Mortgagor, all sums then owing by the Mortgagor or any other obligor on the Note(s) to the Mortgagee shall become immediately due and payable, the Mortgagee may in addition pursue all other rights and remedies available against any Mortgagor or any borrower or other obligor under the Note(s) under applicable provisions of Florida Law and of any other law governing the Note(s). This mortgage shall remain as security for full payment of all indebtedness evidenced by the Note(s) and for performance of any obligation evidenced by the Note(s) or any document executed in connection therewith, notwithstanding the sale or release of any or all of the Property, the assumption by another party of Mortgagor's obligations under the Note(s) or this mortgage, the forbearance or extension of time or payment of the indebtedness evidenced by the Note(s) or any one of same or the release of any party who has assumed or incurred any obligation for the repayment of any indebtedness evidenced by the Note(s) and secured by this mortgage. None of the foregoing shall in any way affect the full force and effect of the lien of this mortgage or impair the Mortgagee's right to any other remedies against the Mortgagor or any other obligors under the Note(s). Any forbearance by the Mortgagee in exercising any right or remedy hereunder or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Mortgagee shall not be a waiver of Mortgagee's right to accelerate maturity of the indebtedness evidenced by the Note(s) secured hereby. Time is of the essence in the payment or performance of any of the obligations, or of any covenant or warranty contained in this mortgage, or in any of the Note(s) or any other document related thereto.

11. Mortgagor understands that upon default hereunder, along with other remedies set out herein and in the above referenced Note(s), the Mortgagee may foreclose upon the mortgaged premises and ask for a deficiency judgement. Mortgagor hereby expressly waives and relinquishes any appraisal rights which Mortgagor may have under Florida Law and understands and agrees that a deficiency judgement, if pursued by Mortgagee, shall be determined by the highest priced bid at the judicial sale of the Property.

12. The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall be applicable to all genders and the term "Mortgagee" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise. The liability of the Mortgagor hereunder shall, if more than one, be joint and several. The designations "corporate", "corporation", and "partnership" include limited liability companies and limited liability partnerships.

**Construction Loan.** If this box is marked, this Mortgage is made for the purpose of securing a loan for constructing, improving or adding to a building on the Property or improving the Property, and shall constitute a construction mortgage, as defined in the Code.

TO HAVE AND TO HOLD, all the said Property unto the Mortgagee, its successors and assigns forever.

The Mortgagor covenants that he is lawfully seized of the premises herein above described in fee simple absolute (or such other estate; if any, as stated hereinbefore), that he has good, right, and lawful authority to sell, convey, or encumber the same, and that the premises are free and clear of all liens and encumbrances whatsoever except as listed in the title opinion or title insurance policy which Mortgagee has obtained in the transaction in which Mortgagee obtained this Mortgage. The Mortgagor further covenants to warrant generally and forever defend title to the premises as herein conveyed unto the Mortgagee, from and against all persons whomsoever lawfully claiming the same or any part thereof.

The Mortgagor (and where more than one, each jointly and severally) covenants and agrees as follows:

