

APPLICATION FOR TAX DEED

Section 197.502, Florida Statutes

512
R. 12/16

Application Number: 2000236

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
03-0033-000	2018/990	06-01-2018	BEG AT INTER OF S LI OF N 660 FT OF LT 2 & ELY R/W LI OF ST LOUIS & SAN FRANCISCO RR (100 FT R/W) E ALG S LI OF N 660 FT OF LT 2 97 28/100 FT TO WLY R/W LI OF STATE RD 95 (200 FT R/W) SD PT BEING IN S LI OF BLK 117 ENSLEY S/D 105 DEG 03 MIN LEFT ALG R/W LI 157 67/100 FT FOR POB CONT SAME COURSE 100 FT 74 DEG 57 MIN LEFT 65 50/100 FT TO ELY R/W OF ST LOUIS & SAN FRANCISCO RR 98 DEG 02 MIN LEFT ALG R/W 121 63/100 FT LEFT 77 57/100 FT TO POB OR 6971 P 1670

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

04-02-2020
Application Date

Applicant's signature

Part 5: Clerk of Court Certified Amounts (Lines 8-14)	
8. Processing tax deed fee	
9. Certified or registered mail charge	
10. Clerk of Court advertising, notice for newspaper, and electronic auction fees	
11. Recording fee for certificate of notice	
12. Sheriff's fees	
13. Interest (see Clerk of Court Instructions, page 2)	
14. Total Paid (Lines 8-13)	
15. Plus one-half of the assessed value of homestead property, if applicable under s. 197.502(6)(c), F.S.	
16. Other outstanding certificates and delinquent taxes not included in this Application, if applicable per Florida statutes	
17. Statutory opening bid (total of Lines 7, 14, 15, and 16 if applicable)	
18. Redemption fee	6.25
19. Total amount to redeem	
Sign here: _____ Date of sale <u>02/01/2021</u> Signature, Clerk of Court or Designee	

INSTRUCTIONS

Tax Collector (complete Parts 1-4)**Part 2: Certificates Owned by Applicant and Filed with Tax Deed Application**

Enter the Face Amount of Certificate in Column 3 and the Interest in Column 4 for each certificate number. Add Columns 3 and 4 and enter the amount in Column 5.

Part 3: Other Certificates Redeemed by Applicant (Other than County)

Total. Add the amounts in Columns 3, 4 and 5

Part 4: Tax Collector Certified Amounts (Lines 1-7)

Line 1, enter the total of Part 2 plus the total of Part 3 above.

Total Paid, Line 7: Add the amounts of Lines 1-6

Line 6, Interest accrued by tax collector. Calculate the 1.5 percent interest accrued from the month after the date of application through the month this form is certified to the clerk. Enter the amount to be certified to the clerk on Line 6. The interest calculated by the tax collector stops before the interest calculated by the clerk begins. See Section 197.542, F.S., and Rule 12D-13.060(3), Florida Administrative Code.

The tax collector's interest for redemption at the time of the tax deed application is a cost of redemption, which encompasses various percentages of interest on certificates and omitted or delinquent taxes under Section 197.502, F.S. This interest is calculated before the tax collector calculates the interest in Section 197.542, F.S.

Attach certified statement of names and addresses of persons who must be notified before the sale of the property. Send this form and any required attachments to the Clerk of Court within 10 days after it is signed.

Clerk of Court (complete Part 5)

Line 13: Interest is calculated at the rate of 1.5 percent per month starting from the first day of the month after the month of certification of this form through the last day of the month in which the sale will be held. Multiply the calculated rate by the total of Line 7, minus Line 6, plus Lines 8 through 12. Enter the amount on Line 13.

Line 14: Enter the total of Lines 8-13. Complete Lines 15-18, if applicable.

BEG AT INTER OF S LI OF N 660 FT OF LT 2 & ELY R/W LI OF ST LOUIS & SAN FRANCISCO RR (100 FT R/W) E ALG S LI OF N 660 FT OF LT 2 97 28/100 FT TO WLY R/W LI OF STATE RD 95 (200 FT R/W) SD PT BEING IN S LI OF BLK 117 ENSLEY S/D 105 DEG 03 MIN LEFT ALG R/W LI 157 67/100 FT FOR POB CONT SAME COURSE 100 FT 74 DEG 57 MIN LEFT 65 50/100 FT TO ELY R/W OF ST LOUIS & SAN FRANCISCO RR 98 DEG 02 MIN LEFT ALG R/W 121 63/100 FT LEFT 77 57/100 FT TO POB OR 6971 P 1670

CERTIFICATION OF TAX DEED APPLICATION

Sections 197.502 and 197.542, Florida Statutes

513
R. 07/19

Part 1: Tax Deed Application Information					
Applicant Name Applicant Address	CAZENOVIA CREEK FUNDING II LLC PO BOX 54132 NEW ORLEANS, LA 70154		Application date	Apr 02, 2020	
Property description	SCHIMMEL BILLY & SCHIMMEL DAPHNE 8447 PENSACOLA BLVD PENSACOLA, FL 32534 8447 PENSACOLA BLVD BEG AT INTER OF S LI OF N 660 FT OF LT 2 & ELY R/W LI OF ST LOUIS & SAN FRANCISCO RR (100 FT R/W) E (Full legal attached.)		Certificate #	2018 / 990	
			Date certificate issued	06/01/2018	
			Deed application number	2000236	
			Account number	03-0033-000	
Part 2: Certificates Owned by Applicant and Filed with Tax Deed Application					
Column 1 Certificate Number	Column 2 Date of Certificate Sale	Column 3 Face Amount of Certificate	Column 4 Interest	Column 5: Total (Column 3 + Column 4)	
# 2018/990	06/01/2018	1,765.42	88.27	1,853.69	
→ Part 2: Total*				1,853.69	
Part 3: Other Certificates Redeemed by Applicant (Other than County)					
Column 1 Certificate Number	Column 2 Date of Other Certificate Sale	Column 3 Face Amount of Other Certificate	Column 4 Tax Collector's Fee	Column 5 Interest	Total (Column 3 + Column 4 + Column 5)
# /					
Part 3: Total*					0.00
Part 4: Tax Collector Certified Amounts (Lines 1-7)					
1. Cost of all certificates in applicant's possession and other certificates redeemed by applicant (*Total of Parts 2 + 3 above)					1,853.69
2. Delinquent taxes paid by the applicant					0.00
3. Current taxes paid by the applicant					1,611.64
4. Property information report fee and Deed Application Recording and Release Fees					200.00
5. Tax deed application fee					175.00
6. Interest accrued by tax collector under s.197.542, F.S. (see Tax Collector Instructions, page 2)					0.00
7. Total Paid (Lines 1-6)					3,840.33
I certify the above information is true and the tax certificates, interest, property information report fee, and tax collector's fees have been paid, and that the property information statement is attached.					
Sign here: <u>Condice Lewis</u> Signature, Tax Collector or Designee			Escambia County, Florida Date <u>April 20th, 2020</u>		

Send this certification to the Clerk of Court by 10 days after the date signed. See Instructions on Page 2



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: 221S302000000000 Account: 030033000 Owners: SCHIMMEL BILLY & SCHIMMEL DAPHNE Mail: 8447 PENSACOLA BLVD PENSACOLA, FL 32534 Situs: 8447 PENSACOLA BLVD 32534 Use Code: STORE, 1 STORY Taxing Authority: COUNTY MSTU Tax Inquiry: Open Tax Inquiry Window Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector		Assessments <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>2019</td> <td>\$24,225</td> <td>\$81,615</td> <td>\$105,840</td> <td>\$105,840</td> </tr> <tr> <td>2018</td> <td>\$24,225</td> <td>\$77,233</td> <td>\$101,458</td> <td>\$101,458</td> </tr> <tr> <td>2017</td> <td>\$24,225</td> <td>\$75,155</td> <td>\$99,380</td> <td>\$99,380</td> </tr> </tbody> </table> <u>Disclaimer</u> <u>Tax Estimator</u> > <u>File for New Homestead Exemption Online</u>		Year	Land	Imprv	Total	Cap Val	2019	\$24,225	\$81,615	\$105,840	\$105,840	2018	\$24,225	\$77,233	\$101,458	\$101,458	2017	\$24,225	\$75,155	\$99,380	\$99,380																
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		Extra Features ASPHALT PAVEMENT																																					

Parcel Information Section Map Id: 11-1S-30-2 Approx. Acreage: 0.1709 Zoned: HC/LI Evacuation & Flood Information Open Report	Launch Interactive Map	
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[View Florida Department of Environmental Protection\(DEP\) Data](#)

