




# 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

1022-28

Part 1: Tax Deed Application Information					
Applicant Name Applicant Address	BLACK CUB, LLC SB MUNI CUST FOR PO BOX 31191 TAMPA, FL 33631-3191		Application date	Apr 19, 2022	
Property description	SCOTT KEITH A SCOTT RUFINA B 6351 BEAUCLAIR DR PENSACOLA, FL 32504 6351 BEAUCLAIR DR 03-3100-000 LT 4 BLK E 1ST ADDN TO COLLEGE COURT PB 6 P 20 OR 4784 P 1752		Certificate #	2020 / 1538	
			Date certificate issued	06/01/2020	
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)	
# 2020/1538	06/01/2020	798.41	39.92	838.33	
→Part 2: Total*				838.33	
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)
# 2021/1200	06/01/2021	825.41	6.25	41.27	872.93
Part 3: Total*					872.93
Part 4: Tax Collector Certified Amounts (Lines 1-7)					
1. Cost of all certificates in applicant's possession and other certificates redeemed by applicant (*Total of Parts 2 + 3 above)				1,711.26	
2. Delinquent taxes paid by the applicant				0.00	
3. Current taxes paid by the applicant				770.48	
4. Property information report fee				200.00	
5. Tax deed application fee				175.00	
6. Interest accrued by tax collector under s.197.542, F.S. (see Tax Collector Instructions, page 2)				0.00	
7. Total Paid (Lines 1-6)				2,856.74	
I certify the above information is true and the tax certificates, interest, property information report fee, and tax collector's fees have been paid, and that the property information statement is attached.					
Sign here: 			Escambia, Florida		
Signature, Tax Collector or Designee			Date April 26th, 2022		

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

<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.	40,199.50
16. Statutory opening bid (total of Lines 7, 14, 15, and 16 if applicable)	
Sign here: _____ Date of sale <u>10/03/2022</u>	
Signature, Clerk of Court or Designee	

**INSTRUCTIONS** + *CS*

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

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

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

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

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

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

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

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

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

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

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

**Clerk of Court (complete Part 5)**

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

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

**APPLICATION FOR TAX DEED**  
Section 197.502, Florida Statutes

512  
R. 12/16

Application Number: 2200123

To: Tax Collector of ESCAMBIA COUNTY, Florida

I,  
BLACK CUB, LLC  
SB MUNI CUST FOR  
PO BOX 31191  
TAMPA, FL 33631-3191,

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

Account Number	Certificate No.	Date	Legal Description
03-3100-000	2020/1538	06-01-2020	LT 4 BLK E 1ST ADDN TO COLLEGE COURT PB 6 P 20 OR 4784 P 1752

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  
BLACK CUB, LLC  
SB MUNI CUST FOR  
PO BOX 31191  
TAMPA, FL 33631-3191

04-19-2022  
Application Date

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



# 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:	311S302600004005
Account:	033100000
Owners:	SCOTT KEITH A SCOTT RUFINA B
Mail:	6351 BEAUCLAIR DR PENSACOLA, FL 32504
Situs:	6351 BEAUCLAIR DR 32504
Use Code:	SINGLE FAMILY RESID
Taxing Authority:	PENSACOLA CITY LIMITS
Tax Inquiry:	<a href="#">Open Tax Inquiry Window</a>
Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector	

Assessments				
Year	Land	Imprv	Total	Cap Val
2021	\$19,000	\$83,141	\$102,141	\$80,399
2020	\$19,000	\$76,955	\$95,955	\$79,289
2019	\$19,000	\$72,400	\$91,400	\$77,507
<a href="#">Disclaimer</a>				
<a href="#">Market Value Breakdown Letter</a>				
<a href="#">Tax Estimator</a>				
<a href="#">File for New Homestead Exemption Online</a>				

Sales Data					
Sale Date	Book	Page	Value	Type	Official Records (New Window)
10/2001	4784	1752	\$85,500	WD	
08/1997	4161	778	\$73,100	WD	
04/1996	3952	160	\$67,500	WD	
12/1989	2793	809	\$100	QC	
Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller					

