

18-259

# Tax Collector's Certification

CTY-513

**Tax Deed Application Number**  
1800097

**Date of Tax Deed Application**  
Apr 25, 2018

This is to certify that **MTAG AS CUSTODIAN FOR CAZ CREEK FLORIDA II, LLC**, holder of **Tax Sale Certificate Number 2016 / 397**, Issued the 1st Day of June, 2016 and which encumbers the following described property in the county of Escambia County, State of Florida, to wit: **01-4672-498**

**Cert Holder:**  
**MTAG AS CUSTODIAN FOR CAZ CREEK FLORIDA II, LLC**  
**PO BOX 54900**  
**NEW ORLEANS, LA 70154**

**Property Owner:**  
**BRENDAN INVESTMENTS INC**  
**9515 HOLSBERRY RD # D**  
**PENSACOLA, FL 32534**  
BEG AT NE COR OF LT 1 DANIEL BOONE S/D PB 4 P 81 S LY ALG  
PROJECTION OF E LI OF SD LT 1 FOR 662 28/1 (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
2016/397	01-4672-498	06/01/2016	4,361.33	218.07	4,579.40

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
2017/406	01-4672-498	06/01/2017	4,788.96	6.25	239.45	5,034.66

**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	9,614.06
2. Total of Delinquent Taxes Paid by Tax Deed Applicant	0.00
3. Total of Current Taxes Paid by Tax Deed Applicant	4,670.98
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)	14,660.04

**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, If Applicable Per Florida Statutes	
17. Statutory (Opening) Bid; Total of Lines 7, 14, 15 (if applicable) and 16 (if applicable)	
18. Redemption Fee	6.25
19. Total Amount to Redeem	

Done this the 26th day of April, 2018 Scott Lunsford, Tax Collector of Escambia County

Date of Sale:

By *Jennifer N. Cassidy*

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

01-4672-498      2016

BEG AT NE COR OF LT 1 DANIEL BOONE S/D PB 4 P 81 S LY ALG PROJECTION OF E LI OF SD LT 1 FOR 662 28/10 0 FT ELY PARALLEL TO N LI OF SD S/D 8 FT TO W R/W LI OF HOLSBERRY LANE (50 FT R/W) SLY & PARALLEL TO E LI OF SD LT 1 FOR 185 57/100 FT TO POB CONT SAM E COURSE 145

57/100 FT W WITH AN INTERIOR ANG TO L EFT OF 89 DEG 32 MIN 0 SEC 190 75/100 FT N WITH AN INTERIOR ANG TO LEFT 90 DEG 28 MIN 14S  
57/100 FT E INTERIOR ANG 89 DEG 32 MIN 190 75/100 FT TO POB OR 4194 P 1146

# APPLICATION FOR TAX DEED

Section 197.502, Florida Statutes

512  
R. 12/16

Application Number: 1800097

To: Tax Collector of ESCAMBIA COUNTY, Florida

I,  
MTAG AS CUSTODIAN FOR CAZ CREEK FLORIDA II, LLC  
PO BOX 54900  
NEW ORLEANS, LA 70154,

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
01-4672-498	2016/397	06-01-2016	BEG AT NE COR OF LT 1 DANIEL BOONE S/D PB 4 P 81 S LY ALG PROJECTION OF E LI OF SD LT 1 FOR 662 28/10 0 FT ELY PARALLEL TO N LI OF SD S/D 8 FT TO W R/W LI OF HOLSBERRY LANE (50 FT R/W) SLY & PARALLEL TO E LI OF SD LT 1 FOR 185 57/100 FT TO POB CONT SAM E COURSE 145 57/100 FT W WITH AN INTERIOR ANG TO L LEFT OF 89 DEG 32 MIN 0 SEC 190 75/100 FT N WITH AN INTERIOR ANG TO LEFT 90 DEG 28 MIN 145 57/100 FT E INTERIOR ANG 89 DEG 32 MIN 190 75/100 FT TO POB OR 4194 P 1146

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  
MTAG AS CUSTODIAN FOR CAZ CREEK FLORIDA II,  
LLC  
PO BOX 54900  
NEW ORLEANS, LA 70154

**04-25-2018**  
Application Date

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



# Chris Jones Escambia County Property Appraiser

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

[Back](#)

