

# APPLICATION FOR TAX DEED

Section 197.502, Florida Statutes

512  
R. 12/16

Application Number: 1800171

To: Tax Collector of ESCAMBIA COUNTY, Florida

I,  
ATCF II FLORIDA-A, LLC  
PO BOX 54972  
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
02-0267-000	2016/479	06-01-2016	LT 11 AND S 15 FT OF LT 12 BLK 4 1ST ADDN TO TALL PINES PB 4 P 72 OR 6797 P 1287

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  
ATCF II FLORIDA-A, LLC  
PO BOX 54972  
NEW ORLEANS, LA 70154

04-25-2018  
Application Date

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

# Tax Collector's Certification

CTY-513

Tax Deed Application Number

1800171

Date of Tax Deed Application

Apr 25, 2018

This is to certify that **ATCF II FLORIDA-A, LLC**, holder of **Tax Sale Certificate Number 2016 / 479**, 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: **02-0267-000**

Cert Holder:

**ATCF II FLORIDA-A, LLC**  
**PO BOX 54972**  
**NEW ORLEANS, LA 70154**

Property Owner:

**HUGHES JAMES J &**  
**HOPKINS CHRISTOPHER**  
**8903 ARCADIA RD**  
**PENSACOLA, FL 32534**  
**LT 11 AND S 15 FT OF LT 12 BLK 4 1ST ADDN TO TALL PINES PB 4 P 72**  
**OR 6797 P 1287**

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
2016/479	02-0267-000	06/01/2016	637.28	31.86	669.14

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
2017/482	02-0267-000	06/01/2017	663.62	6.25	33.18	703.05

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

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

1,372.19

0.00

594.21

200.00

175.00

2,341.40

**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
19. Total Amount to Redeem

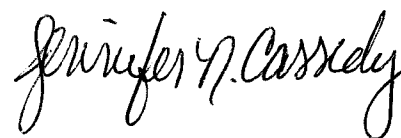
32042.50

6.25

Done this the 1st day of May, 2018 Scott Lunsford, Tax Collector of Escambia County

Date of Sale: September 4, 2018

By



\*This certification must be surrendered to the Clerk of the Circuit Court no later than ten (10) days after this date.  
 02-0267-000                      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:** 111S301100011004  
**Account:** 020267000  
**Owners:** HUGHES JAMES J &  
HOPKINS CHRISTOPHER  
**Mail:** 8903 ARCADIA RD  
PENSACOLA, FL 32534  
**Situs:** 8903 ARCADIA RD 32534  
**Use Code:** SINGLE FAMILY RESID   
**Taxing Authority:** COUNTY MSTU  
**Schools (Elem/Int/High):** MCARTHUR/WOODHAM/PINE FOREST  
**Tax Inquiry:** [Open Tax Inquiry Window](#)

Tax Inquiry link courtesy of Scott Lunsford  
Escambia County Tax Collector

**Assessments**

Year	Land	Imprv	Total	Cap Val
2017	\$14,000	\$55,989	\$69,989	\$64,085
2016	\$14,000	\$54,308	\$68,308	\$62,767
2015	\$14,000	\$53,791	\$67,791	\$62,331

[Disclaimer](#)[Amendment 1/Portability Calculations](#)[➤ File for New Homestead Exemption Online](#)**Sales Data**

Sale Date	Book	Page	Value	Type	Official Records (New Window)
12/08/2011	6797	1287	\$76,000	WD	<a href="#">View Instr</a>
07/15/2011	6741	1029	\$65,000	WD	<a href="#">View Instr</a>
12/2002	5029	1767	\$100	QC	<a href="#">View Instr</a>
11/2002	5013	1466	\$100	QC	<a href="#">View Instr</a>
09/2002	4975	1138	\$78,000	WD	<a href="#">View Instr</a>
01/1971	566	633	\$19,100	WD	<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**

HOMESTEAD EXEMPTION

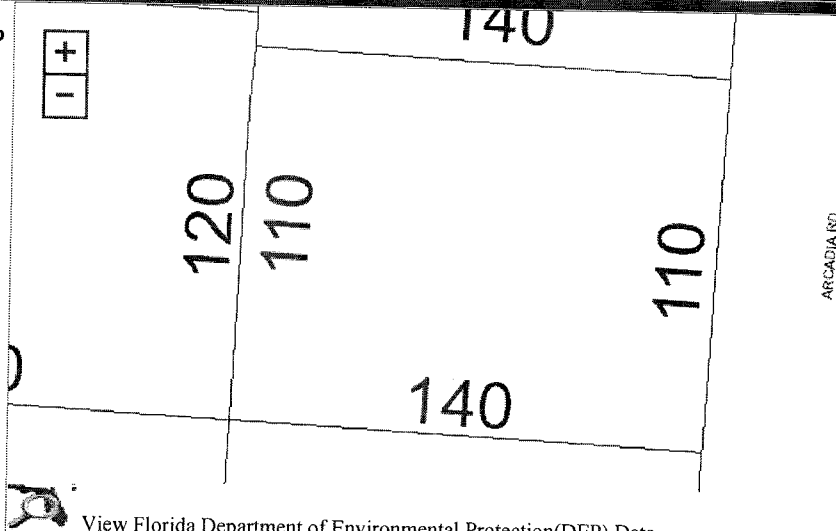
**Legal Description**LT 11 AND S 15 FT OF LT 12 BLK 4 1ST ADDN TO TALL  
PINES PB 4 P 72 OR 6797 P 1287**Extra Features**BLOCK/BRICK GARAGE  
WORKSHOP**Parcel  
Information**[Launch Interactive Map](#)

