

APPLICATION FOR TAX DEED

Section 197.502, Florida Statutes

512
R. 12/16

Application Number: 1900643

To: Tax Collector of ESCAMBIA COUNTY, Florida

I,

TLGFY, LLC CAPITAL ONE, N.A., AS COLLATER
PO BOX 54347
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
06-2271-000	2017/3056	06-01-2017	BEG AT SE COR OF LT 136 FOR POB N ALG E BOUNDARY OF LT 136 44 9/10 FT W 30 FT S TO A POINT INTER S BOUNDARY LI OF LT 136 E TO POB ALSO BEG AT SE COR OF LT 136 FOR POB S ALG E BOUNDARY LI OF LT 137 15 1/10 FT W 30 FT N TO POINT INTER S BOUNDARY LI OF LT 136 E ALG S BOUNDARY LI OF LT 136 TO POB ALSO W 5 FT OF E 35 FT LESS N 100 FT OF LT 136 AND E 35 FT OF LT 137 LESS N 15 1/10 FT OF E 30 FT KANEN PLACE NO 1 AND 2 PB 1/2 P 96/9 OR 4068 P 630

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, property information 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
TLGFY, LLC CAPITAL ONE, N.A., AS COLLATER
PO BOX 54347
NEW ORLEANS, LA 70154

08-29-2019
Application Date

Applicant's signature

*This certification must be surrendered to the Clerk of the Circuit Court no later than ten (10) days after this date.
06-2271-000 2017

BEG AT SE COR OF LT 136 FOR POB N ALG E BOUNDARY OF LT 136 44 9/10 FT W 30 FT S TO A POINT INTER S BOUNDARY LI OF LT 136 E TO POB ALSO BEG AT SE COR OF LT 136 FOR POB S ALG E BOUNDARY LI OF LT 137 15 1/10 FT W 30 FT N TO POINT INTER S BOUNDARY LI OF LT 136 E ALG S BOUNDARY LI OF LT 136 TO POB ALSO W 5 FT OF E 35 FT LESS N 100 FT OF LT 136 AND E 35 FT OF LT 137 LESS N 15 1/10 FT OF E 30 FT KANEN PLACE NO 1 AND 2 PB 1/2 P 96/9 OR 4068 P 630

Tax Collector's Certification

CTY-513

Tax Deed Application Number

1900643

Date of Tax Deed Application

Aug 29, 2019

This is to certify that **TLGFY, LLC CAPITAL ONE, N.A., AS COLLATER**, holder of **Tax Sale Certificate Number 2017 / 3056**, Issued the 1st Day of June, 2017 and which encumbers the following described property in the county of Escambia County, State of Florida, to wit: **06-2271-000**

Cert Holder:

TLGFY, LLC CAPITAL ONE, N.A., AS COLLATER
PO BOX 54347
NEW ORLEANS, LA 70154

Property Owner:

CARLISLE RALPH C III
1745 W LEONARD ST
PENSACOLA, FL 32501

BEG AT SE COR OF LT 136 FOR POB N ALG E BOUNDARY OF LT 136 44 9/10 FT W 30 FT S TO A POINT INTER S B (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
2017/3056	06-2271-000	06/01/2017	744.38	37.22	781.60
2018/3137	06-2271-000	06/01/2018	749.27	37.46	786.73

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
2019/2981	06-2271-000	06/01/2019	753.53	6.25	37.68	797.46

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

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

2,365.79
0.00
0.00
200.00
175.00

2,740.79

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

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

12.50

Done this the 20th day of September, 2019 Scott Lunsford, Tax Collector of Escambia County

Date of Sale: July 6, 2020

By

Jennifer N. Cassidy



Chris Jones Escambia County Property Appraiser

Real Estate Search

Tangible Property Search

Sale List

[Back](#)

✦ Navigate Mode ☒ Account ☐ Reference

Printer Friendly Version

General Information	
Reference:	172S301600139136
Account:	062271000
Owners:	CARLISLE RALPH C III
Mail:	1745 W LEONARD ST PENSACOLA, FL 32501
Situs:	1745 W LEONARD ST 32501
Use Code:	OFFICE, 1 STORY P
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window
Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector	

Assessments				
Year	Land	Imprv	Total	Cap Val
2019	\$6,381	\$33,546	\$39,927	\$39,927
2018	\$6,381	\$31,714	\$38,095	\$38,095
2017	\$6,062	\$30,944	\$37,006	\$37,006

[Disclaimer](#)

[Tax Estimator](#)

➤ [File for New Homestead Exemption Online](#)

Sales Data					
Sale Date	Book	Page	Value	Type	Official Records (New Window)
10/1996	4068	630	\$23,000	WD	View Instr
12/1987	2489	781	\$100	QC	View Instr
03/1979	1312	975	\$15,000	WD	View Instr
Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller					

2019 Certified Roll Exemptions
None

Legal Description
BEG AT SE COR OF LT 136 FOR POB N ALG E BOUNDARY OF LT 136 44 9/10 FT W 30 FT S TO A POINT INTER S BOUNDARY LI OF...

