

**Tax Collector's Certification**

CTY-513

**Tax Deed Application Number**  
1900455

**Date of Tax Deed Application**  
Apr 30, 2019

This is to certify that **BEAMIF A LLC**, holder of **Tax Sale Certificate Number 2017 / 3609**, 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: **07-1681-000**

Cert Holder:  
**BEAMIF A LLC**  
**PO BOX 885**  
**BOCA RATON, FL 33429**

Property Owner:  
**ORTIZ BELINDA K**  
**44 PEN HAVEN DR**  
**PENSACOLA, FL 32506**  
LT 41 BLK 4 1ST ADDN TO PEN HAVEN PB 3 P 14 OR 6844 P  
1925 CA 173

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
2017/3609	07-1681-000	06/01/2017	259.06	85.49	344.55

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
2018/3677	07-1681-000	06/01/2018	379.03	6.25	18.95	404.23

**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	748.78
2. Total of Delinquent Taxes Paid by Tax Deed Applicant	0.00
3. Total of Current Taxes Paid by Tax Deed Applicant	335.03
4. Property Information 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)	1,458.81

**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.	19,631.00
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	6.25
19. Total Amount to Redeem	

Done this the 13th day of May, 2019 Scott Lunsford, Tax Collector of Escambia County

Date of Sale: 4-6-2020

By 

\*This certification must be surrendered to the Clerk of the Circuit Court no later than ten (10) days after this date.  
07-1681-000 2017

**APPLICATION FOR TAX DEED**  
Section 197.502, Florida Statutes

512  
R. 12/16

Application Number: 1900455

To: Tax Collector of ESCAMBIA COUNTY, Florida

I,  
BEAMIF A LLC  
PO BOX 885  
BOCA RATON, FL 33429,

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
07-1681-000	2017/3609	06-01-2017	LT 41 BLK 4 1ST ADDN TO PEN HAVEN PB 3 P 14 OR 6844 P 1925 CA 173

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  
BEAMIF A LLC  
PO BOX 885  
BOCA RATON, FL 33429

04-30-2019  
Application Date

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



# Chris Jones Escambia County Property Appraiser

[Real Estate Search](#)

[Tangible Property Search](#)

[Sale List](#)

← Navigate Mode  Account  Reference →

[Printer Friendly Version](#)

General Information	
<b>Reference:</b>	342S301151410004
<b>Account:</b>	071681000
<b>Owners:</b>	ORTIZ BELINDA K
<b>Mail:</b>	44 PEN HAVEN DR PENSACOLA, FL 32506
<b>Situs:</b>	44 PEN HAVEN DR 32506
<b>Use Code:</b>	SINGLE FAMILY RESID
<b>Taxing Authority:</b>	COUNTY MSTU
<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
2018	\$7,000	\$37,499	\$44,499	\$39,262
2017	\$7,000	\$34,333	\$41,333	\$38,455
2016	\$7,000	\$25,324	\$32,324	\$29,873

[Disclaimer](#)

**Tax Estimator**

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

Sales Data						Official Records (New Window)
Sale Date	Book	Page	Value	Type		
04/17/2012	6844	1924	\$100	OT		<a href="#">View Instr</a>
04/13/2012	6844	1925	\$27,000	WD		<a href="#">View Instr</a>
08/2004	5493	445	\$100	CJ		<a href="#">View Instr</a>
01/1972	636	351	\$10,500	WD		<a href="#">View Instr</a>
01/1969	452	409	\$8,500	WD		<a href="#">View Instr</a>

Official Records Inquiry courtesy of Pam Childers  
Escambia County Clerk of the Circuit Court and Comptroller

2018 Certified Roll Exemptions
HOMESTEAD EXEMPTION

Legal Description
LT 41 BLK 4 1ST ADDN TO PEN HAVEN PB 3 P 14 OR 6844 P 1925 CA 173

