## **APPLICATION FOR TAX DEED**

Section 197.502, Florida Statutes

512 R. 12/16

Application Number: 2300277

To: Tax Collector	of ESCAMBIA COUNTY	, Florida
I, ATCF II FLORIDA- <i>I</i>	A II C	
PO BOX 69239 BALTIMORE, MD	,	

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
02-0115-700	2021/391	06-01-2021	BEG AT SW COR OF SEC N 0 DEG 0 MIN 3 SEC W ALG W LI 859 65/100 FT N 89 DEG 15 MIN 8 SEC E 424 17/100 FT FOR POB CONT N 89 DEG 15 MIN 8 SEC E ALG S LI 236 73/100 FT TO E LI OF LT 6 BLK 5 NATIONAL LAND SALES S/D S 0 DEG 23 MIN 26 SEC E ALG E LI OF SD LT 6 194 55/100 FT TO SE COR OF SD LT 6 S 89 DEG 10 MIN 30 SEC W ALG S LI 40 67/100 FT TO SE COR OF PARC DESC IN OR 918 P 537 N 0 DEG 0 MIN 3 SEC W ALG E LI OF SD PARC 70 01/100 FT TO NE COR OF SD PARC S 89 DEG 10 MIN 30 SEC W ALG N LI 196 52/100 FT TO SE COR OF PARC DESC IN OR 319 P 37 N 0 DEG 0 MIN 3 SEC W ALG E LI OF SD PARC 90 01/100 FT TO NE COR OF SD PARC 90 01/100 FT TO NE COR OF SD PARC N 1 DEG 25 MIN 27 SEC W 34 87/100 FT TO POB OR 5544 P 1719

## 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	e on file
ATCF II FLORIDA-	A, LLC
PO BOX 69239	·
BALTIMORE, MD	21264-9239

04-26-2023 Application Date

Applicant's signature

Par	t 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.	25,574.50
16.	Statutory opening bid (total of Lines 7, 14, 15, and 16 if applicable)	
Sign I	Signature, Clerk of Court or Designee  Date of sale 02/07/	2024

### **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 SW COR OF SEC N 0 DEG 0 MIN 3 SEC W ALG W LI 859 65/100 FT N 89 DEG 15 MIN 8 SEC E 424 17/100 FT FOR POB CONT N 89 DEG 15 MIN 8 SEC E ALG S LI 236 73/100 FT TO E LI OF LT 6 BLK 5 NATIONAL LAND SALES S/D S 0 DEG 23 MIN 26 SEC E ALG E LI OF SD LT 6 194 55/ 100 FT TO SE COR OF SD LT 6 S 89 DEG 10 MIN 30 SEC W ALG S LI 40 67/100 FT TO SE COR OF PARC DESC IN OR 918 P 537 N 0 DEG 0 MIN 3 SEC W ALG E LI OF SD PARC 70 01/ 100 FT TO NE COR OF SD PARC S 89 DEG 10 MIN 30 SEC W ALG N LI 196 52/100 FT TO SE COR OF PARC DESC IN OR 319 P 37 N 0 DEG 0 MIN 3 SEC W ALG E LI OF SD PARC 90 01/100 FT TO NE COR OF SD PARC N 1 DEG 25 MIN 27 SEC W 34 87/100 FT TO POB OR 5544 P 1719



## **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

0224-10

Part 1: Tax Deed	Appli	cation Inform	nation						000-1-10
Applicant Name Applicant Address	ATCF II FLORIDA-A, LLC				Applica	ation date		Apr 26, 2023	
Property description	DAVIS GWENDOLYN Y			Certificate #			2021 / 391		
	1545 KATIE MAE LN 02-0115-700 BEG AT SW COR OF SEC N 0 DEG 0 MIN 3 SEC W ALG W LI 859 65/100 FT N 89 DEG 15 MIN 8 SEC E 424 17/100 (Full legal attached.)				Date certificate issued		sued	06/01/2021	
Part 2: Certificat	es Ow	ned by Appl	icant an	d Filed wi	th Tax Deed	Applic	ation		
Column 1 Certificate Numbe	er	Column Date of Certific			olumn 3 unt of Certificate		Column 4 Interest		Column 5: Total (Column 3 + Column 4)
# 2021/391		06/01/20	21		525.80			26.29	552.09
# 2021/7022		06/01/20	21	595.36			29.77		625.13
							→Part 2:	Total*	1,177.22
Part 3: Other Ce	rtificat	es Redeeme	d by Ap	plicant (O	ther than Co	unty)		,	
Column 1 Certificate Number	Da	te of Other tificate Sale	Face A	umn 3 mount of Certificate	Column 4 Tax Collector's I	Fee	Column Interes		Total (Column 3 + Column 4 + Column 5)
# 2022/456	06	6/01/2022		542.19	542.19			27.11	575.55
				Part 3: Total*		575.55			
Part 4: Tax Colle	ector C	Certified Am	ounts (L	ines 1-7)					
Cost of all certificates in applicant's possession and other certificates redeemed by applicant     (*Total of Parts 2 + 3 above)					1,752.77				
2. Delinquent tax	es paid	by the applica	nt						0.00
3. Current taxes p	paid by	aid by the applicant			480.31				
4. Property inform	nation re	on report fee				200.00			
5. Tax deed appli	cation f	cation fee				175.00			
6. Interest accrue	ed by tax collector under s.197.542, F.S. (see Tax Collector Instructions, page 2) 0.0								
7.						Tota	i Paid (Lin	es 1-6)	2,608.08
I certify the above in have been paid, and						/ informa	ation repor	t fee, ar	nd tax collector's fees
Sign here:	77	Cassion or Design	ly		110	Da	Escambia te <u>May</u>	a, Florid 31st, 2	

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

+ \$12.50

**Real Estate Search** 

**Tangible Property Search** 

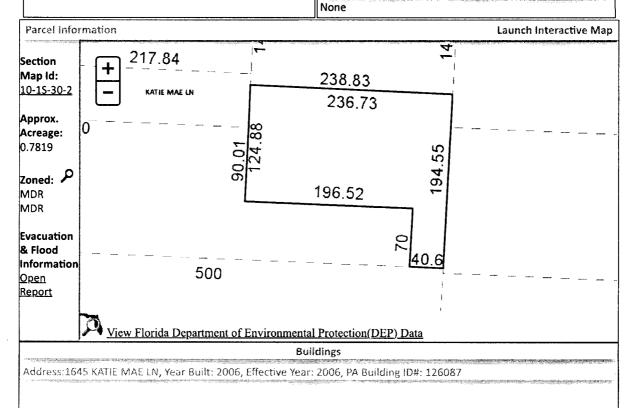
Sale List

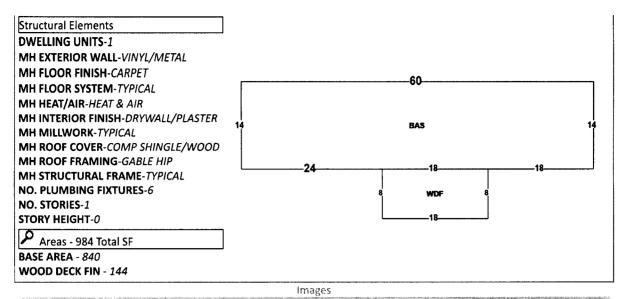
**Back** 

Nav. Mode 

Account 

Parcel ID Printer Friendly Version General Information Assessments Parcel ID: 101\$301101065005 Year Land Imprv Total Cap Val Account: 020115700 2022 \$28,472 \$40,111 \$68,583 \$51,149 Owners: DAVIS GWENDOLYN Y 2021 \$28,472 \$33,495 \$49,660 \$61,967 Mail: 1645 KATIE MAE LN 2020 \$48,975 \$28,472 \$30,431 \$58,903 PENSACOLA, FL 32534 Situs: 1645 KATIE MAE LN 32534 Disclaimer MOBILE HOME 🔑 **Use Code: Tax Estimator** Taxing **COUNTY MSTU Authority:** File for New Homestead Exemption Online Tax Inquiry: **Open Tax Inquiry Window** Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector Sales Data 2022 Certified Roll Exemptions Official Records HOMESTEAD EXEMPTION Sale Date Book Page Value Type (New Window) Legal Description 12/2004 5544 1719 \$100 QC BEG AT SW COR OF SEC N 0 DEG 0 MIN 3 SEC W ALG W Official Records Inquiry courtesy of Pam Childers LI 859 65/100 FT N 89 DEG 15 MIN 8 SEC E 424 17/100 Escambia County Clerk of the Circuit Court and FT FOR POB... Comptroller Extra Features





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3/2/2020 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:06/02/2023 (tc.2402)

# **LEGAL DESCRIPTION**

BEG AT SW COR OF SEC N 0 DEG 0 MIN 3 SEC W ALG W LI 859 65/100 FT N 89 DEG 15 MIN 8 SEC E 424 17/100 FT FOR POB CONT N 89 DEG 15 MIN 8 SEC E ALG S LI 236 73/100 FT TO E LI OF LT 6 BLK 5 NATIONAL LAND SALES S/D S 0 DEG 23 MIN 26 SEC E ALG E LI OF SD LT 6 194 55/ 100 FT TO SE COR OF SD LT 6 S 89 DEG 10 MIN 30 SEC W ALG S LI 40 67/100 FT TO SE COR OF PARC DESC IN OR 918 P 537 N 0 DEG 0 MIN 3 SEC W ALG E LI OF SD PARC 70 01/ 100 FT TO NE COR OF SD PARC S 89 DEG 10 MIN 30 SEC W ALG N LI 196 52/100 FT TO SE COR OF PARC DESC IN OR 319 P 37 N 0 DEG 0 MIN 3 SEC W ALG E LI OF SD PARC 90 01/100 FT TO NE COR OF SD PARC N 1 DEG 25 MIN 27 SEC W 34 87/100 FT TO POB OR 5544 P 1719

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2023045777 6/7/2023 2:23 PM
OFF REC BK: 8990 PG: 734 Doc Type: TDN

## NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That ATCF II FLORIDA-A LLC holder of Tax Certificate No. 00391, 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:

(see attached)

**SECTION 10, TOWNSHIP 1 S, RANGE 30 W** 

TAX ACCOUNT NUMBER 020115700 (0224-10)

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

#### **GWENDOLYN Y DAVIS**

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 February, which is the 7th day of February 2024.

Dated this 2nd day of June 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.

COUNTRO

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

	<b>62-0115-700</b>	CERTIFICATE #:	2021-0391
REPORT IS LIMIT	NOT TITLE INSURANCE. THE TED TO THE PERSON(S) EXERPORT AS THE RECIPIENT	PRESSLY IDENTIFIED BY	NAME IN THE PROPERTY
listing of the owner tax information and encumbrances reco title to said land as	listed on page 2 herein. It is the	ped herein together with curre n or unsatisfied leases, mortga oks of Escambia County, Flor e responsibility of the party n	ent and delinquent ad valorem ages, judgments and ida that appear to encumber the amed above to verify receipt of
and mineral or any	subsurface rights of any kind o erlaps, boundary line disputes, a	r nature; easements, restrictio	or in subsequent years; oil, gas, ns and covenants of record; uld be disclosed by an accurate
	ot insure or guarantee the validinsurance policy, an opinion of the		
Use of the term "Ro	eport" herein refers to the Propo	erty Information Report and the	he documents attached hereto.

