# **APPLICATION FOR TAX DEED**

Section 197.502, Florida Statutes

Application Number: 2300165

512 R. 12/16

To: Tax Collector of <u>ESCAMBIA COUNTY</u> , Florida
I,
ASSEMBLY TAX 36, LLC
ASSEMBLY TAX 36 LLC FBO SEC PTY
PO BOX 12225
NEWARK, NJ 07101-3411,
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
01-4723-000	2021/350	06-01-2021	BEG AT SW COR OF NW1/4 OF SEC ELY ALG CENTER LI OF A COUNTY RD 311 77/100 FT TO POB CONTINUE ELY ALG RD 153 38/100 FT N 25 DEG 58 MIN W 267 14/100 FT WLY 114 38/100 FT SLY 252 24/100 FT TO POB LESS RD R/W OR 2484 P 262

# 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
ASSEMBLY TAX 36, LLC
ASSEMBLY TAX 36 LLC FBO SEC PTY
PO BOX 12225
NEWARK, NJ 07101-3411

04-17-2023 Application Date

Applicant's signature

Pai	rt 5: Clerk of Court Certified Amounts (Lines 8-14)
8.	Processing tax deed fee
9.	Certified or registered mail charge
10.	Clerk of Court advertising, notice for newspaper, and electronic auction fees
11.	Recording fee for certificate of notice
12.	Sheriff's fees
13.	Interest (see Clerk of Court Instructions, page 2)
14.	Total Paid (Lines 8-13)
15.	Plus one-half of the assessed value of homestead property, if applicable under s. 197.502(6)(c), F.S.
16.	Statutory opening bid (total of Lines 7, 14, 15, and 16 if applicable)
Sign he	Signature, Clerk of Court or Designee  Date of sale 09/06/2023

# 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.

BEG AT SW COR OF NW1/4 OF SEC ELY ALG CENTER LI OF A COUNTY RD 311 77/100 FT TO POB CONTINUE ELY ALG RD 153 38/100 FT N 25 DEG 58 MIN W 267 14/100 FT WLY 114 38/100 FT SLY 252 24/100 FT TO POB LESS RD R/W OR 2484 P 262



# **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

0973.30

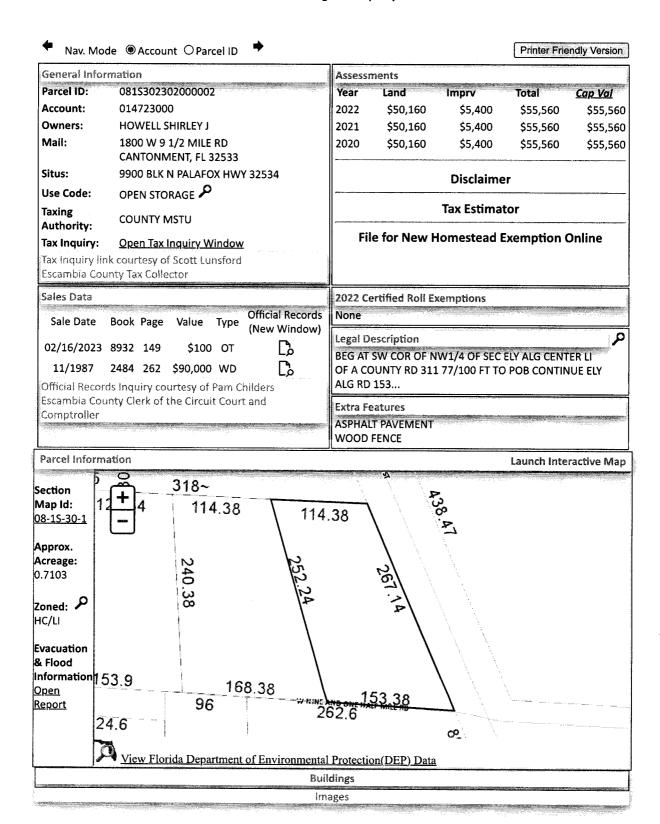
							0973.30
Part 1: Tax Deed	Application Info	rmation					
Applicant Name Applicant Address	ASSEMBLY TAX 36, LLC ASSEMBLY TAX 36 LLC FBO SEC PTY PO BOX 12225 NEWARK, NJ 07101-3411				Application date		Apr 17, 2023
Property description	HOWELL SHIRLEY J 1800 W 9 1/2 MILE RD CANTONMENT, FL 32533 9900 BLK N PALAFOX HWY 01-4723-000 BEG AT SW COR OF NW1/4 OF SEC FLY ALC			Certificate #		2021 / 350	
				tificate issued	06/01/2021		
Part 2: Certificate	es Owned by App	licant and	f Filed w	ith Tax Deed	Applicati	on	
Column 1 Certificate Numbe	Colum Date of Certifi		-	column 3 ount of Certificate	i .	olumn 4 Interest	Column 5: Total (Column 3 + Column 4)
# 2021/350	06/01/2	021		876.79			920.6
2022/405	06/01/2	022		890.64		44.53	935.1
→Part 2: Total*					1,855.8		
Part 3: Other Cer	tificates Redeem	ed by App	licant (C	Other than Co	unty)		And the second of the second o
Column 1 Certificate Number	Column 2 Date of Other Certificate Sale	Column 2 Column 3 Column 4 Column 5 Tace Amount of Tack Column 5			Total (Column 3 + Column 4 + Column 5)		
<b>#</b> /							· Column 5)
						Part 3: Total*	0.00
	ctor Certified Am		and the second second				
Cost of all certif	ficates in applicant's	possession	and othe			applicant rts 2 + 3 above)	1,855.80
2. Delinquent taxe	es paid by the applica	ent					0.00
3. Current taxes p	aid by the applicant			-	······································		782.1
4. Property information report fee					200.00		
5. Tax deed application fee					175.00		
6. Interest accrued	by tax collector und	er s.197.54	2, F.S. (s	ee Tax Collector	r Instructio	ns, page 2)	0.00
7.						aid (Lines 1-6)	3,012.95
certify the above int ave been paid, and	formation is true and that the property info	the tax cert	tificates, in	nterest, property attached.			d tax collector's fees
R	4://				E	scambia, Florida	1
Signature, Tax Collector or Designee Date May 1st, 202					23		
<b>33</b>	Send this certification to						

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

**Real Estate Search** 

**Tangible Property Search** 

Sale List





4/17/2019 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:05/02/2023 (tc.5609)

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2023036034 5/5/2023 3:55 PM
OFF REC BK: 8973 PG: 405 Doc Type: TDN

# NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That ASSEMBLY TAX 36 LLC holder of Tax Certificate No. 00350, issued the 1st day of June, A.D., 2021 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:

BEG AT SW COR OF NW1/4 OF SEC ELY ALG CENTER LI OF A COUNTY RD 311 77/100 FT TO POB CONTINUE ELY ALG RD 153 38/100 FT N 25 DEG 58 MIN W 267 14/100 FT WLY 114 38/100 FT SLY 252 24/100 FT TO POB LESS RD R/W OR 2484 P 262

**SECTION 08, TOWNSHIP 1 S, RANGE 30 W** 

TAX ACCOUNT NUMBER 014723000 (0923-30)

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

# SHIRLEY J HOWELL

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 Wednesday in the month of September, which is the 6th day of September 2023.

Dated this 5th day of May 2023.

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.

