



Chris Jones Escambia County Property Appraiser

- Real Estate Search
- Tangible Property Search
- Sale List

← Navigate Mode Account Reference →

Printer Friendly Version


<p>General Information</p> <p>Reference: 592S301000110012 Account: 083921000 Owners: LISTER WAYNE A EST OF Mail: 108 RUBERIA AVE PENSACOLA, FL 32507 Situs: 108 RUBERIA AVE 32507 Use Code: SINGLE FAMILY RESID Taxing Authority: COUNTY MSTU Tax Inquiry: Open Tax Inquiry Window Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector</p>	<p>Assessments</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <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>\$8,000</td> <td>\$36,394</td> <td>\$44,394</td> <td>\$44,394</td> </tr> <tr> <td>2018</td> <td>\$8,000</td> <td>\$33,795</td> <td>\$41,795</td> <td>\$41,795</td> </tr> <tr> <td>2017</td> <td>\$8,000</td> <td>\$30,869</td> <td>\$38,869</td> <td>\$30,986</td> </tr> </tbody> </table> <p style="text-align: center;"><u>Disclaimer</u></p> <hr/> <p style="text-align: center;"><u>Tax Estimator</u></p> <hr/> <p style="text-align: center;">> <u>File for New Homestead Exemption Online</u></p>	Year	Land	Imprv	Total	Cap Val	2019	\$8,000	\$36,394	\$44,394	\$44,394	2018	\$8,000	\$33,795	\$41,795	\$41,795	2017	\$8,000	\$30,869	\$38,869	\$30,986
Year	Land	Imprv	Total	Cap Val																	
2019	\$8,000	\$36,394	\$44,394	\$44,394																	
2018	\$8,000	\$33,795	\$41,795	\$41,795																	
2017	\$8,000	\$30,869	\$38,869	\$30,986																	

<p>Sales Data</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <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>01/1976</td> <td>970</td> <td>284</td> <td>\$100</td> <td>QC</td> <td>View Instr</td> </tr> <tr> <td>01/1970</td> <td>502</td> <td>624</td> <td>\$9,000</td> <td>WD</td> <td>View Instr</td> </tr> <tr> <td>01/1969</td> <td>458</td> <td>438</td> <td>\$4,500</td> <td>WD</td> <td>View Instr</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)	01/1976	970	284	\$100	QC	View Instr	01/1970	502	624	\$9,000	WD	View Instr	01/1969	458	438	\$4,500	WD	View Instr	<p>2019 Certified Roll Exemptions None</p> <hr/> <p>Legal Description LT 11 BLK 12 OR 758 P 230 OR 970 P 284 LAKEWOOD PB 2 P 30/30A CA 191</p> <hr/> <p>Extra Features FRAME SHED</p>
Sale Date	Book	Page	Value	Type	Official Records (New Window)																				
01/1976	970	284	\$100	QC	View Instr																				
01/1970	502	624	\$9,000	WD	View Instr																				
01/1969	458	438	\$4,500	WD	View Instr																				

<p>Parcel Information</p> <p>Section Map Id: CA191</p> <p>Approx. Acreage: 0.2066</p> <p>Zoned: MDR</p> <p>Evacuation & Flood Information Open Report</p>	<p style="text-align: right;">Launch Interactive Map</p> <div style="border: 1px solid black; height: 150px; width: 100%; display: flex; align-items: center; justify-content: center;"> </div> <p style="text-align: center;">View Florida Department of Environmental Protection(DEP) Data</p>
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Buildings	
Address:108 RUBERIA AVE, Year Built: 1949, Effective Year: 1949	
<p>Structural Elements</p> <p>DECOR/MILLWORK-AVERAGE DWELLING UNITS-1 EXTERIOR WALL-VINYL SIDING FLOOR COVER-HARDWOOD/PARQET FOUNDATION-WOOD/SUB FLOOR HEAT/AIR-WALL/FLOOR FURN INTERIOR WALL-DRYWALL-PLASTER</p>	

NO. PLUMBING FIXTURES-3
NO. STORIES-1
ROOF COVER-COMPOSITION SHG
ROOF FRAMING-GABLE
STORY HEIGHT-0
STRUCTURAL FRAME-WOOD FRAME

 Areas - 984 Total SF

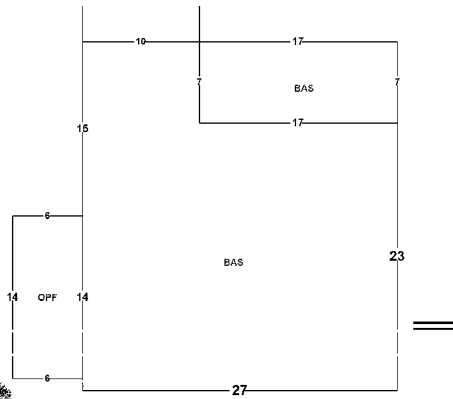
BASE AREA - 900

OPEN PORCH FIN - 84

Images



4/10/15



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:05/04/2020 (tc.51789)

