APPLICATION FOR TAX DEED

Section 197.502, Florida Statutes

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	
	<u>04-17-2023</u>
	Application Date
Applicant's signature	

Par	rt 5: Clerk of Court Certified Amounts (Lines 8-14)	
8.		
9.		
10.	Clerk of Court advertising, notice for newspaper, and electronic auction fees	
11.	Recording fee for certificate of notice	
12.		
13.		
14.	Total Paid (Lines 8-13)	
15.	Plus one-half of the assessed value of homestead property, if applicable under s. 197.502(6)(c), F.S.	
16.	. Statutory opening bid (total of Lines 7, 14, 15, and 16 if applicable)	
Sign	n here: Date of sale 10/04/2023 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

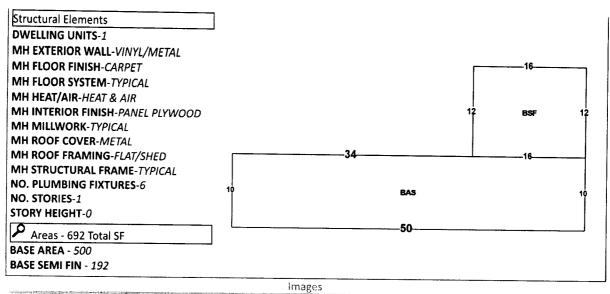
Sections 197.502 and 197.542, Florida Statutes

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

1023.57

								<i>7.</i>	
Part 1: Tax Deed	Appl	lication inform	nation						
Applicant Name Applicant Address	ASSEMBLY TAX 36, LLC ASSEMBLY TAX 36 LLC FBO SEC PTY					Application date		Apr 17, 2023	
Property description	SALES CLIFFORD JR 11670 MOBILE HWY					Certificate #		2021 / 4592	
	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.)			Date certificate issued		06/01/2021			
Part 2: Certificat	es O	wned by App	icant an	d Filed w	ith Tax Deed	Appli	cation		
Column 1 Certificate Number		Column Date of Certific	2	C	olumn 3 ount of Certificate	Column 4 interest		Column 5: Total (Column 3 + Column 4)	
# 2021/4592		06/01/20)21		617.64		30.88	648.52	
# 2022/4980		06/01/20)22		629.82	31.49		661.3	
		l					→Part 2: Total*	1,309.83	
Part 3: Other Ce	rtifics	ates Redeeme	ed by An	plicant (C	Other than Co	untv)			
Column 1 Certificate Number		Column 2 Date of Other sertificate Sale	Col Face A	umn 3 Amount of Certificate	nn 3 Column 4		Column 5 Interest	Total (Column 3 + Column 4 + Column 5)	
#/									
					· · · · · · · · · · · · · · · · · · ·		Part 3: Total*	0.0	
Part 4: Tax Coll	ector	Certified Am	ounts (L	ines 1-7)	-				
Cost of all cer					er certificates re	deeme	d by applicant of Parts 2 + 3 above	1,309.8	
2 Delinguent ta	vec na	aid by the applica	ent					0.0	
2. Delinquent taxes paid by the applicant						598.5			
3. Current taxes paid by the applicant						200.0			
Property information report fee Tax deed application fee						175.0			
				T40 F 0 /	T C-ll-et	l	nuctions page 2)	0.0	
6. Interest accru	ed by	tax collector un	der s.197.	542, F.S. (see lax Collect		uctions, page 2)		
7.						10	tal Paid (Lines 1-6)	2,203.4	
I certify the above have been paid, ar	inform	ation is true and t the property in	I the tax c	ertificates, statement i	interest, proper is attached.	ty infor	mation report fee, a	nd tax collector's fees	
	7	\ <u></u>					Escambia, Flori	da	
Sign here:	_				_	[Date May 1st, 2		
	nature,	Tax Collector or Des	ignee		-		Jake <u>May 191, 2</u> 1		

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



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)

