# **APPLICATION FOR TAX DEED**

Section 197.502, Florida Statutes

512 R. 12/16

Application Number: 2000166

04-01-2020 Application Date

To: Tax Collector of ESC	CAMBIA COUNTY	_, Florida	
I,			
FCAP AS CUSTODIAN FOR F FL TAX CERT FUND I MUNI T PO BOX 775311 CHICAGO, IL 60677,	TCFIMT, LLC TAX, LLC	s.	
hold the listed tax certificate a	and hereby surrender the	same to the Tax	Collector and make tax deed application thereor
Account Number	Certificate No.	Date	
10-4850-235			Legal Description
10 4030-233	2018/6168	06-01-2018	UNIT D-101 SHIPWATCH SURF & YACHT CLUB PHASE II ALSO 1/126 INT IN COMMON ELEMENTS OR 1853 P 978
I agree to:			
<ul> <li>pay any current tax</li> </ul>	es, if due and		
	ling tax certificates plus in	iterest not in my r	nossession and
	and omitted taxes, plus int		
	r's fees, property informati		Clerk of the Court costs, charges and fees, and
Attached is the tax sale certiful which are in my possession.	icate on which this applica	ation is based and	all other certificates of the same legal description
Electronic signature on file FCAP AS CUSTODIAN FO FL TAX CERT FUND I MUN	R FTCFIMT, LLC II TAX, LLC		

PO BOX 775311 CHICAGO, IL 60677

Applicant's signature

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	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 h	here: Date of sale 01/04/2021				
	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.

## **CERTIFICATION OF TAX DEED APPLICATION**

513

Sections 197.502 and 197.542, Florida Statutes

ran I. Iax Deed	Application Infor	mation					
Applicant Name Applicant Address					Application date		Apr 01, 2020
Property	ARANT WILLIAM J				Certific	cate #	2018 / 6168
description	17 20TH STREET NORTH SUITE 690 BIRMINGHAM, AL 35203 16787 PERDIDO KEY DR D101 UNIT D-101 SHIPWATCH SURF & YACHT CLUB PHASE II ALSO 1/126 INT IN COMMON ELEMENTS				Date certificate issued		06/01/2018
					Deed application number		2000166
	OR 1853 P 978	20 INT IN	COMMON	ELEMEN 19	Accou	nt number	10-4850-235
Part 2: Certificat	es Owned by App	licant and	d Filed wi	th Tax Deed	Applic	ation	
Column 1 Certificate Numbe	Column Date of Certifi			olumn 3 unt of Certificate		Column 4 Interest	Column 5: Total (Column 3 + Column 4)
# 2018/6168	06/01/2	018		4,798.70		239.94	5,038.64
						→Part 2: Total*	5,038.64
Part 3: Other Cei	tificates Redeem	ed by Apı	plicant (O	ther than Co	unty)		
Column 1 Certificate Number	Column 2 Date of Other Certificate Sale	Face A	ımn 3 mount of Certificate	nount of Column 4 Column 5		Total (Column 3 + Column 4 + Column 5)	
# 2019/5866	06/01/2019		5,324.73		6.25	266.24	5,597.22
Part 3: Total*						5,597.22	
Part 4: Tax Colle	ector Certified Am	ounts (Li	ines 1-7)				
Cost of all cert	ificates in applicant's	possessio	n and other			by applicant Parts 2 + 3 above)	10,635.86
2. Delinquent tax	es paid by the applica	ant					0.00
3. Current taxes	paid by the applicant						4,923.11
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. <b>Total Paid</b> (Lines 1-6) 15,933						15,933.97	
	nformation is true and that the property inf				y inform	ation report fee, ar	nd tax collector's fees
0	201150				<u>Es</u>	<u>cambia County</u> , F	lorida
Sign here: Landiu	ature, Tax Collector or Desi		<del> </del>		Da	te <u>April 24th, 2</u>	2020