CERTIFICATION OF TAX DEED APPLICATION

Sections 197.502 and 197.542, Florida Statutes

0421-06

513
R. 07/19

Part 1: Tax Deed Application Information					
Applicant Name Applicant Address	JUAN C CAPOTE MIKON FINANCIAL SERVICES, INC. AND OCEAN BANK 780 NW 42 AVE #300 MIAMI, FL 33126	Application date	Apr 17, 2020		
Property description	LISTER WAYNE A EST OF 108 RUBERIA AVE PENSACOLA, FL 32507 108 RUBERIA AVE LT 11 BLK 12 OR 758 P 230 OR 970 P 284 LAKEWOOD PB 2 P 30/30A CA 191	Certificate #	2018 / 4288		
		Date certificate issued	06/01/2018		
		Deed application number	2000351		
		Account number	08-3921-000		
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)	
# 2018/4288	06/01/2018	261.63	13.08	274.71	
→ Part 2: Total*				274.71	
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)
# 2019/4094	06/01/2019	810.43	6.25	40.52	857.20
Part 3: Total*					857.20
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)				1,131.91	
2. Delinquent taxes paid by the applicant				0.00	
3. Current taxes paid by the applicant				757.18	
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)				2,264.09	
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:	Escambia County, Florida			Date <u>April 23rd, 2020</u>	
Signature, Tax Collector or Designee					

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. 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>4/15/2021</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.

APPLICATION FOR TAX DEED

Section 197.502, Florida Statutes

512
R. 12/16

Application Number: 2000351

To: Tax Collector of ESCAMBIA COUNTY, Florida

I,
JUAN C CAPOTE
MIKON FINANCIAL SERVICES, INC. AND OCEAN BANK
780 NW 42 AVE #300
MIAMI, FL 33126,

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
08-3921-000	2018/4288	06-01-2018	LT 11 BLK 12 OR 758 P 230 OR 970 P 284 LAKEWOOD PB 2 P 30/30A CA 191

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
JUAN C CAPOTE
MIKON FINANCIAL SERVICES, INC. AND OCEAN BANK
780 NW 42 AVE #300
MIAMI, FL 33126

04-17-2020
Application Date

Applicant's signature

NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That **MIKON FINANCIAL SERVICES INC AND OCEAN BANK** holder of **Tax Certificate No. 04288**, 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:

LT 11 BLK 12 OR 758 P 230 OR 970 P 284 LAKEWOOD PB 2 P 30/30A CA 191

SECTION 59, TOWNSHIP 2 S, RANGE 30 W

TAX ACCOUNT NUMBER 083921000 (0421-06)

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

EST OF WAYNE A LISTER

Unless said certificate shall be redeemed according to law, the property described therein will be sold to the highest bidder at public auction at 9:00 A.M. on the **first** Monday in the month of April, which is the **5th** day of **April 2021**.

Dated this 12th day of May 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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Property description	LISTER WAYNE A EST OF 108 RUBERIA AVE PENSACOLA, FL 32507 108 RUBERIA AVE 08-3921-000 LT 11 BLK 12 OR 758 P 230 OR 970 P 284 LAKEWOOD PB 2 P 30/30A CA 191	Certificate #	2018 / 4288		
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→ Part 2: Total*				274.71	
Part 3: Other Certificates Redeemed by Applicant (Other than County)					
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Part 3: Total*					857.20
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)					1,131.91
2. Delinquent taxes paid by the applicant					0.00
3. Current taxes paid by the applicant					757.18
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)					2,264.09
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:			Escambia, Florida		
Signature Tax Collector or Designee			Date <u>July 31st, 2020</u>		

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>04/05/2021</u> Signature, Clerk of Court or Designee	

INSTRUCTIONS *+ 6.25*

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

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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.



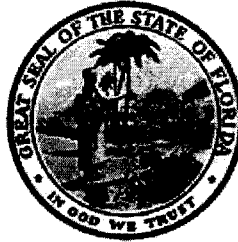
PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

Tax Deed - Redemption Calculator

Account: 083921000 Certificate Number: 004288 of 2018

Redemption	<input type="text" value="No"/>	Application Date	<input type="text" value="04/17/2020"/>	Interest Rate	<input type="text" value="18%"/>
		Final Redemption Payment ESTIMATED		Redemption Overpayment ACTUAL	
		Auction Date	<input type="text" value="04/05/2021"/>	Redemption Date	<input type="text" value="08/31/2020"/>
Months	12			4	
Tax Collector	<input type="text" value="\$2,264.09"/>			<input type="text" value="\$2,264.09"/>	
Tax Collector Interest	\$407.54			\$135.85	
Tax Collector Fee	<input type="text" value="\$6.25"/>			<input type="text" value="\$6.25"/>	
Total Tax Collector	\$2,677.88			\$2,406.19	T.C.
Record TDA Notice	<input type="text" value="\$17.00"/>			<input type="text" value="\$17.00"/>	
Clerk Fee	<input type="text" value="\$130.00"/>			<input type="text" value="\$130.00"/>	
Sheriff Fee	<input type="text" value="\$120.00"/>			<input type="text" value="\$120.00"/>	
Legal Advertisement	<input type="text" value="\$200.00"/>			<input type="text" value="\$200.00"/>	
App. Fee Interest	\$84.06			\$28.02	
Total Clerk	\$551.06			\$495.02	C.H.
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	\$3,345.94			\$2,918.21 - 120-200	
		Repayment Overpayment Refund Amount		\$427.73	\$ 2,598.21
Book/Page	<input type="text" value="8294"/>			<input type="text" value="751"/>	

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: 083921000 Certificate Number: 004288 of 2018**

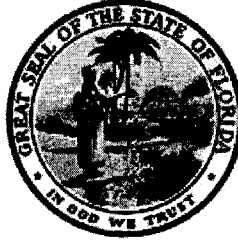
Payor: SHERRY D LISTER 108 RUBERIA AVE PENSACOLA, FL 32507 **Date 08/31/2020**

