

APPLICATION FOR TAX DEED

Section 197.502, Florida Statutes

512
R. 12/16

Application Number: 2100618

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
09-1658-759	2019/4445	06-01-2019	LOT 30 BLK K SPRINGFIELD UNIT THREE PB 16 P 55 OR 6590 P 1045

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

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>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.



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

0722.410

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	DODGE WAYNE A & DODGE KAYLA J 10986 COUNTRY OSTRICH DR PENSACOLA, FL 32534 338 LOVELAND CIR 09-1658-759 LOT 30 BLK K SPRINGFIELD UNIT THREE PB 16 P 55 OR 6590 P 1045	Certificate #	2019 / 4445
		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)
# 2019/4445	06/01/2019	1,167.19	58.36	1,225.55
→Part 2: Total*				1,225.55

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)
# 2021/3761	06/01/2021	1,150.92	6.25	57.55	1,214.72
# 2020/4782	06/01/2020	1,105.35	6.25	55.27	1,166.87
Part 3: Total*					2,381.59

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)	3,607.14
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)	3,982.14

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>	Escambia, Florida
Signature Tax Collector or Designee	Date <u>July 28th, 2021</u>

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



Chris Jones Escambia County Property Appraiser

Real Estate Search

Tangible Property Search

Sale List

← Nav. Mode ☒ Account ☐ Parcel ID →

[Printer Friendly Version](#)

General Information	
Parcel ID:	261S314500030011
Account:	091658759
Owners:	DODGE WAYNE A & DODGE KAYLA J
Mail:	10986 COUNTRY OSTRICH DR PENSACOLA, FL 32534
Situs:	338 LOVELAND CIR 32526
Use Code:	SINGLE FAMILY - TOWNHOME
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window
Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector	

Assessments				
Year	Land	Imprv	Total	Cap Val
2021	\$8,000	\$64,679	\$72,679	\$72,385
2020	\$8,000	\$57,805	\$65,805	\$65,805
2019	\$8,000	\$54,223	\$62,223	\$62,223

[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)
05/10/2010	6590	1045	\$92,000	WD	
02/05/2009	6423	771	\$89,700	WD	
06/2006	5932	1945	\$91,000	WD	
12/1999	4506	1043	\$59,900	WD	
Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller					

2021 Certified Roll Exemptions
None

Legal Description
LOT 30 BLK K SPRINGFIELD UNIT THREE PB 16 P 55 OR 6590 P 1045

Extra Features
None

Parcel Information

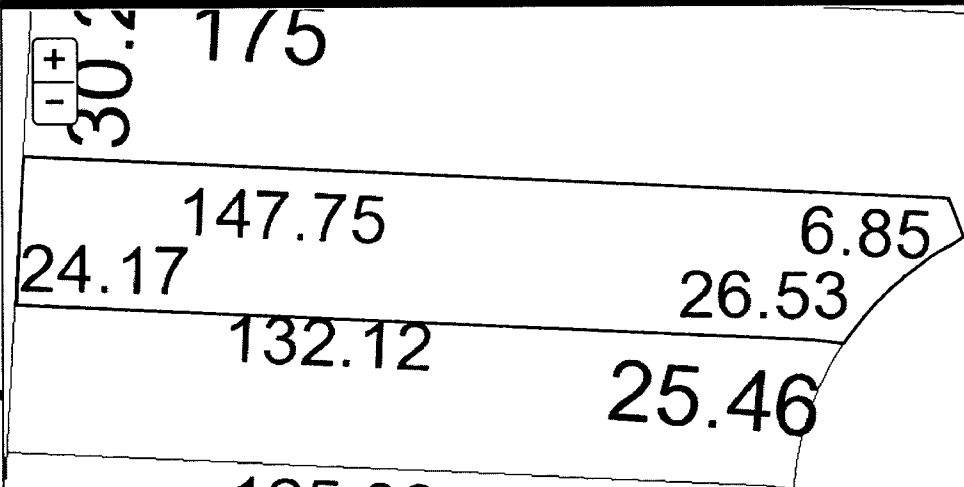
[Launch Interactive Map](#)

Section
Map Id:
26-15-31-2

Approx.
Acreage:
0.0795

Zoned:
MDR

Evacuation
& Flood
Information
[Open Report](#)



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

Buildings

Address: 338 LOVELAND CIR, Year Built: 1999, Effective Year: 1999, PA Building ID#: 98315

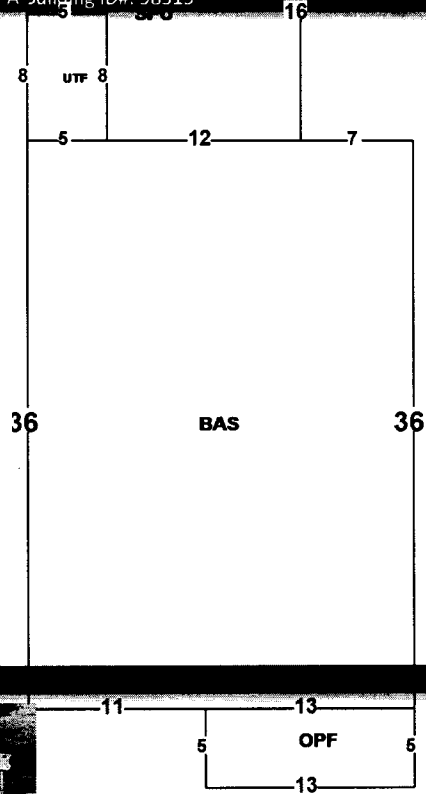
Structural Elements

DECOR/MILLWORK-AVERAGE
DWELLING UNITS-1
EXTERIOR WALL-VINYL SIDING
FLOOR COVER-CARPET
FOUNDATION-SLAB ON GRADE
HEAT/AIR-CENTRAL H/AC
INTERIOR WALL-DRYWALL-PLASTER
NO. PLUMBING FIXTURES-3
NO. STORIES-1
ROOF COVER-COMPOSITION SHG
ROOF FRAMING-GABL/HIP COMBO
STORY HEIGHT-0
STRUCTURAL FRAME-WOOD FRAME

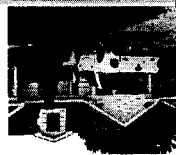


Areas - 1201 Total SF

BASE AREA - 864
OPEN PORCH FIN - 65
SCRN PORCH UNF - 232
UTILITY FIN - 40



Images



9/22/15

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.

NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That **TLGFY LLC CAPITAL ONE NA** holder of **Tax Certificate No. 04445**, issued the **1st** day of **June, A.D., 2019** 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:

LOT 30 BLK K SPRINGFIELD UNIT THREE PB 16 P 55 OR 6590 P 1045

SECTION 26, TOWNSHIP 1 S, RANGE 31 W

TAX ACCOUNT NUMBER 091658759 (0722-46)

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

WAYNE A DODGE and KAYLA J DODGE

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** Tuesday in the month of July, which is the **5th** day of **July 2022**.

Dated this 7th day of September 2021.