COUNTY TOP

PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA



# Florida Department of Revenue Warrant

Taxpayer: Patricia H. Gunter 1800 W 9 1/2 Mile Rd Cantonment FL 32533-7764

Tax : Sales and Use Tax

**Business Partner #** 

: 127458

Contract Object #

Warrant #

**FEIN** 

: 213.29/2999225

Re: Warrant(s) issued under Chapter(s) 213.29 , Florida Statutes

THE STATE OF FLORIDA TO ALL AND SINGULAR, THE CLERKS OF THE CIRCUIT COURTS AND ALL AND SINGULAR, THE SHERIFFS OF THE STATE OF FLORIDA

WARRANT FOR COLLECTION OF DELINQUENT		SALES AND USE	TAX(ES).
The taxpayer named above in the Cou Florida, in the following amounts:	nty of <u>Esca</u> ı	mbia , is indebted to the	Department of Revenue, State of
, ionaa, iii ale tenetung ameerie	TAX	\$	
	PENALTY	\$ 80,241.70	
	INTEREST	\$	
	TOTAL	\$ 80,241.70	
	FEE(S)	\$ 20.00	
	GRAND TOTAL	\$ 80,261.70	_
For returns due on or before December after January 1, 2000, a floating rate of	er 31, 1999, inter f interest applies	est is due at the rate of 12% in accordance with section	per annum. For returns due on o 213.235, Florida Statutes.
Witness my hand and official seal in the	nis City of	Pensacola ,	Escambia County, Florida,
this 6th day of March	, 2023 .		
		Jim Zingale	



**Executive Director** Department of Revenue, State of Florida

This instrument prepared by:

Please bill to:

Pensacola Service Center 2205 La Vista Ave, Suite B Pensacola FL 32504-8210

DR-78 R. 04/16

OR BK 5057 PG1297 Escambia County, Florida INSTRUMENT 2003-053213

RCD Jan 28, 2003 12:27 pm Escambia County, Florida

Exhibit A

ERNIE LEE MAGAHA Clerk of the Circuit Court INSTRUMENT 2003-053213

### PARCEL 1:

Beginning at the intersection of the Westerly right of way line of old Palafox Highway (Pensacola-Flomaton Highway No. 7, State Road 95-A. 66' R/W) and the North right of way line of 9 1/2 Mile Road (40' R/W); thence run North 23'21'17' West along the Westerly right of way line of said old Palafox Highway for 243.36 feet; thence run North 86'37'01" West for 114.38 feet; thence run South 15'14'57' East for 231.25 feet to the North right of way line of said 9 1/2 Mile Road; thence run South 87'17'68" East along said North right of way line for 150.00 feet to the POINT OF BEGINNING. All lying and being in Section 8, Township 1 South, Range 30 West, Escambia County, Florida.

# PARCEL III

Commence at the Northeast corner of Lot 1, in Block 5, Section 8. Township 1 South, Range 30 West, Escambia County, Florida, according to the Map of the Pensacola Farm Land Company's Subdivision recorded in Deed Book 67 at Page 345, in the Office of the Cierk of Circuit Court; thenke West along the South line of County Road (9 1/2 Mile Road, 40° R/W) for 252.60 feet to the POINT OF BEGINNING; thence South 5°55'00" East for 320.20 feet to the South line of said Lot 1, Block 5, of Pensacola Farm Land Company's Subdivision; thence West along said South line of Lot 1 for 253.65 feet to the West line of said Section 8; thence North 00°19'17" West along said West line of Section 8 for 318.50 feet to the South line of said County Road; thence East along said South line of County Road for 222.44 feet to the POINT OF

# PARCEL !!!:

Commence at the Northwest corner of the Northwest Quarter of the Southwest Quarter of Section 8, Township 1 South, Range 30 West. Escambia County, Florida; thence South 00°00'00" West along the West line of said Section for 20.00 feet to the South right of way line of 9 1/2 Mile Road (40' R/W) and POINT OF REGINNING: thence South 87°17'58" East along said South right of way line for 124.50 feet: thence South 02-56'49" East for 318.02 feet; thence North 87-56'07" West for 140-80 feet to the West line of said Section 8: thence North 00-00'00" East along said West line for 6.40 feet to the South line of Lot 16, Block 8, Section 9, Township 1 South, Range 30 West; thence North 87-17'58" West along said South line of Lot 18 for 213.89 feet to a point in a curve on the Easterly right of way line of State Road No. 95 (200° R/W) having a radius of 5661.67 feet and being concave Northeasterly: thence run Northwesterly along said Easterly right of way time for 338.19 feet (Chord distance of 338.14' and Chord bearing of North 20-59'11" West) to the South right of way line of said 9 1/2 Mile Road; thence North 87-17'58" East along said South right of way line for 335.08 feet to the West line of said Section 8 and POINT OF BEGINNING. All lying and being in Sections 8 and 9. Township 1 South, Range 30 West, Escambla County, Florida.

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OR BK 5057 PG1296 Escambia County, Florida INSTRUMENT 2003-053213

as well as extensions, renewals and amendments thereof, and reproductions of this instrument in such form as Mortgagee may require to perfect a security interest with respect to said items. Mortgagor shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements Mortgagee may reasonably require. Without the prior written consent of Mortgagee, Mortgagor shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said items. Upon Mortgagor's breach of any covenant or agreement of Mortgagor contained in this instrument, including the covenants to pay when due all sums secured by this instrument, Mortgagee shall have the remedies of a secured party under the Uniform Commercial Code and, at Mortgagee's option, may also invoke the remedies provided elsewhere in this instrument as to such items. In exercising any of said remedies Mortgagee may proceed against the items of real property and any items of personal property specified above as part of the Mortgaged Properly separately or together and in any order whatsoever, without in any way affecting the availability of Mortgagees remedies under the Uniform Commercial Code or of the remedies provided elsewhere in this instrument.

17. If Mortgagor fails to pay any claim, lien or encumbrance which is superior to this mortgage (it being agreed by Mortgagor that any such failure shall constitute a breach or default hereunder), or when due, any tax or assessment or insurance premium, or to keep the Mortgaged Property in repair, or shall commit or permit waste, or if there be commenced any action or proceeding affecting the Mortgaged Property or the title thereto, or the interest of Mortgagee therein, including, but not limited to, eminent domain and bankruptcy or reorganization proceedings, then Mortgagee, at its option, may pay said claim, lien, encumbrance, tax, assessment or premium, with right of subrogation thereunder, may make such repairs and take such steps as it deems advisable to prevent or cure such waste, and may appear in any such action or proceeding and retain counsel therein, and take such action therein as Mortgagee deems advisable, and for any such purposes Mortgagee may advance such sums of money, including all costs, reasonable attorney's fees and other items of expense as it deems necessary, and in so doing any funds advanced shall bear interest at the maximum rate provided by law and shall be due and repayable immediately without demand, and any such expenditures shall be secured by the lien of this mortgage. In such event, Mortgagee shall be the sole judge of the legality, validity and priority of any such claim, lien, encumbrance, tax, assessment and premium and of the amount necessary to be paid in satisfaction thereof. Mortgagee shall not be held accountable for any delay in making any such payment, which delay may result in any additional interest, costs, charges, expenses or otherwise. Mortgagee shall be subrogated for further security to the lien of any and all liens or encumbrances paid out of the proceeds of the loan secured by this mortgage, even though the lien or encumbrances are to be paid from such proceeds and to be released.

18. If a construction and/or development loan agreement or commitment between Mortgagor and Mortgagee is being executed contemporaneously herewith (or if Mortgagee's performance under any such previously existing agreement is intended by Mortgagor and Mortgagee to be secured hereby), then Mortgagor hereby covenants that it will comply with all of the terms, provisions and covenants of said construction and/or development loan agreement or commitment, will diligently construct the improvements pursuant to the terms thereof, all of the terms thereof which are incorporated herein by reference as though set forth fully herein, and Mortgagor will permit no defaults to occur thereunder and if a default shall occur thereunder, it shall constitute a default under this mortgage and the lease agreement.

19. That this mortgage pertains to real property situate, lying and being in the State of Florida and shall be construed and enforced in accordance with the laws of the State of Florida.

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 corporations. Wherever used the singular numbers shall include the plural and the plural the singular, and the use of any gender shall include all genders.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_\_ day of January, 2003.