Buildings	
Address: 8447 PENSACOLA BLVD, Year Built: 1979, Effective Year: 1979	
Structural Elements DECOR/MILLWORK-AVERAGE DWELLING UNITS-0 EXTERIOR WALL-CONCRETE BLOCK FLOOR COVER-VINYL/CORK	

FOUNDATION-SLAB ON GRADE
HEAT/AIR-CENTRAL H/AC
INTERIOR WALL-DRYWALL-PLASTER
INTERIOR WALL-EXPOSED BLK/BRK
NO. PLUMBING FIXTURES-2
NO. STORIES-2
ROOF COVER-COMPOSITION SHG
ROOF FRAMING-GABLE-HI PITCH
STORY HEIGHT-10
STRUCTURAL FRAME-MASONRY
PIL/STL

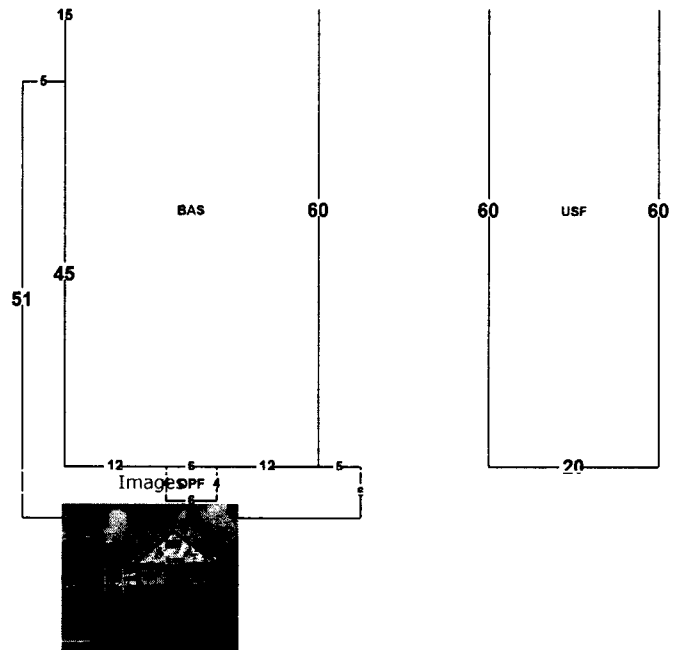
 Areas - 3465 Total SF

BASE AREA - 1800

OPEN PORCH FIN - 24

PATIO - 441

UPPER STORY FIN - 1200



7/10/18

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

Last Updated:04/29/2020 (tc.2795)

NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That **CAZENOVIA CREEK FUNDING II LLC** holder of **Tax Certificate No. 00990**, issued the **1st day of June, A.D., 2018** 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 INTER OF S LI OF N 660 FT OF LT 2 & ELY R/W LI OF ST LOUIS & SAN FRANCISCO RR (100 FT R/W) E ALG S LI OF N 660 FT OF LT 2 97 28/100 FT TO WLY R/W LI OF STATE RD 95 (200 FT R/W) SD PT BEING IN S LI OF BLK 117 ENSLEY S/D 105 DEG 03 MIN LEFT ALG R/W LI 157 67/100 FT FOR POB CONT SAME COURSE 100 FT 74 DEG 57 MIN LEFT 65 50/100 FT TO ELY R/W OF ST LOUIS & SAN FRANCISCO RR 98 DEG 02 MIN LEFT ALG R/W 121 63/100 FT LEFT 77 57/100 FT TO POB OR 6971 P 1670

SECTION 22, TOWNSHIP 1 S, RANGE 30 W

TAX ACCOUNT NUMBER 030033000 (0221-24)

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

BILLY SCHIMMEL and DAPHNE SCHIMMEL

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 February, which is the **1st day of February 2021**.

Dated this 29th day of April 2020.

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



CERTIFICATION OF TAX DEED APPLICATION

Sections 197.502 and 197.542, Florida Statutes

DR-513
Rule 12D-16.002 F.A.C
Effective 07/19
Page 1 of 2

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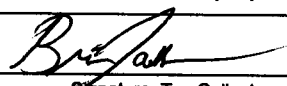
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1. Cost of all certificates in applicant's possession and other certificates redeemed by applicant (*Total of Parts 2 + 3 above)	1,853.69
2. Delinquent taxes paid by the applicant	0.00
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4. Property information report fee	200.00
5. Tax deed application fee	175.00
6. Interest accrued by tax collector under s.197.542, F.S. (see Tax Collector Instructions, page 2)	0.00
7. Total Paid (Lines 1-6)	3,840.33

I certify the above information is true and the tax certificates, interest, property information report fee, and tax collector's fees have been paid, and that the property information statement is attached.

Sign here: 
Signature, Tax Collector or Designee

Escambia, Florida

Date July 29th, 2020

Send this certification to the Clerk of Court by 10 days after the date signed. See Instructions on Page 2

Part 5: Clerk of Court Certified Amounts (Lines 8-14)	
8. Processing tax deed fee	
9. Certified or registered mail charge	
10. Clerk of Court advertising, notice for newspaper, and electronic auction fees	
11. Recording fee for certificate of notice	
12. Sheriff's fees	
13. Interest (see Clerk of Court Instructions, page 2)	
14. Total Paid (Lines 8-13)	
15. Plus one-half of the assessed value of homestead property, if applicable under s. 197.502(6)(c), F.S.	
16. Statutory opening bid (total of Lines 7, 14, 15, and 16 if applicable)	
Sign here: _____ Date of sale <u>02/01/2021</u> Signature, Clerk of Court or Designee	

INSTRUCTIONS *+6.25*

Tax Collector (complete Parts 1-4)

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Clerk of Court (complete Part 5)

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Line 14: Enter the total of Lines 8-13. Complete Lines 15-18, if applicable.

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OR BK 4716 PG1299
Escambia County, Florida
INSTRUMENT 2001-849020

IN THE CIRCUIT COURT OF FLORIDA
FIRST JUDICIAL CIRCUIT, IN AND
FOR ESCAMBIA COUNTY, CIVIL ACTION

In Re: CASE NO.: 98-0000247-FL

HARRIS, LAURA

FILED & RECORDED

Petitioner.

2001 MAY 31 PM 2:29

vs.

SCHIMMEL, BILLY D,
4605 TRADEWINDS DRIVE
PENSACOLA, FL 32514

Respondent.

JUDGMENT/CERTIFICATE OF DELINQUENCY

The undersigned, being the duly authorized and responsible local depository for court-ordered support payments pursuant to F.S. 61.181, in ESCAMBIA County hereby certifies that SCHIMMEL, BILLY D. has failed to pay into the depository the court-ordered support payment as mandated by the current Support Order in this cause. As of this date, the total support arrearage is \$300.00 balance at terms, not including any costs or fees.

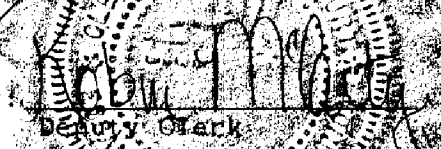
I further certify that SCHIMMEL, BILLY D. was issued a Notice of Delinquency on 04/16/2001, and thirty (30) or more days having elapsed since the delinquent payment referenced above was due. Pursuant to F.S. 61.14 this Certificate evidences a Final Judgment by operation of law for all past due and future payments together with all applicable costs and fees as otherwise provided by law for which execution may issue and which has the full force, effect and attributes of a Judgment entered by a Court in the State of Florida.

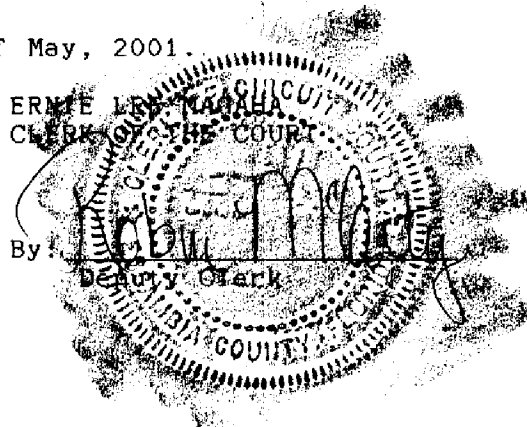
Dated this 29th day of May, 2001.

RCD Jun 05, 2001 10:22 am
Escambia County, Florida

Ernie Lee Magaha
Clerk of the Circuit Court
INSTRUMENT 2001-849020

ERNIE LEE MAGAHA
CLERK OF THE COURT

By: 
Deputy Clerk



OR BK 5121 PG1364
Escambia County, Florida
INSTRUMENT 2003-087265

IN THE COUNTY COURT IN AND
FOR ESCAMBIA COUNTY, FLORIDA
CASE NO: 2002-SC-5878

NCO FINANCIAL SYSTEMS, INC.,
as assignee of CHEVY CHASE BANK

OR BK 5061 PG1598
Escambia County, Florida
INSTRUMENT 2003-055160

Plaintiff

FINAL JUDGMENT

vs.

