

# APPLICATION FOR TAX DEED

Section 197.502, Florida Statutes

512  
R. 12/16

Application Number: 2100589

To: Tax Collector of ESCAMBIA COUNTY, Florida

I,  
TLGFY, LLC CAPITAL ONE, N.A., AS COLLATER  
PO BOX 54347  
NEW ORLEANS, LA 70154,

hold the listed tax certificate and hereby surrender the same to the Tax Collector and make tax deed application thereon:

Account Number	Certificate No.	Date	Legal Description
04-3250-100	2019/1890	06-01-2019	BEG AT A PT ON S LI OF FONTANEL GRANT AT INTER OF W LI OF FERRY PASS RD NELY ALG W R/W OF SD RD 176 33/100 FT TO SLY R/W LI OF HYATT ST (50 FT R/W) WLY ALG S R/W LI OF HYATT ST 115 26/100 FT TO POB CONT WLY ALG S R/W LI OF HYATT ST 120 FT SLY PARL WITH W R/W LI OF FERRY PASS RD (DAVIS HWY - SR 291) 72 37/100 FT ELY ALG LI PARL WITH S R/W LI OF HYATT ST 120 FT NLY PARL WITH W R/W LI OF FERRY PASS RD 72 37/100 FT TO POB OR 5186 P 885 OR 5639 P 1536

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  
TLGFY, LLC CAPITAL ONE, N.A., AS COLLATER  
PO BOX 54347  
NEW ORLEANS, LA 70154

07-19-2021  
Application Date

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

<b>Part 5: Clerk of Court Certified Amounts (Lines 8-14)</b>	
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. <b>Total Paid (Lines 8-13)</b>	
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>07/05/2022</u>	
Signature, Clerk of Court or Designee	

# INSTRUCTIONS

**PLUS \$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

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

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

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

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

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

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

## Clerk of Court (complete Part 5)

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

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

BEG AT A PT ON S LI OF FONTANEL GRANT AT INTER OF W LI OF FERRY PASS RD NELY ALG W R/W OF SD RD 176 33/100 FT TO SLY R/W LI OF HYATT ST (50 FT R/W) WLY ALG S R/W LI OF HYATT ST 115 26/100 FT TO POB CONT WLY ALG S R/W LI OF HYATT ST 120 FT SLY PARL WITH W R/W LI OF FERRY PASS RD (DAVIS HWY - SR 291) 72 37/100 FT ELY ALG LI PARL WITH S R/W LI OF HYATT ST 120 FT NLY PARL WITH W R/W LI OF FERRY PASS RD 72 37/100 FT TO POB OR 5186 P 885 OR 5639 P 1536



# 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

0722.13

## Part 1: Tax Deed Application Information

Applicant Name Applicant Address	TLGFY, LLC CAPITAL ONE, N.A., AS COLLATER PO BOX 54347 NEW ORLEANS, LA 70154	Application date	Jul 19, 2021
Property description	ALLEN CHERYL R 5890 SAN GABRIEL DR PENSACOLA, FL 32504 439 HYATT ST 04-3250-100 BEG AT A PT ON S LI OF FONTANEL GRANT AT INTER OF W LI OF FERRY PASS RD NELY ALG W R/W OF SD RD 176 (Full legal attached.)	Certificate #	2019 / 1890
		Date certificate issued	06/01/2019

## 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)
# 2019/1890	06/01/2019	1,230.17	61.51	1,291.68
→Part 2: Total*				1,291.68

## 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)
# 2021/1629	06/01/2021	1,286.58	6.25	64.33	1,357.16
# 2020/2031	06/01/2020	1,253.23	6.25	62.66	1,322.14
Part 3: Total*					2,679.30

## 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)	3,970.98
2. Delinquent taxes paid by the applicant	0.00
3. Current taxes paid by the applicant	0.00
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)	4,345.98

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

Sign here: <u>Shirley Rich, CFCA</u> Signature, Tax Collector or Designee	<u>Escambia, Florida</u> Date <u>July 28th, 2021</u>
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Send this certification to the Clerk of Court by 10 days after the date signed. See Instructions on Page 2