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

Recorded in Public Records 05/11/2010 at 04:31 PM OR Book 6590 Page 1048,
Instrument #2010029925, Ernie Lee Magaha Clerk of the Circuit Court Escambia
County, FL Recording \$86.50 MTG Stamps \$322.00 Int. Tax \$184.00

**THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR
THE PRINCIPAL BALANCE DUE UPON MATURITY IS \$76,013.40, TOGETHER
WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE
MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE.**

This instrument prepared by and return to:
Stephen L. Walker, Esq.
Moulton McEachern & Walker, P.A.
Bank of America Building
5041 Bayou Boulevard, Suite 300
Pensacola, Florida 32503

STATE OF FLORIDA

COUNTY OF ESCAMBIA

MORTGAGE

This Mortgage is made this 10th day of May, 2010 by and between KAYLA J. DODGE and WAYNE A. DODGE, wife and husband ("Mortgagor"), and CRAIG J. MERFELD and CYNTHIA S. MERFELD, husband and wife, as tenants by the entireties, ("Mortgagee").

WITNESSETH:

WHEREAS, Mortgagor is indebted to Mortgagee in the principal sum of Ninety Two Thousand and No/100 Dollars (\$92,000.00), together with interest thereon, as evidenced by and to be paid in accordance with that certain promissory note of even date herewith, with a maturity date of June 1, 2020, executed by Mortgagor and delivered to Mortgagee, ("Note"), which by reference is made a part hereof to the same extent as though set out in full herein;

NOW, THEREFORE, to secure the performance by Mortgagor of all covenants and conditions in the Note and in this Mortgage and in all other instruments securing the Note, and in order to charge the properties, interests and rights hereinafter described with such payment and performance and to secure additional advances, renewals, extensions and modifications thereof and for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), Mortgagor does hereby mortgage, sell, pledge and assign to Mortgagee and, where applicable, grant a security interest in:

A. All the land located in Escambia County, Florida, more particularly described as:

**Lot 30, Block K, SPRINGFIELD UNIT III, being a portion of Section 26, Township
1 South, Range 31 West, Escambia County, Florida, as recorded in Plat Book 16,
page 55 of the public records of Escambia County, Florida,**

together with all the improvements now or hereafter erected on such property and all fixtures now or hereafter attached thereto, together with all tenements, hereditaments, easements, rights, powers, privileges, immunities and appurtenances thereunto belonging or in anywise appertaining and the

reversion and reversions, remainder and remainders, and also all the estate, right, title, interest, homestead, right of dower, separate estate, property, possession and claim whatsoever in law as well as in equity of Mortgagor of, in and to the same in every part and parcel thereof unto Mortgagee in fee simple.

B. Together with all the rents, leases, issues, profits, revenue, income proceeds and other benefits from the property described in Paragraph A hereof to be applied to the indebtedness secured hereby, provided, however, that permission is hereby given to Mortgagor so long as no default has occurred hereunder, to collect, receive, and use such benefits from the property as they become due and payable, but not in advance thereof.

C. All insurance policies and proceeds thereof and all condemnation proceeds, awards, damages and claims relating to or derived from the property described in Paragraphs A and B hereof.

D. Everything referred to in Paragraphs A, B, and C hereof and any additional property hereafter acquired by Mortgagor and subject to the lien of this Mortgage or any part of these properties is herein referred to as the "**Mortgaged Property.**"

PROVIDED ALWAYS, that if Mortgagor shall pay to Mortgagee the Note at the times and in the manner stipulated therein, and in all other instruments securing the Note, including renewals, extensions or modification thereof, and in this Mortgage and in all other instruments securing the Note, to be kept, performed or observed by Mortgagor, then this Mortgage, shall cease and be void, but shall otherwise remain in full force and effect.

Mortgagor covenants and agrees with the Mortgagee as follows:

1. COMPLIANCE WITH NOTE AND MORTGAGE; WARRANTY OF TITLE. Mortgagor shall comply with all provisions of the Note, this Mortgage and every other instrument securing the Note and will promptly pay to Mortgagee the principal with interest thereon and all other sums required to be paid by Mortgagor under the Note pursuant to the provisions of this Mortgage and of every other instrument securing the Note. Mortgagor covenants that Mortgagor owns and is indefeasibly seized of the Mortgaged Property in fee simple, that the Mortgaged Property is free from all encumbrances except as noted in the legal description above, that Mortgagor has lawful authority to convey, mortgage and encumber the same as provided by the Mortgage, that Mortgagee may peaceably and quietly enjoy the Mortgaged Property, and that Mortgagor will defend the Mortgaged Property against the claims of all persons whomsoever, and that Mortgagor so warrants.

2. PAYMENT OF TAXES AND LIENS. Mortgagor shall pay all the taxes, assessments, levies, liabilities, obligations and encumbrances of every nature now on the Mortgaged Property or that hereafter may be imposed, levied or assessed upon this Mortgage or the Mortgaged Property or upon the indebtedness secured hereby. All such payments to be made when due and payable according to law before they become delinquent and before any interest attaches or any penalty is incurred. Insofar as any indebtedness is of record the same shall be promptly satisfied and evidence of such satisfaction shall be given to Mortgagee. Mortgagee may at its option require Mortgagor to deposit with Mortgagee on the first day of each month, in addition to making payments of principal and interest, until the Note is fully paid, an amount equal to one-twelfth of the yearly taxes assessed against the Mortgaged Property based on the amount of such taxes for the prior calendar year.

3. INSURANCE. Mortgagor shall keep the Mortgaged Property and the improvements now existing or hereafter erected on the Mortgaged Property insured as may be required from time to time by Mortgagee against loss by fire, other hazards and contingencies in such amounts and for such periods as may be required by Mortgagee. Mortgagor shall pay promptly, when due, any premiums on such

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insurance. All insurance shall be carried with companies approved by Mortgagee and the policy and renewals thereof shall be held by Mortgagee and have attached thereto loss payable clauses in favor and in form acceptable to Mortgagee. In the event of loss, Mortgagor shall give immediate notice by mail to Mortgagee and Mortgagee may make proof of loss if not made promptly by Mortgagor. Each insurance company concerned is hereby authorized and directed to make payments for such loss directly to Mortgagee instead of either to Mortgagor or Mortgagor and Mortgagee jointly. Insurance proceeds or any part thereof may be applied by Mortgagee at its option, after deducting therefrom all its expenses including attorney's fees, either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. Mortgagee is hereby authorized, at its option, to settle and compromise any claims, awards, damages, rights of action and proceeds, and any other payment or relief under any insurance policy. In the event of foreclosure of this Mortgage or other transfer of title to the Mortgaged Property in extinguishment of the indebtedness secured hereby, all right, title, and interest of Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee. Mortgagee may at its option require Mortgagor to deposit with Mortgagee on the first day of each month, in addition to making payments of principal and interest, until the Note is fully paid, an amount equal to one-twelfth of the yearly premiums for all insurance. Such deposits shall not be, nor be deemed to be, trust funds, but may be commingled with the general funds of Mortgagee, and no interest shall be payable in respect thereof. Upon demand by Mortgagee, Mortgagor shall deliver to Mortgagee such additional monies as are necessary to make up any deficiencies in the amounts necessary to enable Mortgagee to pay such premiums when due. In the event of default under any of the terms, covenants and conditions in the Note, this Mortgage or any other instrument securing the Note to be performed or observed by Mortgagor, Mortgagee may apply to the reduction of the sums secured hereby, in such manner as Mortgagee shall determine, any amount under this paragraph remaining to Mortgagor's credit and any return premium received from cancellation of any insurance policy by Mortgagee upon foreclosure of this Mortgage.

