



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

0424-06

Part 1: Tax Deed Application Information

Applicant Name Applicant Address	TLGFY, LLC CAPITAL ONE, N.A., AS COLLATERAL ASSIGNEE OF TLGFY, LLC PO BOX 669139 DALLAS, TX 75266-9139	Application date	Jul 26, 2023
Property description	WILLOUGHBY BARBARA STEELE TYRON 401 N S ST PENSACOLA, FL 32505 401 N S ST 15-1610-000 LTS 18 19 AND N 16 5/10 FT OF LT 20 BLK 192 WEST KING TRACT OR 2882 P 949 OR 4928 P 129 OR 6317 P 86 (Full legal attached.)	Certificate #	2021 / 6794
		Date certificate issued	06/01/2021

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

Column 1 Certificate Number	Column 2 Date of Certificate Sale	Column 3 Face Amount of Certificate	Column 4 Interest	Column 5: Total (Column 3 + Column 4)
# 2021/6794	06/01/2021	648.41	32.42	680.83
→ Part 2: Total*				680.83

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

Column 1 Certificate Number	Column 2 Date of Other Certificate Sale	Column 3 Face Amount of Other Certificate	Column 4 Tax Collector's Fee	Column 5 Interest	Total (Column 3 + Column 4 + Column 5)
# 2023/7540	06/01/2023	878.15	6.25	43.91	928.31
# 2022/7380	06/01/2022	853.62	6.25	42.68	902.55
Part 3: Total*					1,830.86

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

1. Cost of all certificates in applicant's possession and other certificates redeemed by applicant (*Total of Parts 2 + 3 above)	2,511.69
2. Delinquent taxes paid by the applicant	0.00
3. Current taxes paid by the applicant	0.00
4. Property information report fee	200.00
5. Tax deed application fee	175.00
6. Interest accrued by tax collector under s.197.542, F.S. (see Tax Collector Instructions, page 2)	0.00
7. Total Paid (Lines 1-6)	2,886.69

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

Sign here: Jennifer N. Cassidy Escambia, Florida
Signature, Tax Collector or Designee Date August 11th, 2023

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

+ \$6.25

Part 5: Clerk of Court Certified Amounts (Lines 8-14)	
8. Processing tax deed fee	
9. Certified or registered mail charge	
10. Clerk of Court advertising, notice for newspaper, and electronic auction fees	
11. Recording fee for certificate of notice	
12. Sheriff's fees	
13. Interest (see Clerk of Court Instructions, page 2)	
14. Total Paid (Lines 8-13)	
15. Plus one-half of the assessed value of homestead property, if applicable under s. 197.502(6)(c), F.S.	34,503.00
16. Statutory opening bid (total of Lines 7, 14, 15, and 16 if applicable)	
Sign here: _____ Date of sale <u>04/03/2024</u> Signature, Clerk of Court or Designee	

INSTRUCTIONS

Tax Collector (complete Parts 1-4)

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

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

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

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

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

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

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

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

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

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

Clerk of Court (complete Part 5)

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

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

LTS 18 19 AND N 16 5/10 FT OF LT 20 BLK 192 WEST KING TRACT OR 2882 P 949 OR 4928 P 129 OR 6317 P 866 OR 6320 P 1750 OR 6424 P 1107 CA 126

APPLICATION FOR TAX DEED

Section 197.502, Florida Statutes

512
R. 12/16

Application Number: 2300515

To: Tax Collector of ESCAMBIA COUNTY, Florida

I,

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

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

Account Number	Certificate No.	Date	Legal Description
15-1610-000	2021/6794	06-01-2021	LTS 18 19 AND N 16 5/10 FT OF LT 20 BLK 192 WEST KING TRACT OR 2882 P 949 OR 4928 P 129 OR 6317 P 866 OR 6320 P 1750 OR 6424 P 1107 CA 126

I agree to:

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

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

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

07-26-2023
Application Date

Applicant's signature



Chris Jones Escambia County Property Appraiser

[Real Estate Search](#)

[Tangible Property Search](#)

[Sale List](#)

[Back](#)

◀ Nav. Mode ☒ Account ☐ Parcel ID ▶

[Printer Friendly Version](#)

General Information		Assessments				
Parcel ID:	000S009060018192	Year	Land	Imprv	Total	Cap Val
Account:	151610000	2023	\$9,845	\$104,271	\$114,116	\$69,006
Owners:	WILLOUGHBY BARBARA STEELE TYRON	2022	\$9,845	\$93,042	\$102,887	\$66,997
Mail:	401 N S ST PENSACOLA, FL 32505	2021	\$9,845	\$74,119	\$83,964	\$65,046
Situs:	401 N S ST 32505	Disclaimer				
Use Code:	SINGLE FAMILY RESID 🔑	Tax Estimator				
Taxing Authority:	PENSACOLA CITY LIMITS	File for New Homestead Exemption Online				
Tax Inquiry:	Open Tax Inquiry Window	Report Storm Damage				
Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector						