Signed, sealed and delivered in the presence of:

Howell, also known as Dave Howell

Bussell

STATE OF FLORIDA COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 13th day of January, 2003, by David H. Howell, also known as Dave Howell, and Shirley Howell, also known as Shirley J. Howell, who are personally known to me or who produced Florida Driving Lighter, as identification. US Pasaport as is him

BALLY C. BUSSELL Notary Public - State of Florida

My Commission Expires September 29, 2003

Comm. No. CC 858396

-5-

OR BK 5057 PG1295 Escambia County, Florida INSTRUMENT 2003-053213

repair of the Mortgaged Properly or to the sums secured by this mortgage. Unless Mortgagee and Mortgagor otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in the lease agreement and this mortgage or change the amount of such installments.

- 11. That neither the provisions of this mortgage nor any lease agreement secured hereby shall have the effect of or be construed as requiring or permitting Mortgagor to pay interest in excess of the highest rate per annum allowable by applicable law or any item or items of indebtedness referred to in this mortgage, and should any such excess be charged or paid, it shall be credited to the unpaid principal indebtedness.
- 12. If the indebtedness secured hereby is now or hereafter further secured by chattel mortgages, security interests, financing statements, pledges, contracts or guaranty, assignments of leases, or other securities, or if the Mortgaged Property hereby encumbered consists of more than than one parcel of real property, Mortgagee may at its option exhaust any one or more of said securities and security hereunder, either concurrently or independently, and in such order as it may determine.
- 13. That the monies advanced (as evidenced by the lease agreement secured by this mortgage) by Mortgagee to Mortgagor have been advanced after investigation and consideration of the creditworthiness and character of Mortgagor and the ability of Mortgagor to repay same and prudently manage the Mortgaged Property. On any sale or transfer of (a) all or any portion of the Mortgaged Property, or any interest therein (including but not limited to, the creation of a lien or encumbrance subordinate to the lien of this mortgage, or a transfer by agreement for deed or land contract, but specifically excluding a transfer of any portion of the Mortgaged Property for which a release price is paid to Mortgagee pursuant to any agreed upon release provision), or (b) beneficial interest in Mortgagor (if Mortgagor is not a natural person or persons but is a corporation, partnership, trust or other legal entity), Mortgagee may, at Mortgagee's option, declare all of the sums secured by this instrument to be immediately due and payable, and Mortgagee may invoke any remedies provided for herein. This option shall not apply in the case of: (i) transfer by devise or descent or by operation of law upon the death of a joint tenant or, if Mortgagor is not a natural person or persons but is a corporation, partnership, trust or other legal entity, of a shareholder, partner, beneficiary or other equity owner, (ii) sales or transfers when the transferee's creditworthiness and management ability are satisfactory to Mortgagee and the transferee has executed, prior to the sale or transfer, a written assumption agreement containing such terms as Mortgagee may require, including, if required by Mortgagee, payment of an assumption fee and/or an increase in the rate of interest payable under the lease agreement; (iii) the grant of a leasehold interest in a part of the Mortgaged Properly of three years or less (or such longer lease term as Mortgagee may permit by prior written approval) not containing an option to purchase (except any interest in the ground lease, if this instrument is on a leasehold); (iv) sales or transfers of beneficial interests in Mortgagor provided that such sales or transfers, together with ally prior sales or transfers of beneficial interests in Mortgagor, but excluding sales or transfers under subparagraphs (i) and (II) above, do not result in more than 30% of the beneficial interests in Mortgagor having been sold or transferred subsequent to date hereof; (v) transfers of fixtures or any personal property pursuant to part 4 hereof; and (vi) the creation of a purchase money security interest for household
- 14. The Mortgagor hereby assigns, transfers and conveys unto the Mortgagee, the rents, royalties, income, revenues and profits accrued and to accrue from the Mortgaged Property, or any part thereof, including rentals and royalties under oil, gas and mineral leases, if any, during the lifetime of this mortgage, it being understood that as long as there is no default in the performance or observance of any of the covenants or agreements herein contained the Mortgagor shall have the privilege of collecting and receiving all rents, royalties, income revenues and profits accruing from the Mortgaged Property or any part thereof.
- 15. That the Mortgaged Property (and any real property adjacent to or in the immediate vicinity of the Mortgaged Property owned by Mortgagor) has not and is not being used for the discharge, disbursal, release, dumping, storage, treatment, generation, manufacture, use or disposal of any toxic or hazardous waste, contaminating materials, poliutants, orally other substance potentially harmful to persons, property, the environment or natural resources (including but not limited to, asbestos or asbestos containing materials) (all of same hereinafter referred to as "Prohibited Substances"), whether in compliance with all applicable federal, state and local statutes, laws, ordinances, rules and regulations (hereinafter "Applicable Laws") or otherwise, ant that Mortgagor has not received notice of or other information concerning, and, after diligent search and inquiry, is not aware of any proposed, threatened, anticipated or pending proceeding, investigation, administrative order, consent order, decree, agreement, litigation, settlement or other action by any governmental body or agency, entity or person concerning violation of or compliance with any such Applicable Laws. Mortgagor covenants and agrees to abide by all Applicable Laws pertaining to Prohibited Substances, and covenants and agrees not to allow any such Prohibited Substances to be discharged, disbursed, released, dumped, stored, treated, generated, manufactured, used or disposed of (whether by Mortgagor or otherwise) in, on, under, or over (the Mortgaged Property or any real property adjacent to or in the immediate vicinity of the Mortgaged Property owned by Mortgagor.
- 16. That this instrument is intended to be and is a security agreement pursuant to the Uniform Commercial Code for any of the items specified above as part of the Mortgaged Property which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and Mortgagor hereby grants Mortgagee a security interest in said items. Mortgagor agrees that the recording and/or filing of this instrument, or a reproduction hereof, in the public records and/or any other appropriate index (including, without limitation, the Florida Secretary of State's office) shall also constitute a financing statement for any of the items indicated above as being a part of the Mortgaged Property. Any reproduction of this instrument or of any other security agreement or financing statement shall be sufficient as a financing statement. In addition, Mortgagor agrees to execute and deliver to Mortgagee, upon Mortgagee's request, any financing statements.

Gr.

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OR BK 5057 PG1294 Escambia County, Florida INSTRUMENT 2003-053213

able notice to Mortgagor.