Clerk's Check #	109596	Clerk's Total	\$551.06 \$2,581.21
Tax Collector Check #	1	Tax Collector's Total	\$2,677.88
		Postage	\$60.00
		Researcher Copies	\$0.00
		Recording	\$10.00
		Prep Fee	\$7.00
		Total Received	\$3,305.94 \$2,598.21

**PAM CHILDERS
 Clerk of the Circuit Court**

Received By: Whitney Coppage
 Deputy Clerk

PAM CHILDERS
 CLERK OF THE CIRCUIT COURT
 ARCHIVES AND RECORDS
 CHILDSUPPORT
 CIRCUIT CIVIL
 CIRCUIT CRIMINAL
 COUNTY CIVIL
 COUNTY CRIMINAL
 DOMESTIC RELATIONS
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**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 004288

Redeemed Date 08/31/2020

Name SHERRY D LISTER 108 RUBERIA AVE PENSACOLA, FL 32507

Clerk's Total = TAXDEED	\$551.06	\$2,581.21
Due Tax Collector = TAXDEED	\$2,677.88	
Postage = TD2	\$60.00	
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
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FINANCIAL SUMMARY

No Information Available - See Dockets

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 8294, Page 751, of Escambia County, for the tax certificate, tax deed, and property described below:

Tax Certificate No. Certificate No. 04288, issued the 1st day of June, A.D., 2018

TAX ACCOUNT NUMBER: 083921000 (0421-06)

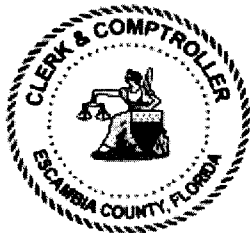
DESCRIPTION OF PROPERTY:

LT 11 BLK 12 OR 758 P 230 OR 970 P 284 LAKEWOOD PB 2 P 30/30A CA 191

SECTION 59, TOWNSHIP 2 S, RANGE 30 W

NAME IN WHICH ASSESSED: EST OF WAYNE A LISTER

Dated this 31st day of August 2020.



PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

By:
Emily Hogg
Deputy Clerk



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 #: 08-3921-000 CERTIFICATE #: 2018-4288

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: December 30, 2000 to and including December 30, 2020 Abstractor: Stacie Wright

BY

A handwritten signature in black ink, appearing to read "Michael A. Campbell".

Michael A. Campbell,
As President

Dated: January 8, 2021

PROPERTY INFORMATION REPORT
CONTINUATION PAGE

January 7, 2021

Tax Account #: 08-3921-000

1. The Grantee(s) of the last deed(s) of record is/are: **WAYNE A. LISTER**

By Virtue of Quit Claim Deed recorded January 27, 1976 in Official Records Book 970 Page 284.

ABSTRATCOR'S NOTE: WE FIND NO EVIDENCE OF DEATH FOR WAYNE A. LISTER RECORDED IN ESCAMBIA, COUNTY, FLORIDA.

2. The land covered by this Report is: **SEE EXHIBIT "A"**

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

- a. **Mortgage in favor of Pensacola Government Federal Credit Union (N/K/A My Pensacola Federal Credit Union) recorded 5/16/1994 – OR 3577/722 – no note attached and no term shown on mortgage**
- b. **Mortgage in favor of Small Business Administration recorded 4/12/2007 – OR 6124/1834**
- c. **Judgment in favor of Discover Bank recorded 07/01/2015 OR 7368/1191.**

4. Taxes:

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

Tax Account #: 08-3921-000

Assessed Value: \$46,994

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.

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: APR 5, 2021

TAX ACCOUNT #: 08-3921-000

CERTIFICATE #: 2018-4288

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

- Notify City of Pensacola, P.O. Box 12910, 32521
 Notify Escambia County, 190 Governmental Center, 32502
 Homestead for 2020 tax year.

WAYNE A. LISTER
ESTATE OF WAYNE A. LISTER
108 RUBERIA AVENUE
PENSACOLA, FL 32507


DISCOVER BANK
6500 NEW ALBANY ROAD
NEW ALBANY, OH 43054

SMALL BUSINESS ADMINISTRATION
801 TOM MARTIN DRIVE, SUITE 120
BIRMINGHAM, AL 35211

MY PENSACOLA FEDERAL CREDIT UNION
FKA PENSACOLA GOVERNMENT FEDERAL
CREDIT UNION
108 SOUTH REUS STREET
PENSACOLA, FL 32502

Certified and delivered to Escambia County Tax Collector, this 7th day of January 2021.

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.

PROPERTY INFORMATION REPORT

January 7, 2021

Tax Account #: 08-3921-000

**LEGAL DESCRIPTION
EXHIBIT "A"**

LT 11 BLK 12 OR 758 P 230 OR 970 P 284 LAKEWOOD PB 2 P 30/30A CA 191

SECTION 59, TOWNSHIP 2 S, RANGE 30 W

TAX ACCOUNT NUMBER 08-3921-000 (0421-06)

STATE OF FLORIDA
COUNTY OF ESCAMBIA

QUIT CLAIM DEED 970 PAGE 284

KNOW ALL MEN BY THESE PRESENTS, that Delores C. Lister, (divorced and unremarried), for and in consideration of One (\$1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, do remise, release, and quit claim unto Wayne A. Lister, his heirs, executors, administrators and assigns, forever, the following described property, situated in the County of Escambia, State of Florida, to-wit:

Lot 11, block 12, Lakewood, being a portion of section 59, township 2 south, range 30 West, in Escambia County, Florida, described according to plat recorded in Plat Book 2 at pages 30, 30A, 30B, 30C, 30D and 30E of the public records of Escambia County, Fla.