RCD Apr 25, 2003 08:57 am
Escambia County, Florida

BILLY D SCHIMMEL, II

ERNIE LEE MAGAHA
Clerk of the Circuit Court
INSTRUMENT 2003-087265

Defendant(s)

IT IS HEREBY ORDERED AND ADJUDGED THAT:

Plaintiff whose address is 1705 Whitehead Rd., Baltimore, MD 21207 shall recover from Defendant(s) BILLY D SCHIMMEL, II the principal sum of \$2,962.45, court costs in the amount of \$117.50, interest in the amount of \$2,584.88, and attorneys' fees in the amount of \$ 300.00, that shall bear interest at the rate of 6% per annum, for all of which let execution issue.

IT IS FURTHER ORDERED AND ADJUDGED THAT:

The Defendant(s) shall complete the Florida Small Claims Rules Form 7.343 (Fact Information Sheet) and return it to the Plaintiff's attorney, within 45 days from the date of this Final Judgment, unless the Final Judgment is satisfied or a motion for new trial or notice of appeal is filed.

Jurisdiction of this case is retained to enter further orders that are proper to compel the Defendant(s) to complete form 7.343 and return it to the Plaintiff's attorney.

DONE AND ORDERED at Pensacola, Escambia County, Florida on this the 30 day of January, 2003.

January, 2003.

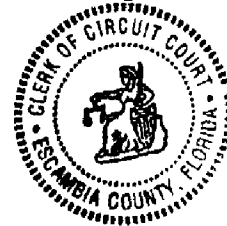
Ernie Lee Magaha
COUNTY COURT JUDGE

Copies furnished to:

HAYT, HAYT & LANDAU
7765 SW 87 Ave, Suite 101
Miami, FL 33173

BILLY D SCHIMMEL, II
4605 Tradewinds Dr
Pensacola Florida 32514
02-11662-0 4246171010017437

"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: *Wendell* D.C.



RCD Feb 03, 2003 01:35 pm
Escambia County, Florida

ERNIE LEE MAGAHA
Clerk of the Circuit Court
INSTRUMENT 2003-055160

1008

Department of the Treasury - Internal Revenue Service

Notice of Federal Tax Lien

For Optional Use by Recording Office

143139003

ERNIE LEE MAGAHA
Clerk of the Circuit Court
INSTRUMENT 2003-175023

Residence 4605 TRADEWINDS CIR
PENSACOLA, FL 32514-6770

Kind of Tax (a)	Tax Period Ending (b)	Identifying Number (c)	Date of Assessment (d)	Last Day for Refiling (e)	Unpaid Balance of Assessment (f)
1040	12/31/2000		05/26/2003	06/25/2013	3192.03
1040	12/31/2001		05/19/2003	06/18/2013	5997.36
1040	12/31/2002		06/02/2003	07/02/2013	6345.29
Place of Filing CLERK OF CIRCUIT COURT ESCAMBAIA COUNTY PENSACOLA, FL 32595					Total \$ 15534.68

JAMES R. EVANS SERVICE
 1000 W 15TH AVE
 1000 W 15TH AVE
 JACKSONVILLE FL 32202

Title
ACS
(800) 829-3903

25-00-0008

Form **668(Y)(c)** (Rev. 10-00)
CAT. NO 60025X

Recorded in Public Records 09/06/2012 at 04:09 PM OR Book 6903 Page 1977,
Instrument #2012068211, Ernie Lee Magaha Clerk of the Circuit Court Escambia
County, FL Recording \$18.50

OR BK 4538 PG0740
Escambia County, Florida
INSTRUMENT 00-718167

FILED & RECORDED

IN THE CIRCUIT COURT IN AND FOR ESCAMBIA COUNTY, FLORIDA

WHITNEY NATIONAL BANK,
f/k/a Whitney National Bank of Florida
P.O. Box 61260
New Orleans, LA 70161,

Mar 20 10 57 AM '00

CLERK
JURY
CLERK

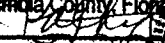
Plaintiff

v.

Case No.: 98-0986-CA-01
Division: "J"

BILL D. SCHIMMEL,

Defendant.

Certified to be a true copy
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: 2/28/00

FINAL JUDGMENT

THIS MATTER having come before the Court upon Plaintiff's Affidavit of Default and
Indebtedness, and the Court having considered same and the other Affidavits supporting
the sums owing, it is

COUNT I

ADJUDGED that Plaintiff, WHITNEY NATIONAL BANK, f/k/a Whitney National
Bank of Florida, recover from Defendant, BILL D. SCHIMMEL, the sum of \$29,245.68 on
principal, interest, and late charges through January 5, 2000 plus a per diem thereafter of
\$7.220241, until this final judgment is entered and thereafter at the rate provided for, plus
\$2,458.50 for attorneys' fees, which the Court hereby finds are reasonable fees, with
costs in the sum of \$110.50, making a total of \$31,814.68, that shall bear interest at the
rate of 10%, for which let execution issue.

COUNT II - LOST INSTRUMENT

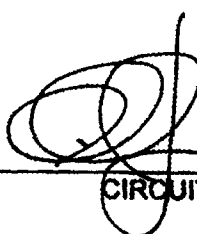
IT IS FURTHER ORDERED AND ADJUDGED that a copy of the Note was

DR BK 4538 PG0741
Escambia County, Florida
INSTRUMENT 00-718167

presented to the Court, but the original Note has been lost. Plaintiff is entitled to reestablish and enforce a photocopy of the Note. Accordingly, the original Note sued upon herein is reestablished, and a copy of said Note is substituted in place of the original as if it were the original.

DONE AND ORDERED in chambers at Pensacola, Escambia County, Florida this

20th day of March, 2000.


CIRCUIT JUDGE

Conformed copies to:

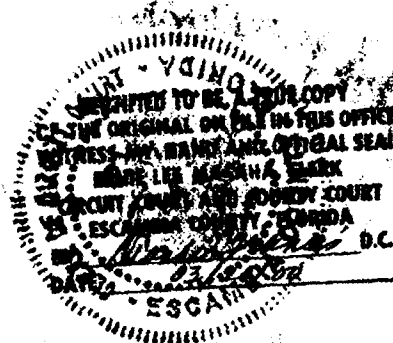
Sally Carney Bussell, Esquire

Robert R. McDaniel, Esquire, Attorney for Bill D. Schimmel, 103 N DeVilliers St, Pensacola, FL 32501

Mr. Bill D. Schimmel, 4605 Tradewinds Dr, Pensacola, FL 32514

Prepared by:

Sally Carney Bussell, Esquire



RCD Mar 24, 2000 09:01 am
Escambia County, Florida

Ernie Lee Magaha
Clerk of the Circuit Court
INSTRUMENT 00-718167

Recorded in Public Records 09/06/2012 at 04:09 PM OR Book 6903 Page 1979,
Instrument #2012068212, Ernie Lee Magaha Clerk of the Circuit Court Escambia
County, FL Recording \$18.50

IN THE CIRCUIT COURT IN AND FOR ESCAMBIA COUNTY, FLORIDA

WHITNEY NATIONAL BANK
f/k/a Whitney National Bank of Florida,

Plaintiff,

v.

CASE NO.: 98-0986-CA-01

BILL D. SCHIMMEL,

Defendant.

AFFIDAVIT OF LAST KNOWN ADDRESS

Before me, the undersigned authority, personally appeared Rhonda Verduzco,
who, after being duly sworn, deposes and says:

1. That she is the Legal Adjuster of Whitney National Bank; that she has personal knowledge of the facts herein; and is authorized to execute this Affidavit on behalf of Whitney National Bank.
2. That the current mailing address of Whitney National Bank, is P. O. Box 4019, Gulfport, Mississippi 39502.
3. That the last known address of Bill D. Schimmel is 3088 Pine Forest Road, Cantonment, Florida 32533.
4. That Whitney National Bank is the owner and holder of that Final Judgment entered against Bill D. Schimmel on March 20, 2000, in this case.

FURTHER AFFIANT SAYETH NAUGHT.

WHITNEY NATIONAL BANK

By: Rhonda Verduzco
Its: Legal Adjuster

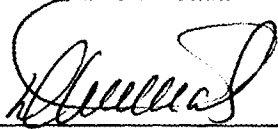
BK: 6903 PG: 1980 Last Page

STATE OF MISSISSIPP

COUNTY OF Hancock

The foregoing Affidavit of Last Known Address was acknowledged before me this 28th day of August, 2012, by Rhonda Verduzco, as Legal Adjuster of Whitney National Bank on behalf of the bank. She is personally known to me or has produced Self as identification and did take an oath.




