

## **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

0325.41

	ATCF II FLORIDA-A	A, LLC							
Applicant Name Applicant Address PO BOX 69239				Application date			Apr 17, 2024		
	BALTIMORE, MD 21264-9239					_			
Property description	GIBSON CHARLES E II GIBSON JENNIFER JO				Certifi	cate#		2022 / 187	
·	1014 UNDERWOOD AVE STE E								
	PENSACOLA, FL 32504-8929 4344 LANGLEY AVE 211								
	01-2316-282   UNIT 211 BUILDIN	C RAV C	AKS CON	DOMINIUM	Date	certificate is:	sued	06/01/2022	
	ALSO 1.00% INT IN								
	P 1834								
Part 2: Certificat	es Owned by App	licant and	l Filed wi	th Tax Deed .	Applic	ation			
Column 1 Certificate Numbe	Columi er Date of Certifi			olumn 3 unt of Certificate		Column 4 Interest		Column 5: Total (Column 3 + Column 4)	
# 2022/187	06/01/2	022		450.96			22.55	473.51	
						→Part 2:	Total*	473.51	
Part 3: Other Ce	rtificates Redeem	ed by Ap <sub>l</sub>	olicant (O	ther than Co	unty)		- XIII		
Column 1 Certificate Number	Column 2 Date of Other Certificate Sale	Column 3 Face Amount of Other Certificate  Column 4 Tax Collector's		Column 4 Tax Collector's I	Fee	Column Interest		Total (Column 3 + Column 4 + Column 5)	
# 2023/176	06/01/2023		472.08		6.25		28.13	506.46	
						Part 3:	Total*	506.46	
Part 4: Tax Colle	ector Certified Am	ounts (Li	nes 1-7)				Tigoria Tigoria Section		
Cost of all cert	ificates in applicant's	possessio	n and other			l by applicar f Parts 2 + 3		979.97	
2. Delinquent tax	es paid by the applica	ant						0.00	
3. Current taxes	paid by the applicant							432.01	
4. Property information report fee 200					200.00				
5. Tax deed application fee					175.00				
6. Interest accrue	ed by tax collector un	der s.197.5	42, F.S. (s	ee Tax Collecto	r Instru	ctions, page	2)	0.0	
7. <b>Total Paid</b> (Lines 1-6) 1,786				1,786.98					
	nformation is true and				y inform	nation report	fee, an	d tax collector's fees	
- 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1			/			Escambia	, Florid	a	
	Signature, Tax Collector or Designee  Date May 3rd, 2024								

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

Par	rt 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.	Sheriffs fees			
13.	Interest (see Clerk of Court Instructions, page 2)			
14.	To	tal Paid (Li	nes 8-13)	
15.	Plus one-half of the assessed value of homestead property, if applicable under F.S.	er s. 197.50	02(6)(c),	24,529.00
16.	Statutory opening bid (total of Lines 7, 14, 15, and 16 if applicable)			
Sign I	here: Date Signature, Clerk of Court or Designee	of sale	03/05/202	25

#### 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.

## **APPLICATION FOR TAX DEED**

512 R. 12/16

Section 197.502, Florida Statutes

Application Number: 2400296

To: Tax Collector of	ESCAMBIA COUNTY	_, Florida	
I, ATCF II FLORIDA-A, LLO PO BOX 69239 BALTIMORE, MD 2126 hold the listed tax certifi	64-9239,	same to the Tax	Collector and make tax deed application thereon
Account Number 01-2316-282	Certificate No. 2022/187	Date 06-01-2022	Legal Description  UNIT 211 BUILDING C BAY OAKS CONDOMINIUM ALSO 1.00% INT IN COMMON ELEMENTS OR 7306 P 1834
<ul> <li>redeem all out</li> <li>pay all deling</li> <li>pay all Tax Construction</li> <li>Sheriff's costs</li> </ul>	s, if applicable. e certificate on which this applic	terest covering th	•
			<u>04-17-2024</u> Application Date