Milalphel

Michael A. Campbell,

As President

Dated: November 20, 2023

THE ATTACHED REPORT IS ISSUED TO:

## PROPERTY INFORMATION REPORT

**CONTINUATION PAGE** 

November 20, 2023

Tax Account #: 02-0115-700

1. The Grantee(s) of the last deed(s) of record is/are: **GWENDOLYN Y DAVIS** 

By Virtue of Quit Claim Deed recorded 12/21/2004 in OR 5544/1719

- 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 Florida Housing Finance Corporation recorded 4/13/2006 OR 5883/726 together with Corrective Mortgage recorded 5/11/2006 OR 5903/890
  - b. Notice of Lien in favor of Emerald Coast Utilities Authority recorded 10/2/2018 OR 7976/657
  - c. Notice of Lien in favor of Emerald Coast Utilities Authority recorded 6/19/2019 OR 8115/1723
  - d. Code Enforcement Order in favor of Escambia County recorded 8/9/2023 OR 9021/701
  - e. Judgment in favor of Escambia County recorded 10/8/2014 OR 7239/786
  - f. Judgment in favor of Escambia County recorded 8/28/2013 OR 7066/1826
  - g. Judgment in favor of TCF National Bank Minnesota as successor in interest to TCF Financial Services Inc recorded 6/14/2004 OR 5431/1360
- **4.** Taxes:

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

Tax Account #: 02-0115-700 Assessed Value: \$51,149.00 Exemptions: HOMESTEAD

5. We find the following HOA names in our search (if a condominium, the condo docs book and page are included for your review): **NONE** 

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

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

## PERDIDO TITLE & ABSTRACT, INC.

## PROPERTY INFORMATION REPORT

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

**Scott Lunsford** 

**Escambia County Tax Collector** 

P.O. Box 1312

Pensacola, FL 32591

**CERTIFICATION: TITLE SEARCH FOR TDA** 

TAX DEED SALE DATE:	ΓΕ: FEB 7, 2024			
TAX ACCOUNT #:	02-0115-700			
CERTIFICATE #:	2021-0391			
In compliance with Section 197.522, Florida Statutes those persons, firms, and/or agencies having legal int property. The above-referenced tax sale certificate is sale.	terest in or claim against the above-described			
YES NO  ☐ ☑ Notify City of Pensacola, P.O. Box 129 ☐ Notify Escambia County, 190 Governm ☐ Homestead for 2022 tax year.				
GWENDOLYN Y DAVIS	FLORIDA HOUSING FINANCE CORP			
1645 KATIE MAE LN	227 NORTH BRONOUGH ST SUITE 5000			
PENSACOLA, FL 32534	TALLAHASSEE, FL 32301-1329			
EMERALD COAST UTILITIES AUTHORITY 9255 STURDEVANT STREET PENSACOLA, FL 32514-0311	ESCAMBIA COUNTY ANIMAL CONTROL 3363 W PARK PL PENSACOLA, FL 32505			
ESCAMBIA COUNTY CODE ENFORCEMENT 3363 W PARK PL PENSACOLA, FL 32505	TCF NATIONAL BANK MINNESOTA AS SUCCESSOR IN INTEREST TO TCF FINANCIAL SERVICES INC 801 MARQUETTE AVENUE MINNEAPOLIS, MN 55402			

Certified and delivered to Escambia County Tax Collector, this 20th day of November, 2023. PERDIDO TITLE & ABSTRACT, INC.

BY: Michael A. Campbell, As It's President

Malphel

NOTE: The above listed addresses are based upon current information available, but addresses are not guaranteed to be true or correct.

## PROPERTY INFORMATION REPORT

November 20, 2023 Tax Account #:02-0115-700

# LEGAL DESCRIPTION EXHIBIT "A"

BEG AT SW COR OF SEC N 0 DEG 0 MIN 3 SEC W ALG W LI 859 65/100 FT N 89 DEG 15 MIN 8 SEC E 424 17/100 FT FOR POB CONT N 89 DEG 15 MIN 8 SEC E ALG S LI 236 73/100 FT TO E LI OF LT 6 BLK 5 NATIONAL LAND SALES S/D S 0 DEG 23 MIN 26 SEC E ALG E LI OF SD LT 6 194 55/100 FT TO SE COR OF SD LT 6 S 89 DEG 10 MIN 30 SEC W ALG S LI 40 67/100 FT TO SE COR OF PARC DESC IN OR 918 P 537 N 0 DEG 0 MIN 3 SEC W ALG E LI OF SD PARC 70 01/100 FT TO NE COR OF SD PARC S 89 DEG 10 MIN 30 SEC W ALG N LI 196 52/100 FT TO SE COR OF PARC DESC IN OR 319 P 37 N 0 DEG 0 MIN 3 SEC W ALG E LI OF SD PARC 90 01/100 FT TO NE COR OF SD PARC N 1 DEG 25 MIN 27 SEC W 34 87/100 FT TO POB OR 5544 P 1719

**SECTION 10, TOWNSHIP 1 S, RANGE 30 W** 

TAX ACCOUNT NUMBER 02-0115-700(0224-10)

ABSTRACTOR'S NOTE: WE CAN NOT CERTIFY LEGAL AS WRITTEN ON TAX ROLL WITHOUT A CURRENT SURVEY. KATIE MAE LANE DOES NOT APPEAR TO BE COUNTY MAINTAINED ROADWAY ALL THE WAY TO THIS PARCEL AS PER APPRAISER'S MAP

27.000

OR BK 5544 PG1719 Escambia County, Florida INSTRUMENT 2004-314470

DEED BOC STAMPS PB # ESC CO \$ 0.70 12/21/04 ERNIE LEE MAGAHA, CLERK

This instrument prepared by: MARK R. WHITTAKER 17 West Cervantes Street Pensacola, Florida 32501

## **QUIT-CLAIM DEED**

This Quit-Claim Deed, Executed this 21st day of December, 2004, by Samuel M. Smith, a married man whose post office address is 3002 Ashbury Lane, Cantonment, Florida 32533 and Thelma Eloise Smith, an unmarried woman whose post office address is 1690 Katie Mae Lane, Pensacola, Florida 32534 and Joyce T. Rusk, a married woman whose post office address is 1650 Katie Mae Lane, Pensacola, Florida 32534, first party to Gwendolyn Y. Davis, an unmarried woman, whose post office address is 1645 Katie Mae Lane, second party:

32534

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

Witnesseth, That the said first party for and in consideration of the sum of \$10.00 & OVG, in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Escambia, State of Florida, to wit:

See attached legal description.

The grantors jointly own the property herein described and assert the property is not their homestead.

THIS INSTRUMENT WAS PREPARED WITHOUT BENEFIT OF TITLE EXAMINATION OR TITLE INSURANCE FROM A LEGAL DESCRIPTION PROVIDED BY THE GRANTOR.

To Have and to Hold the same together with all and singular the appurtenance thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.

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

Signed, sealed and delivered in the presence of:

Rauter Babelle
PRINTED NAME:

PRINTED NAME: Basilli

THELMA ELOISE SMIT

PRINTED NAME:

STATE OF FLORIDA COUNTY OF ESCAMBIA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid in the County aforesaid to take acknowledgments, personally appeared Samuel M. Smith, Thelma Eloise Smith, and Joyce T. Rusk to me personally known to be the persons described and who executed the foregoing instrument and who acknowledged before me that they executed the same.

Witness my hand and official seal in the County and State last aforesaid this 21st day of December, 2004.

Clera Autumn Zomes
Ny Commission DDSS7846
Expires September 06, 2006

NOTARY PUBLIC

My Commission Expires:

OR BK 5544 PG1721
Escambia County, Florida
INSTRUMENT 2004-314470

RCD Dec 21, 2004 11:42 am
Escambia County, Florida

ERNIE LEE MAGAHA Clerk of the Circuit Court INSTRUMENT 2004-314470

## DESCRIPTION: (AS PREPARED BY MERRILL PARKER SHAW, INC.)

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 10, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA. SAID POINT ALSO BEING THE SOUTHWEST CORNER OF BLOCK 5 OF THE NATIONAL LAND SALES COMPANY SUBDIVISION OF SAID SECTION 10; THENCE GO NORTH OO DEGREES OO MINUTES 03 SECONDS WEST ALONG THE WEST LINE OF SAID SECTION 10 AND THE WEST LINE OF SAID BLOCK 5 FOR A DISTANCE OF 859.65 FEET; THENCE DEPARTING SAID WEST LINE OF SECTION 10, GO NORTH 89 DEGREES 15 MINUTES 08 SECONDS EAST FOR A DISTANCE OF 424.17 FEET TO THE POINT OF BEGINNING, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF PARCEL AS DESCRIBED IN OFFICIAL RECORDS BOOK 1969 AT PAGE 970 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE CONTINUE NORTH 89 DEGREES 15 MINUTES 08 SECONDS EAST ALONG THE SOUTH LINE OF SAID PARCEL AS DESCRIBED IN OFFICIAL RECORDS BOOK 1969 AT PAGE 970 AND AN EASTERLY EXTENSION THEREOF FOR A DISTANCE OF 236.73 FEET TO THE EAST LINE OF LOT 6, SAID BLOCK 5, NATIONAL LAND SALES SUBDIVISION; THENCE GO SOUTH OO DEGREES 23 MINUTES 26 SECONDS EAST ALONG SAID EAST LINE OF SAID LOT 6 FOR A DISTANCE OF 194.55 FEET TO THE SOUTHEAST CORNER OF SAID LOT 6; THENCE GO SOUTH 89 DEGREES 10 MINUTES 30 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 6 FOR A DISTANCE OF 40.67 FEET TO THE SOUTHEAST CORNER OF PARCEL AS DESCRIBED IN OFFICIAL RECORDS BOOK 918 AT PAGE 537 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE GO NORTH OO DEGREES OO MINUTES O3 SECONDS WEST ALONG THE EAST LINE OF SAID PARCEL AS DESCRIBED IN OFFICIAL RECORDS BOOK 918 AT PAGE 537 FOR A DISTANCE OF 70.01 FEET TO THE NORTHEAST CORNER OF SAID PARCEL AS DESCRIBED IN OFFICIAL RECORDS BOOK 918 AT PAGE 537; THENCE GO SOUTH 89 DEGREES 10 MINUTES 30 SECONDS WEST ALONG THE NORTH LINE OF SAID PARCEL AS DESCRIBED IN OFFICIAL RECORDS BOOK 918 AT PAGE 537 FOR A DISTANCE OF 196.52 FEET TO THE SOUTHEAST CORNER OF PARCEL AS DESCRIBED IN OFFICIAL RECORDS BOOK 319 AT PAGE 37 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE GO NORTH OO DEGREES 00 MINUTES 03 SECONDS WEST ALONG THE EAST LINE OF PARCEL AS DESCRIBED IN OFFICIAL RECORDS BOOK 319 AT PAGE 37 FOR A DISTANCE OF 90.01 FEET TO THE NORTHEAST CORNER OF SAID PARCEL AS DESCRIBED IN OFFICIAL RECORDS BOOK 319 AT PAGE 37; THENCE DEPARTING SAID EAST LINE, GO NORTH 01 DEGREES 25 MINUTES 27 SECONDS WEST FOR A DISTANCE OF 34.87 FEET TO THE POINT OF BEGINNING. SAID PARCEL BEING A PORTION OF LOT 6, BLOCK 5, NATIONAL LAND SALES SUBDIVISION OF SECTION 10, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, AND CONTAINS 0.74 ACRES.