- 5. To keep the Mortgaged Property (or so much thereof as is insurable) insured against fire and windstorm and extended coverage in a sum of not less than full insurable value in a company to be approved by said Mortgagee, loss, if any, payable to the Mortgagee, as its interest may appear, including a "standard" Mortgagee clause, and to furnish Mortgagee original or memorandum copy of such policy or policies, and in the event any sum of money becomes payable under such policy or policies, the Mortgagee shall have the option to receive and apply the same on account of the indebtedness secured hereby, or to permit said Mortgagor to receive and use it, or any part thereof, for purpose of improving said land, without thereby waiving or impairing any equity, lien or right under or by virtue of this mortgage, and said Mortgagee may place and pay for such insurance, or any part thereof, without waiving or affecting the option to foreclose, or any right hereunder, and each and every such payment shall bear interest from date thereof until paid at the highest rate allowed by law, and all such payments, with interest, as aforesaid, shall be secured by the lien hereof. The Mortgagee is empowered to adjust, compromise, submit to arbitration and appraisement and collect, and apply to the reduction of said indebtedness, and claim for loss arising under any insurance policy covering said premises; and to that end the Mortgagee is irrevocably appointed the attorney in fact of the Mortgagor to execute and deliver such receipts, releases and other writings as shall be requisite to accomplish such adjustments, compromise, arbitration, appraisement and collection. Unless Mortgagee and Mortgagor otherwise agree in writing, any application of insurance proceeds to principal shall not extend or postpone the due dale of the installments referred to in the lease agreement and this mortgage or change the amount of such payments.
- 6. That if any of the said installments of interest due or payable by the terms of said Lease Agreement or other obligations or other sum of money due or payable by virtue of this instrument, be not promptly and fully paid when the same become severally due and payable, without demand or notice, or if each and every one of the stipulations, covenants, agreements and conditions of the said lease agreement or other obligations, and of this mortgage, any or either, are not duly and promptly performed, complied with and abided by, the said entire aggregate sum mentioned in the said lease agreement and other obligations then remaining unpaid, with interest accrued, shall become due and payable forthwith or thereafter at the option of the Mortgagee, as fully and completely as if said aggregate sum and accrued interest were originally stipulated to be paid on such day, anything in the said lease agreement or order obligations or herein, to the contrary notwithstanding. If Mortgagor shall make an assignment for the benefit of creditors, or if a receiver be appointed for Mortgagor of its properly, or if Mortgagor files a petition in bankruptcy, or is adjudicated a bankrupt, or files any petition or institutes any proceedings under any chapter of Title 11 of the United States Code, or if Mortgagor becomes the subject of any proceedings, under any insolvency or bankruptcy act, for its reorganization or composition with its creditors, then on the happening of any one or more of these events, the whole indebtedness secured hereby shall immediately become due and payable, at the option of the Mortgagee, and this mortgage may thereupon be foreclosed
- 7. It is further covenanted and agreed by said parties that in the event of a suit being instituted to foreclose this mortgage, the Mortgagee shall be entitled to apply at any time pending such foreclosure suit to the Court having jurisdiction thereof for the appointment of a Receiver of all and singular the Mortgaged Property, and of all the rents, income, profits, issues and revenues thereof, from whatsoever source derived; and thereupon it is hereby expressly covenanted and agreed that the Court shall forthwith appoint a Receiver of said Mortgaged Property, all and singular, and of such 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 the Mortgagee and without reference to the adequacy or inadequacy of the value of the property hereby mortgaged, or to the solvency or insolvency of the Mortgagor and that such rents, profits, income, issues and revenues shall be applied by such Receiver to the payment of the mortgage indebtedness, costs and charges, according to the order of such Court.
- 8. To perform, comply with and abide by each and every one of the stipulations, agreements, conditions and covenants in said lease agreement and other obligations and set forth in this mortgage, and to comply with all statutes, laws, ordinances, regulations, covenants, conditions and restrictions affecting the Mortgaged Property, and not to cause or permit any violation thereof.
- 9. No person liable for the debt hereby secured, whether such liability is primary or secondary, and whether such fiability is created by endorsement of the notes or as joint maker of the notes, or guarantor, or having assumed the obligation to pay said mortgage debtor otherwise liable for said mortgage debt, shall be released or discharged from liability of the aforesaid debt by virtue of any extension or renewal granted by the Mortgagee to the maker of the notes hereby secured, or any other person liable for said debt, whether primary or secondary. The Mortgagee is hereby expressly granted the right and power to grant such extensions to the makers of the notes hereby secured as said Mortgagee may deem advisable, without first obtaining the consent of any other person liable for said debt, whether primary or secondary, and to take such renewals of the lease agreement and debt hereby secured as said Mortgagee may deem advisable, without first securing the consent of any other person liable for said indebtedness. No delay in the enforcement by the Mortgagee of any of the rights of said Mortgagee arising by virtue of this mortgage and lease agreement hereby secured operate as a release or discharge of any person liable for the debt hereby secured, whether primary or secondary.
- 10. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Mortgaged Property, or part thereof or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Mortgagee. Mortgagee shall also be entitled to recover from Mortgagor any attorney's fees incurred in connection therewith. If the property is abandoned by Mortgagor, or if, after notice by Mortgagee to Mortgagor that the condemner offers to make an award or settle a claim for damages, Mortgagor fails to respond to Mortgagee within 30 days after the date such notice is mailed, Mortgagee is authorized to collect and apply the proceeds, at Mortgagee's option, either to the restoration or

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OR BK 5057 PG1293 Escambia County, Florida INSTRUMENT 2003-053213

and that the said Mortgagor, does hereby fully warrant the title to said real property, and every part thereof, and will defend the same against the lawful claims of all persons whomsoever.

THE FOREGOING CONVEYANCE is intended to be, and is, a mortgage to secure the payment of that certain Lease Agreement dated October 23, 2002 for the sum of Six Hundred Sixty Thousand and 00/100 Dollars (\$660,000.00) made by the said Mortgagor payable to the order of the said Mortgagee after date, with interest and interest payable according to the terms set forth in said Lease Agreement.

And also to secure the payment of any and all lease agreements, liabilities and obligations of Mortgagor to Mortgagee, whether as maker, endorser, guarantor, or otherwise, which may now be in existence or accrue or arise hereafter, or be now owned or held by Mortgagee, or be acquired hereafter, it being the intent and purpose of Mortgagor to secure by this mortgage all lease agreement, notes for future advances and all other notes, claims, demands, liabilities, and obligations which Mortgagee may have, hold or acquire at any time within twenty years from the date of this mortgage against Mortgagor. The total amount of the indebtedness that may be secured by this mortgage may increase or decrease from time to time, but the total unpaid balance secured at any one time by this mortgage shall not exceed a maximum principal amount of \$660,000.00 plus interest, and only disbursements made by Mortgagee for the payment of taxes, levies or insurance on the property encumbered by this mortgage, with interest on such disbursements.

# AND THE SAID MORTGAGOR does hereby covenant and agree:

- 1. To pay all and singular the principal, the interest and other sums of money payable by virtue of the said Lease Agreement, and this mortgage, each and every one, promptly on the days, respectively, the same become due.
- 2. To pay all and singular the taxes, assessments, levies, liabilities, obligations and encumbrances of every nature and kind now on the Mortgaged Property, or that hereafter may be levied or assessed thereupon, each and every one of them and any and all documentary stamps, intangible taxes and assessments now or hereafter required to be paid by governmental authority on said note or on this mortgage; and if the same, or any part thereof, be not promptly paid when due and payable, said Mortgagee may at any time pay the same; without waiving or affecting the option to foreclose this mortgage by reason of such default, or any right hereunder, and every payment so made shall bear interest from the date thereof at the highest rate allowed by law, and all such payments, with interest as aforesaid, shall be secured by the lien hereof. Mortgagor shall furnish Mortgagee receipt for ad valorem taxes on the Mortgaged Property no later than 15 days after the due date of same.
- 3. To pay all and singular the costs, fees, charges and expenses, of every nature and kind, including all the costs of an abstract of title to the above described lands found to be convenient or expedient in connection with any suit for the foreclosure of this mortgage, and also including all costs and expenses of the said suit, including attorney's fee in a reasonable amount to the attorney of the plaintiff foreclosing, which costs and fees shall be included in the lien of this mortgage, because of the failure on the part of the said Mortgagor to perform, comply with and abide by all or any of the covenants, conditions and stipulations of said lease agreement, and this mortgage, and in the foreclosure of this mortgage and in collecting the amount secured hereby, each and every such payment shall bear interest from date thereof until paid at the highest rate allowed by law, and such payments with interest thereon as aforesaid, shall be secured by the lien hereof. "Attorney's fees," as that phrase is used in this mortgage shall include, among other things, the reasonable fees of the attorney and also of any legal assistants, paralegals, law clerks and others utilized by the attorney and under the attorney's supervision, as well as out-of-pocket costs incurred and/or advanced-by any of same, all regardless of whether incurred in or advanced prior to the initiation of any legal or equitable proceeding, in arbitration, in trial, in any administrative, bankruptcy or other similar proceedings, or any appeal from any of same.
- 4. Mortgagor (a) shall not permit, commit or suffer any waste, impairment or deterioration of the Mortgaged Property, or any part thereof; (b) shall restore and repair promptly and in a good workmanlike manner all or any part of the Mortgaged Property to the equivalent of its original condition, or such other condition as Mortgagee may approve in writing, in the event of any damage, injury or loss thereto, whether or not insurance proceeds are available to cover in whole or in part the cost of such restoration or repair; (c) shall keep the Mortgaged Property, including improvements, fixtures, equipment, machinery and appliances thereon in good repair and shall replace fixtures, equipment, machinery and appliances on the Mortgaged Property when necessary to keep such items in good repair, including, but not limited to, well painted, weatherproofed and making of such repairs as Mortgagee may, from time to time, determine to be necessary for the preservation of the Mortgaged Property; (d) shall prudently and professionally manage the Mortgaged Property; (e) shall give notice in writing to Mortgagee of and, unless otherwise directed in writing by Mortgagee, appear in and defend any action or proceeding purporting to affect the Mortgaged Property, the security of this instrument or the rights or powers of Mortgages; (f) shall comply with the provisions of any lease, if this mortgage is on a leasehold; and (g) if this mortgage is on a unit in a condominium, shall perform all of Mortgagor's obligations under the Declaration creating or governing the condominium, the by-laws and regulations of the condominium and constituent documents. Mortgagor shall first obtain the written consent of Mortgagee, such consent to be granted or withheld at the sole discretion of Mortgagee, before (i) removing or demolishing any building now or hereafter erected on the premises, (ii) altering the arrangement, design or structural character thereof, (iii) making any repairs which involve the removal of structural parts or the exposure of the interior of such building to the elements, (iv) cutting or removing or permitting the cutting or removal of any trees or timber on the Mortgaged Property, (v) removing or exchanging any tangible personal property which is part of the Mortgaged Property, except when incident to the replacement thereof with items of likekind, or (vi) entering into or modifying any leases of the Mortgaged Property. Mortgagee shall have the right to inspect the Mortgaged Property on reason-