Notary Public

Pensacola, FL 32503

1. The parties are awarded Judgment for Dissolution of Marriage, and the bonds of matrimony heretofore existing between BILLY D. SCHIMMEL, II (hereinafter referred to as "Husband") and DAPHNE SCHIMMEL (hereinafter referred to as "Wife") are hereby dissolved.
2. The Marital Settlement Agreement and Parenting Plan of the parties, attached hereto as Exhibit "A" and incorporated herein by reference for all purposes, is approved and expressly made a part of this Final Judgment for Dissolution of Marriage, and all of the terms and provisions of said Agreement are RATIFIED, CONFIRMED, and ADOPTED as Orders of this Court to the same extent and with the same force and effect as if its terms and provisions were set forth verbatim in this Final Judgment, and the parties are **ORDERED** to comply with the terms and provisions of said Marital Settlement Agreement and Parenting Plan.
3. Each party shall (a) provide to the other party any necessary information or to execute and/or deliver any instrument or document necessary to transfer title or interest in property consistent with this Final Judgment, the Marital Settlement Agreement, or the Parenting Plan, and (b) timely perform such other acts that are reasonably necessary or that may be reasonably requested by the other party to effectuate the provisions of this Final Judgment, the Marital Settlement Agreement, or the Parenting Plan.
4. The Court expressly retains jurisdiction of this cause for the purpose of enforcing, construing, interpreting, or modifying the terms of this Final Judgment and the terms of the Marital Settlement Agreement entered into by the parties herein.

DONE AND ORDERED in Chambers at Pensacola, ESCAMBIA County, Florida


eSigned by CIRCUIT COURT JUDGE STEPHEN PITRE in 2020 DR 001653
on 06/19/2020 11:25:11 SF4piLmX

Conformed copies to:

Daphne Schimmel
Respondent/Wife
1011 Taga Drive
McComb, MS 39648

Jeremiah J. Talbott, Esq.
Attorney for Petitioner/Husband
900 East Moreno Street

Filing # 109123337 E-Filed 06/19/2020 01:12:06 PM

**IN THE CIRCUIT COURT OF THE FIRST JUDICIAL CIRCUIT,
IN AND FOR ESCAMBIA COUNTY, FLORIDA**

IN RE THE MARRIAGE OF:

BILLY D. SCHIMMEL, II,
Petitioner/Husband,

and

DAPHNE SCHIMMEL,
Respondent/Wife.

Case No.: 2020 DR 001653

Division: _____

FINAL JUDGMENT OF DISSOLUTION OF MARRIAGE

THIS CAUSE came before this Court, upon the Petition for Dissolution of Marriage filed by Husband. The Court, having reviewed the file, and having considered the Special Affidavit of the Petitioner and evidence as to residency and being otherwise fully advised on the premises, the Court **FINDS** as follows:

1. The Court has jurisdiction of the parties and the subject matter herein.
2. The Petitioner has been a resident of the State of Florida for at least six (6) months prior to the filing of the Petition for Dissolution of Marriage.
3. Irreconcilable differences exist and have caused the irretrievable breakdown of the marriage, and all efforts and hope of reconciliation would be impracticable and not in the best interests of the parties.
4. The parties wish to settle between themselves their respective rights, duties, and obligations regarding property and liabilities and parenting provisions and terms, and so have entered into a written Marital Settlement Agreement and Parenting Plan. This Agreement and Plan, attached hereto as Exhibit "A," were entered into voluntarily by each party, and has been filed of record and introduced into evidence at the final hearing in this cause.
5. The court conducted a case management conference June 19, 2020 confirming the marital settlement agreement and parenting plan represented the intent of the Wife, that she has relocated to Florida, and to know to the parties that while the child support obligation is *de minimus*, the parties are not allowed to waive the child support obligation in general and the minuscule amount due currently may be subject to change depending upon future circumstances as permitted by law.

IT IS, therefore, ORDERED and ADJUDGED as follows:

IN WITNESS WHEREOF, we have hereunto set our hand and seals this 31st day of January, 2013.

Signed in the presence of:

Carey Fox
Print name: Carey Fox

Heidi T. Gibson
Print name: Heidi T. Gibson

Carey Fox
Print name: Carey Fox

Heidi T. Gibson
Print name: Heidi T. Gibson

Billy Schimmel
Billy Schimmel, Buyer

Date: 1/21/13

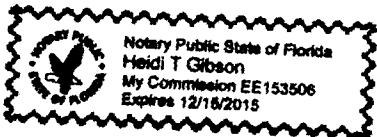
Daphne Schimmel
Daphne Schimmel, Buyer

Date: 1/31/13

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was subscribed and acknowledged before me this 31st day of January, 2013, by Billy Schimmel and Daphne Schimmel, who are personally known to me or who produced FL drivers license as identification.

Heidi T. Gibson
Notary Public



Uniform Commercial Code or of the remedies provided elsewhere in this instrument.

17. If Mortgagor fails to pay any claim, lien or encumbrance which is superior to this mortgage (it being agreed by Mortgagor that any such failure shall constitute a breach or default hereunder), or when due, any tax or assessment or insurance premium, or to keep the Mortgaged Property in repair, or shall commit or permit waste, or if there be commenced any action or proceeding affecting the Mortgaged Property or the title thereto, or the interest of Mortgagees therein, including, but not limited to, eminent domain and bankruptcy or reorganization proceedings, then Mortgagee, at its option, may pay said claim, lien, encumbrance, tax, assessment or premium, with right of subrogation thereunder, may make such repairs and take such steps as it deems advisable to prevent or cure such waste, and may appear in any such action or proceeding and retain counsel therein, and take such action therein as Mortgagee deems advisable, and for any such purposes Mortgagee may advance such sums of money, including all costs, reasonable attorney's fees and other items of expense as it deems necessary, and in so doing any funds advanced shall bear interest at the maximum rate provided by law and shall be due and repayable immediately without demand, and any such expenditures shall be secured by the lien of this mortgage. In such event, Mortgagee shall be the sole judge of the legality, validity and priority of any such claim, lien, encumbrance, tax, assessment and premium and of the amount necessary to be paid in satisfaction thereof. Mortgagee shall not be held accountable for any delay in making any such payment, which delay may result in any additional interest, costs, charges, expenses or otherwise. Mortgagees shall be subrogated for further security to the lien of any and all liens or encumbrances paid out of the proceeds of the loan secured by this mortgage, even though the lien or encumbrances are to be paid from such proceeds and to be released.

18. That this mortgage pertains to real property situate, lying and being in the State of Florida and shall be construed and enforced in accordance with the laws of the State of Florida.

Wherever used herein the terms "Mortgagor" and "Mortgagee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations; and the term "note" includes all the notes herein described if more than one. Wherever used the singular numbers shall include the plural and the plural the singular, and the use of any gender shall include all genders.

[THIS SPACE INTENTIONALLY LEFT BLANK]



14. The Mortgagor hereby assigns, transfers and conveys unto the Mortgagee, the rents, royalties, income, revenues and profits accrued and to accrue from the Mortgaged Property, or any part thereof, including rentals and royalties under oil, gas and mineral leases, if any, during the lifetime of this mortgage, it being understood that as long as there is no default in the performance or observance of any of the covenants or agreements herein contained the Mortgagor shall have the privilege of collecting and receiving all rents, royalties, income revenues and profits accruing from the Mortgaged Property or any part thereof.

15. That the Mortgaged Property (and any real property adjacent to or in the immediate vicinity of the Mortgaged Property owned by Mortgagor) has not and is not being used for the discharge, disbursal, release, dumping, storage, treatment, generation, manufacture, use or disposal of any toxic or hazardous waste, contaminating materials, pollutants, orally other substance potentially harmful to persons, property, the environment or natural resources (including but not limited to, asbestos or asbestos containing materials) (all of same hereinafter referred to as "Prohibited Substances"), whether in compliance with all applicable federal, state and local statutes, laws, ordinances, rules and regulations (hereinafter "Applicable Laws") or otherwise, ant that Mortgagor has not received notice of or other information concerning, and, after diligent search and inquiry, are not aware of any proposed, threatened, anticipated or pending proceeding, investigation, administrative order, consent order, decree, agreement, litigation, settlement or other action by any governmental body or agency, entity or person concerning violation of or compliance with any such Applicable Laws. Mortgagor covenants and agrees to abide by all Applicable Laws pertaining to Prohibited Substances, and covenants and agrees not to allow any such Prohibited Substances to be discharged, disbursed, released, dumped, stored, treated, generated, manufactured, used or disposed of (whether by Mortgagors or otherwise) in, on, under, or over (the Mortgaged Property or any real property adjacent to or in the immediate vicinity of the Mortgaged Property owned by Mortgagor.

