

**Tax Collector's Certification**

CTY-513

**Tax Deed Application Number**  
1900262

**Date of Tax Deed Application**  
Apr 19, 2019

This is to certify that **CAZENOVIA CREEK FUNDING II LLC**, holder of **Tax Sale Certificate Number 2017 / 5249**, 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:  
**10-0004-000**

**Cert Holder:**  
**CAZENOVIA CREEK FUNDING II LLC**  
**PO BOX 54132**  
**NEW ORLEANS, LA 70154**

**Property Owner:**  
**HARRIS EARL M III**  
**1615 AMERICUS AVE**  
**PENSACOLA, FL 32507**  
LTS 11 12 BLK 1 BEACH HAVEN PLAT DB 46 P 51 OR 5499 P  
1244 SEC 54/35 T 2S R 30/31

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
2017/5249	10-0004-000	06/01/2017	721.35	36.07	757.42

Certificates redeemed by applicant or included (County) in connection with this tax deed application:

Certificate Year/Number	Account Number	Sale Date	Face Amount of Certificate	Tax Collector's Fee	Interest	Total
/						

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

	<b>Total Amount Paid</b>
1. Total of all Certificates in Applicant's Possession and Cost of the Certificates Redeemed by Applicant	757.42
2. Total of Delinquent Taxes Paid by Tax Deed Applicant	0.00
3. Total of Current Taxes Paid by Tax Deed Applicant	642.59
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)	1,775.01

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

	<b>Total Amount Paid</b>
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.	36,703.50
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 26th day of April, 2019 Scott Lunsford, Tax Collector of Escambia County

Date of Sale: November 4, 2019

By *Candice Lewis*

\*This certification must be surrendered to the Clerk of the Circuit Court no later than ten (10) days after this date.  
10-0004-000 2017

# APPLICATION FOR TAX DEED

Section 197.502, Florida Statutes

512  
R. 12/16

Application Number: 1900262

To: Tax Collector of ESCAMBIA COUNTY, Florida

I,  
CAZENOVIA CREEK FUNDING II LLC  
PO BOX 54132  
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
10-0004-000	2017/5249	06-01-2017	LTS 11 12 BLK 1 BEACH HAVEN PLAT DB 46 P 51 OR 5499 P 1244 SEC 54/35 T 2S R 30/31

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  
CAZENOVIA CREEK FUNDING II LLC  
PO BOX 54132  
NEW ORLEANS, LA 70154

04-19-2019  
Application Date

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



**Chris Jones**  
Escambia County Property Appraiser

Real Estate Search    Tangible Property Search    Sale List

[Back](#)

← Navigate Mode     Account     Reference    →    [Printer Friendly Version](#)