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OR BK 5057 PG1292 Escambia County, Florida INSTRUMENT 2003-053213

NTG DOC STANPS PD 0 ESC CO \$2310.00 01/28/03 ERNIE LEE MAGNIC CLERK) By: 1000

INTANSIBLE TAX PD @ ESC CD 41320.00 01/28/03 ESNIE LEE MAGNAD CLERK / By:

THIS INSTRUMENT WAS PREPARED BY SALLY C. BUSSELL OF MMANUEL, SHEPPARD & CONDON ATTORNEYS AT LAW 30 S. SPRING STREET POST OFFICE DRAWER 1271 PENSACOLA, FLORIDA 32596 FILE NO. B1598-90029MKK

STATE OF FLORIDA COUNTY OF ESCAMBIA

# MORTGAGE AND HYPOTHECATION SECURITY AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, That DAVID H. HOWELL, also known as Dave Howell, AND SHIRLEY HOWELL, also known as Shirley J. Howell, husband and wife, hereinafter called Mortgagor, for and in consideration of the sum of Six Hundred Sixty Thousand and 00/100 Dollars, (\$660,000.00) to them in hand paid by BANKERS LEASING ASSOCIATION, a division of EAB Leasing Corp., whose mailing address is: 4201 Lake Cook Road, Northbrook, IL 60062, hereinafter called Mortgagee, the receipt whereof is hereby acknowledged, has granted, bargained and sold, and by these presents do grant, bargain, sell, alien, remise, release, convey and confirm unto the said Mortgagee forever, the following described real estate, situate, lying and being in the County of Escambia, State of Florida, to-wit:

FOR LEGAL DESCRIPTION, SEE THE ATTACHED EXHIBIT A, CONSISTING OF ONE PAGE AND MADE A PART HEREOF BY REFERENCE.

Mortgagors agree that they will not alter nor in any manner modify that certain mortgage in favor of Citizens & Peoples Bank, National Association, dated August 31, 1999, recorded in O.R. Book 4461, page 1229, of the public records of Escambia County, Florida, hereinafter referred to as "C&P" mortgage, (or the note it secures) nor obtain any future or additional advances thereunder without first obtaining the written consent of the Mortgagee herein. Mortgagors further agree that any default in the "C&P" mortgage (or the note it secures) shall automatically and without notice constitute a default of this mortgage entitling the Mortgagee herein to accelerate the then unpaid balance of all sums secured hereby and, if not paid upon demand, institute immediate collection and foreclosure proceedings.

Notwithstanding anything contained herein expressed or implied to the contrary, this mortgage secures that certain Lease Agreement dated October 23, 2002made by Howell Bandag, Inc..

TOGETHER WITH all improvements now or hereafter located on said real property and all fixtures, appliances, apparatus, equipment, fittings, furnishings, accessories, heating and air conditioning equipment, plumbing, machinery, articles of personal property, and all building materials, supplies and goods delivered to the real property for purposes of being affixed to, installed, incorporated or otherwise used in the buildings, structures or other improvements now or hereafter located thereon, together with all additions and replacements of any of same (except those owned by lessees of said real property) now or hereafter affixed or attached (whether actually or constructively) thereto, placed upon, or used in any way in connection with the complete or comfortable use, occupancy, operation or maintenance of said real property, all licenses and permits used or required in connection with the use of said real property, all leases of said real property now or hereafter entered into and all right, title and interest of Mortgagor thereunder, including, without limitation, cash or securities deposited thereunder pursuant to said leases, and all rents, issues, proceeds, revenues and profits accruing from said real property and, without limitation, all oil, gas, minerals, water, crops, trees, timber and other emblements, and any rights or interest therein, and together with all proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, including, without limitation, proceeds of insurance and condemnation awards (the foregoing real property and tangible and intangible personal property hereinafter referred to collectively as the Mortgaged Property). Mortgagor hereby grants to Mortgagee a security interest in the foregoing described tangible and intangible personal property.

TO HAVE AND TO HOLD the Mortgaged Property, together with all and singular the tenements, hereditaments, easements and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders thereof and all the estate, right, title, interest, homestead, separate estate, possession, claim and demand whatsoever, as well in law as in equity, of Mortgagor and unto the same, and every part thereof, with the appurtenances of Mortgagor in and to the same, and every part and parcei thereof unto Mortgagee. And the said Mortgagor hereby covenants with said Mortgagee that the said Mortgagor is indefeasibly seized of said real property in fee simple; that the said Mortgagor has full power and lawful right to convey the same in fee simple as aforesaid; that it shall be lawful for the said Mortgagee at all times peaceably and quietly to enter upon, occupy and enjoy said real property and every part thereof; that the said mortgagor will make such further assurances to perfect the fee simple title to said real property in said Mortgagee as may reasonably be required;

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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.

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

Signed, sealed and delivered in the presence of:

Vatty P. Dander

Ranny B. Rissee

WILLIAM M. LEITERMAN

Buby Sea Luterman

STATE OF FLORIDA

COUNTY OF ESCAMBIA

I HEREBY CERTIFY that on this day, before me, ar officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared William Leiterman and Ruby Lea Leiterman, to me known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand an official seal in the County and States last aforesaid this day of Nevember, 1987.

My Commission Expires:

My Committion Expires Oct. 5, 1989.

PUBLIC, State of Florida

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D/s 415.00 505.50

015002484n 262

Prepared by: J. Lofton Westmoreland MOORE, HILL & WESTMORELAND Post Office Box 1792 Pensacola, Florida 32598

WARRANTY DEED

STATE OF FLORIDA

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COUNTY OF ESCAMBIA

THIS WARRANTY DEED made the \_30# day of November, 198 by WILLIAM M. LEITERMAN and RUBY LEA LEITERMAN, Husband and Wife, horeinafter called the Grantor (whether singular or plural), to DAVID H. HOWELL and SHIRLEY J. HOWELL, Husband and wife, whose post office address is 1.0.154x 7576, favorable 31 32574. hereinafter called the Grantees (whether singular or plural):

WITNESSETH: That the Grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situate in Escambia, Florida, to-wit:

### PARCEL I:

Beginning at the intersection of the Westerly right-of-way line of Old Palafox Highway (Pensacola-Flomaton Highway No. 7, State Road 95-A, 66' R/W) and the North right-of-way line of 9 1/2 Mile Road (40' R/W); thence run North 23 degrees 21 minutes 17 seconds West along the Westerly right of way line of said Old Palafox Highway for 243.36 feet; thence run North 86 degrees 37 minutes 01 seconds West for 114.38 feet; thence run South 15 degrees 14 minutes 57 seconds East for 231.25 feet to the North right of way line of said 9 1/2 Mile Road; thence run South 87 degrees 17 minutes 58 seconds East along said North right of way line for 150.00 feet to the POINT OF BEGINNING. All lying and being in Section 8, Township 1 South, Range 30 West, Escambia County, Florida.