2021 Certified Roll Exemptions
HOMESTEAD EXEMPTION

Legal Description
LT 4 BLK E 1ST ADDN TO COLLEGE COURT PB 6 P 20 OR 4784 P 1752

Extra Features
POOL

**Parcel Information** [Launch Interactive Map](#)

Section Map Id:  
31-1S-30-2

Approx. Acreage:  
0.1812

Zoned:   
R-1AA

Evacuation & Flood Information  
[Open Report](#)

101.5

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

**Buildings**

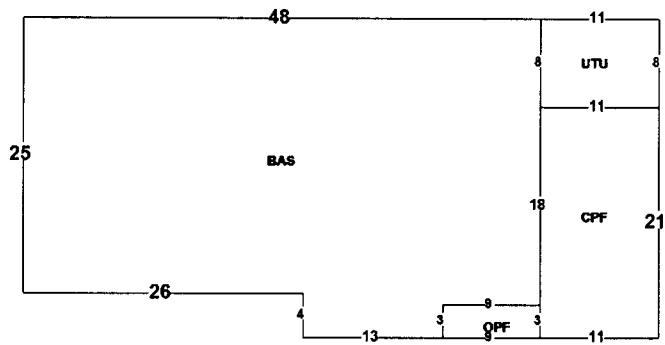
Address: 6351 BEAUCLAIR DR, Year Built: 1964, Effective Year: 1964, PA Building ID#: 59707

**Structural Elements**

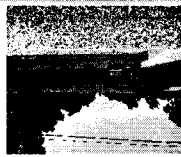
DECOR/MILLWORK-AVERAGE  
DWELLING UNITS-1  
EXTERIOR WALL-BRICK-FACE/VENEER  
FLOOR COVER-HARDWOOD/PARQET  
FOUNDATION-SLAB ON GRADE  
HEAT/AIR-CENTRAL H/AC  
INTERIOR WALL-DRYWALL-PLASTER  
NO. PLUMBING FIXTURES-6  
NO. STORIES-1  
ROOF COVER-COMPOSITION SHG  
ROOF FRAMING-GABLE  
STORY HEIGHT-0  
STRUCTURAL FRAME-WOOD FRAME

**Areas - 1607 Total SF**

BASE AREA - 1261  
CARPORT FIN - 231  
OPEN PORCH FIN - 27  
UTILITY UNF - 88



**Images**



8/8/2011 12:00:00 AM

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 **BLACK CUB LLC** holder of **Tax Certificate No. 01538**, issued the **1st day of June, A.D., 2020** has filed same in my office and has made application for a tax deed to be issued thereon. Said certificate embraces the following described property in the County of Escambia, State of Florida, to wit:

**LT 4 BLK E 1ST ADDN TO COLLEGE COURT PB 6 P 20 OR 4784 P 1752**

**SECTION 31, TOWNSHIP 1 S, RANGE 30 W**

**TAX ACCOUNT NUMBER 033100000 (1022-28)**

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

**KEITH A SCOTT and RUFINA B SCOTT**

Unless said certificate shall be redeemed according to law, the property described therein will be sold to the highest bidder at public auction at 9:00 A.M. on the **first Monday** in the month of **October**, which is the **3rd day of October 2022**.

Dated this 10th day of May 2022.

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

## 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 8781, Page 207, of Escambia County, for the tax certificate, tax deed, and property described below:

Tax Certificate No. Certificate No. 01538, issued the 1st day of June, A.D., 2020

TAX ACCOUNT NUMBER: 033100000 (1022-28)

DESCRIPTION OF PROPERTY:

LT 4 BLK E 1ST ADDN TO COLLEGE COURT PB 6 P 20 OR 4784 P 1752

SECTION 31, TOWNSHIP 1 S, RANGE 30 W

NAME IN WHICH ASSESSED: KEITH A SCOTT and RUFINA B SCOTT

Dated this 1st day of June 2022.