Extra Features
FRAME GARAGE

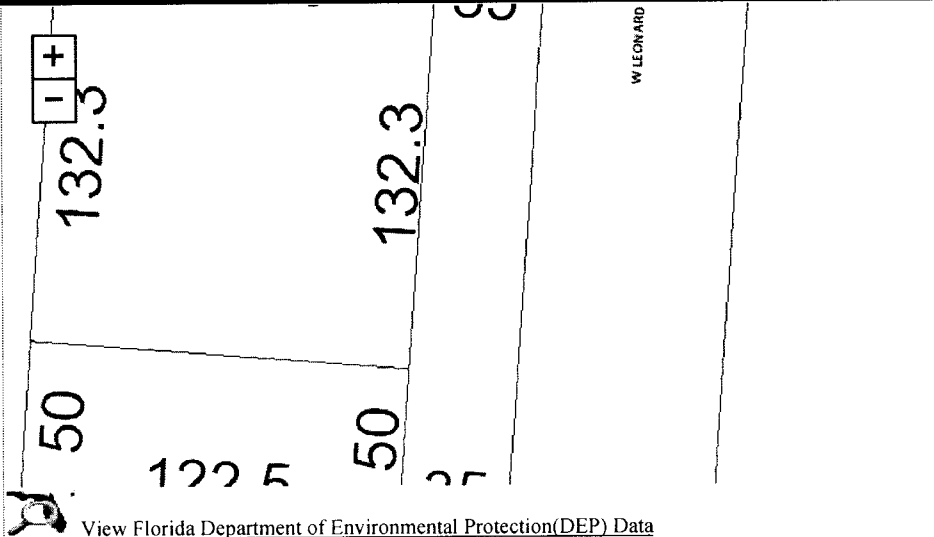
Parcel Information [Launch Interactive Map](#)

Section Map Id:
17-2S-30-1

Approx. Acreage:
0.1465

Zoned: P
HDR

Evacuation & Flood Information
[Open Report](#)



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

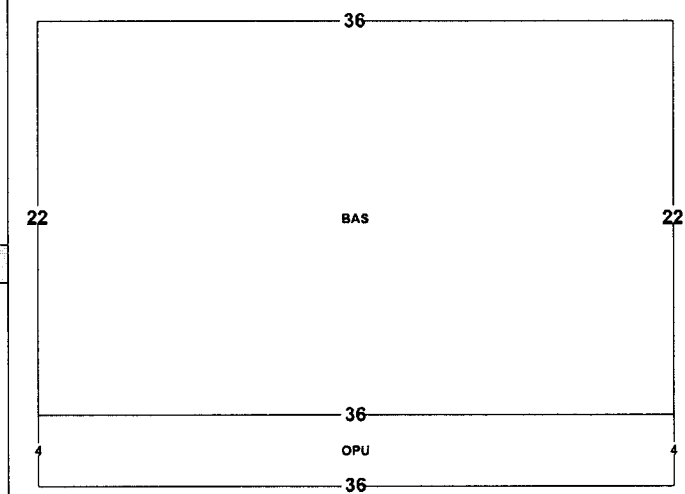
Buildings

Address: 1745 W LEONARD ST, Year Built: 1965, Effective Year: 1975

Structural Elements
DECOR/MILLWORK-AVERAGE
DWELLING UNITS-0
EXTERIOR WALL-CONCRETE BLOCK
FLOOR COVER-CARPET
FOUNDATION-SLAB ON GRADE
HEAT/AIR-CENTRAL H/AC

INTERIOR WALL-DRYWALL-PLASTER
NO. PLUMBING FIXTURES-2
NO. STORIES-1
ROOF COVER-METAL/MODULAR
ROOF FRAMING-GABLE
STORY HEIGHT-8
STRUCTURAL FRAME-MASONRY
PIL/STL