Navigate Mode 
  Account 
  Reference

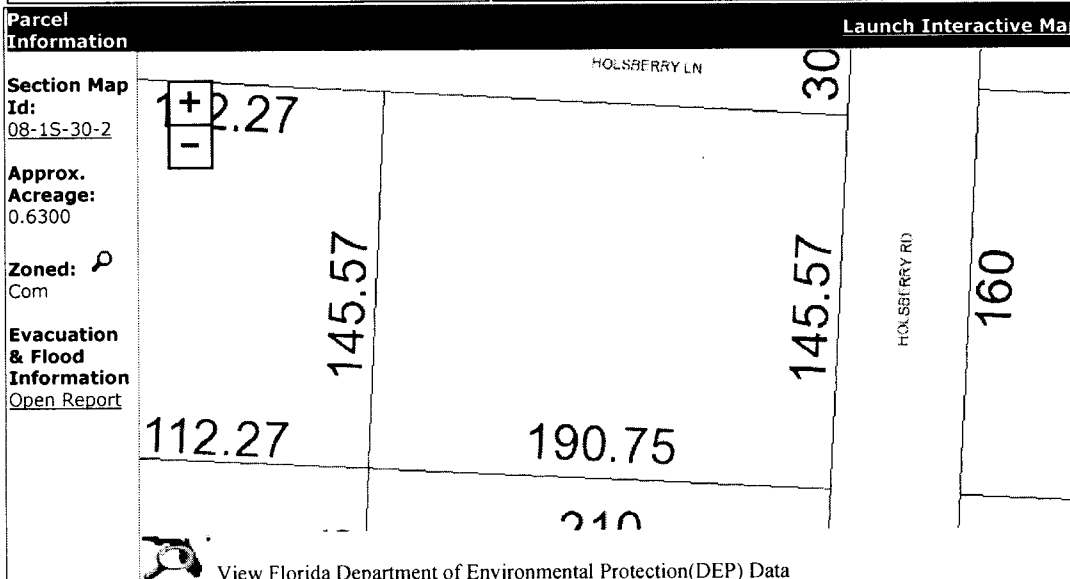
Printer Friendly Version

General Information	
<b>Reference:</b>	081S301003029031
<b>Account:</b>	014672498
<b>Owners:</b>	BRENDAN INVESTMENTS INC
<b>Mail:</b>	9515 HOLSBERRY RD # D PENSACOLA, FL 32534
<b>Situs:</b>	9555 HOLSBERRY LN 32534
<b>Use Code:</b>	WAREHOUSE, DISTRIBUT
<b>Taxing Authority:</b>	COUNTY MSTU
<b>Schools (Elem/Int/High):</b>	MCARTHUR/WOODHAM/TATE
<b>Tax Inquiry:</b>	<a href="#">Open Tax Inquiry Window</a>
Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector	

Assessments				
Year	Land	Imprv	Total	Cap Val
2017	\$32,918	\$250,574	\$283,492	\$283,492
2016	\$32,918	\$234,117	\$267,035	\$263,428
2015	\$32,918	\$206,562	\$239,480	\$239,480
<a href="#">Disclaimer</a>				
<a href="#">Amendment 1/Portability Calculations</a>				
<a href="#">                     &gt; File for New Homestead Exemption Online                 </a>				


Sales Data				
Sale Date	Book Page	Value	Type	Official Records (New Window)
11/1997	4194 1146	\$100	WD	<a href="#">View Instr</a>
07/1992	3211 572	\$28,000	WD	<a href="#">View Instr</a>
06/1991	2962 568	\$28,300	WD	<a href="#">View Instr</a>
07/1989	2761 740	\$36,000	QC	<a href="#">View Instr</a>
Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller				

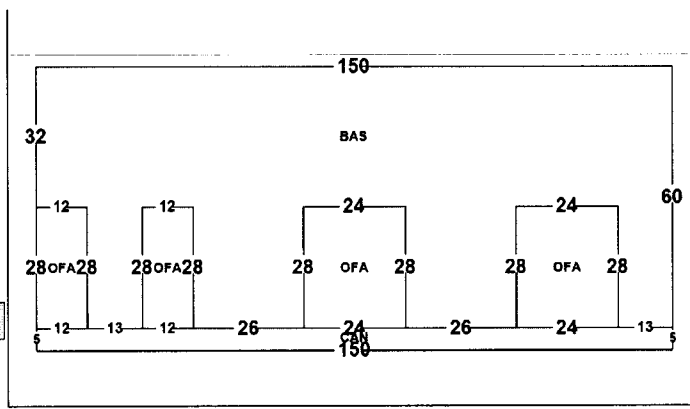
2017 Certified Roll Exemptions
None
Legal Description
BEG AT NE COR OF LT 1 DANIEL BOONE S/D PB 4 P 81 SLY ALG PROJECTION OF E LI OF SD LT 1 FOR 662 28/100 FT ELY...
Extra Features
ASPHALT PAVEMENT WOOD FENCE



Buildings
Address: 9555 HOLSBERRY LN, Year Built: 2011, Effective Year: 2011
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**  
**NO. PLUMBING FIXTURES-12**  
**NO. STORIES-1**  
**ROOF COVER-METAL/MODULAR**  
**ROOF FRAMING-STEEL TRUSS/FRM**  
**STORY HEIGHT-14**  
**STRUCTURAL FRAME-RIGID FRAME**

 Areas - 9750 Total SF  
**BASE AREA - 6984**  
**CANOPY - 750**  
**OFFICE AVG - 2016**



