

# APPLICATION FOR TAX DEED

Section 197.502, Florida Statutes

512  
R. 12/16

Application Number: 2200552

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
08-2656-000	2020/4344	06-01-2020	LT 4 BLK D 1ST ADDN NAVY POINT PB 2 P 55 OR 7256 P 1032 CA 220

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

07-14-2022  
Application Date

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

<b>Part 5: Clerk of Court Certified Amounts (Lines 8-14)</b>	
8. Processing tax deed fee	
9. Certified or registered mail charge	
10. Clerk of Court advertising, notice for newspaper, and electronic auction fees	
11. Recording fee for certificate of notice	
12. Sheriff's fees	
13. Interest (see Clerk of Court Instructions, page 2)	
14. <b>Total Paid (Lines 8-13)</b>	
15. Plus one-half of the assessed value of homestead property, if applicable under s. 197.502(6)(c), F.S.	
16. Statutory opening bid (total of Lines 7, 14, 15, and 16 if applicable)	
Sign here: _____ Date of sale <u>04/03/2023</u> Signature, Clerk of Court or Designee	

**INSTRUCTIONS** + 12.50

**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

0423-18

## 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 14, 2022
Property description	FARIAS GINGER 4029 ASHLAND AVE PENSACOLA, FL 32534 5 ELLIS DR 08-2656-000 LT 4 BLK D 1ST ADDN NAVY POINT PB 2 P 55 OR 7256 P 1032 CA 220	Certificate #	2020 / 4344
		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)
# 2020/4344	06/01/2020	980.44	49.02	1,029.46
# 2021/3392	06/01/2021	1,022.42	51.12	1,073.54
→Part 2: Total*				2,103.00

## 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)
# 2022/3630	06/01/2022	1,061.37	6.25	53.07	1,120.69
Part 3: Total*					1,120.69

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

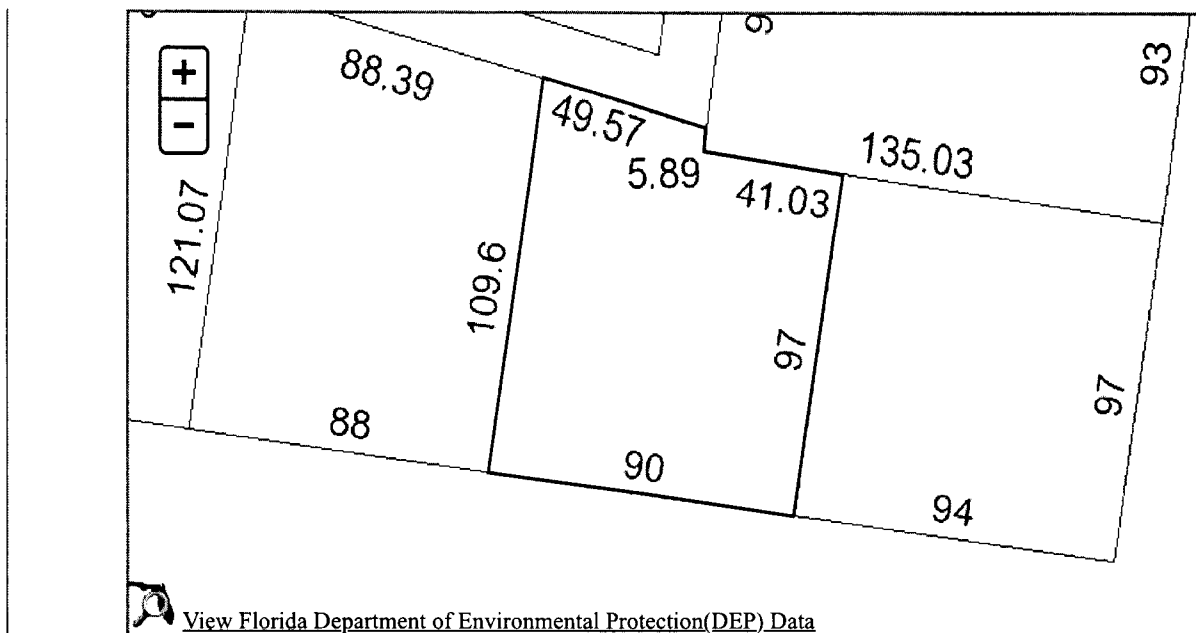
1. Cost of all certificates in applicant's possession and other certificates redeemed by applicant (*Total of Parts 2 + 3 above)	3,223.69
2. Delinquent taxes paid by the applicant	0.00
3. Current taxes paid by the applicant	0.00
4. Property information report fee	200.00
5. Tax deed application fee	175.00
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)	3,598.69

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:   
Signature, Tax Collector or Designee

Escambia, Florida  
Date July 27th, 2022

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



#### Buildings

Address: 5 ELLIS DR, Year Built: 1946, Effective Year: 1946, PA Building ID#: 88971