Recorded in Public Records 04/13/2006 at 10:53 AM OR Book 5883 Page 726, Instrument #2006037511, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording \$69.50 MTG Stamps \$136.15

This instrument was prepared by: Stephen R. Moorhead	
Stephen R. Moorhead  McDonald Fleming Moorhead	
McDonald Fleming Moorhead Afformevs At Law 25 West Government Street	
Pensacola, Ft. 32502	
County: Escambia	
Borrower's Income:	
County's AMI: \$51,900.00	
Affordability Period Applies: Yes No	
*Section should be completed by Administrator	
HOME Again	
FHFC Disaster Relief HOME Assistance Program	
SUBORDINATE MORTGAGE	
	•
	•
THIS SUBORDINATE MORTGAGE ("Security Agreement") is made on this <a href="https://dx.doi.org/10.11">11th day of 2006</a> . The grantor is <a href="https://dx.doi.org/10.11">Gwendolyn Y. Day is</a>	f_April
herein "Borrower/Mortgagor") whose address is 1665, World War I	2052
THE SECOND CONTRACTOR OF CHARLES SEED AND CONTRACTOR OF THE PROPERTY OF THE PR	and the second s
Lender the principal sum of Thirty Eight Thousand Eight Hundred Fifty-Four an Dollars (U.S. \$ 38,854.40 ). This debt is evidenced by the Borrower's note ("Note") dated the s	d 01/100 dollars
Security Instrument.	ame date as this
The Note provides that payment shall be deferred until the first to occur of the following everansfers or disposes of the Property or Home either voluntarily or involuntarily; (b) the Borrower faithe Home as a principal residence; (c) the Borrower, or if the Borrower is married, the survivor of the Borrower's spouse, dies; or (d) the Borrower refinances the first mortgage loan at which time the resistance is due unless the Mortgagee agrees to a one-time only subordination as outlined in Paragrant Mortgage. If the Borrower has an income level at or below fifty percent (50%) of the County's area in which the home is located at the time the Mortgage and Note are executed, fifty percent (50%) or origiven at a rate of ten percent (10%) per year over a period of five (5) years. Upon the first to occurred the percent (10%) per year over a period of five (5) years.	is or ceases to occupy e Borrower or the maining principle aph 19 of this nedian income (AMI) f the Loan may be
asis, giving the Borrower the benefit of the entire month in which a payoff of the Mortgage is quote	crated on a monthly d.
The loan evidenced by the Note and secured by this Security Instrument (the "Loan") is being the II, the Cranston-Gonzalez National Affordable Housing Act, Public Law No. 101-825, 104 Stat. (art 92 (the "Home Program").	ng made pursuant to 4079 (1990), 24 CFR.
TO SECURE to Mortgagee the repayment of the indebtedness evidenced by the Note, the ums, advanced in accordance herewith to protect the security of this Mortgage; and the performant agreements of the Mortgagor herein contained, the Mortgagor does hereby mortgage, grant an efollowing described property located in the County of <a href="Escambia">Escambia</a> State of escription):	
SEE EXHIBIT "A" ANNEXED HERETO AND MADE A PART HEREO	
HIS MORTGAGE IS GIVEN TO THE FLORIDA HOUSING FINANCE CORPORATION AND IS EXAMENT OF INTANGIBLE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513 AND 15 FATURES.	(EMPT FROM 19.183, FLORIDA
	Managase-
•	
	•

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents, all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property" or "Home."

MORTGAGOR COVENANTS, represents and warrants to Mortgagee and its successors and assigns that Mortgagor is Indefeasibly seized of the estate hereby conveyed in fee simple; has full right to mortgage, grant and convey the Property; and that the Property is unencumbered, except for other encumbrances of record. Mortgagor warrants title to the Property and will defend same against the lawful claims and demands of all persons whomsoever.

PROVIDED ALWAYS that if Mortgagor shall pay to Mortgagee, all sums due or to become due under the Note or this Mortgage and shall perform, comply with, and abide by each and every stipulation, agreement, condition, and covenant of the Note and of this mortgage, and shall pay all taxes that may accrue on the Property and all costs and expenses that Mortgagee, may be put to in collecting the Note in foreclosure of this Mortgage or otherwise, including costs and reasonable attorney's fee, then this Mortgage and the estate hereby created shall cease and be null and void.

MORTGAGOR FURTHER COVENANTS and agrees with Mortgagee as follows:

- 1. Payment. Mortgagor shall promptly pay when due the principal amount evidenced by the Note and all other sums of money payable by virtue of the Note or this Mortgage.
- 2. Prior Mortgages and Deeds of Trust; Charges; Liens. Mortgagor shall perform all of Mortgagor's obligations under the First Mortgage and any other mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Mortgagor's covenants to make payments when due. Mortgagor shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which have attained or may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.
- 3. Hazard Insurance. Mortgagor shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Mortgagee may require and in such amounts and for such periods as Mortgagee may require. The insurance carrier providing the insurance shall be chosen by the Mortgagor subject to approval by Mortgagee; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Mortgagee and shall include a standard mortgage clause in favor of, and in a form acceptable to Mortgagee. Mortgagee shall have the right to hold the policies and renewals thereof, subject to the terms of any other mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage. In the event of loss, the Mortgagor shall give prompt notice to the insurance carrier and to the Mortgagee. Mortgagee may make proof of loss if not made promptly by the Mortgagor. If the Property is abandoned by the Mortgagee, or if the Mortgagor fails to respond to Mortgagee within thirty (30) days from the date notice is mailed by Mortgagee to the Mortgagor that the insurance carrier offers to settle a claim for insurance benefits, Mortgagee is authorized to collect and apply the insurance proceeds at Mortgagee's option either to restoration or repair of the Property or to the sums secured by this Mortgage.
- 4. Preservation and Maintenance of Property; Leaseholds; Condominiums, Planned Unit
  Developments. Mortgagor shall keep the Property in good repair and shall not commit waste or permit impairment or
  deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this
  Mortgage is on a unit in a condominium or a planned unit development, Mortgagor shall perform all of Mortgagor's
  obligations under the declaration or covenants creating or governing such condominium or planned unit development, the
  by-laws and regulations of the condominium or planned unit development and constituent any other documents.
- 5. Protection of Mortgagee's Security. If Mortgagor fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Mortgagee's interest in the Property, then Mortgagee, at Mortgagee's option, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Mortgagee's interest in the Property. If Mortgagor is required to maintain mortgage insurance as a condition of this Mortgage or any other mortgage or deed of trust, Mortgagor shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with the Mortgagor's written agreement or applicable law. Any amounts disbursed by Mortgagee pursuant to this paragraph, with interest thereon, at the rate of twelve percent (12%) per annum, shall become additional indebtedness of the Mortgagor secured by this Mortgage. Unless Mortgagor and Mortgagee

agree otherwise, such amounts shall be payable upon demand. Nothing contained in this Paragraph 5 shall require Mortgagee to incur any expense or take any action hereunder.

- 6. Inspection. Mortgagee may make or cause to be made reasonable entries upon and inspections of the Property upon notice to Mortgagor specifying reasonable cause therefor related to the Lender's interest in the Property.
- 7. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation to the extent of the unpaid balance of all sums due or to become due under the Note or this Mortgage, are hereby assigned and shall be paid to Mortgagee, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.
- 8. Mortgagor Not Released; Forbearance by Mortgagee Not a Waiver. No extension of the time for payment or modification of the terms or conditions of the Note or this Mortgage granted to Mortgagor shall operate or release Mortgagor, in any manner, from liability under the Note or this Mortgage. Mortgagee shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Mortgagor and Mortgagor's successors in interest. Any forbearance by Mortgagee in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.
- 9. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements and references to Mortgagor and Mortgagee herein contained shall bind, and the rights hereunder shall inure to, their respective heirs, successors and assigns, subject to the provisions of Paragraph 14 hereof. All covenants and agreements of Mortgagor shall be joint and several. Any Mortgagor who co-signs this Mortgage, but does not execute the Note is co-signing this Mortgage only to mortgage, grant and convey that Mortgagor's interest in the property to Mortgagee under the terms of this Mortgage; is not personally liable on the Note or under this Mortgage; agrees that Mortgagee and any other Mortgagor hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Mortgagor's consent and without releasing that Mortgagor or modifying this Mortgage as to that Mortgagor's interest in the Property. This Mortgage and the Note secured thereby are non-assumable, except as may be provided in Paragraph 14 hereof.
- 10. Notice. Except for any notice required under applicable law to be given in another manner: (a) any notice to the Mortgagor provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail at the Property Address or at such other address as Mortgagor may designate by notice to the Mortgagee as provided herein, and (b) any notice to Mortgagee shall be given by certified mail, to the address stated herein with a copy to Florida Housing Finance Corporation, HOME Program, 227 North Bronough Street, Suite 5000, Tallahassee, Florida 32301-1329, or to such other address as Mortgagee may designate by notice to the Mortgagor as provided herein.
- 11. Governing Law; Severability; Costs. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs," "expenses," and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.
- 12. Mortgagor's Copy. Mortgagor shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation thereof.
- 13. Rehabilitation Loan Agreement. Mortgagor shall fulfill all of Mortgagor's obligations under any home rehabilitation, improvement, repair, or other loan agreement which is entered into with Mortgagee. At Mortgagee's option, Mortgagor shall execute and deliver to Mortgagee, in a form acceptable to Mortgagee, an assignment of any rights, claims or defenses which Mortgagor may have against parties who supply labor, materials or services in connection with improvements made to the Property.
- 14. Transfer of the Property. If all or any part of the Property or any interest in it is sold, transferred, gifted or otherwise conveyed, whether by voluntary act, involuntarily, by operation of law or otherwise, or if the Mortgagor is

divested of title by judicial sale, levy or other proceeding, or if foreclosure action is instituted against the Property, or if a prior mortgage is refinanced, or if the Property is leased or rented, all sums secured by this Mortgage shall immediately become due and payable. Provided, however, a transfer to person who is an heir or devisee of Mortgagor, upon the death of Mortgagor, shall be permissible provided that the Note and this Mortgage are not then in default and that said person: (a) occupies the Property as their principal place of residence; (b) qualifies under the income eligibility requirements set forth in Rule 67-50, F.A.C. and 24 CFR Part 92; and (c) executes such documents (including without limitation an agreement assuming the obligations under the Note and this Mortgage) and pays such fees and charges as Mortgagee may reasonably require. Mortgagee shall give Mortgagor notice of acceleration. The notice shall provide a period of not less than thirty (30) days from the date the notice is given in accordance with Paragraph 10 hereof within which Mortgagor must pay all sums secured by this Mortgage. If said sums are not paid in full prior to the expiration of this period, Mortgagee may invoke any remedies permitted by this Mortgage without further notice or demand.

Acceleration; Remedies. Except as provided in Paragraph 16 hereof, upon the Mortgagor's breach of any covenant or agreement of the Mortgagor in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, or in the event that the Mortgagor shall have made a material misrepresentation or material omission in Mortgagor's application for the loan evidenced by the Note, Mortgagee, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Prior to acceleration of this Mortgage, Mortgagee shall give notice to Mortgagor as provided in Paragraph 10 hereof specifying (1) the breach (if the breach is curable); (2) the action required to cure such breach; (3) a date, not less than ten (10) days from the date the notice is mailed to Mortgagor, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding, and sale of the Property. The notice shall further inform Mortgagor of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Mortgagor acceleration and foreclosure. Mortgagee shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees, court costs, and costs of documentary evidence, abstracts and title reports.

Catastrophic Exception: "In the event the Lender and the servicer, at their sole and absolute discretion, after a loss mitigation analysis, find that a catastrophic event, including but not limited to the Borrower's death or extended illness, or the extended illness of a close family member who depends primarily on the Borrower for support has occurred which substantially and permanently impairs their ability to repay this Note and requires them to sell the Property for an amount less than the Note, that portion of the Note which cannot be satisfied from the proceeds of such sale shall be released."