Extra Features
CARPORT FRAME BUILDING OPEN PORCH

**Parcel Information**

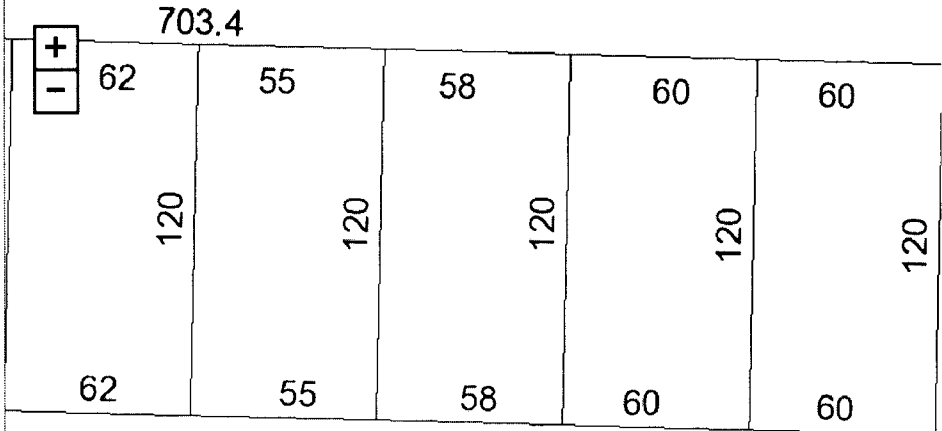
[Launch Interactive Map](#)

**Section Map Id:**  
CA173

**Approx. Acreage:**  
0.1653

**Zoned:**   
MDR

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



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


**Buildings**

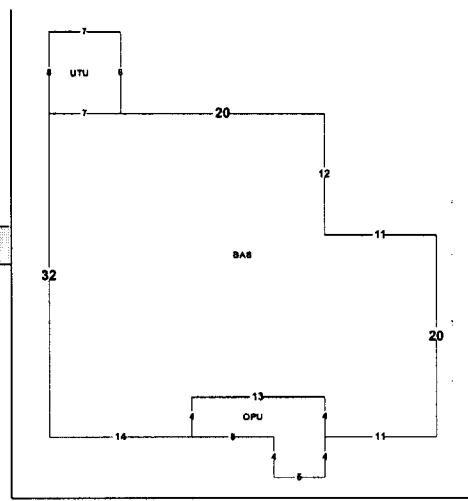
Address:44 PEN HAVEN DR, Year Built: 1953, Effective Year: 1953

**Structural Elements**

FOUNDATION  
FLOORING  
CEILING  
PARTITION  
DOOR/FRAME  
ROOFING

**HEAT/AIR-CENTRAL H/AC**  
**INTERIOR WALL-DRYWALL-PLASTER**  
**NO. PLUMBING FIXTURES-3**  
**NO. STORIES-1**  
**ROOF COVER-ROLLED ROOFING**  
**ROOF FRAMING-GABLE**  
**STORY HEIGHT-0**  
**STRUCTURAL FRAME-MASONRY PIL/STL**