That as a part of the consideration herefor the grantee expressly assumes and agrees to pay that certain mortgage executed by the parties on December 17, 1973, in the amount of \$9,700 payable to the Administrator of Veterans Affairs.

MORTGAGE EXPIRED

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, free from all exemptions and right of homestead.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 21 day of January, 1976, A. D.

Delores C. Lister
DELORES C. LISTER (SEAL)

Signed, sealed and delivered in the presence of

Thomas N. Tucker
Betty C. Scarriet

STATE OF FLORIDA]
COUNTY OF ESCAMBIA]

This day, before the undersigned, personally appeared Delores C. Lister, divorced and unremarried, to me well known to be the individual described in and who executed the foregoing Deed of Conveyance, and acknowledged that she executed the same for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, this 21 day of January, 1976, A.D.

THIS INSTRUMENT WAS PREPARED BY THOMAS N. TUCKER ATTORNEY AT LAW, 202 BRENT BUILDING, PENSACOLA, FLORIDA.

Betty C. Scarriet
Notary Public, State of Florida
My commission expires: 11/30/79

ESCAMBIA COUNTY
016860
FLORIDA
DEPARTMENT OF REVENUE
JAN 27 1976
DOCUMENTARY SURTAX
00.55

ESCAMBIA COUNTY
013852
FLORIDA
DEPARTMENT OF REVENUE
JAN 27 1976
DOCUMENTARY STAMP TAX
00.30

JAN 27 8 29 AM '76
FILED & RECORDED IN THE PUBLIC RECORDS OF ESCAMBIA CO. FLA. 04
JOE A. FLOWERS, COUNTY CLERK ESCAMBIA COUNTY

719275

THIS INSTRUMENT PREPARED BY:
DEBBIE L. MOORE
PENSACOLA GOVERNMENT FEDERAL
CREDIT UNION
108 SOUTH REUS STREET
PENSACOLA, FLORIDA 32501

FILE NO.
REC. 9.00 + 1.50
DOC. 35.00
INTG
TOTAL 45.50

Tax ID # _____

STATE OF FLORIDA
COUNTY OF ESCAMBIA

Mortgage

OR Bk3577 Pg0722
INSTRUMENT 00128797

WAYNE A. LISTER AND SHERRY D. LISTER

HUSBAND AND WIFE

hereinafter called Mortgagor, in consideration of the principal sum specified in the promissory note hereafter described, received from PENSACOLA GOVERNMENT FEDERAL CREDIT UNION

108 SOUTH REUS STREET, PENSACOLA, ESCAMBIA, FLORIDA 32501

hereinafter called Mortgagee (which terms Mortgagor and Mortgagee shall be construed to include the plural as well as singular, whenever the context so permits or requires), hereby, on this 6TH day of

MARCH, 19 94, mortgages to the Mortgagee the real property in ESCAMBIA County, Florida, described as:

108 RUBERIA AVE. PENSACOLA, ESCAMBIA, FLORIDA 32507

LOT 11, BLOCK 12 LAKEWOOD BEING A PORTION OF SECTION 59, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO PLAT RECORDED IN PLAT BOOK 2 PAGE 30, 30A, 30B, 30D, AND 30E, OF PUBLIC RECORDS OF SAID COUNTY.

This instrument is exempt from tax due on Class "C" Intangible Personal Property.

D.S. PD. \$ 35.00
DATE 5-16-94
JOE A. FLOWERS, COMPTROLLER
BY: J. Butler D.C.
CERT. REG. #59-2043328-27-01

JOE A. FLOWERS
Comptroller
Escambia County, Fla.

as security for the payment of the following:

PROMISSORY NOTE, OF EVEN DATE HERewith FROM MORTGAGOR TO MORTGAGEE, SECURING THE SUM OF \$10,000.00, WHICH NOTE IS PAYABLE AT THE INTEREST RATE AND TERMS SPECIFIED IN SAID NOTE, THE MORTGAGE ALSO SECURES ALL EXTENTION AND RENEWALS OD SAID NOTE AND ALL OTHER INDEBTEDNESS FROM MORTGAGOR TO MORTGAGEE.

AND Mortgagor mortgages hereby all title hereafter acquired as well as title heretofore acquired and does fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever, and Mortgagor further agrees:

1. This mortgage shall also secure such future or additional advances as may be made by the Mortgagee or a subsequent holder at the option of Mortgagee or the subsequent holder to Mortgagor, or its successors in title, for any purpose provided that all such advances are to be made within twenty years from the date of this mortgage or within such lesser period of time as may hereafter be provided by law as a prerequisite for the sufficiency of actual notice or record notice of such optional future or additional advances as against the rights of creditors or subsequent purchasers for a valuable consideration. The total amount of indebtedness secured by this mortgage may decrease or increase from time to time, but the total unpaid balance so secured at any one time shall not exceed the amount of the initial promissory note described hereinabove or \$ -0-, whichever is greater, plus interest thereon, and any disbursements made by the Mortgagee pursuant to the authority of this mortgage with interest on such disbursements.
2. To make all payments required by the note and this mortgage promptly when due.
3. To pay all taxes, assessments, liens and encumbrances on the property promptly when due. If they are not promptly paid the Mortgagee may pay them without waiving the option to foreclose, and such payments, with interest at a rate 2% higher than the note secured hereby or at the maximum rate allowed by law, whichever is lesser, shall be payable on demand by Mortgagee and shall be secured by this mortgage.