4. CONDEMNATION. If the Mortgaged Property or any part thereof shall be damaged or taken through condemnation (which term when used herein shall include any damage or taking by any governmental authority or any other authority authorized by the laws of the State of Florida or the United States of America to so damage or take, and any transfer by private sale in lieu thereof), either temporarily or permanently, the entire indebtedness and other sums secured hereby shall, at the option of Mortgagee, become immediately due and payable. Mortgagee shall be entitled to all compensation awards, damages, claims, rights of action and proceeds of, or on account of any damage or taking through condemnation and is hereby authorized, at its option, to commence, appear in and prosecute, in its own or Mortgagor's name, any action or proceeding relating to any condemnation, and to settle or compromise any claim in connection therewith. All such compensation awards, damages, claims, rights of action and proceeds, and any other payments or relief, and the right thereto, are hereby assigned by Mortgagor to Mortgagee and Mortgagee after deducting therefrom all its expenses including attorney's fees may release any monies so received by it without affecting the lien of this Mortgage or may apply the same in such manner as Mortgagee shall determine, to the reduction of the sums secured hereby and to any prepayment charge provided in the Note, this Mortgage or any other instrument securing the Note. Any balance of such monies then remaining shall be paid to Mortgagor. Mortgagor agrees to execute such further assignments or any compensations, awards, damages, claims, rights or actions and proceeds as Mortgagee may require.

5. CARE OF MORTGAGED PROPERTY. Mortgagor shall not remove or demolish any building or other property forming a part of the Mortgaged Property without the written consent of Mortgagee. Mortgagor shall not permit, commit, or suffer any waste, impairment or deterioration of the Mortgaged Property or any part thereof, and shall keep the same and improvements thereon in good condition and repair. Mortgagor shall notify Mortgagee in writing within five days of any damage, or impairment of the Mortgaged Property. Mortgagee may, at Mortgagee's discretion, have the Mortgaged

Property inspected at any time and Mortgagor shall pay all costs incurred by Mortgagee in executing such inspection.

6. **MORTGAGEE'S RIGHT TO MAKE CERTAIN PAYMENTS.** In the event Mortgagor fails to pay or discharge the taxes, assessments, levies, liabilities, obligations and encumbrances, or fails to keep the Mortgaged Property insured or to deliver the policies, premiums paid, or fails to repair the Mortgaged Property as herein agreed, Mortgagee may at its option pay or discharge the taxes, assessments, levies, liabilities, and obligations and encumbrances or any part thereof, to produce and pay for such insurance or to make and pay for such repairs. Mortgagee shall have no obligation on its part to determine the validity or necessity of any payment thereof and any such payment shall not waive or affect any option, lien equity or right of Mortgagee under or by virtue of this Mortgage. The full amount of each and every such payment shall be immediately due and payable and shall bear interest from the date thereof until paid at the Default Rate, as hereinafter defined, and together with such interest, shall be secured by the lien of this Mortgage. Nothing herein contained shall be construed as requiring Mortgagee to advance or expend monies for any of the purposes mentioned in this paragraph.

7. **PAYMENT OF EXPENSES.** Mortgagor shall pay all the costs, charges and expenses, including, but not limited to, reasonable attorneys' fees, disbursements and cost of abstracts of title, incurred or paid at any time by Mortgagee due to the failure on the part of Mortgagor promptly and fully to perform, comply with and abide by each and every stipulation, agreement, condition and covenant of the Note and this Mortgage. Such costs, charges and expenses, shall be immediately due and payable, whether or not there be notice, demand, attempt to collect or suit pending. The full amount of each and every such payment shall bear interest from the date thereof until paid at the Default Rate, as hereinafter defined. All such costs, charges and expenses so incurred or paid together with such interest, shall be secured by the lien of this Mortgage and any other instrument securing the Note.

8. **AFTER ACQUIRED PROPERTY.** The lien of this Mortgage will automatically attach, without further act, to all after acquired property of whatever kind located in or on, or attached to, or used or intended to be used in connection with or in the operation of the Mortgaged Property.

9. **ADDITIONAL DOCUMENTS.** At all times this Mortgage is in effect, upon Mortgagee's request, Mortgagor shall make, execute and deliver or cause to be made, executed and delivered to Mortgagee and, where appropriate, shall cause to be recorded or filed and thereafter to be re-recorded or refiled at such time or in such places as shall be deemed desirable by Mortgagee and any all such further mortgages, instruments or further assurance, certificates and other documents as Mortgagee may consider necessary or desirable in order to effectuate, complete, enlarge, perfect, or to continue and preserve the obligations of Mortgagor under the Note and this Mortgage and all other instruments securing the Note, and the lien of this Mortgage as a first and prior lien upon all the Mortgaged Property. Upon any failure by Mortgagor to do so, Mortgagee may make, execute, record, file, re-record, or refile any and all such mortgages, instruments, certificates and documents for and in the name of Mortgagor. Mortgagor hereby irrevocably appoints Mortgagee agent and attorney-in-fact of Mortgagor to do all things necessary to effectuate or assure compliance with this paragraph.

10. **ASSIGNMENT OF LEASES, SUBLEASES, FRANCHISES, RENTS, ISSUES AND PROFITS.**

a. **Assignment of Rents.** Mortgagor hereby collaterally assigns and transfers to Mortgagee all the leases, subleases, rents, issues and profits of the Mortgaged Property, and hereby gives to and confers upon Mortgagee the right, power and authority to collect such rents, issues and profits as herein set forth. Mortgagor irrevocably appoints Mortgagee its true and lawful attorney-in-fact, at the option of Mortgagee, immediately and without further legal action being necessary, to demand, receive

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and enforce payment, to give receipts, releases and satisfactions, and to sue, in the name of Mortgagor or Mortgagee, for all such rents, issues and profits and apply the same to the indebtedness secured hereby; provided, however, that Mortgagor shall have the right to collect such rents, issues and profits (but not more than one month in advance) prior to or at any time there is not an event of default under this Mortgage.

b. Collection Upon Default. Upon any event of default under this Mortgage, Mortgagee may, at any time without notice, either in person, by agent or by a receiver appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of the Mortgaged Property, or any part thereof, in its own name, and sue for or otherwise (including without limitation realizing on remedies set forth under Florida Statute §697.07 or successor statute, as amended) collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including attorneys' fees, upon any indebtedness secured hereby, and in such order as Mortgagee may determine. The collection of such rents, issues and profits, or the entering upon and taking possession of the Mortgaged Property, or the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done in response to such default or pursuant to such notice of default.

c. Restriction on Further Assignments, etc. Except as hereinafter specifically provided, Mortgagor shall not, without the prior written consent of the Mortgagee, assign the rents, issues or profits, or any part thereof, from the Mortgaged Property or any part thereof, and shall not consent to the modification, cancellation or surrender of any lease or sublease covering the Mortgaged property. An action of Mortgagor in violation of the terms of this section shall be void as against Mortgagee in addition to being a default under this Mortgage.