**Real Estate Search** 

Parcel Information

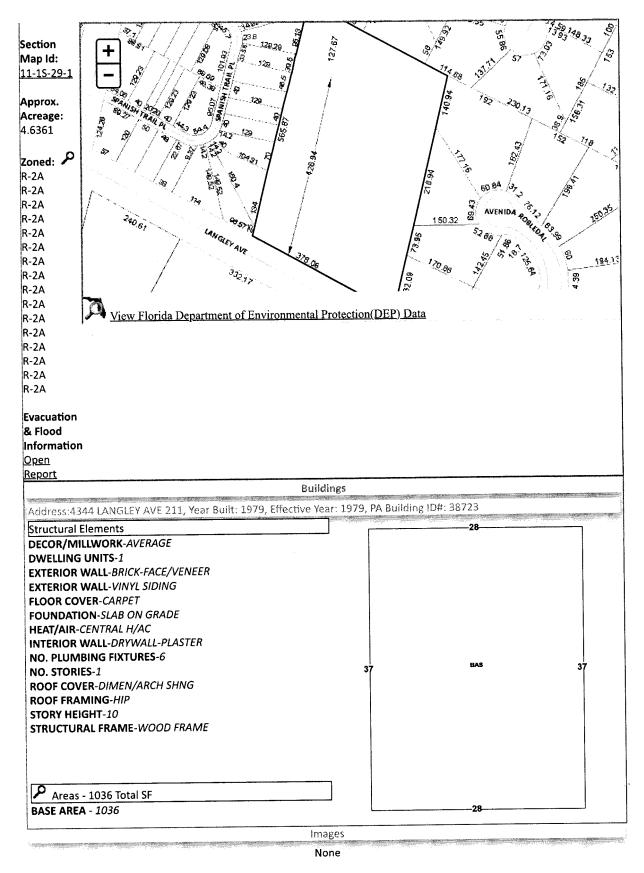
**Tangible Property Search** 

Sale List

Launch Interactive Map

**Back** 

Printer Friendly Version Nav. Mode Account O Parcel ID General Information Assessments Land Imprv Total Cap Val Parcel ID: 1215294150211003 Year \$103,600 \$49,058 \$103,600 Account: 012316282 2023 \$0 2022 \$0 \$87,024 \$87,024 \$47,630 **GIBSON CHARLES E II** Owners: **GIBSON JENNIFER JO** \$72,520 \$72,520 \$46,243 2021 1014 UNDERWOOD AVE STE E Mail: PENSACOLA, FL 32504-8929 Disclaimer 4344 LANGLEY AVE 211 32504 Situs: CONDO-RES UNIT **Tax Estimator** Use Code: **Taxing** PENSACOLA CITY LIMITS File for Exemption(s) Online **Authority:** Open Tax Inquiry Window Tax Inquiry: **Report Storm Damage** Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector 2023 Certified Roll Exemptions Sales Data HOMESTEAD EXEMPTION Official Records Type Value Sale Date Book Page (New Window) Ľ, 03/23/2015 7317 1571 \$100 WD Legal Description Cò. 02/27/2015 7306 1834 \$63,000 WD UNIT 211 BUILDING C BAY OAKS CONDOMINIUM ALSO B 08/04/2014 7222 553 \$52,500 WD 1.00% INT IN COMMON ELEMENTS OR 7306 P 1834 12/13/2012 6954 515 \$51,700 QC \$47,800 CT 08/19/2010 6626 774 02/2007 6099 696 \$100,000 WD Extra Features Official Records Inquiry courtesy of Pam Childers None Escambia County Clerk of the Circuit Court and Comptroller



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.

Pam Childers CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY FLORIDA INST# 2024036410 5/13/2024 2:08 PM OFF REC BK: 9145 PG: 1814 Doc Type: TDN

## NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That ATCF II FLORIDA-A LLC holder of Tax Certificate No. 00187, issued the 1st day of June, A.D., 2022 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:

UNIT 211 BUILDING C BAY OAKS CONDOMINIUM ALSO 1.00% INT IN COMMON ELEMENTS OR 7306 P 1834

**SECTION 12, TOWNSHIP 1 S, RANGE 29 W** 

TAX ACCOUNT NUMBER 012316282 (0325-41)

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

#### **CHARLES E GIBSON II and JENNIFER JO GIBSON**

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 March, which is the 5th day of March 2025.

Dated this 13th day of May 2024.

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 TUBE

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

SCOTT LUNSFORD, I	ESCAMBIA COUNTY TA	X COLLECTOR	
TAX ACCOUNT #:	01-2316-282	CERTIFICATE #:	2022-187
REPORT IS LIMITED	TO THE PERSON(S) EXP		RS OR OMISSIONS IN THIS NAME IN THE PROPERTY FORMATION REPORT.
listing of the owner(s) of tax information and a li encumbrances recorded title to said land as liste	of record of the land describ sting and copies of all open in the Official Record Boo d on page 2 herein. It is the	ed herein together with curre or unsatisfied leases, mortga ks of Escambia County, Flor e responsibility of the party n	aser named above includes a ent and delinquent ad valorem ages, judgments and ida that appear to encumber the amed above to verify receipt of ce issuing this Report must be
and mineral or any subs	surface rights of any kind or s, boundary line disputes, a	nature; easements, restriction	or in subsequent years; oil, gas, ons and covenants of record; uld be disclosed by an accurate
			ment attached, nor is it to be any other form of guarantee or
Use of the term "Repor	t" herein refers to the Prope	rty Information Report and t	he documents attached hereto.
Period Searched: Nove	nber 20, 2004 to and inclu	ding November 20, 2024	Abstractor: K. GERARD
BY			

