

APPLICATION FOR TAX DEED

Section 197.502, Florida Statutes

512
R. 12/16

Application Number: 2300136

To: Tax Collector of ESCAMBIA COUNTY, Florida

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

hold the listed tax certificate and hereby surrender the same to the Tax Collector and make tax deed application thereon:

Account Number	Certificate No.	Date	Legal Description
05-4858-000	2021/2169	06-01-2021	LOT 4 BLK 4 MAYFAIR PB 3 P 54 OR 5473 P 938

I agree to:

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

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

Electronic signature on file
ASSEMBLY TAX 36, LLC
ASSEMBLY TAX 36 LLC FBO SEC PTY
PO BOX 12225
NEWARK, NJ 07101-3411

04-17-2023
Application Date

Applicant's signature

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

INSTRUCTIONS + 12.50

Tax Collector (complete Parts 1-4)

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

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

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

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

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

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

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

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

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

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

Clerk of Court (complete Part 5)

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

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



CERTIFICATION OF TAX DEED APPLICATION

Sections 197.502 and 197.542, Florida Statutes

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

0923.70

Part 1: Tax Deed Application Information

Applicant Name Applicant Address	ASSEMBLY TAX 36, LLC ASSEMBLY TAX 36 LLC FBO SEC PTY PO BOX 12225 NEWARK, NJ 07101-3411	Application date	Apr 17, 2023
Property description	ROBINSON TINA A 4034 WOODLAND DR VILLA RICA, GA 30180 206 N GARFIELD DR 05-4858-000 LOT 4 BLK 4 MAYFAIR PB 3 P 54 OR 5473 P 938	Certificate #	2021 / 2169
		Date certificate issued	06/01/2021

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

Column 1 Certificate Number	Column 2 Date of Certificate Sale	Column 3 Face Amount of Certificate	Column 4 Interest	Column 5: Total (Column 3 + Column 4)
# 2021/2169	06/01/2021	645.56	32.28	677.84
# 2022/2376	06/01/2022	726.30	36.32	762.62
→Part 2: Total*				1,440.46

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

Column 1 Certificate Number	Column 2 Date of Other Certificate Sale	Column 3 Face Amount of Other Certificate	Column 4 Tax Collector's Fee	Column 5 Interest	Total (Column 3 + Column 4 + Column 5)
# /					
Part 3: Total*					0.00

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

1. Cost of all certificates in applicant's possession and other certificates redeemed by applicant (*Total of Parts 2 + 3 above)	1,440.46
2. Delinquent taxes paid by the applicant	0.00
3. Current taxes paid by the applicant	723.06
4. Property information report fee	200.00
5. Tax deed application fee	175.00
6. Interest accrued by tax collector under s.197.542, F.S. (see Tax Collector Instructions, page 2)	0.00
7. Total Paid (Lines 1-6)	2,538.52

I certify the above information is true and the tax certificates, interest, property information report fee, and tax collector's fees have been paid, and that the property information statement is attached.

Sign here: Escambia, Florida
Date May 1st, 2023
Signature, Tax Collector or Designee

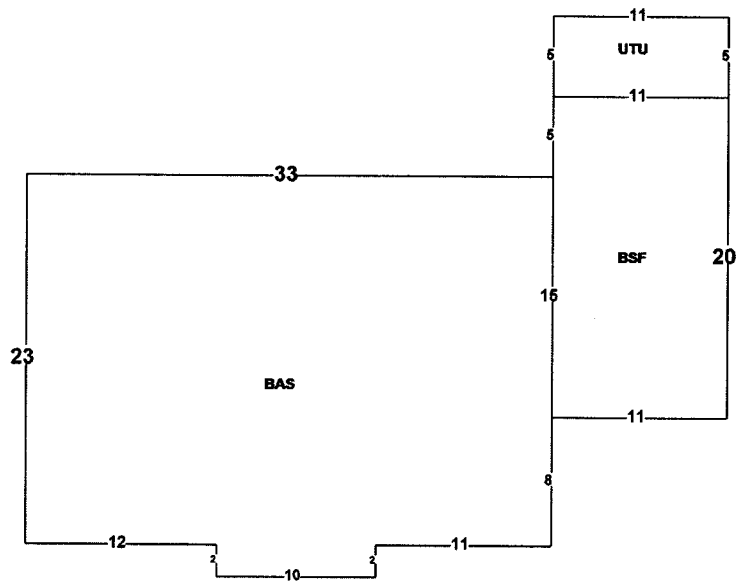
Send this certification to the Clerk of Court by 10 days after the date signed. See Instructions on Page 2

Structural Elements

DECOR/MILLWORK-AVERAGE
DWELLING UNITS-1
EXTERIOR WALL-ALUMINUM SIDING
EXTERIOR WALL-SIDING-BLW.AVG.
FLOOR COVER-VINYL/CORK
FOUNDATION-SLAB ON GRADE
HEAT/AIR-CENTRAL H/AC
INTERIOR WALL-DRYWALL-PLASTER
NO. PLUMBING FIXTURES-3
NO. STORIES-1
ROOF COVER-COMPOSITION SHG
ROOF FRAMING-GABLE
STORY HEIGHT-0
STRUCTURAL FRAME-MASONRY PIL/STL

Areas - 1054 Total SF

BASE AREA - 779
BASE SEMI FIN - 220
UTILITY UNF - 55



Images



8/17/2011 12:00:00 AM

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

Last Updated:05/02/2023 (tc 7218)



Chris Jones Escambia County Property Appraiser

Real Estate Search

Tangible Property Search

Sale List

← Nav. Mode ☒ Account ☐ Parcel ID →

[Printer Friendly Version](#)

General Information		Assessments				
Parcel ID:	152S301000004005	Year	Land	Imprv	Total	Cap Val
Account:	054858000	2022	\$8,000	\$46,930	\$54,930	\$31,381
Owners:	ROBINSON TINA A	2021	\$8,000	\$35,557	\$43,557	\$28,529
Mail:	4034 WOODLAND DR VILLA RICA, GA 30180	2020	\$4,500	\$28,091	\$32,591	\$25,936
Situs:	206 N GARFIELD DR 32505	Disclaimer				
Use Code:	SINGLE FAMILY RESID	Tax Estimator				
Taxing Authority:	COUNTY MSTU	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	
Sale Date	Book	Page	Value	Type	Official Records (New Window)	None	
06/2004	5473	938	\$57,000	WD		Legal Description	
09/1989	2755	670	\$29,000	WD		LOT 4 BLK 4 MAYFAIR PB 3 P 54 OR 5473 P 938	
01/1976	984	277	\$13,200	WD		Extra Features	
01/1975	826	479	\$12,000	WD		METAL SHED	
Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller							

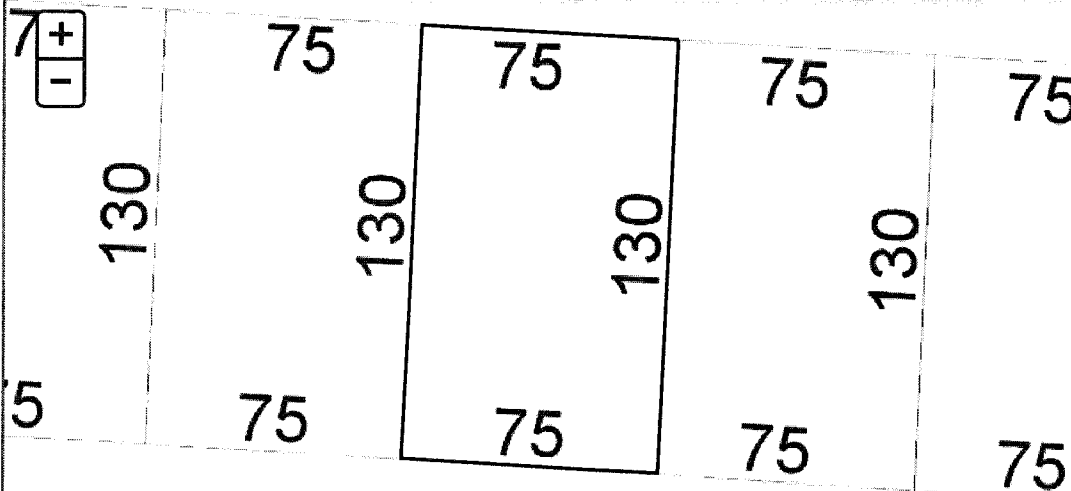
Parcel Information [Launch Interactive Map](#)

Section Map Id:
15-2S-30-1

Approx. Acreage:
0.2200

Zoned:
MDR

Evacuation & Flood Information
[Open Report](#)



[View Florida Department of Environmental Protection \(DEP\) Data](#)

Buildings

Address: 206 N GARFIELD DR, Year Built: 1955, Effective Year: 1955, PA Building ID#: 76967

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2023036180 5/8/2023 10:11 AM
OFF REC BK: 8973 PG: 859 Doc Type: TDN

NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That **ASSEMBLY TAX 36 LLC** holder of **Tax Certificate No. 02169**, 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:

LOT 4 BLK 4 MAYFAIR PB 3 P 54 OR 5473 P 938

SECTION 15, TOWNSHIP 2 S, RANGE 30 W

TAX ACCOUNT NUMBER 054858000 (0923-70)

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

TINA A ROBINSON

Unless said certificate shall be redeemed according to law, the property described therein will be sold to the highest bidder at public auction at 9:00 A.M. on the **first** Wednesday in the month of September, which is the **6th day of September 2023**.

Dated this 5th day of May 2023.

In accordance with the AMERICANS WITH DISABILITIES ACT, if you are a person with a disability who needs special accommodation in order to participate in this proceeding you are entitled to the provision of certain assistance. Please contact Emily Hogg not later than seven days prior to the proceeding at Escambia County Government Complex, 221 Palafox Place Ste 110, Pensacola FL 32502. Telephone: 850-595-3793.



PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

By:
Emily Hogg
Deputy Clerk



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

THE ATTACHED REPORT IS ISSUED TO:

SCOTT LUNSFORD, ESCAMBIA COUNTY TAX COLLECTOR

TAX ACCOUNT #: 05-4858-000 CERTIFICATE #: 2021-2169

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

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

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

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

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

Period Searched: June 15, 2003 to and including June 15, 2023 Abstractor: Alicia Hahn

BY

Michael A. Campbell,
As President
Dated: June 16, 2023

PROPERTY INFORMATION REPORT
CONTINUATION PAGE

June 16, 2023

Tax Account #: **05-4858-000**

1. The Grantee(s) of the last deed(s) of record is/are: **TINA A ROBINSON**

By Virtue of Warranty Deed recorded 8/10/2004 in OR 5473/938
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. **Code Enforcement Lien in favor of Escambia County recorded 12/20/2010 OR 6670/168 together with Order recorded 7/29/2011 OR 6747/146**
 - b. **Code Enforcement Lien in favor of Escambia County recorded 12/6/2011 OR 6793/1208 together with Order recorded 1/23/2014 OR 7127/1822**
4. Taxes:

Taxes for the year(s) 2020-2022 are delinquent.
Tax Account #: 05-4858-000
Assessed Value: \$31,381.00
Exemptions: NONE
5. We find the following HOA names in our search (if a condominium, the condo docs book and page are included for your review): **NONE**

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

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

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

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

CERTIFICATION: TITLE SEARCH FOR TDA

TAX DEED SALE DATE: SEP 6, 2023

TAX ACCOUNT #: 05-4858-000

CERTIFICATE #: 2021-2169

In compliance with Section 197.522, Florida Statutes, the following is a list of names and addresses of those persons, firms, and/or agencies having legal interest in or claim against the above-described property. The above-referenced tax sale certificate is being submitted as proper notification of tax deed sale.

YES	NO	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Notify City of Pensacola, P.O. Box 12910, 32521
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Notify Escambia County, 190 Governmental Center, 32502
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Homestead for <u>2022</u> tax year.

TINA A ROBINSON
206 N GARFIELD DR
PENSACOLA, FL 32505

TINA A ROBINSON
206 GARFIELD DR
PENSACOLA, FL 32505

TINA A ROBINSON
4034 WOODLAND DR
VILLA RICA, GA 30180

ESCAMBIA COUNTY CODE ENFORCEMENT
3363 W PARK PL
PENSACOLA, FL 32505

TINA A ROBINSON
C/O HENRY NICHOLS
8 MILTON RD
PENSACOLA, FL 32503

Certified and delivered to Escambia County Tax Collector, this 16th day of June, 2023.