- 16. Mortgagor's Right to Reinstate. Notwithstanding the acceleration of the sums secured by this Mortgage due to the Mortgagor's breach, the Mortgagor shall have the right to have any proceedings begun by Mortgagee to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if. (a) Mortgagor pays Mortgagee all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Mortgagor cures all breaches of any other covenants or agreements of Mortgagor contained in this Mortgage; (c) Mortgagor pays all reasonable expenses incurred by Mortgagee in enforcing the covenants and agreements of Mortgagor contained in this Mortgage, and in enforcing Mortgagee's remedies as provided in Paragraph 15 hereof, including, but not limited to, reasonable attorneys' fees and court costs; and (d) the Mortgagor takes such action as Mortgagee may reasonably require to assure that the lien of this Mortgage, Mortgagee's interest in the Property and the Mortgagor's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Mortgagor, this Mortgage and the obligations secured shall hereby remain in full force and effect as if no acceleration had occurred.
- 17. Assignment of Revenues: Appointment of Receiver. As additional security hereunder, Mortgagor hereby assigns to Mortgagee the revenues of the Property, provided that Mortgagor shall, prior to acceleration under Paragraph 15 hereof or abandonment of the Property, have the right to collect and retain such revenues as they become due and payable. Upon acceleration under Paragraph 15 hereof or abandonment of the Property, Mortgagee shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the revenues of the Property including those past due. All revenues collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and the reasonable attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those revenues actually received.

- 18. Release. Upon payment of all sums secured by this Mortgage, Mortgagee shall prepare a written satisfaction of this Mortgage. The Mortgagee shall not bear the cost of recording the Satisfaction of Mortgage; it shall be the responsibility of the Mortgagor.
- Subordination. Lender and Borrower acknowledge and agree that this Security Instrument is subject and subordinate in all respects to the liens, terms, covenants and conditions of the First Mortgage and to all advances heretofore made or which may hereafter be made pursuant to the First Mortgage including all sums advanced for the purpose of (a) protecting or further securing the lien of the First Mortgage, curing defaults by the Borrower under the First Mortgage, or for any other purpose expressly permitted by the First Mortgage or (b) constructing, renovating, repairing, furnishing, fixturing or equipping the Property. However, if the Property undergoes a refinancing, the Mortgagee reserves the right to review any information relative to the new loan and determine whether the Mortgagee's flen position remains secure. The terms and provisions of the First Mortgage are paramount and controlling, and they supersede any other terms and provisions hereof in conflict therewith. For purposes of this program, the Mortgagee, in its sole discretion may choose to take a further subordinated lien position other than what is contemplated under this paragraph herein if current liens on said Property existed prior to mortgaging the Property under this program. In the event of a foreclosure or deed in lieu of foreclosure of the First Mortgage, any provisions herein or any provisions in any other collateral agreement restricting the use of the Property to low or moderate income households or otherwise restricting the Borrower's ability to sell the Property shall have no further force or effect on subsequent owners or purchasers of the Property. Any person, including his successors or assigns (other than the Borrower or a related entity of the Borrower), receiving title to the Property through a foreclosure or deed in lieu of foreclosure of the First Mortgage shall receive title to the Property free and clear from such restrictions. Further, if the Senior Lien Holder acquires title to the Property pursuant to a deed in lieu of foreclosure, the lien of this Security Instrument shall terminate at the discretion of the Lender upon the Senior Lien Holder's acquisition of title, such termination will not be unreasonably withheld provided that (I) the Lender has been given written notice of a default under the First Mortgage, (ii) the Lender shall not have cured the default under the First Mortgage within the 30-day period provided in such notice sent to the Lender, and (iii) there is not sufficient equity in the Property to satisfy the senior lien (assuming reasonable costs) and the lien of this HOME loan.
- 20. Affordability Period. In most cases owner-occupied rehab is not subject to an affordability period. However, in situations where a manufactured home is replaced with a site built home, this is considered a new construction activity and the amount of HOME Subsidy that is invested in the home is subject to the related affordability period. Please reference the chart below:

HOME Subsidy Investment	Affordability Period (years)
\$14,999 and under	5
\$15,000 up to \$40,000	10
\$40,001 and up	15

The borrower must occupy the home throughout the duration of the affordability period pursuant to 24 CFR Part 92.254(a)(4).

- 21. Attorneys' Fees. As used in this Mortgage and in the Note, "attorneys' fees" shall include attorneys' fees, if any, incurred in connection with the collection or enforcement of this Mortgage or of the Note, whether or not suit is brought and whether incurred at trial, on appeal, in bankruptcy proceedings or otherwise.
- 22. Special Home investment Partnerships Program Covenants, Warrants and Representations.

  Mortgagor covenants, represents and warrants to Mortgagee that: (a) the Mortgagor, along with his/her/their family, will occupy the Property as their principal residence; (b) the Property is a single-family residence and is an eligible homeownership activity under Rule 67-50, F.A.C. and 24 CFR Part 92; and (c) Mortgagor's total family income at the time of its application for the Loan was no greater than eighty percent (80%) of the local area median income, so that Mortgagor is a Very Low-Income Person within the meaning of Rule 67-50, F.A.C. and 24 CFR Part 92.

# REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST.

Mortgagee requests the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice, at Mortgagee's address set forth on page one of this Mortgage of any default under the superior encumbrance and of any sale or other foreclosure action.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

HOME Again Subordinate Mortgage (Rev. 11/3/2005)

IN WITNESS WHEREOF, Mortgagor has executed this Mortgage on the date first above written.

# NOTICE TO MORTGAGOR DO NOT SIGN THIS MORTGAGE IF IT CONTAINS BLANK SPACES. ALL SPACES SHOULD BE COMPLETED BEFORE YOU SIGN.

Signed sealed in the presence of and delivered:	Gundh, e. Duis	
DOROTHY A. GARRETT	A 1, 5, 5, 5, 5, 5, 5, 5, 5, 5, 5, 5, 5, 5,	
Printed Name of Witness	Gwendolyn Y. Davis Printed Name of Mortgagor	
Margaret Strenter		
Margaret Hunter		
Printed Name of Witness	Printed Name of Mortgagor	
STATE OF FLORIDA COUNTY OF Escambia		
The state of the s		
The foregoing instrument was acknowledged before	e me this 11th_day of April , 2006	
by Cwendolyn Y Davis , Novalid driver's license as identification.	Mortgagor. Said person is personally known to me or has produce	da
Florida	- M	
•	JAMES TO STATE OF THE STATE OF	
No.	otary Public; State of Florida int Name: Doroghy A. Garrett	
· · · · · · · · · · · · · · · · · · ·	y Commission Expires:	
M	y Commission No.:	
	م Dorothy A. Garrett	
	Commission # DD504272 Expires January 10, 2010	
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BK: 5883 PG: 733 Last Page

File Number: 06-1326

## **FULL LEGAL**

Exhibit "A" to

Commence at the Southwest corner of Section 10, Township 1 South, Range 30 West, Escambia County, Florida, said point also being the Southwest corner of Block 5 of the National Land Sales Company Subdivision of said Section 10; thence go North 00 degrees 00 minutes 03 seconds West along the West line of said Section 10 and the West line of said Block 5 for a distance of 859.65 feet; thence departing said West line of Section 10, go North 89 degrees 15 minutes 08 seconds East for a distance of 424.17 feet to the Point of Beginning, said point also being the Southwest corner of parcel as described in Official Records Book 1969 at page 970 of the Public records of said county; thence continue North 89 degrees 15 minutes 08 seconds East along the South line of said parcel as described in Official Records Book 1969 at Page 970 and an Easterly extension thereof for a distance of 236.73 feet to the East line of Lot 6, said Block 5, National Land Sales subdivision; thence go South 00 degrees 23 minutes 26 seconds East along said East line of said Lot 6 for a distance of 194.55 feet to the Southeast corner of said Lot 6; thence go South 89 degrees 10 minutes 30 seconds West along the South line of said Lot 6 for a distance of 40.67 feet to the Southeast corner of parcel as described in Official Records book 918 at page 537 of the Public Records of said County; thence go North 00 degrees 00 minutes 03 seconds West along the East line of said parcel as described in Official Records Book 918 at page 537 for a distance of 70.01 feet to the Northeast corner of said parcel as described in Official Records Book 918 at Page 537; thence go South 89 degrees 10 minutes 30 seconds West along the North line of said parcel as described in Official Records Book 918 at page 537 for a distance of 196.52 feet to the Southeast corner of parcel as described in Official Records book 319 at Page 37 of the Public Records of said County; thence go North 00 degrees 00 minutes 03 seconds West along the East line of parcel as described in Official Records Book 319 at Page 37 for a distance of 90.01 feet to the Northeast corner of said parcel as described in Official Records Book 319 at Page 37; thence departing said East line, go North 01 degrees 25 minutes 27 seconds West for a distance of 34.87 feet to the Point of Beginning, said parcel being a portion of Lot 6, Block 5, National Land Sales Subdivision of Section 10, Township 1 South, Range 30 West, Escambia County, Florida.

Recorded in Public Records 05/11/2006 at 09:24 AM OR Book 5903 Page 890, Instrument #2006047859, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording \$69.50

ing manuteur was bisbaled by:
Stephen R. Moorhead
McDonald Fleming Moorhead
Attorneys At Law
25 West Government Street
Pensacola, FL 32502
File # SRM-06-1326
TATE II DIEL OU IDEU
County: Escambia
County: Escambia
Borrower's Income:
County's AMI: \$51,900.00
Affordshilling Doring Amelina TV- T
Affordability Period Applies: Yes No
*Section should be completed by Administrator

HOME Again
FHFC Disaster Relief HOME Assistance Program

#### CORRECTIVE SUBORDINATE MORTGAGE

THIS SUBORDINATE MORTGAGE ("Security Agreement") is made on this11th day ofApril
2006 The grantor is Gwendolyn Y. Davis
(herein "Borrower/Mortgagor") whose address is 1645 Katie Mae Lane, Pensacola, FL 32534
This Security Instrument is given to the Florida Housing Finance Corporation, a public corporation, whose address is 227
North Bronough Street, Suite 5000, Tallahassee, Florida 32301-1329 (herein "Lender/Mortgagee"). Borrower owes
Lender the principal sum of hirty-Four Thousand Four Hundred Thirty-Four and 34/100
Dollars (U.S. \$ 34,434,34 ). This debt is evidenced by the Borrower's note ("Note") dated the same date as this
Security Instrument.

The Note provides that payment shall be deferred until the first to occur of the following events: (a) Borrower sells, transfers or disposes of the Property or Home either voluntarily or involuntarily; (b) the Borrower fails or ceases to occupy the Home as a principal residence; (c) the Borrower, or if the Borrower is married, the survivor of the Borrower or the Borrower's spouse, dies; or (d) the Borrower refinances the first mortgage loan at which time the remaining principle balance is due unless the Mortgagee agrees to a one-time only subordination as outlined in Paragraph 19 of this Mortgage. If the Borrower has an income level at or below fifty percent (50%) of the County's area median income (AMI) in which the home is located at the time the Mortgage and Note are executed, fifty percent (50%) of the Loan may be forgiven at a rate of ten percent (10%) per year over a period of five (5) years. Upon the first to occur of any of the conditions mentioned above, repayment for Borrowers at or below fifty percent (50%) AMI will be prorated on a monthly basis, giving the Borrower the benefit of the entire month in which a payoff of the Mortgage is quoted.

The loan evidenced by the Note and secured by this Security Instrument (the "Loan") is being made pursuant to Title II, the Cranston-Gonzalez National Affordable Housing Act, Public Law No. 101-625, 104 Stat. 4079 (1990), 24 CFR. Part 92 (the "Home Program").

TO SECURE to Mortgagee the repayment of the indebtedness evidenced by the Note, the payment of all other sums, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of the Mortgagor herein contained, the Mortgagor does hereby mortgage, grant and convey to Mortgagee the following described property located in the County of <a href="Esacmb1a">Esacmb1a</a>
State of Florida (Insert legal description):
SEE EXHIBIT "A" ANNEXED HERETO AND MADE A PART HEREOF

THIS MORTGAGE IS GIVEN TO THE FLORIDA HOUSING FINANCE CORPORATION AND IS EXEMPT FROM PAYMENT OF INTANGIBLE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513 AND 199.183, FLORIDA STATUTES.