Sales Data						2023 Certified Roll Exemptions	
Sale Date	Book	Page	Value	Type	Official Records (New Window)	HOMESTEAD EXEMPTION	
04/14/2008	6424	1107	\$100	QC	📄	Legal Description 🔑 LTS 18 19 AND N 16 5/10 FT OF LT 20 BLK 192 WEST KING TRACT OR 2882 P 949 OR 4928 P 129 OR 6317 P 866 OR 6320 P 1750...	
04/14/2008	6320	1750	\$100	CJ	📄		
04/04/2008	6317	866	\$100	QC	📄		
06/2002	4928	129	\$100	QC	📄		
06/1990	2882	949	\$9,000	WD	📄		
Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller						Extra Features None	

Parcel Information

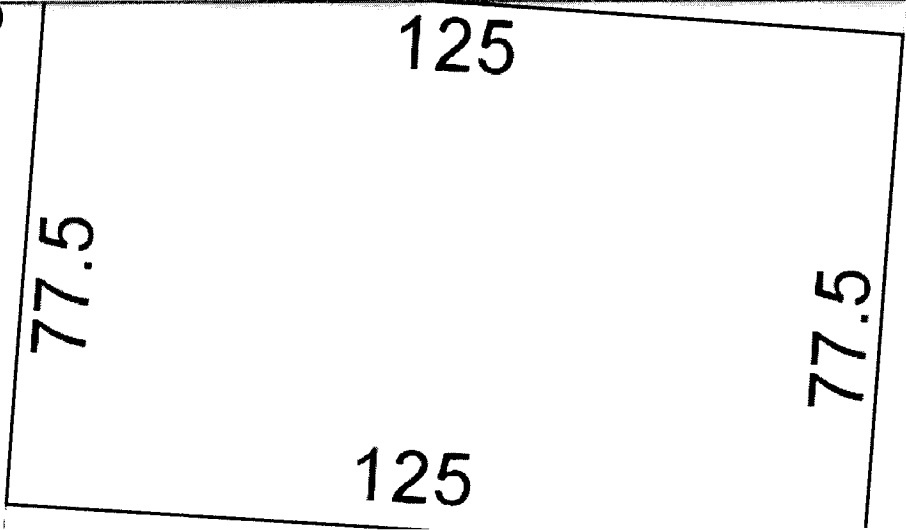

Launch Interactive Map


Section Map Id:
CA126

Approx. Acreage:
0.2260

Zoned: 
R-1A
R-1A

Evacuation & Flood Information
[Open Report](#)



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

Buildings

Address: 401 N S ST, Year Built: 2002, Effective Year: 2002, PA Building ID#: 25550

Structural Elements

DECOR/MILLWORK-AVERAGE

DWELLING UNITS-1

EXTERIOR WALL-VINYL SIDING

FLOOR COVER-CARPET

FOUNDATION-SLAB ON GRADE

HEAT/AIR-CENTRAL H/AC

INTERIOR WALL-DRYWALL-PLASTER

NO. PLUMBING FIXTURES-3


NO. STORIES-1

ROOF COVER-COMPOSITION SHG

ROOF FRAMING-GABL/HIP COMBO

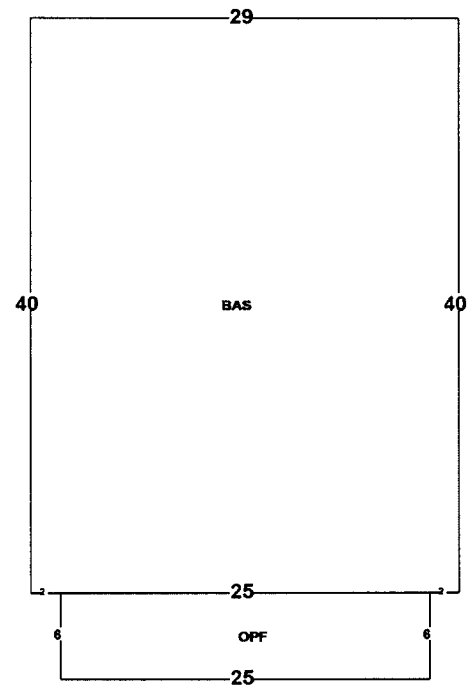
STORY HEIGHT-0

STRUCTURAL FRAME-WOOD FRAME

 Areas - 1310 Total SF

BASE AREA - 1160

OPEN PORCH FIN - 150



Images



7/29/2014 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: 02/18/2023 (tc.3586)

NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That TLGFY LLC holder of **Tax Certificate No. 06794**, 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:

**LTS 18 19 AND N 16 5/10 FT OF LT 20 BLK 192 WEST KING TRACT OR 2882 P 949 OR 4928 P 129
OR 6317 P 866 OR 6320 P 1750 OR 6424 P 1107 CA 126**

SECTION 00, TOWNSHIP 0 S, RANGE 00 W

TAX ACCOUNT NUMBER 151610000 (0424-06)

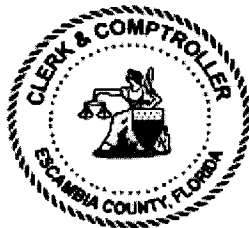
The assessment of the said property under the said certificate issued was in the name of

BARBARA WILLOUGHBY and TYRON STEELE

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 April, which is the **3rd** day of April 2024.

Dated this 18th day of August 2023.

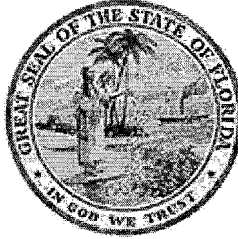
In accordance with the AMERICANS WITH DISABILITIES ACT, if you are a person with a disability who needs special accommodation in order to participate in this proceeding you are entitled to the provision of certain assistance. Please contact Emily Hogg not later than seven days prior to the proceeding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



PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

By:
Emily Hogg
Deputy Clerk

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



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

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

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

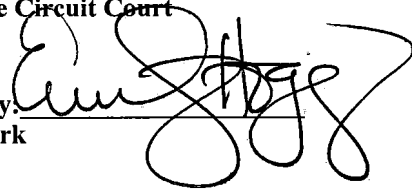
PAM CHILDERS, CLERK OF THE CIRCUIT COURT
Tax Certificate Redeemed From Sale
Account: 151610000 Certificate Number: 006794 of 2021

Payor: BARBARA WILLOUGHBY 401 N S ST PENSACOLA, FL 32505 Date 11/7/2023

Clerk's Check #	293727	Clerk's Total	\$317.56
Tax Collector Check #	1	Tax Collector's Total	\$3,282.64
		Postage	\$60.00
		Researcher Copies	\$0.00
		Recording	\$10.00
		Prep Fee	\$7.00
		Total Received	\$3,877.20

\$3,246.50

PAM CHILDERS
Clerk of the Circuit Court

Received By: 
Deputy Clerk

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

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 006794

Redeemed Date 11/7/2023

Name BARBARA WILLOUGHBY 401 N S ST PENSACOLA, FL 32505

Clerk's Total = TAXDEED	\$517.56	3229.50
Due Tax Collector = TAXDEED	\$3,282.64	
Postage = TD2	\$60.00	
ResearcherCopies = TD6	\$0.00	
Release TDA Notice (Recording) = RECORD2	\$10.00	
Release TDA Notice (Prep Fee) = TD4	\$7.00	

• For Office Use Only

Date	Docket	Desc	Amount Owed	Amount Due	Payee Name
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FINANCIAL SUMMARY

No Information Available - See Dockets



PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

Tax Deed - Redemption Calculator

Account: 151610000 Certificate Number: 006794 of 2021

Redemption ☐ No ☒ Application Date Interest Rate

	Final Redemption Payment ESTIMATED	Redemption Overpayment ACTUAL
	Auction Date <input type="text" value="4/3/2024"/>	Redemption Date <input type="text" value="11/7/2023"/>
Months	9	4
Tax Collector	<input type="text" value="\$2,886.69"/>	<input type="text" value="\$2,886.69"/>
Tax Collector Interest	\$389.70	\$173.20
Tax Collector Fee	<input type="text" value="\$6.25"/>	<input type="text" value="\$6.25"/>
Total Tax Collector	\$3,282.64	<input type="text" value="\$3,066.14"/> TC
Record TDA Notice	<input type="text" value="\$17.00"/>	<input type="text" value="\$17.00"/>
Clerk Fee	<input type="text" value="\$119.00"/>	<input type="text" value="\$119.00"/>
Sheriff Fee	<input type="text" value="\$120.00"/>	<input type="text" value="\$120.00"/>
Legal Advertisement	<input type="text" value="\$200.00"/>	<input type="text" value="\$200.00"/>
App. Fee Interest	\$61.56	\$27.36
Total Clerk	\$517.56	<input type="text" value="\$483.36"/> CL
Release TDA Notice (Recording)	<input type="text" value="\$10.00"/>	<input type="text" value="\$10.00"/>
Release TDA Notice (Prep Fee)	<input type="text" value="\$7.00"/>	<input type="text" value="\$7.00"/>
Postage	<input type="text" value="\$60.00"/>	<input type="text" value="\$0.00"/>
Researcher Copies	<input type="text" value="\$0.00"/>	<input type="text" value="\$0.00"/>
Total Redemption Amount	\$3,877.20	\$3,566.50
	Repayment Overpayment Refund Amount	\$310.70
Book/Page	<input type="text" value="9027"/>	<input type="text" value="1935"/>