PERDIDO TITLE & ABSTRACT, INC.



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

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

PROPERTY INFORMATION REPORT

June 16, 2023

Tax Account #:05-4858-000

**LEGAL DESCRIPTION
EXHIBIT "A"**

LOT 4 BLK 4 MAYFAIR PB 3 P 54 OR 5473 P 938

SECTION 15, TOWNSHIP 2 S, RANGE 30 W

TAX ACCOUNT NUMBER 05-4858-000(0923-70)

Prepared by: Bonnie Otero
Lawyers Title Insurance Corporation
14802 N Dale Mabry Hwy Ste 100
Tampa, FL 33618
Case NO.: 0406968 crw

Return to: Tina A. Robinson
206 Garfield Drive
Pensacola FL 32505

OR BK 5473 PG0938
Escambia County, Florida
INSTRUMENT 2004-273007

DEED DOC STAMPS PD @ ESC CO \$ 399.00
08/10/04 ERNIE LEE MAGAHA, CLERK

RCD Aug 10, 2004 01:36 pm
Escambia County, Florida

ERNIE LEE MAGAHA
Clerk of the Circuit Court
INSTRUMENT 2004-273007

INDIVIDUAL WARRANTY DEED

This Warranty Deed made on June 18, 2004

Between Patrick J. Smyth and Winona F. Smyth, Husband and Wife

whose mailing address is: 5416 Tomlinson Rd
Pensacola, FL 32526

hereinafter called the Grantor, and
Tina A. Robinson

whose mailing address is: 206 Garfield Drive
Pensacola FL 32505

hereinafter called the Grantee,
WITNESSETH, that the Grantor, for and in consideration of the sum of Ten Dollars (\$10) and other valuable considerations the receipt whereof is hereby acknowledged has granted, bargained, and sold unto the Grantee, and Grantee's successors, and assigns forever, all that certain parcel of land in the county of Escambia, State of Florida to wit:

Lot 4, Block 4, MAYFAIR, according to the map or plat thereof, as recorded in Plat Book 3, page 54, of the Public Records of Escambia County, Florida.

TAX FOLIO NUMBER: 05-4858-000

and Grantor does hereby fully warrant title to said land and will defend the same against the lawful claims of all persons whomsoever, except taxes for the year 2004 and subsequent years, and restrictions, limitations, covenants, and easements of record, if any. ("Grantor and Grantee" are used herein for singular or plural, the singular shall include plural, and any gender shall include all genders, as context requires.)

Signed, Sealed, and Delivered in our presence:

(Wit.) Bryann E. Miles

Patrick J. Smyth (SEAL)
Patrick J. Smyth

(Wit.) Gregg Smock

Winona F. Smyth (SEAL)
Winona F. Smyth

(Wit.) _____

(SEAL)

(Wit.) _____

(SEAL)

State of Florida
County of Hillsborough

The foregoing instrument is acknowledged before me, on June 18, 2004 by
Patrick J. Smyth and Winona F. Smyth, Husband and Wife

who is personally known to me or who has/have produced a driver's
license(s) as identification and did take an oath.

Witness my signature and official seal in the aforesaid
state and county.

Lois C. Smock
Notary Public
Lois C. Smock
Escambia County, State of Florida

My commission expires
(Affix Notary Seal)

April 9, 2007



Escambia County,
State of Florida
Lois C. Smock
Commission #DD201843
Expires: Apr 09, 2007
Bonded Thru
Atlantic Bonding Co., Inc.

Recorded in Public Records 12/20/2010 at 02:42 PM OR Book 6670 Page 168,
Instrument #2010082166, Ernie Lee Magaha Clerk of the Circuit Court Escambia
County, FL Recording \$44.00

Recorded in Public Records 12/20/2010 at 01:53 PM OR Book 6669 Page 1871,
Instrument #2010082091, Ernie Lee Magaha Clerk of the Circuit Court Escambia
County, FL Recording \$44.00

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

ESCAMBIA COUNTY, FLORIDA

VS.

**CASE NO: CE#10-09-05246
LOCATION: 808 North 63rd Avenue 1/2
PR# 352S30-4400-000-012**

**Kyle R. Howell & Tina A. Robinson
4034 Woodland Drive
Villa Rica, Georgia 30180**

ORDER

This CAUSE having come before the Office of Environmental
Enforcement Special Magistrate on the Petition of the Environmental Enforcement
Officer for alleged 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 or representative,
N/A, 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 Ordinance(s) has occurred and continues

- ☒ 42-196 (a) Nuisance Conditions
- ☒ 42-196 (b) Trash and Debris
- ☒ 42-196 (c) Inoperable Vehicle(s); Described White RV w/ orange stripe and tan oldsmobile
- ☒ 42-196 (d) Overgrowth

Certified to be a true copy of
the original on file in this office
Witness my hand and official seal
ERNIE LEE MAGAHA
Clerk of the Circuit Court
Escambia County, Florida
By Ernie Lee Magaha
Date December 20, 2010

BK: 6670 PG: 169

BK: 6669 PG: 1872

- ☐ 30-203 Unsafe Building; Described as ☐ Main Structure ☐ Accessory Building(s)
- ☐ (a) ☐ (b) ☐ (c) ☐ (d) ☐ (e) ☐ (f) ☐ (g) ☐ (h) ☐ (i) ☐ (j) ☐ (k) ☐ (l) ☐ (m) ☒ (n) ☒ (o)
- ☐ (p) ☐ (q) ☒ (r) ☒ (s) ☒ (t) ☒ (u) ☐ (v) ☒ (w) ☐ (x) ☐ (y) ☐ (z) ☐ (aa) ☐ (bb) ☐ (cc) ☐ (dd)
- ☐ 94-51 Obstruction of County Right-of-Way (ROW)
- ☐ 82-171 Mandatory Residential Waste Collection
- ☐ 82-15 Illegal Burning
- ☐ 82-5 Littering Prohibited
- ☐ LDC Article 6 Commercial in residential and non permitted use
- ☐ LDC 4.01.02 and LDC 4.01.04 Land Disturbance without permits
- ☐ LDC 8.03.02 and COO 86-91 Prohibited Signs, Un-permitted Sign ROW
- ☐ Other _____
- ☐ Other _____
- ☐ Other _____
- ☐ Other _____
- ☐ Other _____
- ☐ Other _____

THEREFORE, The Special Magistrate being otherwise fully advised in the premises; it is hereby **ORDERED** that: Kyle R. Howell + Tim Robinson shall have until 12/20, 2010 to correct the violation and to bring the violation into compliance. Corrective action shall include:

BK: 6670 PG: 170

BK: 6669 PG: 1873

- ☒ Complete removal of all contributing nuisance conditions; trash, rubbish, overgrowth and legally dispose of. Maintain clean conditions to avoid a repeat violation.
- ☒ Remove vehicle. Repair vehicle or store in rear yard behind 6' opaque fencing
- ☒ Obtain building permit and restore structure to current building codes or, obtain demolition permit and remove the structure(s), legally disposing of all debris.
- ☐ Remove all structures, signs, vehicles, etc. from County ROW; refrain from further obstruction.
- ☐ Subscribe for residential waste collection with a legal waste collection service and comply with solid waste disposal methods
- ☐ Immediately cease burning and refrain from future burning
- ☐ Remove all refuse and dispose of legally and refrain from future littering
- ☐ Rezone property and conform to all performance standards or complete removal of the commercial or industrial entity
- ☐ Obtain necessary permits or cease operations
- ☐ Acquire proper permits or remove sign(s)
- ☐ Other _____
- ☐ Other _____
- ☐ Other _____
- ☐ Other _____
- ☐ Other _____

BK: 6670 PG: 171

BK: 6669 PG: 1874

If you fail to fully correct the violation within the time required, you will be assessed a fine of \$ 50.00 per day, commencing 12/21, 2010. This daily fine shall continue until this violation is abated and the violation brought into compliance or until as otherwise provided by law. **YOU ARE REQUIRED,** immediately upon your full correction of this violation(s), to contact the Escambia County Environmental Enforcement Office in writing to request that they immediately inspect the property to make an official determination of whether the violation has been abated and brought into compliance. If the violation is not abated within the specified time period, then the County may elect to take whatever measures are necessary to abate the violation for you. These measures could include, but are not limited to, **DEMOLISHING YOUR STRUCTURE(S), LEGALLY DISPOSING OF ALL CONTRIBUTING CONDITIONS, AND TOWING OF DESCRIBED VEHICLE(S).** The reasonable cost of such will be assessed against you and will constitute a lien on the property.

Costs in the amount of \$1,100 are awarded in favor of Escambia County as the prevailing party against Kyle R. Howell & Tina Allison

This fine shall be forwarded to the Board of County Commissioners. Under the authority of 162.09(1) F.S. and Sec. 30-34(d) of the Code of Ordinances, the Board of County Commissioners will certify to the Special Magistrate all costs imposed pursuant to this order. All Monies owing hereunder shall constitute a lien on **ALL YOUR REAL AND PERSONAL PROPERTY** including any property involved herein, which lien can be enforced by foreclosure and as provided by law.

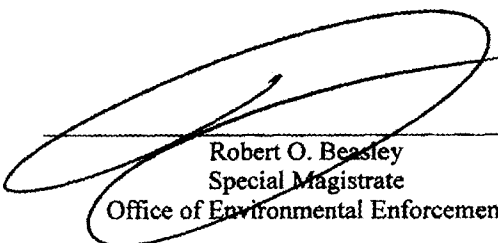
BK: 6670 PG: 172 Last Page

BK: 6669 PG: 1875 Last Page

You have the right to appeal orders of the Special Magistrate to the Circuit Court of Escambia County. If you wish to appeal, you must give notice of such in writing to both the Environmental Enforcement Division at Escambia Central Office Complex, 3363 W. Park Place, Pensacola, Florida 32504 and the Escambia County Circuit Court at the M.C. Blanchard Judicial Building, 190 Governmental Center, Pensacola, Florida 32501, no later than **30 days** from the date of this Order. Failure to timely file a Written Notice of Appeal will waive your rights to appeal.

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

DONE AND ORDERED at Escambia County, Florida on the 30th day of November, 2010.



Robert O. Beasley
Special Magistrate
Office of Environmental Enforcement

Recorded in Public Records 07/29/2011 at 03:57 PM OR Book 6747 Page 146,
Instrument #2011051892, Ernie Lee Magaha Clerk of the Circuit Court Escambia
County, FL Recording \$10.00

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

ESCAMBIA COUNTY, FLORIDA

vs.

Case No.: CE 10-09-05246
Location: 808 North 63rd Avenue 1/2
PR# 352S304400000012

Kyle R Howell & Tina A Robinson
4034 Woodland Drive
Villa Rica, GA 30180

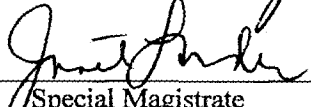
ORDER

THIS CAUSE was brought before the Office of the Environmental Enforcement Special Magistrate on Petitioner's Certification of Costs, pursuant to the Special Magistrate's Order of November 30, 2010; and the Special Magistrate having found the Respondent in violation of Escambia County Code of Ordinances 42-196 (a), (b), (c), (d), and 30-203 (m), (n), (o) (q), (s), (t), (u) and (w) Escambia County made certain repairs to bring the property into compliance and that the repairs were reasonable and necessary. THEREFORE, the Special Magistrate being otherwise fully advised of the premises; it is hereby ORDERED, pursuant to Section 30-35 of the Escambia County Code of Ordinances, that the following itemized costs shall be added to the fines imposed by the Order of Special Magistrate dated November 30, 2010.

Itemized	Cost
a. Fines \$4,000.00 (\$50.00 per day 12/21/10-3/11/11)	\$ 4,000.00
b. Court Costs	\$ 1,100.00
c. County Abatement Fees	\$ <u>2,750.00</u>

Total: \$ 7,850.00

DONE AND ORDERED at Escambia County, Florida on this 25th day of July, 2011.