 Areas - 936 Total SF
BASE AREA - 792
OPEN PORCH UNF - 144



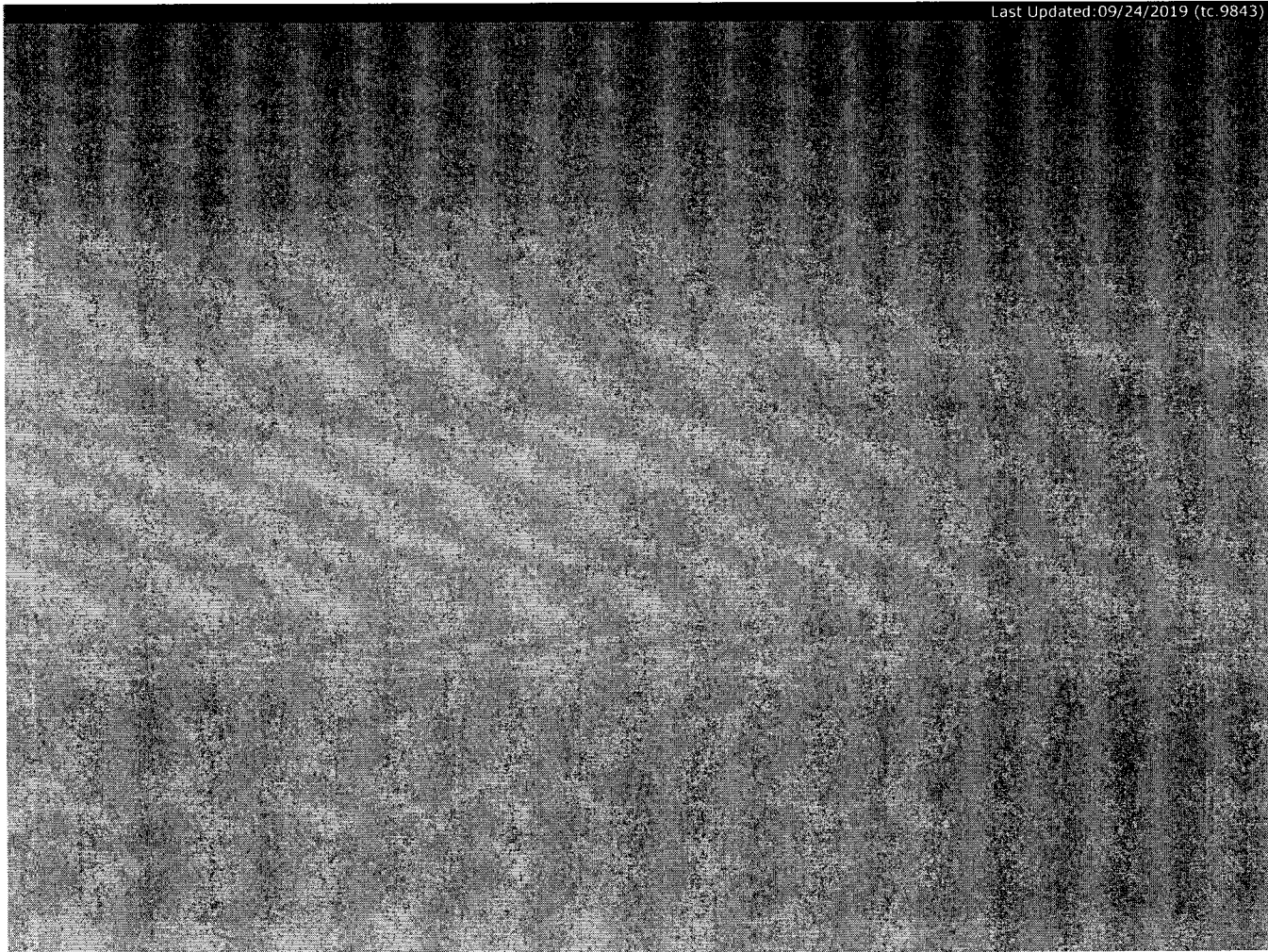
Images



6/22/12

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:09/24/2019 (tc.9843)



NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That **TLGFY LLC CAPITAL ONE NA AS COLLATER** holder of **Tax Certificate No. 03056**, issued the **1st day of June, A.D., 2017** has filed same in my office and has made application for a tax deed to be issued thereon. Said certificate embraces the following described property in the County of Escambia, State of Florida, to wit:

BEG AT SE COR OF LT 136 FOR POB N ALG E BOUNDARY OF LT 136 44 9/10 FT W 30 FT S TO A POINT INTER S BOUNDARY LI OF LT 136 E TO POB ALSO BEG AT SE COR OF LT 136 FOR POB S ALG E BOUNDARY LI OF LT 137 15 1/10 FT W 30 FT N TO POINT INTER S BOUNDARY LI OF LT 136 E ALG S BOUNDARY LI OF LT 136 TO POB ALSO W 5 FT OF E 35 FT LESS N 100 FT OF LT 136 AND E 35 FT OF LT 137 LESS N 15 1/10 FT OF E 30 FT KANEN PLACE NO 1 AND 2 PB 1/2 P 96/9 OR 4068 P 630

SECTION 17, TOWNSHIP 2 S, RANGE 30 W

TAX ACCOUNT NUMBER 062271000 (20-350)

The assessment of the said property under the said certificate issued was in the name of

RALPH C CARLISLE III

Unless said certificate shall be redeemed according to law, the property described therein will be sold to the highest bidder at public auction at 9:00 A.M. on the **first Monday** in the month of July, which is the **6th day of July 2020**.

Dated this 30th day of September 2019.

In accordance with the AMERICANS WITH DISABILITIES ACT, if you are a person with a disability who needs special accommodation in order to participate in this proceeding you are entitled to the provision of certain assistance. Please contact Emily Hogg not later than seven days prior to the proceeding at Escambia County Government Complex, 221 Palafox Place Ste 110, Pensacola FL 32502. Telephone: 850-595-3793.



PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

By:
Emily Hogg
Deputy Clerk

Escambia County Receipt of Transaction

Receipt # 2020007579

Cashiered by: mkj

Pam Childers
Clerk of Court
Escambia County, Florida

Received From

CARLISLE, CARY
1745 W LEONARD ST
PENSACOLA, FL 32501

On Behalf Of:

On: 1/28/20 11:18 am
Transaction # 101450087

CaseNumber 2017 TD 003056

Fee Description	Fee	Prior Paid	Waived	Due	Paid	Balance
(RECORD2) RECORD FEE FIRST PAGE	10.00	10.00	0.00	0.00	0.00	0.00
(TD4) PREPARE ANY INSTRUMENT	7.00	7.00	0.00	0.00	0.00	0.00
(TD7) ONLINE AUCTION FEE	70.00	70.00	0.00	0.00	0.00	0.00
(RECORD2) RECORD FEE FIRST PAGE	10.00	0.00	0.00	10.00	10.00	0.00
(TD1) TAX DEED APPLICATION	60.00	60.00	0.00	0.00	0.00	0.00
(TAXDEED) TAX DEED CERTIFICATES	320.00	320.00	0.00	0.00	0.00	0.00
(TAXDEED) TAX DEED CERTIFICATES	3140.88	0.00	0.00	3140.88	3140.88	0.00
(TD4) PREPARE ANY INSTRUMENT	7.00	0.00	0.00	7.00	7.00	0.00
Total:	3624.88	467.00	0.00	3157.88	3157.88	0.00

Grand Total: 3624.88 467.00 0.00 3157.88 3157.88 0.00

PAYMENTS

Payment Type	Reference		Amount	Refund	Overage	Change	Net Amount
CHECK	263755	OK	3157.88	0.00	0.00	0.00	3157.88
CHKNAME: CARY CARLISLE							
Payments Total:			3157.88	0.00	0.00	0.00	3157.88

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: 062271000 Certificate Number: 003056 of 2017**

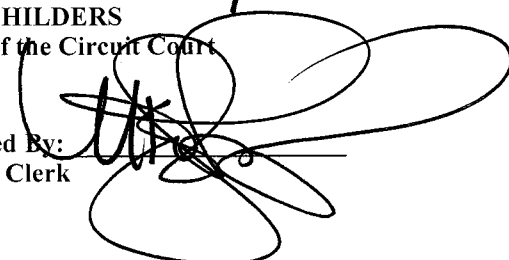
Payor: CARY CARLISLE 1745 W LEONARD ST PENSACOLA, FL 32501 Date 01/28/2020

Clerk's Check # 263755
Tax Collector Check # 1

Clerk's Total	\$544.06
Tax Collector's Total	\$3,205.52
Postage	\$60.00
Researcher Copies	\$0.00
Recording	\$10.00
Prep Fee	\$7.00
Total Received	\$3,826.58

Reduced \$ 3,157.88

**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>

RELEASE OF NOTICE OF APPLICATION FOR TAX DEED

Pursuant to § 197.502(5)(c), Florida Statutes, the Escambia County Clerk of Court fully releases the Notice of Tax Deed Application recorded at Official Records Book 8174, Page 1036, of Escambia County, for the tax certificate, tax deed, and property described below:

Tax Certificate No. Certificate No. 03056, issued the 1st day of June, A.D., 2017

TAX ACCOUNT NUMBER: 062271000 (20-350)

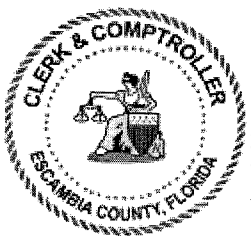
DESCRIPTION OF PROPERTY:

BEG AT SE COR OF LT 136 FOR POB N ALG E BOUNDARY OF LT 136 44 9/10 FT W 30 FT S
TO A POINT INTER S BOUNDARY LI OF LT 136 E TO POB ALSO BEG AT SE COR OF LT 136
FOR POB S ALG E BOUNDARY LI OF LT 137 15 1/10 FT W 30 FT N TO POINT INTER S
BOUNDARY LI OF LT 136 E ALG S BOUNDARY LI OF LT 136 TO POB ALSO W 5 FT OF E 35
FT LESS N 100 FT OF LT 136 AND E 35 FT OF LT 137 LESS N 15 1/10 FT OF E 30 FT KANEN
PLACE NO 1 AND 2 PB 1/2 P 96/9 OR 4068 P 630

SECTION 17, TOWNSHIP 2 S, RANGE 30 W

NAME IN WHICH ASSESSED: RALPH C CARLISLE III

Dated this 28th day of January 2020.



PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

By:
Emily Hogg
Deputy Clerk

Southern Guaranty Title Company

4400 Bayou Boulevard, Suite 13B

Pensacola, Florida 32503

Telephone: 850-478-8121

Facsimile: 850-476-1437

*W. J. Hall
20-350*

PROPERTY INFORMATION REPORT

File No.: 15864

April 6, 2020

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

Pursuant to your request, the Company has caused a search to be made of the Public Records of Escambia County, Florida, solely as revealed by records maintained from 04-06-2000, through 04-06-2020, and said search reveals the following:

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

Ralph Cary Carlisle, III

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: 

April 6, 2020

**PROPERTY INFORMATION REPORT
LEGAL DESCRIPTION**

File No.: 15864

April 6, 2020

172S301600139136 - Full Legal Description

BEG AT SE COR OF LT 136 FOR POB N ALG E BOUNDARY OF LT 136 44 9/10 FT W 30 FT S TO A POINT INTER S BOUNDARY LI OF LT 136 E TO POB ALSO BEG AT SE COR OF LT 136 FOR POB S ALG E BOUNDARY LI OF LT 137 15 1/10 FT W 30 FT N TO POINT INTER S BOUNDARY LI OF LT 136 E ALG S BOUNDARY LI OF LT 136 TO POB ALSO W 5 FT OF E 35 FT LESS N 100 FT OF LT 136 AND E 35 FT OF LT 137 LESS N 15 1/10 FT OF E 30 FT KANEN PLACE NO 1 AND 2 PB 1/2 P 96/9 OR 4068 P 630

**PROPERTY INFORMATION REPORT
CONTINUATION PAGE**

File No.: 15864

April 6, 2020

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

1. That certain mortgage executed by Ralph Cary Carlisle, III in favor of Alleghany Casualty Co. dated 12/03/2004 and recorded 12/23/2004 in Official Records Book 5546, page 1393 of the public records of Escambia County, Florida, in the original amount of \$150,000.00.
2. All Taxes Paid. The assessed value is \$39,927.00. Tax ID 06-2271-000.

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.

SOUTHERN GUARANTY TITLE COMPANY

4400 BAYOU BLVD., SUITE 13-B, CORDOVA SQUARE
PENSACOLA, FLORIDA 32503

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

Email: rcsgt@aol.com

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

CERTIFICATION: TITLE SEARCH FOR TDA

TAX DEED SALE DATE: July 6, 2020

TAX ACCOUNT NO.: 06-2271-000

CERTIFICATE NO.: 2017-3056

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.

Ralph Cary Carlisle, III
1745 W. Leonard St.
Pensacola, FL 32501

Allegheny Casualty Co.
One Newark Center, 20th Floor
Newark, NJ 07102

Certified and delivered to Escambia County Tax Collector,
this 7th day of April, 2020.

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.

15.00
161.00
176.00

This instrument prepared by:
JEFFREY T. SAUER, ESQUIRE
Smith, Sauer & DeMaria
P.O. Box 12446
Pensacola, FL 32582-2446

WARRANTY DEED

THIS INDENTURE made this 11 day of October, 1996 by Brenda Stuart, unmarried widow of Don Stuart, GRANTOR, whose post office address is 3171 Fritz Lane, Pahrump, NV 89041 and Ralph Cary Carlisle, III, GRANTEE, whose post office address is P.O. Box 6464 Pahrump NV-89041 and whose social security number is 530-70-7382.

W I T N E S S E T H:

That said Grantor, for and in consideration of the sum of TEN AND 00/100 DOLLARS (\$10.00) and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the Grantee, his heirs, legal representatives, successors and assigns, forever the following described land situated, lying and being in Escambia County, Florida, to-wit:

SEE ATTACHED SCHEDULE "A"

PARCEL IDENTIFICATION NUMBER: 17-1S-30-1600-139-136

SUBJECT TO taxes for the current and subsequent years, zoning ordinances, restrictions, reservations, limitations and easements of record.

Said Grantor hereby fully warrants the title to said land, and will defend the same against the lawful claims of all persons whomsoever. Grantor and Don Stuart were continuously married to each other from June 4, 1987 to the date of his death, June 26, 1996.

IN WITNESS WHEREOF, Grantor has hereunto set his hand and seal the day and year first above written.

WITNESSES:

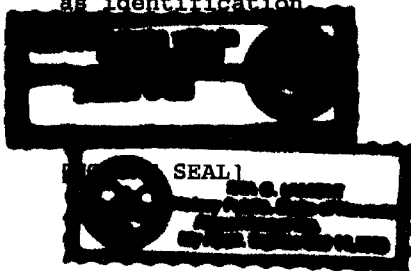
Don Jansson
Printed Name: Don Jansson

Brenda Stuart
BRENDA STUART

Rita C. Lamont
Printed Name: Rita C. Lamont

STATE OF NEVADA
COUNTY OF Nye

The foregoing instrument was acknowledged before me this 11 day of October, 1996, by Brenda Stuart (✓) who is personally known to me or (✓) who has produced NEVADA DRIVER'S LICENSE as identification.



Rita C. Lamont
NOTARY PUBLIC
Printed Name: RITA C. LAMONT
State of NEVADA
My commission expires: 10/11/96

EXHIBIT "A"

Parcel "A": Beginning at the Southeast corner of Lot 136 for a point of beginning; thence continue Northerly along the East boundary of Lot 136 a distance of 44.90 feet; thence Westerly parallel with the North boundary line of Lot 136 a distance of 30.00 feet; thence Southerly parallel with the East boundary line of Lot 136 to a point intersecting the South boundary line of Lot 136; thence Easterly to the point of beginning; also the following described property; Beginning at the Southeast corner of Lot 136 for a point of beginning; thence Southerly along the East boundary line of Lot 137 a distance of 15.10 feet; thence Westerly parallel with the North boundary line of Lot 136 a distance of 30.00 feet; thence Northerly parallel with the East boundary line of Lot 137 to a point intersecting the South boundary line of Lot 136; thence Easterly along the South boundary line of Lot 136 to the point of beginning, all in Kanen Place, Unit #2 being a subdivision of Lot 10, Section 17, Township 2 South, Range 30 West, according to the map of C.H. Overman, C. E., dated August, 1945 and recorded in Plat Book 2 at page 9 of the public records of Escambia County, Florida; containing a parcel of land 30 feet by 60 feet.

Parcel "B": The West 5.00 feet of the East 35.00 feet, less therefrom the North 100.00 feet of Lot 136 and the East 35.00 feet of Lot 137, less therefrom the North 15.10 feet of the East 30.00 feet, all in Kanen Place, Unit #2, being a subdivision of Lot 10, Section 17, Township 2 South, Range 30 West, according to a map of C.H. Overman, C. E., dated August, 1945 and recorded in Plat Book 2 at page 9 of the public records of Escambia County, Florida.

RCD Nov 04, 1996 12:08 pm
Escambia County, Florida

STATE OF FLORIDA
COUNTY OF ESCAMBIA

Ernie Lee Magaha
Clerk of the Circuit Court
INSTRUMENT 96-337886

ABUTTING ROADWAY MAINTENANCE DISCLOSURE

ATTENTION: Pursuant to Escambia County Ordinances Chapter 1-29.2, Article V, Sellers of residential lots are required to disclose to buyers whether abutting roadways will be maintained by Escambia County. The disclosure must additionally provide that Escambia County does not accept roads for maintenance that have not been built or improved to meet county standards. Escambia County Code of Ordinance Chapter 1-29.2, Article V requires this disclosure be attached along with other attachments to the deed or other method conveyance required to be made part of the public records of Escambia County, Florida. Note: Acceptance for filing by County employees of this disclosure shall in no way be construed as an acknowledgement by the County of the veracity of any disclosure statement.

Name of Roadway: W. Leonard Street
Legal Address of Property: 1745 W. Leonard Street, Pensacola, FL

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

This form completed by: Smith, Sauer & DeMaria, 510 East Zaragoza Street, Pensacola, Florida 32501 (Information provided by Escambia County, Florida)

As to Seller:

Brenda Stuart
BRENDA STUART

Don Janssen
Witness Name: Don Janssen
Rita C. Lamont
Witness Name: Rita C. Lamont

As to Buyer:

Ralph Cary Carlisle, III
RALPH CARY CARLISLE, III

Sharon K. Hunkley
Witness Name: Sharon K. Hunkley
Jeffrey T. Shuba
Witness Name: Jeffrey T. Shuba

525.00
300.00
44.00

OR BK 5546 PG1393
Escambia County, Florida
INSTRUMENT 2004-315561

MTS INC STAMPS PD @ ESC CO \$ 525.00
12/23/04 ERNIE LEE MAGNIA, CLERK

INTANGIBLE TAX PD @ ESC CO \$ 300.00
12/23/04 ERNIE LEE MAGNIA, CLERK

Prepared by and return to
Edward Sheppard
PO Box 160607
Miami, Florida 33116-0607
305-596-8878

(Space above this line for recording data)

MORTGAGE

This Indenture, made this 3 day of December, 2004 by and between Ralph Cary Carlisle III, whose address is 1745 West Leonard Street, Pensacola, Florida 32501 (hereinafter referred to as the Mortgagors and/or undersigned) and Allegheny Casualty Company with its Bail Department located at One Newark Center, 20th Floor, Newark, NJ 07102 (hereinafter referred to as the Mortgagee and/or Surety):

The terms "Mortgagor" and Mortgagee" shall include heirs, personal representatives, successors, legal representatives and assigns, and shall denote the singular and/or the plural, and the masculine and/or the feminine and natural and/or artificial persons, and/or corporations, whenever and wherever the context so admits or requires.

WHEREAS, at the request of the Mortgagors, and upon the security hereof with its corresponding Note, Allegheny Casualty Company, Mortgagee, agrees to execute a certain CONTRACT, dated October 1st, 2004 by and between Ralph Cary Carlisle III and Allegheny Casualty Company, for the execution of certain types of surety bonds in criminal matters. The purpose of this Mortgage and the Note it secures is to indemnify the Mortgagor/Surety against any and all loss, costs or expense of any nature whatsoever, which it may incur as a result of the execution of said Contract.

Witnesseth, that the said Mortgagors, for and in consideration of the execution of the aforementioned Contract and of the aggregate sum as set forth in the Note, a copy of which is attached hereto and made a part hereof, the receipt of which is hereby acknowledged, does grant, bargain and sell to the said Mortgagee, its successors and assigns, in fee simple, the following described land, situate, lying and being in the County of Escambia County, State of Florida, to-wit:

SEE SCHEDULE "A"

And the said Mortgagors do hereby fully warrant the title to said land, shall pay the obligations of every nature thereon promptly when due, and will defend the same against the claims and demands of all persons and/or entities.

Provided always, that the Mortgagors waive all notices and demands and shall pay all cost of collection incurred by the Mortgagee in connection herewith, whether suit be brought or not, including attorney fees, appellate attorney fees and collection agency fees. Provided further that if any sum herein remains unpaid ten (10) days after the same becomes due, such payment shall be considered in default and bear interest at the highest rate allowed by law. The Mortgagee may

Initials CC

then foreclose this Mortgage, notwithstanding any exemption, including homestead, which may be available by law, and shall be entitled to recover forthwith any deficiency that may occur.

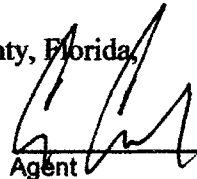
Mortgagors, jointly and severally, absolutely and unconditionally hereby further covenant, promise and undertake, agree and bind themselves, their representatives, successors, heirs and assigns as follows:

1. To pay, upon demand, the amounts due and payable by virtue of said Note, of aforementioned Contract, and of this Mortgage, or any one or more of them.
2. To keep the buildings now or hereafter on the land insured in such form and amount satisfactory to the Mortgagee with a loss payable clause in favor of said Mortgagee: and, to furnish Mortgagee with copy of the policy showing Mortgagee as loss payee within ten (10) days of the date hereof. If Mortgagors fail to provide such policy copies as provided herein, then the Mortgagee may purchase such coverage and shall add any such payments to the principal balance owed on the Mortgage, and such payments shall accrue interest at the maximum rate of interest permitted by law. In the event any sum of money becomes payable under such policy, Mortgagee, its legal representatives or assigns, shall have the option to receive and apply the same on account of the indebtedness hereby secured or to permit Mortgagors to receive and use it or any part thereof for repair or replacement, without thereby waiving or impairing any equity, lien or right under or by virtue of the Mortgage. In the event of loss, Mortgagors shall have immediate notice to Mortgagee via the speediest written method.
3. To permit, commit or suffer no waste, impairment or deterioration of the property, or any part thereof.
4. To permit no other lien or mortgage to be placed ahead of this Mortgage.
5. Mortgagors shall provide proof of payment of annual real estate taxes by each March 15th, for the preceding year's taxes. In the event the Mortgagors do not pay the taxes by such date, the Mortgagee may pay the taxes and the full amount of such payment by Mortgagee shall be added to the balance owed to the Mortgagee and shall accrue interest at the highest rate allowed by law.
6. the Mortgagee may, at any time pending a suit upon the Mortgage, apply to the court having jurisdiction thereof for the appointment of a receiver, and such court shall forthwith appoint a receiver; and such receiver shall have all the broad and effective functions and powers in anywise entrusted by a court to a receiver and such appointment shall be made by such court as an admitted equity and a matter of absolute right to said Mortgagee. The rents, profits, income, issues, and revenues shall be applied by such receiver according to the lien of this Mortgage and in accordance with the terms of the Contract referenced herein.
7. The acquiescence of the Mortgagee (Surety) in any default by the Mortgagors shall not constitute a waiver of such default. If any provision of this Mortgage, the Note or the Contract, is void or unenforceable under the law, this Mortgage, the Note and the Contract, or any one or more of them, shall not be void but shall be construed and enforced as though such provision was omitted.

Initials CC

8. The term "Surety" in this Mortgage, in the Note and/or in the Contract, shall include this Surety and every surety company, and their agents, co-sureties, re-insurers, successors and assigns, on bonds executed by, through or at the request of Ralph Cary Carlisle III. The rights given to the Mortgagee (Surety) herein shall be in addition to any rights that such Mortgagee (Surety) may have under separate agreements or applicable law.
9. This Mortgage and the Note hereby secured shall be construed and enforced according to the Laws of the State of Florida; however, the Contract shall be construed and enforced according to the Laws of the State of New Jersey.

SIGNED, SEALED AND DELIVERED at Escambia County, Florida,
on the 3 day of Dec, 2004, A.D.