PAM CHILDERS  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY, FLORIDA

By:  
Emily Hogg  
Deputy Clerk



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

THE ATTACHED REPORT IS ISSUED TO:

SCOTT LUNSFORD, ESCAMBIA COUNTY TAX COLLECTOR

TAX ACCOUNT #: 03-3100-000 CERTIFICATE #: 2020-1538

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: June 27, 2002 to and including June 27, 2022 Abstractor: Stacie Wright

BY

Michael A. Campbell,  
As President  
Dated: July 5, 2022



**PROPERTY INFORMATION REPORT**  
**CONTINUATION PAGE**

July 5, 2022

Tax Account #: **03-3100-000**

1. The Grantee(s) of the last deed(s) of record is/are: **KEITH A SCOTT AND RUFINA B SCOTT**  
**By Virtue of Warranty Deed recorded 10/11/2001 in OR 4784/1752**
  
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 Horace A. Friedman and Delores R. Friedman recorded 10/11/2001 OR 4784/1754**
  - b. **Lien in favor of Emerald Coast Utilities Authority recorded 12/11/2017 OR 7820/1846**
  - c. **Certificate of Delinquency in favor of Escambia County recorded 12/3/2015 OR 7444/24**
  
4. Taxes:  
  
**Taxes for the year(s) NONE are delinquent.**  
**Tax Account #: 03-3100-000**  
**Assessed Value: \$80,399.00**  
**Exemptions: HOMESTEAD**
  
5. We find the following HOA names in our search (if a condominium, the condo docs book and page are included for your review): **NONE**

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

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

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

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

**CERTIFICATION: TITLE SEARCH FOR TDA**

**TAX DEED SALE DATE:** \_\_\_\_\_ **OCT 3, 2022**  
**TAX ACCOUNT #:** \_\_\_\_\_ **03-3100-000**  
**CERTIFICATE #:** \_\_\_\_\_ **2020-1538**

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 checked="" type="checkbox"/>	<input type="checkbox"/>	Homestead for <u>2021</u> tax year.

**KEITH A SCOTT**  
**RUFINA B SCOTT**  
**6351 BEAUCLAIR DR**  
**PENSACOLA, FL 32504**

**HORACE A FRIEDMAN**  
**DELORES R FRIEDMAN**  
**149 CUMBERLAND VIEW DR**  
**OAK RIDGE, TN 37830**

**EMERALD COAST UTILITIES AUTHORITY**  
**9255 STURDEVANT ST**  
**PENSACOLA, FL 32514-0311**

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

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

Certified and delivered to Escambia County Tax Collector, this 5<sup>th</sup> day of July, 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**

**July 5, 2022**

**Tax Account #:03-3100-000**

**LEGAL DESCRIPTION  
EXHIBIT "A"**

**LT 4 BLK E 1<sup>ST</sup> ADDN TO COLLEGE COURT PB 6 P 20 OR 4784 P 1752**

**SECTION 31, TOWNSHIP 1 S, RANGE 30 W**

**TAX ACCOUNT NUMBER 03-3100-000(1022-28)**

Prepared By And Return To:

FIVE FLAGS TITLE, LTD. ✓  
1101 N. PALAFOX STREET,  
PENSACOLA, FL. 32501  
File #01PI-09010/Janice S. Sugar

OR BK 4784 PG 1752  
Escambia County, Florida  
INSTRUMENT 2001-892516

DEED DOC STAMPS PD @ ESC CO \$ 598.50  
10/11/01 ERNIE LEE WEBER, CLERK  
By: *[Signature]*

Property Appraisers Parcel I.D. Number(s):  
31-1S-30-2600-004-005  
Grantee(s) S.S.#(s):

10/20  
52800

WARRANTY DEED

THIS WARRANTY DEED made and executed the 2<sup>nd</sup> day of October, 2001, by HORACE A. FRIEDMAN and DELORES R. FRIEDMAN, husband and wife, and NATHAN E. FRIEDMAN, a married man, hereinafter called the Grantor, to KEITH ALLEN SCOTT and RUFINA B SCOTT, husband and wife, whose post office address is 6351 Beauclair Drive, Pensacola, FL 32504, hereinafter called the Grantee:

(Wherever used herein the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH: That the Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee all that certain land situate, lying and being in ESCAMBIA County, State of Florida, viz:

LOT 4, BLOCK E, FIRST ADDITION TO COLLEGE COURT, A SUBDIVISION OF A PORTION OF SECTION 31, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 6 AT PAGE 20 OF THE PUBLIC RECORDS OF SAID COUNTY.

Grantors warrant that the above described property is not the constitutional homestead as defined by the laws of the State of Florida of any of the Grantors.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining. TO HAVE AND TO HOLD the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except easements, restrictions and reservations of record, if any, and taxes accruing subsequent to December 31, 2000.