RECORDERS NOTE: THIS CORRECTIVE SUBORDINATE MORTGAGE IS BEING RECORDED TO CORRECT A SCRIVENOR'S ERROR IN THAT CERTIAN MORTGAGE RECORDED IN OFFICIAL RECORDS BOOK 5883 AT PAGE 726 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA IN WHICH THE PRINCIPAL SUM WAS INCORRECT. DOCUMENTARY STAMP TAX WAS PAID ON THE HIGHER AMOUNT AT THE TIME OF RECORDING.

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents, all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property" or "Home."

MORTGAGOR COVENANTS, represents and warrants to Mortgagee and its successors and assigns that Mortgagor is indefeasibly seized of the estate hereby conveyed in fee simple; has full right to mortgage, grant and convey the Property; and that the Property is unencumbered, except for other encumbrances of record. Mortgagor warrants title to the Property and will defend same against the lawful claims and demands of all persons whomsoever.

PROVIDED ALWAYS that if Mortgagor shall pay to Mortgagee, all sums due or to become due under the Note or this Mortgage and shall perform, comply with, and abide by each and every stipulation, agreement, condition, and covenant of the Note and of this mortgage, and shall pay all taxes that may accrue on the Property and all costs and expenses that Mortgagee, may be put to in collecting the Note in foreclosure of this Mortgage or otherwise, including costs and reasonable attorney's fee, then this Mortgage and the estate hereby created shall cease and be null and void.

## MORTGAGOR FURTHER COVENANTS and agrees with Mortgagee as follows:

- 1. Payment. Mortgagor shall promptly pay when due the principal amount evidenced by the Note and all other sums of money payable by virtue of the Note or this Mortgage.
- 2. Prior Mortgages and Deeds of Trust; Charges; Liens. Mortgagor shall perform all of Mortgagor's obligations under the First Mortgage and any other mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Mortgagor's covenants to make payments when due. Mortgagor shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which have attained or may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.
- 3. Hazard Insurance. Mortgagor shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Mortgagee may require and in such amounts and for such periods as Mortgagee may require. The insurance carrier providing the insurance shall be chosen by the Mortgagor subject to approval by Mortgagee; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Mortgagee and shall include a standard mortgage clause in favor of, and in a form acceptable to Mortgagee. Mortgagee shall have the right to hold the policies and renewals thereof, subject to the terms of any other mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage. In the event of loss, the Mortgagor shall give prompt notice to the insurance carrier and to the Mortgagee. Mortgagee may make proof of loss if not made promptly by the Mortgagor. If the Property is abandoned by the Mortgagor, or if the Mortgagor fails to respond to Mortgagee within thirty (30) days from the date notice is mailed by Mortgagee to the Mortgagor that the insurance carrier offers to settle a claim for insurance benefits, Mortgagee is authorized to collect and apply the insurance proceeds at Mortgagee's option either to restoration or repair of the Property or to the sums secured by this Mortgage.
- 4. Preservation and Maintenance of Property; Leaseholds; Condominiums, Planned Unit
  Developments. Mortgagor shall keep the Property in good repair and shall not commit waste or permit impairment or
  deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this
  Mortgage is on a unit in a condominium or a planned unit development, Mortgagor shall perform all of Mortgagor's
  obligations under the declaration or covenants creating or governing such condominium or planned unit development, the
  by-laws and regulations of the condominium or planned unit development and constituent any other documents.
- 5. Protection of Mortgagee's Security. If Mortgagor fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Mortgagee's interest in the Property, then Mortgagee, at Mortgagee's option, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Mortgagee's interest in the Property. If Mortgagor is required to maintain mortgage insurance as a condition of this Mortgage or any other mortgage or deed of trust, Mortgagor shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with the Mortgagor's written agreement or applicable law. Any amounts disbursed by Mortgagee pursuant to this paragraph, with interest thereon, at the rate of twelve percent (12%) per annum, shall become additional indebtedness of the Mortgagor secured by this Mortgage. Unless Mortgagor and Mortgagee

agree otherwise, such amounts shall be payable upon demand. Nothing contained in this Paragraph 5 shall require Mortgagee to incur any expense or take any action hereunder.

- 6. Inspection. Mortgagee may make or cause to be made reasonable entries upon and inspections of the Property upon notice to Mortgagor specifying reasonable cause therefor related to the Lender's interest in the Property.
- 7. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation to the extent of the unpaid balance of all sums due or to become due under the Note or this Mortgage, are hereby assigned and shall be paid to Mortgagee, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.
- 8. Mortgagor Not Released; Forbearance by Mortgagee Not a Waiver. No extension of the time for payment or modification of the terms or conditions of the Note or this Mortgage granted to Mortgagor shall operate or release Mortgagor, in any manner, from liability under the Note or this Mortgage. Mortgagee shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Mortgagor and Mortgagor's successors in interest. Any forbearance by Mortgagee in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.
- 9. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements and references to Mortgagor and Mortgagee herein contained shall bind, and the rights hereunder shall inure to, their respective heirs, successors and assigns, subject to the provisions of Paragraph 14 hereof. All covenants and agreements of Mortgagor shall be joint and several. Any Mortgagor who co-signs this Mortgage, but does not execute the Note is co-signing this Mortgage only to mortgage, grant and convey that Mortgagor's interest in the property to Mortgagee under the terms of this Mortgage; is not personally liable on the Note or under this Mortgage; agrees that Mortgagee and any other Mortgagor hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Mortgagor's consent and without releasing that Mortgagor or modifying this Mortgage as to that Mortgagor's interest in the Property. This Mortgage and the Note secured thereby are non-assumable, except as may be provided in Paragraph 14 hereof.
- 10. Notice. Except for any notice required under applicable law to be given in another manner. (a) any notice to the Mortgagor provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail at the Property Address or at such other address as Mortgagor may designate by notice to the Mortgagee as provided herein, and (b) any notice to Mortgagee shall be given by certified mail, to the address stated herein with a copy to Florida Housing Finance Corporation, HOME Program, 227 North Bronough Street, Suite 5000, Tallahassee, Florida 32301-1329, or to such other address as Mortgagee may designate by notice to the Mortgagor as provided herein.
- 11. Governing Law; Severability; Costs. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs," "expenses," and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.
- 12. Mortgagor's Copy. Mortgagor shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation thereof.
- 13. Rehabilitation Loan Agreement. Mortgagor shall fulfill all of Mortgagor's obligations under any home rehabilitation, improvement, repair, or other loan agreement which is entered into with Mortgagee. At Mortgagee's option, Mortgagor shall execute and deliver to Mortgagee, in a form acceptable to Mortgagee, an assignment of any rights, claims or defenses which Mortgagor may have against parties who supply labor, materials or services in connection with improvements made to the Property.
- 14. Transfer of the Property. If all or any part of the Property or any interest in it is sold, transferred, gifted or otherwise conveyed, whether by voluntary act, involuntarily, by operation of law or otherwise, or if the Mortgagor is

divested of title by judicial sale, levy or other proceeding, or if foreclosure action is instituted against the Property, or if a prior mortgage is refinanced, or if the Property is leased or rented, all sums secured by this Mortgage shall immediately become due and payable. Provided, however, a transfer to person who is an heir or devisee of Mortgagor, upon the death of Mortgagor, shall be permissible provided that the Note and this Mortgage are not then in default and that said person: (a) occupies the Property as their principal place of residence; (b) qualifies under the income eligibility requirements set forth in Rule 67-50, F.A.C. and 24 CFR Part 92; and (c) executes such documents (including without limitation an agreement assuming the obligations under the Note and this Mortgage) and pays such fees and charges as Mortgagee may reasonably require. Mortgagee shall give Mortgagor notice of acceleration. The notice shall provide a period of not less than thirty (30) days from the date the notice is given in accordance with Paragraph 10 hereof within which Mortgagor must pay all sums secured by this Mortgage. If said sums are not paid in full prior to the expiration of this period, Mortgagee may invoke any remedies permitted by this Mortgage without further notice or demand.

Acceleration; Remedies. Except as provided in Paragraph 16 hereof, upon the Mortgagor's breach of any covenant or agreement of the Mortgagor in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, or in the event that the Mortgagor shall have made a material misrepresentation or material omission in Mortgagor's application for the loan evidenced by the Note, Mortgagee, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Prior to acceleration of this Mortgage, Mortgagee shall give notice to Mortgagor as provided in Paragraph 10 hereof specifying (1) the breach (if the breach is curable); (2) the action required to cure such breach; (3) a date, not less than ten (10) days from the date the notice is mailed to Mortgagor, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding, and sale of the Property. The notice shall further inform Mortgagor of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Mortgagor acceleration and foreclosure. Mortgagee shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees, court costs, and costs of documentary evidence, abstracts and title reports.

Catastrophic Exception: "In the event the Lender and the servicer, at their sole and absolute discretion, after a loss mitigation analysis, find that a catastrophic event, including but not limited to the Borrower's death or extended illness, or the extended illness of a close family member who depends primarily on the Borrower for support has occurred which substantially and permanently impairs their ability to repay this Note and requires them to sell the Property for an amount less than the Note, that portion of the Note which cannot be satisfied from the proceeds of such sale shall be released."

- due to the Mortgagor's breach, the Mortgagor shall have the right to have any proceedings begun by Mortgagee to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Mortgagor pays Mortgagee all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Mortgagor cures all breaches of any other covenants or agreements of Mortgagor contained in this Mortgage; (c) Mortgagor pays all reasonable expenses incurred by Mortgagee in enforcing the covenants and agreements of Mortgagor contained in this Mortgage, and in enforcing Mortgagee's remedies as provided in Paragraph 15 hereof, including, but not limited to, reasonable attorneys' fees and court costs; and (d) the Mortgagor takes such action as Mortgagee may reasonably require to assure that the lien of this Mortgage, Mortgagee's interest in the Property and the Mortgagor's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Mortgagor, this Mortgage and the obligations secured shall hereby remain in full force and effect as if no acceleration had occurred.
- Assignment of Revenues; Appointment of Receiver. As additional security hereunder, Mortgagor hereby assigns to Mortgagee the revenues of the Property, provided that Mortgagor shall, prior to acceleration under Paragraph 15 hereof or abandonment of the Property, have the right to collect and retain such revenues as they become due and payable. Upon acceleration under Paragraph 15 hereof or abandonment of the Property, Mortgagee shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the revenues of the Property including those past due. All revenues collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and the reasonable attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those revenues actually received.