 Areas - 1160 Total SF  
**BASE AREA - 1032**  
**OPEN PORCH UNF - 72**  
**UTILITY UNF - 56**



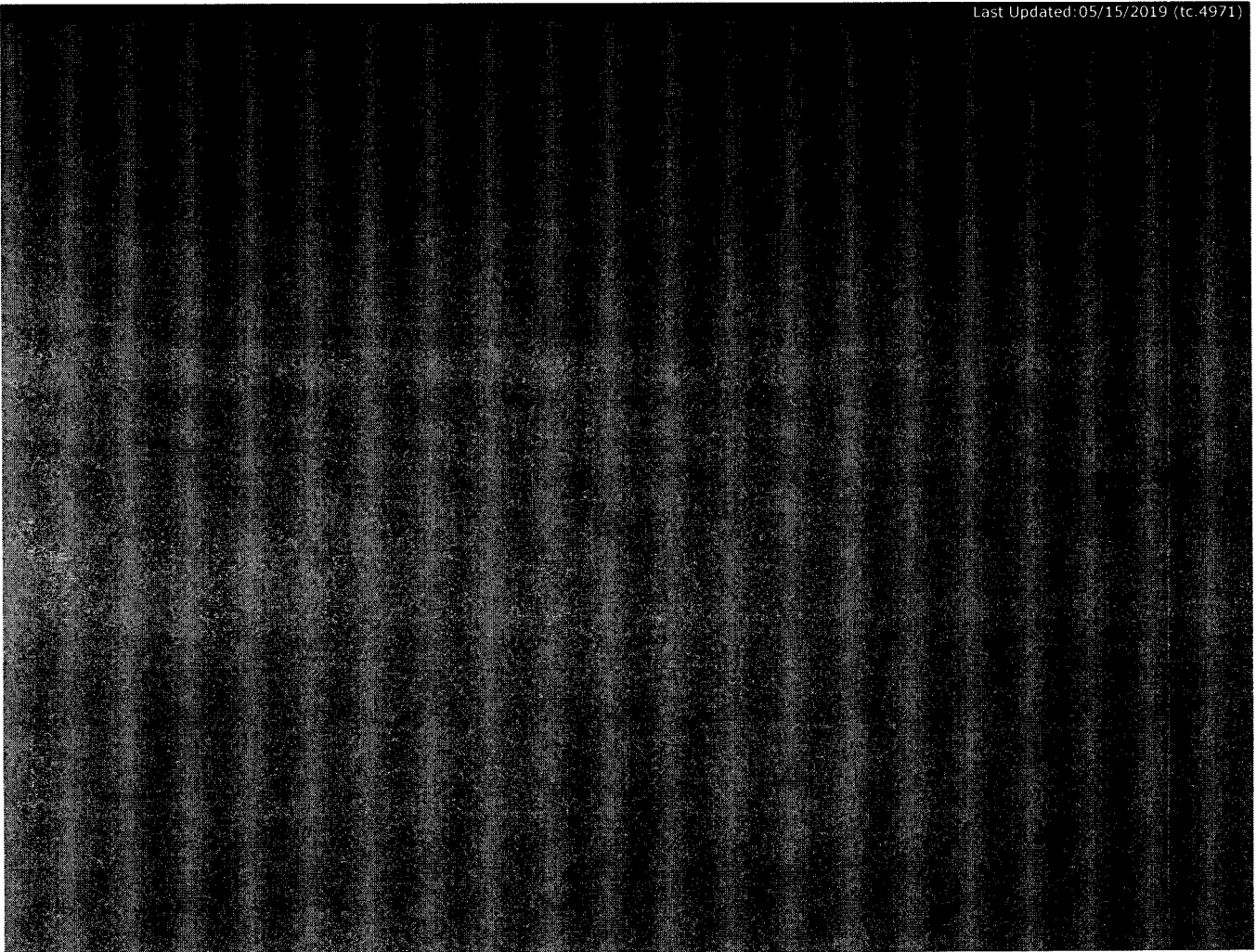
Images



12/8/16

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

Last Updated: 05/15/2019 (tc.4971)



## NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That **BEAMIF A LLC** holder of **Tax Certificate No. 03609**, 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:

**LT 41 BLK 4 1ST ADDN TO PEN HAVEN PB 3 P 14 OR 6844 P 1925 CA 173**

**SECTION 34, TOWNSHIP 2 S, RANGE 30 W**

**TAX ACCOUNT NUMBER 071681000 (20-152)**

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

**BELINDA K ORTIZ**

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 **April**, which is the **6th** day of **April 2020**.

Dated this 20th day of June 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

**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: 071681000 Certificate Number: 003609 of 2017**

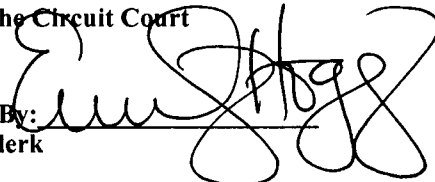
**Payor: HENRY GRACE 42 PEN HAVEN DR PENSACOLA FL 32506 Date 01/09/2020**

Clerk's Check #	1	Clerk's Total	\$551.06
Tax Collector Check #	1	Tax Collector's Total	\$1,727.65
		Postage	\$60.00
		Researcher Copies	\$40.00
		Recording	\$10.00
		Prep Fee	\$7.00
		Total Received	<del>\$2,395.71</del>

**#1,872.05**

**\$1,889.05**

**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 # 2017 TD 003609**

**Redeemed Date 01/09/2020**

**Name HENRY GRACE 42 PEN HAVEN DR PENSACOLA FL 32506**

Clerk's Total = TAXDEED	\$551.06	
Due Tax Collector = TAXDEED	<del>\$1,727.65</del>	\$1872.05
Postage = TD2	<del>\$60.00</del>	
ResearcherCopies = TD6	<del>\$40.00</del>	
Release TDA Notice (Recording) = RECORD2	\$10.00	
Release TDA Notice (Prep Fee) = TD4	\$7.00	

• 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: 071681000 Certificate Number: 003609 of 2017

Redemption  Yes  No   
 Application Date    
 Interest Rate

	Final Redemption Payment ESTIMATED	Redemption Overpayment ACTUAL
	Auction Date <input type="text" value="04/06/2020"/>	Redemption Date <input type="text" value="01/09/2020"/>
Months	12	9
Tax Collector	<input type="text" value="\$1,458.81"/>	<input type="text" value="\$1,458.81"/>
Tax Collector Interest	\$262.59	\$196.94
Tax Collector Fee	<input type="text" value="\$6.25"/>	<input type="text" value="\$6.25"/>
Total Tax Collector	\$1,727.65	<input type="text" value="\$1,662.00"/> TC
Record TDA Notice	<input type="text" value="\$17.00"/>	<input type="text" value="\$17.00"/>
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	\$84.06	\$63.05
Total Clerk	\$551.06	<input type="text" value="\$530.05"/> CH
Release TDA Notice (Recording)	<input type="text" value="\$10.00"/>	<input type="text" value="\$10.00"/>
Release TDA Notice (Prep Fee)	<input type="text" value="\$7.00"/>	<input type="text" value="\$7.00"/>
Postage	<input type="text" value="\$60.00"/>	<input type="text" value="\$0.00"/>
Researcher Copies	<input type="text" value="\$40.00"/>	<input type="text" value="\$0.00"/>
Total Redemption Amount	\$2,395.71	\$2,209.05
	Repayment Overpayment Refund Amount	\$186.66
Book/Page	<input type="text" value="8116"/>	<input type="text" value="148"/>

Notes



## 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 8116, Page 148, of Escambia County, for the tax certificate, tax deed, and property described below:

Tax Certificate No. Certificate No. 03609, issued the 1st day of June, A.D., 2017

TAX ACCOUNT NUMBER: 071681000 (20-152)

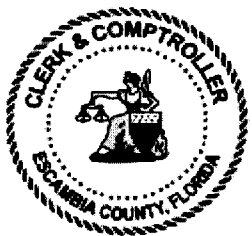
DESCRIPTION OF PROPERTY:

LT 41 BLK 4 1ST ADDN TO PEN HAVEN PB 3 P 14 OR 6844 P 1925 CA 173

SECTION 34, TOWNSHIP 2 S, RANGE 30 W

NAME IN WHICH ASSESSED: BELINDA K ORTIZ

Dated this 9th 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

20-152

Redeemed

**PROPERTY INFORMATION REPORT**

File No.: 15686

January 8, 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 01-08-2000, through 01-08-2020, and said search reveals the following:

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

Belinda K. Ortiz

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: 

January 8, 2020

**PROPERTY INFORMATION REPORT  
LEGAL DESCRIPTION**

File No.: 15686

January 8, 2020

**Lot 41, Block 4, First Addition to Pen Haven, as per plat thereof, recorded in Plat Book 3, Page 14, of the Public Records of Escambia County, Florida**

**PROPERTY INFORMATION REPORT  
CONTINUATION PAGE**

File No.: 15686

January 8, 2020

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

1. That certain mortgage executed by Belinda K. Ortiz in favor of Beach Community Bank dated 04/13/2012 and recorded 04/17/2012 in Official Records Book 6844, page 1929 of the public records of Escambia County, Florida, in the original amount of \$22,950.00.
2. Civil Restitution Lien filed by State of Florida/Herndon Oil Company recorded in O.R. Book 4513, page 1427.
3. Taxes for the year 2016-2018 delinquent. The assessed value is \$47,740.00. Tax ID 09-1681-000.

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: rcsqt@aol.com

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

CERTIFICATION: TITLE SEARCH FOR TDA

TAX DEED SALE DATE: April 6, 2020

TAX ACCOUNT NO.: 07-1681-000

CERTIFICATE NO.: 2017-3609

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  
State of Florida/  
   X   Notify Escambia County, 190 Governmental Center, 32502  
   X   Homestead for 2019 tax year.

Belinda K. Ortiz  
44 Pen Haven Dr.  
Pensacola, FL 32506

Beach Community Bank  
P.O. Box 4400  
Ft. Walton Beach, FL 32549

Herndon Oil Co.  
P.O. Box 655  
Abbeville, AL 36310

Certified and delivered to Escambia County Tax Collector,  
this 9th day of January, 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.

Prepared by and return to:

Janice S. Sugar  
David A. Sapp, Attorney at Law, PLLC  
801 E. Cervantes Street, Suite B  
Pensacola, FL 32501  
850-475-0500  
File Number: 12-03-02-BCB  
Will Call No.: 092012-270

[Space Above This Line For Recording Data]

## Warranty Deed

This Warranty Deed made this 13<sup>th</sup> day of April, 2012, between Diane Roper, whose post office address is 7876 Parkwood Drive, Milton, FL 32570; Joe Padgett, whose post office address is 2753 Lookout Trail, Milton, FL 32571; David Fountain Padgett, whose post office address is 2042 Silverado Court, Pensacola, FL 32506; and Georgia Padgett McCormick, formerly known as Georgia Padgett, whose post office address is 4384 Wellington Court, Pace, FL 32571, grantor, and Belinda K. Ortiz, a single woman, whose post office address is 44 Pen Haven Drive, Pensacola, FL 32506, grantee:

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

**Witnesseth**, that said grantor, for and in consideration of the sum of TEN AND NO/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 said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Escambia County, Florida to-wit:

Lot 41, Block 4, First Addition to Pen Haven, according to the map or plat thereof as recorded in Plat Book 3, Page 14, Public Records of Escambia County, Florida.

Parcel Identification Number: 342S30-1151-410-004

Grantors warrant that at the time of this conveyance, the subject property is not the homestead of any of the Grantors within the meaning set forth in the constitution of the state of Florida, nor is it contiguous to or a part of homestead property.

**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**, grantor has hereunto set grantor's hand and seal the day and year first above written.

DoubleTimes

GPM DFP

Signed, sealed and delivered in our presence:

*Susan Moore*  
Witness Name: SUSAN MOORE

*Diane Roper* (Seal)  
Diane Roper

*Janice S. Sugar*  
Witness Name: JANICE S. SUGAR

*Susan Moore*  
Witness Name: SUSAN MOORE

*Joe Padgett* (Seal)  
Joe Padgett

*Janice S. Sugar*  
Witness Name: JANICE S. SUGAR

*David A. Sapp*  
Witness Name: DAVID A. SAPP

*David Fountain Padgett* (Seal)  
David Fountain Padgett

*Janice S. Sugar*  
Witness Name: JANICE S. SUGAR

*David A. Sapp*  
Witness Name: DAVID A. SAPP

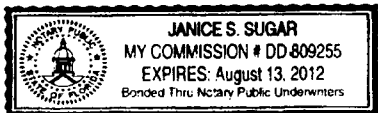
*Georgia Padgett McCormick* (Seal)  
Georgia Padgett McCormick

*Janice S. Sugar*  
Witness Name: JANICE S. SUGAR

State of Florida  
County of Escambia

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of April, 2012, by Diane Roper, who  is personally known or  has produced a driver's license as identification.

[Notary Seal]



*Janice S. Sugar*  
Notary Public

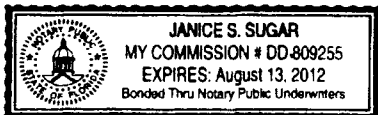
Printed Name: Janice S. Sugar

My Commission Expires: August 13, 2012

State of Florida  
County of Escambia

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of April, 2012 by Joe Padgett, who  is personally known or  has produced a driver's license as identification.

[Notary Seal]



Janice S. Sugar  
Notary Public

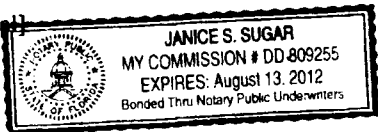
Printed Name: Janice S. Sugar

My Commission Expires: August 13, 2012

State of Florida  
County of Escambia

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of April, 2012, by David Fountain Padgett, who  is personally known or  has produced a driver's license as identification.

[Notary Seal]



Janice S. Sugar  
Notary Public

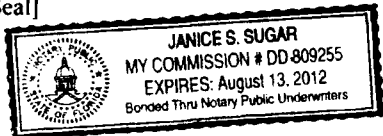
Printed Name: Janice S. Sugar

My Commission Expires: August 13, 2012

State of Florida  
County of Escambia

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of April, 2012, by Georgia Padgett McCormick, who  is personally known or  has produced a driver's license as identification.

[Notary Seal]



Janice S. Sugar  
Notary Public

Printed Name: Janice S. Sugar

My Commission Expires: August 13, 2012



### RESIDENTIAL SALES ABUTTING ROADWAY MAINTENANCE DISCLOSURE

ATTENTION: Pursuant to Escambia County Code of 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 Ordinances Chapter 1-29.2, Article V requires this disclosure be attached along with other attachments to the deed or other method of 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 acknowledgment by the County of the veracity of any disclosure statement.

Name of Roadway: 44 Pen Haven Drive

Legal Address of Property: 44 Pen Haven Drive, Pensacola, FL 32506

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

This form Completed by: David A. Sapp, Attorney at Law, PLLC  
801 E. Cervantes Street, Suite B, Pensacola, FL 32501

AS TO SELLER(S):

*Diane Roper*  
Seller's Name: Diane Roper

*Susan Moore*  
Witness' Name: SUSAN MOORE

*Joe Padgett*  
Seller's Name: Joe Padgett

*Janice S. Sugar*  
Witness' Name: JANICE S. SUGAR

*David Fountain Padgett*  
Seller's Name: David Fountain Padgett

*David A. Sapp*  
Witness' Name: DAVID A. SAPP

*Georgia Padgett McCormick*  
Seller's Name: Georgia Padgett McCormick

*Janice S. Sugar*  
Witness' Name: JANICE S. SUGAR

AS TO BUYER(S):

*Belinda K. Padgett*  
Buyer's Name: Belinda K. Padgett

*Janice S. Sugar*  
Witness' Name: JANICE S. SUGAR

Buyer's Name: \_\_\_\_\_

Witness' Name: \_\_\_\_\_

THIS FORM APPROVED BY THE  
ESCAMBIA COUNTY BOARD  
OF COUNTY COMMISSIONERS  
Effective 4/15/95  
File No.:12-03-02-BCB

This document was prepared by Beach Community Bank  
P.O. Box 4400 Ft. Walton Beach, FL 32549

State of Florida's Documentary Stamp Tax required by law in  
the amount of \$ \_\_\_\_\_ has been paid to the Clerk of  
the Circuit Court (or the County Comptroller, if applicable) for  
the County of Escambia, State of Florida.

Return to:  
David A. Sapp, Attorney at Law, PLLC  
801 E. Cervantes Street, Suite B  
Pensacola, FL 32501  
12-03-02-BCB

IF CHECKED, THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL  
BALANCE DUE UPON MATURITY IS APPROXIMATELY \$ 19,033.84, TOGETHER WITH ACCRUED  
INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS  
MORTGAGE.  
 IF CHECKED, THIS BALLOON MORTGAGE SECURES A VARIABLE RATE OBLIGATION AND THE BALANCE DUE  
ASSUMES THAT THE INITIAL RATE OF INTEREST APPLIES FOR THE ENTIRE TERM OF THE MORTGAGE. THE  
ACTUAL BALANCE DUE UPON MATURITY MAY VARY DEPENDING ON CHANGES IN THE RATE OF INTEREST.

\_\_\_\_\_  
State of Florida

\_\_\_\_\_  
Space Above This Line For Recording Data

## REAL ESTATE MORTGAGE

(With Future Advance Clause)

1. **DATE AND PARTIES.** The date of this Mortgage is 04-13-2012. The parties and their addresses are:

**MORTGAGOR:**

Belinda K. Ortiz, a single woman  
44 Pen Haven Drive  
Pensacola, FL 32506

Refer to the Addendum which is attached and incorporated herein for additional Mortgages.

**LENDER:** Beach Community Bank

Organized and existing under the laws of the state of Florida  
P.O. Box 4400  
Ft. Walton Beach, FL 32549

2. **MORTGAGE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure  
the Secured Debt (hereafter defined), Mortgagor grants, bargains, conveys and mortgages to Lender the following  
described property:

Lot 41, Block 4, First Addition to Pen Haven, according to the map or plat thereof as recorded in Plat Book 3, Page 14, Public Records of Escambia County, Florida.

The property is located in Escambia (County) at 44 Pen Haven Drive  
, Pensacola (City), Florida 32506 (Zip Code)  
(Address)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, crops, timber, all  
diversion payments or third party payments made to crop producers, and all existing and future improvements,  
structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described  
above (all referred to as "Property"). The term Property also includes, but is not limited to, any and all water wells,  
water, ditches, reservoirs, reservoir sites and dams located on the real estate and all riparian and water rights associated  
with the Property, however established.

FLORIDA - AGRICULTURAL/COMMERCIAL REAL ESTATE SECURITY INSTRUMENT (NOT FOR FNMA, FHLMC, FHA OR VA USE, AND NOT FOR CONSUMER PURPOSES) (page 1 of 8)

**3. SECURED DEBT DEFINED.** The term "Secured Debt" includes, but is not limited to, the following:

A. The initial indebtedness secured by this Mortgage is the debt incurred under the terms of all promissory note(s), contract(s), guaranty(ies) or other evidence of debt described below and all extensions, renewals, modifications or substitutions (*When referencing the debts below it is suggested that you include items such as borrowers' names, note amounts, interest rates, maturity dates, etc.*):

    Promissory Note of even date i/a/o \$22,950.00; Loan #4001453000; Matures 4/13/2017.

B. All future advances made within 20 years from the date of this Mortgage from Lender to Mortgagor or other future obligations of Mortgagor to Lender pursuant to Section 4 of this Mortgage under any promissory note, contract, guaranty, or other evidence of debt existing now or executed after this Mortgage whether or not this Mortgage is specifically referred to in the evidence of debt.

C. All obligations Mortgagor owes to Lender, which now exist or may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Mortgagor and Lender.

D. All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Mortgage, plus interest at the highest rate in effect, from time to time, as provided in the Evidence of Debt.

E. Mortgagor's performance under the terms of any instrument evidencing a debt by Mortgagor to Lender and any Mortgage securing, guarantying, or otherwise relating to the debt.

If more than one person signs this Mortgage as Mortgagor, each Mortgagor agrees that this Mortgage will secure all future advances and future obligations described above that are given to or incurred by any one or more Mortgagor, or any one or more Mortgagor and others. This Mortgage will not secure any other debt if Lender fails, with respect to such other debt, to make any required disclosure about this Mortgage or if Lender fails to give any required notice of the right of rescission.

**4. MAXIMUM OBLIGATION LIMIT; FUTURE ADVANCES.** The total principal amount of the Secured Debt (hereafter defined) secured by this Mortgage at any one time shall not exceed \$ 22,950.00. This limitation of amount

does not include interest, loan charges, commitment fees, brokerage commissions, attorneys' fees and other charges validly made pursuant to this Mortgage and does not apply to advances (or interest accrued on such advances) made under the terms of this Mortgage to protect Lender's security and to perform any of the covenants contained in this Mortgage. Future advances are contemplated and, along with other future obligations, are secured by this Mortgage even though all or part may not yet be advanced. Nothing in this Mortgage, however, shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment would need to be agreed to in a separate writing.

**5. PAYMENTS.** Mortgagor agrees to make all payments on the Secured Debt when due and in accordance with the terms of the Evidence of Debt or this Mortgage.

**6. WARRANTY OF TITLE.** Mortgagor covenants that Mortgagor is lawfully seized of the estate conveyed by this Mortgage and has the right to grant, bargain, convey, sell, and mortgage the Property and warrants that the Property is unencumbered, except for encumbrances of record.

**7. CLAIMS AGAINST TITLE.** Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Mortgagor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Mortgagor's payment. Mortgagor will defend title to the Property against any claims that would impair the lien of this Mortgage. Mortgagor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses which Mortgagor may have against parties who supply labor or materials to improve or maintain the Property.

**8. PRIOR SECURITY INTERESTS.** With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property and that may have priority over this Mortgage, Mortgagor agrees:

A. To make all payments when due and to perform or comply with all covenants.

B. To promptly deliver to Lender any notices that Mortgagor receives from the holder.

C. Not to make or permit any modification or extension of, and not to request or accept any future advances under any note or agreement secured by, the other mortgage, deed of trust or security agreement unless Lender consents in writing.

**9. DUE ON SALE OR ENCUMBRANCE.** Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of any lien, encumbrance, transfer, or sale, or contract for any of these on the Property. However, if the Property includes Mortgagor's residence, this section shall be subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable. For the purposes of this section, the term "Property" also includes any interest to all or any part of the Property. This covenant shall run with the Property and shall remain in effect until the Secured Debt is paid in full and this Mortgage is released.

**10. TRANSFER OF AN INTEREST IN THE MORTGAGOR.** If Mortgagor is an entity other than a natural person (such as a corporation or other organization), Lender may demand immediate payment if (1) a beneficial interest in Mortgagor is sold

the Property. The term "personal property" specifically excludes that property described as "household goods" secured in connection with a "consumer" loan as those terms are defined in applicable federal regulations governing unfair and deceptive credit practices.

**30. OTHER TERMS.** If checked, the following are applicable to this Mortgage:

- Line of Credit.** The Secured Debt includes a revolving line of credit provision. Although the Secured Debt may be reduced to a zero balance, this Mortgage will remain in effect until released.
- Separate Assignment.** The Mortgagor has executed or will execute a separate assignment of leases and rents. If the separate assignment of leases and rents is properly executed and recorded, then the separate assignment will supersede this Security Instrument's "Assignment of Leases and Rents" section.
- Additional Terms.**

IF CHECKED, THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS APPROXIMATELY \$ 19,033.84, TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE.

IF CHECKED, THIS BALLOON MORTGAGE SECURES A VARIABLE RATE OBLIGATION AND THE BALANCE DUE ASSUMES THAT THE INITIAL RATE OF INTEREST APPLIES FOR THE ENTIRE TERM OF THE MORTGAGE. THE ACTUAL BALANCE DUE UPON MATURITY MAY VARY DEPENDING ON CHANGES IN THE RATE OF INTEREST.

**SIGNATURES:** By signing below, Mortgagor agrees to the terms and covenants contained in this Mortgage and in any attachments. Mortgagor also acknowledges receipt of a copy of this Mortgage on the date stated above on Page 1.

Entity Name: \_\_\_\_\_

Belinda K. Ortiz 4-15-12  
 (Signature) Belinda K. Ortiz (Date)

\_\_\_\_\_  
(Signature) (Date)

\_\_\_\_\_  
(Signature) (Date)

Susan Moore  
 (Witness) Susan Moore

\_\_\_\_\_  
(Signature) (Date)

Janice S. Sugar  
 (Witness) Janice S. Sugar

IN THE CIRCUIT COURT IN AND FOR ESCAMBIA COUNTY, FLORIDA

STATE OF FLORIDA,  
Plaintiff,

vs.

Case Number: 99-3177-A

BELINDA KAYE ORTIZ,  
Defendant.

RCD Jan 14, 2000 11:03 am  
Escambia County, Florida

Ernie Lee Magaha  
Clerk of the Circuit Court  
INSTRUMENT 00-698218

Defendant: BELINDA KAYE ORTIZ  
Date of Birth: 01-11-71  
Sex: Female  
Race: White

CIVIL RESTITUTION LIEN ORDER

IT IS HEREBY ORDERED AND ADJUDGED that the above-named defendant shall pay in the amount of \$3,371.00 to victim:

Herndon Oil Company  
P. O. Box 655  
Abbeville, AL 36310

for restitution incurred in the above-styled cause.

IT IS FURTHER ORDERED AND ADJUDGED that this lien shall exist upon any real or personal property of the defendant.

IT IS FURTHER ORDERED AND ADJUDGED that this lien order may be enforced by the crime victim in the same manner as a judgment in a civil action, pursuant to Section 775.089, Florida Statutes (1997) which shall bear interest at the rate of ten percent (10%) per annum for which let execution issue.

DONE AND ORDERED this 27<sup>th</sup> day of December, 1999.

*Nickolas P. Geeker*  
NICKOLAS P. GEEKER  
CIRCUIT JUDGE

- cc: ✓ Anne Patterson, ASA
- ✓ Scott Harrison, APD
- ✓ Belinda Ortiz, defendant
- ✓ Herndon Oil Co., P.O.Box 655, Abbeville, AL 36310

1999 DEC 22 P 3:00  
ERDIE LEE MAGAHA  
FILED  
CIRCUIT COURT  
ESCAMBIA COUNTY, FLORIDA  
"CERTIFIED TO BE A TRUE COPY  
OF THE ORIGINAL ON FILE IN THIS OFFICE  
WITNESS MY HAND AND OFFICIAL SEAL  
ERNIE LEE MAGAHA, CLERK  
CIRCUIT COURT AND COUNTY COURT  
ESCAMBIA COUNTY, FLORIDA"  
BY: *[Signature]* D.C.