

IJ

CERTIFICATION OF TAX DEED APPLICATION

Sections 197.502 and 197.542, Florida Statutes

			- 1				0324-19	
Part 1: Tax Deed	Application Info	mation						
Applicant Name Applicant Address	TLGFY, LLC CAPITAL ONE, N.A., AS COLLATERAL ASSIGNEE OF TLGFY, LLC PO BOX 669139 DALLAS, TX 75266-9139				Application date		Jul 26, 2023	
Property description	HOWELL SHIRLEY 1800 W 9 1/2 MILE RD CANTONMENT, FL 32533				Certificate #		2021 / 357	
	11 W 9 1/2 MILE RD 01-4777-000 BEG AT A POINT 113 FT E OF SW COR OF LT 1 E ALG S LI OF LT 1 113 FT NWLY TO A POINT ON N LI OF LT 1 (Full legal attached.)				Date certificate issued		06/01/2021	
	es Owned by App				Applie	cation	· · · · · · · · · · · · · · · · · · ·	
Column 1 Certificate Numbe	er Date of Certif			olumn 3 unt of Certificate	Column 4 Interest		Column 5: Total (Column 3 + Column 4)	
# 2021/357	06/01/2	021		1,748.16	_	87.41	1,835.57	
→Part 2: Total*							1,835.57	
Part 3: Other Cer	rtificates Redeem	ed by App	olicant (O	ther than Co	unty)			
Column 1 Certificate Number	Column 2 Date of Other Certificate Sale	Date of Other Face Amount of Tax Collectors Face Interest				Total (Column 3 + Column 4 + Column 5)		
# 2023/379	06/01/2023		2,021.65		6.25 101.08		2,128.98	
# 2022/412	06/01/2022		1,882.40		6.25	94.12	1,982.77	
						Part 3: Total*	4,111.75	
Part 4: Tax Colle	ector Certified Am	nounts (Li	nes 1-7)					
1. Cost of all cert	ificates in applicant's	possessior	and other			d by applicant f Parts 2 + 3 above)	5,947.32	
2. Delinquent taxes paid by the applicant 0.						0.00		
3. Current taxes paid by the applicant 0.0							0.00	
4. Property information report fee 200.00							200.00	
5. Tax deed application fee 175.00								
6. Interest accrued by tax collector under s.197.542, F.S. (see Tax Collector Instructions, page 2) 0.00								
7. Total Paid (Lines 1-6) 6,322.3							6,322.32	
7.								
I certify the above ir	formation is true and that the property in				inforn	nation report fee, an	d tax collector's fees	

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

7\$6.25

Pa	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 I	here: Date of sale 03/06/2024 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.

BEG AT A POINT 113 FT E OF SW COR OF LT 1 E ALG S LI OF LT 1 113 FT NWLY TO A POINT ON N LI OF LT 1 192 FT E OF NW COR W 96 FT SELY TO POB OR 2484 P 260 BLK 5 S/D PLAT DB 67 P 345

APPLICATION FOR TAX DEED

Section 197.502, Florida Statutes

Application Number: 2300539

To: Tax Collector of ESCAMBIA COUNTY, Florida

I, TLGFY, LLC CAPITAL ONE, N.A., AS COLLATERAL ASSIGNEE OF TLGFY, LLC PO BOX 669139 DALLAS, TX 75266-9139,

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
01-4777-000	2021/357	06-01-2021	BEG AT A POINT 113 FT E OF SW COR OF LT 1 E ALG S LI OF LT 1 113 FT NWLY TO A POINT ON N LI OF LT 1 192 FT E OF NW COR W 96 FT SELY TO POB OR 2484 P 260 BLK 5 S/D PLAT DB 67 P 345

I agree to:

- pay any current taxes, if due and
- redeem all outstanding tax certificates plus interest not in my possession, and
- pay all delinquent and omitted taxes, plus interest covering the property.
- pay all Tax Collector's fees, property information report costs, Clerk of the Court costs, charges and fees, and Sheriff's costs, if applicable.