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



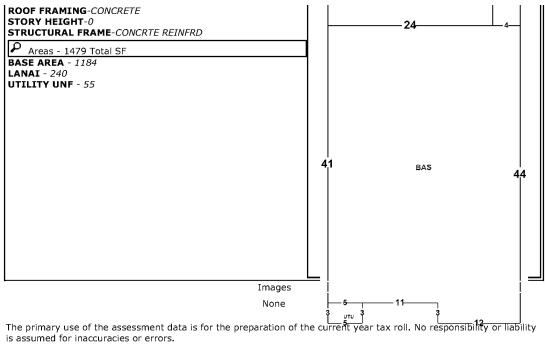
Real Estate Search Tangible Property Search Sale List

Printer Friendly Version **Assessments** General Information Year Total <u>Cap Val</u> Reference: 014S331100101004 2019 \$349,280 \$349,280 \$349,280 \$0 104850235 Account: 2018 \$0 \$351,648 \$351,648 \$321,790 Owners: ARANT WILLIAM J 2017 \$297,000 \$297,000 \$292,537 17 20TH STREET NORTH SUITE 690 Mail: BIRMINGHAM, AL 35203 16787 PERDIDO KEY DR D101 32507 Situs: **Disclaimer** CONDO-RES UNIT 🔑 Use Code: Taxing **Tax Estimator** COUNTY MSTU Authority: Tax Inquiry: Open Tax Inquiry Window > File for New Homestead Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector **Exemption Online** 2019 Certified Roll Exemptions Sales Data Official Records Sale Book Page Value Type Legal Description (New Date UNIT D-101 SHIPWATCH SURF & YACHT CLUB PHASE II Window) ALSO 1/126 INT IN COMMON ELEMENTS OR 1853 P 978 09/1983 1853 978 \$145,000 WD View Instr Official Records Inquiry courtesy of Pam Childers Extra Features Escambia County Clerk of the Circuit Court and Comptroller Parcel **Launch Interactive Map** Information Section Map Id: 01-45-33 Approx. Acreage: 10.0422 zoned: 🔑 CONSULT 292 ZONING AUTHORITY  $^{RG \times \mathrm{DLO} \, \mathrm{O} \, \mathrm{R} \mathrm{D} \times \mathrm{D} \mathrm{Q}}$ Evacuation & Flood  $_{\eta \in R\Pi (\Pi\Omega) \Omega(\Pi ) , \eta )}$ Information Open Report View Florida Department of Environmental Protection(DEP) Data **Buildings** Address:16787 PERDIDO KEY DR D101, Year Built: 1983, Effective Year: 1983 **DECOR/MILLWORK-ABOVE AVERAGE DWELLING UNITS-**1 **EXTERIOR WALL-STUCCO OV BLOCK** FLOOR COVER-CARPET **FOUNDATION-STRUCTURAL HEAT/AIR-CENTRAL H/AC** INTERIOR WALL-DRYWALL-PLASTER

NO. PLUMBING FIXTURES-6

**ROOF COVER-BLT UP MTL/GYP** 

NO. STORIES-1



Last Updated:05/07/2020 (tc.1950)

Pam Childers CLERK OF THE CIRCUIT COURT **ESCAMBIA COUNTY FLORIDA** INST# 2020038141 5/12/2020 8:55 AM OFF REC BK: 8294 PG: 624 Doc Type: TDN

#### NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN. That FL TAX CERT FUND I MUNI TAX LLC, FCAP AS CUSTODIAN holder of Tax Certificate No. 06168, 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:

UNIT D-101 SHIPWATCH SURF & YACHT CLUB PHASE II ALSO 1/126 INT IN COMMON **ELEMENTS OR 1853 P 978** 

**SECTION 01, TOWNSHIP 4 S, RANGE 33 W** 

TAX ACCOUNT NUMBER 104850235 (0121-08)

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

#### WILLIAM J ARANT

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 January, which is the 4th day of January 2021.