1. That if he is a maker or obligor on the Note(s), he will promptly pay the principal of and interest on the indebtedness evidenced by the said Note(s) and any subsequent note or agreement evidencing additional advances, at the time and in the manner therein provided. Mortgagor shall timely pay and perform any obligation, covenant or warranty contained not only in this mortgage but also any other mortgage, or writing which gives rise to, or which may constitute a lien upon any of the Property. Upon request of Mortgagee, Mortgagor promptly shall furnish satisfactory evidence of such payment or performance. Mortgagor shall not enter into, terminate, cancel or amend any material lease or contract affecting the Property or any part thereof without the prior written consent of the Mortgagee.
2. That the lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of or any other modification relating to the indebtedness or any part thereof secured hereby.
3. That he will pay as they become due all mortgage loan insurance premiums, taxes, assessments, water rates, and other governmental or municipal charges, fines or imposition, assessed against the property hereby mortgaged. If the Mortgagor fails to make any payments provided for in this section or any other payments for taxes, assessments, or the like, the Mortgagee may pay the same, and all sums so paid shall bear interest at the same rate as the principal debt secured hereby (from the date of such advance) and shall be secured by this mortgage.
4. That he will keep the Property in as good order and condition as it is now, reasonable wear and tear excepted, and will not commit or permit any waste thereof.
5. That he will continuously maintain fire, flood and such other hazard insurance as the Mortgagee may require on the improvements which form a part of the Property, now or hereafter constructed on the Property, and will pay promptly when due any premiums on the insurance. If it is determined at any time that any of the Property is located in a flood hazard area as defined in the Flood Disaster Protection Acts of 1973, the Mortgagor shall obtain and maintain flood insurance on Property at Mortgagor's expense for as long as this Mortgage is in effect. Flood insurance coverage shall be in an amount equal to the lesser of (i) the maximum amount secured as set forth herein or (ii) the maximum limit of coverage made available for the particular type of property under applicable law. If the Mortgagor shall fail to procure or maintain hazard or flood insurance coverage in the specified amount for the Property within a reasonable time of receiving notice from Mortgagee of either the requirement or of the lapse of an existing policy, Mortgagee may, but shall not be obligated to, expend for the account of Mortgagor any sums which may be necessary to purchase the required hazard or flood insurance, which shall be fully secured by this Mortgage and which shall accrue interest from the time expended until paid at the rate set forth in the Note(s). Mortgagor shall cause all policies and renewals thereof to be delivered to the Mortgagee. All insurance shall be carried with companies approved by Mortgagee and shall contain a loss payable clause (New York long form) in favor of and in a form acceptable to Mortgagee. In the event of loss, Mortgagor will give immediate written notice to Mortgagee, who may make proof of loss if such is not made promptly by the Mortgagor. Each insurer is hereby authorized and directed to make payment for such loss directly and solely to the Mortgagee, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration of the Property damaged, but Mortgagee shall not be obligated to see to the proper application of any amount paid over to Mortgagor.
6. That he hereby assigns all the rents, issues, and profits of the Property from and after any default hereunder, and should legal proceedings be instituted pursuant to this instrument, then the Mortgagee shall have the right to have appointed a receiver of the rents, issues, and profits, who, after deducting all charges and expenses attending such proceedings and the execution of his trust as receiver, shall apply the residue of the rents, issues, and profits toward the payment of the debt secured hereby. Mortgagor hereby appoints Mortgagee as Mortgagor's attorney-in-fact to collect any rents and profits, with or without suit, and to apply the same, less expenses of collection to any indebtedness owing under the Note(s) in any manner as Mortgagee may desire.
7. That he will pay as they become due the principal and interest on all notes, obligations, contracts or agreements, secured by any mortgage, lien, or security interest having priority over this mortgage as to the Property described herein. If the Mortgagor fails to make any of the payments as provided in this section, Mortgagee may pay the same and add any amounts so paid to the principal debt, and all sums so paid shall bear interest at the same rate as the principal debt secured hereby and shall be secured by this mortgage.
8. Mortgagor for itself, its successors, and assigns represents, warrants and agrees that (a) neither Mortgagor nor any other person has used or installed any Hazardous Material (as hereinafter defined) on the Property or received any notice from any governmental agency, entity or other person with regard to Hazardous Materials on, from or affecting the Property; (b) neither Mortgagor or any other person has violated any applicable Environmental Laws (as hereinafter defined) relating to or affecting the Property; (c) the Property is presently in compliance with all Environmental Laws; there are no circumstances presently existing upon or under the Property, or relating to the Property which may violate any applicable Environmental Laws, and there is not now pending, or threatened, any action, suit, investigation or proceeding against Mortgagor relating to the Property (or against any other party relating to the Property) seeking to enforce any right or remedy under any of the Environmental Laws; (d) the Property shall be kept free of Hazardous Materials, and shall not be used to generate, manufacture, transport, treat, store, handle, dispose, or process Hazardous Materials; (e) Mortgagor shall not cause nor permit the installation of Hazardous Materials in the Property nor a release of Hazardous Material onto or from the Property or suffer the presence of Hazardous Materials on the Property; (f) Mortgagor shall at all times comply with and ensure compliance by all other parties with all applicable Environmental Laws relating to or affecting the Property and shall keep the Property free and clear of any liens imposed pursuant to any applicable Environmental Laws; (g) the Mortgagor has obtained and will at all times continue to obtain and/or maintain all licenses, permits and/or other governmental or regulatory actions necessary to comply with Environmental Laws (the "Permits") and the Mortgagor is in full compliance with the terms and provisions of the Permits and will continue to comply with the terms and provisions of the Permits; (h) Mortgagor shall immediately give the Beneficiary oral and written notice in the event that Mortgagor receives any notice from any governmental agency, entity, or any other party with regard to Hazardous Materials on, from or affecting the Property and shall conduct and complete all investigations, sampling, and testing, and all remedial, removal, and other actions necessary to clean up and remove all Hazardous Materials on, from or affecting the Property in accordance with all applicable Environmental Laws. The Mortgagor hereby agrees to indemnify the Mortgagee and hold the Mortgagee harmless from and against any and all losses, liabilities, damages, inquiries (including, without limitation, attorneys' fees) and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against Mortgagee for, with respect to, or as a direct or indirect result of (a) the presence, on, or

