## **APPLICATION FOR TAX DEED**

512 R. 12/16

Section 197.502, Florida Statutes

Application Number: 2200160

To: Tax Collector of	ESCAMBIA COUNTY	, Florida	
KEYS FUNDING LLC - 6' US BANK CF KEYS FUN PO BOX 645040 CINCINNATI, OH 4526 hold the listed tax certifi	DING LLC - 6120 4-5040	same to the Tax	Collector and make tax deed application thereon:
Account Number	Certificate No.	Date	Legal Description
11-4470-962	2020/7107	06-01-2020	LT 66 BLK A GLENMOOR TRAIL UNIT 3 PB 17 P 69 OR 8057 P 1478
<ul> <li>redeem all ou</li> <li>pay all deling</li> <li>pay all Tax Construction</li> <li>Sheriffs costs</li> </ul>	s, if applicable. e certificate on which this appli	nterest covering thation report costs, (	
PO BOX 645040 CINCINNATI, OH 4	C - 6120 FUNDING LLC - 6120 45264-5040		04-20-2022 Application Date
	Applicant's signature		

Parl	t 5: Clerk of Court Certified Amounts (Lines 8-14)	
9.	Certified or registered mail charge	
10.	to the distance of the power and electronic auction fees	
11.	The state of notice	
12.		
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 sale11/07/20	022
	Signature, Clerk of Court or Designee	

## INSTRUCTIONS + ( )

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

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

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

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

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

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

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

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

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

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

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

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

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

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



## CERTIFICATION OF TAX DEED APPLICATION

Sections 197.502 and 197.542, Florida Statutes

DR-513 Rule 12D-16.002 F.A.C Effective 07/19 Page 1 of 2

1122.31

MINN										
art 1: Tax Deed	Appli	cation Informa	ation					T		
pplicant Name pplicant Address	KEYS FUNDING LLC - 6120 US BANK CF KEYS FUNDING LLC - 6120 PO BOX 645040 CINCINNATI, OH 45264-5040				Application date		Apr	Apr 20, 2022		
roperty	TURI					202	2020 / 7107 06/01/2020			
escription	2363 QUEENS FERRY LN CANTONMENT, FL 32533 2363 QUEENSFERRY LN 11-4470-962 LT 66 BLK A GLENMOOR TRAIL UNIT 3 PB 17 P 69 OR 8057 P 1478			pertificate issued	06/					
Part 2: Certifica	tes O	wned by Appli	cant an	d Filed wif	th Tax Deed	Applic	ation		Column 5: Total	
Column 1		Column	2		lumn 3 int of Certificate		Column 4 Interest		Column 3 + Column 4)	
Certificate Numb	ег	Date of Certifica		Face Amou	3,630.59		181.5	53	3,812.12	
<b># 2020/7107</b>		06/01/20		<u> </u>		1	→Part 2: Tota	al*	3,812.12	
			d bu An	plicant (O	ther than Co	ounty)				
Part 3: Other Co		Column 2 Date of Other	Col Face A	lumn 3 Amount of	Column 4		Column 5 Interest		Total (Column 3 + Column 4 + Column 5)	
Certificate Number		Certificate Sale	Other	Certificate		6.25	188.	27	3,959.92	
# 2021/5591		06/01/2021		3,765.40		0.20	Part 3: Tota	al*	3,959.92	
Part 4: Tax Co	<b>llecto</b>	r Certified Am tes in applicant's	ounts (I possessi	on and other	er certificates re	edeeme	ed by applicant of Parts 2 + 3 abo	ove)	7,772.04	
						( 1014)			0.00	
2. Delinquent t	axes p	aid by the applic	ant				-		0.00	
3. Current taxe	s paid	by the applicant							200.00	
4. Property info	ormatic	on report fee							175.00	
5. Tax deed a	pplicati	on fee					- 0		0.00	
6 Interest acc	rued b	y tax collector un	der s.197	7.542, F.S. (	see Tax Collec	ctor Ins	tructions, page 2)	1 0	8,147.04	
7							otal Palu (Lines			
is the about	e infor	mation is true an	d the tax	certificates, n statement	interest, propo is attached.	erty info			tax collector's fees	
nave been paid,	7)						<u>Escambia,</u> F			
Sign here:	4	1			_		Date April 28	8th, 20	)22_	
	Signatur	e, Tax Collector or De	signee		o days offer the day	le signed	See Instructions o	n Page	2	