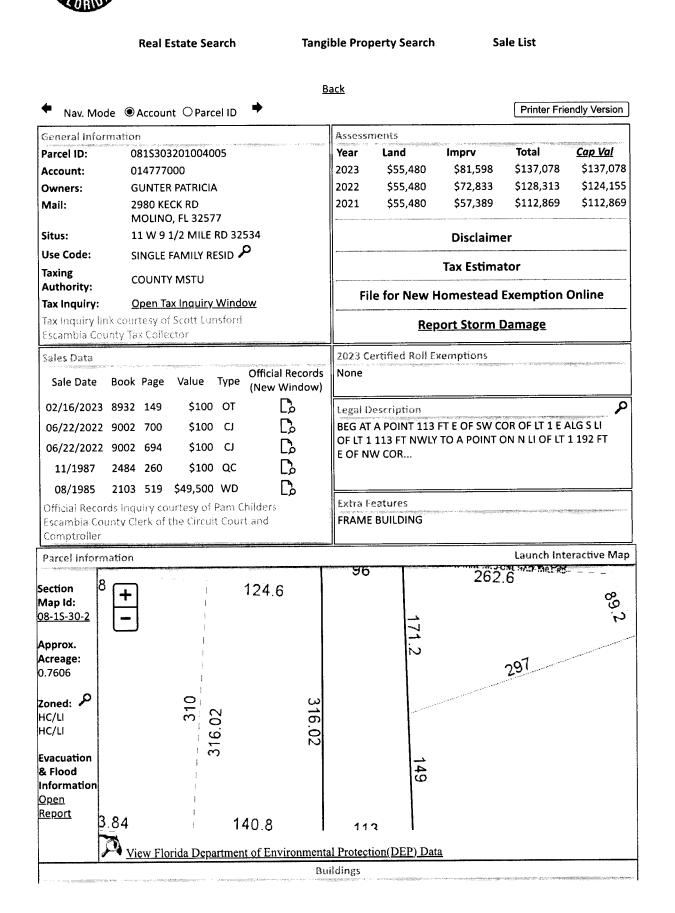
Attached is the tax sale certificate on which this application is based and all other certificates of the same legal description which are in my possession.

Electronic signature on file TLGFY, LLC CAPITAL ONE, N.A., AS COLLATERAL ASSIGNEE OF TLGFY, LLC PO BOX 669139 DALLAS, TX 75266-9139

> 07-26-2023 Application Date

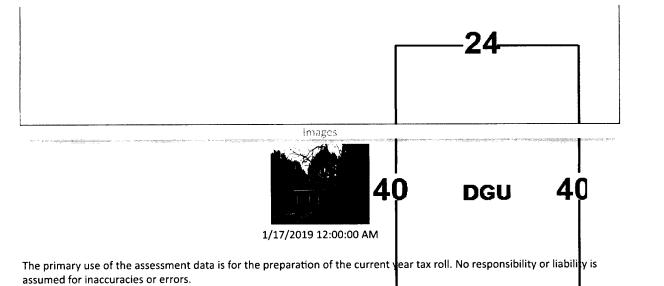
Applicant's signature

Chris Jones Escambia County Property Appraiser

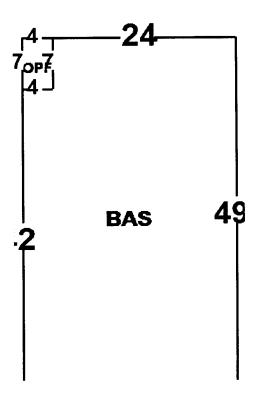


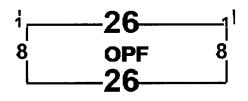
Structural Elements DECOR/MILLWORK-AVERAGE DWELLING UNITS-1 EXTERIOR WALL-ALUMINUM SIDING FLOOR COVER-PINE/SOFTWOOD FOUNDATION-WOOD/NO SUB FLR HEAT/AIR-CENTRAL H/AC INTERIOR WALL-DRYWALL-PLASTER NO. PLUMBING FIXTURES-3 NO. STORIES-1 ROOF COVER-COMPOSITION SHG ROOF FRAMING-GABLE STORY HEIGHT-0 STRUCTURAL FRAME-WOOD FRAME

Areas - 2540 Total SF BASE AREA - 1344 DET GARAGE UNF - 960 OPEN PORCH FIN - 236



Last Updated:08/16/2023 (tc.6624)





Pam Childers CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY FLORIDA INST# 2023067693 8/18/2023 3:56 PM OFF REC BK: 9028 PG: 396 Doc Type: TDN

NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That **TLGFY LLC** holder of **Tax Certificate No. 00357**, 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 A POINT 113 FT E OF SW COR OF LT 1 E ALG S LI OF LT 1 113 FT NWLY TO A POINT ON N LI OF LT 1 192 FT E OF NW COR W 96 FT SELY TO POB OR 2484 P 260 BLK 5 S/D PLAT DB 67 P 345

SECTION 08, TOWNSHIP 1 S, RANGE 30 W

TAX ACCOUNT NUMBER 014777000 (0324-19)

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

SHIRLEY 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 March, which is the **6th day of March 2024.**

Dated this 18th day of August 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