The Mortgagor shall not, without the consent of the Mortgagee, consent to the cancellation or surrender or, accept prepayment of rents, issues or profits, other than rent paid at the signing of a lease or sublease, under any lease or sublease now or hereafter covering the Mortgaged Property or any part thereof, not modify any such lease or sublease so as to shorten the term, decrease the rent, accelerate the payment of rent, or change the terms of any renewal option; and any such purported assignment, cancellation, surrender, prepayment or modification made without the written consent of the Mortgagee shall be void as against the Mortgagee. The Mortgagor shall, upon demand of the Mortgagee, enter into an agreement with the Mortgagee with respect to the provisions contained in the preceding provision regarding any lease or sublease covering said Mortgaged Property or any part thereof and the Mortgagor hereby appoints the Mortgagee attorney-in-fact of the Mortgagor to execute and deliver any such agreement on behalf of the Mortgagor and deliver written notice thereof to the tenant to whose lease such agreement relates.

The Mortgagor agrees to furnish to the Mortgagee a copy of any modification of any lease presently in effect and copies of all future leases affecting the Mortgaged Property covered by this Mortgage, and failure to furnish to the Mortgagee a copy of any modification of a lease or a copy of any future lease affecting said Mortgaged Property shall be deemed a default under this Mortgage and the Note, for which the holder of this Mortgage may, at its option, declare the entire unpaid balance of the subject Mortgage and Note to be immediately due and payable.

All leases or subleases hereafter entered into by Mortgagor with respect to the Mortgaged Property or any part thereof, shall be subordinate to the lien of this Mortgage unless expressly made superior to this Mortgage in the manner hereinafter provided. At any time or times Mortgagee may execute and record in the appropriate Office of the Register or County Clerk of the County where the Premises are situated, a Notice of Subordination reciting that the lease or leases therein described shall be superior to the lien of this Mortgage. From and after the recordation of such Notice of Subordination, the

lease or leases therein described shall be superior to the lien of this Mortgage and shall not be extinguished by any foreclosure sale hereunder.

11. **EVENT OF DEFAULT.** Any one of the following shall constitute an event of default ("**Event of Default**") under this Mortgage.

a. Failure by Mortgagor to pay when due, any installments of principal or interest due under the Note, or any sums due or to be paid by Mortgagor hereunder or under any other instrument securing the Note.

b. Failure by Mortgagor to duly keep, perform and observe any other covenant, condition or agreement in the Note, this Mortgage, any other instrument securing the Note or any other instrument collateral to the Note or executed in connection with the sums secured by the Note, this Mortgage and the foregoing instruments for a period of fifteen calendar days.

c. If either Mortgagor or any endorser or guarantor of the Note: (i) files a voluntary petition in bankruptcy, (ii) is adjudicated a bankrupt or insolvent; (iii) files any petition or answer seeking or acquiescing in any reorganization, management, composition, readjustment, liquidation, dissolution or similar relief for itself under any law relating to bankruptcy, insolvency or other relief for debtors; (iv) seeks or consents to or acquiesces in the appointment of any trustee, receiver, master or liquidator of itself or of all or any substantial part of the Mortgaged Property or of any or all of the rents, revenues, issues, earnings, profits or income thereof; (v) makes any general assignment for the benefit of creditors, or (vi) makes any admission in writing of its inability to pay its debts generally as they become due.

d. If a court of competent jurisdiction enters an order, judgment or decree approving a petition filed against Mortgagor or any endorser or guarantor of the Note, seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, which order, judgment or decree remains unvacated and unstayed for an aggregate of 60 days whether or not consecutive from the date of entry thereof.

e. If any trustee, receiver or liquidator of Mortgagor of all or any substantial part of the Mortgaged Property or of any or all of the rents, revenues, issues, earnings, profits or income thereof, is appointed without the prior written consent of Mortgagee, which appointment shall remain unvacated and unstayed for an aggregate of 60 days whether or not consecutive.

f. Any breach of any warranty or material untruth of any representation of Mortgagor contained in the Note, this Mortgage or any other instrument securing the Note.

g. The occurrence of any default under the terms of any mortgage or other security instrument which creates a lien or other security interest on or in the Mortgaged Property.

12. **ACCELERATION.** If an Event of Default shall have occurred, Mortgagee may declare the outstanding principal amount of the Note and the interest accrued thereon, and all other sums secured hereby, to be due and payable immediately. Upon such declaration such principal and interest and other sums shall immediately be due and payable without demand or notice.

13. **REMEDIES AFTER DEFAULT.** Upon an Event of Default, Mortgagee may proceed by suit or suits at law or in equity or by any other appropriate proceeding or remedy to: (i) enforce payment of the Note or the performance of any term hereof or any other right; (ii) foreclose this Mortgage and to sell, as an entirety or in separate lots or parcels, the Mortgaged Property under the judgment or decree of a

BK: 6590 PG: 1054

court or courts of competent jurisdiction; (iii) collect all rents, issues, profits, revenue, income, and other benefits from the Mortgaged Property; (iv) appoint a receiver to enter upon and take possession of the Mortgaged Property and to collect all rents, issues, profits, revenue, income, and other benefits thereof and apply the same as a court may direct and such receiver shall have all rights and powers permitted under law; and (v) pursue any other remedy available to it including, but not limited to taking possession of the Mortgaged Property without notice or hearing to Mortgagor. Mortgagee shall take action either by such proceedings or by the exercise of its power with respect to entry or taking possession, or both, as Mortgagee may determine.

14. NO WAIVER. No delay or omission of Mortgagee or of any holder of the Note to exercise any right, power or remedy accruing upon any Event of Default shall exhaust or impair any such right, power or remedy or shall be construed to waive any Event of Default or to constitute acquiescence therein.

15. NON-EXCLUSIVE REMEDIES. No right, power or remedy conferred upon or reserved to Mortgagee by the Note, this Mortgage or any other instrument securing the Note is exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or under the Note or any other instrument securing the Note, now or hereafter existing at law, in equity or by statute.

16. NOTICES: Any notice or demand to be given or that may be given under this Mortgage shall be in writing and shall be (i) delivered by hand, or (ii) delivered through the United States mail, postage prepaid, certified, return receipt requested, or (iii) delivered through or by expedited mail or package service, addressed to the parties as follows:

If to Mortgagee:

Craig J. Merfeld
Cynthia S. Merfeld
9719 Hollowbrook Drive
Pensacola, FL 32514

If to Mortgagor:

Kayla J. Dodge
Wayne A. Dodge
338 Loveland Circle
Pensacola, FL 32526

Any notice or demand to be given or that may be given under this Mortgage shall be deemed complete (i) upon hand-delivery to the appropriate address as provided in this Paragraph, or (ii) on depositing the notice or demand in the United States mail with proper postage affixed, certified, return receipt requested, or (iii) on depositing the notice or demand with an expedited mail or package delivery service. Any party to this Mortgage may change address by notice in writing to the other party in the manner provided in this paragraph.