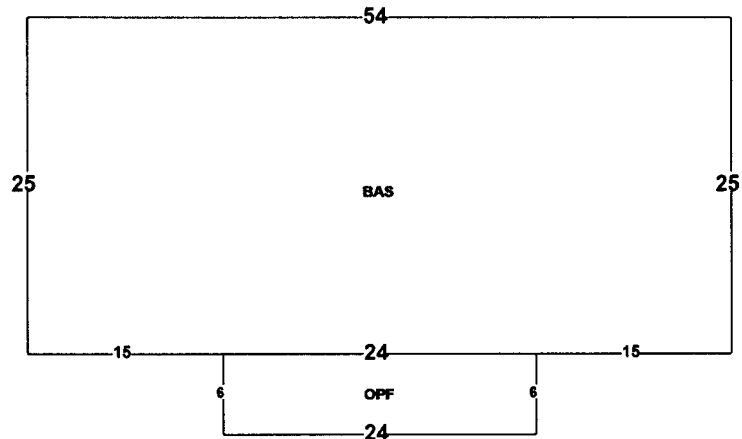
##### Structural Elements

DECOR/MILLWORK-BELOW AVERAGE  
 DWELLING UNITS-2  
 EXTERIOR WALL-BRICK-COMMON  
 FLOOR COVER-ASPHALT TILE  
 FOUNDATION-SLAB ON GRADE  
 HEAT/AIR-WALL/FLOOR FURN  
 INTERIOR WALL-PLASTER DIRECT  
 NO. PLUMBING FIXTURES-6  
 NO. STORIES-1  
 ROOF COVER-COMPOSITION SHG  
 ROOF FRAMING-GABLE  
 STORY HEIGHT-0  
 STRUCTURAL FRAME-WOOD FRAME

Areas - 1494 Total SF

BASE AREA - 1350

OPEN PORCH FIN - 144



#### Images



10/13/2016 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.

Last Updated: 08/02/2022 (tc 5332)



# Chris Jones

## Escambia County Property Appraiser

Real Estate Search

Tangible Property Search

Sale List

◀ Nav. Mode ☒ Account ☐ Parcel ID ▶

Printer Friendly Version

General Information		Assessments				
<b>Parcel ID:</b>	502S307000004004	<b>Year</b>	<b>Land</b>	<b>Imprv</b>	<b>Total</b>	<b>Cap Val</b>
<b>Account:</b>	082656000	2021	\$15,000	\$34,780	\$49,780	\$49,780
<b>Owners:</b>	FARIAS GINGER	2020	\$15,000	\$33,006	\$48,006	\$48,006
<b>Mail:</b>	4029 ASHLAND AVE PENSACOLA, FL 32534	2019	\$15,000	\$29,811	\$44,811	\$44,811
<b>Situs:</b>	5 ELLIS DR 32507	Disclaimer				
<b>Use Code:</b>	MULTI-FAMILY <=9 🔑	Market Value Breakdown Letter				
<b>Units:</b>	2	Tax Estimator				
<b>Taxing Authority:</b>	COUNTY MSTU	File for New Homestead Exemption Online				
<b>Tax Inquiry:</b>	<a href="#">Open Tax Inquiry Window</a>					
Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector						

Sales Data						2021 Certified Roll Exemptions	
Sale Date	Book	Page	Value	Type	Official Records (New Window)	None	
11/04/2014	7256	1032	\$30,000	WD		Legal Description LT 4 BLK D 1ST ADDN NAVY POINT PB 2 P 55 OR 7256 P 1032 CA 220	
10/01/2010	6647	242	\$28,000	WD			
08/30/2010	6631	717	\$22,000	WD			
08/27/2010	6629	1265	\$9,100	CT			
03/2006	5864	1672	\$84,500	WD			
06/2005	5666	1842	\$40,000	WD			
12/2003	5304	119	\$34,000	WD			
09/2003	5256	347	\$39,700	WD		Extra Features None	
Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller							

Parcel Information	Launch Interactive Map
<b>Section</b> <b>Map Id:</b> CA220	
<b>Approx. Acreage:</b> 0.2144	
<b>Zoned:</b> 🔑 MDR	
<b>Evacuation &amp; Flood Information</b> <a href="#">Open Report</a>	

## NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That **TLGFY LLC CAPTIAL ONE NA, AS COLLATER** holder of **Tax Certificate No. 04344**, 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 D 1ST ADDN NAVY POINT PB 2 P 55 OR 7256 P 1032 CA 220**

**SECTION 50, TOWNSHIP 2 S, RANGE 30 W**

**TAX ACCOUNT NUMBER 082656000 (0423-18)**

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

**GINGER FARIAS**

Unless said certificate shall be redeemed according to law, the property described therein will be sold to the highest bidder at public auction at 9:00 A.M. on the **first** Monday in the month of April, which is the **3rd day of April 2023**.