Special Magistrate
Office of Environmental Enforcement

Recorded in Public Records 12/06/2011 at 02:56 PM OR Book 6793 Page 1208,
Instrument #2011086184, Ernie Lee Magaha Clerk of the Circuit Court Escambia
County, FL Recording \$44.00

Recorded in Public Records 12/06/2011 at 12:30 PM OR Book 6793 Page 989,
Instrument #2011086134, Ernie Lee Magaha Clerk of the Circuit Court Escambia
County, FL Recording \$44.00

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

ESCAMBIA COUNTY, FLORIDA

VS.

**CASE NO: CE#11-07-03379
LOCATION: 2503 West Hatton Drive
PR# 172S30-1400-007-068**

**Tina A. Robinson & Kyle R. Howell
4034 Woodland Drive
Villa Rica, Georgia 30180**

ORDER

This CAUSE having come before the Office of Environmental
Enforcement Special Magistrate on the Petition of the Environmental Enforcement
Officer for alleged 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 or representative,
N/A, 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 Ordinance(s) has occurred and continues

- ☒ 42-196 (a) Nuisance Conditions
- ☒ 42-196 (b) Trash and Debris
- ☒ 42-196 (c) Inoperable Vehicle(s); Described _____

- ☒ 42-196 (d) Overgrowth

CERTIFIED TO BE A TRUE COPY OF THE
ORIGINAL ON FILE IN THIS OFFICE
WITNESS MY HAND AND OFFICIAL SEAL
ERNIE LEE MAGAHA
CLERK & COMPTROLLER
ESCAMBIA COUNTY, FLORIDA
BY: Ernie Lee Magaha
DATE: 12-6-11



BK: 6793 PG: 1209

BK: 6793 PG: 990

- ☐ 30-203 Unsafe Building; Described as ☐ Main Structure ☐ Accessory Building(s)
- ☐ (a) ☐ (b) ☐ (c) ☐ (d) ☐ (e) ☐ (f) ☐ (g) ☐ (h) ☐ (i) ☐ (j) ☐ (k) ☒ (l) ☐ (m) ☒ (n) ☐ (o)
- ☐ (p) ☐ (q) ☐ (r) ☐ (s) ☐ (t) ☒ (u) ☐ (v) ☐ (w) ☒ (x) ☐ (y) ☐ (z) ☐ (aa) ☒ (bb) ☒ (cc) ☐ (dd)
- ☐ 94-51 Obstruction of County Right-of-Way (ROW)
- ☒ 82-171 Mandatory Residential Waste Collection
- ☒ 82-15 Illegal Burning
- ☒ 82-5 Littering Prohibited
- ☐ LDC Article 6 Commercial in residential and non permitted use
- ☐ LDC 4.01.02 and LDC 4.01.04 Land Disturbance without permits
- ☐ LDC 8.03.02 and COO 86-91 Prohibited Signs, Un-permitted Sign ROW
- ☒ Other 82-3 - unauthorized accumulation
- ☐ Other _____
- ☐ Other _____
- ☐ Other _____
- ☐ Other _____
- ☐ Other _____

THEREFORE, The Special Magistrate being otherwise fully advised in the premises; it is hereby **ORDERED** that: Tina Robinson & Kyle Howell shall have until 12/9, 2011 to correct the violation and to bring the violation into compliance. Corrective action shall include:

BK: 6793 PG: 1210

BK: 6793 PG: 991

- ☒ Complete removal of all contributing nuisance conditions; trash, rubbish, overgrowth and legally dispose of. Maintain clean conditions to avoid a repeat violation.
- ☒ Remove vehicle. Repair vehicle or store in rear yard behind 6' opaque fencing
- ☐ Obtain building permit and restore structure to current building codes or, obtain demolition permit and remove the structure(s), legally disposing of all debris.
- ☐ Remove all structures, signs, vehicles, etc. from County ROW; refrain from further obstruction.
- ☒ Subscribe for residential waste collection with a legal waste collection service and comply with solid waste disposal methods
- ☒ Immediately cease burning and refrain from future burning
- ☒ Remove all refuse and dispose of legally and refrain from future littering
- ☐ Rezone property and conform to all performance standards or complete removal of the commercial or industrial entity
- ☒ Obtain necessary permits or cease operations
- ☐ Acquire proper permits or remove sign(s)
- ☒ Other If Non-compliance remains
- ☐ Other At 12/9/21 → County to provide
- ☐ Other 20 days notice to any mortgage holder
- ☐ Other of record prior to demolition with
- ☐ Other Copy of this Order

BK: 6793 PG: 1211

BK: 6793 PG: 992

If you fail to fully correct the violation within the time required, you will be assessed a fine of \$ 100.00 per day, commencing 12/10, 2011. This daily fine shall continue until this violation is abated and the violation brought into compliance or until as otherwise provided by law. **YOU ARE REQUIRED,** immediately upon your full correction of this violation(s), to contact the Escambia County Environmental Enforcement Office in writing to request that they immediately inspect the property to make an official determination of whether the violation has been abated and brought into compliance. If the violation is not abated within the specified time period, then the County may elect to take whatever measures are necessary to abate the violation for you. These measures could include, but are not limited to, **DEMOLISHING YOUR STRUCTURE (S), LEGALLY DISPOSING OF ALL CONTRIBUTING CONDITIONS, AND TOWING OF DESCRIBED VEHICLE (S).** The reasonable cost of such will be assessed against you and will constitute a lien on the property.

Costs in the amount of \$ 1100 are awarded in favor of Escambia County as the prevailing party against Tina Robinson Kyle Howell.

This fine shall be forwarded to the Board of County Commissioners. Under the authority of 162.09(1) F.S. and Sec. 30-34(d) of the Code of Ordinances, the Board of County Commissioners will certify to the Special Magistrate all costs imposed pursuant to this order. All Monies owing hereunder shall constitute a lien on **ALL YOUR REAL AND PERSONAL PROPERTY** including any property involved herein, which lien can be enforced by foreclosure and as provided by law.

BK: 6793 PG: 1212 Last Page

BK: 6793 PG: 993 Last Page

You have the right to appeal orders of the Special Magistrate to the Circuit Court of Escambia County. If you wish to appeal, you must give notice of such in writing to both the Environmental Enforcement Division at Escambia Central Office Complex, 3363 W. Park Place, Pensacola, Florida 32504 and the Escambia County Circuit Court at the M.C. Blanchard Judicial Building, 190 Governmental Center, Pensacola, Florida 32501, no later than **30 days** from the date of this Order. Failure to timely file a Written Notice of Appeal will waive your rights to appeal.

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

DONE AND ORDERED at Escambia County, Florida on the 29th day of November, 2011.



Robert O. Beasley
Special Magistrate
Office of Environmental Enforcement

Recorded in Public Records 01/23/2014 at 09:58 AM OR Book 7127 Page 1822,
Instrument #2014004854, Pam Childers Clerk of the Circuit Court Escambia
County, FL Recording \$10.00

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

ESCAMBIA COUNTY, FLORIDA

vs.

Case No.: CE 11-07-03379
Location: 2503 W Hatton Drive
PR# 172S30-1400-007-068

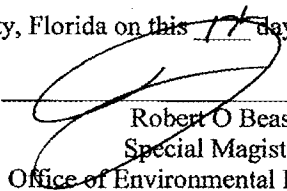
Tina A Robinson & Kyle R Howell
C/o Henry Nichols
8 Milton Road
Pensacola, FL 32503

ORDER

THIS CAUSE was brought before the Office of the Environmental Enforcement Special Magistrate on Petitioner's Certification of Costs, pursuant to the Special Magistrate's Order of November 29, 2011; and the Special Magistrate having found the Respondent in violation of Escambia County Code of Ordinances 42-196 (a) Nuisance Conditions, (b) Trash & Debris, (c) Inoperable Vehicle (s), (d) Overgrowth, 30-203 (l), (n), (u), (x), (bb), and (cc), 820-171 Mandatory Waste Collection, 82-15 Illegal Burning, 82-5 Littering, and 82-3 Unauthorized Accumulation. THEREFORE, the Special Magistrate being otherwise fully advised of the premises; it is hereby ORDERED, pursuant to Section 30-35 of the Escambia County Code of Ordinances, that the following itemized costs shall be added to the fines imposed by the Order of Special Magistrate dated November 29, 2011.

Itemized	Cost
a. Fines \$100.00 per day (12/10/11-8/05/13)	\$60,400.00
b. Court Costs	\$ 1,100.00
c. County Abatement Fees	<u>\$ 6,400.00</u>
Total:	\$67,900.00

DONE AND ORDERED at Escambia County, Florida on this 17 day of Jan, 2014


Robert O Beasley
Special Magistrate
Office of Environmental Enforcement

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

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

CERTIFICATE # 02169 of 2021

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

TINA A ROBINSON TINA A ROBINSON
4034 WOODLAND DR 206 N GARFIELD DR
VILLA RICA, GA 30180 PENSACOLA, FL 32505

TINA A ROBINSON ESCAMBIA COUNTY / COUNTY ATTORNEY
C/O HENRY NICHOLS 221 PALAFOX PLACE STE 430
8 MILTON RD PENSACOLA FL 32502
PENSACOLA, FL 32503

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

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



PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

By:
Emily Hogg
Deputy Clerk

WARNING

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

NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That **ASSEMBLY TAX 36 LLC** holder of **Tax Certificate No. 02169**, 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:

LOT 4 BLK 4 MAYFAIR PB 3 P 54 OR 5473 P 938

SECTION 15, TOWNSHIP 2 S, RANGE 30 W

TAX ACCOUNT NUMBER 054858000 (0923-70)

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

TINA A ROBINSON

Unless said certificate shall be redeemed according to law, the property described therein will be sold to the highest bidder at public auction at 9:00 A.M. on the **first** Wednesday in the month of September, which is the **6th day of September 2023**.

Dated this 17th day of July 2023.

In accordance with the AMERICANS WITH DISABILITIES ACT, if you are a person with a disability who needs special accommodation in order to participate in this proceeding you are entitled to the provision of certain assistance. Please contact Emily Hogg not later than seven days prior to the proceeding at Escambia County Government Complex, 221 Palafox Place Ste 110, Pensacola FL 32502. Telephone: 850-595-3793.



PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

By:
Emily Hogg
Deputy Clerk

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Post Property:

206 N GARFIELD DR 32505



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

By:
Emily Hogg
Deputy Clerk

ESCAMBIA COUNTY SHERIFF'S OFFICE
ESCAMBIA COUNTY, FLORIDA

NON-ENFORCEABLE RETURN OF SERVICE

0923-70

Document Number: ECSO23CIV026164NON

Agency Number: 23-008239

Court: TAX DEED

County: ESCAMBIA

Case Number: CERT NO 02169 2021

Attorney/Agent:

PAM CHILDERS
CLERK OF COURT
TAX DEED

Plaintiff: RE TINA A ROBINSON

Defendant:

Type of Process: NOTICE OF APPLICATION FOR TAX DEED

Received this Writ on 7/21/2023 at 9:32 AM and served same at 2:25 PM on 7/25/2023 in ESCAMBIA COUNTY, FLORIDA, by serving POST PROPERTY , the within named, to wit: , .

POSTED PROPERTY PER CLERK'S OFFICE INSTRUCTIONS

CHIP W SIMMONS, SHERIFF
ESCAMBIA COUNTY, FLORIDA

By: 

J. JACKSON, CPS

Service Fee: \$40.00

Receipt No: BILL

Printed By: TDH

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Post Property:

206 N GARFIELD DR 32505



PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

By:
Emily Hogg
Deputy Clerk

ESCAMBIA COUNTY, FL
SHERIFF'S OFFICE
CIVIL UNIT

2023 JUL 21 AM 9:32

RECEIVED

TINA A ROBINSON [0923-70]
4034 WOODLAND DR
VILLA RICA, GA 30180

9171 9690 0935 0127 2200 36

✓ delivered

TINA A ROBINSON [0923-70]
206 N GARFIELD DR
PENSACOLA, FL 32505

9171 9690 0935 0127 2200 43

TINA A ROBINSON [0923-70]
C/O HENRY NICHOLS
8 MILTON RD
PENSACOLA, FL 32503

9171 9690 0935 0127 2200 50

ESCAMBIA COUNTY / COUNTY
ATTORNEY [0923-70]
221 PALAFOX PLACE STE 430
PENSACOLA FL 32502

9171 9690 0935 0127 2200 67

ESCAMBIA COUNTY OFFICE OF CODE
ENFORCEMENT [0923-70]
ESCAMBIA CENTRAL OFFICE COMPLEX
3363 WEST PARK PLACE
PENSACOLA FL 32505

9171 9690 0935 0127 2210 02

Status History ?