Dated this 11th 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

Par	t 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 t	ere:  Date of sale 01/04/2021  Signature, Clerk of Court or Designee

### INSTRUCTIONS 1625

#### Tax Collector (complete Parts 1-4)

# Part 2: Certificates Owned by Applicant and Filed with Tax Deed Application

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

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



## **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

Part 1: Tax Deed	App	lication infor	mation			-			
Applicant Name Applicant Address	FCAP AS CUSTODIAN FOR FTCFIMT, LLC FL TAX CERT FUND I MUNI TAX, LLC PO BOX 775311 CHICAGO, IL 60677				Appl	Application date		Apr 01, 2020	
Property description	17 2 BIRI	ANT WILLIAM J 20TH STREET N MINGHAM, AL	35203			Certi	Certificate #		2018 / 6168
	16787 PERDIDO KEY DR D101 10-4850-235 UNIT D-101 SHIPWATCH SURF & YACHT CLUB PHASE II ALSO 1/126 INT IN COMMON ELEMENTS OR 1853 P 978					Date certificate issued		06/01/2018	
Part 2: Certificate	es O			1	<del></del>	Appli		<del> </del>	
Column 1 Certificate Numbe	)r	Column Date of Certific			olumn 3 ount of Certificate			lumn 4 terest	Column 5: Total (Column 3 + Column 4)
# 2018/6168		06/01/20	<b>)18</b>		4,798.70			239.94	5,038.64
								Part 2: Total*	5,038.64
Part 3: Other Cer	rtifica		ed by App	plicant (C	ther than Co	unty)	)		
Column 1 Certificate Number		Column 2 Date of Other Sertificate Sale	Face A	umn 3 mount of Certificate	Column 4 Tax Collector's F	Fee	(	Column 5 Interest	Total (Column 3 + Column 4 + Column 5)
# 2019/5866		06/01/2019		5,324.73		6.25		266.24	5,597.22
							Р	Part 3: Total*	5,597.22
Part 4: Tax Colle									
Cost of all certi	- va.			n and other	r certificates red (*	leeme Total (	ed by a of Part	applicant s 2 + 3 above)	10,635.86
<del></del>		id by the applica	ant		<del></del>	*			0.00
3. Current taxes p		· · · · · · · · · · · · · · · · · · ·							4,923.11
4. Property inform		<del></del>		·····					200.00
5. Tax deed appli							·		175.00
6. Interest accrue	d by t	tax collector und	ler s.197.5	42, F.S. (s	ee Tax Collecto	r Instr	ruction	s, page 2)	0.00
7.						То	tal Pa	id (Lines 1-6)	15,933.97
l certify the above in have been paid, and	iforma	ation is true and the property inf	the tax ce	rtificates, ir tatement is	nterest, property s attached.	y infon			nd tax collector's fees
Re.	1/2						Es	cambia, Florida	a
Sign here: ———————————————————————————————————	ature, T	Tax Collector or Desig	gnee			C	Date _	July 29th, 20	<u>020</u>

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

BK: 7662 PG: 191 Last Page

- D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument, as provided in the Condemnation section in the Security Instrument.
- E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:
  - (i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;
  - (ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender;
  - (iii) termination of professional management and assumption of self-management of the Owners Association; or
  - (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.
- F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

By signing this Condominium Rider, each Borrower acknowledges reading, understanding, and agreeing to all its terms and provisions.

William Arant

1/3-/17 Date

THIS INSTRUMENT PREPARED BY: First Partners Bank - Wendy M Fields 2121 Highland Avenue Birmingham, AL 35205-0000 AFTER RECORDING RETURN TO: First Partners Bank Wendy M Fields 2121 Highland Avenue Birmingham, AL 35205-0000

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Page 2 of 2



NMLS COMPANY IDENTIFIER: 464064 NMLS ORIGINATOR IDENTIFIER: 543178

#### **CONDOMINIUM RIDER**

THIS CONDOMINIUM RIDER is made this 30th day of January, 2017, and is incorporated into and shall be deemed to amend and supplement the Mortgage (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note (the "Note") to First Partners Bank whose address is 2121 Highland Avenue, Birmingham, Alabama 35205 (the "Lender") of the same date and covering the property described in the Security Instrument (the "Property") and located at:

Address: 16787 Perdido Key Drive, Pensacola, Florida 32507-9300

Legal Description: The land referred to herein below is situated in the County of Escambia, State of Florida, and its described as follows: Unit D, Shipwatch Surf & Yacht Club, a Condominium, Phase II, according to the Declaration of Condominium, dated September 3, 1982, and recorded in Official Records Book 1695, Page 783, and as amended by First Amendment to Declaration of Condominium recorded in Official Records Book 1835, Page 820, as amended from time to time, of the public records of Escambia County, Florida, together with that share of the common elements and all appurtenances to said Unit as set out and described in Declaration of Condominium.

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as: Shipwatch Surf & Yacht Club (the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

CONDOMINIUM COVENANTS, In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

- A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.
- B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage", then Borrower's obligation to maintain hazard insurance coverage on the Property under the Hazard or Property Insurance section in the Security Instrument is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, with any excess paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

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**Oral Agreements Disclaimer.** This Security Instrument represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

Additional Provisions. This loan will be cross defaulted and cross collateralized with FPB Loans #400355000, #400432000 and #400432100.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in all pages of this Security Instrument and in any Rider executed by Borrower and recorded with it.

Walkam J Arant

INDIVIDUAL ACKNOWLEDGMENT

STATE OF

Florida ALABAMA

COUNTY OF ESCAMBA

I, Diane y Norris, a Notary Public, do hereby certify that William J Arant, an individual who is either single or whose spouse doesn't hold any ownership interest, whose name is signed to the foregoing and who is known to me, acknowledged before me on this day that, being informed of the contents of the Security Instrument, he/she executed the same, voluntarily, on the day the same bears date. Given under my hand this

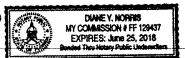
My commission expires:

6-25-18

ALDL 6856450 x 10-23-7

Identification Number

(Official Seal)



THIS INSTRUMENT PREPARED BY: First Partners Bank - Wendy M Fields 2121 Highland Avenue Birmingham, AL 35205-0000 AFTER RECORDING RETURN TO: First Partners Bank Wendy M Fields 2121 Highland Avenue Birmingham, AL 35205-0000

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full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than the minimum number of days established by Applicable Law from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph, "Environmental Law" means federal laws and laws of the state of Florida that relate to health, safety or environmental protection.

Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument or the Contract under which acceleration is permitted (but not prior to acceleration under the section titled Transfer of the Property or a Beneficial Interest in Borrower, unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than the minimum number of days established by Applicable Law from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. To the extent permitted by law, Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

Release. Upon payment of all sums secured by this Security Instrument and termination of Borrower's right to obtain further advances under the Contract, Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

Attorneys' Fees. As used in this Security Instrument and the Contract, attorneys' fees shall include those awarded by an appellate court and any attorneys' fees incurred in a bankruptcy proceeding.

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Page 5 of 6





days established by Applicable Law after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the payments due under the Contract or change the amount of such payments.

Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

Successors and Assigns Bound; Joint and Several Liability; Accommodation Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of section titled Transfer of the Property or a Beneficial Interest in Borrower. Borrower's covenants and agreements shall be joint and several. Any person who co-signs this Security Instrument but has no personal liability under the Contract ("Accommodation Signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey that Accommodation Signer's interest in the Property under the terms of the Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Contract without that Accommodation Signer's consent.

Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limits and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Contract or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment under the Contract.

Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless Applicable Law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Borrower agrees to provide Lender with Borrower's most current mailing address, as it may change from time-to-time. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

Governing Law; Severability. This Security Instrument shall be governed by federal law and the laws of the state of Florida. In the event that any provision or clause of this Security Instrument or the Contract conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Contract which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Contract are declared to be severable.

Borrower's Copy. Borrower shall be given one copy of this Security Instrument.

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in

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proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The period of time for Borrower to answer as set forth in the notice will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the payments due under the Contract or change the amount of the payments. If under the section titled **Acceleration**; **Remedies**, the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Contract. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this section, Lender does not have to do so.

Any amounts disbursed by Lender under this section shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the same rate assessed on advances under the Contract and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

**Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless Applicable Law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within the minimum number of

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Florida, together with that share of the common elements and all appurtenances to said Unit as set out and described in Declaration of Condominium.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

Borrower and Lender covenant and agree as follows:

Payment of Principal and Interest; Other Charges. Borrower shall promptly pay when due the principal of and interest on the debt owed under the Contract and late charges or any other fees and charges due under the Contract.

Applicable Law. As used in this Security Instrument, the term "Applicable Law" shall mean all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. At the request of Lender, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with section titled Protection of Lender's Rights in the Property.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if, in Lender's sole discretion, the restoration or repair is economically feasible and Lender's security is not lessened. If, in Lender's sole discretion, the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within the number of days prescribed by Applicable Law as set forth in a notice from Lender to Borrower that the insurance carrier has offered to settle a claim, then Lender may collect the insurance

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Recorded in Public Records 2/3/2017 9:59 AM OR Book 7662 Page 184, Instrument #2017008208, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording \$69.50 MTG Stamps \$525.00 Int. Tax \$300.00

(Space Above This Line For Recording Data)

LOAN NUMBER: 8000616

LOAN ORIGINATOR COMPANY NAME: First Partners Bank

NMLS COMPANY IDENTIFIER: 464064 LOAN ORIGINATOR NAME: Scott Mathews NMLS ORIGINATOR IDENTIFIER: 543178

#### MORTGAGE (OPEN END CREDIT - FUTURE ADVANCES ARE SECURED BY THIS MORTGAGE)

THIS MORTGAGE ("Security Instrument") is made on January 30, 2017. The mortgagor is William J Arant, an individual who is either single or whose spouse doesn't hold any ownership interest, whose address is 17 20th Street N, Suite 690, Birmingham, Alabama 35203 ("Borrower"). Borrower is not necessarily the same as the Person or Persons who sign the HELOC ("Contract"). The obligations of Borrowers who did not sign the Contract are explained further in the section titled Successors and Assigns Bound; Joint and Several Liability; Accommodation Signers. This Security Instrument is given to First Partners Bank, which is organized and existing under the laws of the United States of America and whose address is 2121 Highland Avenue, Birmingham, Alabama 35205 ("Lender"). William J Arant has entered into a Contract with Lender as of January 30, 2017, under the terms of which Borrower may, from time to time, obtain advances not to exceed, at any time, a \*\*\*MAXIMUM PRINCIPAL AMOUNT (EXCLUDING PROTECTIVE ADVANCES)\*\*\* of One Hundred Fifty Thousand and 00/100 Dollars (U.S. \$150,000.00) ("Credit Limit"). Any party interested in the details related to Lender's continuing obligation to make advances to Borrower is advised to consult directly with Lender. If not paid earlier, the sums owing under Borrower's Contract with Lender will be due on January 23, 2022. This Security Instrument secures to Lender: (a) the repayment of the debt under the Contract, with interest, including future advances, and all renewals, extensions and modifications of the Contract; (b) the payment of all other sums, with interest, advanced to protect the security of this Security Instrument under the provisions of the section titled Protection of Lender's Rights in the Property; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Contract. For this purpose, Borrower, in consideration of the debt, does hereby mortgage, grant and convey to Lender the following described property located in the County of Escambia, State of Florida:

Address: 16787 Perdido Key Drive, Pensacola, Florida 32507-9300

Legal Description: The land referred to herein below is situated in the County of Escambia, State of Florida, and its described as follows: Unit D, Shipwatch Surf & Yacht Club, a Condominium, Phase II, according to the Declaration of Condominium, dated September 3, 1982, and recorded in Official Records Book 1695, Page 783, and as amended by First Amendment to Declaration of Condominium recorded in Official Records Book 1835, Page 820, as amended from time to time, of the public records of Escambia County,

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				BESTELLAND BONDARY SE	
CA Form 105			<b>3</b>	PAGE 978	
FILE NO	,		This instrument was p		
DOC 652 50 SUR	- QUIT	CLAIM	James C. Taylor	of	
REC 5.00	WAK	FUNTI DEED	Taylor & Van Met 4300 Bayou Boule		
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STATE OF FLORIDA	666 Sand	e for Journe Bld	र्वे		
COUNTY OF Escamb	- COME TO	n At) Ola 35.203 Grantee's Address		•	
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for and in consideration	of Ten Dollars (\$10.00) a	nd other good and valuable	e considerations the rece	Grantor* ipt of which	<b>警</b> 疗。
is hereby acknowledged	has bargained, sold, con-	veyed and granted unto	WILLIAM J. ARANT		
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Order: 10-8 Doc: FLESCA:1853-00978

#### PROPERTY INFORMATION REPORT

**October 7, 2020** 

Tax Account #: 10-4850-235

# LEGAL DESCRIPTION EXHIBIT "A"

UNIT D-101 SHIPWATCH SURF & YACHT CLUB PHASE II ALSO 1/126 INT IN COMMON ELEMENTS OR 1853 P 978

**SECTION 01, TOWNSHIP 4 S, RANGE 33 W** 

TAX ACCOUNT NUMBER 10-4850-235 (0121-08)

### 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:	JAN 4, 2021
TAX ACCOUNT #:	10-4850-235
CERTIFICATE #:	2018-6168
those persons, firms, and/or agencies h	lorida Statutes, the following is a list of names and addresses of naving legal interest in or claim against the above described ale certificate is being submitted as proper notification of tax deed
YES NO	
X Notify City of PensacolaX Notify Escambia CountyX Homestead for 2020_ta	y, 190 Governmental Center, 32502
WILLIAM J. ARANT 17 20TH STREET NORTH SUITE 690 BIRMINGHAM, AL 35203	WILLIAM J. ARANT 16787 PERDIDO KEY DR. D101 PENSACOLA, FL 32507
FIRST PARTNERS BANK 2121 HIGHLAND AVENUE BIRMINGHAM, AL 35205	
Certified and delivered to Escambia C	founty Tax Collector, this $7^{\mathrm{TH}}$ day of October, 2020.
PERDIDO TITLE & ABSTRACT, IN	<b>C.</b>
Metaliell	
BY: Michael A. Campbell, As It's President	dent

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

#### PROPERTY INFORMATION REPORT

#### **CONTINUATION PAGE**

October 7, 2020

Tax Account #: 10-4850-235

- 1. The Grantee(s) of the last deed(s) of record is/are: WILLIAM J. ARANT
  - By Virtue of Quit Claim Deed recorded 12/29/1983 OR 1853/978
- 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 First Partners Bank recorded 2/3/2017 OR 7662/184
- 4. Taxes:

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

Tax Account #: 10-4850-235 Assessed Value: \$396,640 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, ESCA	AMBIA COUNTY TAX CO	OLLECTOR	
TAX ACCOUNT #:	10-4850-235	CERTIFICATE #:	2018-6168
	THE PERSON(S) EXPRES	SLY IDENTIFIED BY 1	S OR OMISSIONS IN THIS NAME IN THE PROPERTY ORMATION REPORT.
tax information and a listing encumbrances recorded in the title to said land as listed on	cord of the land described he gand copies of all open or une Official Record Books of page 2 herein. It is the resp	erein together with current nsatisfied leases, mortgage Escambia County, Florid consibility of the party na	nt and delinquent ad valorem
and mineral or any subsurfac	ce rights of any kind or natu oundary line disputes, and an	re; easements, restriction	or in subsequent years; oil, gas, as and covenants of record; ld be disclosed by an accurate
This Report does not insure considered a title insurance paranty of title.			nent attached, nor is it to be any other form of guarantee or
Use of the term "Report" he	rein refers to the Property In	nformation Report and th	e documents attached hereto.
Period Searched: Septemb	er 30, 1983 to and includi	ng October 6, 2020 Ab	stractor: Vicki Campbell
BY			

Michael A. Campbell, As President

Dated: October 7, 2020

#### **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 006168 Redeemed Date 11/19/2020

Name WILLIAM J ARANT 17 NORTH 20TH STREET BIRMINGHAM, AL 35203

Clerk's Total = TAXDEED

Due Tax Collector = TAXDEED

Postage = TD2

ResearcherCopies = TD6

Release TDA Notice (Recording) = RECORD2

Release TDA Notice (Prep Fee) = TD4

\$30.05

\$18.091.31

\$7,809.33

\$10.00

\$10.00

\$7.00

• For Office Use Only

Date Docket Desc Amount Owed Amount Due

Due Payee Name

FINANCIAL SUMMARY

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: 104850235 Certificate Number: 006168 of 2018

Payor: WILLIAM J ARANT 17 NORTH 20TH STREET BIRMINGHAM, AL 35203 Date 11/19/2020

Clerk's Check #

359905

Tax Collector Check #

1

Clerk's Total

Tax Collector's Total

\$30.98

¢ \$17,869.33

Postage

\$1 /.¥

Researcher Copies

\$0.00

Recording

\$10.00

Prep Fee

\$7.00

Total Received

\$ \$ 355

MUNT \$17.826.33

PAM CHILDERS
Clerk of the Circuit Court

Received By:

Deputy Clerk

Escambia County Government Complex • 221 Palafox Place Ste 110 • PENSACOLA, FLORIDA 32502 (850) 595-3793 • FAX (850) 595-4827 • http://www.clerk.co.escambia.fl.us



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

Tax Deed - Redemption Calculator
Account: 104850235 Certificate Number: 006168 of 2018

Redemption No V	Application Date 04/01/2020	Interest Rate 18%
	Final Redemption Payment ESTIMATED	Redemption Overpayment ACTUAL
	Auction Date 01/04/2021	Redemption Date 11/19/2020
Months	9	7
Tax Collector	\$15,933.97	\$15,933.97
Tax Collector Interest	\$2,151.09	\$1,673.07
Tax Collector Fee	\$6.25	\$6.25
Total Tax Collector	\$18,091.31	\$17,613.29 T.C.
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	\$63.05	\$49.04
Total Clerk	\$530.05	\$516.04 C.H.
Release TDA Notice (Recording)	\$10.00	\$10.00
Release TDA Notice (Prep Fee)	\$7.00	\$7.00
Postage	\$17.25	\$0.00
Researcher Copies	\$0.00	\$0.00
Total Redemption Amount	\$18,655.61	\$18,146.33 -120-200
	Repayment Overpayment Refund Amount	\$18,146.33 - 120-200
Book/Page	8294	624

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2020100316 11/19/2020 12:55 PM
OFF REC BK: 8408 PG: 1130 Doc Type: RTD

#### 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 624, of Escambia County, for the tax certificate, tax deed, and property described below:

Tax Certificate No. Certificate No. 06168, issued the 1st day of June, A.D., 2018

TAX ACCOUNT NUMBER: 104850235 (0121-08)

DESCRIPTION OF PROPERTY:

# UNIT D-101 SHIPWATCH SURF & YACHT CLUB PHASE II ALSO 1/126 INT IN COMMON ELEMENTS OR 1853 P 978

**SECTION 01, TOWNSHIP 4 S, RANGE 33 W** 

NAME IN WHICH ASSESSED: WILLIAM J ARANT

Dated this 19th day of November 2020.

COUNT

PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

By: Emily Hogg Deputy Clerk