Agent

WITNESS,

Tony L Henderson
Tony L Henderson
Printed name

WITNESS,

Kimberlie Miller
Kimberlie Miller
Printed name

Before me, a Notary Public, on the above-written date, did personally appear

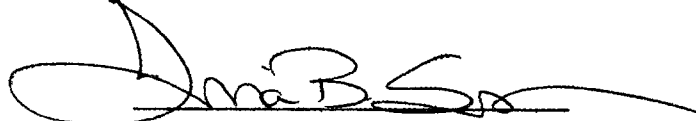
Cary Carlisle, and _____, ☒ personally known to me

or () who produced the following as identification:

as to _____
Owner/Signer Type of ID

and who each took an oath and each acknowledged this execution as his/her free and deed.

(seal)



NOTARY PUBLIC
Tina B. Smith
MY COMMISSION # DD101486 EXPIRES
March 22, 2006
BONDED THRU TROY FAIR INSURANCE, INC.

"SCHEDULE A"

Parcel "A", beginning at the Southeast corner of Lot 136 for a point of beginning; thence continue Northerly along the East boundary of Lot 136 a distance of 44.50 feet; thence Westerly parallel with the north boundary line of Lot 136 a distance of 30.00 feet; thence Southerly parallel with the East boundary line of Lot 136 to a point intersecting the point of beginning; also the following described property; Beginning at the Southeast corner of Lot 136 for a point of beginning; thence Southerly along the East boundary line of Lot 137 a distance of 15.10 feet; thence Westerly parallel with the North boundary line of Lot 136 a distance of 30.00 feet; thence Northerly parallel with the East boundary line of Lot 137 to a point intersecting the South boundary line of Lot 136; thence Easterly along the South boundary line of Lot 136; thence Easterly along the South boundary line of Lot 136 to the point of beginning, all in Kanan Place, Unit #2 being a subdivision of Lot 10, Section 17, Township 2 South, Range 30 West, according to the map of C.H. Overman, C.E., dated August, 1945 and recorded in Plat Book 2 at Page 9 of the public records of Escambia County, Florida; containing a parcel of land 30 feet by 60 feet.

Parcel "B", The West 5.00 feet of the East 35.00 feet, less therefrom the North 100.00 feet of Lot 136 and the East 35.00 feet of Lot 137, less therefrom the North 15.10 feet of the East 30.00 feet, all in Kanan Place, Unit #2, being a SUBDIVISION OF Lot 10, Section 17, Township 2 South, Range 30 West, according to a map of C. H. Overman, C.E. , dated August, 1945 and recorded in Plat Book 2 at Page 9 of the public records of Escambia County, Florida.

AKA: 1745 WEST LEONARD STREET, PENSACOLA, FLORIDA 32501

MORTGAGE NOTE

\$150,000.00

DATE: Dec 3, 2004, 2004

FOR VALUE RECEIVED and in consideration of the entry into CONTRACT dated October 1st, 2004, by and between Ralph Cary Carlisle III and Allegheny Casualty Company, the Undersigned, Ralph Cary Carlisle III, as security laydown for said CONTRACT do hereby promise to pay to the order of Allegheny Casualty Company, the sum of One Hundred Fifty Thousand Dollars (\$150,000.00) together with interest thereon at the highest legal rate at the Bail Department of said Allegheny Casualty Company, located at One Newark Center, 20th Floor, Newark, NJ 07102.

PROVIDED, HOWEVER, that if no CONTRACT is entered into between Ralph Cary Carlisle III on October 1st, 2004, or any other date, then this NOTE shall be null and void; otherwise, to remain in full force and effect.

PROVIDED FURTHER, that in the event of default by Ralph Cary Carlisle III, of any term or covenant of said CONTRACT, then the entire principal sum of this NOTE, together with any interest, shall be due and payable upon demand; and,

The Undersigned makers of this NOTE further agree:

To waive demand, notice of nonpayment 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 or collection agency, to pay such attorney or collection fee. Deferred interest payments, if permitted hereunder, shall bear interest at the highest rate allowable by law from date of demand until paid; and,

That for any agreed payment hereunder that is received by Allegheny Casualty Company, more than ten (10) days after the due date thereof, there shall be a "Late Payment Charge" equal to five (5%) percent of the amount of such payment, in addition to the aforementioned interest thereon; and

That Allegheny Casualty Company's failure to immediately exercise any collection option shall not constitute a waiver of its right to exercise the same at any future time.

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, the CONTRACT referenced herein, however, is to be construed and enforced in accordance with the Laws of the State of New Jersey.

Executed at Escambia County, Florida, on the date above written.

WITNESS:

Tony Z. Henderson
Printed name

R. Cary Carlisle III
R. Cary Carlisle III
Printed name

WITNESS:

Kimberlie Miller
Kimberlie Miller
Printed name

RCD Dec 23, 2004 09:36 am
Escambia County, Florida

ERNIE LEE MAGAHA
Clerk of the Circuit Court
INSTRUMENT 2004-315561