By: Emily Hogg Deputy Clerk



PROPERTY INFORMATION REPORT

3050 Concho Drive, Pensacola, Florida 32507 | Phone: 850-466-3077

THE ATTACHED REPORT IS ISSUED TO:

SCOTT LUNSFORD, ESCAMBIA COUNTY TAX COLLECTOR

 TAX ACCOUNT #:
 01-4777-000
 CERTIFICATE #:
 2021-0357

THIS REPORT IS NOT TITLE INSURANCE. THE LIABILITY FOR ERRORS OR OMISSIONS IN THIS REPORT IS LIMITED TO THE PERSON(S) EXPRESSLY IDENTIFIED BY NAME IN THE PROPERTY INFORMATION REPORT AS THE RECIPIENT(S) OF THE PROPERTY INFORMATION REPORT.

The attached Report prepared in accordance with the instructions given by the user named above includes a listing of the owner(s) of record of the land described herein together with current and delinquent ad valorem tax information and a listing and copies of all open or unsatisfied leases, mortgages, judgments and encumbrances recorded in the Official Record Books of Escambia County, Florida that appear to encumber the title to said land as listed on page 2 herein. It is the responsibility of the party named above to verify receipt of each document listed. If a copy of any document listed is not received, the office issuing this Report must be contacted immediately.

This Report is subject to: Current year taxes; taxes and assessments due now or in subsequent years; oil, gas, and mineral or any subsurface rights of any kind or nature; easements, restrictions and covenants of record; encroachments, overlaps, boundary line disputes, and any other matters that would be disclosed by an accurate survey and inspection of the premises.

This Report does not insure or guarantee the validity or sufficiency of any document attached, nor is it to be considered a title insurance policy, an opinion of title, a guarantee of title, or as any other form of guarantee or warranty of title.

Use of the term "Report" herein refers to the Property Information Report and the documents attached hereto.

Period Searched: December 1, 2003 to and including December 1, 2023 Abstractor: Pam Alvarez

BY

M.Cal ph V

Michael A. Campbell, As President Dated: December 18, 2023

PROPERTY INFORMATION REPORT CONTINUATION PAGE

December 18, 2023 Tax Account #: **01-4777-000**

1. The Grantee(s) of the last deed(s) of record is/are: PATRICIA GUNTER

By Virtue of Personal Representative's Release and Certification of Destribution of Real Property recorded 7/5/2023 in OR 9002/694

- 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 Banker's Leasing Association, a division of EAB Leasing Corp recorded 01/28/2003 OR 5057/1292
 - b. Judgment in favor of Primus Automotive Financial Servis Inc recorded 5/31/2012 OR 6863/1563
 - c. Tax Warrant in favor of Florida Department of Revenue recorded 3/9/2023 OR 8941/634
- 4. Taxes:

Taxes for the year(s) 2020-2022 are delinquent. Tax Account #: 01-4777-000 Assessed Value: \$137,078.00 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.

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	.: MAR 6, 2024
TAX ACCOUNT #:	01-4777-000
CERTIFICATE #:	2021-0357

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
	\boxtimes
	\boxtimes

Notify City of Pensacola, P.O. Box 12910, 32521 Notify Escambia County, 190 Governmental Center, 32502 Homestead for <u>2023</u> tax year.

ESTATE OF SHIRLEY HOWELL PATRICIA GUNTER 11 W 9 1/2 MILE RD CANTONMENT, FL 32534

PRIMUS AUTOMOTIVE FINANCIAL SERVICES PO BOX 6508 MESA, AZ 85216-6508

FLORIDA DEPARTMENT OF REVENUE PENSACOLA SERVICE CENTER 2205 LA VISTA AVE SUITE B PANSACOLA, FL 32504-8210 ESTATE OF SHIRLEY HOWELL PATRICIA GUNTER 1800 WEST 9 1/2 MILE ROAD CANTONMENT, FL 32533

PATRICIA GUNTER 2980 KECK RD MOLINO, FL 32577

BANKERS LEASING ASSOCIATION A DIVISION OF EAB LEASING CORP. 4201 LAKE COOD RD NORTHBROOK, IL 60062

Certified and delivered to Escambia County Tax Collector, this 18th day of December, 2023. PERDIDO TITLE & ABSTRACT, INC.