Chris Jones  
Escambia County Property Appraiser

ECPA Home

Real Estate Search

Tangible Property Search

Sale List

← Nav. Mode ☒ Account ☐ Parcel ID →

Printer Friendly Version

General Information

Parcel ID: 481S304001002002  
Account: 043250100  
Owners: ALLEN CHERYL R  
Mail: 5890 SAN GABRIEL DR  
PENSACOLA, FL 32504  
Situs: 439 HYATT ST 32503  
Use Code: SINGLE FAMILY RESID   
Taxing Authority: PENSACOLA CITY LIMITS  
Tax Inquiry: [Open Tax Inquiry Window](#)

Tax Inquiry link courtesy of Scott Lunsford  
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2020	\$30,937	\$32,700	\$63,637	\$63,637
2019	\$30,937	\$30,519	\$61,456	\$61,456
2018	\$30,937	\$28,340	\$59,277	\$59,277

[Disclaimer](#)

[Market Value Breakdown Letter](#)

[Tax Estimator](#)

[File for New Homestead Exemption Online](#)

[Report Storm Damage](#)

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
07/2003	5186	885	\$27,000	WD	
08/2000	4593	1493	\$65,000	WD	
12/1979	1400	329	\$13,800	WD	

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

2020 Certified Roll Exemptions

None

Legal Description

BEG AT A PT ON S LI OF FONTANEL GRANT AT INTER OF  
W LI OF FERRY PASS RD NELY ALG W R/W OF SD RD 176  
33/100 FT...

Extra Features

None

Parcel  
Information

[Launch Interactive Map](#)

Section  
Map Id:  
48-1S-30-1



Approx.  
Acreage:  
0.1893

Zoned:   
C-3

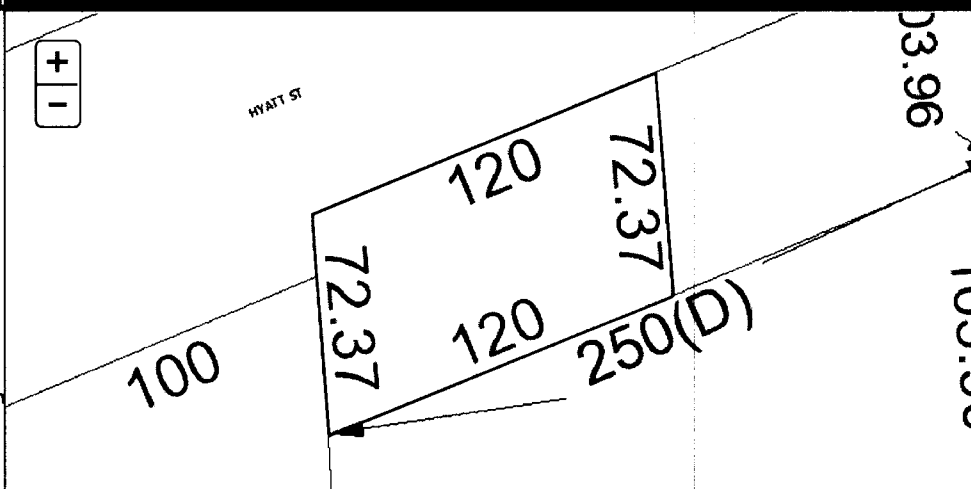
Evacuation  
& Flood  
Information  
[Open  
Report](#)