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

Signed, sealed and delivered in the presence of:

*Chantel Shanteau*  
Print: Chantel Shanteau  
Witness to Horace A. Friedman and Delores R. Friedman

*Horace A. Friedman*  
HORACE A. FRIEDMAN  
Address: 149 Cumberland View Drive  
Oak Ridge, TN 37830

*Melissa D. Sprack*  
Print: Melissa D. Sprack  
Witness to Horace A. Friedman and Delores R. Friedman

*Delores R. Friedman*  
DELORES R. FRIEDMAN  
Address: 149 Cumberland View Drive  
Oak Ridge, TN 37830

*Chantel Shanteau*  
Print: Chantel Shanteau  
Witness to Nathan E. Friedman

*Nathan E. Friedman*  
NATHAN E. FRIEDMAN  
Address: 114 BALTIMORE RD  
OAK RIDGE TN 37830

*Melissa D. Sprack*  
Print: Melissa D. Sprack  
Witness to Nathan E. Friedman

STATE OF TENNESSEE  
COUNTY OF Anderson

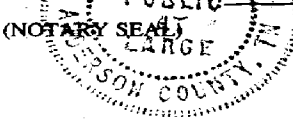
The foregoing instrument was acknowledged before me this 2<sup>nd</sup> day of October, 2001, by Horace A. Friedman and Delores R. Friedman, who are personally known to me or provided \_\_\_\_\_ as identification.



*Nellie H. Brown*  
Notary Public: Nellie H. BROWN  
State of Tennessee, My commission expires: 12/28/02

STATE OF TENNESSEE  
COUNTY OF Anderson

The foregoing instrument was acknowledged before me this 2<sup>nd</sup> day of October, 2001, by Horace A. Friedman and Delores R. Friedman, who are personally known to me or provided \_\_\_\_\_ as identification.



*Nellie H. Brown*  
Notary Public: Nellie H. BROWN  
State of Tennessee, My commission expires: 12/28/02

OR BK 4784 PG 1753  
Escambia County, Florida  
INSTRUMENT 2001-892516

**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 Ordinances Chapter 1-29.2, Article V requires 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 acknowledgment by the County of the veracity of any disclosure statement.

Name of Roadway: Beauclair Drive

Legal Address of Property: 6351 Beauclair Drive, Pensacola, FL 32504

The County ( ) has accepted ( X ) has not accepted the abutting roadway for maintenance.  
**BEAUCLAIR DRIVE IS MAINTAINED BY THE CITY OF PENSACOLA.**

This form completed by: Five Flags Title, Ltd.  
1101 North Palafox Street  
Pensacola, FL 32501

**AS TO SELLER(S):**

Chantel Shanteau  
Witness: Chantel Shanteau

Horace A. Friedman  
Horace A. Friedman, Seller

Chantel Shanteau  
Witness: Chantel Shanteau  
Melissa D. Supeck  
Melissa D. Supeck

Delores R. Friedman  
Delores R. Friedman, Seller

Chantel Shanteau  
Witness: Chantel Shanteau

Nathan E. Friedman  
Nathan E. Friedman, Seller

Melissa D. Supeck  
Witness: Melissa D. Supeck

**AS TO BUYER(S)**

Kathleen A. Jones  
Witness: KATHLEEN A. JONES

Keith Allen Scott  
Keith Allen Scott, Buyer

Janice S. Sugar  
Witness: JANICE S. SUGAR

Rufina B. Scott  
Rufina B. Scott, Buyer

RCD Oct 11, 2001 03:49 pm  
Escambia County, Florida

Ernie Leg. Magaha  
Clerk of the Circuit Court  
INSTRUMENT 2001-892516

05-17-11  
1711  
1711

This instrument prepared by:  
Janice S. Sugar  
Five Flags Title, Ltd.  
1101 N. Palafox Street  
Pensacola, FL 32501

OR BK 4784 PG1754  
Escambia County, Florida  
INSTRUMENT 2001-892517

MTG DOC STAMPS PD @ ESC CO \$ 299.25  
10/11/01 ERNIE LEE MORGAN, CLERK  
By: *[Signature]*  
INTANGIBLE TAX PD @ ESC CO \$ 171.00  
10/11/01 ERNIE LEE MORGAN, CLERK  
By: *[Signature]*

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

MORTGAGE

**THIS MORTGAGE** made the 3<sup>rd</sup> day of October, 2001, between KEITH ALLEN SCOTT and RUFINA B. SCOTT, husband and wife (hereinafter called "Mortgagor"), and HORACE A. FRIEDMAN and DELORES R. FRIEDMAN, (hereinafter called "Mortgagee"), whose address is 149 Cumberland View Drive, Oak Ridge, TN 37830.

**WHEREAS**, Mortgagor and Mortgagee have entered into a promissory note (hereinafter called "Note") bearing the same date as this Mortgage. Mortgagor is indebted to Mortgagee in the principal sum of EIGHTY-FIVE THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$85,500.00) advanced by Mortgagee to Mortgagor according to the terms and conditions of the Note to which reference is hereby made, which Note and Mortgage mature on or before October 3, 2031.

**NOW, THEREFORE**, in consideration of said indebtedness and for better securing the payment of the same, and the interest thereon, and all other sums provided for in the Note or herein, to Mortgagee, and the performance of the covenants and agreements hereinafter expressed, Mortgagor does hereby grant, convey, and mortgage unto Mortgagee the real property described as follows:

LOT 4, BLOCK E, FIRST ADDITION TO COLLEGE COURT, A SUBDIVISION OF A PORTION OF SECTION 31, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 6 AT PAGE 20 OF THE PUBLIC RECORDS OF SAID COUNTY.

**TOGETHER WITH** all the estate, right, title, interest, property, possession, claim, and demand whatsoever, as well at law as in equity, of Mortgagor, in and to the foregoing property or any or every part thereof (hereinafter called "Premises").

**TO HAVE AND TO HOLD** the Premises unto the Mortgagee, its successors and assigns forever.

ARTICLE I  
COVENANTS

Mortgagor hereby covenants and agrees with Mortgagee, as follows:

1.01 **Warranty of Title.** Mortgagor warrants that he is the lawful fee simple owner of the Premises, and has the right to convey the same. The Premises are free from all liens, encumbrances, easements, rights-of-way, restrictions, covenants, reservations, or other conditions.

Mortgagor will warrant and defend premises, with the above mentioned appurtenances, to the said Mortgagee, its successors and assigns, forever, against all lawful claim or claims and demands whatsoever, except those hereinabove set forth.

1.02. **Payment of Indebtedness.** Mortgagor shall pay to Mortgagee the principal of and interest upon the Note according to the terms of the Note secured hereby, reasonable charges fixed by Mortgagee to satisfy and discharge this Mortgage of record, and all other sums hereby secured; and shall keep and perform every other covenant and agreement of such Note and this Mortgage. A late payment of \$25.00 may be charged if the monthly payment is more than five (5) days late.

1.03. **Waste and Maintenance of Premises.** Mortgagor shall abstain from and not permit the commission of waste in or about the Premises; shall not remove or demolish, or alter the structural character of, the Premises without the prior written consent of Mortgagee; shall maintain the Premises, including but not limited to the house and pool, in good condition and repair. Mortgagee shall have the right, but not the duty, to enter upon the Premises at any reasonable hour to inspect the order, condition, and repair thereof, including the interior of the unit and improvements therein.

1.04. **Insurance Obligation.** Mortgagor will procure, deliver to, and maintain for the benefit of Mortgagee during the continuance of this Mortgage and until the same is fully satisfied and released, a policy or policies of insurance insuring the Premises against loss or damage by fire, lightning, windstorm, hail, vehicles, smoke, and such other hazards, casualties, and contingencies as Mortgagee may designate. All policies of insurance required hereunder shall be in such form, companies, and terms as Mortgagee may accept, and shall not be for less than the highest insurable value of the premises. Such policies shall contain a mortgagee clause acceptable to Mortgagee, with loss payable to Mortgagor and Mortgagee as their interests may appear. Mortgagor will promptly pay when due any premiums on any policy or policies of insurance required hereunder, and will deliver to Mortgagee renewals of such policy or policies at least ten (10) days prior to the expiration date(s) thereof; the said policies and renewals to be marked "paid" by the issuing

company or agent. Upon Mortgagor's failure to comply with the requirements of this paragraph, Mortgagee may, in its discretion, effect any insurance required hereunder and pay the premiums due therefor, and any amounts so paid by Mortgagee shall become immediately due and payable by Mortgagor with interest at the rate of ten percent (10%) per annum and shall be secured by this Mortgage.

In the event of any loss or damage, Mortgagor will give prompt notice thereof to Mortgagee. All proceeds of insurance in the event of such loss or damage shall be payable jointly to the Mortgagor, its successors and assigns, and the Mortgagee. All funds will be utilized by Mortgagor to the extent necessary to restore the premises to substantially the same condition as the Premises existed prior to the loss or damage, unless the Mortgagor shall elect not to do so. In the latter event, Mortgagee shall then apply the proceeds to the then existing indebtedness and the balance shall be paid to Mortgagor.

1.05. Payment of Taxes and Other Charges. Mortgagor will make with each periodic payment due under the Note secured by this Mortgage a payment sufficient to provide a fund from which the insurance, real estate taxes, betterment assessments and other municipal charges which can become a lien against the mortgaged premises can be paid by Mortgagee when due. This provision shall be effective only in the event that a fund for the same purpose is not required to be established by the holder of a senior mortgage.

1.06. Compliance with Laws. Mortgagor shall comply with any municipal ordinance or regulation affecting the Premises within thirty (30) days after notice thereof; provided, however, that if Mortgagor shall in good faith, and by proper legal action, contest any such ordinance or regulation, or the validity thereof, then Mortgagor shall not be required to comply therewith so long as such contest operates to prevent enforcement, and is maintained and prosecuted with diligence, and shall not have been terminated or discontinued adversely to Mortgagor.

## ARTICLE II DEFAULT AND BREACH

2.01. Event of Default. Any of the following shall constitute an event of default hereunder:

- (1) The failure of Mortgagor to pay any installment of principal or interest when the same is payable.
- (2) The failure of Mortgagor to pay any other sum required to be paid in the Note or in this Mortgage when the same is payable.
- (3) The failure of Mortgagor to perform any covenant or agreement in the Note or in this Mortgage.
- (4) Any assignment for the benefit of Mortgagor's creditors, or other proceedings intended to liquidate or rehabilitate Mortgagor's estate, or Mortgagor's becoming insolvent within the meaning of the federal Bankruptcy Act.
- (5) The occurrence of any event of default under the Note.

2.02. Remedies of Default. Upon the happening of any one or more of said Events of Default, the entire unpaid balance of the principal, the accrued interest, and all other sums secured by this Mortgage shall, at the option of Mortgagee, become immediately due and payable without notice or demand, and in any such Event of Default Mortgagee may forthwith:

- (1) Institute an action of mortgage foreclosure, or take such other action, as the law may allow, at law or in equity, for the enforcement thereof and realization on the mortgage security or any other security which is herein or elsewhere provided for, and proceed thereon to final judgment and execution thereon for the entire unpaid balance of said principal sum, with interest at the rate stipulated in the Note, together with all other sums secured by this Mortgage, all costs of suit, reasonable attorney's fees, interest at twelve percent (12%) per annum on any judgment obtained by Mortgagee until actual payment is made of the full amount due Mortgagee; or
- (2) Enter into possession of the Premises, with or without legal action, and by force if necessary: lease the same; collect all rents and profits therefrom and, after deducting all costs of collection and administration expense, apply the net rents and profits to the payment of taxes, water and sewer rents, charges and claims, insurance premiums, and all other carrying charges (including but not limited to agents' compensation and fees and costs of counsel and receivers) and to the maintenance, repair, or restoration of the Premises, or on account and in reduction of the principal or interest, or principal and interest, hereby secured, in such order and amounts as Mortgagee in Mortgagee's sole discretion may elect; and have a receiver appointed to enter into possession of the Premises, collect the rents and profits therefrom, and apply the same as the court may direct. Mortgagee shall be liable to account only for rents and profits actually received by Mortgagee. For such purposes Mortgagor hereby authorizes any attorney of any court of record to appear for Mortgagor to sign an agreement for entering an amicable action of ejectment for possession of the Premises, and to confess judgment therein against

Mortgagor in favor of Mortgagee, whereupon a writ may forthwith issue for the immediate possession of the Premises, without any prior writ or proceeding whatsoever; and for so doing, this Mortgage or a copy hereof verified by affidavit shall be a sufficient warrant.

2.03. Remedy for Breach. If Mortgagor fails to pay any tax, claim, lien, or encumbrance which shall be or become prior in lien to this Mortgage, or to pay any insurance premium as aforesaid, or to keep the Premises in repair, as aforesaid, or commits or permits waste, then Mortgagee, at its option, may pay said claim, lien, encumbrance, tax, assessment, or premium, with right of subrogation thereunder, may make such repairs and take such steps as it deems advisable to prevent or cure such waste, and may appear in any action or proceeding with respect to any of the foregoing and retain counsel therein, and take such action therein as Mortgagee deems advisable, and for any of said purposes Mortgagee may advance such sums of money as it deems necessary. Mortgagor will pay to Mortgagee, immediately and without demand, all sums of money advanced by Mortgagee pursuant to this paragraph, together with interest on each such advance at the rate of ten percent (10%) per annum, and all such sums and interest thereon shall be secured hereby.

2.04. Assignment of Leases and Rents. As further security for payment of the indebtedness and performance of the obligations, covenants, and agreements secured hereby, Mortgagor hereby assigns to Mortgagee all leases already in existence and to be created in the future, together with all rents to become due under existing or future leases. This assignment, however, shall be operative only in the event of the occurrence of a default hereunder, or under the Note or other instrument collateral hereto, remaining uncured at the expiration of the grace period, if any, provided above in respect to such default; and in any such case Mortgagor hereby confers on Mortgagee the exclusive power, to be used or not in its sole discretion, to act as agent, or to appoint a third person to act as agent for Mortgagor, with power to take possession of, and collect all rents arising from, the Premises and apply such rents, at the option of Mortgagee, to the payment of the mortgage debt, taxes, costs of maintenance, repairs, expenses incident to managing, and other expenses, in such order of priority as Mortgagee may in its sole discretion determine, and to turn any balance remaining over to Mortgagor; but such collection of rents shall not operate as an affirmation of the tenant or lease in the event Mortgagor's title to the Premises should be acquired by Mortgagee. Mortgagee shall be liable to account only for rents and profits actually received by Mortgagee. In exercising any of the powers contained in this paragraph Mortgagee may also take possession of, and for these purposes use, any and all personal property contained in the Premises and used by Mortgagor in the rental or leasing thereof or any part thereof.

### ARTICLE III SATISFACTION AND RELEASE

3.01. Satisfaction of Mortgage. If Mortgagor complies with the provisions of this Mortgage and pays to Mortgagee said principal sum, and all other sums payable by Mortgagor to Mortgagee as are hereby secured, in accordance with the provisions of the Note and in the manner and at the time therein set forth, without deduction, fraud, or delay, then and from thenceforth this Mortgage, and the estate hereby granted, shall cease and become void, anything hereinbefore contained to the contrary notwithstanding.

3.02. Transfer of Title by Mortgagor. This Mortgage is not assumable without the prior written consent of the Mortgagee. Any transfer by sale, gift, devise, operation of law, or otherwise of the fee title interest in all or any portion of the Mortgaged Premises shall have the same consequences as an event of default respecting the indebtedness secured hereby, and upon such transfer, Mortgagee, without prior notice or the elapse of any period of grace or the right to cure, shall have the right to declare all sums secured hereby immediately due and payable, and, upon failure by Mortgagor to make such payment within thirty (30) days of written demand therefor, Mortgagee shall have the right to exercise all remedies provided in the Note, this Mortgage, or otherwise at law.

### ARTICLE IV MISCELLANEOUS

4.01. Notice. A notice which is mailed by regular mail to Mortgagor or to the person or persons who are then the owner or owners of the Premises at the Premises, or at such other address as Mortgagor shall designate to Mortgagee in writing, shall be sufficient notice when required under this Mortgage.

4.02. Cumulative Rights and Remedies. The rights and remedies of Mortgagee as provided herein, or in said Note, and the warrant therein contained, shall be cumulative and concurrent, and may be pursued singly, successively, or together at the sole discretion of Mortgagee, and may be exercised as often as occasion therefor shall occur; and the failure to exercise any such right or remedy shall in no event be construed as a waiver or release of the same.

4.03. State Law to Apply. This Mortgage shall be construed under and in accordance with the laws of the State of Florida, and all obligations of the parties created hereunder are performable in Escambia County, Florida.

4.04. Parties Bound. This Mortgage shall be binding upon an inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Mortgage.

4.05. Severability. In case any one or more of the provisions contained in this Mortgage shall for



any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Mortgage shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

4.06. Time of Essence. Time is of the essence of this Mortgage.

4.07. Captions. The captions herein are inserted only for convenience of reference and in no way define, limit, or describe the scope or intent of this Mortgage or any particular paragraph or section hereof, nor the proper construction hereof.

4.08. Mortgagee's Right to Assign this Mortgage. Mortgagee has the right to assign or sell this Mortgage to another party. All terms and conditions of this Mortgage will apply to the Mortgagee and new Mortgagee.

IN WITNESS WHEREOF, Mortgagor has executed this Mortgage Deed this 3rd day of October, 2001.

Signed and acknowledged in the presence of:

WITNESSES:

Kathleen K. Jones  
Printed Name: KATHLEEN K. JONES

MORTGAGOR:

Keith Allen Scott  
KEITH ALLEN SCOTT  
6351 Beauclair Drive  
Pensacola, FL 32504

Janice S. Sugar  
Printed Name: JANICE S. SUGAR

Rufina B. Scott  
RUFINA B. SCOTT  
6351 Beauclair Drive  
Pensacola, FL 32504

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 3rd day of October, 2001, by Keith Allen Scott and Rufina B. Scott, who ( ) are personally known to me or who ( X ) produced a FL driver's license & FL I.D. card as identification.

(NOTARY SEAL)



Janice S. Sugar  
Notary Public  
Printed Name: JANICE S. SUGAR  
State of Florida  
My Commission Expires: 8/13/04

RCD Oct 11, 2001 03:49 pm  
Escambia County, Florida

Ernie Lee Magaha  
Clerk of the Circuit Court  
INSTRUMENT 2001-892517

This Instrument Was Prepared  
By And Is To Be Returned To:  
PROCESSING,  
Emerald Coast Utilities Authority  
9255 Sturdevant Street  
Pensacola, Florida 32514-0311



### NOTICE OF LIEN

#### STATE OF FLORIDA COUNTY OF ESCAMBIA

Notice is hereby given that the EMERALD COAST UTILITES AUTHORITY has a lien against the following described real property situated in Escambia County, Florida, for water, wastewater and/or sanitation service provided to the following customer:

LT 4 BLK E 1ST ADDN TO COLLEGE COURT PB 6 P 20 OR 4784 P 1752

Customer: KEITH A SCOTT & RUFINA B SCOTT

Account Number: 210696-63246

Amount of Lien: \$470.77, together with additional unpaid utility service charges, if any, which may accrue subsequent to the date of this notice and simple interest on unpaid charges at 18 percent per annum, or at such lesser rate as may be allowed by law.

This lien is imposed in accordance with Section 159.17, Florida Statutes, Chapter 92-248, Laws of Florida, as amended and Emerald Coast Utilities Authority Resolution 87-10, as amended, and this lien shall be prior to all other liens on such lands or premises except the lien of state, county, and municipal taxes and shall be on a parity with the lien of such state, county, and municipal taxes.

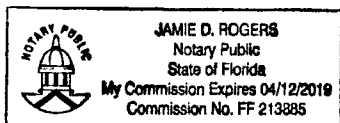
Provided however, that if the above-named customer has conveyed said property by means of deed recorded in the public records of Escambia County, Florida, prior to the recording of this instrument, or if the interest of the above-named customer is foreclosed by a proceeding in which notice of lis pendens has been filed prior to the recording of this instrument, this lien shall be void and of no effect.

Dated: 12/06/17

EMERALD COAST UTILITIES AUTHORITY  
BY: B. Carol Merritt

#### STATE OF FLORIDA COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of  
DECEMBER, 2017, by B. CAROL MERRITT of the Emerald  
Coast Utilities Authority, who is personally known to me and who did not take an oath.



Jamie D. Rogers  
Notary Public - State of Florida

RWK:ls  
Revised 05/31/11