Michael A. Campbell, As President

Dated: November 22, 2024

Milalphel

THE ATTACHED REPORT IS ISSUED TO:

## PROPERTY INFORMATION REPORT

**CONTINUATION PAGE** 

November 22, 2024

Tax Account #: 01-2316-282

1. The Grantee(s) of the last deed(s) of record is/are: Charles E Gibson II and Jennifer Jo Gibson

By Virtue of Warranty Deed recorded 3/23/2015 in OR 7317/1571 and Warranty Deed recorded 2/27/2015 - OR 7306/1834

ABSTRACTOR'S NOTE: BOTH OF ABOVE DEEDS HAVE NO NAME OF SIGNATORY FOR LLC INCLUDED AND UPON REVIEW OF SUNBIZ RECORDS WE FIND MANAGING MEMBER TO BE BRANDON R. SPAIN AND NOTARY MAY BE RELATED TO THE SIGNATOR. THIS NOTE IS FOR INFORMATION ONLY.

ABSTRACTOR NOTE: Warranty Deed has the incorrect zip code.

- 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 JM Trust Investments, LLC recorded 02/27/2015 or 7306/1835
  - b. Judgment in favor of Capital One Bank (USA) NA recorded 1/11/2023 OR 8915/415
  - c. Judgment in favor of Portfolio Recovery Associates, LLC recorded 09/16/2021 OR 8618/684
  - d. Tax Lien in favor of Department of Treasury Internal Revenue Service recorded  $6/20/2016 OR\ 7542/1907$
- **4.** Taxes:

Taxes for the year(s) 2021-2023 are delinquent.

Tax Account #: 01-2316-282 Assessed Value: \$50,529.00

**Exemptions: HOMESTEAD EXEMPTION** 

 We find the following HOA names in our search (if a condominium, the condo docs book and page are included for your review): BAY OAKS CONDOMINIUM ASSOCIATION INC OR 5910/1542 AND AMENDED OR 6133/1032

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:	MAR 5, 2025				
TAX ACCOUNT #:	01-2316-282				
CERTIFICATE #:	2022-187				
those persons, firms, and/or agencies having l	Statutes, the following is a list of names and addresses of egal interest in or claim against the above-described ificate is being submitted as proper notification of tax deed				
YES NO  ☐ ☐ ☐ Notify City of Pensacola, P.O. I ☐ ☐ Notify Escambia County, 190 G ☐ Homestead for 2023 tax year	Sovernmental Center, 32502				
CHARLES E GIBSON	CHARLES E GIBSON				
JENNIFER JO GIBSON	JENNIFER JO GIBSON				
1014 UNDERWOOD AVE STE E	4344 LANGLEY UNIT 211				
PENSACOLA FL 32504-8929	PENSACOLA FL 32504				
JM TRUST INVESTMENTS, LLC	PORTFOLIO RECOVERY ASSOCIATES LTD				
4655 WOODBINE RD	120 CORPORATE BLVD				
PACE, FL 32571	NORFOLK, VA 23502				
DEPARTMENT OF TREASURY	JENNIFER GIBSON				
INTERNAL REVENUE SERVICE	2414 REDOUBT AVE				
400 W BAY ST STE 35045	PENSACOLA, FL 32507				
JACKSONVILLE FL 32202 – 4437					
	BAY OAKS CONDOMINIUM				
CAPITAL ONE BANK (USA) NA	ASSOCIATION, INC.				
15000 CAPITAL ONE DRIVÉ	4344 LANGLEY AVE				
RICHMONMD, VA 23238	PENSACOLA, FL 32504				

Certified and delivered to Escambia County Tax Collector, this 22<sup>nd</sup> day of November, 2024. PERDIDO TITLE & ABSTRACT, INC.

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

Malphel

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

## PROPERTY INFORMATION REPORT

November 22, 2024 Tax Account #:01-2316-282

# LEGAL DESCRIPTION EXHIBIT "A"

UNIT 211 BUILDING C BAY OAKS CONDOMINIUM ALSO 1.00% INT IN COMMON ELEMENTS OR 7306 P 1834

**SECTION 12, TOWNSHIP 1 S, RANGE 29 W** 

TAX ACCOUNT NUMBER 01-2316-282(0325-41)

Recorded in Public Records 02/27/2015 at 02:11 PM OR Book 7306 Page 1834, Instrument #2015015795, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording \$10.00 Deed Stamps \$441.00