- 18. Release. Upon payment of all sums secured by this Mortgage, Mortgagee shall prepare a written satisfaction of this Mortgage. The Mortgagee shall not bear the cost of recording the Satisfaction of Mortgage; it shall be the responsibility of the Mortgagor.
- Subordination. Lender and Borrower acknowledge and agree that this Security Instrument is subject and subordinate in all respects to the liens, terms, covenants and conditions of the First Mortgage and to all advances heretofore made or which may hereafter be made pursuant to the First Mortgage including all sums advanced for the purpose of (a) protecting or further securing the lien of the First Mortgage, curing defaults by the Borrower under the First Mortgage, or for any other purpose expressly permitted by the First Mortgage or (b) constructing, renovating, repairing, furnishing, fixturing or equipping the Property. However, if the Property undergoes a refinancing, the Mortgagee reserves the right to review any information relative to the new loan and determine whether the Mortgagee's lien position remains secure. The terms and provisions of the First Mortgage are paramount and controlling, and they supersede any other terms and provisions hereof in conflict therewith. For purposes of this program, the Mortgagee, in its sole discretion may choose to take a further subordinated lien position other than what is contemplated under this paragraph herein if current liens on said Property existed prior to mortgaging the Property under this program. In the event of a foreclosure or deed in fleu of foreclosure of the First Mortgage, any provisions herein or any provisions in any other collateral agreement restricting the use of the Property to low or moderate income households or otherwise restricting the Borrower's ability to sell the Property shall have no further force or effect on subsequent owners or purchasers of the Property. Any person, including his successors or assigns (other than the Borrower or a related entity of the Borrower), receiving title to the Property through a foreclosure or deed in lieu of foreclosure of the First Mortgage shall receive title to the Property free and clear from such restrictions. Further, if the Senior Lien Holder acquires title to the Property pursuant to a deed in lieu of foreclosure, the lien of this Security Instrument shall terminate at the discretion of the Lender upon the Senior Lien Holder's acquisition of title, such termination will not be unreasonably withheld provided that (i) the Lender has been given written notice of a default under the First Mortgage, (ii) the Lender shall not have cured the default under the First Mortgage within the 30-day period provided in such notice sent to the Lender, and (iii) there is not sufficient equity in the Property to satisfy the senior lien (assuming reasonable costs) and the lien of this HOME loan.
- 20. Affordability Period. In most cases owner-occupied rehab is not subject to an affordability period. However, in situations where a manufactured home is replaced with a site built home, this is considered a new construction activity and the amount of HOME Subsidy that is invested in the home is subject to the related affordability period. Please reference the chart below:

HOME Subsidy Investment	Affordability Period (years)
\$14,999 and under	5
\$15,000 up to \$40,000	10
\$40,001 and up	15

The borrower must occupy the home throughout the duration of the affordability period pursuant to 24 CFR Part 92.254(a)(4).

- 21. Attorneys' Fees. As used in this Mortgage and in the Note, "attorneys' fees" shall include attorneys' fees, if any, incurred in connection with the collection or enforcement of this Mortgage or of the Note, whether or not suit is brought and whether incurred at trial, on appeal, in bankruptcy proceedings or otherwise.
- 22. Special Home Investment Partnerships Program Covenants, Warrants and Representations.

  Mortgagor covenants, represents and warrants to Mortgagee that: (a) the Mortgagor, along with his/her/their family, will occupy the Property as their principal residence; (b) the Property is a single-family residence and is an eligible homeownership activity under Rule 67-50, F.A.C. and 24 CFR Part 92; and (c) Mortgagor's total family income at the time of its application for the Loan was no greater than eighty percent (80%) of the local area median income, so that Mortgagor is a Very Low-Income Person within the meaning of Rule 67-50, F.A.C. and 24 CFR Part 92.

# REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST.

Mortgagee requests the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice, at Mortgagee's address set forth on page one of this Mortgage of any default under the superior encumbrance and of any sale or other foreclosure action.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

HOME Again Subordinate Mortgage (Rev. 11/3/2005)

IN WITNESS WHEREOF, Mortgagor has executed this Mortgage on the date first above written.

# NOTICE TO MORTGAGOR DO NOT SIGN THIS MORTGAGE IF IT CONTAINS BLANK SPACES. ALL SPACES SHOULD BE COMPLETED BEFORE YOU SIGN.

Signed, sealed in the presende of and delivered	d:
Cames a Disolele	Hundler 4. Dan'
James A. Riddel	
Printed Name of Witness	GWENDOLYN Y. DAVIS Printed Name of Mortgagor
margarif Junter	<u> </u>
. margaret Hunte	<u></u>
Printed Name of Witness	Printed Name of Mortgagor
STATE OF FLORIDA	
COUNTY OF Escambia	·
The foregoing instrument was acknowledged be by _Gwendolyn Y. Davis	efore me this: 5 day of May, 2006  Mortgagor. Said person is personally known to me or has produced a
valid driver's license as identification.	montgagor. Only person is personally known to me of his produced a
	margaret Kunter
,	Notary Public; State of Florida Print Name: Margaret Hunter
	My Commission Expires:
	My Commission No.:
•	MARGARET A. HUNTER
	And the contract of the contra

MARGARET A. HUNTER
MY COMMISSION # DD 501517
EXPIRES: December 22 2009
donated thru Notesy Prosic Underwitters

BK: 5903 PG: 897 Last Page

File Number: 06-1326

## **FULL LEGAL**

Exhibit "A" to

Commence at the Southwest corner of Section 10, Township 1 South, Range 30 West, Escambia County, Florida, said point also being the Southwest corner of Block 5 of the National Land Sales Company Subdivision of said Section 10; thence go North 00 degrees 00 minutes 03 seconds West along the West line of said Section 10 and the West line of said Block 5 for a distance of 859.65 feet; thence departing said West line of Section 10, go North 89 degrees 15 minutes 08 seconds East for a distance of 424.17 feet to the Point of Beginning, said point also being the Southwest corner of parcel as described in Official Records Book 1969 at page 970 of the Public records of said county; thence continue North 89 degrees 15 minutes 08 seconds East along the South line of said parcel as described in Official Records Book 1969 at Page 970 and an Easterly extension thereof for a distance of 236.73 feet to the East line of Lot 6, said Block 5, National Land Sales subdivision; thence go South 00 degrees 23 minutes 26 seconds East along said East line of said Lot 6 for a distance of 194.55 feet to the Southeast corner of said Lot 6; thence go South 89 degrees 10 minutes 30 seconds West along the South line of said Lot 6 for a distance of 40.67 feet to the Southeast corner of parcel as described in Official Records book 918 at page 537 of the Public Records of said County; thence go North 00 degrees 00 minutes 03 seconds West along the East line of said parcel as described in Official Records Book 918 at page 537 for a distance of 70.01 feet to the Northeast corner of said parcel as described in Official Records Book 918 at Page 537; thence go South 89 degrees 10 minutes 30 seconds West along the North line of said parcel as described in Official Records Book 918 at page 537 for a distance of 196.52 feet to the Southeast corner of parcel as described in Official Records book 319 at Page 37 of the Public Records of said County; thence go North 00 degrees 00 minutes 03 seconds West along the East line of parcel as described in Official Records Book 319 at Page 37 for a distance of 90.01 feet to the Northeast corner of said parcel as described in Official Records Book 319 at Page 37: thence departing said East line, go North 01 degrees 25 minutes 27 seconds West for a distance of 34.87 feet to the Point of Beginning, said parcel being a portion of Lot 6, Block 5, National Land Sales Subdivision of Section 10, Township 1 South, Range 30 West, Escambia County, Florida.

Recorded in Public Records 10/2/2018 1:57 PM OR Book 7976 Page 657, Instrument #2018078608, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording \$10.00

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

## **NOTICE OF LIEN**



## STATE OF FLORIDA **COUNTY OF ESCAMBIA**

Customer: Gwendolyn Davis

Account Number: 50416-41122

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

BEG AT SW COR OF SEC N 0 DEG 0 MIN 3 SEC W ALG W LI 859 65/100 FT N 89 DEG 15 MIN 8 SEC E 424 17/100 FT FOR POB...

Amount of Lien: \$795.67 , together with additional unpaid utility service charges, if any, which may accrue subsequent to the date of this notice and simple interest on unpaid

charges at 18 percent per annum, or at such lesser rate as may be allowed by law.

Recorded in Public Records 6/19/2019 4:38 PM OR Book 8115 Page 1723, Instrument #2019053989, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording \$10.00

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

Customer: DAVIS, GWENDOLYN

## **NOTICE OF LIEN**



## STATE OF FLORIDA COUNTY OF ESCAMBIA

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

BEG AT SW COR OF SEC N 0 DEG 0 MIN 3 SEC W ALG W LI 859 65/100 FT N 89 DEG 15 MIN 8 SEC E 424 17/100 FT FOR POB...

Recorded in Public Records 8/9/2023 10:07 AM OR Book 9021 Page 701, Instrument #2023063743, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording \$27.00

Recorded in Public Records 8/9/2023 9:39 AM OR Book 9021 Page 654, Instrument #2023063716, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording \$27.00

### THE OFFICE OF ENVIRONMENTAL ENFORCEMENT SPECIAL MAGISTRATE IN AND FOR THE COUNTY OF ESCAMBIA, STATE OF FLORIDA

**PETITIONER** 

ESCAMBIA COUNTY FLORIDA.

CASE NO:

CE2301280S

PR#:

**LOCATION: 1645 KATIE MAE LN** 101\$301101065005

VS.

DAVIS, GWENDOLYN Y 1645 KATIE MAE LN PENSACOLA, FL 32534

RESPONDENT(S)

CERTIFIED TO BE A TRUE COPY OF THE ORIGINAL ON FILE IN THIS OFFICE WITNESS MY HAND AND OFFICIAL SEAL

PAM CHILDERS

CLERK OF THE CIRCUIT COURT

BY: DATE:

ORDER

This CAUSE having come before the Office of Environmental Enforcement Special Magistrate on the Petition of the Environmental Enforcement Officer for alleged Conference of the Control of the Con violation of the ordinances of the County of Escambia, State of Florida, and the Special Magistrate having considered the evidence before him in the form of testimony by the Enforcement Officer and the Respondent(s) or representative thereof, Lucdolin Your as well as evidence submitted, and after consideration of the appropriate sections of the Escambia County Code of Ordinances, the Special Magistrate finds that a violation of the following Code of Ordinances has occurred and continues:

LDC. Ch. 4. Art. 7. Sec. 4-7.9 Outdoor Storage

Sec. 42-196(a) Nuisance - (A) Nuisance

Sec. 42-196(c) Nuisance - (C) Inoperable Vehicle

THEREFORE, the Special Magistrate, being otherwise fully apprised, finds as follows:

It is hereby ORDERED that the RESPONDENT(S) shall have until 9/7/2023 to correct the violation(s) and to bring the violation into compliance.

Page 1 Of 3

10/31/23, 1:08 PM

BK: 9021 PG: 702

BK: 9021 PG: 655

Corrective action shall include:

Complete removal of all contributing nuisance conditions; trash, rubbish, overgrowth and legally dispose of maintain clean conditions to avoid a repeat violation.

Remove vehicle(s). Repair vehicle(s) or store in rear yard behind 6' opaque fencing.

Remove all outdoor storage from the property. Store indoor items in a garage, shed or dwelling.

RV

If Respondent(s) fail to fully correct the violation(s) within the time required, Respondent(s) will be assessed a fine of \$25.00 per day, commencing 9/8/2023. This fine shall continue until the violation(s) is/are abated and the violation(s) brought into compliance, or until as otherwise provided by law. RESPONDENT IS REQUIRED, immediately upon full correction of the violation(s), to contact the Escambia County Office of Environmental Enforcement in writing to request that the office immediately inspect the property to make an official determination of whether the violation(s) has/have been abated and brought into compliance. If the violation(s) is/are not abated within the specified time period, Escambia County may elect to undertake any necessary measures to abate the violation(s). These measures could include, but are not limited to, DEMOLISHING NON-COMPLIANT STRUCTURES, LEGALLY DISPOSING OF ALL CONTRIBUTING CONDITIONS, AND TOWING OF DESCRIBED VEHICLE(S). At the request of Escambia County, the Sheriff shall enforce this order by taking reasonable law enforcement action to remove from the premises any unauthorized person interfering with the execution of this order or otherwise refusing to leave after warning. The reasonable cost of such abatement will be assessed against RESPONDENT(S) and shall constitute a lien on the property. Pursuant to Escambia County Resolution R2017-

Page 2 Of 3

10/31/23, 1:08 PM

BK: 9021 PG: 703 Last Page

BK: 9021 PG: 656 Last Page

132, costs in the amount of \$250.00 are awarded in favor of Escambia County as the prevailing party against RESPONDENT(S).