OR Bk3577 Pg0723
INSTRUMENT 00128797

4. To keep all buildings now or hereafter present on that land insured for the full insurable value thereof against fire, lightning and windstorm, and in addition thereto all other coverage required on properties mortgaged to Federal or State banks and savings and loan associations by Federal and State regulations regulating such banks and savings and loan associations, including insurance against damage by flood, if such insurance is available. Mortgagor shall furnish Mortgagee with said policy or policies of insurance which shall show Mortgagee as a loss payee thereon. If the mortgagor shall not do so, the Mortgagee may do so without waiving the option to foreclose, and the cost thereof, with interest thereon from the date of payment at a rate 2% higher than the note secured hereby or at the maximum rate allowed by law, whichever is lesser, shall be payable upon demand by Mortgagee and shall be secured by this mortgage. If any sum becomes payable under such policy, the Mortgagee may apply it to the indebtedness secured by this mortgage, or may permit the Mortgagor to use it for other purposes, without impairing the lien of this mortgage.
5. That it will not commit, permit, or suffer any waste, impairment or deterioration of the mortgaged property. Upon the failure of the Mortgagor to keep the buildings on the property in good condition or repair, Mortgagee may demand either the adequate repair of the buildings, an increase in the amount of security, or the immediate repayment of the debt secured. Failure of the Mortgagor to comply with the demand of the Mortgagee for a reasonable time shall constitute a breach of this mortgage.
6. To pay all expenses reasonable incurred by the Mortgagee because of failure of the Mortgagor to comply with the agreements in the note or this mortgage, including reasonable attorneys' fees through all appeals. The cost thereof, with interest thereon from the date of payment at the same rate as specified in the note, shall also be secured by this mortgage.
7. That if any of the said installments of principal or interest due or payable by the terms of said promissory note is not paid when due, or if any agreement in this mortgage other than the agreement to make the payments is breached, the entire unpaid principal balance of the note plus interest, costs, and attorneys' fees, shall immediately become due at the option of the Mortgagee, and the Mortgagee may foreclose this mortgage in the manner provided by law, and have the mortgaged property sold to satisfy or apply on the indebtedness hereby secured.
8. The rents and profits of the mortgaged property are also hereby mortgaged, and if proceedings to foreclose this mortgage shall be instituted, the court having jurisdiction thereof should appoint a receiver of the mortgaged property, and apply those rents and profits to the indebtedness hereby secured, regardless of the solvency of the Mortgagor or the adequacy of the security.
9. If this is a junior mortgage the Mortgagor shall pay all installments of principal and interest and perform each and every covenant and obligation of the prior mortgage. Failure of the Mortgagor to do so shall constitute a default hereunder. Upon the failure of the Mortgagor to do so, the Mortgagee may (but shall not be required to) make such payments or perform such covenants or obligations and the cost of same, together with interest at a rate 2% higher than the note secured hereby or at the maximum rate allowed by law, whichever is lesser, shall be payable by the Mortgagor upon demand by the Mortgagee and shall be secured by the lien of this mortgage.
10. Notwithstanding any other provisions hereof, Mortgagee shall under no circumstances be entitled to collect any interest or other payment hereunder which would render this instrument usurious as to the Mortgagor under the laws of the State of Florida.

IN WITNESS WHEREOF, the said Mortgagor has executed these presents, this the date and year first above written.

Signed, sealed and delivered
in the presence of:

Lucy Hernandez
WITNESS

Jackie Stern
WITNESS

WITNESS

WITNESS

Wayne A. Lister
Sherry D. Lister

STATE OF FLORIDA }
COUNTY OF ESCAMBIA }

The foregoing instrument was acknowledged before me this 6TH
day of MARCH, 19 94, by _____
WAYNE A. AND SHERRY D. LISTER WHO PRODUCED FLORIDA

DRIVER LICENSE AS IDENTIFICATION
Debbie L. Moore
Notary Public
My commission expires: _____

CLERK FILE NO.

Instrument 00128797
Filed and recorded in the
public records
MAY 16, 1994
at 04:16 P.M.
in Book and Page noted
above or hereon
and record verified
JOE A. FLOWERS,
COMPTROLLER
Escambia County,
Florida



"OFFICIAL SEAL"
Debbie L. Moore
My Commission Expires 5/14/94
Commission #CC 001536

MAIL ANY NOTICE OF DEFAULT TO:
U.S. SMALL BUSINESS ADMINISTRATION
801 Tom Martin Drive Suite 120
Birmingham, AL 35211

WHEN RECORDED MAIL TO:
Return To:
TransUnion Settlement Solutions ADMINISTRATION
5300 Brandywine Pkwy, Suite 100
Wilmington, DE 19803
~~817-366-2300~~

THIS INSTRUMENT PREPARED BY:
Alec Czitrom, Attorney

LISTER SHERRY / WAYNE
0000092006 Loan No. DLH 91431540-03

SPACE ABOVE THIS LINE FOR RECORDER'S USE

14925 Kingsport rd.
FT. Worth TX 76511
1-800-366-6303

**MORTGAGE
(Direct)**

This mortgage made and entered into this 21st day of March 2007, by and between WAYNE A. LISTER AND SHERRY J. LISTER, AS TO HER INTEREST IF ANY, HUSBAND AND WIFE, 108 Ruberia Ave., Pensacola, FL 32507 (hereinafter referred to as mortgagor) and the Administrator of the U.S. Small Business Administration, an agency of the Government of the United States of America (hereinafter referred to as mortgagee), who maintains an office and place of business at 801 Tom Martin Drive, Suite 120, Birmingham, AL, 35211.