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

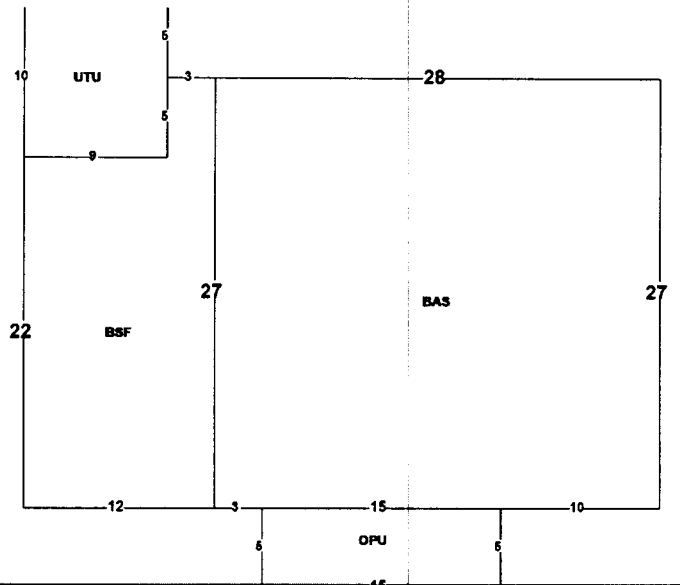
Buildings

Address: 439 HYATT ST, Year Built: 1960, Effective Year: 1960, PA Building ID#: 69803



**Structural Elements**  
DECOR/MILLWORK-AVERAGE  
DWELLING UNITS-1  
EXTERIOR WALL-ASBESTOS SIDING  
EXTERIOR WALL-SIDING-SHT.AVG.  
FLOOR COVER-HARDWOOD/PARQUET  
FOUNDATION-WOOD/SUB FLOOR  
HEAT/AIR-WALL/FLOOR FURN  
INTERIOR WALL-DRYWALL-PLASTER  
NO. PLUMBING FIXTURES-3  
NO. STORIES-1  
ROOF COVER-CORRUGATED METL  
ROOF FRAMING-FLAT/SHED  
STORY HEIGHT-0  
STRUCTURAL FRAME-WOOD FRAME

**Areas - 1200 Total SF**  
BASE AREA - 756  
BASE SEMI FIN - 279  
OPEN PORCH UNF - 75  
UTILITY UNF - 90



Images



3/5/19

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.



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

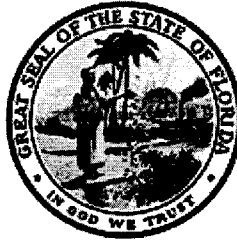
**Tax Deed - Redemption Calculator**

**Account: 043250100 Certificate Number: 001890 of 2019**

Redemption  Application Date  Interest Rate

	Final Redemption Payment ESTIMATED	Redemption Overpayment ACTUAL
	Auction Date <input type="text" value="07/05/2022"/>	Redemption Date <input type="text" value="08/18/2021"/>
Months	12	1
Tax Collector	<input type="text" value="\$4,345.98"/>	<input type="text" value="\$4,345.98"/>
Tax Collector Interest	\$782.28	\$65.19
Tax Collector Fee	<input type="text" value="\$6.25"/>	<input type="text" value="\$6.25"/>
Total Tax Collector	\$5,134.51	<input type="text" value="\$4,417.42"/> TC
Record TDA Notice	<input type="text" value="\$17.00"/>	<input type="text" value="\$17.00"/>
Clerk Fee	<input type="text" value="\$119.00"/>	<input type="text" value="\$119.00"/>
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	\$82.08	\$6.84
Total Clerk	\$538.08	<input type="text" value="\$462.84"/> CH
Release TDA Notice (Recording)	<input type="text" value="\$10.00"/>	<input type="text" value="\$10.00"/>
Release TDA Notice (Prep Fee)	<input type="text" value="\$7.00"/>	<input type="text" value="\$7.00"/>
Postage	<input type="text" value="\$60.00"/>	<input type="text" value="\$0.00"/>
Researcher Copies	<input type="text" value="\$0.00"/>	<input type="text" value="\$0.00"/>
Total Redemption Amount	\$5,749.59	\$4,897.26
	Repayment Overpayment Refund Amount	\$852.33
Book/Page	<input type="text"/>	<input type="text"/>

**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 # 2019 TD 001890  
 Redeemed Date 08/18/2021**

**Name CHERYL R ALLEN 5890 SAN GABRIEL DR PENSACOLA FL 32504**

Clerk's Total = TAXDEED	\$538.08	4560.26
Due Tax Collector = TAXDEED	\$5,134.51	
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

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

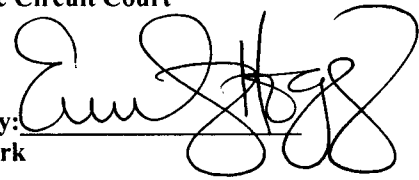
**PAM CHILDERS, CLERK OF THE CIRCUIT COURT  
Tax Certificate Redeemed From Sale  
Account: 043250100 Certificate Number: 001890 of 2019**