16. That this instrument is intended to be and is a security agreement pursuant to the Uniform Commercial Code for any of the items specified above as part of the Mortgaged Property which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and Mortgagor hereby grants Mortgagee a security interest in said items. Mortgagor agrees that the recording and/or filing of this instrument, or a reproduction hereof, in the public records and/or any other appropriate index (including, without limitation, the Florida Secretary of State's office) shall also constitute a financing statement for any of the items indicated above as being a part of the Mortgaged Property. Any reproduction of this instrument or of any other security agreement or financing statement shall be sufficient as a financing statement. In addition, Mortgagor agrees to execute and deliver to Mortgagee, upon Mortgagee's request, any financing statements, as well as extensions, renewals and amendments thereof, and reproductions of this instrument in such form as Mortgagee may require to perfect a security interest with respect to said items. Mortgagor shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements Mortgagee may reasonably require. Without the prior written consent of Mortgagee, Mortgagor shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said items. Upon Mortgagor's breach of any covenant or agreement of Mortgagor contained in this instrument, including the covenants to pay when due all sums secured by this instrument, Mortgagee shall have the remedies of a secured party under the Uniform Commercial Code and, at Mortgagee's option, may also invoke the remedies provided elsewhere in this instrument as to such items. In exercising any of said remedies, Mortgagee may proceed against the items of real property and any items of personal property specified above as part of the Mortgaged Property separately or together and in any order whatsoever, without in any way affecting the availability of Mortgagee's remedies under the



agreements, conditions and covenants in said promissory notes and other obligations and set forth in this mortgage, and to comply with all statutes, laws, ordinances, regulations, covenants, conditions and restrictions affecting the Mortgaged Property, and not to cause or permit any violation thereof.

9. No person liable for the debt hereby secured, whether such liability is primary or secondary, and whether such liability is created by endorsement of the notes or as joint maker of the notes, or guarantor, or having assumed the obligation to pay said mortgage debt otherwise liable for said mortgage debt, shall be released or discharged from liability of the aforesaid debt by virtue of any extension or renewal granted by the Mortgagee to the maker of the notes hereby secured, or any other person liable for said debt, whether primary or secondary. The Mortgagee is hereby expressly granted the right and power to grant such extensions to the makers of the notes hereby secured as said Mortgagee may deem advisable, without first obtaining the consent of any other person liable for said debt, whether primary or secondary, and to take such renewals of the notes and debt hereby secured as said Mortgagee may deem advisable, without first securing the consent of any other person liable for said indebtedness. No delay in the enforcement by the Mortgagee of any of the rights of said Mortgagee arising by virtue of this mortgage and promissory notes hereby secured operate as a release or discharge of any person liable for the debt hereby secured, whether primary or secondary.

10. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Mortgaged Property, or part thereof or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Mortgagee. Mortgagee shall also be entitled to recover from Mortgagor any attorney's fees incurred in connection therewith. If the property is abandoned by Mortgagor, or if, after notice by Mortgagee to Mortgagor that the condemner offers to make an award or settle a claim for damages, Mortgagor fails to respond to Mortgagee within 30 days after the date such notice is mailed, Mortgagee is authorized to collect and apply the proceeds, at Mortgagee's option, either to the restoration or repair of the Mortgaged Property or to the sums secured by this mortgage. Unless Mortgagee and Mortgagor otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in the notes and this mortgage or change the amount of such installments.

11. That neither the provisions of this mortgage nor any note secured hereby shall have the effect of or be construed as requiring or permitting Mortgagor to pay interest in excess of the highest rate per annum allowable by applicable law or any item or items of indebtedness referred to in this mortgage, and should any such excess be charged or paid, it shall be credited to the unpaid principal indebtedness.

12. If the indebtedness secured hereby is now or hereafter further secured by chattel mortgages, security interests, financing statements, pledges, contracts or guaranty, assignments of leases, or other securities, or if the Mortgaged Property hereby encumbered consists of more than one parcel of real property, Mortgagee may at its option exhaust any one or more of said securities and security hereunder, either concurrently or independently, and in such order as it may determine.

13. That the monies advanced (as evidenced by the notes secured by this mortgage) by Mortgagee to Mortgagor have been advanced after investigation and consideration of the creditworthiness and character of Mortgagor and the ability of Mortgagor to repay same and prudently manage the Mortgaged Property. On any sale or transfer of (a) all or any portion of the Mortgaged Property, or any interest therein; or (b) beneficial interest in Mortgagor, Mortgagee may, at Mortgagee's option, declare all of the sums secured by this instrument to be immediately due and payable, and Mortgagee may invoke any remedies provided for herein.



as its interest may appear, including a "standard" Mortgagee clause, and to furnish Mortgagee original or memorandum copy of such policy or policies, and in the event any sum of money becomes payable under such policy or policies, the Mortgagee shall have the option to receive and apply the same on account of the indebtedness secured hereby, or to permit said Mortgagor to receive and use it, or any part thereof, for purpose of improving said land, without thereby waiving or impairing any equity, lien or right under or by virtue of this mortgage, and said Mortgagee may place and pay for such insurance, or any part thereof, without waiving or affecting the option to foreclose, or any right hereunder, and each and every such payment shall bear interest from date thereof until paid at the highest rate allowed by law, and all such payments, with interest, as aforesaid, shall be secured by the lien hereof. The Mortgagee is empowered to adjust, compromise, submit to arbitration and appraisal and collect, and apply to the reduction of said indebtedness, and claim for loss arising under any insurance policy covering said premises; and to that end the Mortgagee is irrevocably appointed the attorney in fact of the Mortgagor to execute and deliver such receipts, releases and other writings as shall be requisite to accomplish such adjustments, compromise, arbitration, appraisal and collection. Unless Mortgagee and Mortgagor otherwise agree in writing, any application of insurance proceeds to principal shall not extend or postpone the due date of the installments referred to in the notes and this mortgage or change the amount of such payments.

6. That if any payment of interest due or payable by the terms of said promissory notes or other obligations or other sum of money due or payable by virtue of this instrument, be not promptly and fully paid when the same become severally due and payable, without demand or notice, or if each and every one of the stipulations, covenants, agreements and conditions of the said promissory notes or other obligations, and of this mortgage, any or either, are not duly and promptly performed, complied with and abided by, the said entire aggregate sum mentioned in the said promissory notes and other obligations then remaining unpaid, with interest accrued, shall become due and payable forthwith or thereafter at the option of the Mortgagee, as fully and completely as if said aggregate sum and accrued interest were originally stipulated to be paid on such day, anything in the said promissory notes or order obligations or herein, to the contrary notwithstanding. If Mortgagor shall make an assignment for the benefit of creditors, or if a receiver be appointed for Mortgagor of its property, or if Mortgagor files a petition in bankruptcy, or is adjudicated a bankrupt, or files any petition or institutes any proceedings under any chapter of Title 11 of the United States Code, or if Mortgagor becomes the subject of any proceedings, under any insolvency or bankruptcy act, for its reorganization or composition with its creditors, then on the happening of any one or more of these events, the whole indebtedness secured hereby shall immediately become due and payable, at the option of the Mortgagee, and this mortgage may thereupon be foreclosed.

7. It is further covenanted and agreed by said parties that in the event of a suit being instituted to foreclose this mortgage, the Mortgagee shall be entitled to apply at any time pending such foreclosure suit to the Court having jurisdiction thereof for the appointment of a Receiver of all and singular the Mortgaged Property, and of all the rents, income, profits, issues and revenues thereof, from whatsoever source derived; and thereupon it is hereby expressly covenanted and agreed that the Court shall forthwith appoint a Receiver of said Mortgaged Property, all and singular, and of such rents, income, profits, issues and revenues thereof, from whatsoever source derived; with the usual powers and duties of Receivers in like cases; and such appointment shall be made by such Court as a matter of strict right to the Mortgagee and without reference to the adequacy or inadequacy of the value of the property hereby mortgaged, or to the solvency or insolvency of the Mortgagor and that such rents, profits, income, issues and revenues shall be applied by such Receiver to the payment of the mortgage indebtedness, costs and charges, according to the order of such Court.

8. To perform, comply with and abide by each and every one of the stipulations,



by the lien hereof. Mortgagor shall furnish Mortgagee receipt for ad valorem taxes on the Mortgaged Property no later than 15 days after the due date of same.

