

# APPLICATION FOR TAX DEED

Section 197.502, Florida Statutes

512  
R. 12/16

Application Number: 1800076

To: Tax Collector of ESCAMBIA COUNTY, Florida

I,  
BRIDGE TAX LLC - 616 US BANK % BRIDGE TAX LLC - 616  
P.O. BOX 645040  
CINCINNATI, OH 45264,

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
12-0103-160	2016/7264	06-01-2016	BEG AT NE COR OF SEC N 88 DEG 39 MIN 01 SEC W ALG N LI OF SEC 2495 80/100 FT TO E R/W LI OF US HWY 2 9 (SR 95 200 FT R/W) S 02 DEG 04 MIN 09 SEC W ALG E LI 529 50/100 FT FOR POB S 02 DEG 04 MIN 09 SEC W 165 49/100 FT S 88 DEG 39 MIN 01 SEC E 477 19/100 FT N 02 DEG 04 MIN 09 SEC E 165 40/100 FT N 88 DEG 39 MIN 01 SEC W 477 19/100 FT TO POB OR 2343 P 146

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  
BRIDGE TAX LLC - 616 US BANK % BRIDGE TAX LLC -  
616  
P.O. BOX 645040  
CINCINNATI, OH 45264

04-20-2018  
Application Date

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

R/W) S 02 DEG 04 MIN 09 SEC W ALG E LI 529 50/100 FT FOR POB S 02 DEG 04 MIN 09 SEC W 165 49/100 FT S 88 DEG 39 MIN 01 SEC E 477 19/10 0 FT N 02 DEG 04 MIN 09 SEC E 165 40/100 FT N 88 D EG 39 MIN 01 SEC W 477 19/100 FT TO POB OR 2343 P 146

**Tax Collector's Certification**

CTY-513

**Tax Deed Application Number**

1800076

**Date of Tax Deed Application**

Apr 20, 2018

This is to certify that **BRIDGE TAX LLC - 616 US BANK % BRIDGE TAX LLC - 616**, holder of **Tax Sale Certificate Number 2016 / 7264**, 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: **12-0103-160**

**Cert Holder:****BRIDGE TAX LLC - 616 US BANK % BRIDGE TAX LLC - 616****P.O. BOX 645040****CINCINNATI, OH 45264****Property Owner:**

**SMITH DELBERT D &  
SMITH ESTHER KATHAN  
6812 HWY 29 NORTH  
MOLINO, FL 32577**

BEG AT NE COR OF SEC N 88 DEG 39 MIN 01 SEC W ALG N LI OF  
SEC 2495 80/100 FT TO E R/W LI OF US HWY 2 (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
2016/7264	12-0103-160	06/01/2016	1,053.19	52.66	1,105.85

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
2017/7062	12-0103-160	06/01/2017	1,080.33	6.25	54.02	1,140.60

**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)

2,246.45

0.00

0.00

200.00

175.00

2,621.45

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

8. Clerk of Court Statutory Fee for Processing Tax Deed
9. Clerk of Court Certified Mail Charge
10. Clerk of Court Advertising Charge
11. Clerk of Court Recording Fee for Certificate of Notice
12. Sheriff's Fee
13. Interest Computed by Clerk of Court Pursuant to Section 197.542, F.S.
14. Total (Lines 8 - 13)
15. One-half Assessed Value of Homestead Property, if Applicable per F.S.
16. Other Outstanding Certificates and Delinquent Taxes Not Included in this Application,
17. Statutory (Opening) Bid; Total of Lines 7, 14, 15 (if applicable) and 16 (if
18. Redemption Fee
19. Total Amount to Redeem

41,904.00

6.25

Done this the 23rd day of April, 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.