**Payor: CHERYL R ALLEN 5890 SAN GABRIEL DR PENSACOLA FL 32504      Date 08/18/2021**

Clerk's Check #	119708555	Clerk's Total	\$538.08
Tax Collector Check #	1	Tax Collector's Total	\$5,34.51
		Postage	\$60.00
		Researcher Copies	\$0.00
		Recording	\$10.00
		Prep Fee	\$7.00
		Total Received	<del>\$5,749.59</del>

**\$4577.26**

**PAM CHILDERS  
Clerk of the Circuit Court**

Received By:   
Deputy Clerk

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



## RELEASE OF NOTICE OF APPLICATION FOR TAX DEED

Pursuant to § 197.502(5)(c), Florida Statutes, the Escambia County Clerk of Court fully releases the Notice of Tax Deed Application recorded at Official Records Book 8600, Page 128, of Escambia County, for the tax certificate, tax deed, and property described below:

Tax Certificate No. Certificate No. 01890, issued the 1st day of June, A.D., 2019

TAX ACCOUNT NUMBER: **043250100 (0722-13)**

### DESCRIPTION OF PROPERTY:

**BEG AT A PT ON S LI OF FONTANEL GRANT AT INTER OF W LI OF FERRY PASS RD NELY  
ALG W R/W OF SD RD 176 33/100 FT TO SLY R/W LI OF HYATT ST (50 FT R/W) WLY ALG S  
R/W LI OF HYATT ST 115 26/100 FT TO POB CONT WLY ALG S R/W LI OF HYATT ST 120 FT  
SLY PARL WITH W R/W LI OF FERRY PASS RD (DAVIS HWY - SR 291) 72 37/100 FT ELY ALG  
LI PARL WITH S R/W LI OF HYATT ST 120 FT NLY PARL WITH W R/W LI OF FERRY PASS  
RD 72 37/100 FT TO POB OR 5186 P 885 OR 5639 P 1536**

**SECTION 48, TOWNSHIP 1 S, RANGE 30 W**

NAME IN WHICH ASSESSED: CHERYL R ALLEN

Dated this 18th day of August 2021.



PAM CHILDERS  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY, FLORIDA

By:  
Emily Hogg  
Deputy Clerk

OR BK 5186 PG0891  
Escambia County, Florida  
INSTRUMENT 2003-120272

RCD Jul 15, 2003 08:39 am  
Escambia County, Florida

ERNIE LEE MAGAHA  
Clerk of the Circuit Court  
INSTRUMENT 2003-120272

Exhibit "B"

A parcel of land in the Fontanel Grant, Section 48, Township 1 South, Range 30 West as described as follows: starting at a point of the south line of said grant, where it intersects the west line of the right of way of Ferry Pass Road, thence running in a northerly direction along the west right of way of said road a distance of 176.33 feet to the southerly right of way line of Hyatt Street (50' R/W); thence westerly along the south right of way line of Hyatt Street a distance of 115.26 feet to the Point of Beginning; thence continue westerly along the south right of way line of Hyatt Street a distance of 120.00 feet; thence southerly parallel with the west right of way line of Ferry Pass Road (Davis Highway-SR-291) a distance of 72.37 feet; thence easterly along a line parallel with the south right of way line of Hyatt Street a distance of 120.00 feet; thence Northerly parallel with the west right of way line of Ferry Pass Road a distance of 72.37 feet to the Point of Beginning; containing 0.199 acres, more or less.