3. To pay all and singular the costs, fees, charges and expenses, of every nature and kind, including all the costs of an abstract of title to the above described lands found to be convenient or expedient in connection with any suit for the foreclosure of this mortgage, and also including all costs and expenses of the said suit, including attorney's fee in a reasonable amount to the attorney of the plaintiff foreclosing, which costs and fees shall be included in the lien of this mortgage, because of the failure on the part of the said Mortgagor to perform, comply with and abide by all or any of the covenants, conditions and stipulations of said promissory notes, and this mortgage, and in the foreclosure of this mortgage and in collecting the amount secured hereby, each and every such payment shall bear interest from date thereof until paid at the highest rate allowed by law, and such payments with interest thereon as aforesaid, shall be secured by the lien hereof. "Attorney's fees," as that phrase is used in this mortgage shall include, among other things, the reasonable fees of the attorney and also of any legal assistants, paralegals, law clerks and others utilized by the attorney and under the attorney's supervision, as well as out-of-pocket costs incurred and/or advanced-by any of same, all regardless of whether incurred in or advanced prior to the initiation of any legal or equitable proceeding, in arbitration, in trial, in any administrative, bankruptcy or other similar proceedings, or any appeal from any of same.

4. Mortgagor (a) shall not permit, commit or suffer any waste, impairment or deterioration of the Mortgaged Property, or any part thereof; (b) shall restore and repair promptly and in a good workmanlike manner all or any part of the Mortgaged Property to the equivalent of its original condition, or such other condition as Mortgagee may approve in writing, in the event of any damage, injury or loss thereto, whether or not insurance proceeds are available to cover in whole or in part the cost of such restoration or repair; (c) shall keep the Mortgaged Property, including improvements, fixtures, equipment, machinery and appliances thereon in good repair and shall replace fixtures, equipment, machinery and appliances on the Mortgaged Property when necessary to keep such items in good repair, including, but not limited to, well painted, weatherproofed and making of such repairs as Mortgagee may, from time to time, determine to be necessary for the preservation of the Mortgaged Property; (d) shall prudently and professionally manage the Mortgaged Property; (e) shall give notice in writing to Mortgagee of and, unless otherwise directed in writing by Mortgagee, appear in and defend any action or proceeding purporting to affect the Mortgaged Property, the security of this instrument or the rights or powers of Mortgagee; (f) shall comply with the provisions of any lease, if this mortgage is on a leasehold; and (g) if this mortgage is on a unit in a condominium, shall perform all of Mortgagor's obligations under the Declaration creating or governing the condominium, the by-laws and regulations of the condominium and constituent documents. Mortgagor shall first obtain the written consent of Mortgagee, such consent to be granted or withheld at the sole discretion of Mortgagee, before (i) removing or demolishing any building now or hereafter erected on the premises, (ii) altering the arrangement, design or structural character thereof, (iii) making any repairs which involve the removal of structural parts or the exposure of the interior of such building to the elements, (iv) cutting or removing or permitting the cutting or removal of any trees or timber on the Mortgaged Property, (v) removing or exchanging any tangible personal property which is part of the Mortgaged Property, except when incident to the replacement thereof with items of likekind, or (vi) entering into or modifying any leases of the Mortgaged Property. Mortgagee shall have the right to inspect the Mortgaged Property on reasonable notice to Mortgagor.

5. To keep the Mortgaged Property (or so much thereof as is insurable) insured against fire and windstorm and extended coverage in a sum of not less than the full insurable value in a company to be approved by said Mortgagee, loss, if any, payable to the Mortgagee,



Property). Mortgagor hereby grants to Mortgagee a security interest in the foregoing described tangible and intangible personal property.

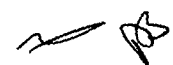
TO HAVE AND TO HOLD the Mortgaged Property, together with all and singular the tenements, hereditaments, easements and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders thereof and all the estate, right, title, interest, homestead, separate estate, possession, claim and demand whatsoever, as well in law as in equity, of Mortgagor and unto the same, and every part thereof, with the appurtenances of Mortgagor in and to the same, and every part and parcel thereof unto Mortgagee. And the said Mortgagor hereby covenants with said Mortgagee that the said Mortgagor is indefeasibly seized of said real property in fee simple; that the said Mortgagor has full power and lawful right to convey the same in fee simple as aforesaid; that it shall be lawful for the said Mortgagee at all times peaceably and quietly to enter upon, occupy and enjoy said real property and every part thereof; that the said real property and every part thereof is free from all encumbrances; that the said Mortgagor will make such further assurances to perfect the fee simple title to said real property in said Mortgagee as may reasonably be required; and that the said Mortgagor, does hereby fully warrant the title to said real property, and every part thereof, and will defend the same against the lawful claims of all persons whomsoever.

THE FOREGOING CONVEYANCE is intended to be, and is, a mortgage to secure the payment of one promissory note of date even herewith for the sum of Two Hundred Ninety Thousand and 00/100 Dollars (\$290,000.00) and one promissory note of date even herewith for the sum of Ten Thousand and 00/100 Dollars (\$10,000.00) made by the said Mortgagor payable to the order of the said Mortgagee after date, with interest and principal payable according to the terms set forth in said notes.

And also to secure the payment of any and all notes, liabilities and obligations of Mortgagor to Mortgagee, whether as maker, endorser, guarantor, or otherwise, which may now be in existence or accrue or arise hereafter, or be now owned or held by Mortgagee, or be acquired hereafter, it being the intent and purpose of Mortgagor to secure by this mortgage all notes for future advances and all other notes, claims, demands, liabilities, and obligations which Mortgagee may have, hold or acquire at any time within twenty years from the date of this mortgage against Mortgagor. The total amount of the indebtedness that may be secured by this mortgage may increase or decrease from time to time, but the total unpaid balance secured at any one time by this mortgage shall not exceed a maximum principal amount of \$600,000.00, plus interest, and any disbursements made by Mortgagee for the payment of taxes, levies or insurance on the property encumbered by this mortgage, with interest on such disbursements.

AND THE SAID MORTGAGOR does hereby covenant and agree:

1. To pay all and singular the principal, the interest and other sums of money payable by virtue of the said promissory notes, and this mortgage, each and every one, promptly on the days, respectively, the same become due.
2. To pay all and singular the taxes, assessments, levies, liabilities, obligations and encumbrances of every nature and kind now on the Mortgaged Property, or that hereafter may be levied or assessed thereupon, each and every one of them and any and all documentary stamps, intangible taxes and assessments now or hereafter required to be paid by governmental authority on said notes or on this mortgage; and if the same, or any part thereof, be not promptly paid when due and payable, said Mortgagee may at any time pay the same; without waiving or affecting the option to foreclose this mortgage by reason of such default, or any right hereunder, and every payment so made shall bear interest from the date thereof at the highest rate allowed by law, and all such payments, with interest as aforesaid, shall be secured



Recorded in Public Records 02/06/2013 at 04:26 PM OR Book 6971 Page 1672,
Instrument #2013008935, Pam Childers Clerk of the Circuit Court Escambia
County, FL Recording \$69.50 MTG Stamps \$1050.00 Int. Tax \$600.00

THIS INSTRUMENT WAS PREPARED BY
Kramer A. Litvak, Esq, of
Litvak, Beasley & Wilson, LLP
226 E. Government St.,
Pensacola, FL 32502

**MORTGAGE
AND
SECURITY AGREEMENT**

KNOW ALL MEN BY THESE PRESENTS, That **Billy Schimmel and Daphne Schimmel**, husband and wife, whose mailing address is 8447 Pensacola Blvd., Pensacola, FL ~~32504~~, hereinafter called Mortgagor, for and in consideration of the sum of Three Hundred Thousand and 00/100 Dollars (\$300,000.00), to them in hand paid by **Susan A. Shanahan**, whose address is 4634 Schaag Rd., Molino, FL 32577, hereinafter called Mortgagee, the receipt whereof is hereby acknowledged, have granted, bargained and sold, and by these presents do grant, bargain, sell, alien, remise, release, convey and confirm unto the said Mortgagee forever, the following described real estate, situate, lying and being in the County of Escambia, State of Florida, to-wit:

Beginning at the intersection of the South line of the North 660 feet of Lot 2 of Section 22, Township 1 South, Range 30 West and the Easterly right-of-way line of the St. Louis and San Francisco R.R. (100' R/W), thence run East along the South line of the North 660 feet of Lot 2 for 97.28 feet to the Westerly right-of-way of State Road #95 (200' R/W), said point being in the South line of Block 117 of Fig City S/D, thence 105°03' left along the right-of-way of State Road #95 for 157.67 feet for point of beginning; thence continue the same course for 100 feet, thence 74°57' left for 63.50 feet to the Easterly right-of-way of the St. Louis & San Francisco R.R. thence 98°02' left along said right-of-way for 121.63 feet, thence left for 77.57 feet to the point of beginning.