12-0103-160 2016

BEG AT NE COR OF SEC N 88 DEG 39 MIN 01 SEC W ALG N LI OF SEC 2495 80/100 FT TO E R/W LI OF US HWY 2 9 (SR 95 200 FT



# 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		Assessments				
<b>Reference:</b>	042N311201002001	<b>Year</b>	<b>Land</b>	<b>Imprv</b>	<b>Total</b>	<b>Cap Val</b>
<b>Account:</b>	120103160	2017	\$21,494	\$72,546	\$94,040	\$83,808
<b>Owners:</b>	SMITH DELBERT D & SMITH ESTHER KATHAN	2016	\$21,494	\$70,303	\$91,797	\$82,085
<b>Mail:</b>	6812 HWY 29 NORTH MOLINO, FL 32577	2015	\$21,494	\$67,432	\$88,926	\$81,515
<b>Situs:</b>	6812 HIGHWAY 29 NORTH 32577	<a href="#">Disclaimer</a>				
<b>Use Code:</b>	SINGLE FAMILY RESID	<a href="#">Amendment 1/Portability Calculations</a>				
<b>Taxing Authority:</b>	COUNTY MSTU	➤ <a href="#">File for New Homestead Exemption Online</a>				
<b>Schools (Elem/Int/High):</b>	MOLINO PARK/ERNEST WARD/NORTHVIEW					
<b>Tax Inquiry:</b>	<a href="#">Open Tax Inquiry Window</a>					
Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector						

Sales Data						2017 Certified Roll Exemptions	
<b>Sale Date</b>	<b>Book</b>	<b>Page</b>	<b>Value</b>	<b>Type</b>	<b>Official Records (New Window)</b>	HOMESTEAD EXEMPTION	
01/1987	2343	146	\$60,000	WD	<a href="#">View Instr</a>	<b>Legal Description</b>	
10/1983	1866	70	\$8,600	WD	<a href="#">View Instr</a>		
04/1979	1319	766	\$1,300	WD	<a href="#">View Instr</a>		
Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller						Extra Features	
						FRAME GARAGE METAL BUILDING	


Parcel Information		<a href="#">Launch Interactive Map</a>	
<b>Section Map Id:</b> <a href="#">04-2N-31</a>			
<b>Approx. Acreage:</b> 1.8100			
<b>Zoned:</b> RMU			
<b>Evacuation &amp; Flood Information</b> <a href="#">Open Report</a>		View Florida Department of Environmental Protection(DEP) Data	

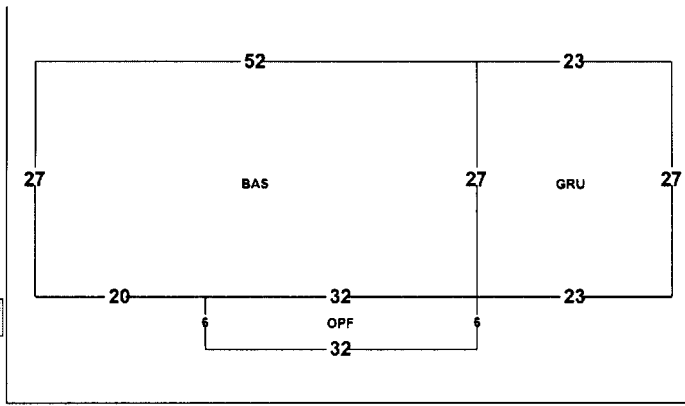
### Buildings

Address: 6812 HIGHWAY 29 NORTH, Year Built: 1979, Effective Year: 1979

**Structural Elements**

**DECOR/MILLWORK-AVERAGE**  
**DWELLING UNITS-1**  
**EXTERIOR WALL-BRICK-FACE/VENEER**  
**FLOOR COVER-CARPET**  
**FOUNDATION-SLAB ON GRADE**  
**HEAT/AIR-CENTRAL H/AC**  
**INTERIOR WALL-DRYWALL-PLASTER**  
**NO. PLUMBING FIXTURES-6**  
**NO. STORIES-1**  
**ROOF COVER-COMPOSITION SHG**  
**ROOF FRAMING-GABLE-HI PITCH**  
**STORY HEIGHT-0**  
**STRUCTURAL FRAME-WOOD FRAME**