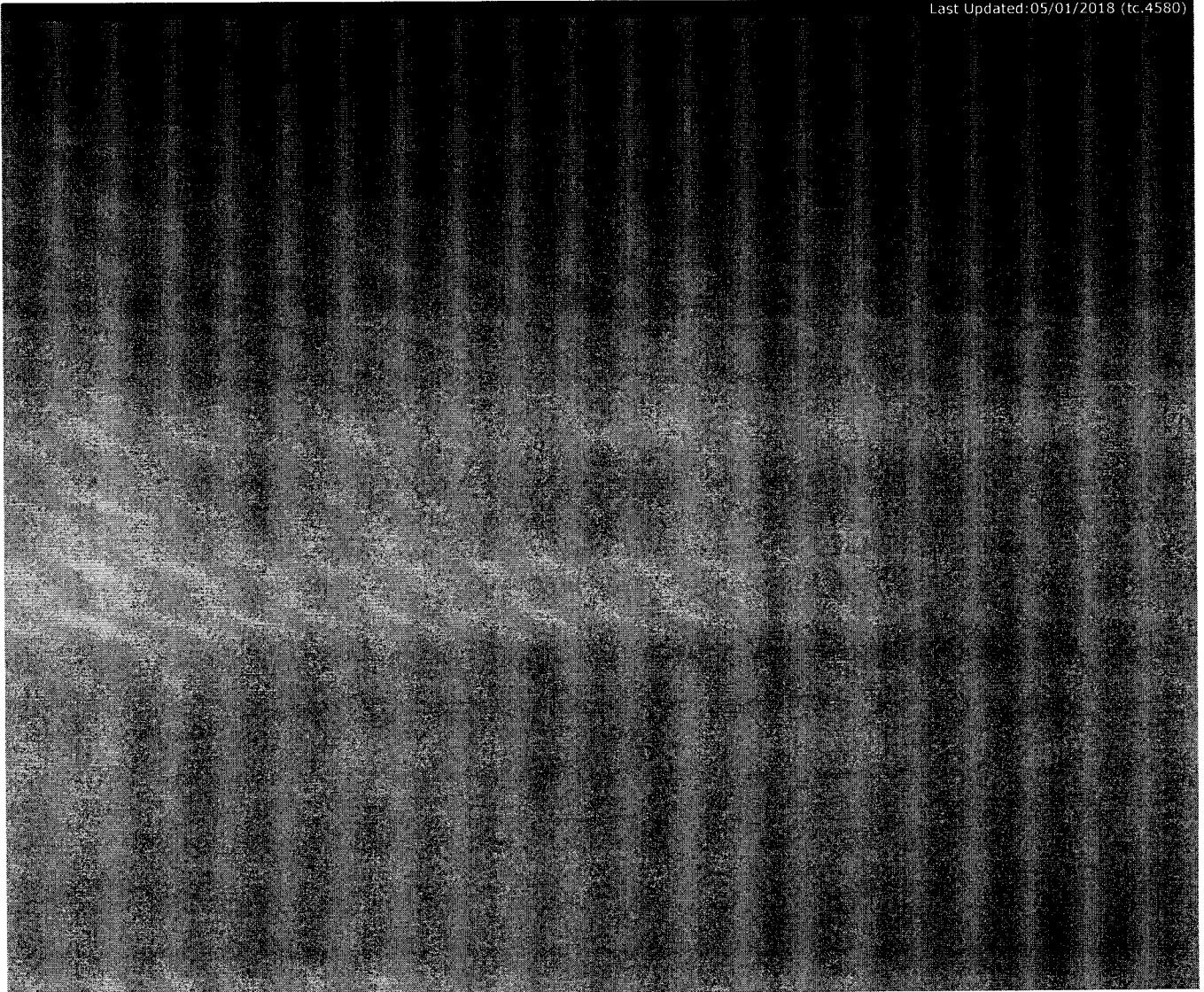
Images



2/27/17

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:05/01/2018 (tc.4580)



**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: 014672498 Certificate Number: 000397 of 2016**

**Payor: BRENDAN INVESTMENTS INC 9515 HOLSBERY RD # D PENSACOLA, FL 32534**  
**Date 05/29/2018**

Clerk's Check #	119706551	Clerk's Total	\$477.00
Tax Collector Check #	1	Tax Collector's Total	\$15,545.89
		Postage	\$60.00
		Researcher Copies	\$40.00
		Total Received	<del>\$16,122.89</del>

**\$15,022.94**

**PAM CHILDERS**  
 Clerk of the Circuit Court

Received By: \_\_\_\_\_  
 Deputy Clerk

A handwritten signature in black ink, appearing to be "Brendan Investments Inc", written over a horizontal line.

**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>**

**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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 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 # 2016 TD 000397**

**Redeemed Date 05/29/2018**

**Name BRENDAN INVESTMENTS INC 9515 HOLSBERY RD # D PENSACOLA, FL 32534**

Clerk's Total = TAXDEED	\$477.00
Due Tax Collector = TAXDEED	\$15,545.89 <del>15,545.89</del> \$15,022.94
Postage = TD2	\$60.00
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: 014672498 Certificate Number: 000397 of 2016**

Redemption  Yes  No     
 Application Date      
 Interest Rate

	Final Redemption Payment ESTIMATED	Redemption Overpayment ACTUAL
	Auction Date <input type="text" value="08/06/2018"/>	Redemption Date <input type="text" value="05/29/2018"/>
Months	4	1
Tax Collector	<input type="text" value="\$14,660.04"/>	<input type="text" value="\$14,660.04"/>
Tax Collector Interest	\$879.60	\$219.90
Tax Collector Fee	<input type="text" value="\$6.25"/>	<input type="text" value="\$6.25"/>
Total Tax Collector	\$15,545.89	<input type="text" value="\$14,886.19"/> 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	\$27.00	\$6.75
Total Clerk	\$477.00	<input type="text" value="\$456.75"/> 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	\$16,122.89	\$15,342.94
	Repayment Overpayment Refund Amount	\$779.95

Notes



**Southern Guaranty Title Company**

4400 Bayou Boulevard, Suite 13B

Pensacola, Florida 32503

Telephone: 850-478-8121

Facsimile: 850-476-1437

18-259  
Redeemed

**PROPERTY INFORMATION REPORT**

File No.: 14257

May 3, 2018

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 04-27-1998, through 04-27-2018, and said search reveals the following:

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

Brendan Investments, Inc.