### PARCEL II:

Commence at the Northeast corner of Lot 1, in Block 5, Section 8, Township 1 South, Range 30 West, Escambia County, Florida, according to the Map of the Pensacola Farm Land Company's Subdivision recorded in Deed Book 67 at Page 345, in the Office of the Clerk of the Circuit Court, thence West along the South line of County Road (9 1/2 Mile Road, 40' R/W) for 262.60 feet to the POINT OF BEGINNING; thence South 5 degrees 55 minutes 00 seconds East for 320.20 feet to the South line of said Lot 1, Block 5, of Porceols Farm Land Company's Subdivision: thence West along said East for 320.20 feet to the South line of said Lot 1, Block 5, of Pensacola Farm Land Company's Subdivision; thence West along said South line of Lot 1 for 253.66 feet to the West line of said Section 8; thence North 00 degrees 19 minutes 17 seconds West along said West line of Section 8 for 318.50 feet to the South line of said County Road; thence East along said South line of County Road for 222.44 feet to the POINT OF BEGINNING.

LESS AND EXCEPT that portion of Parcel II previously deeded to David H. Howell and Shirley Howell, husband and wife, described in Official Record Book 2103 at Page 519 of the Public Records of Escambia County, Florida.

THIS CONVEYANCE IS SUBJECT TO THE FOLLOWING:

Conditions, restrictions, limitations and easements of record, if any, but this provision shall not operate to re-impose the same.

Zoning and other governmental regulations.

Taxes and assessments for 1987 and subsequent years.

D. S. PO.D UCS.CO

DATE CONTROLLER

BY: D. TO. 189-2043328-27-01

# PROPERTY INFORMATION REPORT

June 22, 2023 Tax Account #:01-4723-000

# LEGAL DESCRIPTION EXHIBIT "A"

BEG AT SW COR OF NW1/4 OF SEC ELY ALG CENTER LI OF A COUNTY RD 311 77/100 FT TO POB CONTINUE ELY ALG RD 153 38/100 FT N 25 DEG 58 MIN W 267 14/100 FT WLY 114 38/100 FT SLY 252 24/100 FT TO POB LESS RD R/W OR 2484 P 262

**SECTION 08, TOWNSHIP 1 S, RANGE 30 W** 

TAX ACCOUNT NUMBER 01-4723-000(0923-30)

ABSTRACTOR'S NOTE: WE CAN NOT CERTIFY LEGAL AS WRITTEN ON TAX ROLL WITHOUT A CURRENT SURVEY.

# 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

CERTIFICATION. TITLE SEARCH FOR	IDA				
TAX DEED SALE DATE:	ΓΕ: SEP 6, 2023				
TAX ACCOUNT #:	01-4723-000				
CERTIFICATE #:	0923-30				
In compliance with Section 197.522, Florida persons, firms, and/or agencies having legal i referenced tax sale certificate is being submit	nterest in or claim against the abo	ve-described property. The above-			
YES NO  ☐ ☐ Notify City of Pensacola, P.O  ☐ Notify Escambia County, 190 ☐ Homestead for 2022 tax year	Governmental Center, 32502				
ESTATE OF SHIRLEY J. HOWELL AND PATRICIA H. GUNTER 1800 W 9 1/2 MILE RD CANTONMENT, FL 32533	ESTATE OF SHIRLEY J. HOWELL 9900 BLK N PALAFOX HWY PENSACOLA, FL 32534				
ESTATE OF SHIRLEY J. HOWELL PO BOX 7576 PENSACOLA, FL 32514	PATRICIA GUNTER 572 FILLY COURT CANTONMENT, FL 32533	PATRICIA GUNTER 1123 MOLINO RD MOLINO, FL 32577			
PATRICIA GUNTER 9890 PENSACOLA BLVD PENSACOLA, FL 32534	PATRICIA GUNTER 7 W 9 ½ MILE RD PENSACOLA, FL 32534	PATRICIA GUNTER 9901 N PALAFOX HWY PENSACOLA, FL 32534			
FLORIDA DEPARTMENT OF REVENUE PENSACOLA SERVICE CENTER 2205 LA VISTA AVE, SUITE B PENSACOLA, FL 32504-8210	BANKERS LEAS AND EAB LEAS 4201 LAKE COC NORTHBROOK	OK ROAD			

Certified and delivered to Escambia County Tax Collector, this 22<sup>nd</sup> day of June, 2023.

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** 

June 22, 2023

Tax Account #: 01-4723-000

1. The Grantee(s) of the last deed(s) of record is/are: ESTATE OF SHIRLEY J. HOWELL

By Virtue of Warranty Deed recorded 12/1/1987 in OR 2484/262, together with Death Certificate recorded 2/16/2023 in OR 8932/149, and Death Certificate filed 12/17/2021 under filing #140590856 in Probate Case No. 2021-CP-0001825

- 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 Bankers Leasing Association, a division of EAB Leasing Corp. recorded 1/28/2003 OR 5057/1292
  - b. Tax Warrant in favor of the Florida Department of Revenue recorded 3/9/2023 OR 8941/634
- **4.** Taxes:

Taxes for the year(s) 2020 - 2022 are delinquent.

Tax Account #: 01-4723-000 Assessed Value: \$55,560.00

**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 R	REPORT IS ISSUED TO:			
SCOTT LUNSFORE	O, ESCAMBIA COUNTY TAX	COLLECTOR		
TAX ACCOUNT #:	01-4723-000	CERTIFICATE #:	0923-	30
REPORT IS LIMITE	OT TITLE INSURANCE. THE ED TO THE PERSON(S) EXPR EPORT AS THE RECIPIENT(S	ESSLY IDENTIFIED B	Y NAME IN TH	IE PROPERTY
listing of the owner(s tax information and a encumbrances record title to said land as li	prepared in accordance with the s) of record of the land described a listing and copies of all open of the land the Official Record Books sted on page 2 herein. It is the relation of the list is the relation of the land described on the	I herein together with cur r unsatisfied leases, mort s of Escambia County, Fl esponsibility of the party	rent and delinque gages, judgments orida that appear named above to	ent ad valorem s and to encumber the verify receipt of
and mineral or any su	ect to: Current year taxes; taxes ubsurface rights of any kind or national laps, boundary line disputes, and nof the premises.	ature; easements, restrict	tions and covenar	nts of record;
•	insure or guarantee the validity urance policy, an opinion of title		· ·	
Use of the term "Rep	port" herein refers to the Propert	y Information Report and	the documents a	attached hereto.
Period Searched:	June 14, 2003 to and includ	ing June 14, 2023	Abstractor:	Cody Campbell
BY				

Michael A. Campbell, As President

Dated: June 22, 2023

# STATE OF FLORIDA **COUNTY OF ESCAMBIA**

# CERTIFICATE OF NOTICE OF MAILING NOTICE OF APPLICATION FOR TAX DEED

# **CERTIFICATE # 00350 of 2021**

I, PAM CHILDERS, CLERK OF THE CIRCUIT COURT OF ESCAMBIA COUNTY, FLORIDA, do hereby certify that I did on July 20, 2023, mail a copy of the foregoing Notice of Application for Tax Deed, addressed to:

SHIRLEY J HOWELL

ESTATE OF SHIRLEY J. HOWELL

1800 W 9 1/2 MILE RD P0 BOX 7576

CANTONMENT, FL 32533 PENSACOLA, FL 32514

PATRICIA GUNTER PATRICIA GUNTER 9890 PENSACOLA BLVD 572 FILLY COURT PENSACOLA, FL 32534 CANTONMENT, FL 32533

PATRICIA GUNTER ESTATE OF SHIRLEY J. HOWELL 7 W 9 1/2 MILE RD 9900 BLK N PALAFOX HWY

PENSACOLA, FL 32534 PENSACOLA, FL 32534

PATRICIA GUNTER PATRICIA GUNTER 1123 MOLINO RD 9901 N PALAFOX HWY MOLINO, FL 32577 PENSACOLA, FL 32534

BANKERS LEASING ASSOCIATION AND EAB LEASING CORP FLORIDA DEPT OF REVENUE 2205B LA VISTA AVE 4201 LAKE COOK ROAD NORTHBROOK, IL 60062 PENSACOLA FL 32504

WITNESS my official seal this 20th day of July 2023.

PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

THERE ARE UNPAID TAXES ON PROPERTY WHICH YOU OWN OR IN WHICH YOU HAVE A LEGAL INTEREST. THE PROPERTY WILL BE SOLD AT PUBLIC AUCTION ON September 6, 2023, UNLESS THE TAXES ARE PAID. SHOULD YOU NEED FURTHER INFORMATION CONTACT THE CLERK OF THE CIRCUIT COURT IMMEDIATELY AT THE COUNTY COURTHOUSE IN PENSACOLA, FLORIDA, OR CALL 850-595-3793.

# NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That ASSEMBLY TAX 36 LLC holder of Tax Certificate No. 00350, issued the 1st day of June, A.D., 2021 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:

BEG AT SW COR OF NW1/4 OF SEC ELY ALG CENTER LI OF A COUNTY RD 311 77/100 FT TO POB CONTINUE ELY ALG RD 153 38/100 FT N 25 DEG 58 MIN W 267 14/100 FT WLY 114 38/100 FT SLY 252 24/100 FT TO POB LESS RD R/W OR 2484 P 262

**SECTION 08. TOWNSHIP 1 S, RANGE 30 W** 

TAX ACCOUNT NUMBER 014723000 (0923-30)

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

# **SHIRLEY J HOWELL**

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 Wednesday in the month of September, which is the 6th day of September 2023.

Dated this 17th day of July 2023.

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.

COUNTY DOWN

PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

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Post Property:

9900 BLK N PALAFOX HWY 32534

COUNT LORD

PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

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**SECTION 08, TOWNSHIP 1 S, RANGE 30 W** 

TAX ACCOUNT NUMBER 014723000 (0923-30)

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

# SHIRLEY J HOWELL

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 Wednesday in the month of September, which is the 6th day of September 2023.

Dated this 17th day of July 2023.

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.

# **Personal Services:**

SHIRLEY J HOWELL 1800 W 9 1/2 MILE RD CANTONMENT, FL 32533 PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

By:

# ESCAMBIA COUNTY SHERIFF'S OFFICE ESCAMBIA COUNTY, FLORIDA

# NON-ENFORCEABLE RETURN OF SERVICE

Document Number: ECSO23CIV026099NON Agency Number: 23-008188

Court: TAX DEED
County: ESCAMBIA

Case Number: CERT NO 00350 2021

Attorney/Agent:
PAM CHILDERS
CLERK OF COURT
TAX DEED

Plaintiff:

**RE: SHIRLEY J HOWELL** 

Defendant:

Type of Process: NOTICE OF APPLICATION FOR TAX DEED

Received this Writ on 7/21/2023 at 9:29 AM and served same at 10:48 AM on 7/25/2023 in ESCAMBIA COUNTY, FLORIDA, by serving POST PROPERTY, the within named, to wit: , .

POSTED PROPERTY PER CLERK'S OFFICE INSTRUCTIONS

CHIP W SIMMONS, SHERIFF ESCAMBIA COUNTY, FLORIDA

By:

C. CEPHA**S**, CPS

Service Fee:

\$40.00

Receipt No:

BILL

0923-30

THERE ARE UNPAID TAXES ON PROPERTY WHICH YOU OWN OR IN WHICH YOU HAVE A LEGAL INTEREST. THE PROPERTY WILL BE SOLD AT PUBLIC AUCTION ON September 6, 2023, UNLESS THE TAXES ARE PAID. SHOULD YOU NEED FURTHER INFORMATION CONTACT THE CLERK OF THE CIRCUIT COURT IMMEDIATELY AT THE COUNTY COURTHOUSE IN PENSACOLA, FLORIDA, OR CALL 850-595-3793.

# NOTICE OF APPLICATION FOR TAX DEED

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**SECTION 08, TOWNSHIP 1 S, RANGE 30 W** 

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Dated this 17th day of July 2023.

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**Post Property:** 

9900 BLK N PALAFOX HWY 32534

COMPTRO

PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA



# ESCAMBIA COUNTY SHERIFF'S OFFICE ESCAMBIA COUNTY, FLORIDA

# NON-ENFORCEABLE RETURN OF SERVICE

**Document Number: ECSO23CIV026093NON** 

Agency Number: 23-008187

Court: TAX DEED
County: ESCAMBIA

Case Number: CERT NO 00350 2021

Attorney/Agent:
PAM CHILDERS
CLERK OF COURT
TAX DEED

Plaintiff:

**RE: SHIRLEY J HOWELL** 

**Defendant:** 

Type of Process: NOTICE OF APPLICATION FOR TAX DEED

Non-Executed

Received this Writ on 7/21/2023 at 9:29 AM and after a diligent search in ESCAMBIA COUNTY, FLORIDA for SHIRLEY J HOWELL, Writ was returned to court UNEXECUTED on 7/21/2023 for the following reason:

PER CURRENT RESIDENT AT 1800 WEST 9 1/2 MILE ROAD, SUBJECT IS DECEASED. NO ADDITIONAL INFORMATION GAINED THROUGH DUE DILIGENCE EFFORTS.

CHIP W SIMMONS, SHERIFF ESCAMBIA COUNTY, FLORIDA

By:

A. HARDIN, CRS

Service Fee:

\$40.00

Receipt No:

BILL

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# **Personal Services:**

SHIRLEY J HOWELL 1800 W 9 1/2 MILE RD CANTONMENT, FL 32533

COUNT TURN

PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

THERE ARE UNPAID TAXES ON PROPERTY WHICH YOU OWN OR IN WHICH YOU HAVE A LEGAL INTEREST. THE PROPERTY WILL BE SOLD AT PUBLIC AUCTION ON September 6, 2023, UNLESS THE TAXES ARE PAID. SHOULD YOU NEED FURTHER INFORMATION CONTACT THE CLERK OF THE CIRCUIT COURT IMMEDIATELY AT THE COUNTY COURTHOUSE IN PENSACOLA, FLORIDA, OR CALL 850-595-3793.