Dated this 24th day of August 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



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

**Tax Deed - Redemption Calculator**

**Account: 082656000 Certificate Number: 004344 of 2020**

Redemption

Yes ☐

Application Date

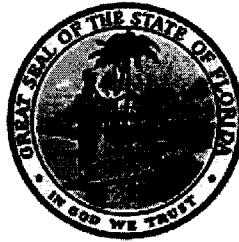
7/14/2022

Interest Rate

18%

	Final Redemption Payment ESTIMATED	Redemption Overpayment ACTUAL
	Auction Date 4/3/2023	Redemption Date 9/16/2022
Months	9	2
Tax Collector	\$3,598.69	\$3,598.69
Tax Collector Interest	\$485.82	\$107.96
Tax Collector Fee	\$12.50	\$12.50
Total Tax Collector	\$4,097.01	\$3,719.15
Record TDA Notice	\$17.00	\$17.00
Clerk Fee	\$119.00	\$119.00
Sheriff Fee	\$120.00	\$120.00
Legal Advertisement	\$200.00	\$200.00
App. Fee Interest	\$61.56	\$13.68
Total Clerk	\$517.56	\$469.68
Release TDA Notice (Recording)	\$10.00	\$10.00
Release TDA Notice (Prep Fee)	\$7.00	\$7.00
Postage	\$60.00	\$0.00
Researcher Copies	\$0.00	\$0.00
Total Redemption Amount	\$4,691.57	\$4,205.83
	Repayment Overpayment Refund Amount	\$485.74

**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 # 2020 TD 004344**

**Redeemed Date 9/16/2022**

**Name GINGER T FARIAS 4029 ASHLAND AVE PENSACOLA, FL 32534**

Clerk's Total = TAXDEED	\$517.56	<del>\$3,868.83</del>
Due Tax Collector = TAXDEED	\$4,097.01	
Postage = TD2	\$60.00	
ResearcherCopies = TD6	\$0.00	
Release TDA Notice (Recording) = RECORD2	\$10.00	
Release TDA Notice (Prep Fee) = TD4	\$7.00	

• For Office Use Only

Date	Docket	Desc	Amount Owed	Amount Due	Payee Name
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No Information Available - See Dockets



**PAM CHILDERS**  
CLERK OF THE CIRCUIT COURT  
ARCHIVES AND RECORDS  
CHILDSUPPORT  
CIRCUIT CIVIL  
CIRCUIT CRIMINAL  
COUNTY CIVIL  
COUNTY CRIMINAL  
DOMESTIC RELATIONS  
FAMILY LAW  
JURY ASSEMBLY  
JUVENILE  
MENTAL HEALTH  
MIS  
OPERATIONAL SERVICES  
PROBATE  
TRAFFIC



**COUNTY OF ESCAMBIA  
OFFICE OF THE  
CLERK OF THE CIRCUIT COURT**

**BRANCH OFFICES  
ARCHIVES AND RECORDS  
JUVENILE DIVISION  
CENTURY**

CLERK TO THE BOARD OF  
COUNTY COMMISSIONERS  
OFFICIAL RECORDS  
COUNTY TREASURY  
AUDITOR

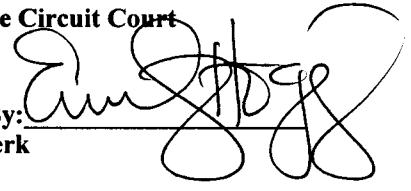
**PAM CHILDERS, CLERK OF THE CIRCUIT COURT**  
**Tax Certificate Redeemed From Sale**  
**Account: 082656000 Certificate Number: 004344 of 2020**

**Payor: GINGER T FARIAS 4029 ASHLAND AVE PENSACOLA, FL 32534      Date 9/16/2022**

Clerk's Check #	455136310	Clerk's Total	<del>\$517.66</del> <b>\$3,868.83</b>
Tax Collector Check #	1	Tax Collector's Total	<del>\$4,097.01</del>
		Postage	<del>\$60.00</del>
		Researcher Copies	\$0.00
		Recording	\$10.00
		Prep Fee	\$7.00
		Total Received	<del>\$4,691.57</del>

**\$3,885.83**

**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 8848, Page 1555, of Escambia County, for the tax certificate, tax deed, and property described below:

Tax Certificate No. Certificate No. 04344, issued the 1st day of June, A.D., 2020

TAX ACCOUNT NUMBER: **082656000 (0423-18)**

DESCRIPTION OF PROPERTY:

**LT 4 BLK D 1ST ADDN NAVY POINT PB 2 P 55 OR 7256 P 1032 CA 220**

**SECTION 50, TOWNSHIP 2 S, RANGE 30 W**

NAME IN WHICH ASSESSED: GINGER FARIAS

Dated this 16th day of September 2022.



PAM CHILDERS  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY, FLORIDA

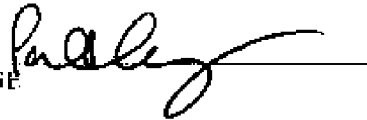
By:  
Emily Hogg  
Deputy Clerk

attorney the \$100.00 deposited by Plaintiff into the registry of the Court. Garnishee is hereby allowed to deduct an additional \$5.00 from the first deduction and \$2.00 from each subsequent deduction as reimbursement for administrative costs incurred in this proceeding and may continue to deduct \$2.00 from all future deductions until the judgment is paid or until further order of this court.