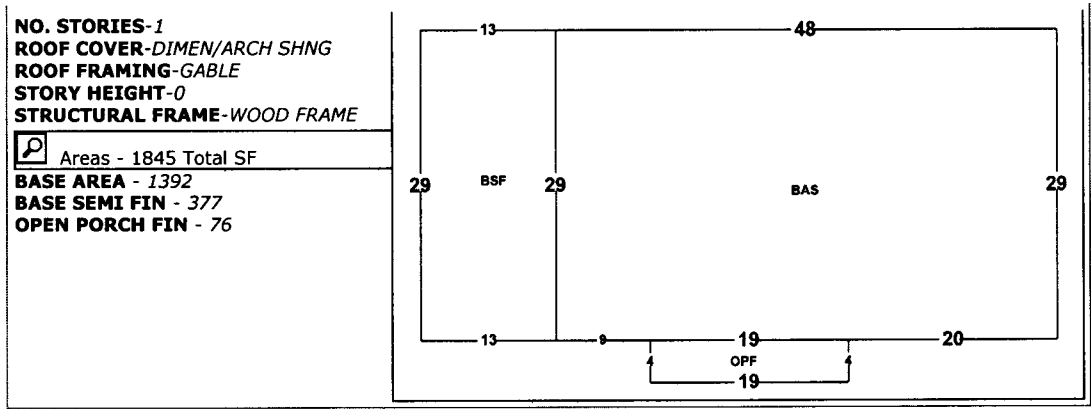
<p><b>General Information</b></p> <p><b>Reference:</b> 352S311000011001</p> <p><b>Account:</b> 100004000</p> <p><b>Owners:</b> HARRIS EARL M III</p> <p><b>Mail:</b> 1615 AMERICUS AVE PENSACOLA, FL 32507</p> <p><b>Situs:</b> 1615 AMERICUS AVE 32507</p> <p><b>Use Code:</b> SINGLE FAMILY RESID </p> <p><b>Taxing Authority:</b> COUNTY MSTU</p> <p><b>Tax Inquiry:</b> <a href="#">Open Tax Inquiry Window</a> Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector</p>	<p><b>Assessments</b></p> <table border="1"> <thead> <tr> <th>Year</th> <th>Land</th> <th>Imprv</th> <th>Total</th> <th>Cap Val</th> </tr> </thead> <tbody> <tr> <td>2018</td> <td>\$11,500</td> <td>\$76,328</td> <td>\$87,828</td> <td>\$73,407</td> </tr> <tr> <td>2017</td> <td>\$11,500</td> <td>\$70,796</td> <td>\$82,296</td> <td>\$71,898</td> </tr> <tr> <td>2016</td> <td>\$11,500</td> <td>\$68,621</td> <td>\$80,121</td> <td>\$70,420</td> </tr> </tbody> </table> <p style="text-align: center;"><a href="#">Disclaimer</a></p> <hr/> <p style="text-align: center;"><b>Tax Estimator</b></p> <p style="text-align: center;"><b>&gt; File for New Homestead Exemption Online</b></p>	Year	Land	Imprv	Total	Cap Val	2018	\$11,500	\$76,328	\$87,828	\$73,407	2017	\$11,500	\$70,796	\$82,296	\$71,898	2016	\$11,500	\$68,621	\$80,121	\$70,420
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<p><b>Sales Data</b>                      <b>MLS Listing #543680</b></p> <table border="1"> <thead> <tr> <th>Sale Date</th> <th>Book</th> <th>Page</th> <th>Value</th> <th>Type</th> <th>Official Records (New Window)</th> </tr> </thead> <tbody> <tr> <td>08/2004</td> <td>5499</td> <td>1244</td> <td>\$60,100</td> <td>WD</td> <td><a href="#">View Instr</a></td> </tr> <tr> <td>06/2004</td> <td>5432</td> <td>1862</td> <td>\$100</td> <td>CT</td> <td><a href="#">View Instr</a></td> </tr> <tr> <td>01/1975</td> <td>923</td> <td>25</td> <td>\$10</td> <td>WD</td> <td><a href="#">View Instr</a></td> </tr> </tbody> </table> <p>Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller</p>	Sale Date	Book	Page	Value	Type	Official Records (New Window)	08/2004	5499	1244	\$60,100	WD	<a href="#">View Instr</a>	06/2004	5432	1862	\$100	CT	<a href="#">View Instr</a>	01/1975	923	25	\$10	WD	<a href="#">View Instr</a>	<p><b>2018 Certified Roll Exemptions</b> HOMESTEAD EXEMPTION</p> <hr/> <p><b>Legal Description</b> LTS 11 12 BLK 1 BEACH HAVEN PLAT DB 46 P 51 OR 5499 P 1244 SEC 54/35 T 2S R 30/31</p> <hr/> <p><b>Extra Features</b> FRAME BUILDING</p>
Sale Date	Book	Page	Value	Type	Official Records (New Window)																				
08/2004	5499	1244	\$60,100	WD	<a href="#">View Instr</a>																				
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01/1975	923	25	\$10	WD	<a href="#">View Instr</a>																				

<p><b>Parcel Information</b></p> <p><b>Section Map Id:</b> 35-2S-31-2</p> <p><b>Approx. Acreage:</b> 0.3214</p> <p><b>Zoned:</b>  HDMU</p> <p><b>Evacuation &amp; Flood Information</b> <a href="#">Open Report</a></p>	<p><a href="#">Launch Interactive Map</a></p>
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[View Florida Department of Environmental Protection\(DEP\) Data](#)

<p><b>Buildings</b></p> <p>Address:1615 AMERICUS AVE, Year Built: 1981, Effective Year: 1981</p>	<p><b>Structural Elements</b></p> <p><b>DECOR/MILLWORK-AVERAGE</b></p> <p><b>DWELLING UNITS-1</b></p> <p><b>EXTERIOR WALL-BRICK-FACE/VENEER</b></p> <p><b>FLOOR COVER-CARPET</b></p> <p><b>FOUNDATION-WOOD/SUB FLOOR</b></p> <p><b>HEAT/AIR-CENTRAL H/AC</b></p> <p><b>INTERIOR WALL-DRYWALL-PLASTER</b></p> <p><b>NO. PLUMBING FIXTURES-6</b></p>
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Images



11/19/02

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:05/01/2019 (tc.5810)

## NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That **CAZENOVIA CREEK FUNDING II LLC** holder of **Tax Certificate No. 05249**, 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:

**LTS 11 12 BLK 1 BEACH HAVEN PLAT DB 46 P 51 OR 5499 P 1244 SEC 54/35 T 2S R 30/31**

**SECTION 35, TOWNSHIP 2 S, RANGE 31 W**

**TAX ACCOUNT NUMBER 100004000 (19-552)**

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

**EARL M HARRIS 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 November, which is the **4th day of November 2019**.

Dated this 9th day of May 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: 100004000 Certificate Number: 005249 of 2017**

**Payor: EARL M HARRIS III 1615 AMERICUS AVE PENSACOLA, FL 32507 Date 07/30/2019**

Clerk's Check #	1	Clerk's Total	<del>\$516.04</del>
Tax Collector Check #	1	Tax Collector's Total	<del>\$1,967.64</del>
		Postage	<del>\$60.00</del>
		Researcher Copies	<del>\$40.00</del>
		Recording	\$10.00
		Prep Fee	\$7.00
		Total Received	<del>-\$2,600.68</del>

2029.16

\$2046.16

**PAM CHILDERS**  
 Clerk of the Circuit Court

Received By:  
 Deputy Clerk

**PAM CHILDERS**  
 CLERK OF THE CIRCUIT COURT  
 ARCHIVES AND RECORDS  
 CHILDSUPPORT  
 CIRCUIT CIVIL  
 CIRCUIT CRIMINAL  
 COUNTY CIVIL  
 COUNTY CRIMINAL  
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**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 005249**  
**Redeemed Date 07/30/2019**

**Name EARL M HARRIS III 1615 AMERICUS AVE PENSACOLA, FL 32507**

Clerk's Total = TAXDEED	\$516.04
Due Tax Collector = TAXDEED	\$1,967.64 <i>2029.16</i>
Postage = TD2	\$60.00
ResearcherCopies = TD6	\$40.00
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: 100004000 Certificate Number: 005249 of 2017**

Redemption  No  Application Date  Interest Rate

	Final Redemption Payment ESTIMATED	Redemption Overpayment ACTUAL
	Auction Date <input type="text" value="11/04/2019"/>	Redemption Date <input type="text" value="07/30/2019"/>
Months	7	3
Tax Collector	<input type="text" value="\$1,775.01"/>	<input type="text" value="\$1,775.01"/>
Tax Collector Interest	\$186.38	\$79.88
Tax Collector Fee	<input type="text" value="\$6.25"/>	<input type="text" value="\$6.25"/>
Total Tax Collector	\$1,967.64	<input type="text" value="\$1,861.14"/> 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	\$49.04	\$21.02
Total Clerk	\$516.04	<input type="text" value="\$488.02"/> 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	\$2,600.68	\$2,366.16
	Repayment Overpayment Refund Amount	\$234.52
Book/Page	<input type="text" value="8093"/>	<input type="text" value="896"/>

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 8093, Page 896, of Escambia County, for the tax certificate, tax deed, and property described below:

Tax Certificate No. Certificate No. 05249, issued the 1st day of June, A.D., 2017

TAX ACCOUNT NUMBER: **100004000 (19-552)**

DESCRIPTION OF PROPERTY:

**LTS 11 12 BLK 1 BEACH HAVEN PLAT DB 46 P 51 OR 5499 P 1244 SEC 54/35 T 2S R 30/31**

**SECTION 35, TOWNSHIP 2 S, RANGE 31 W**

NAME IN WHICH ASSESSED: EARL M HARRIS III

Dated this 30th day of July 2019.



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

19-552

Redeemed

**PROPERTY INFORMATION REPORT**

File No.: 15312

August 8, 2019

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 08-08-1999, through 08-08-2019, and said search reveals the following:

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

Earl M. Harris, 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: 

August 8, 2019

**PROPERTY INFORMATION REPORT  
LEGAL DESCRIPTION**

File No.: 15312

August 8, 2019

**Lots 11 and 12, Block 1, Beach Haven Tract, as per plat thereof, recorded in Deed Book 46, Page 51, of the Public Records of Escambia County, Florida**

**PROPERTY INFORMATION REPORT  
CONTINUATION PAGE**

File No.: 15312

August 8, 2019

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

1. That certain mortgage executed by Earl M. Harris, III in favor of Regions Bank dated 01/13/2016 and recorded 01/28/2016 in Official Records Book 7469, page 1900 of the public records of Escambia County, Florida, in the original amount of \$55,500.00.
2. Code Enforcement Lien filed by Escambia County in O.R. Book 6125, page 724.
3. Taxes for the year 2016-2018 delinquent. The assessed value is \$87,828.00. Tax ID 10-0004-000.

**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: rcs@at@aol.com

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

CERTIFICATION: TITLE SEARCH FOR TDA

TAX DEED SALE DATE: 11-4-2019

TAX ACCOUNT NO.: 10-0004-000

CERTIFICATE NO.: 2017-5249

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  
221 Palafox Place, 4th Floor/  
 X Notify Escambia County, 190 Governmental Center, 32502  
 X Homestead for 2018 tax year.

Earl M. Harris, III  
1615 Americus Ave.  
Pensacola, FL 32507

Escambia County Code Enforcement  
3363 West Park Place  
Pensacola, FL 32505

Regions Bank  
1900 Fifth Ave. North  
Birmingham, AL 35203  
and  
201 Milan Pkwy.  
Birmingham, AL 35211

Certified and delivered to Escambia County Tax Collector,  
this 8th day of August, 2019.

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.

OR BK 5499 PG1244  
Escambia County, Florida  
INSTRUMENT 2004-287313

DEED DOC STAMPS PD & ESC CO \$ 420.70  
09/28/04 ERNIE LEE HAGANA, CLERK

Prepared by and Return to:  
MARVIN E. KATZ, ESQ.  
✓ MARC A. BEN-EZRA, P.A.  
951 NE 167th Street, Suite 204  
N. Miami Beach, FL 33162  
(305) 770-4100

Property Folio No: 10-0004-000  
File No.: 14053

### SPECIAL WARRANTY DEED

This SPECIAL WARRANTY DEED, made this 31<sup>ST</sup> day of August, 2004. Between **GREEN TREE SERVICING LLC, SUCCESSOR BY CONVERSION TO CONSECO FINANCE SERVICING CORP., F/K/A GREEN TREE FINANCIAL SERVICING CORPORATION**, whose post office address is: 7360 S. Kyrene Dr., Tempe, AZ 85282, **Grantor**, and **EARL M. HARRIS, III, a single man**, whose post office address is: 1615 Americus Avenue, Pensacola, FL 32507 **Grantee**; (The term "grantor" and "grantee" include all the parties in each capacity to the instrument and their respective heirs, personal representatives, successors and assigns)

Witnesseth that said grantor, for and in consideration of the sum of Ten Dollars and other good and valuable considerations to said grantor paid in hand by grantee, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, alien, remise, convey and confirm onto the said grantee, the following described land, situated, lying, and being in **Escambia County Florida**, to wit:

**LOTS 11 AND 12, BLOCK 1, BEACH HAVEN TRACT, BEING PART OF THE PABLO GRANPERA GRANT, SECTION 35, TOWNSHIP 2 SOUTH, RANGE 31 WEST, AND SECTION 54, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN DEED BOOK 46, PAGE 51, PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.**

**SUBJECT TO:**

1. Zoning and other governmental rules, regulations and ordinances
2. Restrictions, covenants, conditions, easements and other matters of record.
3. Taxes and assessments subsequent to December 31, 2003.

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

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

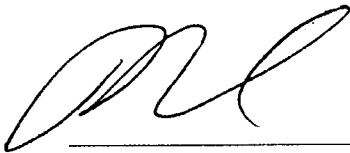
1850  
420.70

CONTINUED PAGE 2 of WARRANTY DEED

AND the Grantor hereby covenants with the Grantee that the Grantor is lawfully seized of said Property in fee simple and has good right and lawful authority to sell and convey said Property; and hereby warrants the title to said Property and will defend the same against the lawful claims of all persons claiming by, through or under said Grantor, but not otherwise.

IN WITNESS THEREOF, the grantor has signed and sealed these presents the day and year written above.

Signed, sealed and delivered in the presence of:



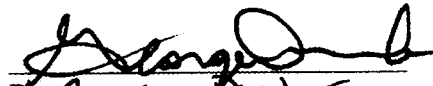
1st witness signature

Terese Delun  
Printed or typed name

  
2nd witness signature

Stacy Ward  
Printed or typed name

GREEN TREE SERVICING LLC, SUCCESSOR BY  
CONVERSION TO CONSECO FINANCE  
SERVICING CORP., F/K/A GREEN TREE  
FINANCIAL SERVICING CORPORATION

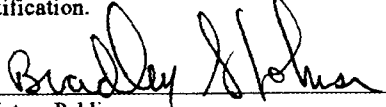


By: George Dumber  
As authorized signatory  
Under its LLC Agreement

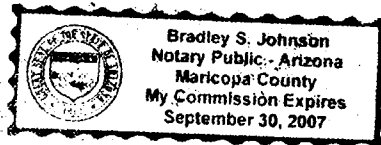
STATE OF ARIZONA  
COUNTY OF MARICOPA

The foregoing instrument was acknowledged before me this 10 day of August, 2004 by, as George Dumber, as Authorized Signer of GREEN TREE SERVICING LLC, SUCCESSOR BY CONVERSION TO CONSECO FINANCE SERVICING CORP., F/K/A GREEN TREE FINANCIAL SERVICING CORPORATION, Grantor. He/she is personally known to me or has produced Self as identification.

Seal:



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



RCD Sep 28, 2004 10:41 am  
Escambia County, Florida

ERNIE LEE MAGAHA  
Clerk of the Circuit Court  
INSTRUMENT 2004-287313

X2016011525499

**WHEN RECORDED MAIL TO:**

Regions Bank  
Collateral Management  
201 Milan Parkway  
Birmingham, AL 35211

When Recorded Return to:  
Indecomm Global Services  
As Recording Agent Only  
1260 Energy Lane  
St. Paul, MN 55108

*802,0468*  
This Mortgage prepared by:

Name: Emily Shoults  
Company: Regions Bank  
Address: 2060 Parkway Office Circle, Hoover, AL 35244



\*DOC4850292701#####430943000000\*

**MORTGAGE**

*2015322/45/420*

**THIS MORTGAGE** dated 01/13/2016, is made and executed between EARL M HARRIS aka EARL M HARRIS III, whose address is 1615 AMERICUS AVE, PENSACOLA, FL 32507; unmarried (referred to below as "Grantor") and Regions Bank, whose address is 201 Milan Parkway, Birmingham, AL 35211 (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:

**THE FOLLOWING DESCRIBED LAND, SITUATED, LYING, AND BEING IN ESCAMBIA COUNTY FLORIDA, TO WIT: LOTS 11 AND 12, BLOCK 1, BEACH HAVEN TRACT, BEING PART OF THE PABLO GRANPERA GRANT, SECTION 35, TOWNSHIP 2 SOUTH, RANGE 31 WEST, AND SECTION 54, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN DEED BOOK 46, PAGE 51, PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA. SUBJECT TO RESTRICTIONS, RESERVATIONS, EASEMENTS, COVENANTS, OIL, GAS OR MINERAL RIGHTS OF RECORD, IF ANY.**

The Real Property or its address is commonly known as 1615 AMERICUS AVE, PENSACOLA, FL 32507.

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 ANY AND ALL OBLIGATIONS UNDER THE NOTE IN THE ORIGINAL PRINCIPAL AMOUNT OF \$66,600.00, 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 that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all



**MORTGAGE  
(Continued)**

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 Note 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 Note 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 Note.

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

**Note.** The word "Note" means the promissory note dated January 13, 2016, in the original principal amount of **\$65,500.00** 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 Note is January 19, 2031.

**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. However, should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Personal Property is limited to only those items specifically covered (currently or hereafter) by Coverage A of the standard flood insurance policy issued in accordance with the National Flood Insurance Program or under equivalent coverage similarly issued by a private insurer to satisfy the National Flood Insurance Act (as amended).

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

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

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

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

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

GRANTOR:

x *Earl M Harris*  
EARL M HARRIS

WITNESSES:

x *Jessica Luque* Jessica Luque  
x *Kimberly J. Clark* Kimberly J. Clark

**INDIVIDUAL ACKNOWLEDGMENT**

STATE OF Florida

COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 13 day of January, 2016 by EARL M HARRIS, who is personally known to me or who has produced FL ID as identification.

*Shannon Martin*  
(Signature of Person Taking Acknowledgment)  
Shannon Martin  
(Name of Acknowledger Typed, Printed or Stamped)  
Notary  
(Title or Rank)  
FF 173530  
(Serial Number, if any)



Shannon Martin

Recorded in Public Records 04/13/2007 at 11:13 AM OR Book 6125 Page 724,  
Instrument #2007035251, Ernie Lee Magaha Clerk of the Circuit Court Escambia  
County, FL Recording \$27.00

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Recorded in Public Records 04/13/2007 at 10:02 AM OR Book 6125 Page 533,  
Instrument #2007035203, Ernie Lee Magaha Clerk of the Circuit Court Escambia  
County, FL Recording \$27.00

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**THE OFFICE OF ENVIRONMENTAL ENFORCEMENT  
SPECIAL MAGISTRATE  
IN AND FOR THE  
COUNTY OF ESCAMBIA, STATE OF FLORIDA**

ESCAMBIA COUNTY, FLORIDA

Vs.

Case No.: 06-08-0484  
Location: 1615 Americus Avenue  
PR# 352S31-1000-011-001

Earl M. Harris III  
1615 Americus Avenue  
Pensacola, FL 32507

**ORDER**

This CAUSE having come before the Office of Environmental  
Enforcement Special Magistrate on the Petition of the Environmental Enforcement  
Officer for alleged violation of the ordinances of the County of Escambia, State of  
Florida, and the Special Magistrate having considered the evidence before him in the  
form of testimony by the Enforcement Officer and the respondent or representative,  
Earl M. Harris III as well as evidence submitted and after consideration of the  
appropriate sections of the Escambia County Code of Ordinances, the Special Magistrate  
finds that a violation of the Code of Ordinances COO 30-203(B) & 82-30  
COO 30-203 (D) (Bent trailer)

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has occurred and continues.

THEREFORE, The Special Magistrate being otherwise fully advised in the premises; it is hereby ORDERED that: EARL HARRIS shall have until 4/17/07, 2007 to correct the violation and to bring the violation into compliance. Corrective action shall include: REMOVAL OF ALL DEBRIS FROM VEHICLE OR REMOVAL TO LOTS OF PROPERTY AND FENCE PERMITTED TO GO.

If you fail to fully correct the violation within the time required, you will be assessed a fine of \$ ~~100~~<sup>150</sup> per day, commencing 4/18/07, 2007. This daily fine shall continue until this violation is abated and the violation brought into compliance or until as otherwise provided by law. Immediately upon your full correction of this violation, you should contact the Escambia County Environmental Enforcement Office in writing to request that they immediately inspect the property to make an official determination of whether the violation has been abated and brought into compliance.

If the violation is not abated within the specified time period, then the County may elect to abate the violation for you and the reasonable cost of such will be assessed against you and will constitute a lien on the property.

Costs in the amount of ~~\$1,100.00~~<sup>550.00</sup> are hereby awarded in favor of Escambia County as the prevailing party against EARL HARRIS.

This fine shall be forwarded to the Board of County Commissioners. Under the authority of 162.09(1), F.S. and Sec. 30-34(d) of the Code of Ordinances, the Board of County Commissioners may make all reasonable repairs necessary to bring the property into compliance if the violator does not correct the violation by a specified date.

The costs of such repairs shall be certified to the Special Magistrate and may be added to any fines imposed pursuant to this order.

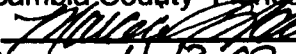
All monies owing hereunder shall constitute a lien on all your real and personal property including any property involved herein, which lien can be enforced by foreclosure and as provided by law.

You have the right to appeal orders of the Special Magistrate to the Circuit Court of Escambia County. If you wish to appeal, you must give notice of such in writing to both the Environmental Enforcement Division at 6708 Plantation Road Pensacola, Florida 32504 and the Escambia County Circuit Court Clerk at the M.C. Blanchard Judicial Building, 190 Governmental Center, Pensacola, Florida 32501, no later than 30 days from the date of the Order. Failure to timely file a written Notice of Appeal will waive your rights to appeal.

Jurisdiction is retained to enter such further orders as may be appropriate and necessary.

DONE AND ORDERED at Escambia County, Florida on the 10<sup>th</sup> day of April, 2007.

  
Jim Messer  
Special Magistrate  
Office of Environmental Enforcement

Certified to be a true copy of the original on file in this office  
Witness my hand and official seal  
ERNIE LEE MAGAHA  
Clerk of the Circuit Court  
Escambia County Florida  
By:   
Date: 4-13-07