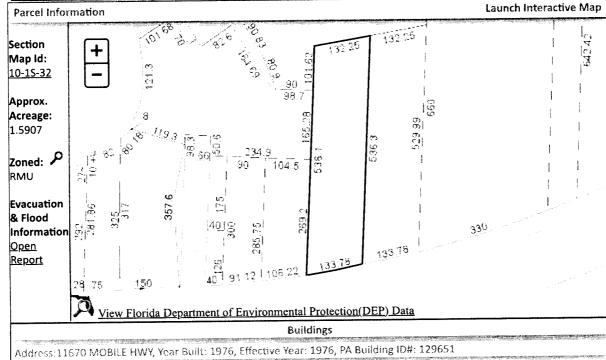
Real Estate Search

Tangible Property Search

Sale List

Printer Friendly Version

General Inform	ation		-		Assessn	nents			
Parcel ID:	1015325	0010030	01	Marian and American construction of the second	Year	Land	Imprv	Total	<u>Cap Val</u>
Account:	1024483	300			2022	\$31,600	\$3,274	\$34,874	\$33,471
Owners:	SALES CI	_IFFORD J	R		2021	\$27,769	\$2,660	\$30,429	\$30,429
Mail:		10BILE HV OLA, FL 32		·	2020	\$27,769	\$2,352	\$30,121	\$30,121
Situs:		10BILE HV		526	Parameter 1		Disclaime	er	
Use Code: MOBILE HOME 🔑					Tax Estimator				
Taxing Authority:	COUNTY	′ MSTU							Orlina
Tax Inquiry: Open Tax Inquiry Window					File for New Homestead Exemption Online				
Tax Inquiry link Escambia Cour			nsford	:					
Sales Data					2022 C	ertified Roll [xemptions	, n	
Sale Date	Book Page		Туре	Official Records (New Window)	None	a service of constant of const	y y y		
03/11/2015	7313 863	\$45,000	QC	Ì D		escription			م
04/15/2010	6580 1746	\$100	от	D)			T 7 N 90 DEG V T TO NLY R/W		
06/2002	4919 1983	\$20,000	WD	<u>[</u>]	II	E HWY)		·	
02/2002	4856 1350	\$30,000	WD	Ľ,					
Official Record					Extra F	eatures			
i Escambia Cour	nty Clerk of	the Circui	t Cour	t and	None	amonthishman zv			



Pam Childers CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY FLORIDA INST# 2023036323 5/8/2023 12:20 PM OFF REC BK: 8973 PG: 1327 Doc Type: TDN

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

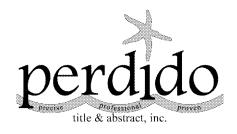
Unless said certificate shall be redeemed according to law, the property described therein will be sold to the highest bidder at public auction at 9:00 A.M. on the first Wednesday in the month of October, which is the 4th day of October 2023.

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.

COUNT

PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA



PROPERTY INFORMATION REPORT

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

THE ATTACHED REPORT IS ISSUED TO:

SCOTT LUNSFO	RD, ESCAMBIA COUNTY TAX	COLLECTOR		
TAX ACCOUNT	#: <u>10-2448-300</u>	CERTIFICATE #: _	2021-4	1592
REPORT IS LIMI	NOT TITLE INSURANCE. THI FED TO THE PERSON(S) EXPI REPORT AS THE RECIPIENT(S	RESSLY IDENTIFIED E	BY NAME IN TH	HE PROPERTY
listing of the owne tax information and encumbrances reco title to said land as	rt prepared in accordance with the r(s) of record of the land described a listing and copies of all open orded in the Official Record Book listed on page 2 herein. It is the ed. If a copy of any document listely.	d herein together with cur or unsatisfied leases, mor s of Escambia County, F responsibility of the part	rrent and delinqu tgages, judgment lorida that appear y named above to	nent ad valorem as and ar to encumber the a verify receipt of
and mineral or any encroachments, ov	oject to: Current year taxes; taxe subsurface rights of any kind or serlaps, boundary line disputes, and ion of the premises.	nature; easements, restric	tions and covena	nts of record;
	ot insure or guarantee the validitynsurance policy, an opinion of titl			
Use of the term "R	eport" herein refers to the Proper	ty Information Report an	d the documents	attached hereto.
Period Searched:	July 20, 2003 to and include	ling July 20, 2023	_ Abstractor: _	Cody Campbe
DV				