 Areas - 2217 Total SF  
**BASE AREA - 1404**  
**GARAGE UNFIN - 621**  
**OPEN PORCH FIN - 192**



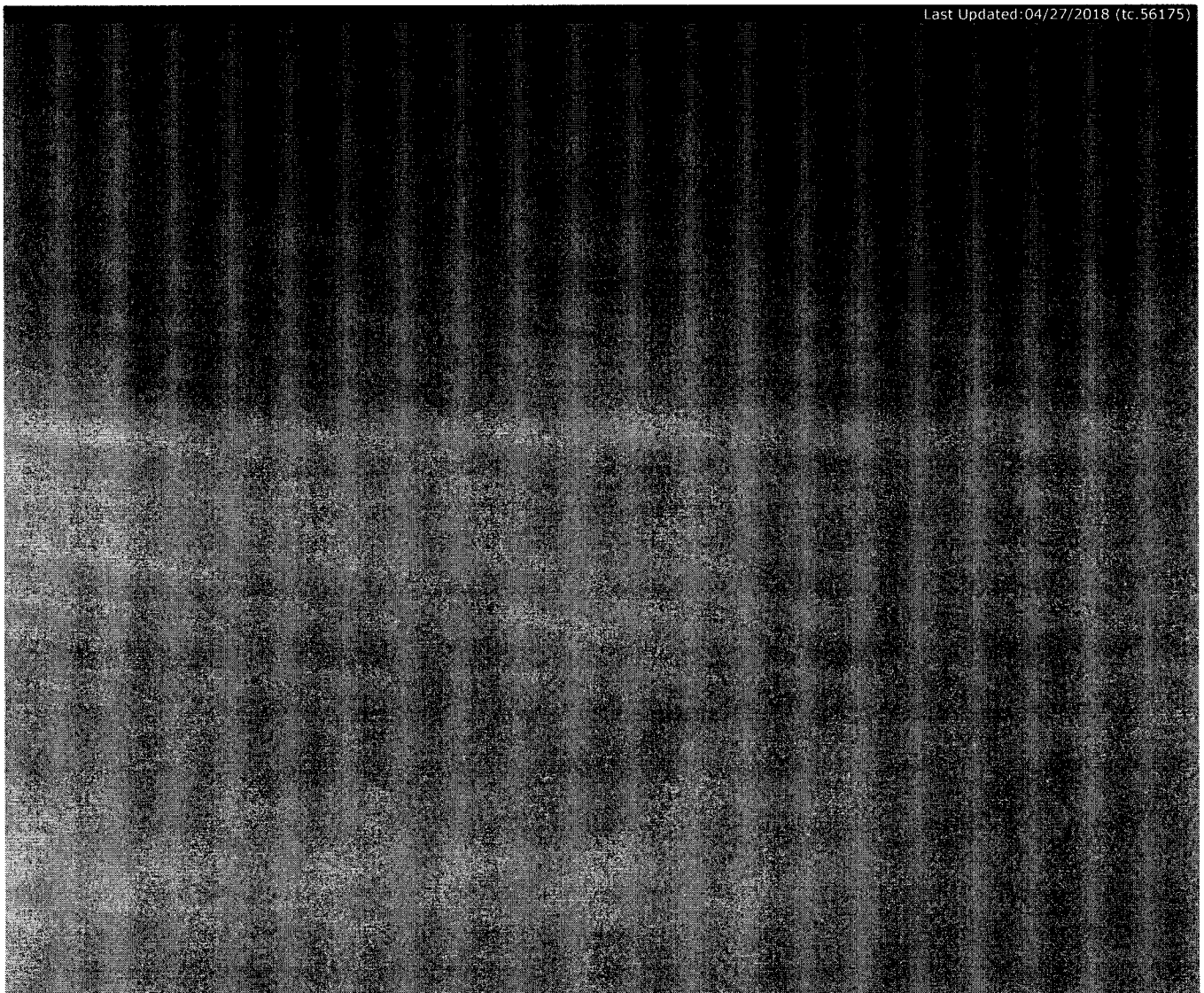
Images



8/3/17

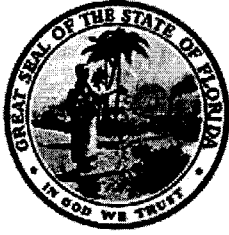
The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

Last Updated:04/27/2018 (tc.56175)



 Search Property
  Property Sheet
  Lien Holder's
  Redeem
  Forms
  Courtview
  Benchmark

Redeemed From Sale



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

### Tax Deed - Redemption Calculator

Account: 120103160 Certificate Number: 007264 of 2016

Redemption ☐ Yes ☒ No


Application Date

Interest Rate

Final Redemption Payment ESTIMATED

Redemption Overpayment ACTUAL

Auction Date

Redemption Date  

Months

5

1

Tax Collector

Tax Collector Interest \$196.61

\$39.32

Tax Collector Fee

Total Tax Collector \$2,824.31

*Tax collector*

Clerk Fee

Sheriff Fee

Legal Advertisement

App. Fee Interest \$33.75

\$6.75

Total Clerk \$483.75

*Certificate Holder*

Postage

Researcher Copies

Total Redemption Amount \$3,408.06

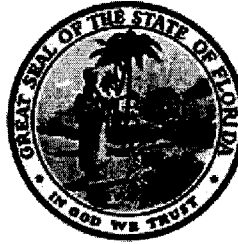
\$3,123.77

Repayment Overpayment Refund Amount

\$284.29

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



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

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

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

**Case # 2016 TD 007264  
 Redeemed Date 05/14/2018**

**Name DELBERT D SMITH 6812 HWY 29 NORTH MOLINO, FL 32577**

Clerk's Total = TAXDEED	\$483.75
Due Tax Collector = TAXDEED	\$2,824.31
Postage = TD2	\$60.00
ResearcherCopies = TD6	\$0.00

**• For Office Use Only**

<b>Date</b>	<b>Docket</b>	<b>Desc</b>	<b>Amount Owed</b>	<b>Amount Due</b>	<b>Payee Name</b>
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**FINANCIAL SUMMARY**

No Information Available - See Dockets

File: 18-370

**PAM CHILDERS**  
 CLERK OF THE CIRCUIT COURT  
 ARCHIVES AND RECORDS  
 CHILDSUPPORT  
 CIRCUIT CIVIL  
 CIRCUIT CRIMINAL  
 COUNTY CIVIL  
 COUNTY CRIMINAL  
 DOMESTIC RELATIONS  
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 JUVENILE  
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 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: 120103160 Certificate Number: 007264 of 2016**

**Payor: DELBERT D SMITH 6812 HWY 29 NORTH MOLINO, FL 32577      Date 05/14/2018**

Clerk's Check #	1	Clerk's Total	\$483.75
Tax Collector Check #	1	Tax Collector's Total	\$2,824.31
		Postage	\$60.00
		Researcher Copies	\$0.00
		Total Received	<del>\$3,368.06</del> <b>\$2,803.77</b>

**PAM CHILDERS  
 Clerk of the Circuit Court**

Received By: Whitney Coppage  
 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 •

May 30, 2018

BRIDGE TAX LLC-616 US BANK  
PO BOX 645040  
CINCINNATI OH 45264

Dear Certificate Holder:

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

TAX CERT	APP FEES	INTEREST	TOTAL
2016 TD 007264	\$450.00	\$6.75	\$456.75
2016 TD 008619	\$450.00	\$6.75	\$456.75
2016 TD 001605	\$450.00	\$6.75	\$456.75
2016 TD 006284	\$450.00	\$6.75	\$456.75
2016 TD 008576	\$450.00	\$6.75	\$456.75

**TOTAL \$2,283.75**

Very truly yours,

PAM CHILDERS  
Clerk of Circuit Court

By:

Emily Hogg  
Tax Deed Division

H310C947

SCHEDULE A

THE FOLLOWING REAL PROPERTY SITUATE IN COUNTY OF ESCAMBIA AND STATE OF FLORIDA DESCRIBED AS FOLLOWS:

COMMENCE AT A CONCRETE MONUMENT AT THE NORTHEAST CORNER OF SECTION 4, TOWNSHIP 2 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA; NORTH 88 DEGREES 39 MINUTES 01 SECONDS WEST ALONG THE NORTH LINE OF SAID SECTION FOR A DISTANCE OF 2,495.80 FEET TO THE EAST R/W LINE OF U.S. HIGHWAY NO. 29 (S.R. NO. 95, 200' R/W); THENCE SOUTH 02 DEGREES 04 MINUTES 09 SECONDS WEST ALONG SAID EAST LINE FOR A DISTANCE OF 529.50 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 02 DEGREES 04 MINUTES 09 SECONDS WEST FOR A FOR A DISTANCE OF 165.40 FEET; THENCE SOUTH 88 DEGREES 39 MINUTES 01 SECONDS EAST FOR A DISTANCE OF 477.19 FEET; THENCE NORTH 02 DEGREES 04 MINUTES 09 SECONDS EAST FOR A DISTANCE OF 165.40 FEET; THENCE NORTH 88 DEGREES 39 MINUTES 01 SECONDS WEST FOR A DISTANCE OF 477.19 FEET TO POINT OF BEGINNING. CONTAINING 1.79 ACRES MORE OR LESS AND ALL LYING AND BEING IN SECTION 4, TOWNSHIP 2 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA. SAID PARCEL BEING SUBJECT TO A 100 FOOT WIDE GULF POWER EASEMENT.

PARCEL ID: 12-0103-185, 12-0103-160

PROPERTY ADDRESS: 6812 HIGHWAY 29 N

**MORTGAGE  
(Continued)**

Loan No: 004327132000633247

Page 7

**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 *Delbert D Smith*  
 DELBERT D SMITH

x *Esther K Smith*  
 ESTHER K SMITH

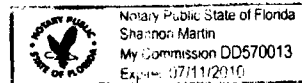
WITNESSES:

x *Terrill L. Willis* *Terrill L. Willis*  
 x *Courtney Marsh* *Courtney Marsh*

**INDIVIDUAL ACKNOWLEDGMENT**

STATE OF Florida  
 COUNTY OF Escambia

)  
 ) SS  
 )



The foregoing instrument was acknowledged before me this 1 day of November, 2007  
 by DELBERT D SMITH and ESTHER K SMITH, husband and wife, who are personally known to me or who have produced Passport  
Passport as identification and did / did not take an oath.

*Shannon Martin*  
 (Signature of Person Taking Acknowledgment)

Shannon Martin  
 (Name of Acknowledger Typed, Printed or Stamped)

(Title or Rank)

(Serial Number, if any)

**MORTGAGE  
(Continued)**

Loan No: 004327132000633247

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**GRANTOR AND LENDER VOLUNTARILY AND KNOWINGLY WAIVE ANY RIGHT TO A JURY TRIAL WITH RESPECT TO SUCH DISPUTE TO THE FULLEST EXTENT ALLOWED BY LAW.**

**NOTICE:** This agreement to arbitrate disputes limits or waives certain of Grantor's rights. With respect to Claims Grantor is agreeing to arbitrate pursuant to this Mortgage. Grantor is waiving Grantor's right to bring a court action, and Grantor is waiving the right to have a jury trial on all controversies, whether settled by arbitration or by a court. Grantor cannot represent a class of claimants in the arbitration proceeding. Discovery may be more limited in arbitration than in a court proceeding, and the right and grounds to appeal from an arbitrator's award are more limited than in an appeal from a court judgment. Certain other rights Grantor has in a court proceeding also may not be available in arbitration.

**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.

**Joint and Several Liability.** All obligations of Grantor under this Mortgage shall be joint and several, and all references to Grantor shall mean each and every Grantor. 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.

**Waive Jury.** All parties to this Mortgage hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

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

**Borrower.** The word "Borrower" means DELBERT D SMITH and ESTHER K SMITH 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 November 1, 2007, with credit limit of \$100,000.00 from Grantor 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 November 1, 2027.

**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 DELBERT D SMITH and ESTHER K SMITH.

**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 and interest payable under the Credit Agreement and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to enforce obligations of Grantor under this Agreement, together with interest on such amounts as provided in this Agreement, and any and all other present or future, direct or contingent liabilities or indebtedness of any person who signs the Credit Agreement to the Lender of any nature whatsoever, whether classified as secured or unsecured, except that the word "Indebtedness" shall not include any debt subject to the disclosure requirements of the Federal Truth-in-Lending Act if, at the time such debt is incurred, any legally required disclosure of the lien afforded hereby with respect to such debt shall not have been made.

**Lender.** The word "Lender" means Regions 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.

**WHEN RECORDED MAIL TO:**



SMITH, DELBERT D

Record and Return To:  
Fiserv Lending Solutions  
P.O. BOX 2590  
Chicago, IL 60690

20072891054450

**This Mortgage prepared by:**

Name: Connie Stoves  
Company: Regions Bank  
Address: P.O. BOX 830721, BIRMINGHAM, AL 35283



**REGIONS**



\*DOC48502000000043271320006332470000000\*

**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 \$100,000.00., 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 November 1, 2007, is made and executed between DELBERT D SMITH, whose address is 6812 29 HWY N, MOLINO, FL 325779532; ESTHER K SMITH, whose address is 6812 29 HWY N, MOLINO, FL 325779532; husband and wife (referred to below as "Grantor") and Regions Bank, whose address is 235 East Nine Mile Road, Pensacola, FL 32534 (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 6812 HIGHWAY 29 N, MOLINO, FL 325770000.

**REVOLVING LINE OF CREDIT.** This Mortgage secures the indebtedness including, without limitation, a revolving line of credit under which, upon request by Grantor, Lender, within twenty (20) years from the date of this Mortgage, may make future advances to Grantor. 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 \$100,000.00, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:**

**PAYMENT AND PERFORMANCE.** Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due and shall strictly perform all of Grantor's obligations under this Mortgage.

**POSSESSION AND MAINTENANCE OF THE PROPERTY.** Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

**Possession and Use.** Until Grantor's interest in any or all of the Property is foreclosed, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

**Duty to Maintain.** Grantor shall maintain the Property in good condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

**Compliance With Environmental Laws.** Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe

FILE NO. 87-6084  
DOC. 300.00  
REC: 5.00  
TOTAL 305.00  
STATE OF FLORIDA  
COUNTY OF ESCAMBIA

# WARRANTY DEED

12-0103-185  
Tax ID # 12-0103-160

Prepared by & return to: Cathy Gibson  
Stewart Title of Pensacola, Inc.  
7200 North 9th Avenue A-4  
Pensacola, Florida 32504

ORBOOK 2343PC 146

KNOW ALL MEN BY THESE PRESENTS: That

DONNA JEAN LUCAS, DIVORCED AND UNREMARIED

Grantor\*  
for and in consideration of Ten Dollars (\$10.00) and other good and valuable considerations the receipt of which is hereby acknowledged has  
bargained, sold, conveyed and granted unto

DELBERT DWAYNE SMITH and ESTHER KATHAN SMITH, HUSBAND and WIFE

Grantee\*  
Address: 6812 Highway 29 North Cantonment, Florida 32533  
grantee's heirs, executors, administrators and assigns, forever, the following described property, situate, lying and being in the County of  
Escambia, State of Florida, to wit:

Commence at a concrete monument at the Northeast corner of Section 4, Township 2 North, Range 31 West, Escambia County, Florida; North 88 degrees 39 minutes 01 seconds West along the North line of said section for a distance of 2,495.80 feet to the East R/W line of U.S. Highway No. 29 (S.R. No. 95, 200' R/W); thence South 02 degrees 04 minutes 09 seconds West along said East line for a distance of 529.50 feet to the Point of Beginning; thence South 02 degrees 04 minutes 09 seconds West for a distance of 165.40 feet; thence South 88 degrees 39 minutes 01 seconds East for a distance of 477.19 feet; thence North 02 degrees 04 minutes 09 seconds East for a distance of 165.40 feet; thence North 88 degrees 39 minutes 01 seconds West for a distance of 477.19 feet to Point of Beginning. Containing 1.79 acres more or less and all lying and being in Section 4, Township 2 North, Range 31 West, Escambia County, Florida. Said parcel being subject to a 100 foot wide Gulf Power Easement.

16904

RECORDED IN  
PUBLIC RECORDS OF  
ESCAMBIA COUNTY, FLA.

28 3 16 PM '87

BOOK & PAGE NOTED ABOVE  
JOE A. FLOWERS, CLERK  
ESCAMBIA COUNTY

D.S. PD. \$ 300.00

DATE 1-28-87

JOE A. FLOWERS, COMPTROLLER

BY: D. Powers

CERT. REG #59 2043328-27-01

Subject to taxes for present year and any valid easements and restrictions of record affecting the above property, if any, which are not hereby reimposed. Subject also to oil, gas and mineral reservations of record.

Said grantor does fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever.

\*Wherever used herein, the term "grantee/grantor" shall include the heirs, personal representatives, successors and/or assigns of the respective parties hereto, the use of singular member shall include the plural, and the plural the singular, the use of any gender shall include the genders

IN WITNESS WHEREOF, grantor has hereunto set grantor's hand and seal on January 26, 1987

Signed, sealed and delivered  
in the presence of:

Donna Jean Lucas  
Cathy Gibson

Donna Jean Lucas (SEAL)  
Donna Jean Lucas (SEAL)  
(SEAL)  
(SEAL)

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

Before me the subscriber personally appeared DONNA JEAN LUCAS, divorced & unmarried

known to me, and known to me to be the individual described by said name in and who executed the foregoing instrument and acknowledged that, as grantor, executed the same for the uses and purposes therein set forth.

Given under my hand and seal on January 26, 1987

CLERK FILE NO.

Notary Public

My Commission Expires June 12, 1990

# 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.: 12-0103-160

CERTIFICATE NO.: 2016-7264

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

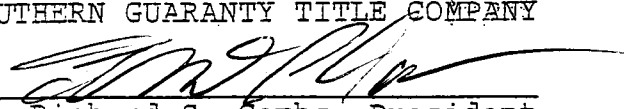
X     Homestead for 2017 tax year.

Delbert D. Smith  
Esther K. Smith  
6812 Hwy. 29 North  
Molino, FL 32577

Regions Bank  
P.O. Box 830721  
Birmingham, AL 35283

Certified and delivered to Escambia County Tax Collector,  
this 25th 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.

**PROPERTY INFORMATION REPORT  
CONTINUATION PAGE**

File No.: 14378

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

1. That certain mortgage executed by Delbert D. Smith and Esther K. Smith, husband and wife in favor of Regions Bank dated 11/01/2007 and recorded 11/26/2007 in Official Records Book 6252, page 64 of the public records of Escambia County, Florida, in the original amount of \$100,000.00.
2. Taxes for the year 2015-2017 delinquent. The assessed value is \$94,040.00. Tax ID 12-0103-160.

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.: 14378

**042N311201002001 - Full Legal Description**

BEG AT NE COR OF SEC N 88 DEG 39 MIN 01 SEC W ALG N LI OF SEC 2495 80/100 FT TO E R/W LI OF US HWY 29 (SR 95 200 FT R/W) S 02 DEG 04 MIN 09 SEC W ALG E LI 529 50/100 FT FOR POB S 02 DEG 04 MIN 09 SEC W 165 49/100 FT S 88 DEG 39 MIN 01 SEC E 477 19/100 FT N 02 DEG 04 MIN 09 SEC E 165 40/100 FT N 88 DEG 39 MIN 01 SEC W 477 19/100 FT TO POB OR 2343 P 146

**Southern Guaranty Title Company**

4400 Bayou Boulevard, Suite 13B

Pensacola, Florida 32503

Telephone: 850-478-8121

Facsimile: 850-476-1437

18-370

Redeemed

**PROPERTY INFORMATION REPORT**

File No.: 14378

May 25, 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 05-25-1998, through 05-25-2018, and said search reveals the following:

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

Delbert D. Smith and Esther K. Smith, husband and wife

2. The land covered by this Report is:

LEGAL DESCRIPTION IS ATTACHED HERETO AND MADE A PART HEREOF

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

SEE CONTINUATION PAGE ATTACHED HERETO AND MADE A PART HEREOF

4. Taxes:

SEE CONTINUATION PAGE ATTACHED HERETO AND MADE A PART HEREOF

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: 