6. Plaintiff's garnishment costs in the amount of \$118.00 which includes Garnishee's costs offset above, are taxed in favor of Plaintiff and against Defendant the total sum to be paid to Plaintiff being \$6017.06 plus post-judgment interest of 11.000% per year from 07/30/08.
7. This Court reserves jurisdiction to enter all further orders as necessary to enforce the terms herein.

ORDERED at Escambia, County, Florida on this 25<sup>th</sup> day of February, 2009.

JUDGE



Cc: Attorney for Plaintiff  
P.O. Box 9065  
Brandon, FL 33509

Ginger Farias  
1507 Galvin Ave  
Pensacola, FL 32526

Northwest Florida Machine, Inc.  
4040 Ashland Avenue  
Pensacola FL 32535-1022

IN THE COUNTY COURT IN AND FOR ESCAMBIA COUNTY COURT  
STATE OF FLORIDA, CIVIL DIVISION  
JUDGE: ERNIE LEE MAGAHA  
CLERK: ERNIE LEE MAGAHA  
ASSET ACCEPTANCE LLC, Plaintiff,  
vs. 2009 FEB 26 A 9 Case No. 08SC3207  
GINGER FARIAS Defendant,  
and COUNTY CIVIL DIVISION  
NORTHWEST FLORIDA MACHINE, INC., FILED & RECORDED  
Garnishee.

FINAL JUDGMENT IN GARNISHMENT AND ORDER DIRECTING GARNISHEE  
TO DISBURSE FUNDS AND DIRECTING THE REGISTRY OF THE COURT TO  
DISBURSE GARNISHMENT DEPOSIT

This action was heard on Plaintiff's motion for Final Judgment in Garnishments and Order Directing Garnishee to Disburse Funds, and the Garnishee having filed an Answer admitting the Defendant was an employee of the Garnishee on 12-01-08, the date of service of the Continuing Writ of Garnishment, and is indebted to the Defendant for salary or wages, and Defendant having failed to respond to, nor assert any defenses to Plaintiff's Notice of Garnishment served on Defendant.

IT IS ADJUDGED:

1. Plaintiff, ASSET ACCEPTANCE LLC, shall recover from Garnishee, NORTHWEST FLORIDA MACHINE, INC. at 4040 ASHLAND AVENUE, PENSACOLA FL 32535-1022, the 25% of the Defendants disposable earnings that it has withheld from Defendant's wages since 12-01-08. Garnishee shall continue to withhold from Defendant each pay period and to pay Plaintiff on pay period basis 25% of the Defendant's disposable earnings (the part of earnings remaining after the deduction of any amounts required by law to be deducted for any pay period or to no more than the amount by which the individual's disposable earnings for the pay period exceeds 30 times the federal minimum hourly wage, whichever is less) as Garnishee becomes indebted to Defendant by reason of salary or wages until the Judgment is paid in full or further order of this court.
2. The total amount of the final judgment outstanding as set out in the Plaintiff's Motion is \$ 5899.06 less payments received of 0.00, plus interest of 11.000% per year from 07-30-08.
3. The court hereby directs Garnishee to disburse any and all funds withheld from Defendant's earnings since 12-01-08, 10 days from the date of this order and to continue to withhold and disburse 25% of the Defendant's disposable earnings (the part of earnings remaining after the deduction of any amounts required by law to be deducted) for any pay period or to no more than the amount by which the individual's disposable earnings for the pay period exceeds 30 times the federal minimum hourly wage, whichever is less, on a pay period basis until the Judgment amount plus Plaintiff's garnishment costs are paid in full or further order of this court.
4. All payments shall be made payable to ASSET ACCEPTANCE LLC, and mailed to P.O. Box 2036, WARREN, MI 48090.
5. The court finding that the Garnishee did not engage counsel to answer the Continuing Writ of Garnishment, the Clerk of this Court is hereby directed to disburse to Plaintiff's

CASE: 2008 SC 003207  
00074608159  
DATE: 021036 Pgt: 2

IN THE COUNTY COURT AND FOR ESCAMBIA COUNTY  
STATE OF FLORIDA, CIVIL DIVISION

ASSET ACCEPTANCE LLC

Plaintiff,

vs.

Case No: 08SC3207

GINGER FARIAS

Defendant(s).

DEFAULT FINAL JUDGMENT

This action was heard after entry of default against the  
defendant and

IT IS ADJUDGED that plaintiff, ASSET ACCEPTANCE LLC, P.O. Box 2036,  
Warren, MI 48090 recover from defendant, GINGER FARIAS,  
1507 GALVIN AVE PENSACOLA FL 32526  
in the sum of \$4590.98 on principal, \$1028.08 as prejudgment  
interest, with costs of \$280.00 for a total sum \$5899.06  
for all of which let execution issue and which sum shall bear interest  
at the rate of 11% per year.

ORDER AND ADJUDGED that defendant shall complete Florida Small  
Claims Rules 7.343 (Fact Information Sheet) and return it to the  
Plaintiff's attorney within forty five (45) days from the date of this  
Final Judgment, unless the Final Judgment is satisfied or a motion for  
new trial or notice of appeal is filed.

Jurisdiction in this case is retained to enter further orders that  
are proper to compel the defendant to complete form 7.343 and return it  
to the plaintiff's attorney.