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 abovereferenced tax sale certificate is being submitted as proper notification of tax deed sale. YES NO Notify City of Pensacola, P.O. Box 12910, 32521 Notify Escambia County, 190 Governmental Center, 32502 Homestead for 2022 tax year. CLIFFORD SALES, JR. CLIFFORD SALES, JR. A/K/A CLIFFORD HORACE SALES, JR. 9002 RUBYS CAMP RD 11670 MOBILE HWY PENSACOLA, FL 32526 PENSACOLA, FL 32526 **GARY LAMAR SALTER 5128 TEAKWOOD DRIVE** PENSACOLA, FL 32506 ESCAMBIA COUNTY CODE ENFORCEMENT **EMERALD COAST UTITLITIES AUTHORITY** 3363 W PARK PL 9255 STURDEVANT STREET PENSACOLA, FL 32505 PENSACOLA, FL 32514-0311

Certified and delivered to Escambia County Tax Collector, this 26th 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)

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

Recorded in Public Records 03/12/2015 at 01:02 PM OR Book 7313 Page 863, Instrument #2015019249, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording \$18.50 Deed Stamps \$315.00

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, Escambla 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.

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:

^{* &}quot;Grantor" and "Grantee" are used for singular or plural, as context requires.

Witness Name: Strange New York S Witness Name: France New York N

Gary Lamps 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 [X] has produced a driver's license as identification.

[Notary Seal]



Notary Public-State of Florida

Printed Name: Suzanne N. whites

My Commission Expires:

Recorded in Public Records 03/12/2015 at 01:02 PM OR Book 7313 Page 865, Instrument #2015019250, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording \$52.50 MTG Stamps \$113.05 Int. Tax \$64.45

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

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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.

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.

At the time of this transaction, the subject property does not consitute 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: 0.5.

DoubleTimee

BK: 7313 PG: 866

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 Mortgagoe 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:

- 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

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Initials: C. 5

3K: 7313 PG: 867

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.

- 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 appraisement and collect, and apply to the reduction of said indebtedness, and claim for loss arising under any insurance policy covering said premises; and to that end the Mortgagee is irrevocably appointed the attorney in fact of the Mortgagor to execute and deliver such receipts, releases and other writings as shall be requisite to accomplish such adjustments, compromise, arbitration, appraisement and collection. Unless Mortgagee and Mortgagor otherwise agree in writing, any application of insurance proceeds to principal shall not extend or postpone the due 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.

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Initials: <u>C.5.</u>

BK: 7313 PG: 868

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.
- 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

Florida Mortgage - Page 4

Initials: C.S.

BK: 7313 PG: 869

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.

- 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.
- 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 Morigage - Page 5

Initials: C.S.

K: 7313 PG: 870 Last Page

Witness Name: Strank N. Whites
Witness Name: Kerliner Bungin

Clifford # Talls 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/are 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.

SUZANNE N. WHIBBS
Commission # FF 041205
Expires November 6, 2017
Build the Tay Fish Instance 853-365-7019

NOTAR PUBLIC - State of Florida

Florida Mortgage - Page 6

Initials: DoubleTimes

Recorded in Public Records 4/21/2022 11:54 AM OR Book 8767 Page 1667, Instrument #2022040423, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording \$35.50

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 1013325001003001

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 tto cer Enforcement Officer and the Respondent(s) or representative thereof, 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

Doc: 8767-1667 REC ALL

MBFACLERK COM/E-CERTIFY TO VALIDATE THIS DOCUMENT

BK: 8767 PG: 1668 BK: 8767 PG: 1535

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

Order: QuickView_Gtr Gte Doc: 8767-1667 REC ALL

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.

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Order: QuickView_Gtr Gte Doc: 8767-1667 REC ALL

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

Page 4 Of 4

Order: QuickView_Gtr Gte Doc: 8767-1667 REC ALL

Recorded in Public Records 11/2/2022 9:24 AM OR Book 8883 Page 1210, Instrument #2022107254, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording \$35.50

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 S35.50

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

PETITIONER

CASE NO:

CE22083173N

ESCAMBIA COUNTY FLORIDA,

LOCATION: PR#: 9002 RUBYS CAMP RD 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,

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

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. Fallure to timely file a Written Notice of Appeal will constitute a waiver of the right to appeal this order.

Page 3 Of 4

BK: 8883 PG: 1213 Last Page BK: 8883 PG: 1077 Last Page

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

Page 4 Of 4

Recorded in Public Records 12/8/2022 9:42 AM OR Book 8901 Page 236, Instrument #2022117372, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording \$10.00

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

NOTICE OF LIEN



STATE OF FLORIDA COUNTY OF ESCAMBIA

Account Number: 51246-121055

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

BEG AT 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

Customer: SALES JR, CLIFFORD

Amount of Lien: \$266.87 , together wany, which may accrue subsequent to the date charges at 18 percent per annum, or at such less	e of this notice and simple interest on unpaid
This lien is imposed in accordance with Section 1 of Florida, as amended and Emerald Coast Utilitie this lien shall be prior to all other liens on succounty, and municipal taxes and shall be on a municipal taxes.	es Authority Resolution 87-10, as amended, and the lands or premises except the lien of state,
Provided however, that if the above-named cust deed recorded in the public records of Escambia instrument, or if the interest of the above-name which notice of lis pendens has been filed prior to be void and of no effect.	n County, Florida, prior to the recording of this ned customer is foreclosed by a proceeding in
Dated: 11/29/2022	
	BY: Lelceis Stathority
STATE OF FLORIDA COUNTY OF ESCAMBIA The foregoing instrument was acknowled NOVEMBER , 20 ²² , by Deloise Sto	cyr of the Emerald
Coast Utilities Authority, who is personally known	to me and who did not take an oath.
RITA HOLLEY PACE Notary Public - State of Florida Commission # GG 326075 My Comm. Expires Aug 11, 2023 Bonded through National Notary Assn.	Notary Public - State of Florida RWK is Revised 05/31/11

Order: QuickView_Gtr Gte Doc: 8901-236 REC ALL

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 32505

PENSACOLA, FL 32514

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

PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

By:

THERE ARE UNPAID TAXES ON PROPERTY WHICH YOU OWN OR IN WHICH YOU HAVE A LEGAL INTEREST. THE PROPERTY WILL BE SOLD AT PUBLIC AUCTION ON 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.

COUNTRIBE

PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

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Dated this 14th day of August 2023.

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Post Property:

11670 MOBILE HWY 32526

COUNTY ROAD

PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

THERE ARE UNPAID TAXES ON PROPERTY WHICH YOU OWN OR IN WHICH YOU HAVE A LEGAL INTEREST. THE PROPERTY WILL BE SOLD AT PUBLIC AUCTION ON 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.

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Dated this 14th day of August 2023.

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Personal Services:

CLIFFORD SALES JR 11670 MOBILE HWY PENSACOLA, FL 32526

COMP TA OUR TO O

PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

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:

Service Fee:

\$40.00

Receipt No:

BILL

Printed By: LCMITCHE

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

WARNING

THERE ARE UNPAID TAXES ON PROPERTY WHICH YOU OWN OR IN WHICH YOU HAVE A

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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.

Post Property:

11670 MOBILE HWY 32526



PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

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:

S40.00

Service Fee: Receipt No:

BILL

THERE ARE UNPAID TAXES ON PROPERTY WHICH YOU OWN OR IN WHICH YOU HAVE A LEGAL INTEREST. THE PROPERTY WILL BE SOLD AT PUBLIC AUCTION ON 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.

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CLIFFORD SALES JR

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

Personal Services:

CLIFFORD SALES JR 11670 MOBILE HWY PENSACOLA, FL 32526

COMPTRO

PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

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



9171 9690 0935 0128 1045 64 CLIFFORD SALES JR [1023-57] Clerk of the Circuit Court & Comptroller 221 Palafox Place, Suite 110 Pensacola, FL 32502 Pam Childers Official Records

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PENSACOLA, FL 32526 11670 MOBILE HWY

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

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CLIFFORD HORACE SALES, JR.

9002 RUBYS CAMP RD PENSACOLA, FL 32526

[1023-57]

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8C: 32502783335

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GARY LAMAR SALTER [1023-57] \$128 TEAKWOOD DRIVE

PENSACOLA, FL 32506

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:

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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.

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 20th day of September, 2023, by MALCOLM BALLINGER, who is personally known to me.

X

, NOTARY PUBLIC

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

PAM CHILDERS

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



COUNTY OF ESCAMBIA OFFICE OF THE CLERK OF THE CIRCUIT COURT

BRANCH OFFICES ARCHIVES AND RECORDS JUVENILE DIVISION CENTURY

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

PAM CHILDERS, CLERK OF THE CIRCUIT COURT 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

I TOTAL C	L ANTIONI	10 miles (10 mil
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	
	polyconia de la companya de la comp	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 Eirspit Court

Deputy Clerk

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

PAM CHILDERS

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



COUNTY OF ESCAMBIA OFFICE OF THE CLERK OF THE CIRCUIT COURT

BRANCH OFFICES ARCHIVES AND RECORDS JUVENILE DIVISION CENTURY

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

Case # 2021 TD 004592 Sold Date 10/4/2023 Name LEE ANTHONY

Name E	LE ARTHORI
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 A		Amount	Status
9/29/2023 9:08:27 AM	Check (outgoing)	101830309	ESCAMBIA COUNTY SHERIFF'S 1700 W OFFICE 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
Deposited		Used		Balance		
	320.00	0.00 12,640.00 -12,320.00		320.00		

71045

Lee Anthony

View 1 - 6 of 6

\$55,700.00

Doposit \$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. D 4 Certificate Name On Title Title Address Bidder Case (D Sale Date \$53,347.40 04592 We Are Having Fur 29 North DeVilliers 00 5389.90 10/04/2023 2021 TD 00459 101S3 04346 Plan B Group of Fi 770 Berkley Drive .00 \$287.70 \$39,375,20 Name on Title Custom Fields 10/04/2023 2021 TD 00434 352S3 Max Land Trust Inc 358 Hibiscus Ave .00 \$700.70 \$95.838.20 03166 10/04/2023 2021 TD 00316 502S3 Case Number: 2021 TD 004592 \$34,973.00 02838 THE KAUAI REVO 11061 ledgement L [] 10/04/2023 2021 TD 00283 34253 Result Date: 10/04/2023 \$72,870.20 02554 FL Tax Deeds, LLC 111 W. Washingtor 10/04/2023 2021 TD 00255 172\$3 02483 Phillip Smith 3201 Vinewood La 10/04/2023 2021 TD 90248 17253 Title Information: We Are Having Fun LLC Name Address1: 29 North DeVilliers St. Address2 pensacola City: FL 🕶 State 32502 Cancel Update

Page 1 of 1 ... 11 30 V

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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 Ashiand Ave Pensacola, FL 32534
Signature of Purchaser Lee Anthony Printed Name of Purchaser

Tax Cert	2021	$\overline{}$	ANU 592	
	Clibal	Y	004592 Sales Jr	***************************************
Property Owner	CITIONO	ے	Sales ur	
	11/45 11 1		1 11 2000	
Property Address	11670 Md	<u>0,</u>	le Hwy 32526)
			J	
SOLD TO:	. 20			
1 100 Nollows \$55	0.700,00			
Lee Anthony \$55	,		Amt Available to Disbur	se \$
			7 Will 7 Wallable to Blobal	- Company de Company
Disbursed to/for:	Amount:		Check #	Balance
Recording Fees (from TXD receipt)	\$ 418,401,			\$
Clerk Registry Fee (fee due clerk tab)	\$ 807.37 1/		Key Fee in BM as OR860	\$
Tax Collector Fee (from redeem screen)	\$ 12.50 \$ /			\$
Certificate holder/taxes & app fees	\$ 2,985,951			\$
Refund High Bidder unused sheriff fees	\$ 40.00 /			\$
Additional taxes	\$ Ø			\$51,850,92
Postage final notices	\$			\$
CODE TON.	\$ 51,850,93			\$ \(\infty
O	\$			\$
	\$			\$
	\$			\$
	\$			\$
	\$			\$
	\$			\$
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	\$			\$
BALANCE IN TAX DEEDS SHOULD MAT	CH BALANCE IN BENC	HM	IARK!!!!!!!!!!!!	
Post sale process:		ļ.,	Lien Information:	
Tax Deed Results Report to Tax Collector	7 :	>	,	
Print Deed/Send to Admin for signature		Ÿ	COPE EN	Due \$41659.00
Request check for recording fees/doc star Request check for Clerk Registry fee/fee	•	7		67 Paid \$41 (459)
Request check for Tax Collector fee (\$6.2		J	COSE BIF	Due \$15494 W
Request check for certificate holder refundation		Ż	8883/1219	D Paid 10, 191.92
Request check for any unused sheriff feet		Ė	Foua	Due \$
Determine government lien payoffs/reque		_	8901 23	Paid \$ & Applied
Print Final notices to lienholders/owners				Due \$
Request check for postage fees for final r	otices			Paid \$
Record Tax Deed/Certificate of Mailing				Due \$
Copy of Deed for file and to Tax Collector		L		Paid \$
Natas				Due \$ Paid \$
Notes:				Due \$
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				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