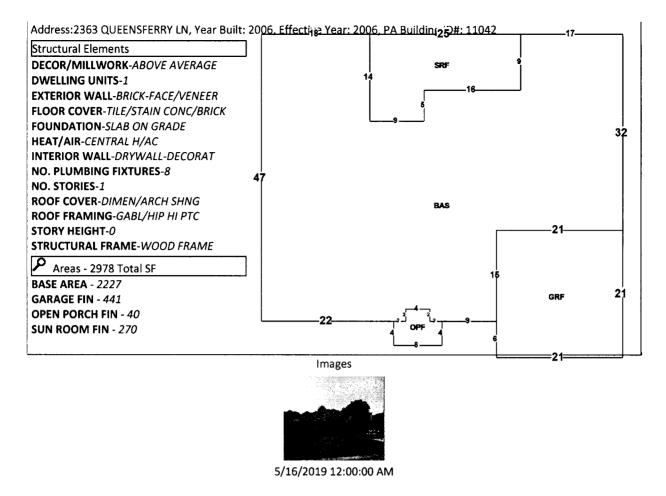
**Real Estate Search** 

**Tangible Property Search** 

Sale List

Nav. Mod	e <b>●</b> Account	rcel ID					Printer Frie	ndly Version
General Inform	mation			Assessr	nents			
Parcel ID:	361N314300660	001		Year	Land	Imprv	Total	Cap Val
Account:	114470962			2021	\$33,250	\$227,159	\$260,409	\$259,134
Owners:	TURLEY ROBERT	Α		2020	\$33,250	\$202,327	\$235,577	\$235,577
	TURLEY KATHRY	N R		2019	\$33,250	\$191,500	\$224,750	\$224,750
Mail:	2363 QUEENS FE CANTONMENT,					Disclaime	er	
Situs:	2363 QUEENSFE	RRY LN 3253	33	<b> </b>				
Use Code:	SINGLE FAMILY	RESID 🔑			Market '	Value Break	down Lette	er 
Taxing Authority:	COUNTY MSTU					Tax Estima	tor	
Tax Inquiry:	Open Tax Inquir	<u>y Window</u>		Fil	e for New H	omestead	Exemption	Online
	k courtesy of Scott I nty Tax Collector	unsford						
Sales Data				2021 C	ertified Roll E	xemptions		
Sale Date I	Book Page Value		ficial Records lew Window)	None				
02/21/2019	8057 1478 \$265,9	00 WD	C <sub>o</sub>	Legal D	escription			
06/25/2010	6609 1974 \$215,0	00 WD	۵	LT 66 B	LK A GLENMO	OR TRAIL UN	IT 3 PB 17 P 6	9 OR 8057 P
06/2006	5941 699 \$285,0	00 WD	Ē,	1478				
·	5915 1023 \$256,1		C).					
i			•	Extra F	eatures			
	ds Inquiry courtesy on ty Clerk of the Circ			WOOD				
Comptroller	,							
Parcel nformation				-			Launch Inte	eractive Map
Section Map Id: 36-1N-31	+		97 99A	168 4	√ ap			
Approx.			97A <sup>99</sup>					
Acreage: 0.4328			99					
				99 196 95A	]			
Zoned: 🔎				97	]			
LDR				97	7 49			
				297/	290			
Evacuation & Flood				296	[]			
Information				293 173	43			
<u>Open</u> Report			(292	292A	399 399	399		
-	<b>4</b> .							
-قرا	View Florida De	partment of	Environmenta	al Protect	ion(DEP) Dat	<u>a</u>		

**Buildings** 



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:05/03/2022 (tc.40806)

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2022048700 5/11/2022 3:26 PM
OFF REC BK: 8782 PG: 1761 Doc Type: TDN

### NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That **KEYS FUNDING LLC** – 6120 holder of **Tax Certificate No. 07107**, 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 66 BLK A GLENMOOR TRAIL UNIT 3 PB 17 P 69 OR 8057 P 1478

SECTION 36, TOWNSHIP 1 N, RANGE 31 W

TAX ACCOUNT NUMBER 114470962 (1122-31)

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

#### ROBERT A TURLEY and KATHRYN R TURLEY

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 November, which is the 7th day of November 2022.

Dated this 11th 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.

COMPTRO

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: 114470962 Certificate Number: 007107 of 2020

OD WE STO	Account: 1144/0962 Certificate Nur	mber: 00/10/ of 2020
Redemption No 🗸	Application Date 4/20/2022	Interest Rate 18%
	Final Redemption Payment ESTIMATED	Redemption Overpayment ACTUAL
	Auction Date 11/7/2022	Redemption Date 7/12/2022
Months	7	3
Tax Collector	\$8,147.04	\$8,147.04
Tax Collector Interest	\$855.44	\$366.62
Tax Collector Fee	\$6.25	\$6.25
Total Tax Collector	\$9,008.73	\$8,519.91 T.C.
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	\$47.88	\$20.52
Total Clerk	\$503.88	\$476.52 C.H.
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	\$9,589.61	\$9,013.43 -120-200
		\$8,693.43
	Repayment Overpayment Refund Amount	\$576.18
Book/Page	8782	1761

#### 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 007107 Redeemed Date 7/12/2022

Name ROBERT A TURLEY 2363 QUEENS FERRY LN GANTONMENT, FL 32533

• For Office Use Only

Date Docket Desc Amount Owed

Amount Owed Amount Due

\$7.00

Payee Name

FINANCIAL SUMMARY

No Information Available - See Dockets

Release TDA Notice (Prep Fee) = TD4

#### **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: 114470962 Certificate Number: 007107 of 2020

Payor: ROBERT A TURLEY 2363 QUEENS FERRY LN CANTONMENT, FL 32533 **Date** 

7/12/2022

Clerk's Check #

1

Tax Collector Check # 1 Clerk's Total

Tax Collector's Total

Postage

Researcher Copies

Recording

Prep Fee

**Total Received** 

\$8,676.43

\$0.00

\$10.00

\$7.00

**PAM CHILDERS** Clerk of the Circuit Court

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

Pam Childers CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY FLORIDA INST# 2022071178 7/12/2022 4:30 PM OFF REC BK: 8821 PG: 484 Doc Type: RTD