Wilson, Harrell, Farrington, Ford,  
Wilson, Spain & Parsons, P.A.  
307 South Palafox Street  
Pensacola, FL 32502

STATE OF FLORIDA  
Prepared by and return to



\_\_\_\_\_] ]  
\_\_\_\_\_] ]  
507534750609001916 ]

### MORTGAGE OF REAL ESTATE AND SECURITY AGREEMENT

THIS MORTGAGE, made this 29th day of August, 2014, by  
KEVIN PRESTON

16296 Narwhal Dr., Pensacola, FL 32507-0000

(hereinafter referred to as "Mortgagor"), and granted and given to BRANCH BANKING AND TRUST COMPANY (hereinafter referred to as "Mortgagee"), a corporation organized and existing under the laws of the State of North Carolina, whose address is BB&T Document Control, P.O. Box 1290, Whiteville, North Carolina 28472.

Whereas, KEVIN PRESTON

(the "Borrower" if not the Mortgagor) is indebted to Mortgagee, as evidenced by a certain promissory note dated the 29th day of August, 2014 executed in favor of Mortgagee in the principal sum of:

SEVENTY-ONE THOUSAND TWO HUNDRED FIFTY DOLLARS & 00/100 Dollars

(\$ 71,250.00), plus interest thereon, and any renewals, extensions or modifications thereto, the terms of which are incorporated herein by reference. Where used herein, the term "Note" or "Notes" shall be deemed to include the note above described, along with any other notes, additional advance agreements, or other documents now or hereafter evidencing any debt whatsoever incurred by Mortgagor or Borrower and payable to Mortgagee. The final maturity date of the Note is August 28 2029.

NOW, THEREFORE, in consideration of the premises and One Dollar (\$1.00) in hand paid by Mortgagee, the receipt and sufficiency of which are hereby acknowledged, the Mortgagor does hereby grant, bargain, sell, mortgage, assign and convey unto the Mortgagee the following described real property situated in ESCAMBIA County, State of Florida:

LOT 36, BLOCK H, RUSSELL BAYOU AT INNERARITY ISLAND PHASE 2, A  
SUBDIVISION OF A PORTION OF SECTION 15, TOWNSHIP 3 SOUTH, RANGE 32  
WEST, INNERARITY ISLAND, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO PLAT  
RECORDED IN PLAT BOOK 17, AT PAGES 22 AND 22A, OF THE PUBLIC RECORDS OF  
SAID COUNTY.

Together with (i) all buildings, improvements, hereditaments, and appurtenances thereunto appertaining, as far as they may now or hereafter during the term of this indenture belong to or be used in connection with the occupancy of any building existing or to be constructed on such property; (ii) all fixtures, equipment and accessions and attachments thereto now or hereafter attached or used in connection with the operation of such property, and all replacements, additions, and betterments to or of any of the foregoing; (iii) all rights in now existing and hereafter arising easements, rights of way, rights of access, water rights and courses, sewer rights and other rights appertaining thereto; (iv) all as-extracted collateral including without limitation all gas, oil and mineral rights of every nature and kind, all timber to be cut and all other rights appertaining thereto; and (v) all leases, rents and profits therefrom. The real property, buildings, improvements, fixtures, equipment, accessions thereto, appurtenances and all replacements and additions thereof and thereto, all leases and rents therefrom, and all other collateral described above are hereinafter collectively referred to as the "Property".