17. SUCCESSORS AND ASSIGNS BOUND. Whenever one of the parties hereto is named or referred to herein, the heirs, personal representatives, successors and assigns of such party shall be included and all covenants and agreements contained in this Mortgage, by or on behalf of the Mortgagor or Mortgagee, shall bind and inure to the benefit of their respective heirs, personal representatives, successors and assigns, whether or not so expressed.

18. **ATTORNEY'S FEES.** The term "**attorneys' fees**" as used in this Mortgage includes any and all legal fees of whatever nature including, but not limited to, fees in connection with collection, trial, bankruptcy proceedings and any appeal of any interlocutory order or final judgment or any other appellate proceeding arising out of any litigation.

19. **OBLIGATION OF MORTGAGOR.** Mortgagor shall pay the cost of releasing or satisfying this Mortgage of record.

20. **DEFAULT RATE.** The Default Rate shall be the highest legal rate of interest. Anything in this Mortgage to the contrary notwithstanding, the Default Rate shall at no time exceed the maximum rate permitted by applicable law whether now or hereafter in effect. The Mortgagee agrees to refund, and the Mortgagor agrees to accept refund of, any and all sums received under this Mortgage by the Mortgagor which are determined to be usurious by any court of competent jurisdiction.

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

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

As used in this paragraph 21, "**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 20, "**Environmental Law**" means federal laws and laws of the jurisdiction where the Mortgaged Property is located that relate to health, safety or environmental protection.

22. **CHANGES TO THE MORTGAGE.** All changes, alterations, deletions or additions to the substance of any paragraph in this Mortgage which have been agreed to between Mortgagor and Mortgagee have been initialed by Mortgagor as additional proof of Mortgagor's consent.

23. [INTENTIONALLY LEFT BLANK]

24. **MISCELLANEOUS.** In the event that any of the covenants, agreements, terms or provisions contained in the Note, this Mortgage or any other instrument securing the Note shall be invalid, illegal or unenforceable in any respect, the validity of the remaining covenants, agreements, terms or provisions contained herein and in the Note and any other instrument securing the Note shall be in no way affected, prejudiced or disturbed thereby.

25. TRANSFER OF MORTGAGED PROPERTY OR ANY INTEREST IN MORTGAGOR.

a. Without the prior written consent of Mortgagee, Mortgagor shall not encumber the Mortgaged Property, or any interest or estate therein or sell, assign, lease or otherwise transfer all or any portion of the Mortgaged Property or any interest or estate therein, whether voluntarily or involuntarily or by operation of law. Any such sale, lease, assignment, conveyance, encumbrance or other transfer of the Mortgaged Property, or any interest or estate therein, or the incurrence of debt not permitted hereby, made without Mortgagee's prior written consent, shall constitute a default hereunder. Mortgagor covenants and agrees that without the prior written consent of Mortgagee, no party constituting Mortgagor shall be dissolved, liquidated or terminated, whether by operation of law or otherwise. Any such liquidation, termination or dissolution without Mortgagee's prior written consent shall constitute a default hereunder. In addition, without the prior written consent of Mortgagee, the sale, transfer, encumbrance or assignment of any interest in Mortgagor or, if a general partner of any partnership comprising Mortgagor is an entity, in such entity general partner of such partnership shall also constitute a default hereunder.

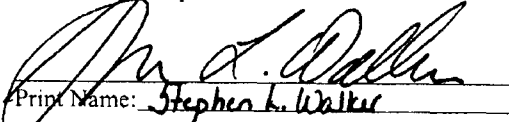
b. The provisions of this paragraph 25 shall apply to each and every transfer coming within the terms hereof, regardless of whether or not Mortgagee has consented to, or waived by its action or inaction, its rights hereunder with respect to any previous transfer covered hereby.

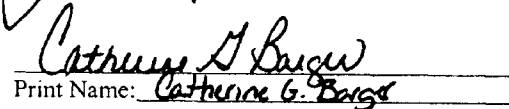
26. ADDITIONAL PARAGRAPHS. In the event Mortgagor and Mortgagee agree to further covenants in this Mortgage requiring an additional paragraph or paragraphs, such paragraph or paragraphs shall be attached to this Mortgage under the heading of "Rider" and shall be part of this Mortgage as if set out in full herein. Any Rider must be completed and attached prior to executing this Mortgage.

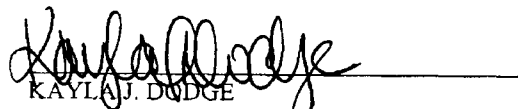
THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS \$76,013.40, TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE.

IN WITNESS WHEREOF, this instrument has been executed on the date first above written.

Executed in the presence of:


Print Name: Stephen L. Walker


Print Name: Catherine G. Borge


KAYLA J. DODGE


WAYNE A. DODGE

BK: 6590 PG: 1057 Last Page

STATE OF FLORIDA

COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 10th day of May, 2010 by Kayla J. Dodge, who (check one):

- ☐ is personally known to me; or
- ☒ produced the following identification:
Florida driver's license

Catherine G. Barger
Notary Public, State of Florida
Print Name: Catherine G. Barger

[NOTARY SEAL]

CATHERINE G. BARGER
Notary Public - State of FL
Comm. Exp. August 10, 2013
Comm. No. DD 903131

STATE OF FLORIDA

COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 10th day of May, 2010 by Wayne A. Dodge, who (check one):

- ☐ is personally known to me; or
- ☒ produced the following identification:
Florida driver's license

Catherine G. Barger
Notary Public, State of Florida
Print Name: Catherine G. Barger

[NOTARY SEAL]

CATHERINE G. BARGER
Notary Public - State of FL
Comm. Exp. August 10, 2013
Comm. No. DD 903131

Recorded in Public Records 1/14/2021 3:43 PM OR Book 8444 Page 913,
Instrument #2021004922, Pam Childers Clerk of the Circuit Court Escambia
County, FL

Filing # 119589544 E-Filed 01/13/2021 05:35:08 PM

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

CRAIG J. MERFELD and
CYNTHIA S. MERFELD,

Plaintiffs,

v.

CASE NO. 2021 CA 000066

KAYLA JESSICA HENDERSON,
F/K/A KAYLA J. DODGE;
UNKNOWN SPOUSE OF KAYLA
JESSICA HENDERSON; WAYNE A. DODGE;
UNKNOWN SPOUSE OF WAYNE
A. DODGE; SPRINGFIELD HOMEOWNERS
ASSOCIATION, INC.; and KARIN A. GARVIN,
TRUSTEE, U. S. BANKRUPTCY COURT,

Defendants.

_____ /

NOTICE OF LIS PENDENS

TO DEFENDANTS KAYLA JESSICA HENDERSON F/K/A KAYLA J. DODGE;
UNKNOWN SPOUSE OF KAYLA JESSICA HENDERSON; WAYNE A. DODGE;
UNKNOWN SPOUSE OF WAYNE A. DODGE; SPRINGFIELD HOMEOWNERS
ASSOCIATION, INC.; KARIN A. GARVIN, TRUSTEE, U. S. BANKRUPTCY COURT;
ALL OTHERS WHOM IT MAY CONCERN:

YOU ARE NOTIFIED OF THE FOLLOWING:

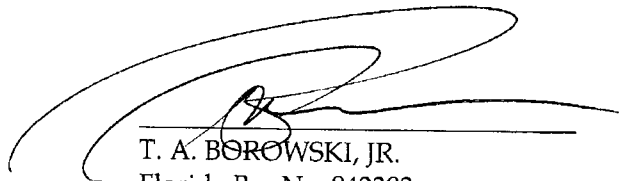
- (a) The Plaintiffs have instituted this action against you seeking to foreclose a
mortgage with respect to the property described below.