MALAL Jule V

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

December 18, 2023 Tax Account #:01-4777-000

LEGAL DESCRIPTION EXHIBIT "A"

BEG AT A POINT 113 FT E OF SW COR OF LT 1 E ALG S LI OF LT 1 113 FT NWLY TO A POINT ON N LI OF LT 1 192 FT E OF NW COR W 96 FT SELY TO POB BLK 5 S/D PLAT DB 67 P 345 OR 9002 P 694

SECTION 08, TOWNSHIP 1 S, RANGE 30 W

TAX ACCOUNT NUMBER 01-4777-000(0324-19)

ABSTRACTOR'S NOTE: WE CAN NOT CERTIFY LEGAL AS WRITTEN ON TAX ROLL WITHOUT A CURRENT SURVEY. Recorded in Public Records 7/5/2023 2:19 PM OR Book 9002 Page 694, Instrument #2023052745, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording \$27.00

> Prepared by and return to: Jason A. Waddell 1108-A North 12th Avenue Pensacola, FL 32501

The preparer of this certification of distribution represents that:

This has been prepared at the express direction of the Personal Representative solely from the legal description provided to the preparer by the Grantor and Grantee; that no title search, survey, or inspection of the property described below has been performed by the preparer; title to the property described below has not been examined by the preparer; and that the preparer makes no representation, warranties or guarantees whatsoever as to the status of the title to or ownership of said property.

PERSONAL REPRESENTATIVE'S RELEASE AND CERTIFICATION OF DISTRIBUTION OF REAL PROPERTY

The undersigned, Gary Brett Gunter, whose address is 28276 Thunder Road, Robertsdale, AL 36537, Personal Representative of the Estate of Shirley J. Howell, hereby acknowledges that title to the real property located in Escambia County, Florida, described as 9900 Block, N. Palafox Highway, Pensacola, FL 32534, and more fully described in Exhibit "A" attached hereto, and with Property Appraiser's Parcel Identification Number 081S302302000002 (the "Property"), vested in Patricia Gunter, whose post office address is 1800 West 9 1/2 Mile Road, Cantonment, FL 32533, (the "Beneficiary) by operation of law as of the date of the decedent's death pursuant to Florida law as will more fully appear from the proceedings in the Circuit Court for Escambia County, Florida, Probate Division, in File No. 2021 CP 1825 subject to the rights of the Personal Representative under Florida Statutes Sections 733.607 and 733.608 to:

- 1. take possession and control of the Property;
- 2. use, sell, encumber or otherwise exercise control over the Property:
 - (a) for the payment of devisees, debts, family allowance, estate and inheritance taxes, claims, charges, and expenses of administration;
 - (b) to enforce contribution and equalize advancement;
 - (c) for distribution.

Having determined that the Property is not needed for any of the foregoing purposes, except distribution, and that the Property should be released and distributed to the Beneficiary, the Personal Representative hereby releases the Property from all rights and powers of the Personal Representative and acknowledges that the Property is vested in Patricia Gunter, free of all rights of the Personal Representative.

IN WITNESS WHEREOF, the undersigned, as Personal Representative of the Estate of the Decedent, has executed this instrument on this 2004 day of June, 2022.

Gary Brett Ganter, Personal Representative of the Estate of Shirley J. Howell, deceased

Signed in the presence of:

Norma lean Dorsey 1108-A North 12th Avenue Pensacola, FL 32501 Witness to Grantor Signed in the presence of:

Stephanie White 1108-A North 12th Avenue Pensacola, FL 32501 Witness to Grantor

STATE OF FLORIDA COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me, by means of physical presence, this 22^{M} day of June, 2022, by Gary Brett Gunter, who has produced Florida Driver License as identification.

NORMA JEAN DORSEY MY COMMISSION # HH75021 EXPIRIES December 27 \sim

lotary Public - State of Florida

EXHIBIT "A"

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 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, as described in Official Record Book 2103 at Page 519 of the Public Records of Escambia County, Florida.



OR BK 5057 PG1292 Escambia County, Flerida INSTRUMENT 2003-053213 NTE DC STANDS PD 0 ESC CO 42310.00 01/28/03 ENNE LEE MONA CLERK By: 2000 WWW

INTANGIBLE TAX PD @ ESC CD \$1320.00 01/28/03 EINNE LEE-MAGNAD CLERK By: _______

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

STATE OF FLORIDA COUNTY OF ESCAMBIA

MORTGAGE AND HYPOTHECATION SECURITY AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, That <u>DAVID H. HOWELL</u>, also known as Dave Howell, <u>AND</u> <u>SHIRLEY HOWELL</u>, also known as <u>Shirley J. Howell</u>, <u>husband and wife</u>, <u>hereinafter called Mortgagor</u>, for and in consideration of the sum of <u>Six Hundred Sixty Thousand and 00/100</u> Dollars, (<u>\$660,000.00</u>) to them in hand paid by <u>BANKERS LEASING ASSOCIATION</u>, a division of <u>EAB Leasing Corp.</u>, whose mailing address is: <u>4201 Lake Cook Road</u>, <u>Northbrook</u>, <u>IL 60062</u>, 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 Mortgage forever, the following described real estate, situate, lying and being in the County of <u>Escambia</u>, 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 personal property interest in the foregoing described tangible and intangible personal property 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 thereof, with the appurtenances of Mortgagor in and to the same, and every part and parcel 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 Mortgagoe at all times peaceably and quietity 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 Mortgagoe as may reasonably be required;

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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 shall not exceed a maximum principal amount of \$660,000.00 plus interest, and any disbursements made by Mortgage 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, includied 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 Mortgagee; (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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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 abled 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 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 thortgaged Property, all and singular, and of such rents, income, profits, issues and revenues thereof, from whatsoever source derived; 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 Mortgage and that such rents, profits, income, issues and revenues shall be applied by 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 liability 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 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 of

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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 Property 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 appliances

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, pollutants, 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 or any real property adjacent to or in the immediate vicinity of the Mortgaged Property or any real property adjacent to or in the immediate vicinity of the Mortgaged Property or any real property adjacent to or in the immediate vicinity of the Mortgaged Property or any real property adjacent to or in the immediate vicinity of the Mortgaged Property or any real property adjacent to or in the immediate vicinity

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,

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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 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 Mortgages 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 of the loan secured by this mortgage, even though the lien or encumbrances are to be paid from such

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 12m day of January, 2003.

Signed, sealed and delivered in the presence of:

Sally Bussell

David H. Howell, also known as Dave Howell

An us (Cil, also known as Shirley J. Howell

STATE OF FLORIDA COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this <u>134</u> 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 <u>Florida Drima Licenses</u> as identification.

US Pasaper as to mine

BALIX C. BUSSELL Notary Public - State of Florida My Commission Expires September 29, 2003 Comm. No. CC 353396 Sally Busel Notary Public.

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Exhibit A

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

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

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

PARCEL 13

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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*17'58" 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 6, 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; 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. of Pensacola Farm Land Company's Subdivision; thence South. 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 00~19'17" West along said West line of Section along said South line of County Road for 222.44 feet to the POINT OF BEGINNING.

PARCEL 111:

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" West along the West line of said Section for 20.00 fest to the South right of way line of 9 1/2 Mile Road (40' R/W) and POINT OF BEGINNING; thence South 87°17'58" East along said South right of way line for 124.60 feet; thence South 02^55'43" 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 fest 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 line for 333.19 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.

Recorded in Public Records 05/31/2012 at 09:00 AM OR Book 6863 Page 1563, Instrument #2012042061, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording \$10.00

> IN THE COUNTY COURT IN AND FOR ESCAMBIA COUNTY, FLORIDA CASE NO: 2001-SC-5407 DIVISION: CLERK OF CIRCUIT COURT CLERK OF CIRCUIT COURT

DR BK 4885 P80670 Escasbia County, Florida INSTRUMENT 2002-953167

RCD Apr 12, 2002 09:19 am Escambia County, Florida

ERNIE LEE MAGAHA Clerk of the Circuit Court INSTRUMENT 2002-953167

PRIMUS AUTOMOTIVE FINANCLALAPREFUTIPES; bnc., a corporation Plaintiff, vs. SHIRLEY HOWELL CIVIL DIVISION

Defendant.

FINAL JUDGMENT

The Court finding that the Defendant, SHIRLEY HOWELL, indebted to the Plaintiff in the sum of \$3999.29, it is:

ADJUDGED that the Plaintiff, PRIMUS AUTOMOTIVE FINANCIAL SERVICES, INC., a corporation, recover from the Defendant, SHIRLEY HOWELL, the principal sum of \$3999.29, and prejudgment interest of \$310.63, with costs of \$114.50, and attorneys fees of \$460 Address total of \$4874.42 that shall bear interest at the rate of 9% year, for all of the above let execution issue.

Q DONE AND ORDERED at PENSACOLA, ESCAMBIA County, Florida this day of April , 2002.