439 Hyatt Street, Pensacola

Exhibit "A"

A PARCEL OF LAND IN THE FONTANEL GRANT, SECTION 48, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: STARTING AT A POINT ON THE SOUTH LINE OF THE FONTANEL GRANT WHERE IT INTERSECTS THE WEST LINE OF THE RIGHT-OF-WAY OF THE FERRY PASS ROAD (FORMERLY KNOWN AS STATE HIGHWAY NO. 1-A, OLD 66' R/W); THENCE RUNNING IN A NORTHERLY DIRECTION ALONG THE WEST RIGHT-OF-WAY OF SAID ROAD A DISTANCE OF 103.96 FEET FOR A POINT OF BEGINNING; THENCE WESTERLY AT AN ANGLE OF 108°10' TO THE LEFT A DISTANCE OF 250 FEET; THENCE NORTHERLY AND PARALLEL WITH THE WEST LINE OF THE SAID FERRY PASS ROAD A DISTANCE OF 103.96 FEET TO A POINT ON THE SOUTH SIDE OF A 40 FOOT ROAD; THENCE EASTERLY ALONG SOUTHSIDE OF SAID STREET A DISTANCE OF 250 FEET TO THE WEST LINE OF THE FERRY PASS ROAD, AND THENCE SOUTHERLY ALONG THE WEST LINE OF THE FERRY PASS ROAD A DISTANCE OF 103.96 FEET TO THE POINT OF BEGINNING; LESS, PROPERTY OBTAINED BY THE STATE ROAD DEPARTMENT FOR ROAD RIGHT-OF-WAY FOR STATE ROAD 6-A (CIRCUIT COURT CASE NO. 44658, FILE #48954, PARCELS SRD NO. 232; 233 FINAL JUDGEMENT RECORDED IN MINUTE BOOK A 12, PAGE 131 AND SRD NO. 234, 235, 236 FINAL JUDGEMENT RECORDED IN MINUTE BOOK A 12, PAGE 128) AND FOR RIGHT-OF-WAY FOR STATE ROAD 291 (CIRCUIT COURT CASE 69-252, PARCELS SRD NO. 126.1; 126.2; FINAL JUDGEMENT RECORDED IN OBJ BOOK 19, PAGE 267) AND LESS AND EXCEPT PROPERTY CONVEYED IN OFFICIAL RECORDS BOOK 1400, PAGE 329, OF THE PUBLIC RECORDS OF SAID COUNTY.

4427 N. Davis Highway, Pensacola

7. That if any of the installments of principal or interest due by the terms of said promissory note are not paid when due; if Mortgagor should transfer, convey, or otherwise convey any interest in the Premises or transfer, convey or otherwise convey any interest in that real property described on Exhibit "B" attached hereto and by this reference made a part hereof, whatsoever without the prior written consent of Mortgagee; 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 attorney's fees, shall immediately become due at the option of Mortgagee, and 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 hereof 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, Mortgagor shall pay all installments of principal and interest and perform each and every covenant and obligation of the prior mortgage. Failure of Mortgagor to do so shall constitute a default hereunder. Upon failure of Mortgagor to do so, 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 Mortgagor upon demand by 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.

NOTWITHSTANDING ANYTHING CONTAINED IN THE MORTGAGE TO THE CONTRARY, THE EXECUTION OF THIS MORTGAGE IS NOT AN AGREEMENT BY CHERYL R. ALLEN TO PAY, OR ASSUME THE OBLIGATION TO PAY, THE INDEBTEDNESS SECURED BY THIS MORTGAGE. SPECIFICALLY, CHERYL R. ALLEN DOES NOT AGREE TO PAY OR ASSUME THE OBLIGATION TO PAY THE INDEBTEDNESS SECURED BY THE MORTGAGE. BY ACCEPTANCE OF THIS MORTGAGE, THE MORTGAGEE SPECIFICALLY AGREES TO THE CONDITIONS PLACED UPON THE EXECUTION OF THIS MORTGAGE BY CHERYL R. ALLEN.

IN WITNESS WHEREOF, the said Mortgagor has executed these presents, effective the 1<sup>st</sup> day of July, 2003.

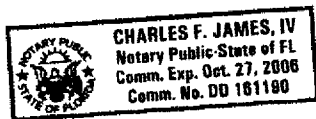
  
WAYNE F. HELMS

  
CHERYL R. ALLEN

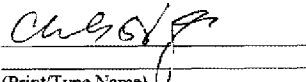
STATE OF FLORIDA

COUNTY OF ESCAMBIA

The foregoing instrument was sworn to, subscribed, and acknowledged before me this 1 day of July, 2003, by WAYNE F. HELMS and CHERYL R. ALLEN ( ) are personally known to me or who (✓) have produced drivers' licenses as identification.