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

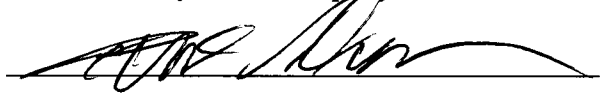
4. Taxes:

SEE CONTINUATION PAGE ATTACHED HERETO AND MADE A PART HEREOF

This report is not title insurance. Pursuant to s. 627.7843, Florida Statutes, the maximum liability of the issuer of this property information report for errors or omissions in this property information report is limited to the amount paid for this property information report, and is further limited to the person(s) expressly identified by name in the property information report as the recipients(s) of the property information report.

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

Southern Guaranty Title Company

By: 

May 3, 2018

**PROPERTY INFORMATION REPORT  
LEGAL DESCRIPTION**

File No.: 14257

May 3, 2018

**081S301003029031 - Full Legal Description**

BEG AT NE COR OF LT 1 DANIEL BOONE S/D PB 4 P 81 SLY ALG PROJECTION OF E LI OF SD LT 1 FOR 662 28/100 FT ELY PARALLEL TO N LI OF SD S/D 8 FT TO W R/W LI OF HOLSBERRY LANE (50 FT R/W) SLY & PARALLEL TO E LI OF SD LT 1 FOR 185 57/100 FT TO POB CONT SAME COURSE 145 57/100 FT W WITH AN INTERIOR ANG TO LEFT OF 89 DEG 32 MIN 0 SEC 190 75/100 FT N WITH AN INTERIOR ANG TO LEFT 90 DEG 28 MIN 145 57/100 FT E INTERIOR ANG 89 DEG 32 MIN 190 75/100 FT TO POB OR 4194 P 1146

**PROPERTY INFORMATION REPORT  
CONTINUATION PAGE**

File No.: 14257

May 3, 2018

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

1. That certain mortgage executed by Brendan Investments, Inc. in favor of United Bank dated 05/21/2008 and recorded 05/27/2008 in Official Records Book 6332, page 758 of the public records of Escambia County, Florida, in the original amount of \$136,681.21. Asssginment fo Rents and Leases in O.R. Book 4672, page 752; Mortgage Modification in O.R. Boook 6645, page 1713 and O.R. Book 6728, page 1427.
2. Taxes for the year 2015-2017 delinquent. The assessed value is \$283,492.00. Tax ID 01-4672-498.

**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: rcsqt@aol.com

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

CERTIFICATION: TITLE SEARCH FOR TDA

TAX DEED SALE DATE: 8-6-2018

TAX ACCOUNT NO.: 01-4672-498

CERTIFICATE NO.: 2016-397

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.

Brendan Investments, Inc.

9515 Holsberry Rd. #D

Pensacola, FL 32534

and

9555 Holsberry Lane

Pensacola, FL 32534

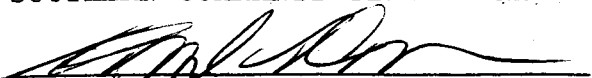
United Bank

P.O. Box 8

Atmore, AL 36504

Certified and delivered to Escambia County Tax Collector,  
this 3rd day of May, 2018.

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.

1050  
20  
11.20

DR BK 4194 PG1 146  
Escambia County, Florida  
INSTRUMENT 97-435368

DEED DOC STAMPS PD @ ESC CO \$ 0.70  
11/21/97, ERNIE LEE, MARGA, DIVERK  
By: Tracy M. Fechter

Parcel ID Number: 08-1S-30-1003-029-031  
Grantee #1 TIN: XXXXXXXXXX  
Grantee #2 TIN: \_\_\_\_\_

[Space above this line for recording data]

### WARRANTY DEED

This Indenture, Made this 19TH day of NOVEMBER, 1997, A.D., Between  
MAX LAMAR SMITH AND VERA W. SMITH, HUSBAND AND WIFE  
of the County of ESCAMBIA, State of FLORIDA, Grantor(s), and  
BRENDAN INVESTMENTS, INC. A FLORIDA CORPORATION  
whose address is  
9515-D HOLSBERRY RD. PENSACOLA, FL. 32534  
of the County of ESCAMBIA, State of FLORIDA, Grantee(s).

