

# Tax Collector's Certification

CTY-513

**Tax Deed Application Number**  
1800137

**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 / 4369**, 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: **09-0002-170**

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

**Property Owner:**  
**KILLINGSWORTH DANIEL F**  
**205 NEWBERTY ST**  
**CANTONMENT, FL 32533**  
**LT 10 BLK E MILESTONE PHASE 2 PB 15 P 43/43 A-C OR 6896 P 139**

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
2016/4369	09-0002-170	06/01/2016	3,990.99	199.55	4,190.54
2017/4289	09-0002-170	06/01/2017	4,266.23	213.31	4,479.54

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
/						

**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	8,670.08
2. Total of Delinquent Taxes Paid by Tax Deed Applicant	0.00
3. Total of Current Taxes Paid by Tax Deed Applicant	3,955.96
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)	13,001.04

**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	12.50
19. Total Amount to Redeem	

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

Date of Sale: August 6, 2018

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.  
09-0002-170                      2016

# APPLICATION FOR TAX DEED

Section 197.502, Florida Statutes

512  
R. 12/16

Application Number: 1800137

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
09-0002-170	2016/4369	06-01-2016	LT 10 BLK E MILESTONE PHASE 2 PB 15 P 43/43 A-C OR 6896 P 139

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>	011S310200010005
<b>Account:</b>	090002170
<b>Owners:</b>	KILLINGSWORTH DANIEL F
<b>Mail:</b>	205 NEWBERTY ST CANTONMENT, FL 32533
<b>Situs:</b>	205 NEWBERRY ST 32533
<b>Use Code:</b>	SINGLE FAMILY RESID
<b>Taxing Authority:</b>	COUNTY MSTU
<b>Schools (Elem/Int/High):</b>	PINE MEADOW/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	\$45,000	\$214,333	\$259,333	\$259,333
2016	\$45,000	\$211,325	\$256,325	\$256,325
2015	\$45,000	\$192,284	\$237,284	\$237,284
<a href="#">Disclaimer</a>				
Amendment 1/Portability Calculations				
> <a href="#">File for New Homestead Exemption Online</a>				

Sales Data					
Sale Date	Book	Page	Value	Type	Official Records (New Window)
08/15/2012	6896	139	\$100	WD	<a href="#">View Instr</a>
04/2006	5888	160	\$100	WD	<a href="#">View Instr</a>
06/2005	5683	1393	\$310,000	WD	<a href="#">View Instr</a>
08/1996	4044	489	\$179,000	WD	<a href="#">View Instr</a>
01/1996	3903	450	\$49,800	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
None
Legal Description
LT 10 BLK E MILESTONE PHASE 2 PB 15 P 43/43 A-C OR 6896 P 139
Extra Features
POOL POOL SCREEN

**Parcel Information**

**Section Map Id:**  
01-1S-31-2

**Approx. Acreage:**  
0.3443

**Zoned:**   
MDR


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

[Launch Interactive Map](#)

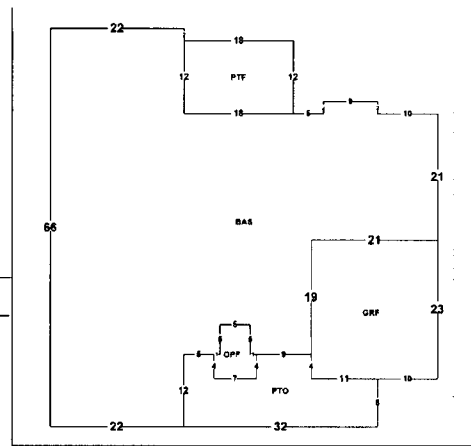
[View Florida Department of Environmental Protection\(DEP\) Data](#)

Buildings
Address: 205 NEWBERRY ST, Year Built: 1996, Effective Year: 1996
<b>Structural Elements</b> DECOR/WORK-ABOVE-AVERAGE

**DWELLING UNITS-1**  
**EXTERIOR WALL-BRICK-FACE/VENEER**  
**FLOOR COVER-CARPET**  
**FOUNDATION-SLAB ON GRADE**  
**HEAT/AIR-CENTRAL H/AC**  
**INTERIOR WALL-DRYWALL-DECORAT**  
**NO. PLUMBING FIXTURES-11**  
**NO. STORIES-1**  
**ROOF COVER-DIMEN/ARCH SHNG**  
**ROOF FRAMING-GABL/HIP HI PTC**  
**STORY HEIGHT-0**  
**STRUCTURAL FRAME-WOOD FRAME**

 Areas - 3790 Total SF

**BASE AREA - 2726**  
**GARAGE FIN - 483**  
**OPEN PORCH FIN - 53**  
**PATIO - 312**  
**PATIO FINISHED - 216**



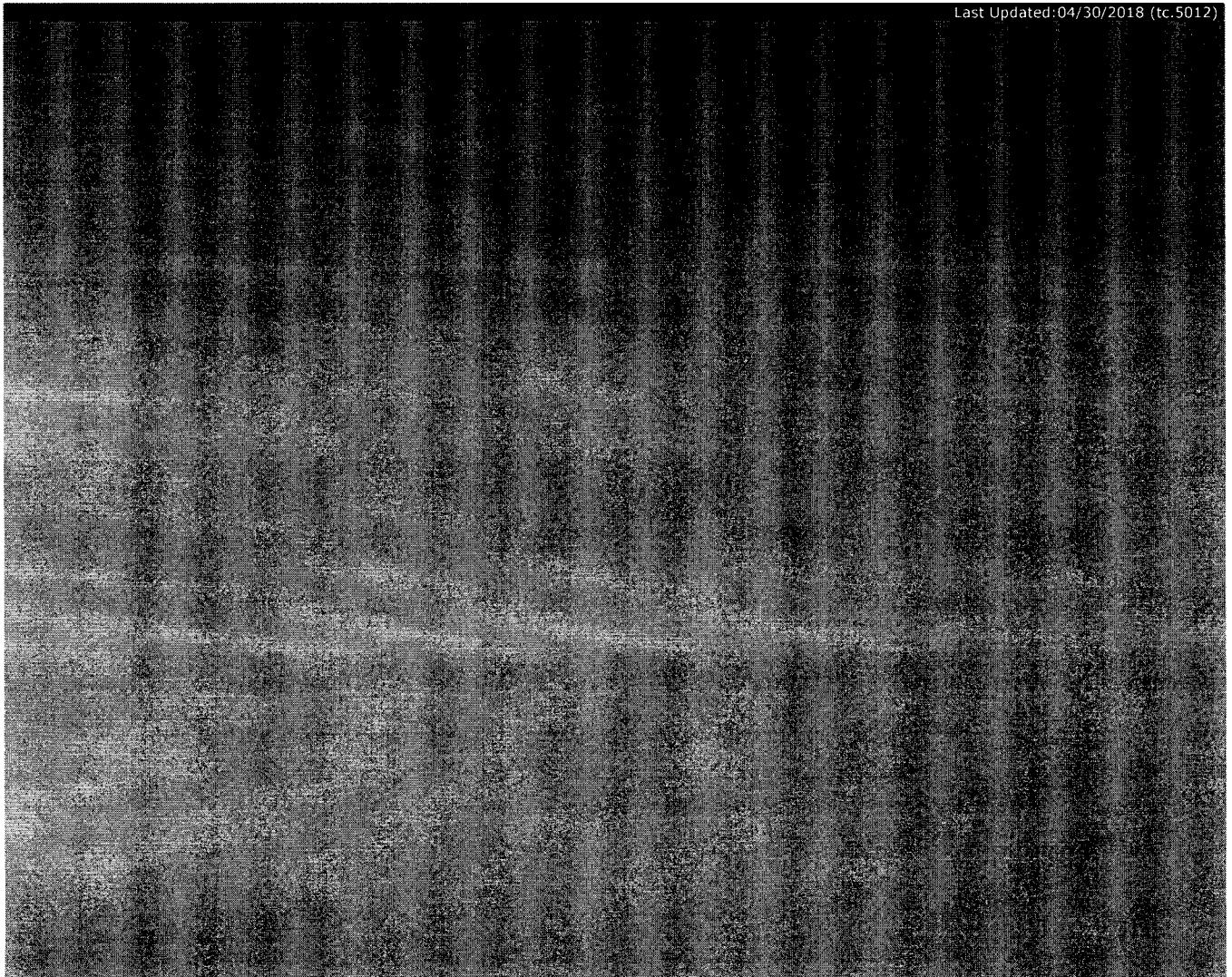
Images



1/9/18

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: 04/30/2018 (tc.5012)



18-299

**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.: 14298

May 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 05-02-1998, through 05-02-2018, and said search reveals the following:

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

Daniel F. Killingsworth

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 4, 2018

**PROPERTY INFORMATION REPORT  
LEGAL DESCRIPTION**

File No.: 14298

May 4, 2018

**Lot 10, Block F, Milestone Phase 2, as per plat thereof, recorded in Plat Book 15, Page 43, of the Public Records of Escambia County, Florida**

**PROPERTY INFORMATION REPORT  
CONTINUATION PAGE**

File No.: 14298

May 4, 2018

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

1. That certain mortgage executed by Daniel F. Killingsworth and Amy Killingsworth in favor of Hancock Bank/Whitney Bank dated 10/13/2014 and recorded 12/09/2014 in Official Records Book 7270, page 369 of the public records of Escambia County, Florida, in the original amount of \$75,000.00.
2. Subject to interest of Milestone Homeowners Association.
3. Taxes for the year 2015-2017 delinquent. The assessed value is \$259,333.00. Tax ID 09-0002-170.

**PLEASE NOTE THE FOLLOWING:**

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

# SOUTHERN GUARANTY TITLE COMPANY

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

PENSACOLA, FLORIDA 32503

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

Email: rcsgr@aol.com

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.: 09-0002-170

CERTIFICATE NO.: 2016-4369

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.

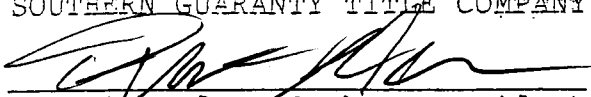
Daniel F. Killingsworth  
Amy Killingsworth (wife)  
205 Newberry St.  
Cantonment, FL 32533

Milestone HOA  
1220 Jasper St.  
Cantonment, FL 32533

Hancock Bank/Whitney Bank  
P.O. Box 4020  
Gulfport, MS 39502  
and  
2510 14th St.  
Gulfport, MS 39502

Certified and delivered to Escambia County Tax Collector,  
this 4th 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.



Prepared by:  
Robert O. Beasley  
Litvak, Beasley & Wilson, LLP  
226 East Government Street, Post Office Box 13503  
Pensacola, Florida 32591-3503  
Consideration: \$1.00

**General Warranty Deed**

Made this 15<sup>th</sup> day of August, 2012 A.D. By **Clifford Killingsworth**, whose address is 205 Newberry St., Cantonment, FL 32533, hereinafter called the grantor, to Daniel F. Killingsworth, whose post office address is 205 Newberry St., Cantonment, FL 32533, hereinafter called the grantee:

(Whenever used herein the term "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 grantor, for and in consideration of the sum of Ten Dollars, (\$10.00) 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, Florida, viz:

**See Attached Schedule "A"**

Parcel ID Number: 011S310200010005

Said property is not the homestead of the Grantor under the laws and constitution of the State of Florida in that neither Grantor nor any members of the household of Grantor reside thereon.

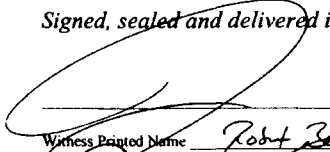
**Together** with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

**To Have and to Hold**, the same in fee simple forever.

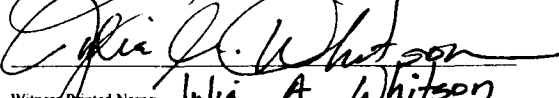
**And** the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 2011.

**In Witness Whereof**, the said grantor has signed and sealed these presents the day and year first above written.

*Signed, sealed and delivered in our presence:*

  
\_\_\_\_\_  
Witness Printed Name Robert Beasley

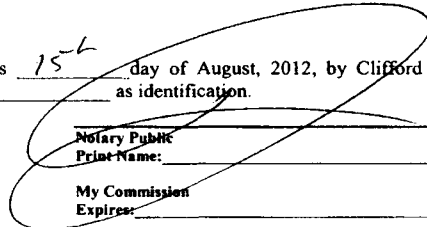
  
\_\_\_\_\_  
Clifford Killingsworth (Seal)

  
\_\_\_\_\_  
Witness Printed Name Julia A. Whitson

State of Florida  
County of Escambia

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of August, 2012, by Clifford Killingsworth who is personally known to me or who has produced \_\_\_\_\_ as identification.

**ROBERT O. BEASLEY**  
NOTARY PUBLIC - STATE OF FLORIDA  
COMMISSION # EE048189  
EXPIRES 12/12/2014  
BONDED THRU 1-888-NOTARY1

  
\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Prepared by:  
Robert O. Beasley  
Litvak, Beasley & Wilson, LLP  
226 East Government Street, Post Office Box 13503  
Pensacola, Florida 32591-3503  
Consideration: \$1.00

**"Schedule A"**

Lot 10, Block E, Milestone Phase 2, a subdivision of a portion of Section 1, Township 1 South, Range 31 West, Escambia County, Florida, according to plat recorded in Plat Book 15, Page 43, of Public Records of said County.

**RECORDATION REQUESTED BY:**

HANCOCK BANK, a trade name of Whitney Bank  
CORDOVA BRANCH  
2185 AIRPORT BLVD  
PENSACOLA, FL 32504

**WHEN RECORDED MAIL TO:**

HANCOCK BANK, a trade name of Whitney Bank  
LENDING SERVICES, (800) 522-6542  
P O BOX 4020, 2510 - 14th STREET  
GULFPORT, MS 39502

**SEND TAX NOTICES TO:**

HANCOCK BANK, a trade name of Whitney Bank  
LENDING SERVICES  
P O BOX 4020, 2510 - 14th STREET  
GULFPORT, MS 39502

This Mortgage prepared by:

Name: TANYA LADNER, DOCUMENTATION SPECIALIST II  
Company: HANCOCK BANK, a trade name of Whitney Bank  
Address: 206 E. RAILROAD ST., LONG BEACH, MS 39560

**MORTGAGE**

**FOR USE WITH SECURED REVOLVING CREDIT AGREEMENT**

**MAXIMUM LIEN.** The total amount of indebtedness secured by this Mortgage may decrease or increase from time to time, but the maximum amount of principal indebtedness which may be outstanding at any one time shall not exceed \$75,000.00, plus interest, and amounts expended or advanced by Lender for the payment of taxes, levies or insurance on the Property, and interest on such amounts.

**THIS MORTGAGE** dated October 13, 2014, is made and executed between DANIEL F. KILLINGSWORTH, whose address is 205 NEWBERRY ST., CANTONMENT, FL 32533 and AMY KILLINGSWORTH, whose address is 205 NEWBERRY ST., CANTONMENT, FL 32533; HUSBAND AND WIFE (referred to below as "Grantor") and HANCOCK BANK, a trade name of Whitney Bank, whose address is 2185 AIRPORT BLVD, PENSACOLA, FL 32504 (referred to below as "Lender").

**GRANT OF MORTGAGE.** For valuable consideration, Grantor mortgages to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in ESCAMBIA County, State of Florida:

See exhibit A, which is attached to this Mortgage and made a part of this Mortgage as if fully set forth herein.

The Real Property or its address is commonly known as 205 NEWBERRY ST., CANTONMENT, FL 32533.

**CROSS-COLLATERALIZATION.** In addition to the Credit Agreement, this Mortgage secures all obligations, debts and liabilities, plus interest thereon, of either Grantor or Borrower to Lender, or any one or more of them, as well as all claims by Lender against Borrower and Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Credit Agreement, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Borrower or Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable. If the Lender is required to give notice of the right to cancel under Truth in Lending in connection with any additional loans, extensions of credit and other liabilities or obligations of Grantor to Lender, then this Mortgage shall not secure additional loans or obligations unless and until such notice is given. (Initial Here *DL*)

**REVOLVING LINE OF CREDIT.** This Mortgage secures the indebtedness including, without limitation, a revolving line of credit under which, upon request by Borrower, Lender, within twenty (20) years from the date of this Mortgage, may make future advances to Borrower. Such future advances, together with interest thereon, are secured by this Mortgage. Such advances may be made, repaid, and remade from time to time, subject to the limitation that the total outstanding balance owing at any one time, not including finance charges on such balance at a fixed or variable rate or sum as provided in the Credit Agreement, any temporary overages, other charges, and any amounts expended or advanced as provided in either the indebtedness paragraph or this paragraph, shall not exceed the Credit Limit as provided in the Credit Agreement. It is the intention of Grantor and Lender that this Mortgage secures the balance outstanding under the Credit Agreement from time to time from zero up to the Credit Limit as provided in the Credit Agreement and any intermediate balance.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

**THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF EACH OF GRANTOR'S AGREEMENTS AND OBLIGATIONS UNDER THE CREDIT AGREEMENT WITH THE CREDIT LIMIT OF \$75,000.00, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:**

**GRANTOR'S WAIVERS.** Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

**GRANTOR'S REPRESENTATIONS AND WARRANTIES.** Grantor warrants that: (a) this Mortgage is executed at Borrower's request and not at the request of Lender; (b) Grantor has the full power, right, and authority to enter into this Mortgage and to hypothecate the Property; (c) the provisions of this Mortgage do not conflict with, or result in a default under any agreement or other instrument binding upon Grantor and do not result in a violation of any law, regulation, court decree or order applicable to Grantor; (d) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (e) Lender has made no representation to Grantor about Borrower (including without limitation the creditworthiness of Borrower).

**PAYMENT AND PERFORMANCE.** Except as otherwise provided in this Mortgage, Borrower and Grantor shall pay to Lender all

12010116988

Loan No: 12040001334

**MORTGAGE  
(Continued)**

Page 5

shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Mortgage. Any person may change his or her address for notices under this Mortgage by giving written notice to the other person or persons, specifying that the purpose of the notice is to change the person's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors. It will be Grantor's responsibility to tell the others of the notice from Lender.

**OVERDRAFT PROTECTION.** Each Grantor understands that the Credit Agreement includes an Overdraft Protection Service Addendum Credit Line (the "ODP Service Addendum"). Each Grantor further understands and agrees that the Borrower may enroll the Credit Line Account and one or more Depository Account(s) in the Credit Line Overdraft Protection Service and, if accepted by us, we will provide such services to the Borrower according to the terms and conditions stated in the ODP Service Addendum. Each Grantor further agrees that the Real Property secures any Credit Advance under the terms of this deed of trust or mortgage regardless of whether a Grantor is an owner or co-owner of the Depository Account(s) or is even an authorized signatory on the Depository Account(s). Each Grantor represents and warrants that each Grantor has established adequate means of obtaining a copy of the Credit Agreement, including the ODP Service Addendum, and has executed and delivered this deed of trust or mortgage after having an opportunity to review the Credit Agreement, including the ODP Service Addendum. If not defined within this paragraph or the deed of trust or mortgage, capitalized terms used in this paragraph shall have the meanings set forth in either the Credit Agreement or the ODP Service Addendum.

**ADDITIONAL INFORMATION REGARDING LENDER.** Hancock Bank is the trade name used by Whitney Bank, a Mississippi chartered banking corporation, in providing banking products and services through its locations in Mississippi, Alabama, and Florida. All obligations hereunder are due and payable to Whitney Bank.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Mortgage:

**Amendments.** What is written in this Mortgage and in the Related Documents is Grantor's entire agreement with Lender concerning the matters covered by this Mortgage. To be effective, any change or amendment to this Mortgage must be in writing and must be signed by whoever will be bound or obligated by the change or amendment.

**Caption Headings.** Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

**Governing Law.** This Mortgage will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Florida without regard to its conflicts of law provisions. This Mortgage has been accepted by Lender in the State of Florida.

**Choice of Venue.** If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of ESCAMBIA County, State of Florida.

**Joint and Several Liability.** All obligations of Borrower and Grantor under this Mortgage shall be joint and several, and all references to Grantor shall mean each and every Grantor, and all references to Borrower shall mean each and every Borrower. This means that each Grantor signing below is responsible for all obligations in this Mortgage.

**No Waiver by Lender.** Grantor understands Lender will not give up any of Lender's rights under this Mortgage unless Lender does so in writing. The fact that Lender delays or omits to exercise any right will not mean that Lender has given up that right. If Lender does agree in writing to give up one of Lender's rights, that does not mean Grantor will not have to comply with the other provisions of this Mortgage. Grantor also understands that if Lender does consent to a request, that does not mean that Grantor will not have to get Lender's consent again if the situation happens again. Grantor further understands that just because Lender consents to one or more of Grantor's requests, that does not mean Lender will be required to consent to any of Grantor's future requests. Grantor waives presentment, demand for payment, protest, and notice of dishonor.

**Severability.** If a court finds that any provision of this Mortgage is not valid or should not be enforced, that fact by itself will not mean that the rest of this Mortgage will not be valid or enforced. Therefore, a court will enforce the rest of the provisions of this Mortgage even if a provision of this Mortgage may be found to be invalid or unenforceable.

**Merger.** There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

**Successors and Assigns.** Subject to any limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the indebtedness.

**Time is of the Essence.** Time is of the essence in the performance of this Mortgage.

**DEFINITIONS.** The following words shall have the following meanings when used in this Mortgage:

**Borrower.** The word "Borrower" means DANIEL F. KILLINGSWORTH and includes all co-signers and co-makers signing the Credit Agreement and all their successors and assigns.

**Credit Agreement.** The words "Credit Agreement" mean the credit agreement dated October 13, 2014, with credit limit of \$75,000.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The final maturity date of the Credit Agreement is October 13, 2039.  
**NOTICE TO GRANTOR: THE CREDIT AGREEMENT CONTAINS A VARIABLE INTEREST RATE.**

**Environmental Laws.** The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

**Event of Default.** The words "Event of Default" mean any of the events of default set forth in this Mortgage in the events of default section of this Mortgage.

**Grantor.** The word "Grantor" means DANIEL F. KILLINGSWORTH and AMY KILLINGSWORTH.

**Hazardous Substances.** The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

**Improvements.** The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

**Indebtedness.** The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Credit Agreement or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Credit Agreement or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Mortgage, together with interest on

12010116988  
Loan No: 12010004354

**MORTGAGE  
(Continued)**

such amounts as provided in this Mortgage. Specifically, without limitation, Indebtedness includes all amounts that may be indirectly secured by the Cross-Collateralization provision of this Mortgage.

**Lender.** The word "Lender" means HANCOCK BANK, a trade name of Whitney Bank, its successors and assigns. The words "successors or assigns" mean any person or company that acquires any interest in the Credit Agreement.

**Mortgage.** The word "Mortgage" means this Mortgage between Grantor and Lender.

**Personal Property.** The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

**Property.** The word "Property" means collectively the Real Property and the Personal Property.

**Real Property.** The words "Real Property" mean the real property, interests and rights, as further described in this Mortgage.

**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

**Rents.** The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

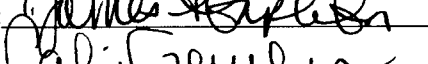
**EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS.**

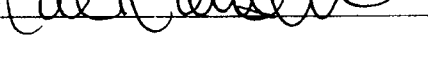
GRANTOR:

X   
DANIEL F. KILLINGSWORTH

X   
AMY KILLINGSWORTH

WITNESSES:

X 

X 

**INDIVIDUAL ACKNOWLEDGMENT**

STATE OF FLORIDA

)

COUNTY OF ESCAMBA

) SS

)

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of OCTOBER, 2014 by DANIEL F. KILLINGSWORTH and AMY KILLINGSWORTH, HUSBAND AND WIFE, who are personally known to me or who have produced FL DL as identification.

  
\_\_\_\_\_  
(Signature of Person Taking Acknowledgment)

JAMES STAPLETON  
\_\_\_\_\_  
(Name of Acknowledger Typed, Printed or Stamped)

\_\_\_\_\_  
(Title or Rank)

\_\_\_\_\_  
(Serial Number, if any)

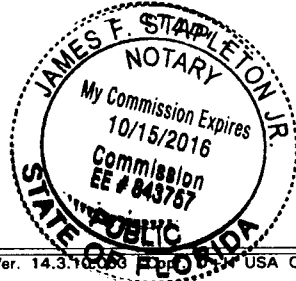
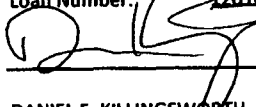


EXHIBIT "A"

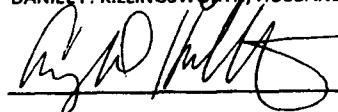
Lot 10, Block E, Milestone Phase 2, a subdivision of a portion of Section 1, Township 1 South, Range 31 West,  
Bocumby County, Florida, according to plat recorded in Plat Book 15, Page 43, of Public Records of said County.

Municipal Address: 205 NEWBERRY ST. CANTONMENT, FL 32533

Loan Number: ~~12010001354~~ 12010116988

  
\_\_\_\_\_

DANIEL F. KILLINGSWORTH, HUSBAND

  
\_\_\_\_\_

AMY KILLINGSWORTH, WIFE

\_\_\_\_\_

**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

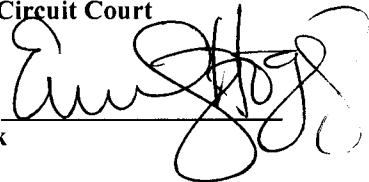
**COUNTY OF ESCAMBIA**  
**OFFICE OF THE**  
**CLERK OF THE CIRCUIT COURT**

**PAM CHILDERS, CLERK OF THE CIRCUIT COURT**  
**Tax Certificate Redeemed From Sale**  
**Account: 090002170 Certificate Number: 004369 of 2016**

**Payor: DANIEL F KILLINGSWORTH 205 NEWBERTY ST CANTONMENT, FL 32533**      **Date**  
 06/04/2018

Clerk's Check #	4462279974	Clerk's Total	<del>\$477.00</del> 13547.07
Tax Collector Check #	1	Tax Collector's Total	<del>\$13,793.60</del>
		Postage	<del>\$27.10</del>
		Researcher Copies	<del>\$6.00</del>
		Total Received	<del>\$14,303.70</del> 13,553.07

**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  
 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 004369**  
**Redeemed Date 06/04/2018**

**Name DANIEL F KILLINGSWORTH 205 NEWBERTY ST CANTONMENT, FL 32533**

Clerk's Total = TAXDEED	\$477.00	<del>\$477.00</del> \$13547.07
Due Tax Collector = TAXDEED	\$13793.60	
Postage = TD2	\$27.10	
ResearcherCopies = TD6	\$6.00	

• 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: 090002170 Certificate Number: 004369 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="06/04/2018"/>
Months	4	2
Tax Collector	<input type="text" value="\$13,001.04"/>	<input type="text" value="\$13,001.04"/>
Tax Collector Interest	\$780.06	\$390.03
Tax Collector Fee	<input type="text" value="\$12.50"/>	<input type="text" value="\$12.50"/>
Total Tax Collector	\$13,793.60	<input type="text" value="\$13,403.57"/> <i>OTC</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	\$27.00	\$13.50
Total Clerk	\$477.00	<input type="text" value="\$463.50"/> <i>CH</i>
Postage	<input type="text" value="\$27.10"/>	<input type="text" value="\$0.00"/>
Researcher Copies	<input type="text" value="\$6.00"/>	<input type="text" value="\$6.00"/>
Total Redemption Amount	\$14,303.70	\$13,873.07
	Repayment Overpayment Refund Amount	\$430.63

Notes



# 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 12, 2018

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

Dear Certificate Holder:

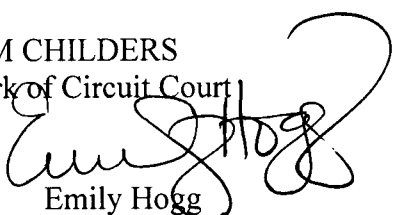
The records of this office show that an application for a tax deed had been made on the property represented by the numbered certificate listed below. The property redeemed prior to sale; therefore your application fees are now refundable.

TAX CERT	APP FEES	INTEREST	TOTAL
2016 TD 001378	\$450.00	\$13.50	\$463.50
2016 TD 004369	\$450.00	\$13.50	\$463.50
2016 TD 002542	\$450.00	\$13.50	\$463.50

**TOTAL \$1,390.50**

Very truly yours,

PAM CHILDERS  
Clerk of Circuit Court

By:   
Emily Hogg  
Tax Deed Division