(NOTARIAL SEAL)

  
(Print/Type Name)  
NOTARY PUBLIC

Deeds - 19.50  
Deeds - 94.50  
Deeds - 54.00  
Deeds - 768.00

OR BK 5186 PG0888  
Escambia County, Florida  
INSTRUMENT 2003-120272

This Instrument was Prepared By:  
RICHARD M. COLBERT, Esquire  
CLARK, PARTINGTON, HART, LARRY,  
BOND & STACKHOUSE  
125 West Romana Street, Suite 800  
Post Office Box 13010  
Pensacola, Florida 32591-3010

MTG DOC STAMPS PD @ ESC CO \$ 94.50  
07/15/03 ERNIE LEE MAGNIA, CLERK  
By: [Signature]

INTANGIBLE TAX PD @ ESC CO \$ 54.00  
07/15/03 ERNIE LEE MAGNIA, CLERK  
By: [Signature]

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

#### MORTGAGE AND SECURITY AGREEMENT

WAYNE F. HELMS, a married man, whose address is 5890 San Gabriel Drive, Pensacola, FL 32504 and CHERYL R. ALLEN, a married woman, hereinafter collectively Mortgagor, in consideration of the principal sum specified in the promissory note hereafter described, made by Mortgagor, payable to JAMES L. ALLEBACH AND CATHERINE E. ALLEBACH, husband and wife, 730 Halcyon Circle, Pensacola, Florida, 32503 hereinafter called Mortgagee, (which terms Mortgagor and Mortgagee shall be construed to include the plural as well as the singular, whenever the context so permits or requires) hereby on this 1<sup>st</sup> day of July, 2003, mortgages to the Mortgagee the real property in Escambia County, Florida, described on the Exhibit "A" attached hereto and made a part hereof (the "Premises"), as security for payment of the existing indebtedness represented by that certain promissory note of date even herewith for the sum of **TWENTY SEVEN THOUSAND AND NO/100 (\$27,000.00)** Dollars made by WAYNE F. HELMS (the "Borrower") payable to the order of Mortgagee, with interest from date until paid at the rate therein specified, the said principal and interest payable in the manner and upon the terms, provisions, and conditions set forth in the note, together with any and all renewals, extensions, modifications, consolidations, and extensions thereof.

Mortgagor hereby mortgages 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 agrees:

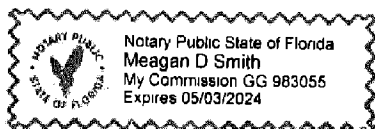
1. This mortgage shall also secure such future or additional advances as may be made by the Mortgagee at the option of Mortgagee to the Borrower, Mortgagor or the successors in title of Mortgagor, for any purpose provided that all such advances are to be made within twenty years from the date of this 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 an amount equal to twice the original principal balance of the promissory note described hereinabove, 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.
4. To keep all buildings now or hereafter on the land insured against damage by fire and lightning in the sum secured by this mortgage, by an insurer satisfactory to the Mortgagee, the insurance policy to be held by and payable to the Mortgagee. If the Mortgagor shall not do so, the Mortgagee may do so without waiving the option to foreclose, and the cost hereof, 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, 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 Mortgagor will not commit, permit or suffer any waste, impairment or deterioration of the mortgaged property. Upon the failure of 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 Mortgagor to comply with the demand of Mortgagee for a period of fifteen days shall constitute a breach of this mortgage.
6. To pay all expenses reasonably incurred by Mortgagee due to failure of Mortgagor to comply with the agreements in the note or this mortgage, including reasonable attorney's fees. The cost thereof, with interest thereon from the date of payment at the rate specified in the note, shall also be secured by this mortgage.


**BK: 8656 PG: 1120 Last Page**

State of Florida  
County of Escambia

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 15<sup>th</sup> day of September, 2021 by Cheryl R. Allen who ☐ is/are personally known or ☒ has/have produced driver licenses as identification.