Copies furnished to:

James C. Bray Attorney for Plaintiff BRAY & SINGLETARY, P.A. P.O. Box 53197 Jacksonville, Fl 32201 PHONE: (904) 356-2729

SHIRLEY HOWELL Defendant

7201 BRUNER ST APT 11E PENSACOLA, FL 32526 PLAINTIFF'S ADDRESS (FS 55.10)

PRIMUS AUTOMOTIVE FINANCIAL SERVICES AMERICAN ROAD RECOVERY PO BOX 6508 MESA, AZ 85216-6508

CERTIFIED TO BE A TRUE DOLY ORTHE ORIGINAL ON FILE IN THIS COMPLET SS MY HAND AND OFFICIAL SEA. ERNIE LEE MAGAHA, CLERK BIT COURT AND COUNTY COURT ESCAMBIA COUNTY, FLORIDA" COUN

Recorded in Public Records 3/9/2023 8:13 AM OR Book 8941 Page 634, Instrument #2023018315, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording \$10.00



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 #	:		
FEIN	1		
Warrant #	: 213.29/2999225		
Re: Warrant(s) issu	ed 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 ofEscar	mbia	, is indebted to the Departmen	t of Revenue, State of
	TAX	\$		
	PENALTY	\$8	0,241.70	
	INTEREST	\$		
	TOTAL	\$ 8	0,241.70	
	FEE(S)	\$ 2	20.00	
	GRAND TOTAL	\$ 8	0,261.70	

For returns due on or before December 31, 1999, interest is due at the rate of 12% per annum. For returns due on or after January 1, 2000, a floating rate of interest applies in accordance with section 213.235, Florida Statutes.

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Witness my hand and official seal in this City of	Pensacola , Escambia County, Florida,
	Jim Zingale
	Executive Director Department of Revenue, State of Florida
	This instrument prepared by:
STHE STAN	(DOD) a lan
	Authorized Agent
60.850 F72 A	Please bill to:
	Pensacola Service Center
	2205 La Vista Ave, Suite B
No. S.	Pensacola FL 32504-8210
OD WE THAT	DR-7
	R. 04/1

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STATE OF FLORIDA COUNTY OF ESCAMBIA

CERTIFICATE OF NOTICE OF MAILING NOTICE OF APPLICATION FOR TAX DEED

CERTIFICATE # 00357 of 2021

I, PAM CHILDERS, CLERK OF THE CIRCUIT COURT OF ESCAMBIA COUNTY, FLORIDA, do hereby certify that I did on January 18, 2024, mail a copy of the foregoing Notice of Application for Tax Deed, addressed to:

SHIRLEY HOWELLPATRICIA GUNTER1800 W 9 1/2 MILE RD2980 KECK RDCANTONMENT FL 32533MOLINO, FL 32577

PATRICIA GUNTERESTATE OF SHIRLEY HOWELL11 W 9 1/2 MILE RD11 W 9 1/2 MILE RDCANTONMENT, FL 32534CANTONMENT, FL 32534

PRIMUS AUTOMOTIVE FINANCIAL SERVICESBANKERS LEASING ASSOCIATION A DIVISION OF EAB LEASING CORP.P0 BOX 65084201 LAKE COOD RDMESA, AZ 85216-6508NORTHBROOK, IL 60062

FLORIDA DEPT OF REVENUE 2205B LA VISTA AVE PENSACOLA FL 32504

WITNESS my official seal this 18th day of January 2024.



By: Emily Hogg Deputy Clerk

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 March 6, 2024, 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 **TLGFY LLC** holder of **Tax Certificate No. 00357**, 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 A POINT 113 FT E OF SW COR OF LT 1 E ALG S LI OF LT 1 113 FT NWLY TO A POINT ON N LI OF LT 1 192 FT E OF NW COR W 96 FT SELY TO POB OR 2484 P 260 BLK 5 S/D PLAT DB 67 P 345

SECTION 08, TOWNSHIP 1 S, RANGE 30 W

TAX ACCOUNT NUMBER 014777000 (0324-19)

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

SHIRLEY 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 March, which is the 6th day of March 2024.

Dated this 12th day of January 2024.

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.



By: Emily Hogg Deputy Clerk

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 March 6, 2024, 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 **TLGFY LLC** holder of **Tax Certificate No. 00357**, 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 A POINT 113 FT E OF SW COR OF LT 1 E ALG S LI OF LT 1 113 FT NWLY TO A POINT ON N LI OF LT 1 192 FT E OF NW COR W 96 FT SELY TO POB OR 2484 P 260 BLK 5 S/D PLAT DB 67 P 345

SECTION 08, TOWNSHIP 1 S, RANGE 30 W

TAX ACCOUNT NUMBER 014777000 (0324-19)

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

SHIRLEY 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 March, which is the **6th** day of March 2024.

Dated this 12th day of January 2024.

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.

Post Property:

11 W 9 1/2 MILE RD 32534



By: Emily Hogg Deputy Clerk

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Personal Services:

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



By: Emily Hogg Deputy Clerk

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Personal Services:

PATRICIA GUNTER 2980 KECK RD MOLINO, FL 32577



By: Emily Hogg Deputy Clerk

ESCAMBIA COUNTY SHERIFF'S OFFICE ESCAMBIA COUNTY, FLORIDA

NON-ENFORCEABLE RETURN OF SERVICE 0324-19

Agency Number: 24-002967

Document Number: ECSO24CIV002492NON Court: TAX DEED County: ESCAMBIA Case Number: CERT NO 00357 2021

Attorney/Agent:

PAM CHILDERS CLERK OF COURT TAX DEED

Plaintiff: RE: SHIRLEY HOWELL Defendant:

Type of Process: NOTICE OF APPLICATION FOR TAX DEED

Received this Writ on 1/19/2024 at 8:47 AM and served same at 9:56 AM on 1/22/2024 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

C. CEPHAS, CPS

By:

Service Fee: \$40.00 Receipt No: BILL

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 March 6, 2024, 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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Post Property: PAM CHILDERS CLERK OF THE CIRCUIT COURT 11 W 9 1/2 MILE RD 32534 ESCAMBIA COUNTY, FLORIDA By: **Emily Hogg** Deputy Clerk

ESCAMBIA COUNTY SHERIFF'S OFFICE ESCAMBIA COUNTY, FLORIDA

NON-ENFORCEABLE RETURN OF SERVICE 0824-19

Agency Number: 24-002966

Document Number: ECSO24CIV002490NON Court: TAX DEED County: ESCAMBIA Case Number: CERT NO 00357 2021

Attorney/Agent:

PAM CHILDERS CLERK OF COURT TAX DEED

Plaintiff: RE: SHIRLEY HOWELL Defendant:

Type of Process: NOTICE OF APPLICATION FOR TAX DEED

Non-Executed

Received this Writ on 1/19/2024 at 8:47 AM and after a diligent search in ESCAMBIA COUNTY, FLORIDA for SHIRLEY HOWELL, Writ was returned to court UNEXECUTED on 1/22/2024 for the following reason:

SUBJECT NO LONGER LIVES AT 1800 W 9 1/2 MILE RD.

CHIP W SIMMONS, SHERIFF ESCAMBIA COUNTY, FLORIDA

By:

C. CEPH , CPS Service Fee: \$40.00 Receipt No: BILL

Printed By: MRM

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 March 6, 2024, 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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PAM CHILDERS

Personal Services:

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



CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA By:

Emily Hogg Deputy Clerk



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By: Emily Hogg Deputy Clerk

ESCAMBIA COUNTY SHERIFF'S OFFICE ESCAMBIA COUNTY, FLORIDA

1.

NON-ENFORCEABLE RETURN OF SERVICE 0324-19

Document Number: ECSO24CIV002608NON Court: TAX DEED County: ESCAMBIA Case Number: CERT NO 00357 2021

Agency Number: 24-003006

Attorney/Agent:

PAM CHILDERS CLERK OF COURT TAX DEED

Plaintiff: RE: SHIRLEY HOWELL Defendant:

Type of Process: NOTICE OF APPLICATION FOR TAX DEED

Substitute

Received this Writ on 1/19/2024 at 8:50 AM and served same on PATRICIA GUNTER , in ESCAMBIA COUNTY, FLORIDA, at 8:20 AM on 1/25/2024 by leaving a true copy of this Writ together with a copy of the initial pleadings, if any, with the date and hour of service endorsed thereon by me, at the within named individual's usual place of abode, with a person residing therein who is 15 years of age, or older, to wit: LINDSEY WILLIAMS, DAUGHTER IN LAW, as a member of the household and informing said person of their contents.

CHIP W SIMMONS, SHERIFF								
	ESCAMBIA COUNTY, FLOBIDA							
	110	Ja. Ma						
By:	York	Alte	316					
	/ / J.	PARENTE, DEP						

Service Fee: \$40.00 Receipt No: BILL

Printed By: LCMITCHE

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Personal Services:

PATRICIA GUNTER 2980 KECK RD MOLINO, FL 32577



PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

By: Emily Hogg Deputy Clerk

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PATRICIA GUNTER [0324-19] 2980 KECK RD MOLINO, FL 32577