#### RELEASE OF NOTICE OF APPLICATION FOR TAX DEED

Pursuant to § 197.502(5)(c), Florida Statutes, the Escambia County Clerk of Court fully releases the Notice of Tax Deed Application recorded at Official Records Book 8782, Page 1761, of Escambia County, for the tax certificate, tax deed, and property described below:

Tax Certificate No. Certificate No. 07107, issued the 1st day of June, A.D., 2020

TAX ACCOUNT NUMBER: 114470962 (1122-31)

**DESCRIPTION OF PROPERTY:** 

LT 66 BLK A GLENMOOR TRAIL UNIT 3 PB 17 P 69 OR 8057 P 1478

**SECTION 36, TOWNSHIP 1 N, RANGE 31 W** 

NAME IN WHICH ASSESSED: ROBERT A TURLEY and KATHRYN R TURLEY

Dated this 12th day of July 2022.

COMP

PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

By: Emily Hogg Deputy Clerk BK: 8057 PG: 1488 Last Page

### MORTGAGE NOTE (Individual)

\$252,900.00 02/27/19

MORTGAGE NOTE (Fixed Rate) THIS IS A BALLOON MORTGAGE NOTE AND THE FINAL PAYMENT OR THE BALANCE DUE UPON MATURITY IS \$242,481.55 TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGE UNDER THE TERMS OF THE MORTGAGE

**FOR VALUE RECEIVED**, the undersigned, hereinafter "Maker", (jointly and severally, if more than one), promises to pay to Sigurlin Matcke, hereinafter "Holder" or "Payee", or order in the manner hereinafter specified, the principal sum of:

#### \*\*\*\*\$252,900.00\*\*\*\*

**\$252,900.00** with interest from date at the rate of 5% percent, per annual on the balance from time to time remaining unpaid. The said principal and interest shall be payable in lawful money of the United States of America at 10367 Tydings Court, La Plata, MD 20646 or such place as may hereafter be designated by written notice from the Holder to the maker hereof, on the date and in the manner following:

The sum of \$1,357.62, representing a payment of principal and interest only shall be due and payable on April 1, 2019, and on the like day of each month thereafter until March 1, 2022 at which time a balloon payment in the amount of \$242,481.55 will be due along with any interest accrued thereon, and all other sums due under this note have been paid in full.

Payment received will first be credited to late charges, then to interest, and the balance, if any, to principal.

**This note**, with interest, is secured by a mortgage on real estate, of even date herewith, made by the Maker hereof in favor of the said Payee and shall be construed and enforced according to the laws of the State of Florida. The terms of said mortgage are by this reference made a part hereof.

If default be made in the payment of any of the sums or interest mentioned herein or in said mortgage or in the performance of any of the agreements contained herein or in said mortgage, then the entire principal sum and accrued interest shall, at the option of the Holder hereof, become at once due and collectible without notice, time being of the essence; and said principal sum and accrued interest shall both bear interest from such time until paid at the highest rate allowable under the State of Florida. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default. Any payment not received within 5 days of the due date shall include a late charge of \$75.00. In the event of default in the payment of this note, and the same is placed in the hands of an attorney for collection, the undersigned hereby agrees to pay all costs of collection or re-instatement, including, but not limited to, a reasonable attorney's fee.

**Each person** liable herein, whether Maker or Endorser, hereby waives presentment, protest, notice, notice of protest and notice of dishonor and agree to pay all costs including a reasonable attorney's fee, whether suit be brought or not, if after maturity of this note or default hereunder or under said mortgage, counsel shall be employed to collect this note or to protect the security of said mortgage.

Whenever used herein the terms "Holder", "Maker" and "Payee" shall be construed in the singular or plural as the context may require or admit.

Robert A. Turley - Borrower
Kathryn R. Turley - Borrower

the same with costs, expenses and allowances. In addition, Lender shall also be entitled to take such action and avail itself of such remedies as may be available under the Uniform Commercial Code in effect in the State of Florida. In any action brought to enforce this Mortgage, the prevailing party shall be entitled to its reasonable attorney fees at trial and/or appeal.

In Witness Whereof, each of the undersigned has hereunto set his or her signature and seal, or has caused this instrument to be executed by its officer(s), partner(s), member(s), or agent(s) thereunto duly authorized, this 27th day of February, 2019.

(Type or Print Name of Witness)

Type or Print Dame of Witness)

Robert A. Turley

Kathryn R. Turley

STATE OF FLORIDA COUNTY OF Escambia

The foregoing instrument was acknowledged before me this day of February, 2019, by Roberty A. Turley and Kathryn R. Turley, husband and wife.