Off	icial Records	s Book: 87	67	Page: 1667	View Ima	nge			
Sta	ort Date	06/19/2022			Court Cost	235.00			
Re	cording Fees	91.00	· ·						
	Copies	s 9.00		Certified Abateme	nt Costs 30,0	00.00			
Fin	ne Per Day	\$25.00			Date Of Payoff	9/14/2023	3	ह्य	
	CE210 11670	CL 040423 095167N 0 MOBILE H 8767/1534	IWY				Î		
N	otes:								
				Submit	Reset	Clear			
rei	Number A Of Days Accrued	occumulated Fine	Court I	Reimbursement Of Costs	Recording Fee For Cancellation	Preparing Fee For Cancellation	Preparation Fee for Payoff Quote	Certified Abatement Costs	: Total Due
25.00	452	\$11,300.00	\$235.00	\$100.00	\$10.00	\$7.00	\$7.00	\$30,000.00	\$41,659.00

pd. INfall

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

ESCAMBIA COUNTY, FLORIDA

VS.

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

SALES, CLIFFORD JR 11670 MOBILE HWY PENSACOLA, FL 32526

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 \$25.00 Per Day From: <u>06/19/2022</u> To: <u>09/14/2023</u> \$11,300.00 **Fines** \$0.00 Court Cost \$235.00 **County Abatement Fees** \$30,000.00 Administrative Costs \$0.00 Payments \$0.00 Total: \$41,535.00 DONE AND ORDERED at Escambia County, Florida on 20 . John B. Trawick Special Magistrate

Office of Environmental Enforcement

Recorded in Public Records 4/21/2022 11:54 AM OR Book 8767 Page 1667, Instrument #2022040423, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording S35.50

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, Solos 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

BK: 8767 PG: 1668 BK: 8767 PG: 1535

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(\$) and Page 2 Of 4 BK: 8767 PG: 1669 BK: 8767 PG: 1536

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 Escambla 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 tien 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.

BK: 8767 PG: 1670 Last Page BK: 8767 PG: 1537 Last Page

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

April, 2022.

John B. Trawick Special Magistrate Office of Environmental Enforcement



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: 8883 Page: 1210 View Image
Start Date 01/01/2023 Court Cost 250.00
Recording Fees 91.00
Copies 9.00 Certified Abatement Costs 10,000.00
Fine Per Day \$20.00 Date Of Payoff 09/14/2023
2022 CL 107254 CE22083173N 9002 RUBYS CAMPS RD ALSO 8883/1074
Notes:
Fine Number Accumulated Court Reimbursement Per Of Days Accrued Fine Cost Of Costs Reset Clear Recording Preparing Fee For Fee For Cancellation Cancellation Cancellation Recording Preparation Fee for Payoff Quote Costs Costs
20.00 256 \$5,120.00 \$250.00 \$100.00 \$10.00 \$7.00 \$7.00 \$10,000.00 \$15,494.00
THE DEED <10,191.927

2021 TD 04592

\$5,302.08

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

ESCAMBIA COUNTY, FLORIDA

VS.

Case No: CE22083173N

Location: 9002 RUBYS CAMP RD

PR #: 101S327002000000

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

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 \$20.00 Per Day From: <u>01/01/2023</u> To: <u>09/14/2023</u> \$5,120.00 Daily fines \$0.00 Fines \$250.00 **Court Cost** \$10,000.00 **County Abatement Fees Administrative Costs** \$0.00 \$0.00 Payments Total: \$15,370.00 20 . DONE AND ORDERED at Escambia County, Florida on ______ Gregory Farrar Special Magistrate

Office of Environmental Enforcement

Recorded in Public Records 11/2/2022 9:24 AM OR Book 8883 Page 1210, Instrument #2022107254, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording S35.50

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: CE22 LOCATION: 9002

CE22083173N

PR#:

9002 RUBYS CAMP RD 101S327002000000

VS.

SALES, CLIFFORD JR 11700 MOBILE HWY PENSACOLA, FL 32526

RESPONDENT(S)

ORDER

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

BK: 8883 PG: 1211 BK: 8883 PG: 1075

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

It is hereby ORDERED that the <u>RESPONDENT(S)</u> shall have until <u>12/31/2022</u> 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 Escambla 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

BK: 8883 PG: 1212 BK: 8883 PG: 1076

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.

BK: 8883 PG: 1213 Last Page

BK: 8883 PG: 1077 Last Page

Gregory Farrar
Special Magistrate
Office of Environmental Enforcement

Recorded in Public Records 12/8/2022 9:42 AM OR Book 8901 Page 236, Instrument #2022117372, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording \$10.00

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

Parpued with what was a surpular of the surpul

NOTICE OF LIEN

STATE OF FLORIDA COUNTY OF ESCAMBIA

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

BEG AT 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

Customer: SALES JR. CLIFFORD	
Account Number: <u>51246-121055</u>	
Amount of Lien: \$266.87 , together with additi any, which may accrue subsequent to the date of this charges at 18 percent per annum, or at such lesser rate as	notice and simple interest on unpaid
This lien is imposed in accordance with Section 159.17, F of Florida, as amended and Emerald Coast Utilities Authori this lien shall be prior to all other liens on such lands county, and municipal taxes and shall be on a parity with municipal taxes.	ty Resolution 87-10, as amended, and or premises except the lien of state,
Provided however, that if the above-named customer has deed recorded in the public records of Escambia County, instrument, or if the interest of the above-named custo which notice of lis pendens has been filed prior to the recobe void and of no effect.	mer is foreclosed by a proceeding in
Dated: 11/29/2022	
BY:	elais Statement
NOVEMBER , 20 22 , by Deloise Stcyr Coast Utilities Authority, who is personally known to me a	efore me this 29TH day of of the Emerald of who did not take an oath. Public - State of Florida
Commission # GG 326075 My Comm. Expires Aug 11, 2023 Bonded through National Notary Assn.	Revised 05/31/11

Order: QuickView_Gtr Gte Doc: 8901-236 REC ALL

Requested By: , Printed: 7/10/2023 4:59 PM

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 18th 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

OF FLORIDA

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

ESCAMBIA COUNTY, FLORIDA

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 18th day of October, 2023.

PAM CHILDERS

CLERK OF THE CIRCUIT COURT

ESCAMBIA COUNTY, FLORIDA

Prepared by Pam Childers
Clerk of the Circuit Court

Recorded in Public Records 10/18/2023 3:30 PM OR Book 9056 Page 1602, Instrument #2023084373, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording \$10.00

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

ESCAMBIA COUNTY, FLORIDA

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

SALES, CLIFFORD JR 11670 MOBILE HWY PENSACOLA, FL 32526

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

Total: \$41,535.00

DONE AND ORDERED at Escambia County, Florida on October 18

20 23

CERTIFIED TO BE A TRUE COPY OF THE ORIGINAL ON FILE IN THIS OFFICE

Special Magistrate Office of Environmental Enforcement

en Trawick John B. Trawick

WITNESS MY HAND AND OFFICIAL SEAL

CLERK OF THE CIR

DATE

Escambia County Receipt of Transaction Receipt # 2023077441

Cashiered by: mkj

Pam Childers Clerk of Court Escambia County, Florida

Received From

TAX DEED CASE 21TD04592 TO NEED SIGNED COST DEDER

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 SATISFACTIO	N 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	OK	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

Pam Childers CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY FLORIDA INST# 2023083672 10/17/2023 8:30 AM OFF REC BK: 9055 PG: 1194 Doc Type: COM Recording \$18.50

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 32502 PENSACOLA, FL 32526

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

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 writ:

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 (AM/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 Emity Hogg not later than seven days prior to the proceeding at Escambia County Government Complex, 221 Patalox Place Ste 110, Pensacota 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

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.

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 20th day of September, 2023, by MALCOLM BALLINGER, who is personally known to me.

, NOTARY PUBLIC



Pam Childers CLERK OF THE CIRCUIT COURT **FSCAMBIA 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

Clerk of Court and Comptroller

Escambia County, Florida

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