If all or any part of the premises hereby encumbered is sold or transferred by the Mortgagor herein, in any manner whatsoever, without the Mortgagee's prior written consent, then the Mortgagee may at his option, declare all sums secured by this mortgage to be immediately due and payable upon written notice to that effect to Mortgagor.

TOGETHER WITH all improvements now or hereafter located on said real property and all fixtures, appliances, apparatus, equipment, fittings, furnishings, accessories, heating and air conditioning equipment, plumbing, machinery, articles of personal property, and all building materials, supplies and goods delivered to the real property for purposes of being affixed to, installed, incorporated or otherwise used in the buildings, structures or other improvements now or hereafter located thereon, together with all additions and replacements of any of same (except those owned by lessees of said real property) now or hereafter affixed or attached (whether actually or constructively) thereto, placed upon, or used in any way in connection with the complete or comfortable use, occupancy, operation or maintenance of said real property, all licenses and permits used or required in connection with the use of said real property, all leases of said real property now or hereafter entered into and all right, title and interest of Mortgagors thereunder, including, without limitation, cash or securities deposited thereunder pursuant to said leases, and all rents, issues, proceeds, revenues and profits accruing from said real property and, without limitation, all oil, gas, minerals, water, crops, trees, timber and other emblements, and any rights or interest therein, and together with all proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, including, without limitation, proceeds of insurance and condemnation awards (the foregoing real property and tangible and intangible personal property hereinafter referred to collectively as the Mortgaged

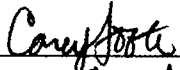


BK: 6971 PG: 1671 Last Page

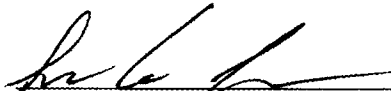
Prepared by:
Kramer A. Litvak
Litvak, Beasley & Wilson, LLP
226 East Government Street, Post Office Box 13503
Pensacola, Florida 32591-3503
File Number: 12-0125KAL
Consideration \$300,000.00

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

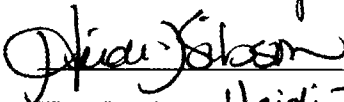
Signed, sealed and delivered in our presence:



Witness Printed Name Carey Fort



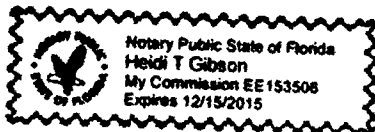
Susan A. Shanahan (Seal)
Address: 4634 Schaag Road, Molino, Florida 32577

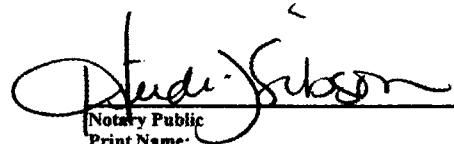


Witness Printed Name Heidi T. Gibson

State of Florida
County of Escambia

The foregoing instrument was acknowledged before me this 31st day of January, 2013, by Susan A. Shanahan f/k/a Susan Ann Laursen, who is personally known to me or who has produced _____ as identification.





Notary Public
Print Name: _____
My Commission Expires: _____

DEED Individual Warranty Deed With Non-Homestead-Legal on Face

Recorded in Public Records 02/06/2013 at 04:26 PM OR Book 6971 Page 1670,
Instrument #2013008934, Pam Childers Clerk of the Circuit Court Escambia
County, FL Recording \$18.50 Deed Stamps \$2100.00

Prepared by:
Kramer A. Litvak
Litvak, Beasley & Wilson, LLP
226 East Government Street, Post Office Box 13503
Pensacola, Florida 32591-3503
File Number: 12-0125KAL
Consideration \$300,000.00

General Warranty Deed

Made this January 31, 2013 A.D. By **Susan A. Shanahan f/k/a Susan Ann Laursen**, 4634 Schaag Road, Molino, Florida 32577, hereinafter called the grantor, to **Billy Schimmel and Daphne Schimmel, husband and wife**, whose post office address is: 8447 Pensacola Boulevard, Pensacola, Florida 32534, hereinafter called the grantee:

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

Witnesseth, that the grantor, for and in consideration of the sum of Ten Dollars, (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Escambia County, Florida, viz:

Beginning at the intersection of the South line of the North 660 feet of Lot 2 of Section 22, Township 1 South, Range 30 West and the Easterly right-of-way line of the St. Louis and San Francisco Railroad (100 foot right of way); thence run East along the South line of the North 660 feet of Lot 2 for 97.28 feet to the Westerly right-of-way of State Road No. 95 (200 foot right of way), said point being in the South line of Block 117 of Fig City Subdivision; thence 105 degrees 03 minutes left along the right-of-way of State Road No. 95 for 157.67 feet for Point of Beginning; thence continue the same course for 100 feet; thence 74 degrees 57 minutes left for 65.50 feet to the Easterly right-of-way of the St. Louis and San Francisco Railroad; thence 98 degrees 02 minutes left along said right-of-way for 121.63 feet, thence left for 77.57 feet to the Point of Beginning.

Said property is not the homestead of the Grantor(s) under the laws and constitution of the State of Florida in that neither Grantor(s) or any members of the household of Grantor(s) reside thereon.

Parcel ID Number: 221S302000000000

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, 2012.

DEED Individual Warranty Deed With Non-Homestead-Legal on Face

PROPERTY INFORMATION REPORT

November 5, 2020

Tax Account #: 03-0033-000

LEGAL DESCRIPTION EXHIBIT "A"

BEG AT INTER OF S LI OF N 660 FT OF LT 2 & ELY R/W LI OF ST LOUIS & SAN FRANCISCO RR (100 FT R/W) E ALG S LI OF N 660 FT OF LT 2 97 28/100 FT TO WLY R/W LI OF STATE RD 95 (200 FT R/W) SD PT BEING IN S LI OF BLK 117 ENSLEY S/D 105 DEG 03 MIN LEFT ALG R/W LI 157 67/100 FT FOR POB CONT SAME COURSE 100 FT 74 DEG 57 MIN LEFT 65 50/100 FT TO ELY R/W OF ST LOUIS & SAN FRANCISCO RR 98 DEG 02 MIN LEFT ALG R/W 121 63/100 FT LEFT 77 57/100 FT TO POB OR 6971 P 1670

SECTION 22, TOWNSHIP 1 S, RANGE 30 W

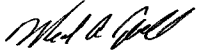
TAX ACCOUNT NUMBER 03-0033-000 (0221-24)

CONTINUED FROM PAGE 3

**BILL SCHIMMEL
4605 TRADEWINDS CIR
PENSACOLA, FL 32514-6770**

Certified and delivered to Escambia County Tax Collector, this 5TH day of November, 2020.

PERDIDO TITLE & ABSTRACT, INC.



BY: Michael A. Campbell, As It's President

NOTE: The above listed addresses are based upon current information available, but addresses are not guaranteed to be true or correct.

PERDIDO TITLE & ABSTRACT, INC.
PROPERTY INFORMATION REPORT
3050 Concho Drive, Pensacola, Florida 32507 | Phone 850-466-3077

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

CERTIFICATION: TITLE SEARCH FOR TDA

TAX DEED SALE DATE: FEB 1, 2021

TAX ACCOUNT #: 03-0033-000

CERTIFICATE #: 2018-990

In compliance with Section 197.522, 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 2020 tax year.

BILLY SCHIMMEL AND DAPHNE SCHIMMEL
8447 PENSACOLA BLVD.
PENSACOLA, FL 32534

SUSAN A. SHANAHAN
4634 SCHAAG RD.
MOLINO, FL 32577

BILLY D. SCHIMMEL, II
400 LIMERICK LANE
PENSACOLA, FL 32514

DAPHNE SCHIMMEL
1011 TAGA DRIVE
MCCOMB, MS 39648

CLERK OF CIRCUIT COURT
DIVISION ENFORCEMENT
1800 WEST ST. MARY'S ST.
PENSACOLA, FL 32501

DOR CHILD SUPPORT DOMESTIC RELATIONS
3670B NORTH "L" STREET
PENSACOLA, FL 32505

DEPARTMENT OF TREASURY
INTERNAL REVENUE SERVICE
400 W BAY ST STE 35045
JACKSONVILLE FL 32202 – 4437

NCO FINANCIAL SYSTEMS, INC.
1705 WHITEHEAD RD.
BALTIMORE, MD 20207

WHITNEY NATIONAL BANK
P.O. BOX 4019
GULFPORT, MS 39502

BILL D. SCHIMMEL
3088 PINE FOREST RD.
CANTONMENT, FL 32533

PROPERTY INFORMATION REPORT
CONTINUATION PAGE

November 5, 2020

Tax Account #: 03-0033-000

1. The Grantee(s) of the last deed(s) of record is/are: **BILLY SCHIMMEL AND DAPHNE SCHIMMEL**

By Virtue of Warranty Deed recorded 2/6/2013 – OR 6971/1670

ABTRACTOR'S NOTE: Divorce says Billy receives the business on this property but wife has not conveyed to him as of the time of our search.