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# **Personal Services:**

SHIRLEY J HOWELL 1800 W 9 1/2 MILE RD CANTONMENT, FL 32533

Sat COUNTY ROBERT

PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

SHIRLEY J HOWELL [0923-30] 1800 W 9 1/2 MILE RD CANTONMENT, FL 32533

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Unclaimed

PATRICIA GUNTER [0923-30] 9890 PENSACOLA BLVD PENSACOLA, FL 32534

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PATRICIA GUNTER [0923-30] 7 W 9 1/2 MILE RD PENSACOLA, FL 32534

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PATRICIA GUNTER [0923-30] 1123 MOLINO RD MOLINO, FL 32577

9171 9690 0935 0128 0695 66

BANKERS LEASING ASSOCIATION AND EAB LEASING CORP [0923-30] 4201 LAKE COOK ROAD NORTHBROOK, IL 60062

9171 9690 0935 0128 0695 42

RTN - UF

ESTATE OF SHIRLEY J. HOWELL [0923-30] P0 BOX 7576 PENSACOLA, FL 32514

9171 9690 0935 0128 0696 10 RTN WCh #

> PATRICIA GUNTER [0923-30] 572 FILLY COURT CANTONMENT, FL 32533

9171 9690 0935 0128 0695 97 RTN

> ESTATE OF SHIRLEY J. HOWELL [0923-30] 9900 BLK N PALAFOX HWY PENSACOLA, FL 32534

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PATRICIA GUNTER [0923-30] 9901 N PALAFOX HWY PENSACOLA, FL 32534

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FLORIDA DEPT OF REVENUE [0923-30] 2205B LA VISTA AVE PENSACOLA FL 32504

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Clerk of the Circuit Court & Comptroller 221 Palafox Place, Suite 110

Pensacola, FL 32502

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SHIRLEY J HOWELL [0923-30]

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Clerk of the Circuit Court & Comptroller 221 Palafox Place, Suite 110 Pam Childers Pensacola, FL 32502 Official Records

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Clerk of the Circuit Court & Comptroller Official Records 221 Palafox Place, State 110
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AND EAB LEASING CORP [0923-30]

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Clerk of the Circuit Court & Comptroller 221 Palafox Place, Suite 110 Pam Childers Pensacola, FL 32502 Officiat/Records

ESTATE OF SHIRLEY J. HOWELL PENSACOLA, FL 32514 [0923-30] P0 BOX 7576

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Clerk of the Circuit Court & Comptroller 221 Palafox Place, Suite 110 Pam Childers Official Records

Pensacola, FL 32502

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PATRICIA GUNTER [0923-30] *572* FILLY COURT CANTONMENT, FL 32533

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# STATE OF FLORIDA

**County of Escambia** 

Before the undersigned authority personally appeared Michael P. Driver who is personally known to me and who on oath says that he is Publisher of The Escambia Sun Press, a weekly published at (Warrington) Pensacola in Escambia County, Florida; that the attached copy of advertisement, being a TAX DEED SALE NOTICE in the matter of

DATE - 09-06-2023 - CERTIFICATE # 00350

in the

CIRCUIT

Court

was published in said newspaper in the issues of

AUGUST 3, 10, 17, 24, 2023

Affiant further says that the said Escambia Sun-Press is a newspaper published at (Warrington) Pensacola, said Escambia County, Florida, and that the said newspaper has heretofore been continuously published in said Escambia County, Florida each week and has been entered as second class mail matter at the post office in Pensacola, in said Escambia and Santa Rosa Counties, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Will Page

Digitally signed by Michael P Driver
DN: c=US, o=The Escambia Sun Press LLC,
dnQualifier=A01410D00000181FD1A68F30006C09B, cn=Michael P
Driver
Date: 2023.08.24 09:24:09 -05'00'

**PUBLISHER** 

Sworn to and subscribed before me this <u>24TH</u> day of AUGUST

**A.D.,** 2023

Pather Tuttle

Digitally signed by Heather Tuttle
DN: c=US, o=The Escambia Sun Press LLC,
dnQualifier=A01410C000001890CD5793600064AAE, cn=Heather Tuttle
Date: 2023.08.24 09:38:37 -05'00'

HEATHER TUTTLE NOTARY PUBLIC



HEATHER TUTTLE Notary Public, State of Florida My Comm. Expires June 24, 2024 Commission No. HH4627

Page 1 of 1

# NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That AS-SEMBLY TAX 36 LLC holder of Tax Certificate No. 00350, issued the 1st day of June, A.D., 2021 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:

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TAX ACCOUNT NUMBER 014723000 (0923-30)

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Dated this 20th day of July 2023.

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 (SEAL) By: Emily Hogg Deputy Clerk

oaw-4w-08-03-10-17-24-2023

# **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: 014723000 Certificate Number: 000350 of 2021

Payor: BRETT GUNTER 27826 THUNDER ROAD ROBERTSDALE, AL 36567 Date 8/29/2023

Clerk's Check #

179892

Clerk's Total

\$490.20

Tax Collector Check #

1

Tax Collector's Total

\$3,251.42

Postage

**^--**

Ostage

\$72.10

Researcher Copies

\$0.00

Recording

\$10.00

Prep Fee

\$7.00

Total Received

\$3,830.72

\$ 3778.69

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

# **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 # 2021 TD 000350

Redeemed Date 8/29/2023

Name BRETT GUNTER 27826 THUNDER ROAD ROBERTSDALE, AL 36567

Clerk's Total = TAXDEED \$490.20

Due Tax Collector = TAXDEED \$3,251.42

Postage = TD2 \$72.10

ResearcherCopies = TD6 \$0.00

Release TDA Notice (Recording) = RECORD2 \$10.00

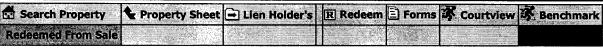
Release TDA Notice (Prep Fee) = TD4 \$7,00

• For Office Use Only

Date Docket Desc Amount Owed Amount Due Payee Name

**FINANCIAL SUMMARY** 

No Information Available - See Dockets





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

Tax Deed - Redemption Calculator
Account: 014723000 Certificate Number: 000350 of 2021

Redemption Yes 🗸	Application Date	4/17/2023	]	Interest Rate 18%	
	Final Redemption Payment ESTIMATED			Redemption Overpayment ACTUAL	
	Auction Date 9/6/2023			Redemption Date 8/29/2023	
Months	5		4		
Tax Collector	\$3,012.95		\$	3,012.95	
Tax Collector Interest	\$225.97		\$	180.78	
Tax Collector Fee	\$12.50			12.50	
Total Tax Collector	\$3,251.42	(	\$	3,206.23	
Record TDA Notice	\$17.00		\$	:17.00	
Clerk Fee	\$119.00	marrier a literatura	\$	119.00	
Sheriff Fee	\$120.00		\$	5120.00	
Legal Advertisement	\$200.00		\$	200.00	
App. Fee Interest	\$34.20		\$:	27.36	
Total Clerk	\$490.20	(	\$	483.36) CH	
Release TDA Notice (Recording)	\$10.00		\$	510.00	
Release TDA Notice (Prep Fee)	\$7.00	THE COLUMN TO TH	\$	57.00	
Postage	\$72.10		\$	572.10	
Researcher Copies	\$0.00		\$	50.00	
Total Redemption Amount	\$3,830.72	and the second s	\$	3,778.69	
	Repayment Overpayn Amount	ment Refund	\$	52.03	
I	1		#	40 redeemer	

Pam Childers CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY FLORIDA INST# 2023070553 8/29/2023 1:48 PM OFF REC BK: 9033 PG: 393 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 8973, Page 405, of Escambia County, for the tax certificate, tax deed, and property described below:

Tax Certificate No. Certificate No. 00350, issued the 1st day of June, A.D., 2021

TAX ACCOUNT NUMBER: 014723000 (0923-30)

DESCRIPTION OF PROPERTY:

BEG AT SW COR OF NW1/4 OF SEC ELY ALG CENTER LI OF A COUNTY RD 311 77/100 FT TO POB CONTINUE ELY ALG RD 153 38/100 FT N 25 DEG 58 MIN W 267 14/100 FT WLY 114 38/100 FT SLY 252 24/100 FT TO POB LESS RD R/W OR 2484 P 262

**SECTION 08, TOWNSHIP 1 S, RANGE 30 W** 

NAME IN WHICH ASSESSED: SHIRLEY J HOWELL

Dated this 29th day of August 2023.

COMPTROLL FOR

PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

# Clerk of the Circuit Court & Comptroller Pam Childers

221 Palafox Place, Suite 110 Official Records

Pensacola, FL 32502

PATRICIA GUNTER [0923-30] 1123 MOLINO RD **MOLINO, FL 32577** 

Gade 7/20

FIRST-CLASS MAIL

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