RELEASE OF NOTICE OF APPLICATION FOR TAX DEED

Pursuant to § 197.502(5)(c), Florida Statutes, the Escambia County Clerk of Court fully releases the Notice of Tax Deed Application recorded at Official Records Book 9027, Page 1935, of Escambia County, for the tax certificate, tax deed, and property described below:

Tax Certificate No. Certificate No. 06794, issued the 1st day of June, A.D., 2021

TAX ACCOUNT NUMBER: 151610000 (0424-06)

DESCRIPTION OF PROPERTY:

**LTS 18 19 AND N 16 5/10 FT OF LT 20 BLK 192 WEST KING TRACT OR 2882 P 949 OR 4928 P 129
OR 6317 P 866 OR 6320 P 1750 OR 6424 P 1107 CA 126**

SECTION 00, TOWNSHIP 0 S, RANGE 00 W

NAME IN WHICH ASSESSED: BARBARA WILLOUGHBY and TYRON STEELE

Dated this 7th day of November 2023.



PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

By:
Emily Hogg
Deputy Clerk



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

THE ATTACHED REPORT IS ISSUED TO:

SCOTT LUNSFORD, ESCAMBIA COUNTY TAX COLLECTOR

TAX ACCOUNT #: 15-1610-000 CERTIFICATE #: 2021-6794

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

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

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

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

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

Period Searched: January 11, 2004 to and including January 11, 2024 Abstractor: Vicki Campbell

BY

Michael A. Campbell,
As President
Dated: January 16, 2024

PROPERTY INFORMATION REPORT
CONTINUATION PAGE

January 16, 2024

Tax Account #: **15-1610-000**

1. The Grantee(s) of the last deed(s) of record is/are: **BARBARA WILLOUGHBY and TYRON STEELE**

By Virtue of Quit Claim Deed recorded 4/22/2008 in OR 6317/866 Order Determining Homestead recorded 04/30/2008 - OR 6320/1750 and Quit Claim Deed recorded 02/11/2009 - OR 6424/1107

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 City of Pensacola recorded 06/28/2002 - OR 4928/130**
 - b. **Mortgage in favor of City of Pensacola recorded 06/28/2002 - OR 4928/132**
 - c. **Judgment in favor of Credit Acceptance Corporation recorded 12/21/2012 – OR 6951/1218**

4. Taxes:

Taxes for the year(s) NONE are delinquent.

Tax Account #: 15-1610-000

Assessed Value: \$69,006.00

Exemptions: HOMESTEAD

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

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

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

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

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

CERTIFICATION: TITLE SEARCH FOR TDA

TAX DEED SALE DATE: APR 3, 2024

TAX ACCOUNT #: 15-1610-000

CERTIFICATE #: 2021-6794

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

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

**TYRON STEELE AND
BARBARA WILLOUGHBY
401 N S ST
PENSACOLA, FL 32505**

**TYRON STEELE
1501 EAST BELMONT STREET
PENSACOLA, FL 32501**

**BARBARA WILLOUGHBY
7220 N PALAFOX ST APT 12001
PENSACOLA, FL 32503**

**CREDIT ACCEPTANCE CORPORATION
25505 W TWELVE MILE RD STE 3000
SOUTHFIELD, MI 48034-8339**

**TYRON STEELE
200 E. BURGESS RD. APT. 51B
PENSACOLA, FL 32503**

Certified and delivered to Escambia County Tax Collector, this 16th day of January, 2024.