WITNESSETH, that for the consideration hereinafter stated, receipt of which is hereby acknowledged, the mortgagor does hereby mortgage, sell, grant, assign, and convey unto the mortgagee, his successors and assigns, all of the following described property situated and being in the County of Escambia, State of Florida.

Described in Exhibit "A" attached hereto and made a part hereof.

It is hereby agreed between the parties hereto, that if the mortgagor, subsequent to the date of this mortgage, conveys, contracts, or attempts to sell the above described mortgaged property in any way or manner whatsoever, while said property is mortgaged to the mortgagee, and without the written consent of the mortgagee, then and in such event the whole sum of principal and interest of the debt secured by this mortgage shall, at the option of the mortgagee, become immediately due and payable, and this mortgage may be foreclosed at once if said debt is not paid in full.

"This transaction is exempt from the Florida Intangible Tax since a governmental agency is holder of the indebtedness."

Together with and including all buildings, all fixtures including but not limited to all plumbing, heating, lighting, ventilating, refrigerating, incinerating, air conditioning apparatus, and elevators (the mortgagor hereby declaring that it is intended that the items herein enumerated shall be deemed to have been permanently installed as part of the realty), and all improvements now or hereafter existing thereon; the

Application No. / Loan No.: 0000092006 / DLH 91431540-03
LISTER SHERRY / WAYNE

hereditaments and appurtenances and all other rights thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, all rights of redemption, and the rents, issues, and profits of the above described property (provided, however, that the mortgagor shall be entitled to the possession of said property and to collect and retain the rents, issues, and profits until default hereunder). To have and to hold the same unto the mortgagee and the successors in interest of the mortgagee forever in fee simple or such other estate, if any, as is stated herein.

FOR THE PURPOSE OF SECURING: (1) Payment of the principal and interest as set forth above; (2) Payment of any and all obligations and liability, which are now due or may hereafter become due from Mortgagor; (3) Performance of each agreement of Mortgagor hereincontained; (4) Payment of all sums to be paid to Mortgagee pursuant to the terms hereof.

The mortgagor covenants that he is lawfully seized and possessed of and has the right to sell and convey said property; that the same is free from all encumbrances except as hereinabove recited; and that he hereby binds himself and his successors in interest to warrant and defend the title aforesaid thereto and every part thereof against the claims of all persons whomsoever.

This instrument is given to secure the payment of a promissory note dated October 2, 2005 in the principal sum of \$20,500.00 and maturing on October 2, 2015.

1. The mortgagor covenants and agrees as follows:

a. He will promptly pay the indebtedness evidenced by said promissory note at the times and in the manner therein provided.

b. He will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefore to the said mortgagee.

c. He will pay such expenses and fees as may be incurred in the protection and maintenance of said property, including the fees of any attorney employed by the mortgagee for the collection of any or all of the indebtedness hereby secured, or for foreclosure by mortgagee's sale, or court proceedings, or in any other litigation or proceeding affecting said premises. Attorneys' fees reasonably incurred in any other way shall be paid by the mortgagor.

d. For better security of the indebtedness hereby secured, upon the request of the mortgagee, its successors or assigns, he shall execute and deliver a supplemental mortgage or mortgages covering any additions, improvements, or betterments made to the property hereinabove described and all property acquired by it after the date hereof (all in form satisfactory to mortgagee). Furthermore, should mortgagor fail to cure any default in the payment of a prior or inferior encumbrance on the property described by this instrument, mortgagor hereby agrees to permit mortgagee to cure such default, but mortgagee is not obligated to do so; and such advances shall become part of the indebtedness secured by this instrument, subject to the same terms and conditions.

e. The rights created by this conveyance shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness evidenced by said promissory note or any part thereof secured hereby.

f. He will continuously maintain hazard insurance, of such type or types and in such amounts as the mortgagee may from time to time require on the improvements now or hereafter on said property, and will pay promptly when due any premiums therefor. All insurance shall be carried in companies acceptable to

Application No. / Loan No.: 0000092006 / DLH 91431540-03
LISTER SHERRY / WAYNE

mortgagee and the policies and renewals thereof shall be held by mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the mortgagee. In event of loss, mortgagor will give immediate notice in writing to mortgagee, and mortgagee may make proof of loss if not made promptly by mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to mortgagee instead of to mortgagor and mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged or destroyed. In event of foreclosure of this mortgage, or other transfer of title to said property in extinguishment of the indebtedness secured hereby, all right, title, and interest of the mortgagor in and to any insurance policies then in force shall pass to the purchaser or mortgagee or, at the option of the mortgagee, may be surrendered for a refund.

g. He will keep all buildings and other improvements on said property in good repair and condition; will permit, commit, or suffer no waste, impairment, deterioration of said property or any part thereof; in the event of failure of the mortgagor to keep the buildings on said premises and those erected on said premises, or improvements thereon, in good repair, the mortgagee may make such repairs as in its discretion it may deem necessary for the proper preservation thereof; and the full amount of each and every such payment shall be immediately due and payable and shall be secured by the lien of this mortgage.

h. He will not voluntarily create or permit to be created against the property subject to this mortgage any lien or liens inferior or superior to the lien of this mortgage without the written consent of the mortgagee; and further, he will keep and maintain the same free from the claim of all persons supplying labor or materials for construction of any and all buildings or improvements now being erected or to be erected on said premises.

i. He will not rent or assign any part of the rent of said mortgaged property or demolish, or remove, or substantially alter any building without the written consent of the mortgagee.

j. All awards of damages in connection with any condemnation for public use of or injury to any of the property subject to this mortgage are hereby assigned and shall be paid to mortgagee, who may apply the same to payment of the installments last due under said note, and mortgagee is hereby authorized, in the name of the mortgagor, to execute and deliver valid acquittances thereof and to appeal from any such award.

k. The mortgagee shall have the right to inspect the mortgaged premises at any reasonable time.