BK: 8444 PG: 914 Last Page

- (b) The Plaintiffs in this Action are: CRAIG J. MERFELD and CYNTHIA S. MERFELD.
- (c) The case number of this action is as shown in the caption.
- (d) The real property that is the subject matter of this action is in Escambia County, Florida, as is described as follows:

Lot 30, Block K, SPRINGFIELD UNIT III, being a portion of Section 26, Township 1 South, Range 31 West, Escambia County, Florida, as recorded in Plat Book 16, page 55 of the public records of Escambia County, Florida,

DATED ON this 13th day of January 2021.



T. A. BOROWSKI, JR.
Florida Bar No. 843393
ted@borowski-traylor.com
DARRYL STEVE TRAYLOR, JR.
Florida Bar No. 75981
steve@borowski-traylor.com
Borowski & Traylor, P.A.
4300 Bayou Blvd., Suite 14 (32503)
P. O. Box 12651
Pensacola, FL 32591-2651
(850) 429-2027
(850) 429-7465 fax
Attorneys for Plaintiffs

Recorded in Public Records 10/15/2013 at 10:25 AM OR Book 7088 Page 840,
Instrument #2013078534, Pam Childers Clerk of the Circuit Court Escambia
County, FL Recording \$18.50

THIS INSTRUMENT PREPARED BY:
Suzanne Blankenship
Coastal Association Law Group, P.L.
139 E. Government Street
Pensacola, Florida 32502
(850) 466-3255
File No.: 13-10-1534

CLAIM OF LIEN

STATE OF FLORIDA

COUNTY OF ESCAMBIA

BEFORE ME, the undersigned notary public, personally appeared RAY ETHERIDGE, who was duly sworn and says that he is the Authorized Agent of the lienor, SPRINGFIELD HOMEOWNERS ASSOCIATION, INC. (the "Association"), whose address is, c/o Etheridge Property Management, Inc., 908 Gardengate Circle, Pensacola, Florida 32503, and that in accordance with Article IV, Section 1 of the Declaration of Covenants, Conditions and Restrictions for Springfield - Unit One, a Subdivision dated July 17, 1996, and recorded September 10, 1996, in Official Records Book 4047, Page 126 et seq. of the public records of Escambia County, Florida, and all supplements and amendments thereto, the Association has provided maintenance and other services for the following described real property located in Escambia County, Florida:

Lot 30, Block K, Springfield Unit III, being a portion of Section 26, Township 1 South, Range 31 West, Escambia County, Florida, as recorded in Plat Book 16, Page 55 of the public records of Escambia County, Florida.

upon which the Association asserts this lien.

Kayla J. Dodge and Wayne A. Dodge are the record owners of the above-described property. The property location and the owners' mailing address is 338 Loveland Circle, Pensacola, Florida 32526.

This Claim of Lien is to secure the payment of the assessments against the owners by the undersigned Association in the following amounts (less any partial payments applied in accordance with Florida law), as well as all amounts which may accrue subsequent to this date:

<u>Item</u>	<u>Amount</u>
2011 Semi-Annual Assessment due 7/1/11	\$264.00
2012 Semi-Annual Assessment due 1/1/12	\$264.00
2012 Semi-Annual Assessment due 7/1/12	\$264.00
2013 Semi-Annual Assessment due 1/1/13	\$264.00
2013 Semi-Annual Assessment due 7/1/13	\$264.00

The foregoing assessments bear interest at the rate of eighteen percent (18%) per annum from the date the assessment became due, plus reasonable attorney's fees and costs incident to the collection and enforcement of this lien.

EXECUTED on the 9th day of October, 2013.

SPRINGFIELD HOMEOWNERS ASSOCIATION,
INC., a Florida not-for-profit corporation

By: 
RAY ETHERIDGE, its
Authorized Agent

BK: 7088 PG: 841 Last Page

STATE OF FLORIDA

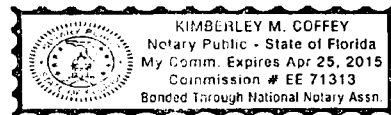
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 9th day of October, 2013, by Ray Etheridge, as Authorized Agent of Springfield Homeowners Association, Inc.

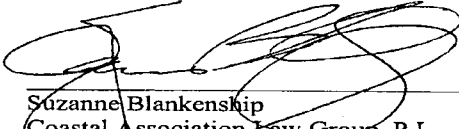
NOTARY PUBLIC

Print Name: Kimberly M. Coffey

☒ Personally Known
OR
☐ Produced Identification
Type of Identification Produced _____



I HEREBY CERTIFY that a true copy of the foregoing Claim of Lien has been furnished by Certified U.S. Mail, Return Receipt Requested and Regular U.S. Mail, to Kayla J. Dodge and Wayne A. Dodge, 338 Loveland Circle, Pensacola, Florida 32526, on this 14th day of October, 2013.


Suzanne Blankenship
Coastal Association Law Group, P.L.
139 E. Government Street
Pensacola, Florida 32502
(850) 466-3255
Attorneys for Springfield Homeowners Association, Inc.

Recorded in Public Records 5/22/2019 8:15 AM OR Book 8098 Page 1234,
Instrument #2019044397, Pam Childers Clerk of the Circuit Court Escambia
County, FL Recording \$18.50

THIS INSTRUMENT PREPARED BY:
Suzanne Blankenship
Emmanuel, Sheppard & Condon
30 South Spring Street
Pensacola, FL 32502
(850) 433-6581
File No.: 12592-144141

CLAIM OF LIEN

STATE OF FLORIDA
COUNTY OF ESCAMBIA

BEFORE ME, the undersigned notary public, personally appeared JIM STEELE, who was duly sworn and says that he is the Authorized Agent of the lienor, SPRINGFIELD HOMEOWNERS ASSOCIATION, INC. (the "Association"), whose address is, c/o Etheridge Property Management, Inc., 908 Gardengate Circle, Pensacola, Florida 32503, and that in accordance with Article IV, Section 1 of the Declaration of Covenants, Conditions and Restrictions for Declaration of Covenants, Conditions and Restrictions for Springfield - Unit One, a Subdivision dated July 17, 1996, and recorded September 10, 1996, in Official Records Book 4047, Page 126 et seq. of the public records of Escambia County, Florida, and all supplements and amendments thereto, the Association has provided maintenance and other services for the following described real property located in Escambia County, Florida:

Lot 30, Block K, Springfield Unit III, being a portion of Section 26, Township 1 South, Range 31 West, Escambia County, Florida, as recorded in Plat Book 16, Page 55 of the public records of Escambia County, Florida.

upon which the Association asserts this lien.