Personally Known To Me

\_\_ Produced Identification

Type of Identification Produced

Notary Public

KAY LAMONTAGNE
Notary Public - State of Florida
Commission # GG 160620
My Comm Expires Feb 5, 2022

Bonded through National Notary Assn

secured to Lender shall inure to the benefit of the successors and assigns of Lender.

14. That the provisions of this mortgage and the Note secured hereby are severable, and that the invalidity or unenforceability of any provision of this mortgage or the Note shall not affect the validity and enforceability of the other provisions of this mortgage or of Note. The remedies provided to Lender herein are cumulative with the rights and remedies of Lender at law and in equity, and such rights and remedies may be exercised concurrently or consecutively. A carbon or photostatic copy of this mortgage may be filed as a financing statement in any public office.

If the Borrower pays and discharges all the indebtedness hereby secured (including future advances) as the same becomes due and payable, and if Borrower in all things does and performs all acts and agreements by it herein agreed to be done according to the tenor and effect thereof, then and in that event only this conveyance and the security interest herein granted shall be and become null and void, but if default is made in the payment of any indebtedness hereby secured or any renewals or extensions thereof or any part thereof, or if any interest thereon remain unpaid when due, or if default be made in the repayment of any sum expended by Lender under the authority of any provision of this Mortgage, or if the interest of Lender in the mortgaged property or any of the personal property described above become endangered by reason of the enforcement of any lien or encumbrance thereon, or if a petition to condemn any part of the mortgaged property be filed by any authority, person or entity having power of eminent domain, or if any law, either state or federal, be passed imposing or authorizing the imposition of a specific tax upon this mortgage or the indebtedness hereby secured or permitting or authorizing the deduction of any such tax from the principal or interest secured by this Mortgage or by virtue of which any tax or assessment upon the mortgaged property shall be charged against the owner of this Mortgage, or if at any time any of the covenants contained in this Mortgage or in any note or other evidence of indebtedness secured hereby be declared invalid or unenforceable by any court of competent jurisdiction, or if Borrower fails to do and perform any other act or thing herein required or agreed to be done, then in any of said events the whole of the indebtedness hereby secured, or any portion or part thereof which may at said date not have been paid, with interest thereon, shall at once become due and payable and this Mortgage shall be subject to foreclosure at the option of Lender, notice of the exercise of such option being hereby expressly waived by Borrower, and Lender shall have the right to enter upon and take possession of the mortgaged property. If an event of default occurs and remains uncured, then in either or any such event, the aggregate sum or sums secured hereby then remaining unpaid, with interest accrued at that time, and all moneys secured hereby, shall become due and payable forthwith, or thereafter, at the option of Lender, or its assigns, as fully and completely as if all of the said sums of money were originally stipulated to be paid on such date, anything in the Note or any instrument or instruments or in this Mortgage to the contrary notwithstanding; and thereupon, or thereafter, at the option of Lender, or its assigns, without notice or demand, suit at law or in equity may be prosecuted as if all moneys secured hereby had matured prior to its institution. The Lender, or its assigns, may do either or both of the following as to the amount so declared due and payable: (i) bring an action to enforce payment of the amount so declared due and payable, with or without bringing an action to foreclose this Mortgage; and/or (ii) foreclose this mortgage as to the amount so declared due and payable, and the mortgaged property, or any part or parts thereof, in one or more sales as determined by Lender, shall be sold to satisfy and pay

creditworthiness of the transferee, and upon the transferee's payment to Lender of a reasonable transfer or assumption fee. Upon breach by Borrower, or any of them, of the covenants herein contained, Lender may, at its election, accelerate maturity of the indebtedness hereby secured and proceed to foreclose this mortgage as hereinafter provided or as provided by law.

- 11. That, except as otherwise expressly disclosed to Lender in writing on the date of this mortgage, no Hazardous Substance (as defined below) has been released or disposed of on or under the mortgaged property by Borrower or, to the best of Borrower's knowledge, by any third party or any predecessor in interest or title to the mortgaged property; no underground storage tanks, whether in use or not in use, are located on or under any part of the mortgaged property; Borrower and the mortgaged property are and will remain in compliance with all applicable local, state and federal environmental laws and regulations; no notice has been received by Borrower from any governmental authority or any other person claiming violation of any environmental protection law or regulation or demanding payment, indemnity or contribution for any environmental damage or injury to natural resources, relating in any way to the mortgaged property, and Borrower will notify Lender promptly in writing if any such notice is hereafter received; and any Hazardous Substance used or produced in Borrower's business will be used, produced, stored and disposed of in strict compliance with all applicable environmental laws and regulations. Borrower will notify Lender immediately if any Hazardous Substance is released or discovered on or under the mortgaged property, and Borrower will take or cause to be taken such remedial action as may be necessary in order to remedy such released or discovered Hazardous Substance and to obtain certificate of remediation or other certificate of compliance from applicable governmental authorities. At Lender's request, Borrower will promptly obtain at Borrower's expense, and deliver to Lender an environmental inspection report or will update a previous report, in form acceptable to Lender, prepared by a competent environmental professional reasonably satisfactory to Lender. As used herein, the term "Hazardous Substance" includes, without limitation, any hazardous or toxic substance and any substance or material that is regulated or controlled by the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA), the federal Hazardous Materials Transportation Act, the federal Resource Conservation and Recovery Act, the Federal Clean Water Act, the federal Clean Air Act, the federal Toxic Substance Control Act, or any other federal, state or local environmental law, ordinance, or regulation now or hereafter in effect. Borrower agrees to indemnify Lender against any and all liability and expense (including attorneys' fees and litigation expenses) incurred by Lender on account of breach by Borrower of any representation, warranty or covenant set forth in this paragraph. This agreement to indemnify shall survive payment of the secured indebtedness, satisfaction of this mortgage, and foreclosure of this mortgage.
- 12. That, if this is a construction mortgage, Borrower will perform and comply with, or will cause the Borrower to perform and comply with, the terms of any construction loan agreement made with Lender with regard to any improvements to be made on the mortgaged property.
- 13. That all the covenants and agreements of Borrower herein contained shall extend to and bind their respective heirs, executors, administrators, successors and assigns, and that such covenants and agreements and all options, rights, privileges and powers herein given, granted or