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

January 16, 2024

Tax Account #:15-1610-000

**LEGAL DESCRIPTION
EXHIBIT "A"**

**LTS 18 19 AND N 16 5/10 FT OF LT 20 BLK 192 WEST KING TRACT OR 2882 P 949 OR 4928 P 129
OR 6317 P 866 OR 6320 P 1750 OR 6424 P 1107 CA 126**

SECTION 00, TOWNSHIP 0 S, RANGE 00 W

TAX ACCOUNT NUMBER 15-1610-000(0424-06)

Prepared by:
M. Thomas Lane
Housing Manager
City of Pensacola
Post Office Box 12910
Pensacola, FL 32521-0031

10.50
63.00
36.00

OR BK 4928 PGO 130
Escambia County, Florida
INSTRUMENT 2002-979750
MTG DOC STAMPS PD @ ESC CO \$ 63.00
06/28/02 ERMIE LEE MAGNIA, CLERK
By: *[Signature]*
INTANGIBLE TAX PD @ ESC CO \$ 36.00
06/28/02 ERMIE LEE MAGNIA, CLERK
By: *[Signature]*

CITY OF PENSACOLA
HOUSING DEPARTMENT
HOME HOUSING RECONSTRUCTION PROGRAM

MORTGAGE

LOAN

STATE OF FLORIDA
COUNTY OF ESCAMBIA

Ethel Mae Steele and Walter Steele, Sr., wife and husband, 401 North "S" St, Pensacola, FL 32501, hereinafter called Mortgagor, in consideration of the principal sum specified in the Promissory Note(s) hereafter described, received from the City of Pensacola, a municipal corporation organized under the laws of Florida, Post Office Box 12910, Pensacola, Florida 32521, as administrator of the HOME Investment Trust Fund hereinafter called Mortgagee, (which terms Mortgagor and Mortgagee shall be construed to include the plural as well as the singular, whenever the context so permits or requires) hereby on this 25th day of June, 2002, mortgages to the Mortgagee the real property in Escambia County, Florida, (the "Property") described as follows:

Lots 18, 19 & 20, LESS & EXCEPT the South 14 feet of Lot 20, Block 192, West King Tract, according to map of Pensacola, Florida, copyrighted by Thomas C. Watson in 1906.

as security for payment of the certain Promissory Note(s) (the "Note(s)"), dated this 25th day of June, 2002, for the sum of Eighteen Thousand Dollars (\$18,000.00) [comprised of \$10,500.00 in HOME Investment Partnership Act (HOME) Program funds as provided by the U.S. Department of Housing and Urban Development and \$7,500.00 in Escambia/Pensacola State Housing Initiative Partnership (SHIP) Program funds provided by the State of Florida], payable in 240 installments with interest at the fixed, simple rate of Zero% per year, signed by Ethel Mae Steele and Walter Steele, Sr.

AND Mortgagor agrees:

1. This Mortgage shall not be subordinated under any circumstances.
2. This Mortgage shall also secure all extensions or renewals of the Note(s), such future or additional advances as may be made by the Mortgagee at the option of the Mortgagee to the Mortgagor, and also, the payment of any and all notes, liabilities, and obligations of the Mortgagor to the Mortgagee, its successors or assigns, whether as maker, endorser, guarantor or otherwise, and whether such notes, liabilities or obligations, or any of them, be now in existence or accrue or arise hereafter, or be now owned or held by the Mortgagee, or be acquired hereafter, it being the intent and purpose of the Mortgagor to secure, by this Mortgage, all notes, claims, demands, liabilities and obligations which the Mortgagee, its successors or assigns, may have, hold or acquire at any time during the life of this Mortgage against the Mortgagor. Provided that the total of the amount secured hereby shall not exceed at any one time the sum of Eighteen Thousand Dollars (\$18,000.00) in the aggregate; and provided, further, that all such advances, notes, claims, demands or liabilities and obligations secured hereby be incurred or arise or come into existence either on or prior to the date of this Mortgage, or on or before 20 years after the date of this Mortgage or within such lesser period of time as may hereafter be provided by law as a prerequisite for the sufficiency of actual notice or record notice of such advances, notes, claims, demands or liabilities and obligations as against the rights of creditors or subsequent purchasers for a valuable consideration.
3. To make all payments required by the Note(s) and this Mortgage promptly when due.
4. To pay all taxes, assessments, liens and encumbrances on the property promptly when due. If they are not promptly paid, the Mortgagee may pay them without waiving the option to foreclose, and such payments, with interest at the maximum rate allowed by law, shall be payable on demand by Mortgagee and shall be secured by this Mortgage.
5. To keep all buildings and improvements now or hereafter on the property insured against loss or damage by fire, flood or such other risks and matters, as Mortgagee may from time to time require in amounts required by Mortgagee, not exceeding in the aggregate 100 percent of the full insurable value of the Property and shall pay the premiums for such insurance as the same become due and payable. If the Mortgagor shall not do so, the Mortgagee may do so without waiving the option to foreclose, and the cost thereof, with interest thereon from the date of payment at the maximum rate allowed by law, shall be payable upon demand by Mortgagee and shall be secured by this Mortgage. All policies of insurance (the "Policies") shall be issued by an insurer acceptable to Mortgagee and shall contain the standard New York Mortgagee non-contribution provision naming Mortgagee as the person to which all payments made by such insurance company shall be paid. Mortgagor will provide the Mortgagee a copy of the policy(ies) and Certificate(s) of Insurance from the insurance company listing Mortgagee as an additional named insured or mortgagee. Not later than 30 days prior to the expiration date of the Policies, Mortgagor will deliver to Mortgagee evidence satisfactory to Mortgagee of the renewal of each of the Policies. If the Property shall be damaged or destroyed, in whole or in part, by fire or other casualty, Mortgagor shall give prompt notice thereof to Mortgagee. Sums paid to Mortgagee by any insurer may be retained and applied by Mortgagee toward the payment of the indebtedness secured by this Mortgage in such priority and proportions as Mortgagee in its discretion shall deem proper, or, at the discretion of Mortgagee, the same may be paid, either in whole or in part, to Mortgagor for such purposes as Mortgagee shall designate. If Mortgagee shall receive and retain such insurance money, the lien of this Mortgage shall be reduced only by the amount thereof received after expenses of collection and retained by Mortgagee and actually applied by Mortgagee in reduction of the indebtedness secured thereby.

6. That Mortgagor will not commit, permit or suffer any waste, impairment or deterioration of the Property. Upon failure of Mortgagor to keep the buildings and improvements on the property in good condition or repair, Mortgagee may demand either the adequate repair of the buildings, an increase in the amount of security, or the immediate repayment of the debt secured hereby. Failure of Mortgagor to comply with the demand of Mortgagee for a period of fifteen days shall constitute a breach of this Mortgage.
7. To pay all expenses reasonably incurred by Mortgagee due to failure of Mortgagor to comply with the agreements in the Note(s) or this Mortgage including reasonable attorney's fees. The cost thereof, with interest thereon from the date of payment at the maximum rate allowed by law, shall also be secured by this Mortgage.
8. That if any of the installments of principal or interest due by the terms of the Note(s) are not paid when due, or if any agreement in this Mortgage, other than the agreement to make the payments, is breached, the entire unpaid principal balance of the Note(s) plus interest, costs, and expenses, including reasonable attorneys' fees and costs of abstracts of title incurred in collecting or attempting to collect the indebtedness secured hereby, shall immediately become due at the option of Mortgagee, and Mortgagee may foreclose this Mortgage in the manner provided by law, and have the Property sold to satisfy or apply on the indebtedness hereby secured.
9. If this is a junior mortgage, Mortgagor shall pay all installments of principal and interest and perform each and every covenant and obligation of the prior mortgage(s) and shall not increase the amount due on such prior mortgage(s) without the prior written consent of Mortgagee. Failure of Mortgagor to do so shall constitute a default hereunder. Upon failure of Mortgagor to do so, Mortgagee may (but shall not be required to) make such payments or perform such covenants or obligations and the cost of same, together with interest at the maximum rate allowed by law, shall be payable by Mortgagor upon demand by Mortgagee and shall be secured by the lien of this Mortgage.
10. Notwithstanding any other provisions hereof, Mortgagee shall under no circumstances be entitled to collect any interest or other payment hereunder which would render this instrument usurious as to the Mortgagor under the laws of the State of Florida.

IN WITNESS WHEREOF, Mortgagor has hereunto set Mortgagor's hand and seal the day and year first above written.

Signed, sealed and delivered in the
presence of:

Tom Lane
Tom Lane

Ethel Mae Steele (SEAL)
Mortgagor

Ethel Mae Steele
401 North "S" St., Pensacola, FL 32501

James Wilson
James Wilson

Walter Steele, Sr.
Walter Steele, Sr.

Barbara Willoughby
STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 25th day of June, 2002, by Ethel Mae Steele and Walter Steele, Sr.
(X) who are personally known to me, or who have produced _____ as identification
and who () did (X) did not take an oath.

M. Thomas Lane
Notary Public

M. THOMAS LANE
Notary Public-State of FL
Comm. Exp. Sept. 27, 2005
Comm. No. DD 039648

RCD Jun 28, 2002 09:15 am
Escambia County, Florida

ERNIE LEE MABAH
Clerk of the Circuit Court
INSTRUMENT 2002-979750

10.52
147.00
84.00

DR BK 4928 PBO 132
Escambia County, Florida
INSTRUMENT 2002-979751

MTG DOC STAMPS PD @ ESC/CO \$ 147.00
06/28/02 ERNIE LEE MORGAN, CLERK
By: *[Signature]*

CITY OF PENSACOLA
HOUSING DEPARTMENT
HOME HOUSING RECONSTRUCTION PROGRAM

MORTGAGE

INTANGIBLE TAX PD @ ESC/CO \$ 84.00
06/28/02 ERNIE LEE MORGAN, CLERK
By: *[Signature]*

GRANT

STATE OF FLORIDA
COUNTY OF ESCAMBIA

Ethel Mae Steele and Walter Steele, Sr., wife and husband, 401 North "S" St., Pensacola, FL 32501, hereinafter called Mortgagor, in consideration of the principal Grant sum specified in the Promissory Note(s) hereafter described, received from The City of Pensacola, a municipal corporation organized under the laws of Florida, Post Office Box 12910, Pensacola, Florida 32521, as administrator of the HOME Investment Trust Fund, hereinafter called Mortgagee, (which terms Mortgagor and Mortgagee shall be construed to include the plural as well as the singular, whenever the context so permits or requires) hereby on this 25th day of June, 2002, mortgages to the Mortgagee the real property in Escambia County, Florida, (the "Property") described as follows:

Lots 18, 19 & 20, LESS & EXCEPT the South 14 feet of Lot 20, Block 192, West King Tract, according to map of Pensacola, Florida, copyrighted by Thomas C. Watson in 1906.

as security for payment of the certain promissory note(s) (the "Note(s)"), dated this 25th day of June, 2002, for the sum of \$ 42,000.00 [comprised of \$34,500.00 in HOME Investment Partnership Act (HOME) Program funds as provided by the U.S. Department of Housing and Urban Development and \$7,500.00 in Escambia/Pensacola State Housing Initiative Partnership (SHIP) Program funds provided by the State of Florida], payable if the property is sold or if ownership of the property is transferred within twenty (20) years from the date of the grant, with interest at the rate of zero percent (0%) per year, signed by Ethel Mae Steele and Walter Steele, Sr.

AND Mortgagor agrees:


1. To complete the reconstruction of the residence located on the property described above, which is the sole purpose of the Grant made by Mortgagee to Mortgagor.
2. The Mortgage shall not be subordinated under any circumstances.
3. This Mortgage shall also secure all extensions or renewals of the Note(s), and such future or additional advances as may be made by the Mortgagee at the option of the Mortgagee to the Mortgagor.
4. To pay all taxes, assessments, liens and encumbrances on the property promptly when due. If they are not promptly paid, the Mortgagee may pay them without waiving the option to foreclose, and such payments, with interest at the maximum rate allowed by law, shall be payable on demand by Mortgagee and shall be secured by this Mortgage.
5. To keep all buildings and improvements now or hereafter on the property insured against loss or damage by fire, flood or such other risks and matters, as Mortgagee may from time to time require in amounts required by Mortgagee, not exceeding in the aggregate 100 percent of the full insurable value of the property and shall pay the premiums for such insurance as the same become due and payable. If the Mortgagor shall not do so, the Mortgagee may do so without waiving the option to foreclose, and the cost thereof, with interest thereon from the date of payment at the maximum rate allowed by law, shall be payable upon demand by Mortgagee and shall be secured by this Mortgage. Mortgagor will provide the Mortgagee a copy of the policy(ies) and Certificate(s) of Insurance from the insurance company listing Mortgagee as an additional named insured or mortgagee. Not later than 30 days prior to the expiration date of the Policies, Mortgagor will deliver to Mortgagee evidence satisfactory to Mortgagee of the renewal of each of the Policies. If the Property shall be damaged or destroyed, in whole or in part, by fire or other casualty, Mortgagor shall give prompt notice thereof to Mortgagee. Sums paid to Mortgagee by any insurer may be retained and applied by Mortgagee toward the payment of the indebtedness secured by this Mortgage in such priority and proportions as Mortgagee in its discretion shall deem proper, or, at the discretion of Mortgagee, the same may be paid, either in whole or in part, to Mortgagor for such purposes as Mortgagee shall designate. If Mortgagee shall receive and retain such insurance money, the lien of this Mortgage shall be reduced only by the amount thereof received after expenses of collection and retained by Mortgagee and actually applied by Mortgagee in reduction of the indebtedness secured thereby.
6. That Mortgagor will not commit, permit or suffer any waste, impairment or deterioration of the property. Upon failure of Mortgagor to keep the buildings and improvements on the property in good condition or repair, Mortgagee may demand either the adequate repair of the buildings, an increase in the amount of security, or the immediate repayment of the debt secured hereby. Failure of Mortgagor to comply with the demand of Mortgagee for a period of fifteen days shall constitute a breach of this Mortgage.
7. To pay all expenses reasonably incurred by Mortgagee due to failure of Mortgagor to comply with the agreements in the Note(s) or this Mortgage including reasonable attorney's fees. The cost thereof, with interest thereon from the date of payment at the maximum rate allowed by law, shall also be secured by this Mortgage.
8. That if any agreement in this Mortgage is breached, the entire unpaid principal balance of the Note(s) plus costs and expenses, including reasonable attorney's fees and costs of abstracts of title incurred in collecting or attempting to collect the indebtedness secured hereby, shall immediately become due at the option of Mortgagee, and Mortgagee may foreclose this Mortgage in the manner provided by law, and have the property sold to satisfy or apply on the indebtedness hereby secured.

9. If this is a junior mortgage, Mortgagor shall pay all installments or principal and interest and perform each and every covenant and obligation of the prior mortgage(s) and shall not increase the amount due on such prior mortgage(s) without the prior written consent of Mortgagee. Failure of Mortgagor to do so shall constitute a default hereunder. Upon failure of Mortgagor to do so, Mortgagee may (but shall not be required to) make such payments or perform such covenants or obligations and the cost of same, together with interest at the maximum rate allowed by law, shall be payable by Mortgagor upon demand by Mortgagee and shall be secured by the lien of this Mortgage.
10. Notwithstanding any other provisions hereof, Mortgagee shall under no circumstances be entitled to collect any interest or other payment hereunder which would render this instrument usurious as to the Mortgagor under the laws of the State of Florida.

IN WITNESS WHEREOF, Mortgagor has hereunto set Mortgagor's hand and seal the day and year first above written.

Signed, sealed and delivered in the
presence of :



Tom Lane


James Wilson


STATE OF FLORIDA
COUNTY OF ESCAMBIA

Barber Willoughby

The foregoing instrument was acknowledged before me this day, June 25, 2002, by Ethel Mae Steele and Walter Steele, Sr. (X) who are personally known to me, or who have produced _____ as identification and who () did ☒ not take an oath.


Notary Public

M. THOMAS LANE
Notary Public-State of FL
Comm. Exp. Sept. 27, 2006
Comm. No. DD 039648

PREPARED BY:
M. Thomas Lane
Housing Dept.
City of Pensacola
P O Box 12910
Pensacola, FL 32521-0031

RCD Jun 28, 2002 09:15 am
Escambia County, Florida

ERNIE LEE MAGAHA
Clerk of the Circuit Court
INSTRUMENT 2002-979751

IN THE COUNTY COURT IN AND FOR
ESCAMBIA COUNTY, FLORIDA

CIVIL DIVISION

CASE NO: 2011-CC-002099

CREDIT ACCEPTANCE CORPORATION,

Plaintiff,

vs.

BARBARA WILLOUGHBY
ASHLEY WILLOUGHBY,

Defendant,

ERNIE LEE MAGAHA
CLERK OF CIRCUIT COURT
ESCAMBIA COUNTY, FL

2012 DEC 20 A 9:39

COUNTY CIVIL DIVISION
FILED & RECORDED

FINAL JUDGMENT

IT IS ADJUDGED THAT plaintiff, CREDIT ACCEPTANCE CORPORATION, (25505 W TWELVE MILE RD STE 3000 SOUTHFILED MI 48034-8339) recover from defendant, BARBARA WILLOUGHBY, Social Security Number [REDACTED] and ASHLEY WILLOUGHBY [REDACTED], the sum of \$10,768.32, on principal, prejudgment interest of \$1,338.30 and costs in the sum of \$400.00, for a total due of \$12,506.62 at the prevailing statutory interest rate of 4.75% per year from this date through December 31 of this current year, for which let execution issue. Thereafter, on January 1 of each succeeding year until the judgment is paid, the interest rate will adjust in accordance with section 55.03, Florida Statutes. It is further ordered and adjudged that the Defendant shall complete the Fact Information Sheet pursuant to Florida Rule of Civil Procedure Form 1.977 and return it to plaintiff's attorney within 45 days from the date of this final judgment, unless the final judgment is satisfied or a motion for new trial or notice of appeal is filed.

Jurisdiction of this case is retained to enter further orders that are proper to compel the Defendant to complete form 1.977 and return it to the plaintiff's attorney.

DONE AND ORDERED in ESCAMBIA County, Florida this 19 day of December 2012.


COUNTY COURT JUDGE

Copies furnished to:
KEVIN SPINOZZA, Esq.
Pollack & Rosen, P.A.
806 Douglas Road
✓ South Tower, Suite 200
Coral Gables, Florida 33134
Telephone No: 305-448-0006
LegalPleadings@PollackRosen.com
Mail@PollackRosen.com

Mac 12/20/12
Ashley Willoughby
BARBARA WILLOUGHBY
7220 N PALAFOX ST APT#12001 PENSACOLA FL 32503
File Number: 1768493

Case: 2011 CC 002099



00062308610

Dkt: CC1036 Pg#: 1