[Seal]



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

**BK: 8656 PG: 1119**

**THIS CONVEYANCE IS SUBJECT TO:** covenants, conditions, restrictions, reservations, limitations, easements, encumbrances, and agreements of record, if any, but this provision shall not operate to re-impose same; taxes and assessments for the year 2021 and subsequent years; and to all applicable zoning ordinances and/or restrictions and prohibitions imposed by governmental authorities, if any.

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

The land described herein **IS NOT** the homestead of the Grantor and neither the Grantor nor the Grantor's spouse, nor anyone for whose support the Grantor is responsible, resides on or adjacent to said land.

**TO HAVE AND TO HOLD** unto the Grantee, its successors, and assigns, in fee simple forever.

**AND** the Grantor covenants with the Grantee that the Grantor is lawfully seized of an indefeasible estate in fee simple in said property; that the Grantor has good right and authority to sell and convey the property; that the Grantor fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever.

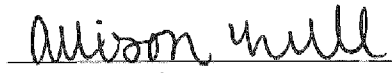
"Grantor" and "Grantee" are used for singular or plural, as context requires.

**IN WITNESS WHEREOF**, the said Grantor has signed and sealed these presents the day and year first written above.


Signed, sealed, and delivered  
in the presence of:

  
Signature of Witness

Brandy N Jackson  
Printed Name of Witness

  
Signature of Witness

Allison Yarnell  
Printed Name of Witness

  
Cheryl R. Allen

**Recorded in Public Records 11/8/2021 10:34 AM OR Book 8656 Page 1118,  
Instrument #2021122241, Pam Childers Clerk of the Circuit Court Escambia  
County, FL Recording \$27.00 Deed Stamps \$875.00**

Prepared by:  
Louis E. Harper III  
Harper Title Company, LLC  
2107 Airport Boulevard  
Pensacola, FL 32504  
File No: 2021-865  
Consideration: \$125,000.00

### **WARRANTY DEED**

**THIS WARRANTY DEED** made effective the September 15, 2021, by **Cheryl R. Allen, a married woman**, whose mailing address is 5890 San Gabriel Drive, Pensacola, FL 32504, (herein "Grantor") (whether singular or plural), to **WTS, Inc. A Florida Corporation**, whose mailing address is 7461 Klondike Road, Pensacola, FL 32526 ("Grantee") (whether singular or plural).

**WITNESSETH:** that the Grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt of which is acknowledged, grants, sells, and conveys unto the Grantee, the following described real property, situate, lying and being in Escambia County, State of Florida, to-wit:

#### **PARCEL 1:**

**A Parcel of land in the Fontanel Grant, Section 48, Township 1 South, Range 30 West, Escambia County, Florida, described as follows: Starting at a point on the South line of the Fontanel Grant where it intersects the West line of the right of way of the Ferry Pass Road (Formerly Known As State Highway No. 1-A, Old 66 foot right of way); thence running in a Northerly direction along the West right of way of said road a distance of 103.96 feet for a Point of Beginning; thence Westerly at an angle of 108 degrees 10 minutes to the left a distance of 250 feet; thence Northerly and parallel with the West line of the said Ferry Pass Road a distance of 103.96 feet to a point on the South side of a 40 foot road; thence Easterly along South side of said Street a distance of 250 feet to the West line of the Ferry Pass Road, and thence Southerly along the West line of the Ferry Pass Road a distance of 103.96 feet to the Point of Beginning; Less, property obtained by the State Road Department for road right of way for State Road 8-A (Circuit Court Case No. 44658, File #48954, Parcels SRD No. 232; 233 Final Judgement Recorded in Minute Book A 12, Page 131 and SRD No. 234, 235, 236 Final Judgement Recorded in Minute Book A 12, Page 128) and for right of way for State Road 291 (Circuit Court Case 69-252, Parcels SRD No. 126.1; 126.2; Final Judgement Recorded in OBJ Book 19, Page 267) and LESS AND EXCEPT property conveyed in Official Records Book 1400, Page 329, of the Public Records of said county.**