the entire indebtedness secured by this mortgage due and payable and may foreclose this Mortgage as hereinafter provided or as provided by law.

- 7. That no delay or failure of Lender to exercise any option to declare the maturity of any debt secured by this mortgage shall be taken or deemed as a waiver of the right to exercise such option or to declare such forfeiture either as to past or present defaults on the part of Borrower, and that the procurement of insurance or payment of taxes or other liens or assessments or obligations by Lender shall not be taken or deemed as a waiver of the right to accelerate the maturity of the indebtedness hereby secured by reason of the failure of Borrower to procure such insurance or to pay such taxes, liens, assessments or obligations, it being agreed by Borrower that no terms or conditions contained in this Mortgage can be waived, altered or changed except by a writing signed by Lender.
- 8. That the Borrower who is obligated as the Borrower or as guarantor or endorser to pay the indebtedness hereby secured will well and truly pay and discharge such indebtedness as it shall become due and payable, including the Note, any renewals or extensions thereof, and any other notes or obligations of such Borrower to Lender, whether now or hereafter incurred.
- 9. In the event a suit shall be instituted to foreclose this Mortgage, Lender, its successors or assigns, shall be entitled to apply at any time pending such foreclosure suit to the court having jurisdiction thereof for the appointment of a receiver for all and singular the mortgaged property and of all the rents, income, profits, issues and revenues thereof, from whatsoever source derived, with the usual powers and duties of receivers in like cases and such appointment shall be made by such court as a matter of strict right to Lender, its successors or assigns, without reference to the adequacy or inadequacy of the value of the property hereby mortgaged or to the solvency or insolvency of the Borrower, Borrower's legal representatives, successors or assigns, and that such rents, profits, incomes, issues, and revenues shall be applied by such receiver to the payment of the Secured Indebtedness, costs and charges, according to the order of said court. The Borrower hereby specifically waives the right to object to the appointment of a receiver as described herein and hereby expressly consents that such appointment shall be made as an admitted equity and is Lender's absolute right, and that the appointment may be done without notice to the Borrower. Borrower further consents to the appointment of Lender or any officer or employee of Lender as receiver.
- 10. That they will not cause or allow possession of the mortgaged property to be in any other person or entity to the exclusion of Borrower and will not cause or allow all or any part of the mortgaged property or any interest therein to be sold, assigned, transferred or conveyed by Borrower, or any of them, without Lender's prior written consent, excluding only (a) the creation of a lien or encumbrance expressly subordinate to this mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant, or (d) (if the mortgaged property is the Borrower's residence) the grant of any leasehold interest of one year or less (including all mandatory or optional renewal periods) not containing an option to purchase. Lender may withhold its consent or may condition its consent to any such transfer of possession of, or an interest in, the mortgaged property upon the transferee's agreeing to pay a greater rate of interest on all or any part of the indebtedness secured by this mortgage, upon Lender's approval of the