DONE AND ORDERED at ESCAMBIA COUNTY COURT this 30 day  
of July, 2008.

  
COUNTY COURT JUDGE

cc: ASSET ACCEPTANCE LLC c/o Rodolfo J. Miro,  
P.O. Box 9065;  
Brandon, FL 33509, Bar-0103799

GINGER FARIAS, 1507 GALVIN AVE , PENSACOLA, FL  
32526

35399150  
\*6562

ERNE LEE MAGAHA  
CLERK OF CIRCUIT COURT  
ESCAMBIA COUNTY, FL  
2008 JUL 31 A 10 16  
COUNTY CIVIL DIVISION  
FILED & RECORDED

Case: 2008 SC 003207

00086918584

Dkt: CC1033 Pg#:

**EXHIBIT "A"**

**Lot 4, Block D, First Addition to Navy Point, being a portion of Section 50, Township 2 South, Range 30 West,  
Escambia County, Florida, according to plat recorded in Plat Book 2, Page 55, of the Public Records of said County.**

5 Ellis Dr.

Pensacola, FL 32507

This instrument was prepared by:  
William E. Farrington, II  
Wilson, Harrell, Farrington, Ford,  
Wilson, Spain & Parsons, P.A.  
307 S. Palafox Street  
Pensacola, FL 32502

### ASSIGNMENT OF MORTGAGE

For value received, the undersigned holder of a Mortgage (herein "Assignor"), whose address is Post Office Box 7499, Pensacola, FL 32534, does hereby grant, sell, assign, transfer and convey unto GINGER FARIAS, whose address is 4029 Ashland Avenue, Pensacola, FL 32534, dated the 4<sup>th</sup> day of November, 2014, made and executed by JEFF STRUCK, to and in favor of THAO BREWER upon the following described property situated in Escambia County, State of Florida:

#### LEGAL DESCRIPTION AS DESCRIBED IN THE MORTGAGE REFERENCED BELOW

such Mortgage having been given to secure the payment of a Promissory Note in the principal amount of Twenty Nine Thousand One Hundred Twenty and 00/100 Dollars (\$29,120.00), said Mortgage is of record in Official Records Book 6647, Page 244, of the Public Records of Escambia County, Florida, and as modified by that certain which Note and Mortgage Modification Agreement dated December 18, 2012, in the principal amount of Twenty Nine Thousand One Hundred and 00/100 Dollars (\$29,100.00), which is of record in Official Records Book 6953, at Page 1055, of the Public Records of Escambia County, State of Florida, together with the Notes and obligations therein described, the money due and to become due thereon with interest, and all rights accrued or to accrue under such Mortgage.

TO HAVE AND TO HOLD, the same unto Assignee, its successors and assigns, forever, subject only to the terms and conditions of the above-described Mortgage.

IN WITNESS WHEREOF, the undersigned Assignor has executed this Assignment of Mortgage on this 4<sup>th</sup> day of November, 2014.

Signed, Sealed and Delivered  
In the presence of:

Sign: [Signature]  
Print: William E. Farrington II  
Witness

Sign: [Signature]  
THAO BREWER

Sign: [Signature]  
Print: Angela E. Bonds  
Witness

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of November, 2014, by THAO BREWER, who is personally known to me or who has produced [Signature] as identification and who did not take an oath.



WILLIAM E. FARRINGTON II  
MY COMMISSION # FF 143296  
EXPIRES: November 1, 2016  
Served Third Budget Notary Services

Sign: [Signature]  
Print: \_\_\_\_\_  
NOTARY PUBLIC, STATE OF FL  
My Commission Expires: \_\_\_\_\_  
My Commission Number: \_\_\_\_\_

4. ALL MORTGAGEES' rights against all parties including but not limited to all parties secondarily liable, are hereby reserved.

Signed, Sealed and Delivered in  
the Presence of:

Sign: [Signature]  
Print: William E. Farrington II

Sign: [Signature]  
Print: Angela E. Bonds

MORTGAGEE:

Sign: [Signature]  
Print: THAO BREWER

Signed, Sealed and Delivered in  
the Presence of:

Sign: [Signature]  
Print: William E. Farrington II

Sign: [Signature]  
Print: Angela E. Bonds

MORTGAGOR:

Sign: [Signature]  
Print: JEFF STRUCK

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 18th day of December, 2012, by Thao Brewer, who is personally known to me or who produced [Signature] as identification.



WILLIAM E. FARRINGTON II  
MY COMMISSION # EE 045573  
EXPIRES: November 1, 2014  
Bonded Thru Budget Notary Services

Sign: [Signature]  
Print: \_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA  
My Commission Expires: \_\_\_\_\_  
My Commission Number: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 18th day of December, 2012, by JEFF STRUCK, who is personally known to me or who produced [Signature] as identification.