Tracking Number Information

Meter:	31219251	Mailing Date:	07/20/23 02:53 PM
Tracking Number:	9171969009350127220036	Sender:	OR
Current Status:	Delivered to agent for final delivery	Recipient:	
Class of Mail	FC	Zip Code:	30180
Service:	ERR	City:	VILLA RICA
Value	\$0.630	State:	GA

Proof of Delivery

[Handwritten signature]
[Handwritten signature]
[Handwritten signature]

Status Details

▼ Status Date

Mon, 07/24/23, 04:20:00 PM
Mon, 07/24/23, 09:12:00 AM
Mon, 07/24/23, 09:01:00 AM

Status

Delivered to agent for final delivery
Out for Delivery
Arrival at Unit



Escambia Sun Press

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

STATE OF FLORIDA

County of Escambia

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

NOTICE

in the matter of

TAX DEED SALE

DATE – 09-06-2023 - CERTIFICATE # 02169

in the

CIRCUIT

Court

was published in said newspaper in the issues of

AUGUST 3, 10, 17, 24, 2023

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

Digitally signed by Michael P Driver
DN: c=US, o=The Escambia Sun Press LLC,
dnQualifier=A01410D00000181FD1A68F30006C09B, cn=Michael P
Driver
Date: 2023.08.24 09:26:46 -05'00'

PUBLISHER

Sworn to and subscribed before me this 24TH day of AUGUST
A.D., 2023

Digitally signed by Heather Tuttle
DN: c=US, o=The Escambia Sun Press LLC,
dnQualifier=A01410C000001890CD5793600064AAE, cn=Heather Tuttle
Date: 2023.08.24 09:32:53 -05'00'

**HEATHER TUTTLE
NOTARY PUBLIC**



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

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PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA
(SEAL)
By: Emily Hogg
Deputy Clerk

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

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



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

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

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

**PAM CHILDERS, CLERK OF THE CIRCUIT COURT
 High Bid Tax Deed Sale**

**Cert # 002169 of 2021 Date 9/6/2023
 Name DAN ELKIN**

Cash Summary

Cash Deposit	\$2,510.00
Total Check	\$48,083.90
Grand Total	\$50,593.90

Purchase Price (high bid amount)	\$50,200.00	Total Check	\$48,083.90
+ adv recording deed	\$10.00	Adv Recording Deed	\$10.00
+ adv doc. stamps deed	\$351.40	Adv Doc. Stamps	\$351.40
+ Adv Recording For Mailing	\$18.50		
Opening Bid Amount	\$3,267.66	Postage	\$36.05
		Researcher Copies	\$0.00
- postage	\$36.05		
- Researcher Copies	\$0.00		
		Adv Recording Mail Cert	\$18.50
- Homestead Exempt	\$0.00		
		Clerk's Prep Fee	\$14.00
=Registry of Court	\$3,231.61	Registry of Court	\$3,231.61
Purchase Price (high bid)	\$50,200.00		
-Registry of Court	\$3,231.61	Overbid Amount	\$46,932.34
-advance recording (for mail certificate)	\$18.50		
-postage	\$36.05		
-Researcher Copies	\$0.00		
= Overbid Amount	\$46,932.34		

PAM CHILDERS
 Clerk of the Circuit Court

By: 
 Deputy Clerk

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



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

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


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

Case # 2021 TD 002169

Sold Date 9/6/2023

Name DAN ELKIN

RegistryOfCourtT = TAXDEED	\$3,231.61
overbidamount = TAXDEED	\$46,932.34
PostageT = TD2	\$36.05
Researcher Copies = TD6	\$0.00
prepFee = TD4	\$14.00
advdocstampsdeed = TAXDEED	\$351.40
advancerecording = TAXDEED	\$18.50
AdvRecordingDeedT = TAXDEED	\$10.00

Date	Docket	Desc	 VIEW IMAGES
6/1/2021	0101	CASE FILED 06/01/2021 CASE NUMBER 2021 TD 002169	
5/3/2023	TD83	TAX COLLECTOR CERTIFICATION	
5/3/2023	TD84	PA INFO	
5/5/2023	RECEIPT	PAYMENT \$456.00 RECEIPT #2023034659	
5/12/2023	TD84	TDA NOTICE	
6/27/2023	TD82	PROPERTY INFORMATION REPORT	
7/24/2023	TD81	CERTIFICATE OF MAILING	
8/14/2023	TD84	SHERIFF'S RETURN OF SERVICE	
8/18/2023	CheckMailed	CHECK PRINTED: CHECK # 900035896 - - REGISTRY CHECK	
8/18/2023	TD84	CERT MAIL TRACKING	
8/25/2023	CheckMailed	CHECK PRINTED: CHECK # 900035945 - - REGISTRY CHECK	
8/25/2023	TD84	PROOF OF PUBLICATION	

FEES

EffectiveDate	FeeCode	FeeDesc	TotalFee	AmountPaid	WaivedAmount	AmountOutstanding
5/3/2023 2:33:41 PM	RECORD2	RECORD FEE FIRST PAGE	10.00	10.00	0.00	0.00
5/3/2023 2:33:42 PM	TAXDEED	TAX DEED CERTIFICATES	320.00	320.00	0.00	0.00
5/3/2023 2:33:42 PM	TD1	TAX DEED APPLICATION	60.00	60.00	0.00	0.00

5/3/2023 2:33:41 PM	TD4	PREPARE ANY INSTRUMENT	7.00	7.00	0.00	0.00
5/3/2023 2:33:43 PM	TD7	ONLINE AUCTION FEE	59.00	59.00	0.00	0.00
		Total	456.00	456.00	0.00	0.00

RECEIPTS

ReceiptDate	ReceiptNumber	Received_from	payment_amt	applied_amt	refunded_amt
5/5/2023 9:49:34 AM	2023034659	ASSEMBLY TAX 36 LLC	456.00	456.00	0.00
		Total	456.00	456.00	0.00

REGISTRY

CashierDate	Type	TransactionID	TransactionName	Name	Amount	Status
8/25/2023 10:04:17 AM	Check (outgoing)	101821803	ESCAMBIA COUNTY SHERIFF'S OFFICE	1700 W LEONARD ST	40.00	900035945 CLEARED ON 8/25/2023
8/18/2023 9:12:49 AM	Check (outgoing)	101819084	ESCAMBIA SUN PRESS	605 S OLD CORRY FIELD RD	200.00	900035896 CLEARED ON 8/18/2023
5/5/2023 9:49:34 AM	Deposit	101789470	ASSEMBLY TAX 36 LLC		320.00	Deposit
Deposited			Used		Balance	
320.00			12,560.00		-12,240.00	

74232

Dan Elkin

\$50,200.00

Deposit

\$2510.00

oc stamps for tax deed auctions are due in conjunction with the final payment due at 11:00 AM CT on the following business day after the sale.

Sale Date	Case ID	Parcel	Bidder	Winning	Deposit	Auction	Clerk	Rec	EA	POPR Fee	Doc ** Stamps	Total Due	Certificate Number	Name On Title	Title Address
Edit Name on Title															
09/06/2023	2021 TD 002169	1525								50.00	\$351.40	\$48,083.90	02169	FL Tax Deeds, LLC	111 W. Washington
09/06/2023	2021 TD 000011	0515								50.00	\$1,024.10	\$140,051.60	00011	Dennis H. and Kafi	8901 Pensacola Bl

Case Number: 2021 TD 002169

Result Date: 09/06/2023

Title Information:

Name:

Address1:

Address2:

City:

State:

Zip:

Cancel

Update

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2023074233 9/12/2023 9:55 AM
OFF REC BK: 9039 PG: 1075 Doc Type: COM
Recording \$18.50

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

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

CERTIFICATE # 02169 of 2021

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

TINA A ROBINSON TINA A ROBINSON
4034 WOODLAND DR 206 N GARFIELD DR
VILLA RICA, GA 30180 PENSACOLA, FL 32505

TINA A ROBINSON ESCAMBIA COUNTY / COUNTY ATTORNEY
C/O HENRY NICHOLS 221 PALAFOX PLACE STE 430
8 MILTON RD PENSACOLA FL 32502
PENSACOLA, FL 32503

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

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



PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

By:
Emily Hogg
Deputy Clerk



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

STATE OF FLORIDA

County of Escambia

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

NOTICE in the matter of TAX DEED SALE

DATE - 09-06-2023 - CERTIFICATE # 02169

in the CIRCUIT Court

was published in said newspaper in the issues of

AUGUST 3, 10, 17, 24, 2023

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

Digitally signed by Michael P Driver
DN: c=US, o=The Escambia Sun Press LLC,
dnQualifier=A01410D00000181FD1A68F30006C09B, cn=Michael P
Driver
Date: 2023.08.24 09:28:46 -05'00'

PUBLISHER

Sworn to and subscribed before me this 24TH day of AUGUST
A.D., 2023

Digitally signed by Heather Tuttle
DN: c=US, o=The Escambia Sun Press LLC,
dnQualifier=A01410C000001890CD5793600064AAE, cn=Heather Tuttle
Date: 2023.08.24 09:32:53 -05'00'

HEATHER TUTTLE
NOTARY PUBLIC



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

Page 1 of 1

**NOTICE OF APPLICATION FOR
TAX DEED**

NOTICE IS HEREBY GIVEN, That ASSEMBLY TAX 36 LLC holder of Tax Certificate No. 02169, 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:

LOT 4 BLK 4 MAYFAIR PB 3 P 54 OR
5473 P 938 SECTION 15, TOWNSHIP 2
S, RANGE 30 W

TAX ACCOUNT NUMBER 054858000
(0923-70)

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

Unless said certificate shall be redeemed according to law, the property described therein will be sold to the highest bidder at public auction at 9:00 A.M. on the first Wednesday in the month of September, which is the 6th day of September 2023.

Dated this 20th day of July 2023.

In accordance with the AMERICANS WITH DISABILITIES ACT, if you are a person with a disability who needs special accommodation in order to participate in this proceeding you are entitled to the provision of certain assistance. Please contact Emily Hogg not later than seven days prior to the proceeding at Escambia County Government Complex, 221 Palafox Place Ste 110, Pensacola FL 32502. Telephone: 850-595-3793.

PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA
(SEAL)
By: Emily Hogg
Deputy Clerk

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

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2023074234 9/12/2023 9:55 AM
OFF REC BK: 9039 PG: 1077 Doc Type: TXD
Recording \$10.00 Deed Stamps \$351.40

Tax deed file number 0923-70

Parcel ID number 152S301000004005

TAX DEED

Escambia County, Florida

for official use only

Tax Certificate numbered 02169 issued on June 1, 2021 was filed in the office of the tax collector of Escambia County, Florida. An application has been made for the issuance of a tax deed. The applicant has paid or redeemed all other taxes or tax certificates on the land as required by law. The notice of sale, including the cost and expenses of this sale, has been published as required by law. No person entitled to do so has appeared to redeem the land. On the 6th day of September 2023, the land was offered for sale. It was sold to **FL Tax Deeds, LLC**, 111 W. Washington Street Suite 1270 Chicago IL 60602, who was the highest bidder and has paid the sum of the bid as required by law.

The lands described below, including any inherited property, buildings, fixtures, and improvements of any kind and description, situated in this County and State.

Description of lands: LOT 4 BLK 4 MAYFAIR PB 3 P 54 OR 5473 P 938 SECTION 15, TOWNSHIP 2 S, RANGE 30 W

**** Property previously assessed to: TINA A ROBINSON**

On 6th day of September 2023, in Escambia County, Florida, for the sum of (\$50,200.00) FIFTY THOUSAND TWO HUNDRED AND 00/100 Dollars, the amount paid as required by law.

witness Mylinda Robinson

witness Emily Hogg

Pam Childers,
Clerk of Court and Comptroller
Escambia County, Florida



On this 6th day of September, 2023, before me personally appeared Pam Childers
Clerk of Court and Comptroller in and for the State and this County known to me to be the person described in, and who executed the foregoing instrument, and acknowledged the execution of this instrument to be his own free act and deed for the use and purposes therein mentioned.

Witness my hand and office seal date aforesaid

Emily Hogg
Emily Hogg



Emily Hogg
Comm.: HH 373864
Expires: March 15, 2027
Notary Public - State of Florida

Tax Cert

2021 TD 002169

Property Owner

Tina Robinson

Property Address

206 N Garfield Dr 32505

SOLD TO:

Dan Elkin \$50,200.00

Amt Available to Disburse \$

Disbursed to/for:	Amount:
Recording Fees (from TXD receipt)	\$ 379.90 ✓
Clerk Registry Fee (fee due clerk tab)	\$ 721.49 ✓
Tax Collector Fee (from redeem screen)	\$ 12.50 ✓
Certificate holder/taxes & app fees	\$ 3219.11 ✓
Refund High Bidder unused sheriff fees	\$ 80.00 ✓
Additional taxes	\$ 0
Postage final notices	\$
CODE ENL	\$ 1957.55
CODE ENL	\$ 44253.30
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$

Check #	Balance
	\$
Key Fee in BM as OR860	\$
	\$
	\$
	\$
	\$
	\$ 46,210.85
	\$
	\$
→	\$ 0
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$

BALANCE IN TAX DEEDS SHOULD MATCH BALANCE IN BENCHMARK!!!!!!!!!!!!!!

Post sale process:

- Tax Deed Results Report to Tax Collector
- Print Deed/Send to Admin for signature
- Request check for recording fees/doc stamps
- Request check for Clerk Registry fee/fee due clerk
- Request check for Tax Collector fee (\$6.25 etc)
- Request check for certificate holder refund/taxes & app fees
- Request check for any unused sheriff fees to high bidder
- Print Final notices to all lienholders/owners
- Request check for postage fees for final notices
- Determine government liens of record/ amounts due
- Record Tax Deed/Certificate of Mailing
- Copy of Deed for file and to Tax Collector

Lien Information:

✓		
✓		
✓	CODE LIEN	Due \$ 1957.55
✓	6070/168	Paid \$ 1957.55
✓	CODE LIEN	Due \$ 56690.51
✓	6793/1208	Paid \$ 44253.30
✓		Due \$
		Paid \$
		Due \$
		Paid \$
✓		Due \$
✓		Paid \$
		Due \$
		Paid \$
		Due \$
		Paid \$

Notes:



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

CODE ENFORCEMENT LIEN PAYOFF

OFFICIAL RECORDS
P.O. Box 333
Pensacola, FL 32591-0333
Check payable to Pam Childers,
Clerk Of The Circuit Court

Escambia County Governmental Complex
221 Palafox Place, Suite 110
Pensacola, FL 32501-5844
850-595-3930
FAX 850-595-4827

Official Records Book: 6669 Page: 1871

[View Image](#)

Start Date 12/21/2010



Court Cost ~~1,100.00~~ \$550.00

Recording Fees 98.00

Copies 9.00

Certified Abatement Costs 2,750.00

Fine Per Day \$50.00

Date Of Payoff 03/11/2011



[Submit](#)

[Reset](#)

[Clear](#)

Fine Per Day	Number Of Days Accrued	Accumulated Fine	Court Cost	Reimbursement Of Costs	Recording Fee For Cancellation	Preparing Fee For Cancellation	Preparation Fee for Payoff Quote	Certified Abatement Costs	Total Due
\$50.00	80	\$4,000.00	\$1,100.00	\$107.00	\$10.00	\$7.00	\$7.00	\$2,750.00	\$7,981.00

① B.C.C Court Cost reduction = 550.00

\$7,431.00
② Tax Deed overbid payment - 6.94

\$7,424.06
③ Tax Deed overbid payment - 1,178.99

\$6,245.07

④ Tax Deed overbid payment - 4,022.07

\$2,223.00

<1957.55>

<265.45>

Remaining balance

808 North 63rd Avenue 1/2
CE # 10-09-05246

2011 CL 086184



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

CODE ENFORCEMENT LIEN PAYOFF

OFFICIAL RECORDS

P.O. Box 333
Pensacola, FL 32591-0333
Check payable to Pam Childers,
Clerk Of The Circuit Court

Escambia County Governmental Complex
221 Palafox Place, Suite 110
Pensacola, FL 32501-5844
850-595-3930
FAX 850-595-4827

Official Records Book: 6793 Page: 1208

Start Date 12/10/2011

Court Cost ~~1,100.00~~ \$550.00

Reimbursement Recording Fee Order 44.00

Reimbursement Recording Fee Lien 44.00

Amended Order ☒

Copies 7.00

Certified Abatement Costs 6,400.00

Fine Per Day \$100.00

Date Of Payoff 08/05/2013

Fine Per Day	Number Of Days Accrued	Accumulated Fine	Court Cost	Reimbursement Of Costs	Recording Fee For Cancellation	Preparing Fee For Cancellation	Preparation Fee for Payoff Quote	Certified Abatement Total Due Costs
100.00	604	\$60,400.00	\$1,100.00	\$105.00	\$10.00	\$7.00	\$7.00	\$6,400.00 \$68,029.00

① BCC court cost reduction - 550.00

\$67,479.00

② Tax Deed overbid payment - 59.21

\$67,419.79

③ Tax Deed overbid payment - 10,723.28

\$56,696.51

2503 West Haddon Drive
CE 11-07-03379

< 44,253.30
TAX
DEED
PMT.

→ \$12,443.21



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

THE ATTACHED REPORT IS ISSUED TO:

SCOTT LUNSFORD, ESCAMBIA COUNTY TAX COLLECTOR

TAX ACCOUNT #: 05-4858-000 CERTIFICATE #: 2021-2169

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

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

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

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

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

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

BY

Michael A. Campbell,
As President
Dated: December 13, 2023

PROPERTY INFORMATION REPORT
CONTINUATION PAGE

December 13, 2023

Tax Account #: **05-4858-000**

1. The Grantee(s) of the last deed(s) of record is/are: **TINA A ROBINSON**

By Virtue of Warranty Deed recorded 8/10/2004 in OR 5473/938

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 "MERS" as nominee for First Magnus Financial Corporation recorded 10/6/2006 OR 6006/1615 as further assigned to Nationstar Mortgage LLC by Assignment recorded 11/3/2023 OR 9063/1369**
- b. **Code Enforcement Order in favor of Escambia County recorded 12/20/2010 OR 6670/168 together with Cost Order recorded 7/29/2011 OR 6747/146**
- c. **Code Enforcement Order in favor of Escambia County recorded 12/6/2011 OR 6793/1208 together with Cost Order recorded 1/23/2014 OR 7127/1822**
- d. **Code Enforcement Order in favor of Escambia County recorded 7/3/2013 OR 7041/1030**
- e. **Judgment in favor of Bay Point Facilities Inc recorded 12/6/2010 OR 6664/1514**

4. Taxes:

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

Tax Account #: 05-4858-000

Assessed Value: \$31,381.00

Exemptions: NONE

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

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

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

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

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

CERTIFICATION: TITLE SEARCH FOR TDA

TAX DEED SALE DATE: SEP 6, 2023

TAX ACCOUNT #: 05-4858-000

CERTIFICATE #: 2021-2169

In compliance with Section 197.522, Florida Statutes, the following is a list of names and addresses of those persons, firms, and/or agencies having legal interest in or claim against the above-described property. The above-referenced tax sale certificate is being submitted as proper notification of tax deed sale.

YES	NO	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Notify City of Pensacola, P.O. Box 12910, 32521
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Notify Escambia County, 190 Governmental Center, 32502
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Homestead for <u>2023</u> tax year.

TINA A ROBINSON
206 N GARFIELD DR
PENSACOLA, FL 32505

TINA A ROBINSON
4034 WOODLAND DR
VILLA RICA, GA 30180

TINA A ROBINSON
C/O HENRY NICHOLS
8 MILTON ROAD
PENSACOLA, FL 32503

NATIONSTAR MORTGAGE LLC
8950 CYPRESS WATERS BLVD
COPPELL, TX 75097

ESCAMBIA COUNTY CODE ENFORCEMENT
3363 W PARK PL
PENSACOLA, FL 32505

BAY POINT FACILITIES INC
1944 BAY POINT BLVD
MILTON, FL 32583

Certified and delivered to Escambia County Tax Collector, this 13th day of December, 2023.

PERDIDO TITLE & ABSTRACT, INC.



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

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

PROPERTY INFORMATION REPORT

December 13, 2023

Tax Account #:05-4858-000

**LEGAL DESCRIPTION
EXHIBIT "A"**

LOT 4 BLK 4 MAYFAIR PB 3 P 54 OR 5473 P 938

SECTION 15, TOWNSHIP 2 S, RANGE 30 W

TAX ACCOUNT NUMBER 05-4858-000(0923-70)

Prepared by: Bonnie Otero
 Lawyers Title Insurance Corporation
 14802 N Dale Mabry Hwy Ste 100
 Tampa, FL 33618
 Case NO.: 0406968 crw

Return to: Tina A. Robinson
 206 Garfield Drive
 Pensacola FL 32505

DR BK 5473 P60938
 Escambia County, Florida
 INSTRUMENT 2004-273007

DEED DOC STAMPS PD & ESC CO \$ 399.00
 08/18/04 ERNIE LEE MAGANA, CLERK

RCD Aug 10, 2004 01:36 pm
 Escambia County, Florida

ERNIE LEE MAGANA
 Clerk of the Circuit Court
 INSTRUMENT 2004-273007

INDIVIDUAL WARRANTY DEED

This Warranty Deed made on June 18, 2004

Between Patrick J. Smyth and Winona F. Smyth, Husband and Wife

whose mailing address is: 5416 Tomlinson Rd
 Pensacola, FL 32526

hereinafter called the Grantor, and
 Tina A. Robinson

whose mailing address is: 206 Garfield Drive
 Pensacola FL 32505

hereinafter called the Grantee,
 WITNESSETH, that the Grantor, for and in consideration of the sum of Ten Dollars (\$10) and other valuable considerations the receipt whereof is hereby acknowledged has granted, bargained, and sold unto the Grantee, and Grantee's successors, and assigns forever, all that certain parcel of land in the county of Escambia, State of Florida to wit:

Lot 4, Block 4, MAYFAIR, according to the map or plat thereof, as recorded in Plat Book 3, page 54, of the Public Records of Escambia County, Florida.

TAX FOLIO NUMBER: 05-4858-000

and Grantor does hereby fully warrant title to said land and will defend the same against the lawful claims of all persons whomsoever, except taxes for the year 2004 and subsequent years, and restrictions, limitations, covenants, and easements of record, if any. ("Grantor and Grantee" are used herein for singular or plural, the singular shall include plural, and any gender shall include all genders, as context requires.)

Signed, Sealed, and Delivered in our presence:

(Wit.) Bryann E Miles

Patrick J. Smyth (SEAL)
 Patrick J. Smyth

(Wit.) Gregg Smock

Winona F. Smyth (SEAL)
 Winona F. Smyth

(Wit.) _____

_____ (SEAL)

(Wit.) _____

_____ (SEAL)

State of Florida
 County of Hillsborough

The foregoing instrument is acknowledged before me, on June 18, 2004 by
 Patrick J. Smyth and Winona F. Smyth, Husband and Wife

who is personally known to me or who has/have produced a driver's
 license(s) as identification and did take an oath.

Witness my signature and official seal in the aforesaid
 state and county.

Escambia County,
 State of Florida

Notary Public

Lois C. Smock
 Lois C. Smock
 Escambia County, State of Florida

My commission expires
 (Affix Notary Seal)

April 9, 2007



Lois C. Smock
 Commission #DD201843
 Expires: Apr 09, 2007
 Bonded Thru
 Atlantic Bonding Co., Inc.

Recorded in Public Records 10/06/2006 at 01:11 PM OR Book 6006 Page 1615,
Instrument #2006101545, Ernie Lee Magaha Clerk of the Circuit Court Escambia
County, FL Recording \$180.00 MTG Stamps \$203.00 Int. Tax \$116.00

Return To:

P R SMITH LAW GROUP P A
901 W Hillsborough Avenue
Tampa FL 33603-1309

This document was prepared by:

FIRST MAGNUS FINANCIAL CORPORATION
803 N. WILMOT
TUCSON, AZ 85711

[Space Above This Line For Recording Data]

MORTGAGE

LOAN NO.: 7898019249

MIN 100036278980192499
MERS Phone: 1-888-679-6377

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated **SEPTEMBER 25, 2006** together with all Riders to this document.

(B) "Borrower" is
TINA A ROBINSON A SINGLE PERSON

Borrower is the mortgagor under this Security Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(D) "Lender" is
FIRST MAGNUS FINANCIAL CORPORATION, AN ARIZONA CORPORATION

FLORIDA-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS
VMP-6A(FL) (0005)

Page 1 of 18

LENDER SUPPORT SYSTEMS, INC. MERS6AFL.NEW (09/04)

Form 3010 1/01

BK: 6006 PG: 1616

Lender is a CORPORATION
organized and existing under the laws of ARIZONA
Lender's address is
603 North Wilcox Road, TUCSON, AZ 85711

(E) "Note" means the promissory note signed by Borrower and dated SEPTEMBER 25, 2008
The Note states that Borrower owes Lender

FIFTY EIGHT THOUSAND AND NO/100 XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

Dollars

(U.S. \$ 58,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than OCTOBER 01, 2038

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

<input type="checkbox"/> Adjustable Rate Rider	<input type="checkbox"/> Condominium Rider	<input checked="" type="checkbox"/> 1-4 Family Rider
<input type="checkbox"/> Graduated Payment Rider	<input type="checkbox"/> Planned Unit Development Rider	<input type="checkbox"/> Biweekly Payment Rider
<input type="checkbox"/> Balloon Rider	<input type="checkbox"/> Rate Improvement Rider	<input type="checkbox"/> Second Home Rider
<input checked="" type="checkbox"/> Other(s) [specify] PREPAYMENT RIDER		

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments, and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(L) "Escrow Items" means those items that are described in Section 3.

(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

VMP-6A(FL) (0005)

Page 2 of 16

Form 3010 1/01

BK: 6006 PG: 1617

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, the following described property located in the _____ COUNTY
[Type of Recording Jurisdiction] of _____ ESCAMBIA [Name of Recording Jurisdiction]:

LOT 4, BLOCK 4, MAYFAIR, ACCORDING TO THE MAP OR FLAT THEREOF AS RECORDED IN FLAT BOOK
3, PAGE 64, PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA

Parcel ID Number: 054868000

which currently has the address of

206 N GARFIELD DRIVE

[Street]

PENSACOLA

[City], Florida

32505

[Zip Code]

("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

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BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment

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can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest

shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower 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 any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. **Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. **Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. **Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. **Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of

any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers

unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the

purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. **Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. **Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

24. Attorneys' Fees. As used in this Security Instrument and the Note, "attorneys' fees" shall include any attorneys' fees awarded by an appellate court and any attorneys' fees incurred in a bankruptcy proceeding.

25. Jury Trial Waiver. The Borrower hereby waives any right to a trial by jury in any action, proceeding, claim, or counterclaim, whether in contract or tort, at law or in equity, arising out of or in any way related to this Security Instrument or the Note.

BK: 6006 PG: 1629

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.
Signed, sealed and delivered in the presence of:

Lydia B. Dupree (Seal)
-Witness

Julia B. Dupree (Seal)
-Witness

Tina A. Robinson (Seal)
TINA A ROBINSON -Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

(Property Address)
206 N GARFIELD DRIVE
PENSACOLA, FL 32506

(Mailing Address)
4034 WOODLAND DR
VILLA RICA, GA 30180

BK: 6006 PG: 1630

STATE OF FLORIDA

The foregoing instrument was acknowledged before me this
TINA A ROBINSON

Hillsborough

County ss:

09/27/06

by

who is personally known to me or who has produced

Georgia drivers license as identification.


Notary Public

VMP-6A(FL) (0005)

Page 16 of 15

JAR
Form 3010 1/01

BK: 6006 PG: 1631

PREPAYMENT RIDER
(Multi-state)

LOAN NO.: 7899019249

MIN: 100039278990192499
MERS Phone: 1-888-679-6377

This Prepayment Rider is made this 25th day of SEPTEMBER, 2006 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note (the "Note") to FIRST MAGNUS FINANCIAL CORPORATION, AN ARIZONA CORPORATION

(the "Lender") of the same date and covering the property described in the Security Instrument and located at
206 N GARFIELD DRIVE, PENSACOLA, FL 32505
(the "Property").

Additional Covenants. Notwithstanding anything to the contrary set forth in the Note or Security Instrument, Borrower and Lender further covenant and agree as follows:

Borrower has the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." A "full prepayment" is the prepayment of the entire unpaid principal due under the Note. A payment of only part of the unpaid principal is known as a "partial prepayment."

If, within the 36 -month period beginning with the date Borrower executes the Note (the "Penalty Period"), Borrower makes a full prepayment, or partial prepayment in any TWELVE (12)-month period that exceeds 20 % of the original principal loan amount, Borrower will pay a prepayment charge as consideration for the Note Holder's acceptance of such prepayment. The prepayment charge will equal the amount of interest that would accrue during SIX (6)-month period on the amount prepaid that exceeds 20 % of the original principal balance of the Note, calculated at the rate of interest in effect under the terms of the Note at the time of the prepayment, unless otherwise prohibited by applicable law or regulation. No prepayment charge will be assessed for any prepayment occurring after the Penalty Period.

Notwithstanding the foregoing, in the event of a full prepayment concurrent with a bona fide sale of the Property to an unrelated third party after the first 12 month(s) of the term of the Note, no prepayment penalty will be assessed. In that event, Borrower agrees to provide the Note Holder with evidence acceptable to the Note Holder of such sale.

BK: 6006 PG: 1632

By signing below, Borrower accepts and agrees to the terms and covenants contained in this Prepayment Rider.

Tina A. Robinson
TINA A ROBINSON

(Seal)
Borrower

(Seal)
Borrower

(Seal)
Borrower

(Seal)
Borrower

(Seal)
Borrower

(Seal)
Borrower

(Seal)
Borrower

(Seal)
Borrower

BK: 6006 PG: 1633

1-4 FAMILY RIDER (Assignment of Rents)

LOAN NO.: 7899019249

MIN: 100039278990192499
MERS Phone: 1-888-679-6377

THIS 1-4 FAMILY RIDER is made this 25th day of SEPTEMBER, 2006, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to FIRST MAGNUS FINANCIAL CORPORATION, AN ARIZONA CORPORATION

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

206 N GARFIELD DRIVE, PENSACOLA, FL 32505
[Property Address]

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in the Security Instrument, the following items now or hereafter attached to the Property to the extent they are fixtures are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Section 5.

INITIALS: *JAR*

MULTISTATE 1-4 FAMILY RIDER - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3170 1/01

V-57R (0411).01

Page 1 of 3

LENDER SUPPORT SYSTEMS INC. 57R.NEW (06/06)

E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Section 19 is deleted.

F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, Section 6 concerning Borrower's occupancy of the Property is deleted.

G. ASSIGNMENT OF LEASES. Upon Lender's request after default, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until: (i) Lender has given Borrower notice of default pursuant to Section 22 of the Security Instrument, and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of default to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Section 9.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not performed, and will not perform, any act that would prevent Lender from exercising its rights under this paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

I. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

Initials: 

BK: 6006 PG: 1635 Last Page

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this 1-4 Family Rider.

Tina A. Robinson
TINA A ROBINSON

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

V-57R (0411).01

Page 3 of 3

Form 3170 1/01

Recorded in Public Records 11/3/2023 8:25 AM OR Book 9063 Page 1369,
Instrument #2023088352, Pam Childers Clerk of the Circuit Court Escambia
County, FL Recording \$10.00

Record and Return To:

Title365
Tom Boutris
401 E Corporate Dr.
Suite 245
Lewisville, TX 75067

Prepared By:

TITLE365
Veripro Solutions, Inc.
800 State Highway 121 Bypass
Office L4W2-PRJ
Lewisville, TX 75067

Loan #: DEF-559389/503915
MIN: 100039278990192499
MERS Phone #: (888) 679-6377

ASSIGNMENT OF MORTGAGE

For good and valuable consideration, the sufficiency of which is hereby acknowledged, Mortgage Electronic Registration Systems Inc. (MERS), as Mortgagee, solely as Nominee for First Magnus Financial Corporation, an Arizona Corporation, its successors and assigns, P.O. Box 2026, Flint, MI 48501, by these presents does convey, assign, transfer and set over to: Nationstar Mortgage, LLC, 8950 Cypress Waters Blvd Coppell, TX 75097, the described Mortgage, with all interest, all liens, and any rights due or to become due thereon.

Original Mortgagor: Tina A. Robinson, a single person

Original Mortgagee: Mortgage Electronic Registration Systems Inc. (MERS), as Mortgagee, solely as Nominee for First Magnus Financial Corporation, an Arizona Corporation, its successors and assigns

Dated: 09/25/2006 Recorded: 10/06/2006 Instrument: 2006101545 Book: 6006 Page: 1615 in Escambia County, FL Loan Amount: \$58,000.00

Property Address: 206 N Garfield Drive, Pensacola, FL 32505

Parcel Tax ID: 054858000

Legal: THE FOLLOWING DESCRIBED PROPERTY IS RECORDED IN ESCAMBIA COUTY FLORIDA. LOT 4, BLOCK 4, MAYFAIR ACCORDING TO MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 54, PUBLIC RECORDS OF ESCAMBIA COUTY FLORIDA.

Date: 10-31-2023

Mortgage Electronic Registration Systems Inc. (MERS), as
Mortgagee, solely as Nominee for First Magnus Financial
Corporation, an Arizona Corporation, its successors and assigns

By: 

Name: Deborah A. Karr

Title: Vice President

STATE OF Colorado } s.s.

COUNTY OF Douglas

On 10-31-2023, before me, David Gutierrez, Notary Public, personally appeared

Deborah A. Karr, Vice President of Mortgage Electronic Registration Systems Inc. (MERS), as Mortgagee, solely as Nominee for First Magnus Financial Corporation, an Arizona Corporation, its successors and assigns, personally known to me (or proved to me the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she/he/they executed the same in her/his/their authorized capacity(ies), and that by her/his/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.



Notary Public: David Gutierrez

My Commission Expires: 4-20-2026

DAVID GUTIERREZ
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20184017437
MY COMMISSION EXPIRES APRIL 20, 2026

Recorded in Public Records 12/20/2010 at 02:42 PM OR Book 6670 Page 168,
Instrument #2010082166, Ernie Lee Magaha Clerk of the Circuit Court Escambia
County, FL Recording \$44.00

Recorded in Public Records 12/20/2010 at 01:53 PM OR Book 6669 Page 1871,
Instrument #2010082091, Ernie Lee Magaha Clerk of the Circuit Court Escambia
County, FL Recording \$44.00

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

ESCAMBIA COUNTY, FLORIDA

VS.

**CASE NO: CE#10-09-05246
LOCATION: 808 North 63rd Avenue 1/2
PR# 352S30-4400-000-012**

**Kyle R. Howell & Tina A. Robinson
4034 Woodland Drive
Villa Rica, Georgia 30180**

ORDER

This CAUSE having come before the Office of Environmental
Enforcement Special Magistrate on the Petition of the Environmental Enforcement
Officer for alleged 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 or representative,
N/A, 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 Ordinance(s) has occurred and continues

- ☒ 42-196 (a) Nuisance Conditions
- ☒ 42-196 (b) Trash and Debris
- ☒ 42-196 (c) Inoperable Vehicle(s); Described white RV w/ orange stripe AND tan oldsmobile
- ☒ 42-196 (d) Overgrowth

Certified to be a true copy
the original on file in this office
Witness my hand and official seal
ERNIE LEE MAGAHA
Clerk of the Circuit Court
Escambia County, Florida
By Ernie Lee Magaha
Date December 20, 2010

BK: 6670 PG: 169

BK: 6669 PG: 1872

- ☐ 30-203 Unsafe Building; Described as ☐ Main Structure ☐ Accessory Building(s)
- ☐ (a) ☐ (b) ☐ (c) ☐ (d) ☐ (e) ☐ (f) ☐ (g) ☐ (h) ☐ (i) ☐ (j) ☐ (k) ☐ (l) ☐ (m) ☒ (n) ☒ (o)
- ☐ (p) ☐ (q) ☒ (r) ☐ (s) ☒ (t) ☒ (u) ☐ (v) ☒ (w) ☐ (x) ☐ (y) ☐ (z) ☐ (aa) ☐ (bb) ☐ (cc) ☐ (dd)
- ☐ 94-51 Obstruction of County Right-of-Way (ROW)
- ☐ 82-171 Mandatory Residential Waste Collection
- ☐ 82-15 Illegal Burning
- ☐ 82-5 Littering Prohibited
- ☐ LDC Article 6 Commercial in residential and non permitted use
- ☐ LDC 4.01.02 and LDC 4.01.04 Land Disturbance without permits
- ☐ LDC 8.03.02 and COO 86-91 Prohibited Signs, Un-permitted Sign ROW
- ☐ Other _____
- ☐ Other _____
- ☐ Other _____
- ☐ Other _____
- ☐ Other _____
- ☐ Other _____

THEREFORE, The Special Magistrate being otherwise fully advised in the premises; it is hereby **ORDERED** that: Kyle R. Howell + Tim Robinson shall have until 12/20, 2010 to correct the violation and to bring the violation into compliance. Corrective action shall include:

BK: 6670 PG: 170

BK: 6669 PG: 1873

- ☒ Complete removal of all contributing nuisance conditions; trash, rubbish, overgrowth and legally dispose of. Maintain clean conditions to avoid a repeat violation.
- ☒ Remove vehicle. Repair vehicle or store in rear yard behind 6' opaque fencing
- ☒ Obtain building permit and restore structure to current building codes or, obtain demolition permit and remove the structure(s), legally disposing of all debris.
- ☐ Remove all structures, signs, vehicles, etc. from County ROW; refrain from further obstruction.
- ☐ Subscribe for residential waste collection with a legal waste collection service and comply with solid waste disposal methods
- ☐ Immediately cease burning and refrain from future burning
- ☐ Remove all refuse and dispose of legally and refrain from future littering
- ☐ Rezone property and conform to all performance standards or complete removal of the commercial or industrial entity
- ☐ Obtain necessary permits or cease operations
- ☐ Acquire proper permits or remove sign(s)
- ☐ Other _____
- ☐ Other _____
- ☐ Other _____
- ☐ Other _____
- ☐ Other _____

BK: 6670 PG: 171

BK: 6669 PG: 1874

If you fail to fully correct the violation within the time required, you will be assessed a fine of \$ 50.00 per day, commencing 12/21, 2010. This daily fine shall continue until this violation is abated and the violation brought into compliance or until as otherwise provided by law. **YOU ARE REQUIRED,** immediately upon your full correction of this violation(s), to contact the Escambia County Environmental Enforcement Office in writing to request that they immediately inspect the property to make an official determination of whether the violation has been abated and brought into compliance. If the violation is not abated within the specified time period, then the County may elect to take whatever measures are necessary to abate the violation for you. These measures could include, but are not limited to, **DEMOLISHING YOUR STRUCTURE (S), LEGALLY DISPOSING OF ALL CONTRIBUTING CONDITIONS, AND TOWING OF DESCRIBED VEHICLE (S).** The reasonable cost of such will be assessed against you and will constitute a lien on the property.

Costs in the amount of \$1,100 are awarded in favor of Escambia County as the prevailing party against Kyle R. Howell & Tina Robinson

This fine shall be forwarded to the Board of County Commissioners. Under the authority of 162.09(1) F.S. and Sec. 30-34(d) of the Code of Ordinances, the Board of County Commissioners will certify to the Special Magistrate all costs imposed pursuant to this order. All Monies owing hereunder shall constitute a lien on **ALL YOUR REAL AND PERSONAL PROPERTY** including any property involved herein, which lien can be enforced by foreclosure and as provided by law.

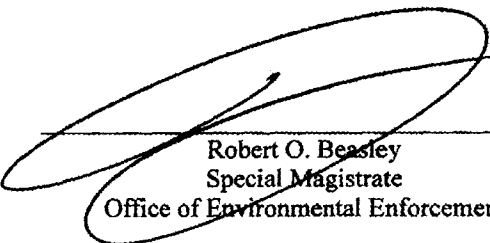
BK: 6670 PG: 172 Last Page

BK: 6669 PG: 1875 Last Page

You have the right to appeal orders of the Special Magistrate to the Circuit Court of Escambia County. If you wish to appeal, you must give notice of such in writing to both the Environmental Enforcement Division at Escambia Central Office Complex, 3363 W. Park Place, Pensacola, Florida 32504 and the Escambia County Circuit Court at the M.C. Blanchard Judicial Building, 190 Governmental Center, Pensacola, Florida 32501, no later than **30 days** from the date of this Order. Failure to timely file a Written Notice of Appeal will waive your rights to appeal.

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

DONE AND ORDERED at Escambia County, Florida on the 30th day of November, 2010.



Robert O. Beasley
Special Magistrate
Office of Environmental Enforcement

Recorded in Public Records 07/29/2011 at 03:57 PM OR Book 6747 Page 146,
Instrument #2011051892, Ernie Lee Magaha Clerk of the Circuit Court Escambia
County, FL Recording \$10.00

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

ESCAMBIA COUNTY, FLORIDA

vs.

Case No.: CE 10-09-05246
Location: 808 North 63rd Avenue 1/2
PR# 352S304400000012

Kyle R Howell & Tina A Robinson
4034 Woodland Drive
Villa Rica, GA 30180

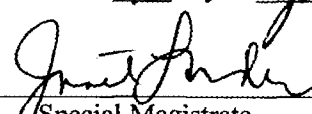
ORDER

THIS CAUSE was brought before the Office of the Environmental Enforcement Special Magistrate on Petitioner's Certification of Costs, pursuant to the Special Magistrate's Order of November 30, 2010; and the Special Magistrate having found the Respondent in violation of Escambia County Code of Ordinances 42-196 (a), (b), (c), (d), and 30-203 (m), (n), (o) (q), (s), (t), (u) and (w) Escambia County made certain repairs to bring the property into compliance and that the repairs were reasonable and necessary. THEREFORE, the Special Magistrate being otherwise fully advised of the premises; it is hereby ORDERED, pursuant to Section 30-35 of the Escambia County Code of Ordinances, that the following itemized costs shall be added to the fines imposed by the Order of Special Magistrate dated November 30, 2010.

Itemized	Cost
a. Fines \$4,000.00 (\$50.00 per day 12/21/10-3/11/11)	\$ 4,000.00
b. Court Costs	\$ 1,100.00
c. County Abatement Fees	\$ <u>2,750.00</u>

Total: \$ 7,850.00

DONE AND ORDERED at Escambia County, Florida on this 25th day of July, 2011.



Special Magistrate
Office of Environmental Enforcement

Recorded in Public Records 12/06/2011 at 02:56 PM OR Book 6793 Page 1208,
Instrument #2011086184, Ernie Lee Magaha Clerk of the Circuit Court Escambia
County, FL Recording \$44.00

Recorded in Public Records 12/06/2011 at 12:30 PM OR Book 6793 Page 989,
Instrument #2011086134, Ernie Lee Magaha Clerk of the Circuit Court Escambia
County, FL Recording \$44.00

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

ESCAMBIA COUNTY, FLORIDA

VS.

**CASE NO: CE#11-07-03379
LOCATION: 2503 West Hatton Drive
PR# 172S30-1400-007-068**

**Tina A. Robinson & Kyle R. Howell
4034 Woodland Drive
Villa Rica, Georgia 30180**

ORDER

This CAUSE having come before the Office of Environmental
Enforcement Special Magistrate on the Petition of the Environmental Enforcement
Officer for alleged 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 or representative,
N/A, 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 Ordinance(s) has occurred and continues

- ☒ 42-196 (a) Nuisance Conditions
- ☒ 42-196 (b) Trash and Debris
- ☒ 42-196 (c) Inoperable Vehicle(s); Described _____
- ☒ 42-196 (d) Overgrowth

CERTIFIED TO BE A TRUE COPY OF THE
ORIGINAL ON FILE IN THIS OFFICE
WITNESS MY HAND AND OFFICIAL SEAL
ERNIE LEE MAGAHA
CLERK & COMPTROLLER
ESCAMBIA COUNTY, FLORIDA
BY: Ernie Lee Magaha
DATE: 12-16-11



BK: 6793 PG: 1209

BK: 6793 PG: 990

- ☐ 30-203 Unsafe Building; Described as ☐ Main Structure ☐ Accessory Building(s)
- ☐ (a) ☐ (b) ☐ (c) ☐ (d) ☐ (e) ☐ (f) ☐ (g) ☐ (h) ☐ (i) ☐ (j) ☐ (k) ☒ (l) ☐ (m) ☒ (n) ☐ (o)
- ☐ (p) ☐ (q) ☐ (r) ☐ (s) ☐ (t) ☒ (u) ☐ (v) ☐ (w) ☒ (x) ☐ (y) ☐ (z) ☐ (aa) ☒ (bb) ☒ (cc) ☐ (dd)
- ☐ 94-51 Obstruction of County Right-of-Way (ROW)
- ☒ 82-171 Mandatory Residential Waste Collection
- ☒ 82-15 Illegal Burning
- ☒ 82-5 Littering Prohibited
- ☐ LDC Article 6 Commercial in residential and non permitted use
- ☐ LDC 4.01.02 and LDC 4.01.04 Land Disturbance without permits
- ☐ LDC 8.03.02 and COO 86-91 Prohibited Signs, Un-permitted Sign ROW
- ☒ Other 82-3 - unauthorized accumulation
- ☐ Other _____
- ☐ Other _____
- ☐ Other _____
- ☐ Other _____
- ☐ Other _____

THEREFORE, The Special Magistrate being otherwise fully advised in the premises; it is hereby **ORDERED** that: Tina Robinson & Kyle Howell shall have until 12/9, 2011 to correct the violation and to bring the violation into compliance. Corrective action shall include:

BK: 6793 PG: 1210

BK: 6793 PG: 991

- ☒ Complete removal of all contributing nuisance conditions; trash, rubbish, overgrowth and legally dispose of. Maintain clean conditions to avoid a repeat violation.
- ☒ Remove vehicle. Repair vehicle or store in rear yard behind 6' opaque fencing
- ☐ Obtain building permit and restore structure to current building codes or, obtain demolition permit and remove the structure(s), legally disposing of all debris.
- ☐ Remove all structures, signs, vehicles, etc. from County ROW; refrain from further obstruction.
- ☒ Subscribe for residential waste collection with a legal waste collection service and comply with solid waste disposal methods
- ☒ Immediately cease burning and refrain from future burning
- ☒ Remove all refuse and dispose of legally and refrain from future littering
- ☐ Rezone property and conform to all performance standards or complete removal of the commercial or industrial entity
- ☒ Obtain necessary permits or cease operations
- ☐ Acquire proper permits or remove sign(s)
- ☒ Other If Non-compliance remains
- ☐ Other At 12/9/11 → County to provide
- ☐ Other 20 days notice to any mortgage holder
- ☐ Other of record prior to demolition with
- ☐ Other Copy of this Order

BK: 6793 PG: 1211

BK: 6793 PG: 992

If you fail to fully correct the violation within the time required, you will be assessed a fine of \$ 100.00 per day, commencing 12/10, 2011. This daily fine shall continue until this violation is abated and the violation brought into compliance or until as otherwise provided by law. **YOU ARE REQUIRED,** immediately upon your full correction of this violation(s), to contact the Escambia County Environmental Enforcement Office in writing to request that they immediately inspect the property to make an official determination of whether the violation has been abated and brought into compliance. If the violation is not abated within the specified time period, then the County may elect to take whatever measures are necessary to abate the violation for you. These measures could include, but are not limited to, **DEMOLISHING YOUR STRUCTURE (S), LEGALLY DISPOSING OF ALL CONTRIBUTING CONDITIONS, AND TOWING OF DESCRIBED VEHICLE (S).** The reasonable cost of such will be assessed against you and will constitute a lien on the property.

Costs in the amount of \$ 1100 are awarded in favor of Escambia County as the prevailing party against Tina Rossini Kyle Howell.

This fine shall be forwarded to the Board of County Commissioners. Under the authority of 162.09(1) F.S. and Sec. 30-34(d) of the Code of Ordinances, the Board of County Commissioners will certify to the Special Magistrate all costs imposed pursuant to this order. All Monies owing hereunder shall constitute a lien on **ALL YOUR REAL AND PERSONAL PROPERTY** including any property involved herein, which lien can be enforced by foreclosure and as provided by law.

BK: 6793 PG: 1212 Last Page

BK: 6793 PG: 993 Last Page

You have the right to appeal orders of the Special Magistrate to the Circuit Court of Escambia County. If you wish to appeal, you must give notice of such in writing to both the Environmental Enforcement Division at Escambia Central Office Complex, 3363 W. Park Place, Pensacola, Florida 32504 and the Escambia County Circuit Court at the M.C. Blanchard Judicial Building, 190 Governmental Center, Pensacola, Florida 32501, no later than **30 days** from the date of this Order. Failure to timely file a Written Notice of Appeal will waive your rights to appeal.

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

DONE AND ORDERED at Escambia County, Florida on the 29th day of March, 2011.



Robert O. Beasley
Special Magistrate
Office of Environmental Enforcement

Recorded in Public Records 01/23/2014 at 09:58 AM OR Book 7127 Page 1822,
Instrument #2014004854, Pam Childers Clerk of the Circuit Court Escambia
County, FL Recording \$10.00

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

ESCAMBIA COUNTY, FLORIDA

vs.

Case No.: CE 11-07-03379
Location: 2503 W Hatton Drive
PR# 172S30-1400-007-068

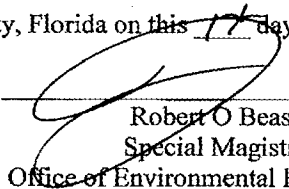
Tina A Robinson & Kyle R Howell
C/o Henry Nichols
8 Milton Road
Pensacola, FL 32503

ORDER

THIS CAUSE was brought before the Office of the Environmental Enforcement Special Magistrate on Petitioner's Certification of Costs, pursuant to the Special Magistrate's Order of November 29, 2011; and the Special Magistrate having found the Respondent in violation of Escambia County Code of Ordinances 42-196 (a) Nuisance Conditions, (b) Trash & Debris, (c) Inoperable Vehicle (s), (d) Overgrowth, 30-203 (l), (n), (u), (x), (bb), and (cc), 820-171 Mandatory Waste Collection, 82-15 Illegal Burning, 82-5 Littering, and 82-3 Unauthorized Accumulation. THEREFORE, the Special Magistrate being otherwise fully advised of the premises; it is hereby ORDERED, pursuant to Section 30-35 of the Escambia County Code of Ordinances, that the following itemized costs shall be added to the fines imposed by the Order of Special Magistrate dated November 29, 2011.

Itemized	Cost
a. Fines \$100.00 per day (12/10/11-8/05/13)	\$60,400.00
b. Court Costs	\$ 1,100.00
c. County Abatement Fees	\$ <u>6,400.00</u>
Total:	\$67,900.00

DONE AND ORDERED at Escambia County, Florida on this 17 day of Jan, 2014


Robert O Beasley
Special Magistrate
Office of Environmental Enforcement

Recorded in Public Records 07/03/2013 at 04:10 PM OR Book 7041 Page 1030,
Instrument #2013049219, Pam Childers Clerk of the Circuit Court Escambia
County, FL Recording \$44.00

Recorded in Public Records 07/03/2013 at 03:35 PM OR Book 7041 Page 858,
Instrument #2013049162, Pam Childers Clerk of the Circuit Court Escambia
County, FL Recording \$44.00

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

ESCAMBIA COUNTY, FLORIDA

VS.

**CASE NO: CE#13-02-00580
LOCATION: 2503 West Hatton Drive
PR# 172S30-1400-007-068**

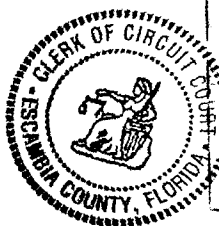
**Tina A. Robinson & Kye R. Howell
8 Milton Road
Pensacola, Florida 32503**

ORDER

This CAUSE having come before the Office of Environmental
Enforcement Special Magistrate on the Petition of the Environmental Enforcement
Officer for alleged violation of the ordinances of the County of Escambia, State of
Florida and the Special Magistrate having considered the evidence before him/her in
the form of testimony by the Enforcement Officer and the respondent or
representative, *was not present but notice was given* 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 Ordinance(s) has
occurred and continues

- ☒ 42-196 (a) Nuisance Conditions
☐ 42-196 (b) Trash and Debris
☐ 42-196 (c) Inoperable Vehicle(s); Described _____

☐ 42-196 (d) Overgrowth



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 & COMPTROLLER
ESCAMBIA COUNTY, FLORIDA
DATE: *7-3-13*

BK: 7041 PG: 1031

BK: 7041 PG: 859

- ☒ 30-203 Unsafe Building; Described as ☐ Main Structure ☐ Accessory Building(s)
- ☐ (a) ☐ (b) ☐ (c) ☐ (d) ☐ (e) ☐ (f) ☐ (g) ☐ (h) ☐ (i) ☐ (j) ☐ (k) ☐ (l) ☐ (m) ☐ (n) ☒ (o)
- ☒ (p) ☐ (q) ☐ (r) ☐ (s) ☐ (t) ☐ (u) ☐ (v) ☐ (w) ☐ (x) ☐ (y) ☐ (z) ☐ (aa) ☐ (bb) ☐ (cc) ☐ (dd)
- ☐ 94-51 Obstruction of County Right-of-Way (ROW)
- ☐ 82-171 Mandatory Residential Waste Collection
- ☐ 82-15 Illegal Burning
- ☐ 82-5 Littering Prohibited
- ☐ LDC Article 6 Commercial in residential and non permitted use
- ☐ LDC 4.01.02 and LDC 4.01.04 Land Disturbance without permits
- ☐ LDC 8.03.02 and COO 86-91 Prohibited Signs, Un-permitted Sign ROW
- ☐ Other _____
- ☐ Other _____
- ☐ Other _____
- ☐ Other _____
- ☐ Other _____
- ☐ Other _____
- ☐ Repeat violation(s) _____

THEREFORE, The Special Magistrate being otherwise fully advised in the premises; it is hereby **ORDERED** that: Tina A. Robinson & Kye R. Howell shall have until July 25, 2013 to correct the violation and to bring the violation into compliance. Corrective action shall include:

BK: 7041 PG: 1032

BK: 7041 PG: 860

- ☒ Complete removal of all contributing nuisance conditions; trash, rubbish, overgrowth and legally dispose of. Maintain clean conditions to avoid a repeat violation.
- ☐ Remove vehicle. Repair vehicle or store in rear yard behind 6' opaque fencing
- ☒ Obtain building permit and restore structure to current building codes or, obtain demolition permit and remove the structure(s), legally disposing of all debris.
- ☐ Remove all structures, signs, vehicles, etc. from County ROW; refrain from further obstruction.
- ☐ Subscribe for residential waste collection with a legal waste collection service and comply with solid waste disposal methods
- ☐ Immediately cease burning and refrain from future burning
- ☐ Remove all refuse and dispose of legally and refrain from future littering
- ☐ Rezone property and conform to all performance standards or complete removal of the commercial or industrial entity
- ☐ Obtain necessary permits or cease operations
- ☐ Acquire proper permits or remove sign(s)
- ☐ Other _____
- ☐ Other _____
- ☐ Other _____
- ☐ Other _____
- ☐ Other _____

BK: 7041 PG: 1033

BK: 7041 PG: 861

If you fail to fully correct the violation within the time required, you will be assessed ^{one hour} a fine of \$ 1,000.⁰⁰ per day, commencing July 26, 2013. This daily fine shall continue until this violation is abated and the violation brought into compliance or until as otherwise provided by law. **YOU ARE REQUIRED,** immediately upon your full correction of this violation(s), to contact the Escambia County Environmental Enforcement Office in writing to request that they immediately inspect the property to make an official determination of whether the violation has been abated and brought into compliance. If the violation is not abated within the specified time period, then the County may elect to take whatever measures are necessary to abate the violation for you. These measures could include, but are not limited to, **DEMOLISHING YOUR STRUCTURE(S), LEGALLY DISPOSING OF ALL CONTRIBUTING CONDITIONS, AND TOWING OF DESCRIBED VEHICLE(S).** The reasonable cost of such will be assessed against you and will constitute a lien on the property.

Costs in the amount of \$ 1,000.⁰⁰ are awarded in favor of Escambia County as the prevailing party against Tina A. Robinson & Kyle R. Howell

This fine shall be forwarded to the Board of County Commissioners. Under the authority of 162.09(1) F.S. and Sec. 30-34(d) of the Code of Ordinances, the Board of County Commissioners will certify to the Special Magistrate all costs imposed pursuant to this order. All Monies owing hereunder shall constitute a lien on **ALL YOUR REAL AND PERSONAL PROPERTY** including any property involved herein, which lien can be enforced by foreclosure and as provided by law.

BK: 7041 PG: 1034 Last Page

BK: 7041 PG: 862 Last Page

You have the right to appeal orders of the Special Magistrate to the Circuit Court of Escambia County. If you wish to appeal, you must give notice of such in writing to both the Environmental Enforcement Division at Escambia Central Office Complex, 3363 W. Park Place, Pensacola, Florida 32504 and the Escambia County Circuit Court at the M.C. Blanchard Judicial Building, 190 Governmental Center, Pensacola, Florida 32501, no later than **30 days** from the date of this Order. Failure to timely file a Written Notice of Appeal will waive your rights to appeal.

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

DONE AND ORDERED at Escambia County, Florida on the 25th day of June, 2013.



Janet Lander
Special Magistrate
Office of Environmental Enforcement

Recorded in Public Records 12/06/2010 at 08:35 AM OR Book 6664 Page 1514,
Instrument #2010078887, Ernie Lee Magaha Clerk of the Circuit Court Escambia
County, FL Recording \$18.50

File # 201023530
CR BK 2989 Pages 1356 - 1357
RECORDED 07/15/10 15:33:07
Mary M. Johnson, Clerk
Santa Rosa County, Florida
DEPUTY CLERK KJ
#6
Trans # 464550

**IN THE COUNTY COURT, IN AND FOR SANTA ROSA COUNTY, FLORIDA
SMALL CLAIMS DIVISION**

**BAY POINT FACILITIES, INC.,
a Florida Non-Profit Corporation,**

Plaintiff,

v.

CASE #: 2010-SC-000732

KYE R. HOWELL and TINA ROBINSON,

Defendants.

FILED
SANTA ROSA COUNTY
CLERK
2010 JUL 11 P 2:53

FINAL JUDGMENT

It is adjudged that the Plaintiff, BAY POINT FACILITIES, INC., recover from the Defendants, KYE R. HOWELL and TINA ROBINSON, jointly and/or severally, the sum of \$3,600.00 on principal, \$58.58 as prejudgment interest, \$600.00 for attorney's fees, with costs of \$362.50, all of which shall bear interest per year as provided by Florida Statute, for all of which let execution issue forthwith. Post judgment interest shall accrue on the said sum, at the statutory interest rate, from the date of this Final Judgment until the date paid by Defendants.

IT IS FURTHER ORDERED AND ADJUGED that the Defendants shall complete Florida Small Claims Rules Form 7.343 (Fact Information Sheet) and return it to the Plaintiff's attorney within 45 days from the date of this Final Judgment, unless the Final Judgment is satisfied or a motion for new trial or notice of appeal is filed.

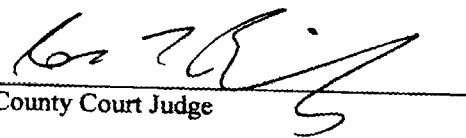
Bay Point Facilities, Inc. v. Howell, et, al.
Final Judgment
Page 1 of 2

CERTIFIED A TRUE AND CORRECT COPY
MARY M. JOHNSON
CLERK CIRCUIT COURT
By [Signature]
Date 10/11/10 **DEPUTY CLERK**

BK: 6664 PG: 1515 Last Page

Jurisdiction of this case is retained to enter further orders that are proper to compel the Defendants to complete form 7.343 and return it to Plaintiff's attorney, and to enforce the relief granted herein.

ORDERED at Santa Rosa County, Florida, on July ^{14th} 2010.


County Court Judge

Copies furnished to:

LB
7-15-10
John S. Bordelon, Esquire
Bordelon, Greene & Lynchard, P.L.
2721 Gulf Breeze Parkway
Gulf Breeze, FL 32563

Kye Howell & Tina Robinson
4034 Woodland Drive
Villa Rica, GA 30180

Bay Point Facilities, Inc. v. Howell, et, al.
Final Judgment
Page 2 of 2