Witnesseth that the GRANTOR, for and in consideration of the sum of -----  
-----TEN & NO/100 (\$10.00) ----- DOLLARS,  
and other good and valuable consideration to GRANTOR(S) in hand paid by GRANTEE(S), the receipt  
whereof is hereby acknowledged, has granted, bargained and sold to the said GRANTEE(S) and  
GRANTEE(S)' heirs and assigns forever, the following described land, situate, lying and being in the  
County of ESCAMBIA State of FLORIDA to wit:

Subject to restrictions, reservations and easements of record, if any, and taxes subsequent to 1997  
SAID PROPERTY IS NOT THE HOMESTEAD OF THE GRANTOR(S) UNDER  
THE LAWS AND CONSTITUTION OF THE STATE OF FLORIDA IN THAT  
NEITHER GRANTOR(S) OR ANY MEMBERS OF THE HOUSEHOLD OF  
GRANTOR(S) RESIDE THEREON.

SEE SCHEDULE "A" ATTACHED HERETO AND BY THIS REFERENCE MADE  
A PART HEREOF.

and the GRANTOR(S) do/does fully warrant the title to said land, and will defend the same against lawful  
claims of all persons whomsoever.  
In Witness Whereof, the GRANTOR(S) has/have hereunto set his/their hand(s) and seal(s) the day and year first above written.

Signed sealed and delivered in our presence:

Cyndie Creighton  
cyndie creighton

Witness

Jennifer L. Holt  
JENNIFER L. HOLT  
Witness

By: Max Lamar Smith (Seal)  
MAX LAMAR SMITH

By: Verna W. Smith (Seal)  
VERNA W. SMITH

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 19TH day of NOVEMBER 197A.D., by  
personally known to me or who produced THEIR FLORIDA DRIVERS LICENSES

as identification and did/did not take an oath.

This document prepared by:

✓ LAMAR SMITH  
9515-D HOLSBERRY RD.  
PENSACOLA, FL. 32534

Tracy M. Fechter  
Tracy M. Fechter  
Printed Name of NOTARY PUBLIC



Tracy M. Fechter  
MY COMMISSION # CC638502 EXPIRES:  
April 7, 2001  
BONDED THRU TROY FARM INSURANCE, INC.

Schedule A

OR BK 4194 PG1147  
Escambia County, Florida  
INSTRUMENT 97-435368

Commencing at a concrete monument located at the N.E. Corner of Lot 1, of Daniel Boone Subdivision as recorded in Plat Book 4, page 81 of the public records of Escambia County, Florida: Thence Southerly along the projection of the East line of said Lot 1 for 662.28 feet; Thence Easterly parallel to the North Line of said subdivision for 8.0 feet to the West R/W line of Holsberry Lane (50' R/W); Thence Southerly and parallel to the East line of said Lot 1 for 185.57 feet to the Point of Beginning; Thence continue same course for 145.57 feet to an iron pipe; Thence West with an interior angle to the left of 89 degrees 32'00" for 190.75 feet to an iron pipe; Thence North with an interior angle to the left 90 degrees 28' for 145.57 feet to an iron pipe; Thence East at an interior angle of 89 degrees 32' 190.75 feet to the point of beginning.

RCD Nov 21, 1997 11:53 am  
Escambia County, Florida

Ernie Lee Magaha  
Clerk of the Circuit Court  
INSTRUMENT 97-435368

FANDR05152008044313P

Prepared By/Return To:

United Bank

Milton Branch

PO Box 8

Atmore, AL 36504

**DOCUMENTARY STAMP TAX IN THE AMOUNT  
OF \$ 478.45 AND INTANGIBLE TAX IN  
THE AMOUNT OF \$ 273.36 ARE BEING  
PAID UPON THE RECORDATION HEREOF.**

(Reserved for Recording Office)

**MORTGAGE AND SECURITY AGREEMENT**

Mortgagor (last name first):

Mortgagee:

BRENDAN INVESTMENTS, INC.

United Bank

A FLORIDA CORPORATION

Milton Branch

9515-D HOLSBERY RD  
Mailing Address

PO Box 8  
Mailing Address

PENSACOLA FL 32534  
City State Zip

Atmore AL 36504  
City State Zip

STATE OF Florida

COUNTY OF Escambia

THIS MORTGAGE AND SECURITY AGREEMENT (herein referred to as the "Mortgage") is made and entered into this day by and between Mortgagor and Mortgagee.

KNOWN ALL MEN BY THESE PRESENTS: THAT

WHEREAS, Borrower has requested an extension of credit from Mortgagee; and

WHEREAS, Mortgagee is prepared to extend credit conditioned upon the provision of adequate collateral; and

WHEREAS, Mortgagor is prepared to pledge certain real and/or personal property as security for Mortgagee's extension of credit to Borrower in consideration for that extension of credit; and

WHEREAS, pursuant to the foregoing recitations, Borrower has or may become indebted to Mortgagee in the principal sum of One Hundred Thirty Six Thousand Six Hundred Eighty One and 21/100 Dollars (\$ 136,681.21 ) evidenced by ONE promissory note or agreement of even date herewith in favor of Mortgagee, said promissory note to mature on May 21, 2009.