WILLIAM E. FARRINGTON II  
MY COMMISSION # EE 045573  
EXPIRES: November 1, 2014  
Bonded Thru Budget Notary Services

Sign: [Signature]  
Print: \_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA  
My Commission Expires: \_\_\_\_\_  
My Commission Number: \_\_\_\_\_



PREPARED BY AND RETURN TO:  
Wilson, Harrell, Farrington, Ford,  
Wilson, Spain & Parsons, P.A.  
307 S. Palafox Street  
Pensacola, FL 32502

**NOTE AND MORTGAGE MODIFICATION AGREEMENT**

THIS AGREEMENT, made and entered into as of the 18th day of December, 2012, by and between **THAO BREWER**, hereinafter referred to as "**MORTGAGEE**", and **JEFF STRUCK**, hereinafter referred to as "**MORTGAGOR**".

**RECITALS**

- A. **MORTGAGEE** is the owner and holder of that certain mortgage ("**MORTGAGE**") dated October 1, 2010, given by the **MORTGAGOR** to **MORTGAGEE**, recorded in Official Records Book 6647, Page 244, of the Public Records of Escambia County, Florida, securing a debt evidenced by a Promissory Note ("**NOTE**") dated October 1, 2010, in the original amount of TWENTY NINE THOUSAND ONE HUNDRED TWENTY and NO/100 Dollars (\$29,120.00) which mortgage encumbers property more particularly described as:

Lot 4, Block D, First Addition to Navy Point, being a portion of Section 50, Township 2 South, Range 30 West, Escambia County, Florida, according to plat recorded in Plat Book 2, Page 55, of the Public Records of said County.

- B. **MORTGAGOR**, the owner in fee simple of all of the property subject to Mortgage, has requested Mortgagee to advance additional funds to Mortgagor and to modify the Note and Mortgage and the parties have mutually agreed to modify the terms thereof in the manner hereinafter appearing.

**NOW, THEREFORE**, in consideration of the mutual covenants hereinafter set forth and in consideration of the sum of TEN DOLLARS (\$10.00), each to the other in hand paid, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto mutually covenant and agree as follows:

1. The terms and provisions of the Note are restated and/or amended and modified as contained in that certain "Renewal Promissory Note" dated as of December 18, 2012,
  - (a) Principal amount of \$29,000.00.
  - (b) Monthly principal and interest payments beginning January 1, 2013, in the amount of \$318.17.
  - (c) Interest rate of 12.5%.
  - (d) Maturity date is December 1, 2014.
2. The terms and provisions of the Mortgage are amended and modified as follows:
  - (a) The Mortgage secures payment of that certain Renewal Promissory Note dated December 18, 2012, in the principal amount of \$29,000.00, payable according to its terms.
  - (b) The maturity date of the Renewal Promissory Note secured by the Mortgage is December 1, 2014.
3. Nothing herein invalidates or shall impair or release any covenant, condition, agreement, or stipulation in said Note, Renewal Note and/or Mortgage and the same, except as herein modified, shall continue in full force and effect, and the undersigned further covenant and agree to perform and comply with and abide by each of the covenants, agreements, conditions, and stipulations of Note, Renewal Note and/or Mortgage which are not inconsistent herewith.

and shall perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants thereof, and of this mortgage, then this mortgage and the estate hereby created, shall cease, determine and be null and void.

AND the mortgagor hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said note and this mortgage, or either; to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on said property; to permit, commit or suffer no waste, impairment or deterioration of said land or the improvements thereon at any time; to keep the buildings now or hereafter on said land fully insured in a sum of not less than in a company or companies acceptable to the mortgagee policy or policies to be held by, and payable to, said mortgagee, and in the event any sum of money becomes payable by virtue of such insurance the mortgagee shall have the right to receive and apply the same to the indebtedness hereby secured, accounting to the mortgagor for any surplus; to pay all costs, charges, and expenses, including lawyer's fees and title searches, reasonably incurred or paid by the mortgagee because of the failure of the mortgagor to promptly and fully comply with the agreements, stipulations, conditions and covenants of said note and this mortgage, or either; to perform comply with and abide by each and every the agreements, stipulations, conditions and covenants set forth in said note and this mortgage or either. In the event the mortgagor fails to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of said note and this mortgage, or either, the mortgagee may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from date thereof at the highest lawful rate then allowed by the laws of the State of Florida.

IF any sum of money herein referred to be not promptly paid within THIRTY days next after the same becomes due, or if each and every the agreements, stipulations, conditions and covenants of said note and this mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the mortgagee, become and be due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the mortgagee to exercise any or the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this mortgage accrued or thereafter accruing.

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

Signed, sealed and delivered in our presence:

(TWO WITNESSES REQUIRED)

Witness Signature

Witness Printed Name

Witness Signature

Witness Printed Name

JEFF STRUCK

12521 Wilsey Lane, Lillian, AL 36549

L.S.

L.S.

12521 Wilsey Lane, Lillian, AL 36549

L.S.

L.S.

STATE OF FLORIDA )

COUNTY OF ESCAMBIA )

The foregoing instrument was acknowledged before me this 1st day of October, 2010, by JEFF STRUCK who is personally known to me or has produced a current driver license as identification and did (did not) take an oath.