Kayla J. Dodge, Wayne A. Dodge, Wayne A. Dodge and Kayla J. Dodge are the record owners of the above-described property. The owner's property location is 338 Loveland Circle, Pensacola, FL 32526 and the owner's mailing address is: 1070 New Haven Dr., Cantonment, Florida 32533 and 338 Loveland Circle, Pensacola, Florida 32526 and 10986 Country Ostrich Drive, Pensacola, Florida 32534 and.

This Claim of Lien is to secure the payment of the assessments against the owner by the undersigned Association in the following amounts (less any partial payments applied in accordance with Florida law), as well as all amounts which may accrue subsequent to this date:

<u>Item</u>	<u>Amount</u>
Assessments Due - July 1 2011	\$264.00
Assessments Due - January 1 2012	\$264.00
Assessments Due - July 1 2012	\$264.00
Assessments Due - January 1 2013	\$264.00
Assessments Due - July 1 2013	\$264.00
Assessments Due - January 1 2014	\$264.00
Assessments Due - July 1 2014	\$264.00
Assessments Due - January 1 2015	\$264.00

BK: 8098 PG: 1235 Last Page

Assessments Due - July 1 2015	\$264.00
Assessments Due - January 1 2016	\$264.00
Assessments Due - July 1 2016	\$264.00
Assessments Due - January 1 2017	\$264.00
Assessments Due - July 1 2017	\$264.00
Assessments Due - January 1 2018	\$264.00
Assessments Due - July 1 2018	\$264.00
Assessments Due - January 1 2019	\$264.00

The foregoing assessment bears interest at the rate of eighteen percent (18%) per annum from the date the assessment became due, plus late charges, reasonable attorney's fees and costs incident to the collection and enforcement of this lien.

EXECUTED on the 21 day of MAY, 2019.

SPRINGFIELD HOMEOWNERS ASSOCIATION,
INC., a Florida not-for-profit corporation

By: [Signature]
JIM STEELE, its Authorized Agent

STATE OF FLORIDA
COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 21 day of may, 2019, by Jim Steele, as Authorized Agent of Springfield Homeowners Association, Inc., who is personally known to me.



Kimberlie Turk
NOTARY PUBLIC
Print Name: Kimberlie Turk

I HEREBY CERTIFY that a true copy of the foregoing Claim of Lien has been furnished by Certified U.S. Mail, Return Receipt Requested and Regular U.S. Mail, to Kayla J. Dodge and Wayne A. Dodge, 1070 New Haven Dr., Cantonment, Florida 32533 and 338 Loveland Circle, Pensacola, Florida 32526 and 10986 Country Ostrich Drive, Pensacola, Florida 32534 and, on this 22 day of May, 2019.

[Signature]
Suzanne Blankenship
Emmanuel, Sheppard & Condon
30 South Spring Street
Pensacola, FL 32502
Attorneys for Springfield Homeowners Association,
Inc.

FROM: ESCAMBIA COUNTY ROAD DEPT FAX FAX NO.: 8504945934

May. 05 2010 08:09AM P1

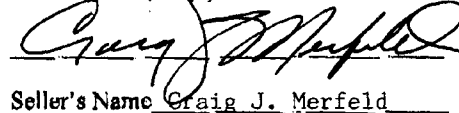
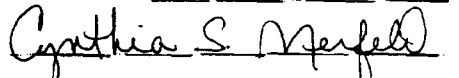
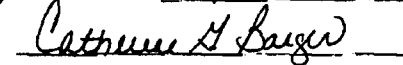
**RESIDENTIAL SALES
ABUTTING ROADWAY
MAINTENANCE DISCLOSURE**

ATTENTION: Pursuant to Escambia County Code of Ordinances Chapter 1-29.2, Article V, sellers of residential lots are required to disclose to buyers whether abutting roadways will be maintained by Escambia County. The disclosure must additionally provide that Escambia County does not accept roads for maintenance that have not been built or improved to meet County standards. Escambia County Code of Ordinance Chapter 1-29.2, Article V required this disclosure be attached along with other attachments to the deed or other method of conveyance required to be made part of the public records of Escambia County, Florida. Note: Acceptance for filing by County employees of this disclosure shall in no way be construed as an acknowledgement by the County of the veracity of any disclosure statement.

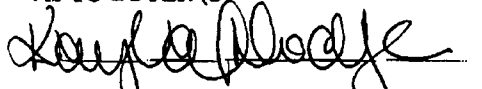
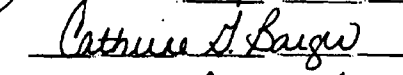
Subdivision: Loveland CirLegal Address of Property: 338 Loveland Cir. Parcel No. 26-1S-31-4500-030-011The County (x) has accepted () has not accepted the above abutting roadway for maintenance at the above address.

This form completed by: **Public Works, Roads & Bridges Division**
601 Hwy 297A
Cantonment, Florida 32533

AS TO SELLER (S)

Seller's Name Craig J. MerfeldSeller's Name Cynthia S. Merfeld
Witness' Name Stephen L. WalkerWitness' Name Catherine G. Barger

AS TO BUYER (S)

Buyer's Name Kayla J. DodgeBuyer's Name Wayne A. Dodge
Witness' Name Stephen L. WalkerWitness' Name Catherine G. Barger

THIS FORM APPROVED BY THE
ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
Effective 4/5/95

BK: 6590 PG: 1046

IN WITNESS WHEREOF, the Grantor has executed this instrument the day and year first above written.

Signed, sealed and delivered
in the presence of:

Catherine G. Barger
Print Name: Catherine G. Barger

Stephen L. Walker
Print Name: Stephen L. Walker

Craig J. Merfeld
Craig J. Merfeld

Catherine G. Barger
Print Name: Catherine G. Barger

Stephen L. Walker
Print Name: Stephen L. Walker

Cynthia S. Merfeld
Cynthia S. Merfeld

STATE OF FLORIDA

COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 10th day of May, 2010 Craig J. Merfeld and Cynthia S. Merfeld, who (check one)

- ☐ Are personally known to me; or
- ☒ Produced the following identification:
Florida drivers' licenses

Catherine G. Barger
Notary Public, State of Florida
Print Name: Catherine G. Barger

[NOTARY SEAL]

CATHERINE G. BARGER
Notary Public - State of FL
Comm. Exp. August 10, 2013
Comm. No. DD 903131

Recorded in Public Records 05/11/2010 at 04:31 PM OR Book 6590 Page 1045,
Instrument #2010029924, Ernie Lee Magaha Clerk of the Circuit Court Escambia
County, FL Recording \$27.00 Deed Stamps \$644.00

Prepared by and return to:
Stephen L. Walker, Attorney
Moulton McEachern & Walker
5041 Bayou Boulevard
Suite 300
Pensacola, Florida 32503

Property Reference No.: 26-1S-31-4500-030-011

STATUTORY WARRANTY DEED

THIS INDENTURE, made this 10th day of May, 2010, between **CRAIG J. MERFELD** and **CYNTHIA S. MERFELD**, husband and wife, 9719 Hollowbrook Drive, Pensacola, Florida 32514, "**Grantor**", and **KAYLA J. DODGE** and **WAYNE A. DODGE**, wife and husband, 338 Loveland Circle, Pensacola, Florida 32526, "**Grantee**"

WITNESSETH: That the said Grantor, for and in consideration of the sum of Ten (\$10.00) Dollars, and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the Grantee, and Grantee's successors and assigns forever, the following described land, situate, lying and being in Escambia County, Florida, to-wit:

Lot 30, Block K, SPRINGFIELD UNIT III, being a portion of Section 26, Township 1 South, Range 31 West, Escambia County, Florida, as recorded in Plat Book 16, page 55 of the public records of Escambia County, Florida.