2. Default in any of the covenants or conditions of this instrument or of the note or loan agreement secured hereby shall terminate the mortgagor's right to possession, use, and enjoyment of the property, at the option of the mortgagee or his assigns (it being agreed that the mortgagor shall have such right until default). Upon any such default, the mortgagee shall become the owner of all of the rents and profits accruing after default as security for the indebtedness secured hereby, with the right to enter upon said property for the purpose of collecting such rents and profits. This instrument shall operate as an assignment of any rentals on said property to that extent.

3. The mortgagor covenants and agrees that if he shall fail to pay said indebtedness or any part thereof when due, or shall fail to perform any covenant or agreement of this instrument or the promissory note secured hereby, the entire indebtedness hereby secured shall immediately become due, payable, and collectible without notice, at the option of the mortgagee or assigns, regardless of maturity, and the mortgagee or his assigns may before or after entry sell said property without appraisal (the mortgagor having waived and assigned to the mortgagee all rights of appraisal):

(I) at judicial sale pursuant to the provisions of 28 U.S.C. 2001 (a); or

Application No. / Loan No.: 0000092006 / DLH 91431540-03
LISTER SHERRY / WAYNE

(II) at the option of the mortgagee, either by auction or by solicitation of sealed bids, for the highest and best bid complying with the terms of sale and manner of payment specified in the published notice of sale, first giving four weeks' notice of the time, terms, and place of such sale, by advertisement not less than once during each of said four weeks in a newspaper published or distributed in the county in which said property is situated, all other notice being hereby waived by the mortgagor (and said mortgagee, or any person on behalf of said mortgagee, may bid with the unpaid indebtedness evidenced by said note). Said sale shall be held at or on the property to be sold or at the Federal [, county, or city/or Commonwealth] courthouse for the county in which the property is located. The mortgagee is hereby authorized to execute for and on behalf of the mortgagor and to deliver to the purchaser at such sale a sufficient conveyance of said property, which conveyance shall contain recitals as to the happening of the default upon which the execution of the power of sale herein granted depends; and the said mortgagor hereby constitutes and appoints the mortgagee or any agent or attorney of the mortgagee, the agent and attorney in fact of said mortgagor to make such recitals and to execute said conveyance and hereby covenants and agrees that the recitals so made shall be effectual to bar all equity or right of redemption, homestead, dower, and all other exemptions of the mortgagor, all of which are hereby expressly waived and conveyed to the mortgagee; or

(III) take any other appropriate action pursuant to state or Federal statute either in state or Federal court or otherwise for the disposition of the property.

In the event of a sale as hereinabove provided, the mortgagor or any person in possession under the mortgagor shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale or be summarily dispossessed, in accordance with the provisions of law applicable to tenants holding over. The power and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise, and are granted as cumulative to the remedies for collection of said indebtedness provided by law.

4. The proceeds of any sale of said property in accordance with the preceding paragraphs shall be applied first to pay the costs and expenses of said sale, the expenses incurred by the mortgagee for the purpose of protecting or maintaining said property, and reasonable attorneys' fees; secondly, to pay the indebtedness secured hereby; and thirdly, to pay any surplus or excess to the person or persons legally entitled thereto.

5. In the event said property is sold at a judicial foreclosure sale or pursuant to the power of sale hereinabove granted, and the proceeds are not sufficient to pay the total indebtedness secured by this instrument and evidenced by said promissory note, the mortgagee will be entitled to a deficiency judgment for the amount of the *deficiency without regard to appraisal*.

6. In the event the mortgagor fails to pay any Federal, state, or local tax assessment, income tax or other tax lien, charge, fee, or other expense charged against the property, the mortgagee is hereby authorized at his option to pay the same. Any sums so paid by the mortgagee shall be added to and become a part of the principal amount of the indebtedness evidenced by said note, subject to the same terms and conditions. If the mortgagor shall pay and discharge the indebtedness evidenced by said promissory note, and shall pay such sums and shall discharge all taxes and liens and the costs, fees, and expenses of making, enforcing, and executing this mortgage, then this mortgage shall be canceled and surrendered.

7. The covenants herein contained shall bind and the benefits and advantages shall inure to the respective successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

8. No waiver of any covenant herein or of the obligation secured hereby shall at any time thereafter be held to be a waiver of the terms hereof or of the note secured hereby.

Application No. / Loan No.: 0000092006 / DLH91431540-03

LISTER SHERRY / WAYNE

9. In compliance with section 101.106 of the Rules and Regulations of the Small Business Administration [13 C.F.R. 101.106], this instrument is to be construed and enforced in accordance with applicable Federal law. This Mortgage is to be construed and enforced in accordance with Federal law. Mortgagor hereby waives any rights or immunity purportedly conferred by Commonwealth law limiting Mortgagee's right to a deficiency judgement after either a judicial foreclosure or a foreclosure under the power of sale referred to above.

10. A judicial decree, order, or judgment holding any provision or portion of this instrument invalid or unenforceable shall not in any way impair or preclude the enforcement of the remaining provisions or portions of this instrument.

11. Any written notice to be issued to the mortgagor pursuant to the provisions of this instrument shall be addressed to the mortgagor at 108 RUBERIA AVE, PENSACOLA, FL 32507 and any written notice to be issued to the mortgagee shall be addressed to the mortgagee at 801 Tom Martin Drive, Suite 120, Birmingham, AL 35211.