#### **PARCEL 2:**

**A Parcel of land in the Fontanel Grant, Section 48, Township 1 South, Range 30 West as described as follows: Starting at a point of the South line of said grant, where it intersects the West line of the right of way of Ferry Pass Road, thence running in a Northerly direction along the West right of way of said road a distance of 176.33 feet to the Southerly right of way line of Hyatt Street (50 foot right of way); thence Westerly along the South right of way line of Hyatt Street a distance of 115.26 feet to the Point of Beginning; thence continue Westerly the South right of way line of Hyatt Street a distance of 120.00 feet; thence Southerly parallel with the West right of way line of Ferry Pass Road (Davis Highway-SR-291) a distance of 72.37 feet; thence Easterly along a line parallel with the South right of way line of Hyatt Street a distance of 120.00 feet; thence Northerly parallel with the West right of way line of Ferry Pass Road, a distance of 72.37 feet to the Point of Beginning.**

**Parcel Identification Number: Multi**



## **PROPERTY INFORMATION REPORT**

**April 27, 2022**

**Tax Account #:04-3250-100**

### **LEGAL DESCRIPTION EXHIBIT "A"**

**BEG AT A PT ON S LI OF FONTANEL GRANT AT INTER OF W LI OF FERRY PASS RD NELY  
ALG W R/W OF SD RD 176 33/100 FT TO SLY R/W LI OF HYATT ST (50 FT R/W) WLY ALG S  
R/W LI OF HYATT ST 115 26/100 FT TO POB CONT WLY ALG S R/W LI OF HYATT ST 120 FT  
SLY PARL WITH W R/W LI OF FERRY PASS RD (DAVIS HWY - SR 291) 72 37/100 FT ELY ALG  
LI PARL WITH S R/W LI OF HYATT ST 120 FT NLY PARL WITH W R/W LI OF FERRY PASS RD  
72 37/100 FT TO POB OR 5186 P 885 OR 5639 P 1536**

**SECTION 48, TOWNSHIP 1 S, RANGE 30 W**

**TAX ACCOUNT NUMBER 04-3250-100(0722-13)**

**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:** JULY 5, 2022

**TAX ACCOUNT #:** 04-3250-100

**CERTIFICATE #:** 2019-1890

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	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Notify City of Pensacola, P.O. Box 12910, 32521
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Notify Escambia County, 190 Governmental Center, 32502
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Homestead for <u>2021</u> tax year.

**CHERYL R. ALLEN**  
**& WTS, INC.**  
**439 HYATT ST**  
**PENSACOLA, FL 32526**

**WTS, INC.**  
**7461 KLONDIKE RD**  
**PENSACOLA, FL 32526**

**CHERYL R. ALLEN**  
**5890 SAN GABRIEL DR**  
**PENSACOLA, FL 32504**

**JAMES L. ALLEBACH**  
**& CATHERINE E. ALLEBACH**  
**730 HALCYON CIRCLE**  
**PENSACOLA, FL 32503**

**JAMES L. ALLEBACH**  
**& CATHERINE E. ALLEBACH**  
**436 CREARY ST**  
**PENSACOLA, FL 32507**

Certified and delivered to Escambia County Tax Collector, this 27<sup>th</sup> day of April, 2022.

**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**  
**CONTINUATION PAGE**

April 27, 2022

Tax Account #: **04-3250-100**

1. The Grantee(s) of the last deed(s) of record is/are: **WTS, INC. A FLORIDA CORPORATION**

**By Virtue of Warranty Deed recorded 7/15/2003 in OR 5186/885 and Warranty Deed recorded 11/8/2021 - OR 8586/1118**

2. The land covered by this Report is: **See Attached 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 James L. Allebach and Catherine E. Allebach recorded 7/15/2003 – OR 5186/888.**

4. Taxes:

**Taxes for the year(s) NONE are delinquent.**

**Tax Account #: 04-3250-100**

**Assessed Value: \$52,529**

**Exemptions: NONE**

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

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

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



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

THE ATTACHED REPORT IS ISSUED TO:

SCOTT LUNSFORD, ESCAMBIA COUNTY TAX COLLECTOR

TAX ACCOUNT #: 04-3250-100 CERTIFICATE #: 2019-1890

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: April 25, 2002 to and including April 25, 2022 Abstractor: Cody Campbell

BY

Michael A. Campbell,  
As President  
Dated: April 27, 2022