- 4. That commencing upon written request by Lender and continuing until the indebtedness secured hereby is paid in full, Borrower will pay to Lender concurrently with, and on the due dates of, payments on the indebtedness hereby secured a sum equal to the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus water rents, fire district charges, taxes and assessments next due on the mortgaged property (all as estimated by Lender), less any sums already paid to Lender therefore, divided by the number of months or other payment periods to elapse before one month or payment period prior to the date when such ground rents, premiums, water rents, fire district charges, taxes and assessments will become due, such sums to be held by Lender in trust, to pay said ground rents, premiums, water rents, fire district charges, taxes and assessments. All payments mentioned in the preceding sentence and the payments to be made on the indebtedness secured hereby shall be added together and the aggregate amount thereof shall be paid by Borrower each month or other payment periods in a single payment to be applied by Lender to the following items in the order set forth: (a) taxes, water rents, fire district charges, assessments, fire and other hazard insurance premiums; (b) interest on the indebtedness secured hereby; and (c) the balance, if any, shall be applied toward the payment of the principal sum hereby secured. Any deficiency in the amount of such aggregate monthly or other periodic payments shall constitute a default under this mortgage. Any excess funds accumulated under this paragraph after payment of the items herein mentioned shall be credited in calculating the monthly or other periodic payments of the same nature required hereunder in the subsequent year; but if the actual amount of any such item shall exceed the estimate therefore, Borrower shall without demand forthwith make good the deficiency. Failure by Borrower to do so before the due date of such item shall be a default hereunder. If the mortgaged property is sold under foreclosure or is otherwise acquired by Lender after default, any remaining balance of the accumulations under this paragraph shall be credited to the principal of the secured indebtedness as of the date of the foreclosure sale or as of the date the property is otherwise acquired.
- 5. That they will take good care of the mortgaged property and the personal property described above and will not commit or permit any waste thereon or thereof or the removal of any oil, gas or mineral therefrom, and that they will keep the same repaired and at all times will maintain the same in at least as good condition as it now is, reasonable wear and tear alone excepted. If Borrower fails to make repairs to the mortgaged property, Lender may make such repairs at Borrower's expense (but Lender is not obligated to do so). Lender, its agents and employees, may enter the mortgaged property and any improvements thereon at any reasonable time for the purpose of inspecting or repairing such improvements.
- 6. That all amounts expended by Lender for insurance or for the payment of taxes or assessments or to discharge liens on the mortgaged property or other obligations of Borrower or to make repairs to the mortgaged property or any improvements thereon shall become a debt due Lender, shall be payable at once without demand upon or notice to any person, shall bear interest at the rate of interest payable on the principal sum of the note described above, or if no such rate of interest is specified in the note or if the rate specified would be unlawful, at the maximum rate allowed by law from the date of payment by Lender, and such debt and the interest thereon shall be secured by this mortgage. Upon failure of Borrower to reimburse Lender for all amounts so expended, at the election of Lender and with or without notice to any person, Lender may declare

appliances, pipes and piping, ornamental and decorative fixtures, and in general all building materials, equipment and appliances of every kind and character used or useful in connection with improvements to real property.

For the purpose of further securing the payment of said indebtedness Borrower warrants, covenants and agrees with Lender, its successors and assigns, as follows:

- 1. That they are lawfully seized in fee and possessed of the mortgaged property and have a good right to convey the same aforesaid, and they will warrant and forever defend the title against the lawful claims of all persons whomsoever, and that the mortgaged property is free and clear of all encumbrances, easements and restrictions not herein specifically mentioned.
- 2. That they will pay when due all taxes, assessments, or other liens or mortgages taking priority over this mortgage, and should default be made in the payment of the same, or any part thereof, Lender may pay the same (but Lender is not obligated to do so). If the mortgaged property or any part thereof is a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or covering the condominium or planned unit development, the bylaws and regulations of the condominium or planned unit development, and constituent documents. Should Borrower default in any of such obligations, Lender may perform Borrower's obligation (but Lender is not obligated to do so).
- That they will keep the buildings on the mortgaged property continuously insured 3. in such amounts, in such manner and with such companies as may be satisfactory to Lender against loss by fire (including so-called extended coverage), wind and such other hazards (including flood and water damage) as Lender may specify from time to time, with loss, if any, payable to Lender under a Lender's loss payable clause acceptable to Lender, and will deposit with Lender policies of such insurance or at Lender's election, certificates thereof, and will pay the premiums therefore as the same become due. Borrower shall have the right to provide such insurance through a policy or policies independently obtained and paid for by Borrower or through an existing policy, Lender may, for reasonable cause, refuse to accept any policy of insurance obtained by Borrower. Borrower shall give immediate notice in writing to Lender of any loss or damage to the mortgaged property from any cause whatever. If Borrower fails to keep said property insured as above specified, Lender may insure said property (but Lender is not obligated to do so) for its insurable value against loss by fire, wind and other hazards for the benefit of Borrower and Lender or for the benefit of Lender alone, at Lender's election. The proceeds of such insurance shall be paid by the insurer to Lender, which is hereby granted full power to settle and compromise claims under all policies, to endorse in the name of Borrower any check or draft representing the proceeds of any such insurance, and to demand, receive and give receipt for all sums becoming due thereunder. Said insurance proceeds, if collected, may be credited on the indebtedness secured by this mortgage, less cost of collection, or may be used in repairing or reconstructing the premises on the mortgaged property, at Lender's election. Any application of the insurance proceeds to repairing or reconstructing the premises on the mortgaged property shall not extend or postpone the due date of any installment payments of the indebtedness hereby secured or reduce the amount of such installments.

time as may hereafter be provided by law as a prerequisite for the sufficiency of actual notice or record notice of such advances, notes, claims, demands or liabilities and obligations as against the rights of creditors or subsequent purchasers for a valuable consideration. The Borrower hereby waives, on behalf of himself/herself and his/her successors and assigns, the right to file for record a notice limiting the maximum principal amount which may be secured by this Mortgage as provided for in Florida Statute 697.04(1)(b).