If any one or more of the provisions contained in this Mortgage shall for any reason be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Mortgage.

Application No. / Loan No.: 0000092006 / DLH 91431540-03
LISTER SHERRY / WAYNE

IN WITNESS WHEREOF, the mortgagor has executed this instrument and the mortgagee has accepted delivery of this instrument as of the day and year aforesaid.

WITNESS SIGNATURES:

[Signature]

Witness

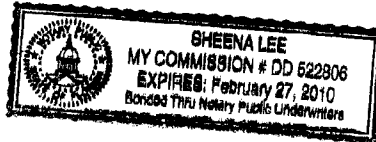
Karen Stokes

Witness

STATE OF FLORIDA)
)ss
COUNTY OF Escambia)

Sherry J. Lister
Sherry J. Lister

The foregoing instrument was acknowledged before me this
27th day of March, 2007 by
Sherry J. Lister
who produced a FL DC
as identification.

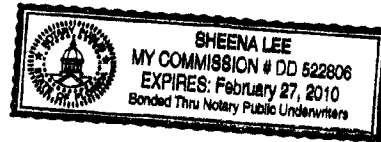


Sheena Lee
Notary Public, State of Florida at Large
My Commission Expires: 2/27/2010

STATE OF FLORIDA)
)ss
COUNTY OF Escambia)

Wayne A. Lister
Wayne A. Lister

The foregoing instrument was acknowledged before me this
27th day of March, 2007 by
Wayne A. Lister
who produced a FL DC
as identification.



Sheena Lee
Notary Public, State of Florida at Large
My Commission Expires: 2/27/2010

Application No. / Loan No.: 0000092006 / DLH 91431540-03
LISTER SHERRY / WAYNE

EXHIBIT "A"

LOT 11, BLOCK 12, LAKEWOOD, BEING A PORTION OF SECTION 59, TOWNSHIP 2 SOUTH, RANGE 30 WEST, IN ESCAMBIA COUNTY, FLORIDA, DESCRIBED ACCORDING TO PLAT RECORDED IN PLAT BOOK 2 AT PAGES 30, 30A, 30B, 30C, 30D AND 30E OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLA.

THAT AS A PART OF THE CONSIDERATION HEREFOR THE GRANTEE EXPRESSLY ASSUMES AND AGREES TO PAY THAT CERTAIN MORTGAGE EXECUTED BY THE PARTIES ON DECEMBER 17, 1973, IN THE ORIGINAL SUM OF \$9,700 PAYABLE TO THE ADMINISTRATOR OF VETERANS AFFAIRS.

MORE COMMONLY KNOWN AS: 108 RUBERIA AVENUE, PENSACOLA, FL 32507-2459

Recorded in Public Records 05/13/2015 at 11:23 AM OR Book 7343 Page 1429,
Instrument #2015035950, Pam Childers Clerk of the Circuit Court Escambia
County, FL

IN THE COUNTY COURT IN AND FOR
ESCAMBIA COUNTY, FLORIDA

CASE NO: 2013 CC 000153 V

DISCOVER BANK

Plaintiff

FINAL SUMMARY JUDGMENT

vs.

WAYNE A LISTER

Defendant(s)

CLERK OF CIRCUIT COURT
ESCAMBIA COUNTY, FL
MAY 12 P 2:17

THIS CAUSE having come to be heard before this Honorable Court on 02/26/2014 upon Plaintiff's Motion for Summary Judgment and the Court having heard argument of counsel and being otherwise fully advised in the premises, finds as follows:

That there are no genuine issues as to any material facts and Plaintiff is entitled to a judgment as a matter of law.

IT IS THEREUPON ORDERED AND ADJUDGED THAT:

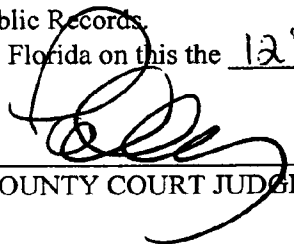
Plaintiff whose address is 6500 New Albany Road New Albany, OH 43054 shall recover from Defendant(s) WAYNE A LISTER the principal sum of \$5,473.44 and court costs in the amount of \$350.00, for all of the above let execution issue.

IT IS FURTHER ORDERED AND ADJUDGED THAT:

The Defendant(s) shall complete under oath the Fact Information Sheet including all required attachments, and return it to the Plaintiff's attorney, within 45 days from the date of this Judgment, unless the Judgment is satisfied or a post judgment discovery is stayed.

Jurisdiction of this case is retained to enter further orders that are proper to compel the Defendant(s) to complete the Fact Information Sheet and return it to the Plaintiff's attorney. The Fact Information Sheet need not be recorded in the Public Records.

DONE AND ORDERED in Escambia County, Florida on this the 12th day of May, 2015.



COUNTY COURT JUDGE

Copies furnished to:
HAYT, HAYT & LANDAU, P.L.
7765 SW 87 Ave, Suite 101
Miami, Florida 33173

WAYNE LISTER
108 RUBERIA AVE
PENSACOLA, FL 32507-2459
Our File #: 234405 6011004800678563

5-13-2015

CERTIFIED TRUE COPY OF THE
ORIGINAL FILED IN THIS OFFICE
WITNESS MY HAND AND OFFICIAL SEAL
CLERK OF THE CIRCUIT COURT & COMPTROLLER
ESCAMBIA COUNTY, FLORIDA
BY: Neil Walker D.C.
DATE: 6-30-15