Notary Public

SEAL



JOANNE GUNN  
State of Florida

My Exp. Dec. 31, 2010

My DO 602629

Notary Name

**TO HAVE AND TO HOLD** the same, together with the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues and profits thereof, unto the mortgagee in fee simple.

**AND** the mortgagor covenants with the mortgagee that the mortgagor is indefeasibly seized of said land in fee simple; that the mortgagor has good right and lawful authority to convey said land as aforesaid; that the mortgagor will make such further assurances to perfect the fee simple title to said land in the mortgagee as may reasonably be required; that the mortgagor hereby fully 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 and clear of all encumbrances.

**PROVIDED ALWAYS** that if said mortgagor shall pay unto said mortgagee the certain promissory note hereinafter substantially copied or identified to wit:

**THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL BALANCE DUE UPON MATURITY IS \$ 29,228.68, TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE.**

DATE: October 1st, 2010

## NOTE

PENSACOLA, FLORIDA

AMOUNT: 29,120.00

**FOR VALUE RECEIVED** the undersigned promises to pay to the order of:

**THAO BREWER**

the principal sum of **Twenty Nine Thousand One Hundred Twenty and 00/100 DOLLARS**

together with interest thereon at the rate of 12.5% (Twelve and 50/100 percent) per annum from November 1, 2010 HEREOF until maturity, both principal and interest being payable in Lawful Money of the United States, such principal sum and interest payable in installments as follows:

Payable in **288** equal consecutive monthly installments of principal and interest in the amount of **\$310.79** each, the first day of November 1, 2010 which shall be due and payable one month from the date hereof together with a like installment due on the same date each and every month thereafter until **October 1st, 2012**, when the entire unpaid remaining balance together with accrued interest thereon shall be due and payable. There shall be no pre-payment penalty. **STATE OF FLORIDA DOCUMENTARY STAMPS HAVE BEEN AFFIXED TO THE MORTGAGE SECURING THIS NOTE.**

Such installment payments shall be applied first to the interest accruing under the terms of this note and then to a reduction of the principal indebtedness. The makers and endorsers of this note further agree to waive demand, notice of non-payment and protest, and in the event suit shall be brought for the collection hereof, or the same has to be collected upon demand of an attorney, to pay reasonable attorney's fees for making such collection. All payments hereunder shall bear interest at the rate of 12.5% (Twelve and 50/100 percent) per annum from maturity until paid. This note is secured by a mortgage of even date herewith and is to be construed and enforced according to the laws of the State of Florida; upon default in the payment of principal and/or interest when due, the whole sum of principal and interest remaining unpaid shall at the option of the holders, become immediately due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of subsequent default.

If payment is late there will be a 5% penalty after the 15<sup>th</sup> calendar day, of the P & I.

Payable at: **Po Box 7499, Pensacola, FL 32534** or such other place as shall be designated by the holder of this note in writing.

Return to:

SURETY LAND TITLE OF FLORIDA, LLC  
358 WEST NINE MILE ROAD SUITE D  
PENSACOLA, FLORIDA 32534

This Instrument Prepared By:

SURETY LAND TITLE OF FLORIDA, LLC  
358 WEST NINE MILE ROAD  
PENSACOLA, FLORIDA 32534  
TELEPHONE: 850-476-5695

File No. 1002870J

## BALLOON MORTGAGE

THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL BALANCE DUE UPON  
MATURITY IS \$ 29,228.68 TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL  
ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS  
MORTGAGE.

### *This Mortgage Deed*

Executed the 1st day of October, 2010 by:

JEFF STRUCK

hereinafter called the mortgagor, to

THAO BREWER

hereinafter called the mortgagee:

*(Wherever used herein the terms "mortgagor" and "mortgagee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporation; and the term "note" includes all the notes herein described if more than one).*

WITNESSETH, that for good and valuable consideration, and also in consideration of the aggregate sum named in the promissory note of even date herewith, hereinafter described, the mortgagor hereby grants, bargains, sells, aliens, remises, conveys and confirms unto the mortgagee all the certain land of which the mortgagor is now seized and in possession situate in ESCAMBIA County, Florida, viz:

Lot 4, Block D, First Addition to Navy Point, being a portion of Section 50, Township 2 South, Range 30 West, Escambia County, Florida, according to plat recorded in Plat Book 2, Page 55, of the Public Records of said County.

This property is not the homestead of the Mortgagor

gx

**EXHIBIT "A"**

**Lot 4, Block U, First Addition to Navy Point, being a portion of Section 30, Township 2 South, Range 30 West,  
Escambia County, Florida, according to plat recorded in Plat Book 2, Page 55, of the Public Records of said County.**

5 Ellis Dr.

Pensacola, FL 32507

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 16 day of November, 2014, by JEFF STRUCK, who is personally known to me or who produced Dr. Kenneth A. as identification.



WILLIAM E. FARRINGTON II  
MY COMMISSION # FE 143290  
EXPIRES: November 1, 2018  
Banded Turb Budget Notary Services

Sign: [Signature]  
Print: \_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA  
My Commission Expires: 11-1-18  
My Commission Number: FE 143290

This instrument was prepared by:

William E. Farrington, II  
Wilson, Herrell, Farrington, Ford,  
Wilson, Spain & Parsons, P.A.,  
307 S. Palafox Street  
Pensacola, FL 32502  
(850) 438-1111

## WARRANTY DEED

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

THIS INDENTURE is made this 4<sup>th</sup> day of November, 2014, by and between JEFF STRUCK, a single man, hereinafter referred to as "Grantor", and GINGER FARIAS, of 4029 Ashland Avenue, Pensacola, FL 32534, hereinafter referred to as "Grantee".

### WITNESSETH:

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) in hand paid by Grantee(s) to Grantor(s) at and before the execution, sealing and delivery hereof, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor(s) have and hereby do grant, bargain, sell and convey unto Grantee(s), and their heirs, legal representatives and assigns of Grantee(s), all that tract or parcel of land described as follows:

See Attached Legal

TO HAVE AND TO HOLD said tract or parcel of land, together with any and all of the rights, members and appurtenances thereof to the same being, belonging or in anywise appertaining to the only proper use, benefit and behalf of Grantee forever, in fee simple; and

GRANTOR DOES HEREBY WARRANT and shall forever defend the right and title to said tract or parcel of land unto Grantee, and her heirs, legal representatives and assigns of Grantee, against the claims of all persons whomsoever.

THIS CONVEYANCE is given in lieu of foreclosure but not in satisfaction of that certain Mortgage dated October 1, 2010, and recorded in Official Records Book 6647, Page 244, of the Public Records of Escambia County, Florida, as modified by that certain Note and Mortgage Modification Agreement dated December 18, 2012, and recorded in Official Records Book 6953, Page 1055, of the Public Records of Escambia County, Florida, which was subsequently assigned to Ginger Farias on the 4<sup>th</sup> day of November, 2014, and recorded in Official Records Book 7256, Page 1030, of the Public Records of Escambia County, Florida. This is an absolute conveyance, the consideration for which, in addition to that stated above, is the release of the Grantor from personal liability under the debt secured by the aforesaid Mortgage. This conveyance is not and should not be construed as a conveyance to secure a debt. It is the intent of Grantor and Grantee that title to the property should not be merged with the lien of the aforesaid Mortgage and this conveyance should be so construed.

SIGNED, SEALED AND DELIVERED by Grantor the day and year first above written.

Signed in the presence of:

Sign: [Signature]  
Print: William E. Farrington, II  
witness

[Signature] (SEAL)  
JEFF STRUCK

Sign: [Signature]  
Print: Angela F. Bonds  
witness

**PROPERTY INFORMATION REPORT**

**January 29, 2023**

**Tax Account #:08-2656-000**

**LEGAL DESCRIPTION  
EXHIBIT "A"**

**LT 4 BLK D 1ST ADDN NAVY POINT PB 2 P 55 OR 7256 P 1032 CA 220**

**SECTION 50, TOWNSHIP 2 S, RANGE 30 W**

**TAX ACCOUNT NUMBER 08-2656-000(0423-18)**



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

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

**CERTIFICATION: TITLE SEARCH FOR TDA**

**TAX DEED SALE DATE:** APR 3, 2023

**TAX ACCOUNT #:** 08-2656-000

**CERTIFICATE #:** 2020-4344

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 checked="" type="checkbox"/>	<input type="checkbox"/>	Notify Escambia County, 190 Governmental Center, 32502
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Homestead for <u>2021</u> tax year.

GINGER FARIAS  
5 ELLIS DR  
PENSACOLA, FL 32507

GINGER FARIAS  
4029 ASHLAND AVE  
PENSACOLA, FL 32534

GINGER FARIAS  
1507 GALVIN AVE  
PENSACOLA, FL 32526

ASSET ACCEPTANCE LLC  
PO BOX 9065  
BRANDON, FL 33509

Certified and delivered to Escambia County Tax Collector, this 29<sup>th</sup> day of January, 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**

January 29, 2023

Tax Account #: **08-2656-000**

1. The Grantee(s) of the last deed(s) of record is/are: **GINGER FARIAS**

**By Virtue of Warranty Deed recorded 11/10/2014 in OR 7256/1032**

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 Thao Brewer recorded 10/14/2010 OR 6647/244 together with Modification of Mortgage recorded 12/27/2012 OR 6953/1055 together with Assignment of Mortgage in favor of Ginger Farias recorded 11/10/2014 OR 7256/1030**

**b. Judgment in favor of Asset Acceptance LLC recorded 8/6/2008 OR 6361/1239 together with Garnishment recorded 3/3/2009 OR 6431/1909**

4. Taxes:

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

**Tax Account #: 08-2656-000**

**Assessed Value: \$54,758.00**

**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): **NONE**

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

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



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

THE ATTACHED REPORT IS ISSUED TO:

SCOTT LUNSFORD, ESCAMBIA COUNTY TAX COLLECTOR

TAX ACCOUNT #: 08-2656-000 CERTIFICATE #: 2020-4344

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: January 13, 2003 to and including January 13, 2023 Abstractor: Ashley McDonald

BY

Michael A. Campbell,  
As President  
Dated: January 29, 2023