This fine shall be forwarded to the Board of County Commissioners of Escambia County. Under the authority of Sec. 162.09, Fla. Stat., as amended, and Sec. 30-35 of the Escambia County Code of Ordinances, as amended, the Board of County Commissioners will certify to the Special Magistrate all costs imposed pursuant to this order. All fees, fines, and costs owing hereunder shall constitute a lien upon ALL REAL AND PERSONAL PROPERTY OWNED BY RESPONDENT(S) including property involved herein, which lien can be enforced by foreclosure and as provided by law.

RESPONDENT(S) have the right to appeal the order(s) of the Special Magistrate to the Circuit Court of Escambia County. If RESPONDENT(S) wish(es) to appeal, RESPONDENT(S) must provide notice of such appeal in writing to both the Environmental Enforcement Division at 3363 West Park Place, Pensacola, Florida 32505, and the Escambia County Circuit Court, M.C. Blanchard Judicial Building, 190 W. Government St, Pensacola, Florida, 32502, no later than 30 days from the date of this order. Failure to timely file a Written Notice of Appeal will constitute a waiver of the right to appeal this order.

Jurisdiction is hereby retained to enter such further orders as may be appropriate and necessary.

DONE AND ORDERED in Escambia County, Elorida on this 8th day of

August, 2023.

DeWitt D. Clark Special Magistrate Office of Environmental Enforcement

Recorded in Public Records 10/08/2014 at 10:57 AM OR Book 7239 Page 786, Instrument #2014074187, Pam Childers Clerk of the Circuit Court Escambia County, FL

## IN THE COUNTY COURT IN AND FOR ESCAMBIA COUNTY FLORIDA

STATE OF FLORIDA

VS

CASE NO: 2013 CO 002528 A CITATION NO:

**GWENDOLYN Y DAVIS** 1645 KATIE MAE LN PENSACOLA, FL 32534

/F DOB: 10/15/1950

SSN: - ---

#### JUDGMENT AGAINST DEFENDANT FOR ANIMAL CONTROL FINES AND COSTS

It is hereby ordered and adjudged that the above-named defendant shall pay to ESCAMBIA COUNTY, a political subdivision of the State of Florida, the sum of 520.00, payable to the Clerk of the Court, which the Court has determined to be the defendant's liability for civil infraction under animal control law per FS 828.27.

It is further ordered and adjudged that, in accordance with Section 828.27, Florida Statutes, a lien is hereby created against all of the property, both real and personal, of the defendant and his/her estate, in the amount aforesaid, in favor of the aforesaid county and shall bear interest at the rate set out in s.55.03 Florida Statutes, for which let execution issue.

DONE AND ORDERED this 2 day of Collar

I do hereby certify that a copy of hereof has been furnished to defendant by delivery/mail, this day



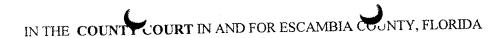
PAM CHILDERS CLERK OF THE COURT

cc: GWENDOLYN Y DAVIS

CERTIFIED TO BE A TRUE COPY OF THE ORIGINAL ON FILE IN THIS OFFICE WITNESS MY HAND AND OFFICIAL SEAL PAM CHILDERS

(MMANLIEN 24961)

Recorded in Public Records 08/28/2013 at 08:17 AM OR Book 7066 Page 1826, Instrument #2013064794, Pam Childers Clerk of the Circuit Court Escambia County, FL



STATE OF FLORIDA

VS

CASE NO:

2012 MM 024293 A

GWENDOLYN YVONNE DAVIS 1645 KATIE MAE LN PENSACOLA, FL 32534

DIVISION: II

DATE OF BIRTH: 10/15/1950

SOCIAL SECURITY NBR:

## FINAL JUDGMENT FOR FINES, COSTS, AND ADDITIONAL CHARGES

On AUGUST 16, 2013, an order assessing fines, costs, and additional charges was entered against the Defendant, GWENDOLYN YVONNE DAVIS requiring payment of certain sums for fines, costs, and additional charges. Defendant having failed to make full payment,

IT IS ADJUDGED that the Escambia County Clerk of the Circuit Court, 190 W GOVERNMENT ST, PENSACOLA, FLORIDA 32502 recover from Defendant those remaining unpaid fines, costs and additional charges in the sum of \$450.00, the amounts of which shall bear interest at the rate prescribed by law 4.75% until satisfied.

It is further **ORDERED AND ADJUDGED** that a lien is hereby created against all of the property, both real and personal, of the defendant.

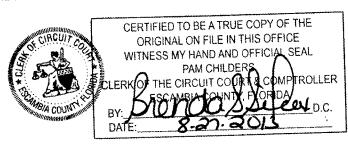
FOR WHICH LET EXECUTION ISSUE.

DONE AND ORDERED in open court/chambers in Pensacola, Escambia County, Florida, this

21st day of August 2013.

COUNTY JUDGE

Copy to: DEFENDANT







46

IN THE COUNTY COURT IN AND FOR ESCAMBIA COUNTY, FLORIDA

TCF NATIONAL BANK, MINNESOTA as successor in interest to TCF FINANCIAL SERVICES, INC.,

Plaintiff.

VS.

SAMUEL M. SMITH,

Defendant.

OR BK 5414 P80464 Escambia County, Florida INSTRUMENT 2004-242438 RCD May 20, 2004 11-22

RCD May 20, 2004 11:22 as Escasbia County, Florida

ERNIE LEE MAGRIA Clerk of the Circuit Court INSTRUMENT 2004-242438

DR BK 5431 PG1360 Escambia County Florida INSTRUMENT 2004-250668

RCD Jun 14, 2004 04:10 pm Escambia County, Florida

ERNIE LEE MAGAHA Clerk of the Circuit Court INSTRUMENT 2004-250868

Case No. 2004 CC 000868

#### FINAL JUDGMENT

THIS CAUSE having come before the Court on Plaintiff's Motion for Final Judgment after Default,

It is adjudged that the Plaintiff, TCF NATIONAL BANK, MINNESOTA as successor in interest to TCF FINANCIAL SERVICES, INC., recover from the Defendant, SAMUEL M. SMITH, the sum of \$5,988.14 as principal, \$4,182.71 as prejudgment interest, with costs of \$118.50, for a total of \$10,289.35, all of which shall bear interest at the rate of 7%, for all which let execution issue.

The Court reserves jurisdiction as to the issue of attorney's fees.

It is further ordered and adjudged that the judgment debtor shall complete under oath Florida Rule of Civil Procedure Form 1.977A (Fact Information Sheet), including all required attachments, and serve it on the judgment creditor's attorney, or the judgment creditor if the judgment creditor is not represented by an attorney, within 45 days from the date of this final judgment, unless the final judgment is satisfied or post-judgment discovery is stayed.

If the Defendant claims to be the head of household in which defendant's spouse resides, the Defendant shall complete the Spouse Related Portion in addition to all of the rest of the Fact Information Sheet.

Jurisdiction of this case is retained to enter further orders that are proper to compel the judgment debtor to complete form 1.977A, including all required attachments, and serve it on the judgment creditor's attorney, or the judgment creditor if the judgment creditor is not represented by attorney.

DONE AND ORDERED at Pensacola, Escambia County, Florida on MA

. 2004.

COUNTY JUDGE

Conformed copies to:
J. ARBY VAN SLYKE, ESQUIRE
Post Office Box 13244
Pensacola, FL 32591
Attorney for Plaintiff and Additional
Person to Receive Notice of Hornest

MEIA COUNT

Person to Receive Notice of Homestead
RCUT CO Certified to be a true copy of
His original on file in this office
Witness my hand and official seal
HINE LEE MAGAHA
Sierk of the Circuit Court
Escapible County, Florida

Samuel M. Smith 4470 Spanish Trail, Apt. 130 Pensacola, FL 32504

TCF Financial Services, Inc. 001-02-M 801 Marquette Avenue Minneapolis, MN 55402 ESCAMBIA COUNTY FL

## STATE OF FLORIDA **COUNTY OF ESCAMBIA**

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

**CERTIFICATE # 00391 of 2021** 

I, PAM CHILDERS, CLERK OF THE CIRCUIT COURT OF ESCAMBIA COUNTY, FLORIDA, do hereby certify that I did on December 21, 2023, mail a copy of the foregoing Notice of Application for Tax Deed, addressed to:

GWENDOLYN Y DAVIS FLORIDA HOUSING FINANCE CORP 1645 KATIE MAE LN 227 NORTH BRONOUGH ST SUITE 5000 PENSACOLA, FL 32534 TALLAHASSEE, FL 32301-1329

> ESCAMBIA COUNTY ANIMAL CONTROL
>
> TCF FINANCIAL SERVICES INC 3363 W PARK PL PENSACOLA, FL 32505

TCF NATIONAL BANK MINNESOTA 801 MARQUETTE AVENUE MINNEAPOLIS, MN 55402

221 PALAFOX PLACE STE 430 PENSACOLA FL 32502

ESCAMBIA COUNTY / COUNTY ATTORNEY

ESCAMBIA COUNTY OFFICE OF CODE ENFORCEMENT
ESCAMBIA CENTRAL OFFICE COMPLEX 3363 WEST PARK PLACE PENSACOLA FL 32505

> ESCAMBIA COUNTY / STATE OF FLORIDA 9255 STURDEVANT ST 190 GOVERNMENTAL CENTER PENSACOLA, FL 32514 PENSACOLA FL 32502

WITNESS my official seal this 21th day of December 2023.

PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

By:

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 February 7, 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

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(see attached)

#### **SECTION 10, TOWNSHIP 1 S, RANGE 30 W**

TAX ACCOUNT NUMBER 020115700 (0224-10)

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

#### GWENDOLYN Y DAVIS

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 February, which is the **7th** day of February 2024.

Dated this 14th day of December 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.

STATE COMPTRO

PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

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**Post Property:** 

**1645 KATIE MAE LN 32534** 



PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

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#### **Personal Services:**

**GWENDOLYN Y DAVIS** 1645 KATIE MAE LN PENSACOLA, FL 32534

COMPTA OUNTY TOWN

PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

## ESCAMBIA COUNTY SHERIFF'S OFFICE ESCAMBIA COUNTY, FLORIDA

## NON-ENFORCEABLE RETURN OF SERVICE

Agency Number: 24-002354

0224-10

Document Number: ECSO23CIV046349NON

Court: TAX DEED
County: ESCAMBIA

Case Number: CERT NO 00391 2021

Attorney/Agent:
PAM CHILDERS
CLERK OF COURT
TAX DEED

Plaintiff:

**RE: GWENDOLYN Y DAVIS** 

Defendant:

Type of Process: NOTICE OF APPLICATION FOR TAX DEED

Individual

Received this Writ on 12/27/2023 at 8:55 AM and served same on GWENDOLYN Y DAVIS , at 10:48 AM on 12/28/2023 in ESCAMBIA COUNTY, FLORIDA, by delivering 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.

CHIP W SIMMONS, SHERIFF ESCAMBIA COUNTY, FLORIDA

By:

C. CEPHANS, CPS

Service Fee: Receipt No:

\$40.00 BILL

Printed By: LCMITCHE

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 February 7, 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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#### **Personal Services:**

**GWENDOLYN Y DAVIS** 1645 KATIE MAE LN PENSACOLA, FL 32534

SAT COUNT FOR

PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

# ESCAMBIA COUNTY SHERIFF'S OFFICE ESCAMBIA COUNTY, FLORIDA

## NON-ENFORCEABLE RETURN OF SERVICE

Agency Number: 24-002355

Document Number: ECSO23CIV046350NON

Court: TAX DEED
County: ESCAMBIA

Case Number: CERT NO 00391 2021

Attorney/Agent:
PAM CHILDERS
CLERK OF COURT
TAX DEED

Plaintiff:

RE: GWENDOLYN Y DAVIS

Defendant:

Type of Process: NOTICE OF APPLICATION FOR TAX DEED

Received this Writ on 12/27/2023 at 8:55 AM and served same at 10:48 AM on 12/28/2023 in ESCAMBIA COUNTY, FLORIDA, by serving POST PROPERTY, the within named, to wit: , .