**Section Map Id:**  
11-1S-30-1

**Approx. Acreage:**  
0.3506


**Zoned:**   
MDR

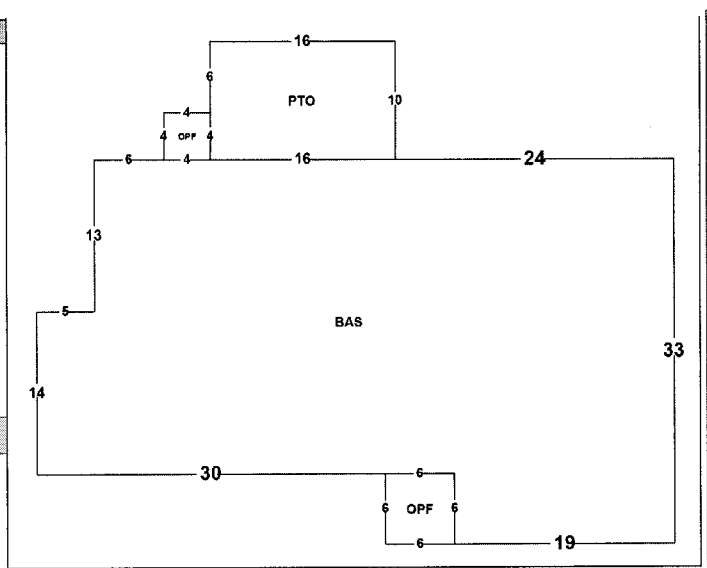
**Evacuation & Flood Information**  
[Open Report](#)

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

Address: 8903 ARCADIA RD, Year Built: 1959, Effective Year: 1959

Structural Elements
DECOR/MILLWORK-AVERAGE
DWELLING UNITS-1
EXTERIOR WALL-BRICK-COMMON
EXTERIOR WALL-VINYL SIDING
FLOOR COVER-HARDWOOD/PARQET
FOUNDATION-WOOD/SUB FLOOR
HEAT/AIR-CENTRAL H/AC
INTERIOR WALL-DRYWALL-PLASTER
NO. PLUMBING FIXTURES-4
NO. STORIES-1
ROOF COVER-DIMEN/ARCH SHNG
ROOF FRAMING-HIP
STORY HEIGHT-0
STRUCTURAL FRAME-WOOD FRAME

 Areas - 1746 Total SF
BASE AREA - 1534
OPEN PORCH FIN - 52
PATIO - 160

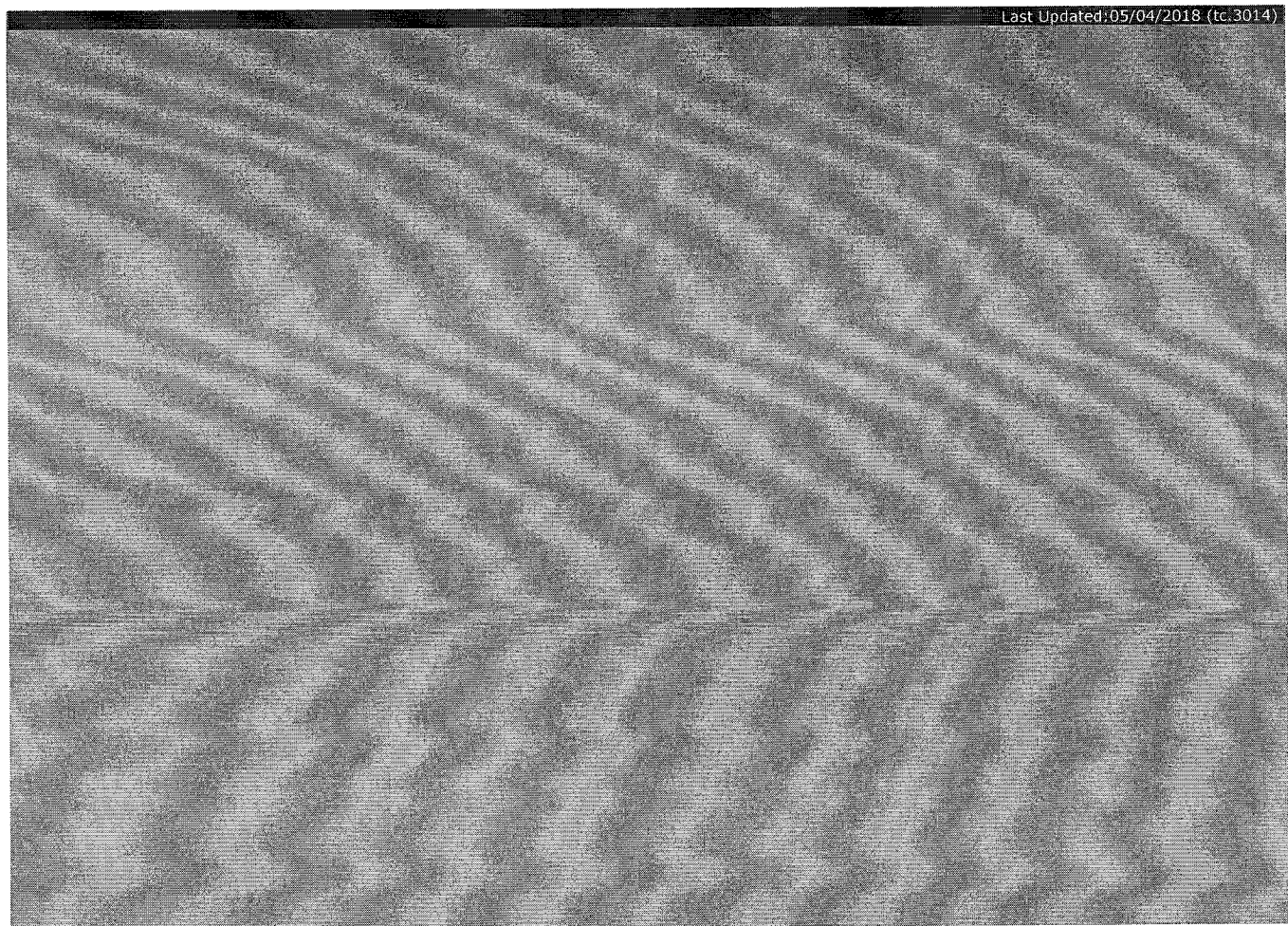


Images



1/4/12

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:05/04/2018 (tc.3014)