If any of the Property is of a nature such that a security interest therein can be perfected under the Florida Uniform Commercial Code (the "Code"), this indenture shall constitute a security agreement and financing statement, and the Mortgagor hereby authorizes the Mortgagee to complete and to file any UCC Financing Statement and amendment thereof which Mortgagee deems necessary to perfect, renew or continue such security interest under the Code.

This Mortgage is granted and conveyed to secure: (i) prompt payment of the Note(s) and all renewals, extensions, modifications and substitutions thereof; (ii) the performance of all other obligations set forth therein and in any loan agreement or security instrument in connection herewith; (iii) all future advances made to the Mortgagor, or other obligor on the Note(s) if not the Mortgagor, not to exceed the maximum aggregate principal amount of \$ 71,250.00, whether evidenced by the original Note(s) or any subsequent Note(s), notwithstanding whether any such subsequent Note is a part of the transaction governing the Note(s) or is of the same kind or class, provided that each such subsequent Note or other evidence of indebtedness shall reference that it is secured by this Mortgage; (iv) all sums expended by the Mortgagee to protect and preserve the Property, including without limitation all taxes and insurance premium; and (v) all costs of collection of the Note(s), including without limitation all reasonable attorneys' and paralegal fees, court costs, publication fees and related costs.



**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 that 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 acknowledgement by the county of the veracity of any disclosure statement.

NAME OF ROADWAY: 16207 Tarpon Drive

LEGAL ADDRESS OF PROPERTY: 16207 Tarpon Drive, Pensacola, Florida 32507

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

This form completed by: Wilson, Harrell, Farrington, Ford, Wilson, Spain & Parsons P.A.  
13020 Sorrento Road  
Pensacola, FL 32507

AS TO SELLER(S):

WITNESSES TO SELLER(S):


TW Land and Real Estate, Inc., a Georgia corporation  
By: Heping Ma, Chief Executive Officer

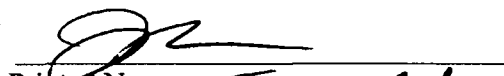
Printed Name: \_\_\_\_\_


Printed Name: \_\_\_\_\_


AS TO BUYER(S):

WITNESSES TO BUYER(S):

  
Kevin Preston

  
Printed Name: Travis Patton

  
Amanda Preston

  
Printed Name: Steve Kert

This form approved by the  
Escambia County Board  
of County Commissioners  
Effective: 4/15/95

**RESIDENTIAL SALES ABUTTING ROADWAY  
MAINTENANCE DISCLOSURE**

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13020 Sorrento Road  
Pensacola, FL 32507

AS TO SELLER(S):

WITNESSES TO SELLER(S):

  
TW Land and Real Estate, Inc., a Georgia corporation  
By: Heping Ma, Chief Executive Officer

  
Printed Name: Michael Meadows

  
Printed Name: Amy Smith

AS TO BUYER(S):

WITNESSES TO BUYER(S):

Kevin Preston

Printed Name: \_\_\_\_\_

Amanda Preston

Printed Name: \_\_\_\_\_

This form approved by the  
Escambia County Board  
of County Commissioners  
Effective: 4/15/95

### Corporate Warranty Deed

This Indenture, made, August 29, 2014 A.D.

Between TW Land and Real Estate, Inc., a Georgia corporation whose post office address is: 1127 Pearl Mist Dr SW, Lilburn, GA 30047 a corporation existing under the laws of the State of Georgia, Grantor and Kevin Preston and Amanda Preston, husband and wife whose post office address is: 16296 Narwhal Drive, Pensacola, FL 32507, Grantee,

Witnesseth, that the said Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00 ), to it in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee forever, the following described land, situate, lying and being in the County of Escambia, State of Florida, to wit:

LOT 36, BLOCK H, RUSSELL BAYOU AT INNERARITY ISLAND PHASE 2, A SUBDIVISION OF A PORTION OF SECTION 15, TOWNSHIP 3 SOUTH, RANGE 32 WEST, INNERARITY ISLAND, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO PLAT RECORDED IN PLAT BOOK 17, AT PAGES 22 AND 22A, OF THE PUBLIC RECORDS OF SAID COUNTY.