SUBJECT to (i) taxes for the current year or subsequent years; (ii) zoning ordinances; (iii) restrictions and covenants of record which are not hereby reimposed; (iv) easements of record; (v) oil, gas and mineral reservations and transfers of record; and (vi) matters set forth on the plat of said subdivision.

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

AND subject to the matters set forth above, the Grantor does hereby fully warrant 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.

F:\MERFELD, C\Real Est\Sale of 338 Loveland Circle\Docs\Warranty Deed.doc

PROPERTY INFORMATION REPORT

April 21, 2022

Tax Account #:09-1658-759

**LEGAL DESCRIPTION
EXHIBIT "A"**

LOT 30 BLK K SPRINGFIELD UNIT THREE PB 16 P 55 OR 6590 P 1045

SECTION 26, TOWNSHIP 1 S, RANGE 31 W

TAX ACCOUNT NUMBER 09-1658-759(0722-46)

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 #: 09-1658-759

CERTIFICATE #: 2019-4445

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 type="checkbox"/>	<input checked="" 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>2020</u> tax year.

**WAYNE A. DODGE AKA WAYNE ARTHUR DODGE
& KAYLA J. DODGE AKA KAYLA JESSICA DODGE
NKA KAYLA JESSICA HENDERSON AKA KAYLA HENDERSON
338 LOVELAND CIRCLE
PENSACOLA, FL 32526**

**WAYNE A. DODGE AKA WAYNE ARTHUR DODGE
& KAYLA J. DODGE AKA KAYLA JESSICA DODGE
NKA KAYLA JESSICA HENDERSON AKA KAYLA HENDERSON
10986 COUNTRY OSTRITCH DR
PENSACOLA, FL 32534**

**CRAIG J. MERFIELD
& CYNTHIA S. MERFIELD
9719 HOLLOWBROOK DRIVE
PENSACOLA, FL 32514**

**SPRINGFIELD HOMEOWNERS
ASSOCIATION, INC.
908 GARDENGATE CIRCLE
PENSACOLA, FL 32504**

Certified and delivered to Escambia County Tax Collector, this 21st 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 21, 2022

Tax Account #: **09-1658-759**

1. The Grantee(s) of the last deed(s) of record is/are: **WAYNE A. DODGE AND KAYLA J. DODGE AKA KAYLA JESSICA DODGE AKA KAYLA JESSICA HENDERSON**

By Virtue of Warranty Deed recorded 5/11/2010 in OR 6590/1045

ABTRACTOR'S NOTE: DIVORCE IN OR 7003/1051 STATES "REAL ESTATE PROPERTY- 338 LOVELAND CIRCLE GOES TO PETITIONER (KAYLA JESSICA DODGE)," BUT WE FIND NO DEED FROM WAYNE A. DODGE

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 Craig J. Merfeld and Cynthia S. Merfeld recorded 5/11/2010 – OR 6590/1048, together with Notice of Lis Pendens recorded 1/14/2021 – OR 8444/913**

ABSTRACTOR'S NOTE: OPEN FORECLOSURE CASE NO. 2021-CA-000066. THE COMPLAINT IN THIS CASE APPEARS TO SUGGEST BANKRUPTCY PROCEEDINGS BEARING CASE NO. 20-30333-KKS

- b. **Lien in favor of Springfield Homeowners Association, Inc. recorded 10/15/2013 – OR 7088/840**
 - c. **Lien in favor of Springfield Homeowners Association, Inc. recorded 5/22/2019 – OR 8098/1234**
4. Taxes:

Taxes for the year(s) 2018-2021 are delinquent.

Tax Account #: 09-1658-759

Assessed Value: \$72,385.00

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): **SPRINGFIELD HOMEOWNERS ASSOCIATION, INC.**

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 #: 09-1658-759 CERTIFICATE #: 2019-4445

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 8, 2002 to and including April 8, 2022 Abstractor: Cody Campbell

BY

Michael A. Campbell,
As President
Dated: April 21, 2022




PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

Tax Deed - Redemption Calculator

Account: 091658759 Certificate Number: 004445 of 2019

Redemption ☐ No ☒ Application Date Interest Rate

	Final Redemption Payment ESTIMATED	Redemption Overpayment ACTUAL
	Auction Date <input type="text" value="7/5/2022"/>	Redemption Date <input type="text" value="5/11/2022"/> 
Months	12	10
Tax Collector	<input type="text" value="\$3,982.14"/>	<input type="text" value="\$3,982.14"/>
Tax Collector Interest	\$716.79	\$597.32
Tax Collector Fee	<input type="text" value="\$6.25"/>	<input type="text" value="\$6.25"/>
Total Tax Collector	\$4,705.18	<input type="text" value="\$4,585.71"/> <i>TC</i>
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	\$68.40
Total Clerk	\$538.08	<input type="text" value="\$524.40"/> <i>CH</i>
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="\$37.08"/>	<input type="text" value="\$0.00"/>
Researcher Copies	<input type="text" value="\$0.00"/>	<input type="text" value="\$0.00"/>
Total Redemption Amount	\$5,297.34	\$5,127.11
	Repayment Overpayment Refund Amount	\$170.23
Book/Page	<input type="text" value="8614"/>	<input type="text" value="90"/>

Notes

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 004445

Redeemed Date 5/11/2022

Name BOROWSKI AND TRAYLOR LAW 4300 BAYOU BLVD PENSACOLA FL 32504

Clerk's Total = TAXDEED	\$538.08
Due Tax Collector = TAXDEED	\$4,705.18
Postage = TD2	\$37.08
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
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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

**PAM CHILDERS, CLERK OF THE CIRCUIT COURT
 Tax Certificate Redeemed From Sale
 Account: 091658759 Certificate Number: 004445 of 2019**

**Payor: BOROWSKI AND TRAYLOR LAW 4300 BAYOU BLVD PENSACOLA FL 32504 Date
 5/11/2022**

Clerk's Check #	5300213633	Clerk's Total	\$538.08
Tax Collector Check #	1	Tax Collector's Total	\$4,705.18
		Postage	\$37.08
		Researcher Copies	\$0.00
		Recording	\$10.00
		Prep Fee	\$7.00
		Total Received	\$5,297.34

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 8614, Page 90, of Escambia County, for the tax certificate, tax deed, and property described below:

Tax Certificate No. Certificate No. 04445, issued the 1st day of June, A.D., 2019

TAX ACCOUNT NUMBER: 091658759 (0722-46)

DESCRIPTION OF PROPERTY:

LOT 30 BLK K SPRINGFIELD UNIT THREE PB 16 P 55 OR 6590 P 1045

SECTION 26, TOWNSHIP 1 S, RANGE 31 W

NAME IN WHICH ASSESSED: WAYNE A DODGE and KAYLA J DODGE

Dated this 11th day of May 2022.



PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

By:
Emily Hogg
Deputy Clerk