SHIRLEY HOWELL [0324-19] 1800 W 9 1/2 MILE RD CANTONMENT FL 32533

9171 9690 0935 0128 0729 31

ESTATE OF SHIRLEY HOWELL [0324-19] 11 W 9 1/2 MILE RD CANTONMENT, FL 32534

11 W 9 1/2 MILE RD CANTONMENT, FL 32534

9171 9690 0935 0128 0729 55

BANKERS LEASING ASSOCIATION A DIVISION OF EAB LEASING CORP. [0324-19] 4201 LAKE COOD RD

9171 9690 0935 0128 0729 86

NORTHBROOK, IL 60062

PRIMUS AUTOMOTIVE FINANCIAL SERVICES [0324-19] P0 BOX 6508 MESA, AZ 85216-6508

FLORIDA DEPT OF REVENUE [0324-19] 2205B LA VISTA AVE

PENSACOLA FL 32504

contact

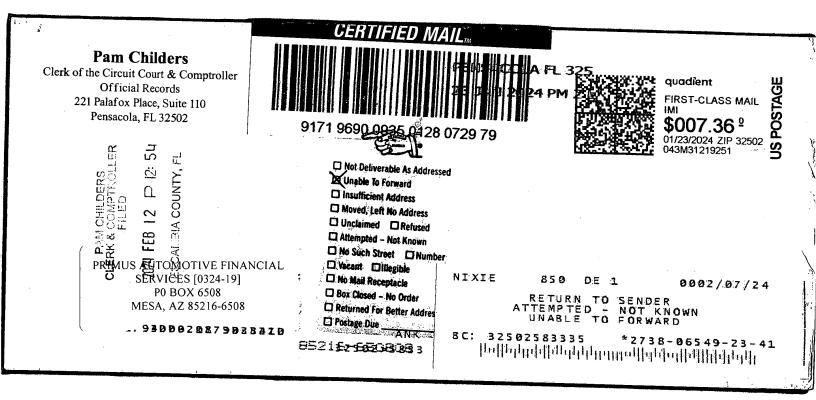
9171 9690 0935 0128 0729 93

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PATRICIA GUNTER [0324-19]

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GUNTER PATRICIA 2980 KECK RD			OUTSTAN	IDING	AMOUNT IF	PAID BY	
MOLINO, FL 3257	7				AMOUNT IF	PAID BY	

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PUBLISHED WEEKLY SINCE 1948 (Warrington) Pensacola, Escambia County, Florida

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 newspaper 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 - 03-06-2024 - TAX CERTIFICATE #'S 00357 CIRCUIT in the Court was published in said newspaper in the issues of

Escambia

FEBRUARY 1, 8, 15, 22, 2024

Affiant further says that the said Escambia Sun-Press is a newspaper published at (Warrington) Pensacola, in 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.

Digitally signed by Heather Tuttle DN: c=US, o=The Escambia Sun Press LLC, dnQualifier=A01410C000001890CD5793600064AAE, cn=Heather Tuttle Date: 2024.02.22 12:00:09-06'00'

PUBLISHER

Sworn to and subscribed before me this <u>22ND</u> day of <u>FEBRUARY</u> A.D., 2024

In the Suttle

Digitally signed by Heather Tuttle DN: c=US, o=The Escambia Sun Press LLC, dnQualifier=A01410C000001890CD5793600064AAE, cn=Heather Tuttle Date: 2024.02.22 12:38:20 -06'00'

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 TLGFY LLC holder of Tax Certificate No. 00357, 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 014777000 (0324-19)

The assessment of the said property under the said certificate issued was in the name of SHIRLEY 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 March, which is the 6th day of March 2024.

Dated this 18th day of January 2024.

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-02-01-08-15-22-2024

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: 014777000 Certificate Number: 000357 of 2021

Payor: GARY BRETT GUNTER 1800 W 9 1/2 MILE RD CANTONMENT FL 32533 Date 3/5/2024

Clerk's Check #238579Tax Collector Check #1

Clerk's Total	\$510.72			
Tax Collector's Total	\$7,087.25			
Postage	\$51.80			
Researcher Copies	\$0.00			
Recording	\$10.00			
Prep Fee	\$7.00			
Total Received	\$7,666.77			

PAM CHILDER Clerk of the Cir		\frown	
Received By: Deputy Clerk	mart		

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# 2024016323 3/5/2024 1:01 PM OFF REC BK: 9112 PG: 799 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 9028, Page 396, of Escambia County, for the tax certificate, tax deed, and property described below:

Tax Certificate No. Certificate No. 00357, issued the 1st day of June, A.D., 2021

TAX ACCOUNT NUMBER: 014777000 (0324-19)

DESCRIPTION OF PROPERTY:

BEG AT A POINT 113 FT E OF SW COR OF LT 1 E ALG S LI OF LT 1 113 FT NWLY TO A POINT ON N LI OF LT 1 192 FT E OF NW COR W 96 FT SELY TO POB OR 2484 P 260 BLK 5 S/D PLAT DB 67 P 345

SECTION 08, TOWNSHIP 1 S, RANGE 30 W

NAME IN WHICH ASSESSED: SHIRLEY HOWELL

Dated this 5th day of March 2024.



PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

By: Emily Hogg Deputy Clerk