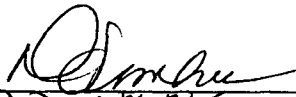
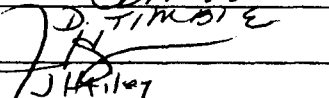
WHEREAS, Mortgagor desires to secure prompt payment by Borrower of (a) the indebtedness described above, together with interest and charges, according to the terms of said promissory note or agreement and any extensions, modifications or renewals thereof, (b) any additional and future advances with interest thereon that Mortgagee may make to Borrower as provided in Paragraph 2, (c) any advances with interest that Mortgagee may make to protect the property herein conveyed as provided in Paragraph 3, 4, 5 and 6, and (e) any advance with interest that Mortgagee may make for attorneys' fees and other expenses as provided in Paragraph 17 (all being referred to herein as the "Indebtedness").

NOW THEREFORE, in consideration of the Indebtedness,

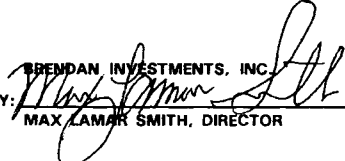
**BRENDAN INVESTMENTS, INC.**

does hereby grant, bargain, sell and convey unto Mortgagee all of Mortgagor's right, title, and interest in and to and the real property described below situated in the County of Escambia, State of Florida:

SEE ATTACHED EXHIBIT A

  
 Witness D. TIMOTE  
  
 Witness J. H. Riley

Mortgagor:

BRENDAN INVESTMENTS, INC.  
 BY:  05-21-08  
 MAX LAMAR SMITH, DIRECTOR Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Attest

**FOR AN INDIVIDUAL ACTING IN HIS OWN RIGHT:**

STATE OF \_\_\_\_\_

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, by \_\_\_\_\_, (name of person acknowledging), who is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification.

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Notary Public  
Commission Number, if any: \_\_\_\_\_

**FOR AN INDIVIDUAL ACTING IN HIS OWN RIGHT:**

STATE OF \_\_\_\_\_

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, by \_\_\_\_\_, (name of person acknowledging), who is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification.

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Notary Public  
Commission Number, if any: \_\_\_\_\_



FANDR05152008095113A

### EXHIBIT A

**TO MORTGAGE:**

COMMENCING AT A CONCRETE MONUMENT LOCATED AT THE N.E. CORNER OF LOT 1, OF DANIEL BOONE SUBDIVISION AS RECORDED IN PLAT BOOK 4, PAGE 81 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE SOUTHERLY ALONG THE PROJECTION OF THE EAST LINE OF SAID LOT 1 FOR 662.28 FEET; THENCE EASTERLY PARALLEL TO THE NORTH LINE OF SAID SUBDIVISION FOR 8.0 FEET TO THE WEST R/W LINE OF HOLSBERRY LANE (60' R/W); THENCE SOUTHERLY AND PARALLEL TO THE EAST LINE OF SAID LOT 1 FOR 185.57 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SAME COURSE FOR 145.57 FEET TO AN IRON PIPE; THENCE WEST WITH AN INTERIOR ANGLE TO THE LEFT OF 89° 32' 00" FOR 190.75 FEET TO AN IRON PIPE; THENCE NORTH WITH AN INTERIOR ANGLE TO THE LEFT 90° 28' FOR 145.57 FEET TO AN IRON PIPE; THENCE EAST AT AN INTERIOR ANGLE OF 89° 32' 190.75 FEET TO THE POINT OF BEGINNING.

Signed for identification.

BRENDAN INVESTMENTS, INC.

*Max Lamar Smith*  
MAX LAMAR SMITH, DIRECTOR

Date

Date

Date

\_\_\_\_\_ Date

\_\_\_\_\_ Date

\_\_\_\_\_ Date

FHANN09282010100954A

Prepared By/Return To:

United Bank  
Milton-Commercial  
PO Box 8  
Atmore, AL 36504

DOCUMENTARY STAMP TAX IN THE AMOUNT  
 OF \$ 145.95 AND INTANGIBLE TAX IN  
 THE AMOUNT OF \$ 83.40 ARE BEING  
 PAID UPON THE RECORDATION HEREOF.

(Reserved for Recording Office)

**MODIFICATION TO MORTGAGE AND SECURITY AGREEMENT**

Mortgagor(last name first):

BRENDAN INVESTMENTS, INC.

9515-D HOLSBERY RD

Mailing Address

PENSACOLA FL 32534  
 City State Zip

Mortgage and Security Agreement (as recorded):

ESCAMBIA

County of Record

6332 758-765  
 Volume Page

5/27/08  
 Date of Record

United Bank Milton-Commercial  
 Instrument Prepared By

STATE OF Florida

COUNTY OF Santa Rosa

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, Mortgagor has heretofore executed the Mortgage and Security Agreement referenced above in favor of United Bank Milton-Commercial ("Mortgagee") to secure indebtedness owed by Mortgagor or another to Mortgagee; and

WHEREAS, Mortgagor desires to amend the Mortgage and Security Agreement upon the terms and conditions set forth herein, it being specifically understood that except as amended hereby, the terms and conditions of the Mortgage and Security Agreement remain unchanged and continue in full force and effect.

NOW, THEREFORE, in consideration of these presents, Mortgagor and Mortgagee agree that the Mortgage and Security Agreement is hereby amended as follows (check applicable box(es)):

Increase in Principal Sum of Secured Indebtedness - Term Loan. The principal sum of indebtedness identified in the Mortgage and Security Agreement is hereby increased to the amount set forth in subpart D below.

- |                                                                                                   |                      |
|---------------------------------------------------------------------------------------------------|----------------------|
| A. Principal Sum of Indebtedness, as Recorded:                                                    | \$ <u>136,681.21</u> |
| B. Current Principal Sum of Indebtedness:                                                         | \$ <u>132,430.76</u> |
| C. Increase in Principal Sum of Indebtedness:                                                     | \$ <u>41,700.00</u>  |
| D. Principal Sum of Indebtedness, as Amended:<br>(Current Principal Balance plus Amount Advanced) | \$ <u>174,130.76</u> |

Increase in Principal Sum of Secured Indebtedness - Line of Credit. The principal sum of indebtedness identified in the Mortgage and Security Agreement is hereby increased to the amount set forth in subpart C below:

- |                                                       |          |
|-------------------------------------------------------|----------|
| A. Maximum Principal Sum of Indebtedness, as Recorded | \$ _____ |
| B. Increase in Maximum Principal Sum of Indebtedness  | \$ _____ |
| C. Maximum Principal Sum of Indebtedness, as Amended  | \$ _____ |

Additional Parcel of Real Property as Additional Security. As additional security for the indebtedness secured by the Mortgage and Security Agreement, Mortgagor grants, bargains, sells and conveys unto Mortgagee the following described parcel of real property and subjects the same to the demise of the Mortgage and Security Agreement:

TO HAVE AND TO HOLD the same and every part thereof unto Mortgagee, its successors and assigns forever.


Additional Mortgagor. The following person or entity is hereby identified and added as a Mortgagor under the Mortgage and Security Agreement, subject to all provisions, conditions, covenants, warranties, indemnities and agreements set forth therein, and hereby grants, bargains, sells and conveys unto Mortgagee each parcel of real property at any time subject to the demise thereof:

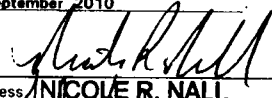
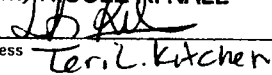
Other:

IT IS AGREED that nothing contained herein shall impair the security now held by Mortgagee nor waive, annul, vary or affect any provision, condition, covenant, or agreement contained in the Mortgage and Security Agreement, except as specifically set out herein, nor affect or impair any rights, powers or remedies of Mortgagee under the Mortgage and Security Agreement.


Except as expressly modified herein, the terms of the Mortgage and Security Agreement shall remain unchanged and in full force and effect. Consent by the Mortgagee to this Modification does not waive Mortgagee's right to require strict performance of the Mortgage and Security Agreement as changed herein nor obligate Mortgagee to make any future changes or modifications. Nothing in this Agreement shall constitute a satisfaction of the note or other credit agreement secured by the Mortgage and Security Agreement. It is the intention of Mortgagee to retain as liable all parties to the Mortgage and Security Agreement and all parties, makers, endorsers, guarantors and other accommodation parties to the note or other credit agreement secured by the Mortgage and Security Agreement, unless a party is expressly released by Mortgagee in writing. No such maker, endorser, guarantor or other accommodation party shall be released by virtue of the Agreement or this Modification of or other credit agreement secured by the Mortgage and Security Agreement.

IN WITNESS WHEREOF, Mortgagor has hereunto set his, her or their hand(s), or has caused this Amendment to Mortgage and Security Agreement to be executed by its or their duly authorized officer or representative, this 29th day of September 2010

30th 

  
Witness NICOLE R. NALL  
  
Witness Teri L. Kitchen

Mortgagor:

BRENDAN INVESTMENTS, INC.  
BY:   
MAX LAMAR SMITH, DIRECTOR 9/30/10  
Date

\_\_\_\_\_  
Date  
\_\_\_\_\_  
Date  
\_\_\_\_\_  
Date  
\_\_\_\_\_  
Date  
\_\_\_\_\_  
Date

Attest

FDEN 5192011082039A

Prepared By/Return To:

United Bank

United Bank

PO Box 8

Atmore, AL 36504

DOCUMENTARY STAMP TAX IN THE AMOUNT OF \$ 9.45 AND INTANGIBLE TAX IN THE AMOUNT OF \$ 5.34 ARE BEING PAID UPON THE RECORDATION HEREOF.

(Reserved for Recording Office)

**MODIFICATION TO MORTGAGE AND SECURITY AGREEMENT**

Mortgagor (last name first):

BRENDAN INVESTMENTS, INC.

A FLORIDA CORPORATION

9515-D HOLSBERY RD  
Mailing Address

PENSACOLA FL 32534  
City State Zip

Mortgage and Security Agreement (as recorded):

ESCAMBIA  
County of Record

2008040085 / 2010066733 758-765/1713-1716  
Volume Page

05/27/2008  
Date of Record

United Bank United Bank  
Instrument Prepared By

STATE OF Florida

COUNTY OF ESCAMBIA

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, Mortgagor has heretofore executed the Mortgage and Security Agreement referenced above in favor of United Bank United Bank ("Mortgagee") to secure indebtedness owed by Mortgagor or another to Mortgagee; and

WHEREAS, Mortgagor desires to amend the Mortgage and Security Agreement upon the terms and conditions set forth herein, it being specifically understood that except as amended hereby, the terms and conditions of the Mortgage and Security Agreement remain unchanged and continue in full force and effect.

NOW, THEREFORE, in consideration of these presents, Mortgagor and Mortgagee agree that the Mortgage and Security Agreement is hereby amended as follows [check applicable box(es)]:

Increase in Principal Sum of Secured Indebtedness - Term Loan. The principal sum of indebtedness identified in the Mortgage and Security Agreement is hereby increased to the amount set forth in subpart D below.

- A. Principal Sum of Indebtedness, as Recorded: \$ 174,130.76
- B. Current Principal Sum of Indebtedness: \$ 174,130.76
- C. Increase in Principal Sum of Indebtedness: \$ 2,668.79
- D. Principal Sum of Indebtedness, as Amended: \$ 176,799.55  
(Current Principal Balance plus Amount Advanced)

Increase in Principal Sum of Secured Indebtedness - Line of Credit. The principal sum of indebtedness identified in the Mortgage and Security Agreement is hereby increased to the amount set forth in subpart C below:

- A. Maximum Principal Sum of Indebtedness, as Recorded \$ \_\_\_\_\_
- B. Increase in Maximum Principal Sum of Indebtedness \$ \_\_\_\_\_
- C. Maximum Principal Sum of Indebtedness, as Amended \$ \_\_\_\_\_

Additional Parcel of Real Property as Additional Security. As additional security for the indebtedness secured by the Mortgage and Security Agreement, Mortgagor grants, bargains, sells and conveys unto Mortgagee the following described parcel of real property and subjects the same to the demise of the Mortgage and Security Agreement:

TO HAVE AND TO HOLD the same and every part thereof unto Mortgagee, its successors and assigns forever.

Additional Mortgagor. The following person or entity is hereby identified and added as a Mortgagor under the Mortgage and Security Agreement, subject to all provisions, conditions, covenants, warranties, indemnities and agreements set forth therein, and hereby grants, bargains, sells and conveys unto Mortgagee each parcel of real property at any time subject to the demise thereof:

Other:

**MODIFICATION TO MORTGAGE RECORDED ON 10/12/10 BEARING INSTRUMENT 2010086733 BOOK 8645 PAGES 1713-1716 INCORRECTLY LISTS COUNTY AS SANTA ROSA. CORRECT COUNTY IS ESCAMBIA.**

IT IS AGREED that nothing contained herein shall impair the security now held by Mortgagee nor waive, annul, vary or affect any provision, condition, covenant, or agreement contained in the Mortgage and Security Agreement, except as specifically set out herein, nor affect or impair any rights, powers or remedies of Mortgagee under the Mortgage and Security Agreement.

Except as expressly modified herein, the terms of the Mortgage and Security Agreement shall remain unchanged and in full force and effect. Consent by the Mortgagee to this Modification does not waive Mortgagee's right to require strict performance of the Mortgage and Security Agreement as changed herein nor obligate Mortgagee to make any future changes or modifications. Nothing in this Agreement shall constitute a satisfaction of the note or other credit agreement secured by the Mortgage and Security Agreement. It is the intention of Mortgagee to retain as liable all parties to the Mortgage and Security Agreement and all parties, makers, endorsers, guarantors and other accommodation parties to the note or other credit agreement secured by the Mortgage and Security Agreement, unless a party is expressly released by Mortgagee in writing. No such maker, endorser, guarantor or other accommodation party shall be released by virtue of the Agreement or this Modification of or other credit agreement secured by the Mortgage and Security Agreement.

IN WITNESS WHEREOF, Mortgagor has hereunto set his, her or their hand(s), or has caused this Amendment to Mortgage and Security Agreement to be executed by its or their duly authorized officer or representative, this        day of May 2011.

Witness [Signature]  
Witness Nicole R. Naft

Mortgagor:

BY: [Signature] 5/23/11  
PREMIER INVESTMENTS, INC. Date  
MAX LAMAR SMITH, DIRECTOR

\_\_\_\_\_  
Date  
\_\_\_\_\_  
Date  
\_\_\_\_\_  
Date  
\_\_\_\_\_  
Date  
\_\_\_\_\_  
Date

Attest

Additional Terms on Next Page



# Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

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

June 5, 2018

MTAG AS CUSTODIAN FOR CAZ CREEK FLORIDA II LLC  
PO BOX 54900  
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
2016 TD 001145	\$450.00	\$6.75	\$456.75
2016 TD 008206	\$450.00	\$6.75	\$456.75
2016 TD 000397	\$450.00	\$6.75	\$456.75
2016 TD 008007	\$450.00	\$6.75	\$456.75
2016 TD 005834	\$450.00	\$6.75	\$456.75
2016 TD 003063	\$450.00	\$6.75	\$456.75

**TOTAL \$2,781.10**

Very truly yours,

PAM CHILDERS  
Clerk of Circuit Court

By:

  
Emily Hogg  
Tax Deed Division