POSTED TO THE PROPERTY AS INSTRUCTED BY THE CLERKS OFFICE

CHIP W SIMMONS, SHERIFF ESCAMBIA COUNTY, FLORIDA

Ву:

C. CEPAHAS, CPS

Service Fee: Receipt No:

\$40.00 BILL

Printed By: LCMITCHE

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**1645 KATIE MAE LN 32534** 



PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

GWENDOLYN Y DAVIS [0224-10] 1645 KATIE MAE LN PENSACOLA, FL 32534

FLORIDA HOUSING FINANCE CORP [0224-10] 227 NORTH BRONOUGH ST SUITE 5000 TALLAHASSEE, FL 32301-1329

9171 9690 0935 0128 0717 36

9171 9690 0935 0128 0717 29

ESCAMBIA COUNTY ANIMAL CONTROL [0224-10] 3363 W PARK PL PENSACOLA, FL 32505 TCF NATIONAL BANK MINNESOTA
[0224-10]
TCF FINANCIAL SERVICES INC
801 MARQUETTE AVENUE
MINNEAPOLIS, MN 55402

9171 9690 0935 0128 0717 12

9171 9690 0935 0128 0717 05

ESCAMBIA COUNTY / COUNTY ATTORNEY [0224-10] 221 PALAFOX PLACE STE 430 PENSACOLA FL 32502

ESCAMBIA COUNTY OFFICE OF CODE ENFORCEMENT [0224-10] ESCAMBIA CENTRAL OFFICE COMPLEX 3363 WEST PARK PLACE PENSACOLA FL 32505

9171 9690 0935 0128 0716 99

9171 9690 0935 0128 0716 82

ECUA [0224-10] 9255 STURDEVANT ST PENSACOLA, FL 32514 ESCAMBIA COUNTY / STATE OF FLORIDA [0224-10] 190 GOVERNMENTAL CENTER PENSACOLA FL 32502

9171 9690 0935 0128 0716 75





TCF NATIONAL BANK MINNESOTA [0224-10] TCF FINANCIAL SERVICES INC 801 MARQUETTE AVENUE MINNEAPOLIS, MN 55402

9171 9690 0935 0128 0717 05

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## **Pam Childers**

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

GWENDOLYN Y DAVIS [0224-10] 1645 KATIE MAE LN PENSACOLA, FL 32534



9171 9690 0935 0128 0717 36



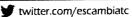
0001/22/24

NIXIE



## **Scott Lunsford, CFC** • Escambia County Tax Collector

EscambiaTaxCollector.com facebook.com/ECTaxCollector twitter.com/escambiatc





2023

REAL ESTATE

Notice of Ad Valorem and Non-Ad Valorem Assessments

PROPERTY REFERENCE NUMBER MILLAGE CODE **ESCROW CODE** 101\$301101065005 06 02-0115-700

DAVIS GWENDOLYN Y 1645 KATIE MAE LN PENSACOLA, FL 32534

PROPERTY ADDRESS: 1645 KATIE MAE LN **EXEMPTIONS:** HOMESTEAD EXEMPTION

PRIOR YEAR(S) TAXES OUTSTANDING

	AD '	VALOREM TAXES			
TAXING AUTHORITY	MILLAGE RATE AS	SESSED VALUE EKEM	PTION AMOUNT TAX	ABLE AMOUNT T	XES LEVIED
COUNTY	6.6165	52,683	27,683	25,000	165.41
PUBLIC SCHOOLS					
BY LOCAL BOARD	1.9620	52,683	25,000	27,683	54.31
BY STATE LAW	3.1820	52,683	25,000	27,683	88.09
WATER MANAGEMENT	0.0234	52,683	27,683	25,000	0.59
SHERIFF	0.6850	52,683	27,683	25,000	17.13
M.S.T.U. LIBRARY	0.3590	52,683	27,683	25,000	8.98
ESCAMBIA CHILDRENS TRUST	0.4365	52,683	27,683	25,000	10.91

**TOTAL MILLAGE** 

13.2644

**AD VALOREM TAXES** 

\$345.42

	IOINE MILLINGE			712 7712 7712 7712 7712 7712 7712 7712	
LEGAL DI	ESCRIPTION	ì	NON-AD VALOREM ASSESSMENTS		
		TAXING AUTHORE	Υ	RATE	AMOUNT
ALG W LI 859 65/1	EC N 0 DEG 0 MIN 3 SEC W .00 FT N 89 DEG 15 MI I Legal on Tax Roll	FP FIRE PROTECTION	<b>I</b>		125.33
			N	ON-AD VALOREM ASSESSMENTS	\$125.33
	at EscambiaTax ust be in U.S. funds draw	Collector.com In from a U.S. bank	COMBINI	ED TAXES AND ASSESSMENTS	\$470.75
If Paid By Please Pay	Jan 31, 2024 \$461.33	Feb 29, 2024 \$466.04	Mar 31, 2024 \$470.75		

**RETAIN FOR YOUR RECORDS** 

## 2023 REAL ESTATE TAXES DETACH HERE AND RETURN THIS PORTION WITH YOUR PAYMENT

**ACCOUNT NUMBER** 

02-0115-700

PROPERTY ADDRESS

1645 KATIE MAE LN

DAVIS GWENDOLYN Y 1645 KATIE MAE LN PENSACOLA, FL 32534 Make checks payable to:

Scott Lunsford, CFC

**Escambia County Tax Collector** 

P.O. BOX 1312 PENSACOLA, FL 32591

Pay online at EscambiaTaxCollector.com

**PRIOR YEAR(S) TAXES OUTSTANDING** 

Payments in U.S. funds from a U.S. bank

IE AMOUNT
Jan 31, 2024 461.33
Feb 29, 2024 466.04
Mar 31, 2024 470.75

DO NOT FOLD, STAPLE, OR MUTILATE

# SUMMATION WEEKLY

A Weekly Publication of the Escambia-Santa Rosa Bar Association Since 2014

#### NOTICE OF APPLICATION FOR TAX DEED

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PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

By: Emily Hogg Deputy Clerk

#### LEGAL DESCRIPTION

BEGAT SW COR OF SEC N 0 DEG 0 MIN 3 SEC W ALG W LI 859 65/100 FT N 89 DEG 15 MIN 8 SEC E 424 17/100 FT FOR POB CONT N 89 DEG 15 MIN 8 SEC E ALG S LI 236 73/100 FT TO E LI OF LT 6 BLK 5 NATIONAL LAND SALES S/D S 0 DEG 23 MIN 26 SEC E ALG E LI OF SD LT 6 194 55/ 100 FT TO SE COR OF SD LT 6 S 89 DEG 10 MIN 30 SEC W ALG S LI 40 67/100 FT TO SE COR OF PARC DESC IN OR 918 P 537 N 0 DEG 0 MIN 3 SEC W ALG E LI OF SD PARC 70 01/ 100 FT TO NE COR OF SD PARC S 89 DEG 10 MIN 30 SEC W ALG N LI 196 52/100 FT TO SE COR OF PARC DESC IN OR 319 P 37 N 0 DEG 0 MIN 3 SEC W ALG E LI OF SD PARC 90 01/100 FT TO NE COR OF SD PARC N 1 DEG 25 MIN 27 SEC W 34 87/100 FT TO POB OR 5544 P17/19

4WR1/3-1/24TD

Before the undersigned authority personally appeared Malcolm Ballinger who under oath says that he is the Legal Administrator and Publisher of The Summation Weekly Newspaper published at Pensacola in Escambia & Santa Rosa County, Florida; that the attached copy of the advertisement, being a notice in the matter of **2021-TD-00391** in the Escambia County Court was published in said newspaper in and was printed and released on January 3, 2024; January 10, 2024; January 17, 2024; and January 24, 2024.

Affiant further says that the said Summation Weekly is a newspaper published at Pensacola, in said Escambia & Santa Rosa Counties, Florida, and that the said newspaper has heretofore been continuously published in said Escambia & Santa Rosa Counties, Florida each week and has been entered as second class mail matter at the post office in Pensacola, in said Escambia County, 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 of the said newspaper.

x Solly

MALCOLM BALLINGER, PUBLISHER FOR THE SUMMATION WEEKLY

STATE OF FLORIDA COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me by means of [X] physical presence or [] online notarization, this 24th day of January, 2024, by MALCOLM BALLINGER, who is personally known to me.

X

NOTARY PUBLIC
Brooklyn Faith Coates
Notary Public
State of Florida
Comm# HH053675
Expires 10/14/2024

#### **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: 020115700 Certificate Number: 000391 of 2021

Payor: GWENDOLYN Y DAVIS 1645 KATIE MAE LN PENSACOLA, FL 32534 Date 2/2/2024

Clerk's Check # 1	Clerk's Total	\$524.40 \$ 3,490
Tax Collector Check # 1	Tax Collector's Total	\$3(01),79
	Postage	\$50.47
	Researcher Copies	\$0.00
	Recording	\$10.00
	Prep Fee	\$7.00
	Total Received	<del>-\$3,603.66</del> -

\$3,563,66

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

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# BRANCH OFFICES ARCHIVES AND RECORDS JUVENILE DIVISION CENTURY

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

## Case # 2021 TD 000391 Redeemed Date 2/2/2024

Name GWENDOLYN Y DAVIS 1645 KATIE MAE LN PENSACOLA, FL 32534

Clerk's Total = TAXDEED	\$584/40 \$3,496,19
Due Tax Collector = TAXDEED	\$3,011.79
Postage = TD2	\$50.47
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
			FINANCIALSUM	MARY	1486

No Information Available - See Dockets

Search Property Receptive Sheet Lien Holder's U. Sold To R Redeem Forms & Courtview Benchmark



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

Tax Deed - Redemption Calculator
Account: 020115700 Certificate Number: 000391 of 2021

Redemption No 🗸	Application Date 4/26/2023	Interest Rate 18%	
	Final Redemption Payment ESTIMATED	Redemption Overpayment ACTUAL	
	Auction Date 2/7/2024	Redemption Date 2/2/2024	
Months	10	10	
Tax Collector	\$2,608.08	\$2,608.08	
Tax Collector Interest	\$391.21	\$391.21	
Tax Collector Fee	\$12.50	\$12.50	
Total Tax Collector	\$3,011.79	\$3,011.79	
Record TDA Notice	\$17.00	\$17.00	
Clerk Fee	\$119.00	\$119.00	
Sheriff Fee	\$120.00	\$120.00	
Legal Advertisement	\$200.00	\$200.00	
App. Fee Interest	\$68.40	\$68.40	
Total Clerk	\$524.40	\$524.40 CH	
Release TDA Notice (Recording)	\$10.00	\$10.00	
Release TDA Notice (Prep Fee)	\$7.00	\$7.00	
Postage	\$50.47	\$50.47	
Researcher Copies	\$0.00	\$0.00	
Total Redemption Amount	\$3,603.66	\$3,603.66	
		to me	
	Repayment Overpayment Refund Amount	\$0.00	
Book/Page	8990	734	

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2024008355 2/5/2024 8:25 AM
OFF REC BK: 9099 PG: 1420 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 8990, Page 734, of Escambia County, for the tax certificate, tax deed, and property described below:

Tax Certificate No. Certificate No. 00391, issued the 1st day of June, A.D., 2021

TAX ACCOUNT NUMBER: 020115700 (0224-10)

(see attached)

**SECTION 10, TOWNSHIP 1 S, RANGE 30 W** 

NAME IN WHICH ASSESSED: GWENDOLYN Y DAVIS

Dated this 2nd day of February 2024.

COUNTY, ROBERT

PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA