

# APPLICATION FOR TAX DEED

Section 197.502, Florida Statutes

512  
R. 12/16

Application Number: 2300048

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
10-2448-300	2021/4592	06-01-2021	BEG AT SE COR OF LT 7 N 90 DEG W 453 50/100 FT N 0 DEG E 141 75/100 FT TO NLY R/W LI OF SR 10 (A/K/A MOBILE HWY) FOR POB CONT N 0 DEG E 536 10/100 FT N 77 DEG 28 MIN 38 SEC E 264 51/100 FT S 0 DEG W 529 99/100 FT TO NLY R/W LI OF SR 10 SD PT BEING ON CURVE CONCAVE NW RADIUS 2796 94/100 FT SWLY ALG ARC OF CURVE 266 FT (DELTA 05 DEG 26 MIN 57 SEC CHORD DIST 265 90/100 FT CHORD BEARING S 76 DEG 11 MIN 33 SEC W) TO POB OR 7313 P 863 LESS OR 4899 P 1828 SCHWEIGER

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. <b>Total Paid (Lines 8-13)</b>	
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>10/04/2023</u> Signature, Clerk of Court or Designee	

**INSTRUCTIONS**

+ 1250

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BEG AT SE COR OF LT 7 N 90 DEG W 453 50/100 FT N 0 DEG E 141 75/100 FT TO NLY R/W LI OF SR 10 (A/K/A MOBILE HWY) FOR POB CONT N 0 DEG E 536 10/100 FT N 77 DEG 28 MIN 38 SEC E 264 51/100 FT S 0 DEG W 529 99/100 FT TO NLY R/W LI OF SR 10 SD PT BEING ON CURVE CONCAVE NW RADIUS 2796 94/100 FT SWLY ALG ARC OF CURVE 266 FT (DELTA 05 DEG 26 MIN 57 SEC CHORD DIST 265 90/100 FT CHORD BEARING S 76 DEG 11 MIN 33 SEC W) TO POB OR 7313 P 863 LESS OR 4899 P 1828 SCHWEIGER



# 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

1023.57

## 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	SALES CLIFFORD JR 11670 MOBILE HWY PENSACOLA, FL 32526 11670 MOBILE HWY 10-2448-300 BEG AT SE COR OF LT 7 N 90 DEG W 453 50/100 FT N 0 DEG E 141 75/100 FT TO NLY R/W LI OF SR 10 (A/K/A (Full legal attached.))	Certificate #	2021 / 4592
		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)
# 2021/4592	06/01/2021	617.64	30.88	648.52
# 2022/4980	06/01/2022	629.82	31.49	661.31
→ Part 2: Total*				1,309.83


## 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)	1,309.83
2. Delinquent taxes paid by the applicant	0.00
3. Current taxes paid by the applicant	598.57
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)	2,283.40

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



# 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				
<b>Parcel ID:</b>	1015325001003001	<b>Year</b>	<b>Land</b>	<b>Imprv</b>	<b>Total</b>	<b>Cap Val</b>
<b>Account:</b>	102448300	2022	\$31,600	\$3,274	\$34,874	\$33,471
<b>Owners:</b>	SALES CLIFFORD JR	2021	\$27,769	\$2,660	\$30,429	\$30,429
<b>Mail:</b>	11670 MOBILE HWY PENSACOLA, FL 32526	2020	\$27,769	\$2,352	\$30,121	\$30,121
<b>Situs:</b>	11670 MOBILE HWY 32526	<b>Disclaimer</b>				
<b>Use Code:</b>	MOBILE HOME	<b>Tax Estimator</b>				
<b>Taxing Authority:</b>	COUNTY MSTU	<b>File for New Homestead Exemption Online</b>				
<b>Tax Inquiry:</b>	<a href="#">Open Tax Inquiry Window</a>					
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	
03/11/2015	7313	863	\$45,000	QC		<b>Legal Description</b>	
04/15/2010	6580	1746	\$100	OT		BEG AT SE COR OF LT 7 N 90 DEG W 453 50/100 FT N 0	
06/2002	4919	1983	\$20,000	WD		DEG E 141 75/100 FT TO NLY R/W LI OF SR 10 (A/K/A	
02/2002	4856	1350	\$30,000	WD		MOBILE HWY)...	
Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller						<b>Extra Features</b>	
						None	

Parcel Information		Launch Interactive Map	
<b>Section</b> <b>Map Id:</b> <u>10-1S-32</u>	<div><div>+</div><div>-</div></div>		
<b>Approx. Acreage:</b> 1.5907			
<b>Zoned:</b> RMU			
<b>Evacuation &amp; Flood Information</b> <a href="#">Open Report</a>			
<a href="#">View Florida Department of Environmental Protection (DEP) Data</a>			
<b>Buildings</b>			
Address: 11670 MOBILE HWY, Year Built: 1976, Effective Year: 1976, PA Building ID#: 129651			

Structural Elements

DWELLING UNITS-1

MH EXTERIOR WALL-VINYL/METAL

MH FLOOR FINISH-CARPET

MH FLOOR SYSTEM-TYPICAL

MH HEAT/AIR-HEAT & AIR

MH INTERIOR FINISH-PANEL PLYWOOD

MH MILLWORK-TYPICAL

MH ROOF COVER-METAL

MH ROOF FRAMING-FLAT/SHED

MH STRUCTURAL FRAME-TYPICAL

NO. PLUMBING FIXTURES-6

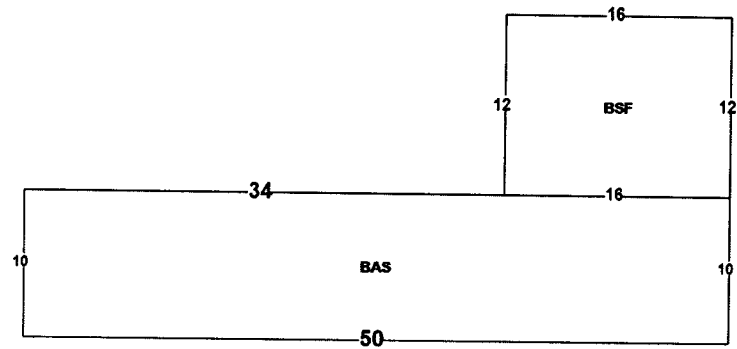
NO. STORIES-1

STORY HEIGHT-0

Areas - 692 Total SF

BASE AREA - 500

BASE SEMI FIN - 192



Images



2/22/2016 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: 05/03/2023 (tc. 7267)

## NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That **ASSEMBLY TAX 36 LLC** holder of **Tax Certificate No. 04592**, issued the **1st day of June, A.D., 2021** has filed same in my office and has made application for a tax deed to be issued thereon. Said certificate embraces the following described property in the County of Escambia, State of Florida, to wit:

**BEG AT SE COR OF LT 7 N 90 DEG W 453 50/100 FT N 0 DEG E 141 75/100 FT TO NLY R/W LI OF SR 10 (A/K/A MOBILE HWY) FOR POB CONT N 0 DEG E 536 10/100 FT N 77 DEG 28 MIN 38 SEC E 264 51/100 FT S 0 DEG W 529 99/100 FT TO NLY R/W LI OF SR 10 SD PT BEING ON CURVE CONCAVE NW RADIUS 2796 94/100 FT SWLY ALG ARC OF CURVE 266 FT (DELTA 05 DEG 26 MIN 57 SEC CHORD DIST 265 90/100 FT CHORD BEARING S 76 DEG 11 MIN 33 SEC W) TO POB OR 7313 P 863 LESS OR 4899 P 1828 SCHWEIGER**

**SECTION 10, TOWNSHIP 1 S, RANGE 32 W**

**TAX ACCOUNT NUMBER 102448300 (1023-57)**

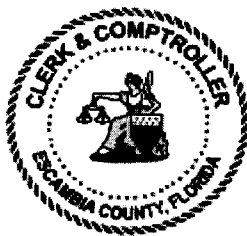
The assessment of the said property under the said certificate issued was in the name of

**CLIFFORD SALES JR**

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 October, which is the **4th day of October 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 #: 10-2448-300 CERTIFICATE #: 2021-4592

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: July 20, 2003 to and including July 20, 2023 Abstractor: Cody Campbell

BY

Michael A. Campbell,  
As President  
Dated: July 26, 2023

**PROPERTY INFORMATION REPORT**  
**CONTINUATION PAGE**

July 26, 2023

Tax Account #: **10-2448-300**

1. The Grantee(s) of the last deed(s) of record is/are: **CLIFFORD SALES, JR.**

**By Virtue of Warranty Deed recorded 3/12/2015 in OR 7313/863**

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 Gary Lamar Salter recorded 3/12/2015 – OR 7313/865**
- b. **Code Enforcement Lien in favor of Escambia County recorded 4/21/2022 – OR 8767/1667**
- c. **Code Enforcement Lien in favor of Escambia County recorded 11/2/2022 – OR 8883/1210**
- d. **Lien in favor of the Emerald Coast Utilities Authority recorded 12/8/2022 – OR 8901/236**

4. Taxes:

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

**Tax Account #: 10-2448-300**

**Assessed Value: \$33,471**

**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:** OCT 4, 2023

**TAX ACCOUNT #:** 10-2448-300

**CERTIFICATE #:** 2021-4592

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>2022</u> tax year.

**CLIFFORD SALES, JR.**  
**A/K/A CLIFFORD HORACE SALES, JR.**  
**11670 MOBILE HWY**  
**PENSACOLA, FL 32526**

**CLIFFORD SALES, JR.**  
**9002 RUBYS CAMP RD**  
**PENSACOLA, FL 32526**

**GARY LAMAR SALTER**  
**5128 TEAKWOOD DRIVE**  
**PENSACOLA, FL 32506**

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

**EMERALD COAST UTILITIES AUTHORITY**  
**9255 STURDEVANT STREET**  
**PENSACOLA, FL 32514-0311**

**Certified and delivered to Escambia County Tax Collector, this 26<sup>th</sup> day of July, 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**

**July 26, 2023**

**Tax Account #:10-2448-300**

### **LEGAL DESCRIPTION EXHIBIT "A"**

**BEG AT SE COR OF LT 7 N 90 DEG W 453 50/100 FT N 0 DEG E 141 75/100 FT TO NLY R/W LI OF SR 10 (A/K/A MOBILE HWY) FOR POB CONT N 0 DEG E 536 10/100 FT N 77 DEG 28 MIN 38 SEC E 264 51/100 FT S 0 DEG W 529 99/100 FT TO NLY R/W LI OF SR 10 SD PT BEING ON CURVE CONCAVE NW RADIUS 2796 94/100 FT SWLY ALG ARC OF CURVE 266 FT (DELTA 05 DEG 26 MIN 57 SEC CHORD DIST 265 90/100 FT CHORD BEARING S 76 DEG 11 MIN 33 SEC W) TO POB OR 7313 P 863 LESS OR 4899 P 1828 SCHWEIGER**

**SECTION 10, TOWNSHIP 1 S, RANGE 32 W**

**TAX ACCOUNT NUMBER 10-2448-300(1023-57)**

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

Prepared by and return to:  
Suzanne N. Whibbs  
Whibbs & Stone, P.A.  
801 W. Romana Street Unit C  
Pensacola, FL 32502  
850-434-5395  
File Number: 13-6161

Parcel Identification No. 101S325001003001

[Space Above This Line For Recording Data]

## Warranty Deed

(STATUTORY FORM - SECTION 689.02, F.S.)

**This Indenture** made this 11th day of March, 2015 between **Gary Lamar Salter, a single man** whose post office address is 5128 Teakwood Drive, Pensacola, FL 32506 of the County of Escambia, State of Florida, grantor\*, and **Clifford Sales, Jr., a single man**, whose post office address is 11670 Mobile Highway, Pensacola, FL 32526 of the County of Escambia, State of Florida, grantee\*,

**Witnesseth**, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Escambia County, Florida, to-wit:

Vacant Land:

Commencing at the Southeast corner of Lot 7, Section 10, Township 1 South, Range 32 West, Escambia County, Florida; thence go N90°00'00" West along the South line of said Lot 7 a distance of 453.50 feet; thence go N00°00'00" East a distance of 141.75 feet to the Northerly right-of-way line of State road No. 10, (A.K.A. Mobile Highway, right-of-way undetermined) for the Point of Beginning; thence continue N00°00'00" East a distance of 536.10 feet; thence go N77°28'38" East a distance of 264.51 feet; thence go S00°00'00" West a distance of 529.99 feet to the aforesaid Northerly right-of-way line of State Road No. 10, said point being on a curve concave to the Northwest and having a radius of 2796.94 feet; thence go Southwesterly along the arc of said curve a distance of 266.00 feet (Delta = 05°26'57", Chord Distance = 265.90 feet, Chord Bearing = S76°11'33" West, to the Point of Beginning. The above described parcel of land is situated in Section 10, Township 1 South, Range 32 West, Escambia County, Florida.

### LESS AND EXCEPT:

Commencing at the Southeast corner of Lot 7, Section 10, Township 1 South, Range 32 West, Escambia County, Florida; thence go N90°00'00" West along the South line of said Lot 7 a distance of 453.50 feet; thence go N00°00'00" East a distance of 141.75 feet to the Northerly right-of-way line of State road No. 10, (A.K.A. Mobile Highway, right-of-way undetermined); thence continue North 00°00'00" East a distance of 536.10 feet; thence go North 77°28'38" East a distance of 132.25 feet to the Point of Beginning; thence continue North 77°28'38" East a distance of 132.26 feet; thence go South 00°00'00" West a distance of 529.99 feet to the aforesaid Northerly right-of-way line of State Road No. 10, said point being on a curve concave to the Northwest and having a radius of 2796.94 feet; thence go Southwesterly along the arc of said curve a distance of 133.78 feet, (Delta = 02°44'26", Chord Distance = 133.77 feet, chord bearing = South 74°50'15" West); thence go North 00°00'00" East a distance of 536.30 feet to the Point of Beginning; the above described parcel of land is situated in Section 10, Township 1 South, Range 32 West, Escambia County, Florida.

and said grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

\* "Grantor" and "Grantee" are used for singular or plural, as context requires.

**In Witness Whereof**, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

DoubleTimes

Witness Name: Suzanne N. Whibbs  
Debbie Berryhill  
Witness Name: Debbie Berryhill

Gary R. Salter (Seal)  
Gary Lamar Salter

State of Florida  
County of Escambia

The foregoing instrument was acknowledged before me this 11th day of March, 2015 by Gary Lamar Salter, who ☐ is personally known or ☒ has produced a driver's license as identification.

[Notary Seal]



Suzanne N. Whibbs  
Notary Public-State of Florida

Printed Name: Suzanne N. Whibbs

My Commission Expires: \_\_\_\_\_

Prepared by and return to:  
Suzanne N. Whibbs  
Whibbs & Stone, P.A.  
801 W. Romana Street Unit C  
Pensacola, FL 32502  
850-434-5395  
File Number: 13-6161

[Space Above This Line For Recording Data]

## MORTGAGE AND SECURITY AGREEMENT

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

**KNOW ALL MEN BY THESE PRESENTS**, that **Clifford Sales, Jr., a married man**, hereinafter called Mortgagors, for and in consideration of the sum of **Thirty-Two Thousand Two Hundred Twenty-Five and 08/100 Dollars (\$32,225.08)**, to them in hand paid by **Gary Lamar Salter**, hereinafter called Mortgagee, the receipt whereof is hereby acknowledged, has granted, bargained and sold, and by these presents do grant, bargain, sell, alien, remise, release, convey and confirm unto the said Mortgagee forever, the following described real estate, situate, lying and being in the County of Escambia, State of Florida, to-wit:

Commencing at the Southeast corner of Lot 7, Section 10, Township 1 South, Range 32 West, Escambia County, Florida; thence go N90°00'00" West along the South line of said Lot 7 a distance of 453.50 feet; thence go N00°00'00" East a distance of 141.75 feet to the Northerly right-of-way line of State road No. 10, (A.K.A. Mobile Highway, right-of-way undetermined) for the Point of Beginning; thence continue N00°00'00" East a distance of 536.10 feet; thence go N77°28'38" East a distance of 264.51 feet; thence go S00°00'00" West a distance of 529.99 feet to the aforesaid Northerly right-of-way line of State Road No. 10, said point being on a curve concave to the Northwest and having a radius of 2796.94 feet; thence go Southwesterly along the arc of said curve a distance of 266.00 feet (Delta = 05°26'57", Chord Distance = 265.90 feet, Chord Bearing = S76°11'33" West, to the Point of Beginning. The above described parcel of land is situated in Section 10, Township 1 South, Range 32 West, Escambia County, Florida.

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Commencing at the Southeast corner of Lot 7, Section 10, Township 1 South, Range 32 West, Escambia County, Florida; thence go N90°00'00" West along the South line of said Lot 7 a distance of 453.50 feet; thence go N00°00'00" East a distance of 141.75 feet to the Northerly right-of-way line of State road No. 10, (A.K.A. Mobile Highway, right-of-way undetermined); thence continue North 00°00'00" East a distance of 536.10 feet; thence go North 77°28'38" East a distance of 132.25 feet to the Point of Beginning; thence continue North 77°28'38" East a distance of 132.26 feet; thence go South 00°00'00" West a distance of 529.99 feet to the aforesaid Northerly right-of-way line of State Road No. 10, said point being on a curve concave to the Northwest and having a radius of 2796.94 feet; thence go Southwesterly along the arc of said curve a distance of 133.78 feet, (Delta = 02°44'26", Chord Distance = 133.77 feet, chord bearing = South 74°50'15" West); thence go North 00°00'00" East a distance of 536.30 feet to the Point of Beginning; the above described parcel of land is situated in Section 10, Township 1 South, Range 32 West, Escambia County, Florida.

**At the time of this transaction, the subject property does not constitute the homestead property of the Mortgagor.**

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

Initials: CS  
DoubleTime

Property). Mortgagor hereby grants to Mortgagee a security interest in the foregoing described tangible and intangible personal property.

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

**THE FOREGOING CONVEYANCE** is intended to be, and is, a mortgage to secure the payment of promissory note of date even herewith for the sum of **Thirty-Two Thousand Two Hundred Twenty-Five and 08/100 Dollars (\$32,225.08)**, made by the said Mortgagor payable to the order of the said Mortgagee after date, with interest and principal payable as is more fully set forth in said Promissory Note.

And also to secure the payment of any and all notes, liabilities and obligations of Mortgagor to Mortgagee, whether as maker, endorser, guarantor, or otherwise, which may now be in existence or accrue or arise hereafter, or be now owned or held by Mortgagee, or be acquired hereafter, it being the intent and purpose of Mortgagor to secure by this mortgage all notes for future advances and all other notes, claims, demands, liabilities, and obligations which Mortgagee may have, hold or acquire at any time within twenty years from the date of this mortgage against Mortgagor. The total amount of the indebtedness that may be secured by this mortgage may increase or decrease from time to time, but the total unpaid balance secured at any one time by this mortgage shall not exceed a maximum principal amount of **\$32,225.08**, plus interest, and any disbursements made by Mortgagee for the payment of taxes, levies or insurance on the property encumbered by this mortgage, with interest on such disbursements.

**AND THE SAID MORTGAGOR** does hereby covenant and agree:

1. To pay all and singular the principal, the interest and other sums of money payable by virtue of the said promissory note, and this mortgage, each and every one, promptly on the days, respectively, the same become due.
2. To pay all and singular the taxes, assessments, levies, liabilities, obligations and encumbrances of every nature and kind now on the Mortgaged Property, or that hereafter may be levied or assessed thereupon, each and every one of them and any and all documentary stamps, intangible taxes and assessments now or hereafter required to be paid by governmental authority on said note or on this mortgage; and if the same, or any part thereof, be not promptly paid when due and payable, said Mortgagee may at any time pay the same, without waiving or affecting the option to foreclose this mortgage by reason of such default, or any right hereunder, and every payment so made shall bear interest from the date thereof at the highest rate allowed by law, and all such payments, with interest as aforesaid, shall be secured by the lien hereof. Mortgagor shall furnish Mortgagee receipt for ad valorem taxes on the Mortgaged Property no later than 15 days after the due date of same.
3. To pay all and singular the costs, fees, charges and expenses, of every nature and kind, including all the costs of an abstract of title to the above described lands found to be convenient or expedient in connection with any suit for the foreclosure of this mortgage, and also including all costs and expenses of the said suit, including attorney's fees in a reasonable amount to the attorney of the plaintiff foreclosing, which costs and fees shall be included in the lien of the mortgage, because of the failure on the part of the said Mortgagor to perform, comply with and abide by all or any of the covenants, conditions and stipulations of said promissory note, and this mortgage, and in the foreclosure of this mortgage and in collecting the amount secured hereby, each and every such payment shall bear interest from date thereof until paid at the highest rate allowed by law, and such payments with interest thereof as aforesaid, shall be secured by the lien hereof. "Attorney's fees," as that phrase is used in this mortgage shall include, among other things, the reasonable fees of the attorney and also of any legal assistants, paralegals, law clerks and others utilized by the attorney and under the attorney's supervision, as well as out-of-pocket costs incurred and/or advanced by any of same, all regardless of whether incurred in or advanced prior to the initiation of any legal or equitable proceeding, in arbitration, in trial, in any administrative, bankruptcy or other similar proceedings, or any appeal from any of same.
4. Mortgagor (a) shall not permit, commit or suffer any waste, impairment or deterioration of the Mortgaged Property, or any part thereof; (b) shall restore and repair promptly and in a good workmanlike manner all or any part of the Mortgaged Property to the equivalent of its original condition, or such other condition as Mortgagee may approve in writing, in the event of any damage, injury or loss thereto, whether or not insurance proceeds are available to cover in whole or in part the cost of such restoration or repair; (c) shall keep the Mortgaged Property including improvements, fixtures, equipment, machinery and appliances thereon in good repair and shall replace fixtures, equipment, machinery and appliances on the Mortgaged Property when necessary to keep such items in good repair, including, but not limited to, well painted, weatherproofed and making of such repairs as Mortgagee may, from time to time, determine to be necessary for the preservation of the Mortgaged Property; (d) shall prudently and professionally manage the Mortgaged Property; (e) shall give notice in writing to Mortgagee of and, unless otherwise directed in writing by Mortgagee, appear in and defend any

action or proceeding purporting to affect the Mortgaged Property, the security of this instrument or the rights or powers of Mortgagee; (f) shall comply with the provisions of any lease, if this mortgage is on a leasehold; and (g) if this mortgage is on a unit in a condominium, shall perform all of Mortgagor's obligations under the Declaration creating or governing the condominium, the by-laws and regulations of the condominium and constituent documents. Mortgagor shall first obtain the written consent of Mortgagee, such consent to be granted or withheld at the sole discretion of Mortgagee, before (i) removing or demolishing any building now or hereafter erected on the premises, (ii) altering the arrangement, design or structural character thereof, (iii) making any repairs which involve the removal of structural parts or the exposure of the interior of such building to the elements, (iv) cutting or removing or permitting the cutting or removal of any trees or timber on the Mortgaged Property, (v) removing or exchanging any tangible personal property which is part of the Mortgaged Property, except when incident to the replacement thereof with items of likekind, or (vi) entering into or modifying any leases of the Mortgaged Property. Mortgagee shall have the right to inspect the Mortgaged Property on reasonable notice to Mortgagor.

5. To keep the Mortgaged Property (or so much thereof as is insurable) insured against fire and windstorm and extended coverage in a sum *not less than full insurable value or the face amount of this Mortgage, whichever is greater*, by a company to be approved by said Mortgagee, loss, if any, payable to the Mortgagee, as its interest may appear, including a "standard" Mortgagee clause, and to furnish Mortgagee original or memorandum copy of such policy or policies, and in the event any sum of money becomes payable under such policy or policies, the Mortgagee shall have the option to receive and apply the same on account of the indebtedness secured hereby, or to permit said Mortgagor to receive and use it, or any part thereof, for purpose of improving said land, without thereby waiving or impairing any equity, lien or right under or by virtue of this mortgage, and said Mortgagee may place and pay for such insurance, or any part thereof, without waiving or affecting the option to foreclose, or any right hereunder, and each and every such payment shall bear interest from date thereof until paid at the highest rate allowed by law, and all such payments, with interest, as aforesaid, shall be secured by the lien hereof. The Mortgagee is empowered to adjust, compromise, submit to arbitration and appraisal and collect, and apply to the reduction of said indebtedness, and claim for loss arising under any insurance policy covering said premises; and to that end the Mortgagee is irrevocably appointed the attorney in fact of the Mortgagor to execute and deliver such receipts, releases and other writings as shall be requisite to accomplish such adjustments, compromise, arbitration, appraisal and collection. Unless Mortgagee and Mortgagor otherwise agree in writing, any application of insurance proceeds to principal shall not extend or postpone the due date of the installments referred to in the note and this mortgage or change the amount of such payments.

6. That if any of the said installments of interest due or payable by the terms of said promissory note or other obligations or the sum of money due or payable by virtue of this instrument, be not promptly and fully paid when the same become severally due and payable, without demand or notice, or if each and every one of the stipulations, covenants, agreements and conditions of the said promissory note or other obligations, and of this mortgage, any or either, are not duly and promptly performed, complied with and abided by, the said entire aggregate sum mentioned in the said promissory note and other obligations then remaining unpaid, with interest accrued, shall become due and payable forthwith or thereafter at the option of the Mortgagee, as fully and completely as if said aggregate sum and accrued interest were originally stipulated to be paid on such day, anything in the said promissory note or other obligations or herein, to the contrary notwithstanding. If Mortgagor shall make an assignment for the benefit of creditors, or if a receiver be appointed for Mortgagor of its property, or if Mortgagor files a petition in bankruptcy, or is adjudicated a bankrupt, or files any petition or institutes any proceedings under any chapter of Title 11 of the United States Code, or if Mortgagor becomes the subject of any proceedings, under any insolvency or bankruptcy act, for its reorganization or composition with its creditors, then on the happening of any one or more of these events, the whole indebtedness secured hereby shall immediately become due and payable, at the option of the Mortgagee, and this mortgage may thereupon be foreclosed.

7. It is further covenanted and agreed by said parties that in the event of a suit being instituted to foreclose this mortgage, the Mortgagee shall be entitled to apply at any time pending such foreclosure suit to the Court having jurisdiction thereof for the appointment of a Receiver of all and singular the Mortgaged Property, and of all the rents, income, profits, issues and revenues thereof, from whatsoever source derived; and thereupon it is hereby expressly covenanted and agreed that the Court shall forthwith appoint a Receiver of said Mortgaged Property, all and singular, and of such rents, income, profits, issues and revenues thereof, from whatsoever source derived; with the usual powers and duties of Receivers in like cases; and such appointment shall be made by such Court as a matter of strict right to the Mortgagee and without reference to the adequacy or inadequacy of the value of the property hereby mortgaged, or the solvency or insolvency of the Mortgagor and that such rents, profits, income, issues and revenues shall be applied by such Receiver to the payment of the mortgage indebtedness, costs and charges, according to the order of such Court.

8. To perform, comply with and abide by each and every one of the stipulations, agreements, conditions and covenants in said promissory note and other obligations and set forth in this mortgage, and to comply with all statutes, laws, ordinances, regulations, covenants, conditions and restrictions affecting the Mortgaged Property, and not to cause or permit any violation thereof.

9. No person liable for the debt hereby secured, whether such liability is primary or secondary, and whether such liability is created by endorsement of the notes or as joint maker of the notes, or guarantor, or having assumed the obligation to pay said mortgage debt or otherwise liable for said mortgage debt, shall be released or discharged from liability of the aforesaid debt by virtue of any extension or renewal granted by the Mortgagee to the maker of the notes hereby secured, or any other person liable for said debt, whether primary or secondary.

The Mortgagee is hereby expressly granted the right and power to grant such extensions to the makers of the notes hereby secured as said Mortgagee may deem advisable, without first obtaining the consent of any other person liable for said debt, whether primary or secondary, and to take such renewals of the note and debt hereby secured as said Mortgagee may deem advisable, without first securing the consent of any other person liable for said indebtedness. No delay in the enforcement by the Mortgagee of any of the rights of said Mortgagee arising by virtue of this mortgage and promissory notes hereby secured shall operate as a release or discharge of any person liable for the debt hereby secured, whether primary or secondary.

10. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Mortgaged Property, or part thereof or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Mortgagee. Mortgagee shall be entitled to recover from Mortgagor any attorney's fees incurred in connection therewith. If the property is abandoned by Mortgagor, or if, after notice by Mortgagee to Mortgagor that the condemnor offers to make an award or settle a claim for damages, Mortgagor fails to respond to Mortgagee within 30 days after the date such notice is mailed, Mortgagee is authorized to collect and apply the proceeds, at Mortgagee's option, either to the restoration or repair of the Mortgaged Property or to the sums secured by this mortgage. Unless Mortgagee and Mortgagor otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in the note and this mortgage or change the amount of such installments.

11. That neither the provisions of this mortgage nor any note secured hereby shall have the effect of or be construed as requiring or permitting Mortgagor to pay interest in excess of the highest rate per annum allowable by applicable law or any item or items of indebtedness referred to in this mortgage, and should any such excess be charged or paid, it shall be credited to the unpaid principal indebtedness.

12. If the indebtedness secured hereby is now or hereafter further secured by chattel mortgages, security interests, financing statements, pledges, contracts or guaranty, assignments of leases, or other securities, or if the Mortgaged Property hereby encumbered consists of more than one parcel of real property, Mortgagee may at its option exhaust any one or more of said securities and security hereunder, either concurrently or independently, and in such order as it may determined.

13. That the monies advanced (as evidenced by the note secured by this mortgage) by Mortgagee to Mortgagor have been advanced after investigation and consideration of the creditworthiness and character of Mortgagor and the ability of Mortgagor to repay same and prudently manage the Mortgaged Property. On any sale or transfer of (a) all or any portion of the Mortgaged Property, or any interest therein including, but not limited to, the creation of a lien or encumbrance subordinate to the lien of this mortgage, or a transfer by agreement for deed or land contract, but specifically excluding a transfer of any portion of the Mortgaged Property for which a release price is paid to Mortgagee pursuant to any agreed upon release provision), or (b) beneficial interests in Mortgagor (if Mortgagor is not a natural person or persons but is a corporation, partnership, trust or other legal entity), Mortgagee may, at Mortgagee's option, declare all of the sums secured by this instrument to be immediately due and payable, and Mortgagee may invoke any remedies provided for herein. This option shall not apply in the case of (i) transfer by devise or descent or by operation of law upon the death of a joint tenant or, if Mortgagor is not a natural person or persons but is a corporation, partnership, trust or other legal entity, of a shareholder, partner, beneficiary or other equity owner; (ii) sales or transfers when the transferee's creditworthiness and management ability are satisfactory to Mortgagee and the transferee has executed, prior to the sale or transfer, a written assumption agreement containing such terms as Mortgagee may require, including, if required by Mortgagee, payment of an assumption fee and/or an increase in the rate of interest payable under the note; (iii) the grant of a leasehold interest in a part of the Mortgaged Property of three years or less (or such longer lease term as Mortgagee may permit by prior written approval) not containing an option to purchase except any interest in the ground lease, if this instrument is on a leasehold; (iv) sales or transfers of beneficial interests in Mortgagor provided that such sales or transfers, together with any prior sales or transfers of beneficial interests in Mortgagor, but excluding sales or transfers under subparagraphs (i) and (ii) above, do not result in more than 30% of the beneficial interests in Mortgagor having been sold or transferred subsequent to date hereof; (v) transfers of fixtures or any personal property pursuant to part 4 hereof; and (vi) the creation of a purchase money security interest for household appliances.

14. The Mortgagor hereby assigns, transfers and conveys unto the Mortgagee, the rents, royalties, income, revenues and profits accrued and to accrue from the Mortgaged Property, or any part thereof, including rentals and royalties under oil, gas and mineral leases, if any, during the lifetime of this mortgage, it being understood that as long as there is no default in the performance or observance of any of the covenants or agreements herein contained the Mortgagor shall have the privilege of collecting and receiving all rents, royalties, income revenues and profits accruing from the Mortgaged Property or any part thereof.

15. That the Mortgaged Property (and any real property adjacent to or in the immediate vicinity of the Mortgaged Property owned by Mortgagor) has not and is not being used for the discharge, disbursal, release, dumping, storage, treatment, generation, manufacture, use or disposal of any toxic or hazardous waste, contaminating materials, pollutants, or any other substance potentially harmful to persons, property, the environment or natural resources (including, but not limited to, asbestos or asbestos containing materials)(all of same hereinafter referred to as "Prohibited Substances"), whether in compliance with all applicable federal, state and local statutes, laws, ordinances, rules and regulations (hereinafter "Applicable Laws") or otherwise, and that Mortgagor has not received notice of or other information concerning, and, after diligent search and inquiry, is not



aware of any proposed, threatened, anticipated or pending proceeding, investigation, administrative order, consent order, decree, agreement, litigation, settlement or other action by any governmental body or agency, entity or person concerning violation of or compliance with any such Applicable Laws. Mortgagor covenants and agrees to abide by all Applicable Laws pertaining to Prohibited Substances, and covenants and agrees not to allow any such prohibited Substances to be discharged, disbursed, released, dumped, stored, treated, generated, manufactured, used or disposed of (whether by Mortgagor or otherwise) in, on, under, or over the Mortgaged Property or any real property adjacent to or in the immediate vicinity of the Mortgaged Property owned by Mortgagor.

16. That this instrument is intended to be and is a security agreement pursuant to the Uniform Commercial Code for any of the items specified above as part of the Mortgaged Property which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and Mortgagor hereby grants Mortgagee a security interest in said items. Mortgagor agrees that the recording and/or filing of this instrument, or a reproduction hereof, in the public records and/or any other appropriate index (including, without limitation, the Florida Secretary of State's office) shall also constitute a financing statement for any of the items indicated above as being a part of the Mortgaged Property. Any reproduction of this instrument or of any other security agreement or financing statement shall be sufficient as a financing statement. In addition, Mortgagor agrees to execute and deliver to Mortgagee, upon Mortgagee's request, any financing statements, as well as extensions, renewals and amendments thereof, and reproductions of this instrument in such form as Mortgagee may require to perfect a security interest with respect to said items. Mortgagor shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements Mortgagee may reasonably require. Without the prior written consent of Mortgagee, Mortgagor shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said items. Upon Mortgagor's breach of any covenant or agreement of Mortgagor contained in this instrument, including the covenants to pay when due all sums secured by this instrument, Mortgagee shall have the remedies of a secured party under the Uniform Commercial Code and, at Mortgagee's option, may also invoke the remedies provided elsewhere in this instrument as to such items. In exercising any of said remedies, Mortgagee may proceed against the items of real property and any items of personal property specified above as part of the Mortgaged Property separately or together and in any order whatsoever, without in any way affecting the availability of Mortgagee's remedies under the Uniform Commercial Code or of the remedies provided elsewhere in this instrument.

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

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

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

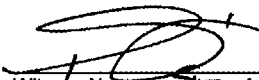
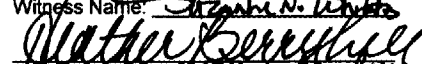
Wherever used herein the terms "Mortgagor" and "Mortgagee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations; and the term "note" includes all the notes herein described if more than one. Wherever used the singular numbers shall include the plural and the plural the singular, and the use of any gender shall include all genders.


IN WITNESS WHEREOF, We have hereunto set my/our hand(s) and seal(s) this 11th day of March, 2015.

Signed, sealed and delivered  
in the presence of:

Florida Mortgage - Page 5

Initials: C.S.  
DoubleTime

  
Witness Name: Suzanne N. Whibbs  
  
Witness Name: Heather Berryhill

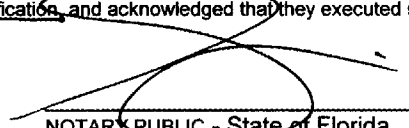
  
Clifford Sales, Jr. (Seal)

STATE OF FLORIDA

COUNTY OF ESCAMBIA

THE FOREGOING INSTRUMENT was acknowledged before me this 11th day of March, 2015 by Clifford Sales, Jr., a single man, who personally appeared before me and who is personally known to me or who has/have produced drivers license as identification, and acknowledged that they executed same for the uses and purposes therein stated.



  
NOTARY PUBLIC - State of Florida

Recorded in Public Records 4/21/2022 11:02 AM OR Book 8767 Page 1534,  
Instrument #2022040388, Pam Childers Clerk of the Circuit Court Escambia  
County, FL Recording \$35.50

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

PETITIONER  
ESCAMBIA COUNTY FLORIDA.

CASE NO: CE21095167N  
LOCATION: 11670 MOBILE HWY  
PR#: 101S325001003001

VS.

SALES, CLIFFORD JR  
11670 MOBILE HWY  
PENSACOLA, FL 32526

RESPONDENT(S)

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(s) or representative thereof, Clifford Sales  
as well as evidence submitted, and after consideration of the appropriate sections of  
the Escambia County Code of Ordinances, the Special Magistrate finds that a violation  
of the following Code of Ordinances has occurred and continues:

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

Sec. 42-196(b) Nuisance - (B) Trash and Debris

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

LDC. Ch. 4. Art. 7. Sec. 4-7.10 Recreational Vehicles (District 1-4)

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

Page 1 Of 4



THEREFORE, the Special Magistrate, being otherwise fully apprised, finds

as follows:

It is hereby **ORDERED** that the **RESPONDENT(S)** shall have until

**6/18/2022** to correct the violation(s) and to bring the violation into compliance.

Corrective action shall include:

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

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

If Respondent(s) fail to fully correct the violation(s) within the time required,

Respondent(s) will be assessed a fine of **\$25.00** per day, commencing **6/19/2022**.

This fine shall continue until the violation(s) is/are abated and the violation(s) brought into compliance, or until as otherwise provided by law. **RESPONDENT IS REQUIRED,**

immediately upon full correction of the violation(s), to contact the Escambia County

Office of Environmental Enforcement in writing to request that the office immediately

inspect the property to make an official determination of whether the violation(s)

has/have been abated and brought into compliance. If the violation(s) is/are not abated

within the specified time period, Escambia County may elect to undertake any

necessary measures to abate the violation(s). These measures could include, but are

not limited to, **DEMOLISHING NON-COMPLIANT STRUCTURES, LEGALLY DISPOSING OF ALL CONTRIBUTING CONDITIONS, AND TOWING OF DESCRIBED VEHICLE(S).**

At the request of Escambia County, the Sheriff shall enforce this order by taking

reasonable law enforcement action to remove from the premises any unauthorized person

interfering with the execution of this order or otherwise refusing to leave after warning.

The reasonable cost of such abatement will be assessed against **RESPONDENT(S)** and

Page 2 Of 4

Unique Code : BAA-CACABGBCBEEJFA-BCADD-CACCAEADIB-BBDAED-J Page 2 of 4

Unique Code : BAA-CACABGCBCEJFA-BCADD-CACCAEADII-BBDAED-J Page 3 of 4

shall constitute a lien on the property. Pursuant to Escambia County Resolution R2017-132, costs in the amount of **\$235.00** are awarded in favor of Escambia County as the prevailing party against **RESPONDENT(S)**.

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

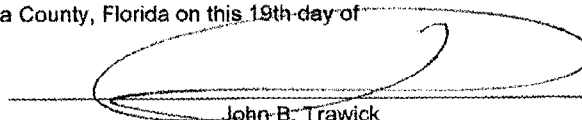
**RESPONDENT(S)** have the right to appeal the order(s) of the Special Magistrate to the Circuit Court of Escambia County. If **RESPONDENT(S)** wish(es) to appeal, **RESPONDENT(S)** must provide notice of such appeal in writing to both the Environmental Enforcement Division at 3363 West Park Place, Pensacola,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

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

Page 3 Of 4

**DONE AND ORDERED** in Escambia County, Florida on this 19th day of

April, 2022.



John B. Trawick  
Special Magistrate  
Office of Environmental Enforcement

Unique Code : BAA-CACABGBCBEEJFA-BCADD-CACCAEADI-BBDAED-J Page 4 of 4

Page 4 Of 4

Recorded in Public Records 11/2/2022 8:48 AM OR Book 8883 Page 1074,  
Instrument #2022107203, Pam Childers Clerk of the Circuit Court Escambia  
County, FL Recording \$35.50

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

PETITIONER  
ESCAMBIA COUNTY FLORIDA,

CASE NO: CE22083173N  
LOCATION: 9002 RUBYS CAMP RD  
PR#: 101S327002000000

VS.

SALES, CLIFFORD JR  
11700 MOBILE HWY  
PENSACOLA, FL 32526

RESPONDENT(S)

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(s) or representative thereof, Clifford Sales  
as well as evidence submitted, and after consideration of the appropriate sections of  
the Escambia County Code of Ordinances, the Special Magistrate finds that a violation  
of the following Code of Ordinances has occurred and continues:

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

**Sec. 42-196(b) Nuisance - (B) Trash and Debris**

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

**Sec. 42-196(d) Nuisance - (D) Overgrowth**

**Unsafe Structure - 30-203 (CC) Accessory structure unmaintained**

Page 1 Of 4



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

It is hereby **ORDERED** that the **RESPONDENT(S)** shall have until  
**12/31/2022** to correct the violation(s) and to bring the violation into compliance.

Corrective action shall include:

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

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

**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 refuse and dispose of legally and refrain from future littering**

If Respondent(s) fail to fully correct the violation(s) within the time required, Respondent(s) will be assessed a fine of **\$20.00** per day, commencing **1/1/2023**. This fine shall continue until the violation(s) is/are abated and the violation(s) brought into compliance, or until as otherwise provided by law. **RESPONDENT IS REQUIRED**, immediately upon full correction of the violation(s), to contact the Escambia County Office of Environmental Enforcement in writing to request that the office immediately inspect the property to make an official determination of whether the violation(s) has/have been abated and brought into compliance. If the violation(s) is/are not abated within the specified time period, Escambia County may elect to undertake any necessary measures to abate the violation(s). These measures could include, but are not limited to, **DEMOLISHING NON-COMPLIANT STRUCTURES, LEGALLY DISPOSING OF ALL CONTRIBUTING CONDITIONS, AND TOWING OF DESCRIBED VEHICLE(S).**

At the request of Escambia County, the Sheriff shall enforce this order by taking

Page 2 Of 4



reasonable law enforcement action to remove from the premises any unauthorized person interfering with the execution of this order or otherwise refusing to leave after warning.

The reasonable cost of such abatement will be assessed against **RESPONDENT(S)** and shall constitute a lien on the property. Pursuant to Escambia County Resolution R2017-132, costs in the amount of **\$250.00** are awarded in favor of Escambia County as the prevailing party against **RESPONDENT(S)**.

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

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

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

**DONE AND ORDERED** in Escambia County, Florida on this 1st day of November, 2022.

  
\_\_\_\_\_  
Gregory Farrar  
Special Magistrate  
Office of Environmental Enforcement

Unique Code : BAA-CACABGBCBEEJFA-BCADD-CACCCBAHCAD-BEHJHA-E Page 4 of 4

Page 4 Of 4

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



## NOTICE OF LIEN

### STATE OF FLORIDA COUNTY OF ESCAMBIA

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

BEG AT SE COR OF LT 7 N 90 DEG W 453 50/100 FT N 0 DEG E 141 75/100 FT TO NLY RW/LI OF SR 10  
(A/K/A MOBILE HWY)

Customer: SALES JR, CLIFFORD

Account Number: 51246-121055

Amount of Lien: \$266.87, together with additional unpaid utility service charges, if any, which may accrue subsequent to the date of this notice and simple interest on unpaid charges at 18 percent per annum, or at such lesser rate as may be allowed by law.

This lien is imposed in accordance with Section 159.17, Florida Statutes, Chapter 92-248, Laws of Florida, as amended and Emerald Coast Utilities Authority Resolution 87-10, as amended, and this lien shall be prior to all other liens on such lands or premises except the lien of state, county, and municipal taxes and shall be on a parity with the lien of such state, county, and municipal taxes.

Provided however, that if the above-named customer has conveyed said property by means of deed recorded in the public records of Escambia County, Florida, prior to the recording of this instrument, or if the interest of the above-named customer is foreclosed by a proceeding in which notice of lis pendens has been filed prior to the recording of this instrument, this lien shall be void and of no effect.

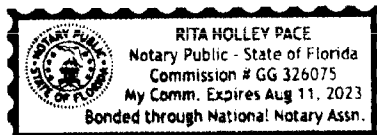
Dated: 11/29/2022

EMERALD COAST UTILITIES AUTHORITY

BY: *Deloise St Cyr*

### STATE OF FLORIDA COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 29TH day of NOVEMBER, 2022, by Deloise St Cyr of the Emerald Coast Utilities Authority, who is personally known to me and who did not take an oath.



*Rita H. Pace*  
Notary Public - State of Florida

RWK:ls  
Revised 05/31/11

**STATE OF FLORIDA  
COUNTY OF ESCAMBIA**

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

**CERTIFICATE # 04592 of 2021**

I, PAM CHILDERS, CLERK OF THE CIRCUIT COURT OF ESCAMBIA COUNTY, FLORIDA, do hereby certify that I did on August 17, 2023, mail a copy of the foregoing Notice of Application for Tax Deed, addressed to:

CLIFFORD SALES JR    GARY LAMAR SALTER  
11670 MOBILE HWY    5128 TEAKWOOD DRIVE  
PENSACOLA, FL 32526    PENSACOLA, FL 32506

CLIFFORD HORACE SALES, JR.    ESCAMBIA COUNTY / COUNTY ATTORNEY  
9002 RUBYS CAMP RD    221 PALAFOX PLACE STE 430  
PENSACOLA, FL 32526    PENSACOLA FL 32502

ESCAMBIA COUNTY OFFICE OF CODE ENFORCEMENT    ECUA  
ESCAMBIA CENTRAL OFFICE COMPLEX    9255 STURDEVANT ST  
3363 WEST PARK PLACE    PENSACOLA, FL 32514  
PENSACOLA FL 32505

WITNESS my official seal this 17th day of August 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 October 4, 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. 04592, issued the 1st day of June, A.D., 2021 has filed same in my office and has made application for a tax deed to be issued thereon. Said certificate embraces the following described property in the County of Escambia, State of Florida, to wit:

BEG AT SE COR OF LT 7 N 90 DEG W 453 50/100 FT N 0 DEG E 141 75/100 FT TO NLY R/W LI OF SR 10 (A/K/A MOBILE HWY) FOR POB CONT N 0 DEG E 536 10/100 FT N 77 DEG 28 MIN 38 SEC E 264 51/100 FT S 0 DEG W 529 99/100 FT TO NLY R/W LI OF SR 10 SD PT BEING ON CURVE CONCAVE NW RADIUS 2796 94/100 FT SWLY ALG ARC OF CURVE 266 FT (DELTA 05 DEG 26 MIN 57 SEC CHORD DIST 265 90/100 FT CHORD BEARING S 76 DEG 11 MIN 33 SEC W) TO POB OR 7313 P 863 LESS OR 4899 P 1828 SCHWEIGER

SECTION 10, TOWNSHIP 1 S, RANGE 32 W

TAX ACCOUNT NUMBER 102448300 (1023-57)

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

CLIFFORD SALES JR

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 October, which is the **4th** day of October 2023.

Dated this 14th day of August 2023.

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



PAM CHILDERS  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY, FLORIDA

By:  
Emily Hogg  
Deputy Clerk

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### Post Property:

**11670 MOBILE HWY 32526**



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

By:  
Emily Hogg  
Deputy Clerk

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### Personal Services:

**CLIFFORD SALES JR**  
11670 MOBILE HWY  
PENSACOLA, FL 32526

**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**

1023-57

**Document Number:** ECSO23CIV029675NON

**Agency Number:** 23-009030

**Court:** TAX DEED

**County:** ESCAMBIA

**Case Number:** CERT NO 04592 2021

**Attorney/Agent:**

PAM CHILDERS  
CLERK OF COURT  
TAX DEED

**Plaintiff:** RE: CLIFFORD SALES JR

**Defendant:**

**Type of Process:** NOTICE OF APPLICATION FOR TAX DEED

Received this Writ on 8/18/2023 at 8:59 AM and served same at 10:44 AM on 8/22/2023 in ESCAMBIA COUNTY, FLORIDA, by serving POST PROPERTY , the within named, to wit: , .

POSTED TO THE PROPERTY AS INSTRUCTED BY THE CLERKS OFFICE

CHIP W SIMMONS, SHERIFF  
ESCAMBIA COUNTY, FLORIDA

By: \_\_\_\_\_



J. CYPRET, CPS

Service Fee: \$40.00

Receipt No: BILL

Printed By: LCMITCHE



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### Post Property:

11670 MOBILE HWY 32526

PAM CHILDERS  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY, FLORIDA



By:  
Emily Hogg  
Deputy Clerk

ESCAMBIA COUNTY, FL  
SHERIFF'S OFFICE  
CIVIL UNIT

2023 AUG 18 AM 8:59

RECEIVED

ESCAMBIA COUNTY SHERIFF'S OFFICE  
ESCAMBIA COUNTY, FLORIDA

**NON-ENFORCEABLE RETURN OF SERVICE**

1023-57

**Document Number:** ECSO23CIV029673NON

**Agency Number:** 23-009029

**Court:** TAX DEED

**County:** ESCAMBIA

**Case Number:** CERT NO 04592 2021

**Attorney/Agent:**

PAM CHILDERS  
CLERK OF COURT  
TAX DEED

**Plaintiff:** RE: CLIFFORD SALES JR

**Defendant:**

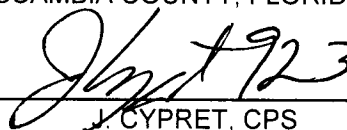
**Type of Process:** NOTICE OF APPLICATION FOR TAX DEED

Individual

Received this Writ on 8/18/2023 at 8:59 AM and served same on CLIFFORD SALES JR , at 8:31 AM on 8/25/2023 in ESCAMBIA COUNTY, FLORIDA, by delivering a true copy of this Writ together with a copy of the initial pleadings, if any, with the date and hour of service endorsed thereon by me.

CHIP W SIMMONS, SHERIFF  
ESCAMBIA COUNTY, FLORIDA

By: \_\_\_\_\_

 1023

J. CYPRET, CPS

Service Fee: \$40.00

Receipt No: BILL

Printed By: MRM

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### Personal Services:

**CLIFFORD SALES JR**  
11670 MOBILE HWY  
PENSACOLA, FL 32526

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



By:  
Emily Hogg  
Deputy Clerk

ESCAMBIA COUNTY, FL  
SHERIFF'S OFFICE  
CIVIL UNIT

2023 AUG 19 AM 11:59

RECEIVED

CLIFFORD SALES JR [1023-57]  
11670 MOBILE HWY  
PENSACOLA, FL 32526

**9171 9690 0935 0128 1045 64**

GARY LAMAR SALTER [1023-57]  
5128 TEAKWOOD DRIVE  
PENSACOLA, FL 32506

**9171 9690 0935 0128 1045 02**

CLIFFORD HORACE SALES, JR.  
[1023-57]  
9002 RUBYS CAMP RD  
PENSACOLA, FL 32526

**9171 9690 0935 0128 1045 19**

ESCAMBIA COUNTY / COUNTY  
ATTORNEY [1023-57]  
221 PALAFOX PLACE STE 430  
PENSACOLA FL 32502

**9171 9690 0935 0128 1045 26**

ESCAMBIA COUNTY OFFICE OF CODE  
ENFORCEMENT [1023-57]  
ESCAMBIA CENTRAL OFFICE COMPLEX  
3363 WEST PARK PLACE  
PENSACOLA FL 32505

**9171 9690 0935 0128 1044 96**

ECUA [1023-57]  
9255 STURDEVANT ST  
PENSACOLA, FL 32514

**9171 9690 0935 0128 1044 89**

*Contact*

CERTIFIED MAIL™

**Pam Childers**

Clerk of the Circuit Court & Comptroller

Official Records

221 Palafox Place, Suite 110

Pensacola, FL 32502



PENSACOLA FL 325

11 AUG 2023 2:23PM

quadrant

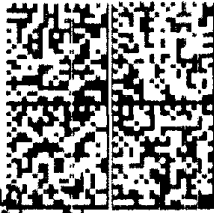
FIRST-CLASS MAIL  
IMI

\$007.18<sup>0</sup>

08/17/2023 ZIP 32502  
043M31219251

US POSTAGE

9171 9690 0935 0128 1045 64



CLIFFORD SALES JR [1023-57]

11670 MOBILE HWY

PENSACOLA, FL 32526

NIXIE

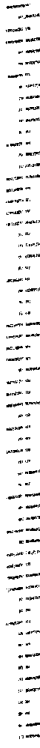
322 DE 1

0009/09/23

RETURN TO SENDER  
UNC. ATMED

UNC BC: 3250258335 \*2738-02615-17-36

325025-833577



CERTIFIED MAIL™

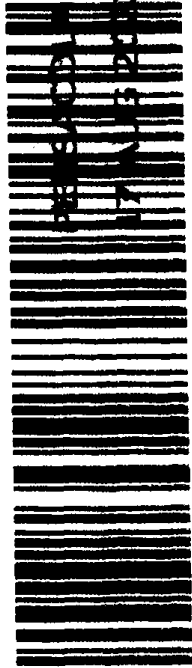
**Pam Childers**

Clerk of the Circuit Court & Comptroller

Official Records

221 Palafox Place, Suite 110

Pensacola, FL 32502



PENSACOLA FL 325

17 AUG 2023 3PM 21

quadrant

FIRST-CLASS MAIL  
IMI

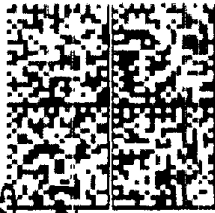
**\$007.18<sup>00</sup>**

08/17/2023 ZIP 32502

043N31219251

9171 9690 0935 0128 1045 19

US POSTAGE



2/18

CLIFFORD HORACE SALES, JR.

[1023-57]

9002 RUBYS CAMP RD

PENSACOLA, FL 32526

NIAIE

222 DE 1

9009/09/23

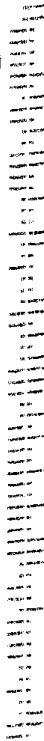
RETURN TO SENDER  
UNCLAIMED

UNC

BC: 32502583335

\*2738-02854-17-36

3025265813402



CERTIFIED MAIL™

**Pam Childers**

Clerk of the Circuit Court & Comptroller

Official Records

221 Palafox Place, Suite 110

Pensacola, FL 32502



PENSACOLA FL 325

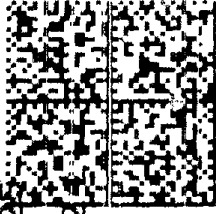
11 AUG 2023 PM 2

quadrant

FIRST-CLASS MAIL  
(IM)

\$007.18

08/17/2023 ZIP 32502  
049M31219251



9171 9690 0935 0128 1045 02

US POSTAGE

CLERK OF THE CIRCUIT COURT  
PENSACOLA COUNTY, FL

GARY LAMAR SALTER [1023-57]  
5128 TEAKWOOD DRIVE  
PENSACOLA, FL 32506

NIXIE

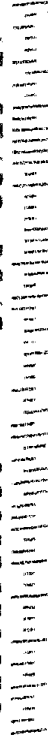
322 DE 1

0009/16/23

RETURN TO SENDER  
NO SUCH STREET  
UNABLE TO FORWARD

NSS BC: 3250258335 \*2738-02715-17-36

3250258335021



# THE SUMMATION WEEKLY

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

## NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That ASSEMBLY TAX 36 LLC holder of Tax Certificate No. 04592, issued the 1st day of June A.D., 2021 has filed same in my office and has made application for a tax deed to be issued thereon. Said certificate embraces the following described property in the County of Escambia, State of Florida, to wit:

BEG AT SE COR OF LT 7 N 90 DEG W 453 50/100 FT N 0 DEG E 141 75/100 FT TO NLY RW LI OF SR 10 (AK/A MOBILE HWY) FOR POB CONT N 0 DEG E 536 10/100 FT N 77 DEG 28 MIN 38 SEC E 264 51/100 FT S 0 DEG W 529 99/100 FT TO NLY RW LI OF SR 10 SD PT BEING ON CURVE CONCAVE NW RADIUS 2796 94/100 FT SWLY ALG ARC OF CURVE 266 FT (DELTA 05 DEG 26 MIN 57 SEC CHORD DIST 265 90/100 FT CHORD BEARING S 76 DEG 11 MIN 33 SEC W) TO POB OR 7313 P 863 LESS OR 4899 P 1828 SCHWEIGER

SECTION 10, TOWNSHIP 1 S RANGE 32 W  
TAX ACCOUNT NUMBER 102448300 (1023-57)

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

CLIFFORD SALES JR

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 October, which is the 4th day of October 2023.

Dated this 17th day of August 2023.

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

PAM CHILDERS  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY, FLORIDA

By:  
Emily Hogg  
Deputy Clerk

4WR8/30-9/20TD

Before the undersigned authority personally appeared Malcolm Ballinger who under oath says that he is the Legal Administrator and Publisher of The Summation Weekly Newspaper published at Pensacola in Escambia & Santa Rosa County, Florida; that the attached copy of the advertisement, being a notice in the matter of 2021-TD-04592 in the Escambia County Court was published in said newspaper in and was printed and released on August 30, 2023; September 6, 2023; September 13, 2023; and September 20, 2023.

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

X Malcolm Ballinger

MALCOLM BALLINGER, PUBLISHER FOR THE  
SUMMATION WEEKLY

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 20<sup>th</sup> day of September, 2023, by MALCOLM BALLINGER, who is personally known to me.

X

Brooklyn Faith Coates

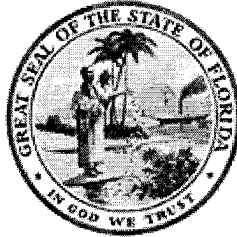
, NOTARY PUBLIC



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



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



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

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

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

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

**Cert # 004592 of 2021 Date 10/4/2023  
 Name LEE ANTHONY**

**Cash Summary**

Cash Deposit	\$2,785.00
Total Check	\$53,347.40
Grand Total	\$56,132.40

Purchase Price (high bid amount)	\$55,700.00	Total Check	\$53,347.40
+ adv recording deed	\$10.00	Adv Recording Deed	\$10.00
+ adv doc. stamps deed	\$389.90	Adv Doc. Stamps	\$389.90
+ Adv Recording For Mailing	\$18.50		
Opening Bid Amount	\$3,041.71	Postage	\$43.26
		Researcher Copies	\$0.00
- postage	\$43.26		
- Researcher Copies	\$0.00		
		Adv Recording Mail Cert	\$18.50
- Homestead Exempt	\$0.00		
		Clerk's Prep Fee	\$14.00
=Registry of Court	\$2,998.45	Registry of Court	\$2,998.45
Purchase Price (high bid)	\$55,700.00		
-Registry of Court	\$2,998.45	Overbid Amount	\$52,658.29
-advance recording (for mail certificate)	\$18.50		
-postage	\$43.26		
-Researcher Copies	\$0.00		
= Overbid Amount	\$52,658.29		

**PAM CHILDERS**  
 Clerk of the Circuit Court

By:   
 Deputy Clerk

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

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



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

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

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

**Case # 2021 TD 004592**

**Sold Date 10/4/2023**

**Name LEE ANTHONY**

RegistryOfCourtT = TAXDEED	\$2,998.45
overbidamount = TAXDEED	\$52,658.29
PostageT = TD2	\$43.26
Researcher Copies = TD6	\$0.00
prepFee = TD4	\$14.00
advdocstampsdeed = TAXDEED	\$389.90
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 004592	
5/4/2023	TD83	TAX COLLECTOR CERTIFICATION	
5/4/2023	TD84	PA INFO	
5/5/2023	RECEIPT	PAYMENT \$456.00 RECEIPT #2023034762	
5/12/2023	TD84	TAX DEED NOTICE	
8/4/2023	TD82	PROPERTY INFORMATION REPORT	
8/30/2023	TD81	CERTIFICATE OF MAILING	
9/1/2023	CheckVoided	CHECK (CHECKID 129409) VOIDED: BALLINGER PUBLISHING PO BOX 12665 PENSACOLA, FL 32591	
9/1/2023	CheckMailed	CHECK PRINTED: CHECK # 900035962 - - REGISTRY CHECK	
9/5/2023	TD84	SHERIFF'S RETURN OF SERVICE	
9/15/2023	TD84	CERT MAIL TRACKING AND RETURNED MAIL	
9/28/2023	TD84	PROOF OF PUBLICATION	
9/29/2023	CheckVoided	CHECK (CHECKID 129994) VOIDED: ESCAMBIA COUNTY SHERIFF'S OFFICE 1700 W LEONARD ST PENSACOLA, FL 32501	
9/29/2023	CheckMailed	CHECK PRINTED: CHECK # 900036054 - - REGISTRY CHECK	

**FEES**

--	--	--	--	--	--	--

EffectiveDate	FeeCode	FeeDesc	TotalFee	AmountPaid	WaivedAmount	AmountOutstanding
5/4/2023 12:40:34 PM	RECORD2	RECORD FEE FIRST PAGE	10.00	10.00	0.00	0.00
5/4/2023 12:40:35 PM	TAXDEED	TAX DEED CERTIFICATES	320.00	320.00	0.00	0.00
5/4/2023 12:40:33 PM	TD4	PREPARE ANY INSTRUMENT	7.00	7.00	0.00	0.00
5/4/2023 12:40:35 PM	TD7	ONLINE AUCTION FEE	59.00	59.00	0.00	0.00
5/4/2023 12:41:51 PM	TD10	TAX DEED APPLICATION	60.00	60.00	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 10:37:29 AM	2023034762	SALES, CLIFFORD	456.00	456.00	0.00
		Total	456.00	456.00	0.00

## REGISTRY

CashierDate	Type	TransactionID	TransactionName	Name	Amount	Status
9/29/2023 9:08:27 AM	Check (outgoing)	101830309	ESCAMBIA COUNTY SHERIFF'S OFFICE	1700 W LEONARD ST	80.00	900036054 CLEARED ON 9/29/2023
9/1/2023 10:23:11 AM	Check (outgoing)	101823050	BALLINGER PUBLISHING	PO BOX 12665	200.00	900035962 CLEARED ON 9/1/2023
5/5/2023 10:37:29 AM	Deposit	101789575	SALES, CLIFFORD		320.00	Deposit
<b>Deposited</b>			<b>Used</b>		<b>Balance</b>	
320.00			12,640.00		-12,320.00	

71045

Lee Anthony

\$55,700.00

Deposit  
\$2785.00

## Auction Results Report

\*\* Doc 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	Doc ** Stamps	Total Due	Certificate Number	Name On Title	Title Address
10/04/2023	2021 TD 00459	101S3									00 \$389.90	\$53,347.40	04592	We Are Having Fun	29 North DeVilliers
10/04/2023	2021 TD 00434	352S3									00 \$287.70	\$39,375.20	04346	Plan B Group of Fl	770 Berkley Drive
10/04/2023	2021 TD 00316	502S3									00 \$700.70	\$95,838.20	03166	Max Land Trust Inc	358 Hibiscus Ave
10/04/2023	2021 TD 00283	342S3									00 \$255.50	\$34,973.00	02838	THE KAUAI REVO	11061 Iedgement L
10/04/2023	2021 TD 00255	172S3									00 \$532.70	\$72,870.20	02554	FL Tax Deeds, LLC	111 W. Washington
10/04/2023	2021 TD 00248	172S3									00 \$252.00	\$34,494.50	02483	Phillip Smith	3201 Vinewood La

**Edit Name on Title** ✕

**Name on Title** **Custom Fields** **Style**

**Case Number:** 2021 TD 004592  
**Result Date:** 10/04/2023

**Title Information:**

Name:

Address1:

Address2:

City:

State:

Zip:

Page 1 of 1 30

View 1 - 6 of 6



# Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

Clerk of Courts • County Comptroller • Clerk of the Board of County Commissioners • Recorder •

## TAX DEED INFORMATION SHEET

Tax Certificate Number: 04592 of 2021

Date of Auction: 10/4/2023

Name and address of Grantee EXACTLY as it should appear on the tax deed:

THAO Brewer
4048 Ashland Ave
Pensacola, FL 32534

Lee Anthony  
Signature of Purchaser

10/4/2023  
Date

Lee Anthony  
Printed Name of Purchaser

Tax Cert

Property Owner

Property Address

2021 TD 004592

Clifford Sales Jr

11670 Mobile Hwy 32526

SOLD TO:

Lee Anthony \$55,700.00

Amt Available to Disburse \$

Disbursed to/for:	Amount:	Check #	Balance
Recording Fees (from TXD receipt)	\$ 418.40 ✓		\$
Clerk Registry Fee (fee due clerk tab)	\$ 807.37 ✓	Key Fee in BM as OR860	\$
Tax Collector Fee (from redeem screen)	\$ 12.50 ✓		\$
Certificate holder/taxes & app fees	\$ 2,985.95 ✓		\$
Refund High Bidder unused sheriff fees	\$ 40.00 ✓		\$
Additional taxes	\$ 0		\$ 51,850.92
Postage final notices	\$		\$
CODE ENF.	\$ 51,850.92		\$ 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 &amp; app fees

Request check for any unused sheriff fees to high bidder

Determine government lien payoffs/request checks

Print Final notices to lienholders/owners

Request check for postage fees for final notices

Record Tax Deed/Certificate of Mailing

Copy of Deed for file and to Tax Collector

Notes:

Lien Information:

✓			
✓			
✓	CODE ENF	Due \$ 41059.00	
✓	8149/1407	Paid \$ 41059.00	
✓	CODE ENF	Due \$ 15494.00	
✓	8883/1210	Paid \$ 10,191.92	
	EQUA	Due \$	
	8901/2340	Paid \$ 0 Applied	
		Due \$	
		Paid \$	
		Due \$	
		Paid \$	
		Due \$	
		Paid \$	
		Due \$	
		Paid \$	



**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:  Page:

Start Date   Court Cost

Recording Fees

Copies  Certified Abatement Costs

Fine Per Day  Date Of Payoff  

2022 CL 040423  
CE21095167N  
11670 MOBILE HWY  
ALSO 8767/1534

Notes: \_\_\_\_\_

Fine Number	Per Of Days	Accumulated	Court	Reimbursement	Recording	Preparing	Preparation	Certified	Total Due
Day	Accrued	Fine	Cost	Of Costs	Fee For	Fee For	Fee for	Abatement	
					Cancellation	Cancellation	Payoff	Costs	
							Quote		
25.00	452	\$11,300.00	\$235.00	\$100.00	\$10.00	\$7.00	\$7.00	\$30,000.00	\$41,659.00

pd. IN full

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

ESCAMBIA COUNTY, FLORIDA

vs.

SALES, CLIFFORD JR  
11670 MOBILE HWY  
PENSACOLA, FL 32526

Case No: CE21095167N  
Location: 11670 MOBILE HWY  
PR #: 101S325001003001

**Cost 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 and the Special Magistrate having found the Respondent in violation of Escambia County Code of Ordinances.

Escambia County has confirmed that the property has been brought into compliance per the Special Magistrate Order. 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 4/19/2022.

Itemized Cost		
Daily fines	\$11,300.00	\$25.00 Per Day From: <u>06/19/2022</u> To: <u>09/14/2023</u>
Fines	\$0.00	
Court Cost	\$235.00	
County Abatement Fees	\$30,000.00	
Administrative Costs	\$0.00	
Payments	\$0.00	
<b>Total: \$41,535.00</b>		

DONE AND ORDERED at Escambia County, Florida on \_\_\_\_\_ 20\_\_.

---

John B. Trawick  
Special Magistrate  
Office of Environmental Enforcement



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

PETITIONER  
ESCAMBIA COUNTY FLORIDA.

CASE NO: CE21095167N  
LOCATION: 11670 MOBILE HWY  
PR#: 101S325001003001

VS.

SALES, CLIFFORD JR  
11670 MOBILE HWY  
PENSACOLA, FL 32526

RESPONDENT(S)

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(s) or representative thereof, Clifford Sales  
as well as evidence submitted, and after consideration of the appropriate sections of  
the Escambia County Code of Ordinances, the Special Magistrate finds that a violation  
of the following Code of Ordinances has occurred and continues:

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

Sec. 42-196(b) Nuisance - (B) Trash and Debris

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

LDC. Ch. 4. Art. 7. Sec. 4-7.10 Recreational Vehicles (District 1-4)

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

Page 1 Of 4



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

It is hereby **ORDERED** that the **RESPONDENT(S)** shall have until **6/18/2022** to correct the violation(s) and to bring the violation into compliance.

Corrective action shall include:

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

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

If Respondent(s) fail to fully correct the violation(s) within the time required, Respondent(s) will be assessed a fine of **\$25.00** per day, commencing **6/19/2022**. This fine shall continue until the violation(s) is/are abated and the violation(s) brought into compliance, or until as otherwise provided by law. **RESPONDENT IS REQUIRED**, immediately upon full correction of the violation(s), to contact the Escambia County Office of Environmental Enforcement in writing to request that the office immediately inspect the property to make an official determination of whether the violation(s) has/have been abated and brought into compliance. If the violation(s) is/are not abated within the specified time period, Escambia County may elect to undertake any necessary measures to abate the violation(s). These measures could include, but are not limited to, **DEMOLISHING NON-COMPLIANT STRUCTURES, LEGALLY DISPOSING OF ALL CONTRIBUTING CONDITIONS, AND TOWING OF DESCRIBED VEHICLE(S).**

At the request of Escambia County, the Sheriff shall enforce this order by taking reasonable law enforcement action to remove from the premises any unauthorized person interfering with the execution of this order or otherwise refusing to leave after warning.

The reasonable cost of such abatement will be assessed against **RESPONDENT(S)** and

shall constitute a lien on the property. Pursuant to Escambia County Resolution R2017-132, costs in the amount of **\$235.00** are awarded in favor of Escambia County as the prevailing party against **RESPONDENT(S)**.

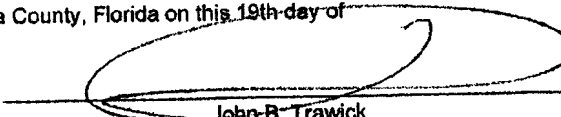
This fine shall be forwarded to the Board of County Commissioners of Escambia County. Under the authority of Sec. 162.09, Fla. Stat., as amended, and Sec. 30-35 of the Escambia County Code of Ordinances, as amended, the Board of County Commissioners will certify to the Special Magistrate all costs imposed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

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

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

DONE AND ORDERED in Escambia County, Florida on this 19th day of

April, 2022.



John B. Trawick  
Special Magistrate  
Office of Environmental Enforcement

Unique Code : BAA-CACABGBCBEEJFA-BCADD-CACCAEADII-BBDAED-J Page 4 of 4



**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:  Page:  [View Image](#)

Start Date   Court Cost

Recording Fees

Copies  Certified Abatement Costs

Fine Per Day  Date Of Payoff  

2022 CL 107254  
CE22083173N  
9002 RUBYS CAMPS RD  
ALSO 8883/1074

Notes:

[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
\$20.00	256	\$5,120.00	\$250.00	\$100.00	\$10.00	\$7.00	\$7.00	\$10,000.00	\$15,494.00

TAX DEED  
CASE

2021 TD 04592

<10,191.927

5,302.08

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

ESCAMBIA COUNTY, FLORIDA

vs.

SALES, CLIFFORD JR  
9002 RUBYS CAMP RD  
PENSACOLA, FL 32526

Case No: CE22083173N  
Location: 9002 RUBYS CAMP RD  
PR #: 101S327002000000

**Cost 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 and the Special Magistrate having found the Respondent in violation of Escambia County Code of Ordinances.

Escambia County has confirmed that the property has been brought into compliance per the Special Magistrate Order. 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 11/1/2022.

Itemized Cost		
Daily fines	\$5,120.00	\$20.00 Per Day From: <u>01/01/2023</u> To: <u>09/14/2023</u>
Fines	\$0.00	
Court Cost	\$250.00	
County Abatement Fees	\$10,000.00	
Administrative Costs	\$0.00	
Payments	\$0.00	
<b>Total:</b>	<b>\$15,370.00</b>	

DONE AND ORDERED at Escambia County, Florida on \_\_\_\_\_20\_\_.

---

Gregory Farrar  
Special Magistrate  
Office of Environmental Enforcement

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

PETITIONER  
ESCAMBIA COUNTY FLORIDA,

CASE NO: CE22083173N  
LOCATION: 9002 RUBYS CAMP RD  
PR#: 101S327002000000

VS.

SALES, CLIFFORD JR  
11700 MOBILE HWY  
PENSACOLA, FL 32526

RESPONDENT(S)

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(s) or representative thereof, Clifford Sales  
as well as evidence submitted, and after consideration of the appropriate sections of  
the Escambia County Code of Ordinances, the Special Magistrate finds that a violation  
of the following Code of Ordinances has occurred and continues:

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

Sec. 42-196(b) Nuisance - (B) Trash and Debris

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

Sec. 42-196(d) Nuisance - (D) Overgrowth

Unsafe Structure - 30-203 (CC) Accessory structure unmaintained

Page 1 Of 4



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

It is hereby **ORDERED** that the **RESPONDENT(S)** shall have until  
**12/31/2022** to correct the violation(s) and to bring the violation into compliance.

Corrective action shall include:

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

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

**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 refuse and dispose of legally and refrain from future littering**

If Respondent(s) fail to fully correct the violation(s) within the time required,  
Respondent(s) will be assessed a fine of **\$20.00** per day, commencing **1/1/2023**.  
This fine shall continue until the violation(s) is/are abated and the violation(s) brought  
into compliance, or until as otherwise provided by law. **RESPONDENT IS REQUIRED,**  
immediately upon full correction of the violation(s), to contact the Escambia County  
Office of Environmental Enforcement in writing to request that the office immediately  
inspect the property to make an official determination of whether the violation(s)  
has/have been abated and brought into compliance. If the violation(s) is/are not abated  
within the specified time period, Escambia County may elect to undertake any  
necessary measures to abate the violation(s). These measures could include, but are  
not limited to, **DEMOLISHING NON-COMPLIANT STRUCTURES, LEGALLY DISPOSING  
OF ALL CONTRIBUTING CONDITIONS, AND TOWING OF DESCRIBED VEHICLE(S).**

At the request of Escambia County, the Sheriff shall enforce this order by taking



reasonable law enforcement action to remove from the premises any unauthorized person interfering with the execution of this order or otherwise refusing to leave after warning.

The reasonable cost of such abatement will be assessed against **RESPONDENT(S)** and shall constitute a lien on the property. Pursuant to Escambia County Resolution R2017-132, costs in the amount of **\$250.00** are awarded in favor of Escambia County as the prevailing party against **RESPONDENT(S)**.

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

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

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

**DONE AND ORDERED** in Escambia County, Florida on this 1st day of November, 2022.

  
\_\_\_\_\_  
Gregory Farrar  
Special Magistrate  
Office of Environmental Enforcement

Unique Code : BAA-CACABGBCBEEJFA-BCADD-CACCBACAD-BEHJHA-E Page 4 of 4

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

*Applied  
not enough  
surplus*



## NOTICE OF LIEN

### STATE OF FLORIDA COUNTY OF ESCAMBIA

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

BEG AT SE COR OF LT 7 N 90 DEG W 453 50/100 FT N 0 DEG E 141 75/100 FT TO NLY RW LI OF SR 10  
(A/K/A MOBILE HWY

Customer: SALES JR. CLIFFORD

Account Number: 51246-121055

Amount of Lien: \$266.87, together with additional unpaid utility service charges, if any, which may accrue subsequent to the date of this notice and simple interest on unpaid charges at 18 percent per annum, or at such lesser rate as may be allowed by law.

This lien is imposed in accordance with Section 159.17, Florida Statutes, Chapter 92-248, Laws of Florida, as amended and Emerald Coast Utilities Authority Resolution 87-10, as amended, and this lien shall be prior to all other liens on such lands or premises except the lien of state, county, and municipal taxes and shall be on a parity with the lien of such state, county, and municipal taxes.

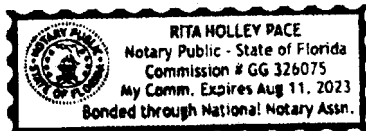
Provided however, that if the above-named customer has conveyed said property by means of deed recorded in the public records of Escambia County, Florida, prior to the recording of this instrument, or if the interest of the above-named customer is foreclosed by a proceeding in which notice of lis pendens has been filed prior to the recording of this instrument, this lien shall be void and of no effect.

Dated: 11/29/2022

EMERALD COAST UTILITIES AUTHORITY  
BY: Deloise St Cyr

### STATE OF FLORIDA COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 29TH day of NOVEMBER, 2022, by Deloise St Cyr of the Emerald Coast Utilities Authority, who is personally known to me and who did not take an oath.



Rita H. Pace  
Notary Public - State of Florida

RWK:ls  
Revised 05/31/11

Pam Childers  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY FLORIDA  
INST# 2023084448 10/18/2023 4:37 PM  
OFF REC BK: 9056 PG: 1836 Doc Type: ROL

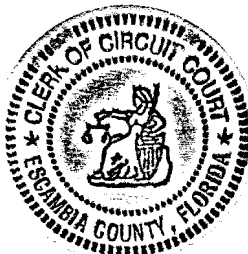
**STATE OF FLORIDA  
COUNTY OF ESCAMBIA**

**CANCELLATION OF LIEN**

Case No. CE21095167N

The Code Enforcement Special Master Order dated 4/19/2022, created pursuant to Section 30-35 of Escambia County Code of Ordinances and recorded as a lien on 4/21/2022 against Clifford Sales Jr, whose address is 11670 Mobile Hwy, Pensacola FL 32526, is hereby satisfied by payment in full to Pam Childers, Clerk of the Circuit Court, Escambia County, FL, on this 18<sup>th</sup> day of October, 2023.

Official Records Book 8767 Page 1667, Official Records Book 8767 Page 1534, Official Records Book 9056 Page 1602 and Official Records Book 9056 Page 1622



**STATE OF FLORIDA  
COUNTY OF ESCAMBIA**

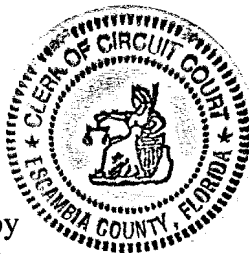
PAM CHILDERS  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY, FLORIDA

By: 

Deputy Clerk

Before the undersigned deputy clerk, personally appeared Mylinda Johnson, personally known to me and known to me to be the individual described by said name who executed the foregoing cancellation as Deputy Clerk to Pam Childers, Clerk of the Circuit Court, and acknowledged before me that she executed the same for the uses and purposes therein set forth.

Given under my hand and official seal this 18<sup>th</sup> day of October, 2023.



Prepared by  
Pam Childers  
Clerk of the Circuit Court

PAM CHILDERS  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY, FLORIDA

By: 

Deputy Clerk

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

ESCAMBIA COUNTY, FLORIDA

vs.

SALES, CLIFFORD JR  
11670 MOBILE HWY  
PENSACOLA, FL 32526

Case No: CE21095167N  
Location: 11670 MOBILE HWY  
PR #: 101S325001003001

Pam Childers  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY FLORIDA  
INST# 2023084383 10/18/2023 3:48 PM  
OFF REC BK: 9056 PG: 1622 Doc Type: CCO  
Recording \$10.00

Cost 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 and the Special Magistrate having found the Respondent in violation of Escambia County Code of Ordinances.

Escambia County has confirmed that the property has been brought into compliance per the Special Magistrate Order. 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 4/19/2022.

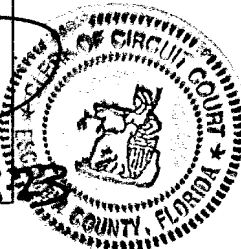
Itemized Cost	
Daily fines	\$11,300.00    \$25.00 Per Day From: <u>06/19/2022</u> To: <u>09/14/2023</u>
Fines	\$0.00
Court Cost	\$235.00
County Abatement Fees	\$30,000.00
Administrative Costs	\$0.00
Payments	\$0.00
<b>Total:</b>	<b>\$41,535.00</b>

DONE AND ORDERED at Escambia County, Florida on October 18 2023

John Trawick  
John B. Trawick  
Special Magistrate  
Office of Environmental Enforcement

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

BY: [Signature]  
DATE: 10-18-23



# Escambia County Receipt of Transaction

Receipt # 2023077441

Cashiered by: mkj

Pam Childers  
Clerk of Court  
Escambia County, Florida

## Received From

ESCAMBIA CLERK OF COURT  
TAX DEED CASE 21TD04592

→ NEED SIGNED COST ORDER

## On Behalf Of:

On: 10/17/23 4:17 pm  
Transaction # 101836711

CaseNumber 2022 CL 040423

Fee Description	Fee	Prior Paid	Waived	Due	Paid	Balance
(ORCEL) CODE ENFORCEMENT LIENS	41635.00	0.00	0.00	41635.00	41635.00	0.00
(OR861) PREPARE PAYOFF STATEMENT	7.00	0.00	0.00	7.00	7.00	0.00
(ORSOL) PREPARE & RECORD SATISFACTION	17.00	0.00	0.00	17.00	17.00	0.00
Total:	41659.00	0.00	0.00	41659.00	41659.00	0.00

Grand Total: 41659.00 0.00 0.00 41659.00 41659.00 0.00

## PAYMENTS

Payment Type	Reference	Amount	Refund	Overage	Change	Net Amount
CHECK	900036132	41659.00	0.00	0.00	0.00	41659.00
CHKNAME: ESCAMBIA CLERK OF COURT						
Payments Total:		41659.00	0.00	0.00	0.00	41659.00

**STATE OF FLORIDA  
COUNTY OF ESCAMBIA**

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

**CERTIFICATE # 04592 of 2021**

I, PAM CHILDERS, CLERK OF THE CIRCUIT COURT OF ESCAMBIA COUNTY, FLORIDA, do hereby certify that I did on August 17, 2023, mail a copy of the foregoing Notice of Application for Tax Deed, addressed to:

CLIFFORD SALES JR    GARY LAMAR SALTER  
11670 MOBILE HWY    5128 TEAKWOOD DRIVE  
PENSACOLA, FL 32526    PENSACOLA, FL 32506

CLIFFORD HORACE SALES, JR.    ESCAMBIA COUNTY / COUNTY ATTORNEY  
9002 RUBYS CAMP RD    221 PALAFOX PLACE STE 430  
PENSACOLA, FL 32526    PENSACOLA FL 32502

ESCAMBIA COUNTY OFFICE OF CODE ENFORCEMENT    ECUA  
ESCAMBIA CENTRAL OFFICE COMPLEX    9255 STURDEVANT ST  
3363 WEST PARK PLACE    PENSACOLA, FL 32514  
PENSACOLA FL 32505

WITNESS my official seal this 17th day of August 2023.



PAM CHILDERS  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY, FLORIDA

By:  
Emily Hogg  
Deputy Clerk

# THE SUMMATION WEEKLY

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

## NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That ASSEMBLY TAX 36 LLC holder of Tax Certificate No. 04592, issued the 1st day of June A.D., 2021 has filed same in my office and has made application for a tax deed to be issued thereon. Said certificate embraces the following described property in the County of Escambia, State of Florida, to wit:

BEG AT SE COR OF LT 7 N 90 DEG W 453 50/100 FT N 0 DEG E 141 75/100 FT TO NLY RAW LI OF SR 10 (AKA MOBILE HWY) FOR POB CONT N 0 DEG E 536 10/100 FT N 77 DEG 28 MIN 38 SEC E 264 51/100 FT S 0 DEG W 529 99/100 FT TO NLY RAW LI OF SR 10 SD PT BEING ON CURVE CONCAVE NW RADIUS 2796 94/100 FT SWLY ALG ARC OF CURVE 266 FT (DELTA 05 DEG 26 MIN 57 SEC CHORD DIST 265 90/100 FT CHORD BEARING S 76 DEG 11 MIN 33 SEC W) TO POB OR 7313 P 863 LESS OR 4899 P 1828 SCHWEIGER

SECTION 10, TOWNSHIP 1 S, RANGE 32 W  
TAX ACCOUNT NUMBER 102448300 (1023-57)

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

CLIFFORD SALES JR

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 October, which is the 4th day of October 2023.

Dated this 17th day of August 2023.

In accordance with the AMERICANS WITH DISABILITIES ACT if you are a person with a disability who needs special accommodation in order to participate in this proceeding you are entitled to the provision of certain assistance. Please contact Emily Hogg not later than seven days prior to the proceeding at Escambia County Government Complex, 221 Palatka 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

4WR8/30-9/20TD

Before the undersigned authority personally appeared Malcolm Ballinger who under oath says that he is the Legal Administrator and Publisher of The Summation Weekly Newspaper published at Pensacola in Escambia & Santa Rosa County, Florida; that the attached copy of the advertisement, being a notice in the matter of 2021-TD-04592 in the Escambia County Court was published in said newspaper in and was printed and released on August 30, 2023; September 6, 2023; September 13, 2023; and September 20, 2023.

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

X Ballinger

MALCOLM BALLINGER, PUBLISHER FOR THE  
SUMMATION WEEKLY

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 20<sup>th</sup> day of September, 2023, by MALCOLM BALLINGER, who is personally known to me.

X

Brooklyn Faith Coates

, NOTARY PUBLIC



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



Pam Childers  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY FLORIDA  
INST# 2023083673 10/17/2023 8:30 AM  
OFF REC BK: 9055 PG: 1196 Doc Type: TXD  
Recording \$10.00 Deed Stamps \$389.90

Tax deed file number 1023-57

Parcel ID number 101S325001003001

## TAX DEED

Escambia County, Florida

for official use only

Tax Certificate numbered 04592 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 4th day of October 2023, the land was offered for sale. It was sold to **THAO BREWER**, 4048 ASHLAND AVE PENSACOLA FL 32534, 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.

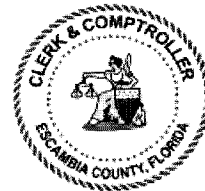
Description of lands: BEG AT SE COR OF LT 7 N 90 DEG W 453 50/100 FT N 0 DEG E 141 75/100 FT TO NLY R/W LI OF SR 10 (A/K/A MOBILE HWY) FOR POB CONT N 0 DEG E 536 10/100 FT N 77 DEG 28 MIN 38 SEC E 264 51/100 FT S 0 DEG W 529 99/100 FT TO NLY R/W LI OF SR 10 SD PT BEING ON CURVE CONCAVE NW RADIUS 2796 94/100 FT SWLY ALG ARC OF CURVE 266 FT (DELTA 05 DEG 26 MIN 57 SEC CHORD DIST 265 90/100 FT CHORD BEARING S 76 DEG 11 MIN 33 SEC W) TO POB OR 7313 P 863 LESS OR 4899 P 1828 SCHWEIGER SECTION 10, TOWNSHIP 1 S, RANGE 32 W

\*\* Property previously assessed to: CLIFFORD SALES JR

On 4th day of October 2023, in Escambia County, Florida, for the sum of ( \$55,700.00) FIFTY FIVE THOUSAND SEVEN HUNDRED AND 00/100 Dollars, the amount paid as required by law.

witness My Linda Johnson  
witness Emily Hogg

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



On this 4th day of October, 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