NOW, THEREFORE, in consideration of the premises, and in order to secure the payment of said indebtedness and any renewals or extensions thereof and the interest thereon, and all other indebtedness (including future advances) now or hereafter owed by any of the above-named Borrowers to Lender, whether such indebtedness is primary or secondary, direct or indirect, contingent or absolute, matured or unmatured, joint or several, and otherwise secured or not, and to secure compliance with all the covenants and stipulations hereinafter contained, the undersigned (whether one or more, hereinafter called "Borrower") does hereby assign, grant, bargain, sell and convey unto Lender the following described real property situated in Escambia County, State of Florida, viz:

## Lot 66, Block A, Glenmoor Trail - Unit 3, according to the plat thereof, as recorded in Plat Book 17, Page 69, of the Public Records of Escambia County, Florida.

together with all rents and other revenues thereof and all rights (including riparian rights), privileges, easements, tenements, interests, improvements and appurtenances thereunto belonging or in anywise appertaining, including any after-acquired title and easements and all rights, title and interest now or hereafter owned by Borrower in and to all buildings and improvements, storm and screen windows and doors, gas, steam, electric, solar and other heating, lighting, ventilating, air-conditioning, refrigerating and cooking apparatus, elevators, plumbing, sprinkling, smoke, fire, and intrusion detection devices, and other equipment and fixtures now or hereafter attached or appertaining to said premises, all of which shall be deemed to be real property and conveyed by this mortgage, and all of which real property, equipment and fixtures are sometimes hereinafter called the "mortgaged property."

To Have And To Hold the same and every part thereof unto Lender, its successors and assigns forever.

And for the consideration aforesaid, and as additional security for all of the indebtedness described above (including future advances), Borrower hereby assigns and transfers to Lender, and grants to Lender a security interest in, all building materials, household appliances, equipment, fixtures and fittings of every kind or character now owned or hereafter acquired by Borrower, or any of them, located, whether permanently or temporarily, on the mortgaged property, and all building materials, household appliances, equipment, fixtures and fittings now owned or hereafter acquired by Borrower, or any of them, located or stored on any other real property, which are or shall be purchased by Borrower, or any of them, for the purpose, or with the intention of making improvements on the mortgaged property or to the premises located on said property. The personal property herein transferred includes without limitation, all lumber, bricks, building stones, building blocks, sand, cement, roofing materials, paint, doors, windows, storm doors, storm windows, nails, wires and wiring, hardware, plumbing and plumbing fixtures, heating and air conditioning equipment and appliances, electrical and gas equipment and

Recorded in Public Records 3/7/2019 11:21 AM OR Book 8057 Page 1480, Instrument #2019020451, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording S78.00 MTG Stamps S885.15 Int. Tax S505.80

> Prepared by & Return to: Anchor Title & Escrow, LLC 1331 Creighton Road, Suite D Pensacola, FL 32504

#### MORTGAGE AND SECURITY AGREEMENT

Borrower: Robert A. Turley and Kathryn R. Turley, husband and wife 2363 Queens Ferry Lane, Cantonment, FL 32533

Lender: Sigurlin Matcke 10367 Tydings Court, La Plata, MD 20646

THIS MORTGAGE IS TO BE FILED IN THE PUBLIC RECORDS OF Escambia AND SHALL CONSTITUTE A FIXTURE FILING IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 679 OF THE FLORIDA STATUTES.

Known All Men By These Presents: That whereas Robert A. Turley and Kathryn R. Turley, husband and wife (whether one or more, hereinafter called the "Borrower"), have become justly indebted to Sigurlin Matcke, (together with its successors and assigns, hereinafter called "Lender"), in the sum of Two Hundred Fifty Two Thousand Nine Hundred Dollars NO/100 Dollars (\$252,900.00) together with interest thereon, as evidenced by a promissory note or notes of even date herewith. (If the maturity date of the note or notes is 30 years or longer, indicate the latest maturity date here: N/A).

This conveyance is intended to be and is a real property Mortgage and a "Security Agreement" governed by the laws of the State of Florida concerning mortgages and the Uniform Commercial Code as adopted in Florida, and is intended to secure the payment of the following (the "Secured Indebtedness"):

- A. The existing indebtedness represented by that certain promissory note of even date herewith for the sum of Two Hundred Fifty Two Thousand Nine Hundred Dollars and NO/100 DOLLARS (\$252,900.00) made by Borrower payable to the order of Lender (the "Note") with interest from date until paid at the rate therein specified, the said principal and interest payable in the manner and upon the terms, provisions and conditions set forth in the Note, together with any and all renewals, extensions, modifications, consolidations and extensions thereof;
- B. Such future or additional advances as may be made by Lender at the option of Lender to the Borrower; provided that, notwithstanding the foregoing, the total of all amounts secured hereby shall not exceed at any one time the sum of NONE and NO/100 DOLLARS (\$00.00); and provided further, that all such advances, notes, claims, demands or liabilities and obligations secured hereby by incurred or arise or come into existence either on or prior to the date of this Mortgage, or on or before 30 years after the date of this Mortgage or within such lesser period of

uslin collection

BK: 8057 PG: 1479 Last Page

Signed, sealed and delivered in our presence:

Withess Printed Name: PATICICE TUNENTEN

Witness Printed Name: Birshia Carborto

State of May land County of Charles

The foregoing instrument was acknowledged before me February 21, 2019, by Sigurlin Matcke, an unremarried widow, who is/are personally known to me or who has produced driver license as identification.

Notary Public

Print Name: MPQQ

My Commission Expirés: OC

MEGAN PHIPPS
Notary Public-Maryland
St. Mary's County
My Commission Expires

Recorded in Public Records 3/7/2019 11:21 AM OR Book 8057 Page 1478, Instrument #2019020450, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording \$18.50 Deed Stamps \$1,861.30

Prepared by:
Kay LaMontagne, an employee of
Anchor Title & Escrow, LLC
1331 Creighton Road, Ste. D
Pensacola, FL 32504
File Number: ATP0665

#### **General Warranty Deed**

Made this February 27, 2019 By Sigurlin Matcke, an unremarried widow, whose address is, 10367 Tydings Court, La Plata, MD 20646, hereinafter called the grantor, to Robert A. Turley and Kathryn R. Turley, husband and wife, whose address is 2363 Queens Ferry Lane, Cantonment, FL 32533, hereinafter called the grantee:

(Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.)

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, hereby grants, bargains, sells, aliens, remises, conveys and confirms unto the grantee, all that certain land situate in Escambia County, Florida, viz:

Lot 66, Block A, Glenmoor Trail - Unit 3, according to the plat thereof, as recorded in Plat Book 17, Page 69, of the Public Records of Escambia County, Florida.

Parcel ID Number: 36-1N-31-4300-660-001

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; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and the said land is free of all encumbrances except taxes accruing subsequent to December 31, 2018.

In Witness Whereof, the said grantor has signed and sealed these presents the day and year above written.

#### PROPERTY INFORMATION REPORT

August 14, 2022 Tax Account #:11-4470-962

## LEGAL DESCRIPTION EXHIBIT "A"

LT 66 BLK A GLENMOOR TRAIL UNIT 3 PB 17 P 69 OR 8057 P 1478

SECTION 36, TOWNSHIP 1 N, RANGE 31 W

TAX ACCOUNT NUMBER 11-4470-962(1122-31)

#### 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 #: 11-4470-962 **CERTIFICATE #:** 2020-7107 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 Notify City of Pensacola, P.O. Box 12910, 32521 Notify Escambia County, 190 Governmental Center, 32502 Homestead for 2021 tax year. ROBERT A TURLEY SIGURLIN MATCKE KATHRYN R TURLEY 10367 TYDINGS COURT

KATHRYN R TURLEY 2363 QUEENS FERRY LN CANTONMENT, FL 32533 10367 TYDINGS COURT LA PLATA, MD 20646

Certified and delivered to Escambia County Tax Collector, this 14th day of August, 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**

August 14, 2022

Tax Account #: 11-4470-962

- 1. The Grantee(s) of the last deed(s) of record is/are: **ROBERT A TURLEY AND KATHRYN R**TURLEY
  - By Virtue of Warranty Deed recorded 3/7/2019 in OR 8057/1478
- 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:
  - 1. Mortgage in favor of Sigurlin Matcke recorded3/7/2019 OR 8057/1480
- 4. Taxes:

Taxes for the year(s) NONE are delinquent.

Tax Account #: 11-4470-962 Assessed Value: \$259,134.00

**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 LUNSFO	RD, ESCAMBIA COUNTY TAX	X COLLECTOR		
TAX ACCOUNT	#: <b>11-4470-962</b>	CERTIFICATE #:	2020-7	107
REPORT IS LIMI	NOT TITLE INSURANCE. TH TED TO THE PERSON(S) EXP REPORT AS THE RECIPIENT(	RESSLY IDENTIFIED B	Y NAME IN TH	HE PROPERTY
listing of the owne tax information an encumbrances reco title to said land as	ort prepared in accordance with the r(s) of record of the land described a listing and copies of all open orded in the Official Record Book listed on page 2 herein. It is the red. If a copy of any document listely.	ed herein together with cur or unsatisfied leases, mort ks of Escambia County, Fl responsibility of the party	rrent and delinque gages, judgment orida that appear named above to	nent ad valorem ts and r to encumber the overify receipt of
and mineral or any encroachments, ov	bject to: Current year taxes; taxes subsurface rights of any kind or rerlaps, boundary line disputes, and ion of the premises.	nature; easements, restrict	tions and covena	ints of record;
•	not insure or guarantee the validit nsurance policy, an opinion of tit			
Use of the term "R	Report" herein refers to the Proper	rty Information Report and	I the documents	attached hereto.
Period Searched:	July 11, 2002 to and inclu	ding July 11, 2022	_ Abstractor:	Stacie Wright
RV				

Michael A. Campbell,

As President

Dated: August 14, 2022