This Instrument Was Prepared  
By And Is To Be Returned To:  
PEGGY OCAIN,  
Emerald Coast Utilities Authority  
9255 Sturdevant Street  
Pensacola, Florida 32514-0311



## NOTICE OF LIEN

### STATE OF FLORIDA COUNTY OF ESCAMBIA

Notice is hereby given that the EMERALD COAST UTILITIES AUTHORITY has a lien against the following described real property situated in Escambia County, Florida, for water, wastewater and/or sanitation service provided to the following customer:

LT 11 AND S 15 FT OF LT 12 BLK 4 1ST ADDN TO TALL PINES PB 4 P 72 OR 6797 P 1287

Customer: CHRISTOPHER J HOPKINS

Account Number: 331455-33295

Amount of Lien: \$87.45, together with additional unpaid utility service charges, if any, which may accrue subsequent to the date of this notice and simple interest on unpaid charges at 18 percent per annum, or at such lesser rate as may be allowed by law.

This lien is imposed in accordance with Section 159.17, Florida Statutes, Chapter 92-248, Laws of Florida, as amended and Emerald Coast Utilities Authority Resolution 87-10, as amended, and this lien shall be prior to all other liens on such lands or premises except the lien of state, county, and municipal taxes and shall be on a parity with the lien of such state, county, and municipal taxes.

Provided however, that if the above-named customer has conveyed said property by means of deed recorded in the public records of Escambia County, Florida, prior to the recording of this instrument, or if the interest of the above-named customer is foreclosed by a proceeding in which notice of lis pendens has been filed prior to the recording of this instrument, this lien shall be void and of no effect.


Dated: 11/8/16

EMERALD COAST UTILITIES AUTHORITY

BY: Peggy M. Oca

### STATE OF FLORIDA COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 8th day of NOVEMBER, 2016, by PEGGY M OCAIN of the Emerald Coast Utilities Authority, who is personally known to me and who did not take an oath.

 Rita Holley Pace  
Notary Public  
State of Florida  
My Commission Expires 08/11/2018  
Commission No. PF 988717

Rita 1/Pace  
Notary Public - State of Florida

RWK:ls  
Revised 05/31/11

BK: 7712 PG: 1559 Last Page

**Plaintiff: MEMBERS FIRST CREDIT UNION OF FLORIDA**  
Post Office Box 12983  
Pensacola, FL 32591-2983

**Copies furnished to:**

James E. Sorenson, Esquire,  
D. Tyler Van Leuven, Esquire,  
J. Blair Boyd, Esquire,  
Stephen Orsillo, Esquire, &  
Jessica A. Thompson, Esquire, of  
Sorenson Van Leuven, PLLC  
Post Office Box 3637  
Tallahassee, FL 32315-3637  
[crservice@svllaw.com](mailto:crservice@svllaw.com) (E-Service E-Mail Address)  
*Attorneys for Plaintiff*

James J. Hughes  
8903 Arcadia Road  
Pensacola, FL 32534  
*Defendant*

Recorded in Public Records 5/15/2017 3:53 PM OR Book 7712 Page 1558,  
Instrument #2017036287, Pam Childers Clerk of the Circuit Court Escambia  
County, FL

Filing # 56374932 E-Filed 05/12/2017 02:29:02 PM

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

**MEMBERS FIRST CREDIT UNION  
OF FLORIDA,**

**CASE NO. 2016 CC 002023**

**Plaintiff,**

**DIVISION III**

**vs.**

**JAMES J. HUGHES,**

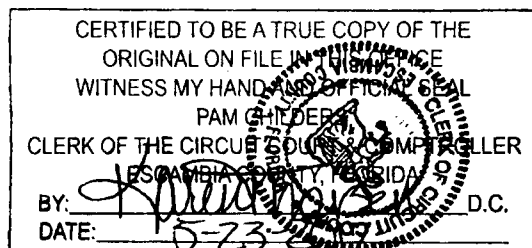
**Defendant.**

**FINAL JUDGMENT AS TO COUNT II**

THIS ACTION was tried before the Court on a Motion for Final Judgment  
as to Count II. On the evidence presented, it is

ORDERED AND ADJUDGED that Plaintiff, MEMBERS FIRST CREDIT  
UNION OF FLORIDA, recover from Defendant, JAMES J. HUGHES, the  
principal amount of \$13,430.16, interest in the amount of \$158.68, attorneys' fees  
in the amount of \$1,372.50, costs in the amount of \$543.00, and repossession fees  
and costs in the amount of \$352.93, making a total of \$15,857.27 that shall bear  
interest at the rate of 5.05% per annum, for all of which let execution issue.

DONE AND ORDERED in Chambers at Pensacola, Escambia County,  
Florida, this 11th day of May, 2017.



*[Signature]*  
eSigned by COUNTY COURT JUDGE AMY BRODERSEN  
on 05/11/2017 13:06:58 1yAAzmyB

Recorded in Public Records 02/18/2016 at 08:26 AM OR Book 7479 Page 96,  
Instrument #2016011311, Pam Childers Clerk of the Circuit Court Escambia  
County, FL

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

**LENDMARK FINANCIAL SERVICES**  
**4761-5 BAYOU BLVD**  
**PENSACOLA, FL 32503**

PLAINTIFF,

Vs.

**JAMES HUGHES**  
**5370 CHATHAM AVE**  
**PENSACOLA, FL 32507**

DEFENDANT,

CASE NO: 2015 SC 003149

DIVISION: V

FEB 16 P 1:41  
CLERK OF THE COURT  
ESCAMBIA COUNTY, FL

**FINAL JUDGMENT AGAINST  
JAMES HUGHES**

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

**ORDERED AND ADJUDGED** that the Plaintiff **LENDMARK FINANCIAL SERVICES**  
hereby recovers from the Defendant **JAMES HUGHES** the sum of **\$3,962.17**, plus prejudgment  
interest of **\$214.37** and costs of **\$350.00** for a total of **\$4,526.54** that shall bear interest at the rate of  
**4.75% per annum**, for which let execution issue.


**DONE AND ORDERED** in open court/chambers in Pensacola, Escambia County, Florida  
this 16th day of FEBRUARY, 2016.

✓ 2-17-16 MW

Copies to:

**LENDMARK FINANCIAL SERVICES**  
**JAMES HUGHES**

  
\_\_\_\_\_  
COUNTY JUDGE

CERTIFIED TO BE A TRUE COPY OF THE ORIGINAL ON FILE IN THIS OFFICE WITNESS MY HAND AND OFFICIAL SEAL PAM CHILDERS CLERK OF THE CIRCUIT COURT & COMPTROLLER ESCAMBIA COUNTY, FLORIDA	
BY: 	D.C.
DATE: 2-26-2016	



**EXHIBIT "A"**

**Lot 11 and the South 15.0 feet of Lot 12, Block 4, First Addition to Tall Pines, according to the plat thereof as recorded in Plat Book 4, Page 72, Public Records of Escambia County, Florida.**

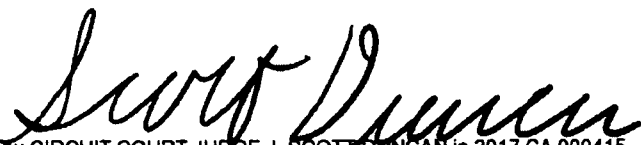
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Florida Statutes (2013) shall be terminated, except as to claims or rights under chapter 718 or chapter 720, Florida Statutes, if any. Upon the filing of the Certificate of Title, the person named on the Certificate of Title shall be let into possession of the property.

13. This court retains jurisdiction of this cause for the purpose of making any and all further orders as may be necessary and proper, including, without limitation, a Writ of Possession and Deficiency Judgment.

ORDERED at ESCAMBIA County, Florida, on \_\_\_\_\_, 2018.

Copies furnished to:  
Mark A. Bednar, Esq.  
James J. Hughes  
Christopher Hopkins  
Brittany Jackson  
Emerald Coast Utilities Authority  
Lendmark Financial Services

  
eSigned by CIRCUIT COURT JUDGE J. SCOTT DUNCAN in 2017 CA 000415  
on 05/17/2018 13:55:15 to O1nodi

in Plaintiff's bid, Plaintiff shall file an affidavit setting forth those expenditures.

10. IF THIS PROPERTY IS SOLD AT PUBLIC AUCTION, THERE MAY BE ADDITIONAL MONEY FROM THE SALE AFTER PAYMENT OF PERSONS WHO ARE ENTITLED TO BE PAID FROM THE SALE PROCEEDS PURSUANT TO THIS FINAL JUDGMENT.

IF YOU ARE A SUBORDINATE LIENHOLDER CLAIMING A RIGHT TO FUNDS REMAINING AFTER THE SALE, YOU MUST FILE A CLAIM WITH THE CLERK NO LATER THAN 60 DAYS AFTER THE SALE. IF YOU FAIL TO FILE A CLAIM, YOU WILL NOT BE ENTITLED TO ANY REMAINING FUNDS.

11. IF YOU ARE THE PROPERTY OWNER, YOU MAY CLAIM THESE FUNDS YOURSELF. YOU ARE NOT REQUIRED TO HAVE A LAWYER OR ANY OTHER REPRESENTATION AND YOU DO NOT HAVE TO ASSIGN YOUR RIGHTS TO ANYONE ELSE IN ORDER FOR YOU TO CLAIM ANY MONEY TO WHICH YOU ARE ENTITLED. PLEASE CHECK WITH THE CLERK OF COURT, CIRCUIT COURT FOR ESCAMBIA COUNTY, FLORIDA, WITHIN TEN (10) DAYS AFTER THE SALE TO SEE IF THERE IS ADDITIONAL MONEY FROM THE FORECLOSURE SALE THAT THE CLERK HAS IN THE REGISTRY OF THE COURT.

IF YOU DECIDE TO SELL YOUR HOME OR HIRE SOMEONE TO HELP YOU CLAIM THE ADDITIONAL MONEY, YOU SHOULD READ VERY CAREFULLY ALL PAPERS YOU ARE REQUIRED TO SIGN, ASK SOMEONE ELSE, PREFERABLY AN ATTORNEY WHO IS NOT RELATED TO THE PERSON OFFERING TO HELP YOU, TO MAKE SURE THAT YOU UNDERSTAND WHAT YOU ARE SIGNING AND THAT YOU ARE NOT TRANSFERRING YOUR PROPERTY OR THE EQUITY IN YOUR PROPERTY WITHOUT THE PROPER INFORMATION. IF YOU CANNOT AFFORD TO PAY AN ATTORNEY, YOU MAY CONTACT LEGAL SERVICES OF NORTH FLORIDA, 1741 N. PALAFOX STREET, PENSACOLA, FLORIDA 32501, (850) 432-8222, [www.lsnf.org](http://www.lsnf.org) TO SEE IF YOU QUALIFY FINANCIALLY FOR THEIR SERVICES. IF THEY CANNOT ASSIST YOU, THEY MAY BE ABLE TO REFER YOU TO A LOCAL BAR REFERRAL AGENCY OR SUGGEST OTHER OPTIONS. IF YOU CHOOSE TO CONTACT LEGAL SERVICES OF NORTH FLORIDA FOR ASSISTANCE, YOU SHOULD DO SO AS SOON AS POSSIBLE AFTER RECEIPT OF THIS NOTICE.

11. On filing the Certificate of Title, the clerk shall distribute the proceeds of the sale and other money collected by the clerk in connection with the sale, so far as they are sufficient, by paying: first, all of Plaintiff's costs; second, documentary stamps affixed to the Certificate; third, Plaintiff's attorneys' fees; and fourth, the total sum due to Plaintiff plus interest at the rate prescribed by law from this date to the date of the sale; and by retaining any amount remaining pending the further order of this court.

12. On filing the certificate of sale, defendant(s) and all persons claiming under or against defendant(s) since the filing of the notice of lis pendens shall be foreclosed of all estate or claim in the property and defendants' rights of redemption as prescribed by section 45.0315.

4. There is due to Plaintiff on the Mortgage and Note sued on, including foreclosure fees and costs, the following sums:

Principal due on the Note and Mortgage:	\$62,278.88
Interest from September 8, 2016, to May 10, 2018, at the rate of 7.0% per annum (per diem \$12.1098)	\$7,302.20
Late charges:	\$0.00
Costs of lawsuit (as set out in Plaintiff's Affidavit of Costs filed herein):	\$2,510.50
Attorneys' fees:	\$1,868.00
Guardian Ad Litem/Attorney Ad Litem/Administrator Ad Litem fees:	\$0.00
<b>TOTAL DUE</b>	<b>\$73,959.58</b>

plus interest at the rate of 5.53% per annum or the Note rate, whichever is less, from the date of this Judgment until paid, and any further sums in connection herewith.

5. Plaintiff holds a lien to secure the payment of the total sum in and to the property described in the attached Exhibit A. This lien is prior, paramount, and superior to all rights, claim, liens, interest, encumbrances, and equities of Defendants and all persons, firms, or corporations claiming by, through, or under Defendants, and the property will be sold free and clear of all claims of Defendants.

6. The court finds that the Plaintiff has reestablished the terms of the lost Note and established its right to enforce the instrument as required by law. Plaintiff herein agrees to indemnify and hold harmless Defendants (borrowers) James J. Hughes and Christopher Hopkins from all loss, liability, costs, damages, reasonable attorney's fees and expenses arising out of the representations made in the "Affidavit of Lost Note".

7. If the total sum due, with interest at the rate prescribed by law, and all costs of this action accruing subsequent to this Judgment are not paid within the time required by law, the clerk of this court shall sell the property by electronic sale beginning at 11:00 o'clock A.M. on June 22, 2018 (a date not less than 20 days after the date of this Judgment), to the highest bidder or bidders for cash, except as set forth hereinafter, at [www.escambia.realforeclosure.com](http://www.escambia.realforeclosure.com) in accordance with F.S. 45.031.

8. Plaintiff shall be reimbursed by the clerk for all costs advanced by Plaintiff should a party other than Plaintiff be the purchaser of the property at the sale. Any purchaser other than Plaintiff shall pay all service charges assessed by the clerk of the court under F.S. 28.24, together with proper documentary stamps to be affixed to the Certificate of Title. If Plaintiff is the purchaser, the clerk shall credit Plaintiff's bid with the total sum due hereunder with interest and costs accruing subsequent to this Judgment or the part of it as is necessary to pay the bid in full.

9. Any sums expended by Plaintiff for ad valorem taxes, hazard insurance, or property preservation shall also be credited to Plaintiff's bid. If Plaintiff is to include those sums

Filing # 72321257 E-Filed 05/17/2018 04:26:26 PM

IN THE CIRCUIT COURT FOR  
ESCAMBIA COUNTY, FLORIDA  
Case No. 2017 CA 000415

ALBERT J. MANNING, JR. AND ERLENE B.  
MANNING, TRUSTEES OF THE MANNING LIVING  
TRUST DATED JUNE 22, 2010,

Plaintiff,

vs.

JAMES J. HUGHES, CHRISTOPHER HOPKINS,  
BRITTANY JACKSON, EMERALD COAST  
UTILITIES AUTHORITY AND LENDMARK  
FINANCIAL SERVICES,

Defendants.

**DEFAULT FINAL JUDGMENT OF FORECLOSURE**

THIS CAUSE having come before the court on the Motion for Default Final Judgment of  
Plaintiff:

Albert J. Manning, Jr. and Erlene B. Manning  
Trustees of the Manning Living Trust Dated June 22, 2010  
8991 University Parkway, Apt. 108  
Pensacola, FL 32514

and the court having considered the pleadings and proofs submitted, having reviewed the court  
file, and being otherwise fully advised in the premises, does

ADJUDGE as follows:

1. Due and legal service of process has been made on all Defendants. A default has  
been entered against each Defendant. The allegations contained in the Complaint have been  
proved by competent evidence, and the equities in this cause are with Plaintiff.

2. The Mortgage sued on by Plaintiff in this cause constitutes a valid lien on the  
property described in Exhibit A attached hereto, and the Mortgage is in default as alleged in the  
Complaint.

3. Because a default judgment has been entered against the mortgagors and because  
the fees requested do not exceed 3.0% of the principal amount owed at the time the complaint  
was filed, it is not necessary for the court to hold a hearing or adjudge the requested attorneys'  
fees to be reasonable.

and shall perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants thereof, and of this mortgage, then this mortgage and the estate hereby created, shall cease, determine and be null and void.


AND the mortgagors hereby further covenant and agree to pay promptly when due the principal and interest and other sums of money provided for in said note and this mortgage, or either; to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on said property; to permit, commit or suffer no waste, impairment or deterioration of said land or the improvements thereon at any time; to keep the buildings now or hereafter on said land fully insured in a sum of not less than \$66,000.00 in a company or companies acceptable to the mortgagee policy or policies to be held by, and payable to, said mortgagee, and in the event any sum of money becomes payable by virtue of such insurance the mortgagee shall have the right to receive and apply the same to the indebtedness hereby secured, accounting to the mortgagors for any surplus; to pay all costs, charges, and expenses, including lawyer's fees and title searches, reasonably incurred or paid by the mortgagee because of the failure of the mortgagors to promptly and fully comply with the agreements, stipulations, conditions and covenants of said note and this mortgage, or either; to perform comply with and abide by each and every the agreements, stipulations, conditions and covenants set forth in said note and this mortgage or either. In the event the mortgagors fails to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of said note and this mortgage, or either, the mortgagee may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from date thereof at the highest lawful rate then allowed by the laws of the State of Florida.

IF any sum of money herein referred to be not promptly paid within THIRTY days next after the same becomes due, or if each and every the agreements, stipulations, conditions and covenants of said note and this mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the mortgagee, become and be due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the mortgagee to exercise any or the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this mortgage accrued or thereafter accruing.


IN WITNESS WHEREOF, the said mortgagors have hereunto signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

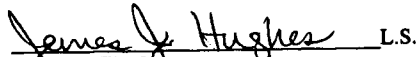
(TWO WITNESSES REQUIRED)

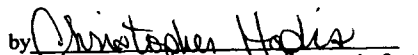
  
Witness Signature

DIANE GRUNDSTROM  
Witness Printed Name

  
Witness Signature

MICHAEL W. TRAVIS  
Witness Printed Name

  
James J. Hughes L.S.

by   
Christopher J. Hopkins, as attorney in fact

  
Christopher Hopkins L.S.

\_\_\_\_\_  
L.S.

STATE OF FLORIDA )

COUNTY OF ESCAMBIA )

The foregoing instrument was acknowledged before me this 8 day of December, 2011, by Christopher Hopkins individually and as attorney in fact for James J. Hughes who are personally known to me or have produced drivers license as identification and did (did not) take an oath.

PATRICIA A. SNELGROVE  
MY COMMISSION #EE75127  
SEAL EXPIRES: APRIL 10, 2015  
Notary Public-State of Florida

  
Notary Public

\_\_\_\_\_  
Printed Notary Name

**TO HAVE AND TO HOLD** the same, together with the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues and profits thereof, unto the mortgagee in fee simple.

**AND** the mortgagors covenant with the mortgagee that the mortgagors are indefeasibly seized of said land in fee simple; that the mortgagors have good right and lawful authority to convey said land as aforesaid; that the mortgagors will make such further assurances to perfect the fee simple title to said land in the mortgagee as may reasonably be required; that the mortgagors hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free and clear of all encumbrances.

**PROVIDED ALWAYS** that if said mortgagors shall pay unto said mortgagee the certain promissory note hereinafter substantially copied or identified to wit:

DATE: December 8th, 2011

## NOTE

Pensacola, Florida

AMOUNT: \$66,000.00

**FOR VALUE RECEIVED** the undersigned promises to pay to the order of:

**Albert J. Manning, Jr. and Erlene B. Manning, as Trustees of the Manning Living Trust, dated June 22, 2010**

the principal sum of **\$66,000.00 (Sixty-Six Thousand and 00/100) DOLLARS**

together with interest thereon at the rate of 7% (Seven and 00/100 percent) per annum from DATE OF EXECUTION HEREOF until maturity, both principal and interest being payable in Lawful Money of the United States, such principal sum and interest payable in installments as follows:

Payable in 180 equal consecutive monthly installments of principal and interest in the amount of \$439.10 each, the first of which shall be due and payable January 8, 2012 with a like installment due on the same date each and every month thereafter until December 8th, 2026, when the entire unpaid remaining balance together with accrued interest thereon shall be due and payable. There shall be no pre-payment penalty. **STATE OF FLORIDA DOCUMENTARY STAMPS HAVE BEEN AFFIXED TO THE MORTGAGE SECURING THIS NOTE.**

Such installment payments shall be applied first to the interest accruing under the terms of this note and then to a reduction of the principal indebtedness. The makers and endorsers of this note further agree to waive demand, notice of non-payment and protest, and in the event suit shall be brought for the collection hereof, or the same has to be collected upon demand of an attorney, to pay reasonable attorney's fees for making such collection. All payments hereunder shall bear interest at the rate of 7% (Seven and 00/100 percent) per annum from maturity until paid. This note is secured by a mortgage of even date herewith and is to be construed and enforced according to the laws of the State of Florida; upon default in the payment of principal and/or interest when due, the whole sum of principal and interest remaining unpaid shall at the option of the holders, become immediately due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of subsequent default.

Payable at: **2773 Chickering Rd, Pensacola, FL 32514** or such other place as shall be designated by the holder of this note in writing.

Return to:

SURETY LAND TITLE OF FLORIDA, LLC  
2600 N 12th Ave.  
Pensacola, Florida 32503

27.00  
231.00  
132.00

This Instrument Prepared By:

SURETY LAND TITLE OF FLORIDA, LLC  
2600 N 12th Ave.  
Pensacola, Florida 32503  
TELEPHONE: 850-549-2270

File No. 1105-615

## THIS MORTGAGE DEED

Executed the 8th day of December, 2011 by:

**James J. Hughes, a single man and Christopher Hopkins, a single man**

hereinafter called the mortgagors, to

**Albert J. Manning, Jr. and Erlene B. Manning, as Trustees of the Manning Living Trust, dated  
June 22, 2010**

hereinafter called the mortgagee:

*(Wherever used herein the terms "mortgagor" and "mortgagee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporation; and the term "note" includes all the notes herein described if more than one).*

**WITNESSETH**, that for good and valuable consideration, and also in consideration of the aggregate sum named in the promissory note of even date herewith, hereinafter described, the mortgagors hereby grant, bargain, sell, alien, remise, convey and confirm unto the mortgagee all the certain land of which the mortgagor is now seized and in possession situate in ESCAMBIA County, Florida, viz:

**Lot 11 and the South 15.0 feet of Lot 12, Block 4, First Addition to Tall Pines, according to the Plat thereof, recorded in Plat Book 4, Page(s) 72, of the Public Records of Escambia County, Florida.**



**ONSITE SEWAGE TREATMENT AND DISPOSAL SYSTEM OSTDS)  
ESCAMBIA COUNTY HEALTH DEPARTMENT**

**Attention:** Pursuant to Escambia County Code of Ordinances 99-36, in accordance with Section 1 – 29.180(5) of this Ordinance, the Escambia County Health Department (ECHD) must conduct an assessment of the Onsite Sewage Treatment and Disposal System (OSTDS) (Septic Tank) prior to the sale of property. An approval letter issued by the ECHD must be presented at closing of property sale or transfer of title

**Legal Address of Property: 8903 Arcadia Rd  
Pensacola, Florida 32534**

**Approval Letter Attached Hereto ( X )**

**Approval Letter not required-property North of Well Line Road ( )**

**Approval Letter not required – Property is unimproved ( )**

**Sewer ( )**

**As to Seller (s)**

Albert J. Manning, Jr.  
Albert J. Manning, Jr.

Erlene B. Manning  
Erlene B. Manning

**As to Buyer (s)**

James J. Hughes  
James J. Hughes  
By Christopher Hopkins  
Christopher J. Hopkins as attorney in fact

Christopher Hopkins  
Christopher Hopkins

**This form completed by: Patricia A. Snellgrove  
Surety Land Title of Florida, LLC.  
2704 North 12<sup>th</sup> Avenue  
Pensacola, FL 32503**

44 00  
532.00

THIS INSTRUMENT PREPARED BY AND RETURN TO:

Patricia A. Snellgrove  
SURETY LAND TITLE OF FLORIDA, LLC  
2600 N 12th Ave.  
Pensacola, Florida 32503

Property Appraisers Parcel Identification (Folio) Number: 11-1S-30-1100-011-004

## WARRANTY DEED

SPACE ABOVE THIS LINE FOR RECORDING DATA

THIS WARRANTY DEED, made the 8th day of December, 2011 by Albert J. Manning, Jr. and Erlene B. Manning, husband and wife and as Trustees of the Manning Living Trust, dated June 22, 2010, whose post office address is 2773 Chickering Rd, Pensacola, FL 32514 herein called the grantors, to James J. Hughes and Christopher Hopkins, as joint tenants with rights of survivorship whose post office address is 8403 Acadia Ave Pensacola FL 32534, hereinafter called the

Grantees:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH: That the grantors, for and in consideration of the sum of TEN AND 00/100'S (\$10.00) Dollars and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee all that certain land situate in ESCAMBIA County, State of Florida, viz:

Lot 11 and the South 15.0 feet of Lot 12, Block 4, First Addition to Tall Pines, according to the Plat thereof, recorded in Plat Book 4, Page(s) 72, of the Public Records of Escambia County, Florida.

Subject to easements, restrictions and reservations of record and taxes for the year 2012 and thereafter.

TOGETHER, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND, the grantors hereby covenant with said grantees that the grantors are lawfully seized of said land in fee simple; that the grantors have good right and lawful authority to sell and convey said land, and hereby warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2011.

IN WITNESS WHEREOF, the said grantors have signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Harold S. Nobley  
Witness #1 Signature

Harold S. Nobley  
Witness #1 Printed Name

Patricia A. Snellgrove  
Witness #2 Signature

Patricia A. Snellgrove  
Witness #2 Printed Name

Albert J. Manning, Jr.  
Albert J. Manning, Jr., individually

Albert J. Manning, Jr.  
Albert J. Manning, Jr. as Trustee

Erlene B. Manning  
Erlene B. Manning, individually

Erlene B. Manning  
Erlene B. Manning, as Trustee

### STATE OF FLORIDA COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 9 day of December, 2011 by Albert J. Manning, Jr. and Erlene B. Manning, individually and as Trustees of the Manning Living Trust dated June 22, 2010 who are personally known to me or have produced drivers license as identification.

PATRICIA A. SNELLGROVE  
MY COMMISSION #EE75127  
SEALEXPRES: APRIL 10, 2015  
Notary Public-State of Florida

Patricia A. Snellgrove  
Notary Public

Printed Notary Name

My Commission Expires:

# SOUTHERN GUARANTY TITLE COMPANY

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

PENSACOLA, FLORIDA 32503

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

Email: rcsgr@aol.com

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

CERTIFICATION: TITLE SEARCH FOR TDA

TAX DEED SALE DATE: 9-4-2018

TAX ACCOUNT NO.: 02-0267-000

CERTIFICATE NO.: 2016-479

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 2017 tax year.

James J. Hughes  
Christopher Hopkins  
8903 Arcadia Rd.  
Pensacola, FL 32534

Members First Credit Union of Florida  
P.O. Box 12983  
Pensacola, FL 32591


Albert J. Manning, Jr. and  
Erlene B. Manning, Trustees  
of the Manning Living Trust  
dated 6-22-2010  
8991 University Pkwy., Apt. 108  
Pensacola, FL 32514  
and c/o their attorney Mark Bednar  
11 E. Zaragoza St.  
Pensacola, FL 32502

Landmark Financial Services  
4761-5 Bayou Blvd.  
Pensacola, FL 32503

ECUA  
9255 Sturdevant St.  
Pensacola, FL 32514

Certified and delivered to Escambia County Tax Collector,  
this 7th day of June, 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.

**PROPERTY INFORMATION REPORT  
CONTINUATION PAGE**

File No.: 14402

June 4, 2018

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

1. That certain mortgage executed by James J. Hughes and Chrisitopher Hopkins in favor of Albert J. Manning, Jr. and Erlene B. Manning, Trustees of the Manning Living Trust dated 06/22/2010 dated 12/08/2011 and recorded 12/15/2011 in Official Records Book 6797, page 1292 of the public records of Escambia County, Florida, in the original amount of \$66,000.00.
2. Possible Judgment filed by Lendmark Financial Services in O.R. Book 7483, page 1571.
3. Judgment filed by Members First Credit Union in O.R. Book 7719, page 379.
4. Foreclosure Judgment filed by Albert J. Manning, Jr. and Erlene B. Manning, Trustees of the Manning Living Trust dated 06/22/2010 recorded in O.R. Book 7909, page 1501.
5. Utility Lien filed by ECUA in O.R. Book 7622, page 163.
6. Taxes for the year 2015-2017 delinquent. The assessed value is \$69,989.00. Tax ID 02-0267-000.

**PLEASE NOTE THE FOLLOWING:**

- A. Subject to current year taxes.
- B. Taxes and assessments due now or in subsequent years.
- C. Subject to Easements, Restrictions and Covenants of record.
- D. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.
- E. Oil, gas and mineral or any other subsurface rights of any kind or nature.

**PROPERTY INFORMATION REPORT  
LEGAL DESCRIPTION**

File No.: 14402

June 4, 2018

**Lot 11 and the South 15.0 feet of Lot 12, Block 4, First Addition to Tall Pines, as per plat thereof, recorded in Plat Book 4, Page 72, 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

**PROPERTY INFORMATION REPORT**

File No.: 14402

June 4, 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 06-04-1998, through 06-04-2018, and said search reveals the following:

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

James J. Hughes and Christopher Hopkins

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: 

June 4, 2018



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

**Tax Deed - Redemption Calculator**

**Account: 020267000 Certificate Number: 000479 of 2016**

Redemption ☐ Yes ☒ No     
 Application Date      
 Interest Rate

	Final Redemption Payment ESTIMATED	Redemption Overpayment ACTUAL
	Auction Date <input type="text" value="09/04/2018"/>	Redemption Date <input type="text" value="07/09/2018"/>
Months	5	3
Tax Collector	<input type="text" value="\$2,341.40"/>	<input type="text" value="\$2,341.40"/>
Tax Collector Interest	\$175.61	\$105.36
Tax Collector Fee	<input type="text" value="\$6.25"/>	<input type="text" value="\$6.25"/>
Total Tax Collector	\$2,523.26	<u>\$2,453.01</u> 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	\$33.75	\$20.25
Total Clerk	\$483.75	<u>\$470.25</u> CH
Postage	<input type="text" value="\$43.36"/>	<input type="text" value="\$43.36"/>
Researcher Copies	<input type="text" value="\$14.00"/>	<input type="text" value="\$14.00"/>
Total Redemption Amount	\$3,064.37	\$2,980.62
	Repayment Overpayment Refund Amount	\$83.75 + 120 + 200 + 43.36

\$447.11

redeemer

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 # 2016 TD 000479**

**Redeemed Date 07/09/2018**

**Name ALBERT MANNING 8991 UNIVERSITY PARKWAY APT 108 PENSACOLA FL 32514**

Clerk's Total = TAXDEED	\$488.75	3050.37
Due Tax Collector = TAXDEED	\$2,513.26	
Postage = TD2	\$43.86	
ResearcherCopies = TD6	\$14.00	

• 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  
FAMILY LAW  
JURY ASSEMBLY  
JUVENILE  
MENTAL HEALTH  
MIS  
OPERATIONAL SERVICES  
PROBATE  
TRAFFIC



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

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

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

**PAM CHILDERS, CLERK OF THE CIRCUIT COURT  
Tax Certificate Redeemed From Sale  
Account: 020267000 Certificate Number: 000479 of 2016**

**Payor: ALBERT MANNING 8991 UNIVERSITY PARKWAY APT 108 PENSACOLA FL 32514  
Date 07/09/2018**

Clerk's Check #	154117	Clerk's Total	\$483.75
Tax Collector Check #	1	Tax Collector's Total	\$2,523.26
		Postage	\$43.36
		Researcher Copies	\$14.00
		Total Received	\$3,064.37

**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>**



# Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

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

July 18, 2018

ALBERT MANNING  
8991 UNIVERSITY PARKWAY APT 108  
PENSACOLA FL 32514

Dear Redeemer,

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 was redeemed by you. A refund of unused fees/interest is enclosed.

If you have any questions, please feel free to give me a call.

CERTIFICATE NUMBER

REFUND

2016 TD 000479

\$447.11

**TOTAL \$447.11**

Very truly yours,

PAM CHILDERS  
Clerk of Circuit Court

By:

  
Emily Hogg  
Tax Deed Division



# Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

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

July 19, 2018

ATCF II FLORIDA-A LLC  
PO BOX 54972  
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 000479	\$450.00	\$20.25	\$470.25
2016 TD 003563	\$450.00	\$20.25	\$470.25
2016 TD 000833	\$450.00	\$20.25	\$470.25
2016 TD 003518	\$450.00	\$20.25	\$470.25
2016 TD 005585	\$450.00	\$20.25	\$470.25

**TOTAL \$2,351.25**

Very truly yours,

PAM CHILDERS  
Clerk of Circuit Court

By:

  
Emily Hogg  
Tax Deed Division