Subject to taxes for the current year, covenants, restrictions and easements of record, if any.

Parcel Identification Number: 153S32-3000-360-008

And the said Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, the said Grantor has caused this instrument to be executed in its name by its duly authorized officer and caused its corporate seal to be affixed the day and year first above written.

TW Land and Real Estate, Inc., a Georgia corporation

Signed and Sealed in Our Presence:

Michael Munday  
Witness Print Name: Michael Munday

Pam Childers  
Witness Print Name: Pam Childers

By: [Signature]  
Heping Ma  
Its: Chief Executive Officer



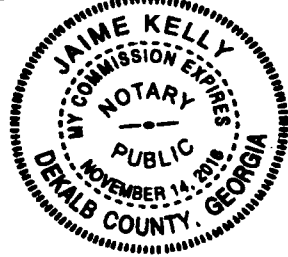
State of ~~Florida~~ Georgia  
County of ~~Escambia~~ DeKalb

The foregoing instrument was acknowledged before me this 28th day of August, 2014, by Heping Ma, the Chief Executive Officer of TW Land and Real Estate, Inc., a Georgia corporation A corporation existing under the laws of the State of Georgia, on behalf of the corporation. He/She is personally known to me or has produced driver's license as identification.

Jaime Kelly  
Notary Public  
Notary Printed Name: Jaime Kelly  
My Commission Expires: 11/14/16

Prepared by:  
William E. Farrington, II, an employee of  
Wilson, Harrell, Farrington, Ford, et.al., P.A.,  
307 South Palafox Street  
Pensacola, Florida 32502

File Number: 1-48895



# SOUTHERN GUARANTY TITLE COMPANY

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

PENSACOLA, FLORIDA 32503

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

Email: rcsgt@aol.com

Scott Lunsford  
Escambia County Tax Collector  
P.O. Box 1312  
Pensacola, FL 32591

CERTIFICATION: TITLE SEARCH FOR TDA

TAX DEED SALE DATE: 7-3-2017

TAX ACCOUNT NO.: 10-4464-644

CERTIFICATE NO.: 2015-6747

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.

Kevin Preston  
Amanda Preston  
16296 Narwhal Dr.  
Pensacola, FL 32507

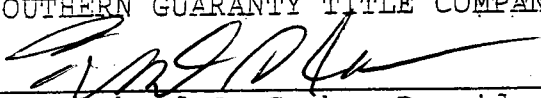
Branch Banking & Trust Company  
P.O. Box 1290  
Whiteville, NC 28472

Property address:  
16207 Tarpon Dr.  
Pensacola, FL 32507

Russell Bayou HOA  
908 Gardengate Circle  
Pensacola, FL 32504

Certified and delivered to Escambia County Tax Collector,  
this 26th day of April, 2017.

SOUTHERN GUARANTY TITLE COMPANY

  
by: Richard S. Combs, President

NOTE: The above listed addresses are based upon current information available, but said addresses are not guaranteed to be true or correct.

**OWNERSHIP AND ENCUMBRANCE REPORT  
CONTINUATION PAGE**

File No.: 13531

April 25, 2017

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

1. That certain mortgage executed by Kevin Preston in favor of Branch Banking & Trust Co. dated 08/29/2014 and recorded 09/03/2014 in Official Records Book 7221, page 962 of the public records of Escambia County, Florida, in the original amount of \$71,250.00.
2. Subject to interest of Russell Bayou Homeowners Association.
3. Taxes for the year 2014-2016 delinquent. The assessed value is \$85,500.00. Tax ID 10-4464-644.

**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.: 13531

April 25, 2017

**Lot 36, Block H, Russell Bayou at Innerarity Island Phase 2, as per plat thereof, recorded in Plat Book 17, Page 22 & 22A, of the Public Records of Escambia County, Florida**

**Southern Guaranty Title Company**

4400 Bayou Boulevard, Suite 13B

Pensacola, Florida 32503

Telephone: 850-478-8121

Facsimile: 850-476-1437

17-308  
Redeemed

**OWNERSHIP AND ENCUMBRANCE REPORT**

File No.: 13531

April 25, 2017

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

Pursuant to your request, the Company has caused a search to be made of the Public Records of Escambia County, Florida, solely as revealed by records maintained from 04-27-1997, through 04-27-2017, and said search reveals the following:

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

Kevin Preston and Amanda Preston, 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: 

April 25, 2017



# Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

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

May 10, 2017

AFFILIATED TAX CO LLC-414 US BANK  
PO BOX 645040  
CINCINNATI OH 45264

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    |
|----------------|----------|----------|----------|
| 2015 TD 006747 | \$450.00 | \$6.75   | \$456.75 |

**TOTAL \$456.75**

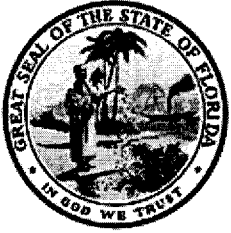
Very truly yours,

PAM CHILDERS  
Clerk of Circuit Court

By:

  
Emily Hogg  
Tax Deed Division





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

**Tax Deed - Redemption Calculator**

**Account: 104464644 Certificate Number: 006747 of 2015**

Redemption  Yes  No     
 Application Date      
 Interest Rate

|                         | Final Redemption Payment ESTIMATED                   | Redemption Overpayment ACTUAL                           |
|-------------------------|--|---|
|                         | Auction Date <input type="text" value="07/03/2017"/> | Redemption Date <input type="text" value="05/04/2017"/> |
| Months                  | 3  | 1   |
| Tax Collector           | <input type="text" value="\$5,781.90"/>              | <input type="text" value="\$5,781.90"/>                 |
| Tax Collector Interest  | \$260.19   | \$86.73   |
| Tax Collector Fee       | <input type="text" value="\$6.25"/>                  | <input type="text" value="\$6.25"/>                     |
| Total Tax Collector     | \$6,048.34   | <input type="text" value="\$5,874.88"/> <i>JTC</i>      |
| 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       | \$20.25  | \$6.75  |
| Total Clerk             | \$470.25   | <input type="text" value="\$456.75"/> <i>CF</i>         |
| 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 | \$6,618.59   | \$6,331.63  |
|                         | Repayment Overpayment Refund Amount                  | \$286.96  |

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



**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**

**Case # 2015 TD 006747**  
**Redeemed Date 05/04/2017**

**Name KEVIN PRESTON 3068 CARRIE TAYLOR CIR CLARKVILLE TN 37043**

|                             |            |                  |
|-----------------------------|------------|------------------|
| Clerk's Total = TAXDEED     | \$470.25   |                  |
| Due Tax Collector = TAXDEED | \$6,048.34 | <i>\$6011.63</i> |
| Postage = TD2               | \$60.00    |                  |
| ResearcherCopies = TD6      | \$40.00    |                  |

• For Office Use Only

| Date | Docket | Desc | Amount Owed | Amount Due | Payee Name |
|------|--------|------|-------------|------------|------------|
|------|--------|------|-------------|------------|------------|

**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  
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 PROBATE  
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**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: 104464644 Certificate Number: 006747 of 2015**

**Payor: KEVIN PRESTON 3068 CARRIE TAYLOR CIR CLARKVILLE TN 37043 Date**  
**05/04/2017**

|                       |   |                       |                                 |
|-----------------------|---|-----------------------|---------------------------------|
| Clerk's Check #       | 1 | Clerk's Total         | \$470.25                        |
| Tax Collector Check # | 1 | Tax Collector's Total | \$6,048.34                      |
|                       |   | Postage               | \$60.00                         |
|                       |   | Researcher Copies     | \$40.00                         |
|                       |   | Total Received        | <del>\$6,618.59</del> \$6011.63 |

**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>



OTC - Receipt

**Your payment has been successfully processed**

**OTC Receipt Number: 18479685**

**05/04/2017 11:51 AM**

**Service Information**

**Payment Amount**

Amount: \$6011.63

Service Fee: \$210.41

Total: \$6222.04

*per telephone call*

**Credit Card Info**

Name on Card: kevin s preston

Card Number: \*\*\*\*\*1002

**There is a non-refundable 3.5% fee per transaction to provide this service.**

**This service fee is charged by MyFloridaCounty.com.**

**Your Credit Card Statement will display the vendor name of MyFloridaCounty.com for billing details.**

**For Information on refunds or for general inquiries, please call customer support on (877) 326 8689.**