2. The land covered by this Report is: **See Attached**
3. The following unsatisfied mortgages, liens, and judgments affecting the land covered by this Report appear of record:
- a. **Mortgage in favor of Susan A. Shanahan recorded 2/6/2013 – OR 6971/1672**
 - b. **Judgment /Certificate of Delinquency recorded 7/5/2001 – OR 4716/1299**
 - c. **Judgment in favor of NCO Financial Systems, Inc., recorded 4/25/2003 – OR 5121/1364**
 - d. **Tax Lien in favor of Department of Treasury/Internal Revenue Service – OR 5291/1138**
 - e. **Judgment in favor of Whitney National Bank recorded 9/6/2012 – OR 6903/1977 together with Affidavit recorded 9/6/2012 – OR 6903/1979**

4. Taxes:

Taxes for the year(s) 2017 & 2019 are delinquent.

Tax Account #: 03-0033-000

Assessed Value: \$109,245

Exemptions: NONE

5. We find the following HOA names in our search (if a condominium, the condo docs book and page are included for your review): **NONE**

Payment of any special liens/assessments imposed by City, County, and/or State.

Note: Escambia County and/or local municipalities may impose special liens/assessments. These liens/assessments are not discovered in a title search or shown above. These special assessments typically create a lien on real property. The entity that governs subject property must be contacted to verify payment status.



PROPERTY INFORMATION REPORT
3050 Concho Drive, Pensacola, Florida 32507 | Phone: 850-466-3077

THE ATTACHED REPORT IS ISSUED TO:

SCOTT LUNSFORD, ESCAMBIA COUNTY TAX COLLECTOR

TAX ACCOUNT #: 03-0033-000 CERTIFICATE #: 2018-990

THIS REPORT IS NOT TITLE INSURANCE. THE LIABILITY FOR ERRORS OR OMISSIONS IN THIS REPORT IS LIMITED TO THE PERSON(S) EXPRESSLY IDENTIFIED BY NAME IN THE PROPERTY INFORMATION REPORT AS THE RECIPIENT(S) OF THE PROPERTY INFORMATION REPORT.

The attached Report prepared in accordance with the instructions given by the user named above includes a listing of the owner(s) of record of the land described herein together with current and delinquent ad valorem tax information and a listing and copies of all open or unsatisfied leases, mortgages, judgments and encumbrances recorded in the Official Record Books of Escambia County, Florida that appear to encumber the title to said land as listed on page 2 herein. It is the responsibility of the party named above to verify receipt of each document listed. If a copy of any document listed is not received, the office issuing this Report must be contacted immediately.

This Report is subject to: Current year taxes; taxes and assessments due now or in subsequent years; oil, gas, and mineral or any subsurface rights of any kind or nature; easements, restrictions and covenants of record; encroachments, overlaps, boundary line disputes, and any other matters that would be disclosed by an accurate survey and inspection of the premises.

This Report does not insure or guarantee the validity or sufficiency of any document attached, nor is it to be considered a title insurance policy, an opinion of title, a guarantee of title, or as any other form of guarantee or warranty of title.

Use of the term "Report" herein refers to the Property Information Report and the documents attached hereto.

Period Searched: October 26, 1995 to and including November 4, 2020 Abstractor: Vicki Campbell

BY

A handwritten signature in black ink, appearing to read "Michael A. Campbell", is written over a horizontal line.

Michael A. Campbell,
As President

Dated: November 5, 2020



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

Tax Deed - Redemption Calculator

Account: 030033000 Certificate Number: 000990 of 2018

Redemption

No v

Application Date

04/02/2020

Interest Rate

18%

	Final Redemption Payment ESTIMATED	Redemption Overpayment ACTUAL
	Auction Date 02/01/2021	Redemption Date 12/11/2020 
Months	10	8
Tax Collector	\$3,840.33	\$3,840.33
Tax Collector Interest	\$576.05	\$460.84
Tax Collector Fee	\$6.25	\$6.25
Total Tax Collector	\$4,422.63	\$4,307.42 <i>TC</i>
Record TDA Notice	\$17.00	\$17.00
Clerk Fee	\$130.00	\$130.00
Sheriff Fee	\$120.00	\$120.00
Legal Advertisement	\$200.00	\$200.00
App. Fee Interest	\$70.05	\$56.04
Total Clerk	\$537.05	\$523.04 <i>CA</i>
Release TDA Notice (Recording)	\$10.00	\$10.00
Release TDA Notice (Prep Fee)	\$7.00	\$7.00
Postage	\$69.00	\$0.00
Researcher Copies	\$0.00	\$0.00
Total Redemption Amount	\$5,045.68	\$4,847.46
	Repayment Overpayment Refund Amount	\$198.22
Book/Page	8287	927

PAM CHILDERS
 CLERK OF THE CIRCUIT COURT
 ARCHIVES AND RECORDS
 CHILDSUPPORT
 CIRCUIT CIVIL
 CIRCUIT CRIMINAL
 COUNTY CIVIL
 COUNTY CRIMINAL
 DOMESTIC RELATIONS
 FAMILY LAW
 JURY ASSEMBLY
 JUVENILE
 MENTAL HEALTH
 MIS
 OPERATIONAL SERVICES
 PROBATE
 TRAFFIC



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

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

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

Case # 2018 TD 000990

Redeemed Date 12/11/2020

Name BILLY SCHIMMEL 8447 PENSACOLA BLVD PENSACOLA FL 32534

Clerk's Total = TAXDEED	\$537.05 \$ 4510.46
Due Tax Collector = TAXDEED	\$4,922.63
Postage = TD2	\$69.00
ResearcherCopies = TD6	\$0.00
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
No Information Available - See Dockets					

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

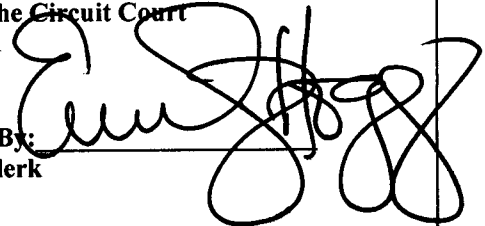
**PAM CHILDERS, CLERK OF THE CIRCUIT COURT
Tax Certificate Redeemed From Sale
Account: 030033000 Certificate Number: 000990 of 2018**

Payor: BILLY SCHIMMEL 8447 PENSACOLA BLVD PENSACOLA FL 32534 Date 12/11/2020

Clerk's Check #	1	Clerk's Total	\$5,577.05
Tax Collector Check #	1	Tax Collector's Total	\$4,422.63
		Postage	\$69.00
		Researcher Copies	\$0.00
		Recording	\$10.00
		Prep Fee	\$7.00
		Total Received	\$5,045.68

\$4,527.46

**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 8287, Page 927, of Escambia County, for the tax certificate, tax deed, and property described below:

Tax Certificate No. Certificate No. 00990, issued the 1st day of June, A.D., 2018

TAX ACCOUNT NUMBER: 030033000 (0221-24)

DESCRIPTION OF PROPERTY:

BEG AT INTER OF S LI OF N 660 FT OF LT 2 & ELY R/W LI OF ST LOUIS & SAN FRANCISCO RR (100 FT R/W) E ALG S LI OF N 660 FT OF LT 2 97 28/100 FT TO WLY R/W LI OF STATE RD 95 (200 FT R/W) SD PT BEING IN S LI OF BLK 117 ENSLEY S/D 105 DEG 03 MIN LEFT ALG R/W LI 157 67/100 FT FOR POB CONT SAME COURSE 100 FT 74 DEG 57 MIN LEFT 65 50/100 FT TO ELY R/W OF ST LOUIS & SAN FRANCISCO RR 98 DEG 02 MIN LEFT ALG R/W 121 63/100 FT LEFT 77 57/100 FT TO POB OR 6971 P 1670

SECTION 22, TOWNSHIP 1 S, RANGE 30 W

NAME IN WHICH ASSESSED: BILLY SCHIMMEL and DAPHNE SCHIMMEL

Dated this 11th day of December 2020.



PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

By:
Emily Hogg
Deputy Clerk