## THIS INSTRUMENT PREPARED BY AND RETURN TO:

Jennifer Spain Allure Title Company 821 E Gadsden Street Pensacola, Florida 32501 Property Appraisers Parcel Identification (Folio) Numbers: 01-2316-282 Space Above This Line For Recording Data

## **GENERAL WARRANTY DEED**

THIS WARRANTY DEED, made the 27th day of February, 2015 by Kipling Street, LLC, a Florida limited liability company, whose post office address is, 821 E Gadsden Street, Pensacola, FL 32501, herein called the grantor, to Charles E. Gibson, II, and Jennifer Jo Gibson, husband and wife, whose post office address is 4344 Langley Ave, Unit 211, Pensacola, FL 32514, hereinafter called the Grantees:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH: That the grantor, for and in consideration of the sum of TEN AND 00/100'S (\$10.00) Dollars and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee all that certain land situate in ESCAMBIA County, State of Florida, viz.:

Unit No. 211, Building C, of Bay Oaks Condominium, a Condominium according to the Declaration of Condominium thereof recorded in Official Records Book 5910, page 1542, of the Public Records of Escambia County, Florida, and all amendments thereto, together with its undivided share in the common elements.

Subject to easements and restrictions of record.

TOGETHER, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND, the grantor hereby covenants with said grantees that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2014.

IN WITNESS WHEREOF, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

iness #1 Signatur RMiter Witnyess #1 Printed Nan

Witness #2 Signature

Witness #2 Printed Name

STATE OF FLORIDA COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 27th day of February, 2015 by Kipling Street, LLC who is

personally known to me or has produced as identification.

SEAL

JENNIFER ROSE SPAIN MY COMMISSION # EE224597 **EXPIRES August 13, 2016** Ploridal totally Bervice.com

Printed Notary Name 13 201G My Commission Expires: AUGUS +

Notary Public: Jeno 1-68

Kipling Street, LL

Recorded in Public Records 03/23/2015 at 10:39 AM OR Book 7317 Page 1571. Instrument #2015021636, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording \$10.00 Deed Stamps \$0.70

#### THIS INSTRUMENT PREPARED BY AND RETURN TO:

Jennifer Spain Allure Title Company 821 E Gadsden Street Pensacola, Florida 32501 Property Appraisers Parcel Identification (Folio) Numbers: 01-2316-282 Space Above This Line For Recording Data

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Unit No. 211, Building C, of Bay Oaks Condominium, a Condominium according to the Declaration of Condominium thereof recorded in Official Records Book 5910, page 1542, of the Public Records of Escambia County, Florida, and all amendments thereto, together with its undivided share in the common elements.

Subject to easements and restrictions of record.

TOGETHER, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND, the grantor hereby covenants with said grantees that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2014.

IN WITNESS WHEREOF, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

eather te Witness #1 Printed Name

Witness #2 Signature

SEAL

Witness #2 Printed Name

STATE OF FLORIDA COUNTY OF ESCAMBIA

MARCH The foregoing instrument was acknowledged before me this 21th day of February, 2015 by Kipling Street, LLC who is

personally known to me or has produced as identification

Printed Notary My Commission Expires:

ashi

Notary Public:



Kipling Street LLC



Department of State / Division of Corporations / Search Records / Search by Entity Name /

## **Detail by Entity Name**

Florida Limited Liability Company KIPLING STREET, LLC

**Filing Information** 

 Document Number
 L13000175280

 FEI/EIN Number
 46-4358613

 Date Filed
 12/20/2013

 Effective Date
 12/19/2013

State FL

Status ACTIVE

Last Event REINSTATEMENT

Event Date Filed 05/26/2016

Principal Address

1307 E. Cervantes Street PENSACOLA, FL 32501

Changed: 06/11/2020

**Mailing Address** 

1307 E. Cervantes Street

PENSACOLA, FL 32501

Changed: 06/11/2020

Registered Agent Name & Address

SPAIN, BRANDON R 1307 E. Cervantes Street PENSACOLA, FL 32501

Name Changed: 05/26/2016

Address Changed: 06/11/2020

Authorized Person(s) Detail

Name & Address

Title MGRM

SPAIN, BRANDON R 1307 E. Cervantes Street PENSACOLA, FL 32501

## Annual Reports

 Report Year
 Filed Date

 2022
 04/27/2022

 2023
 04/12/2023

 2024
 05/01/2024

## **Document Images**

05/01/2024 ANNUAL REPORT	View image in PDF format
04/12/2023 ANNUAL REPORT	View image in PDF format
04/27/2022 ANNUAL REPORT	View image in PDF format
04/27/2021 ANNUAL REPORT	View image in PDF format
06/11/2020 ANNUAL REPORT	View Image in POF formal
04/15/2019 ANNUAL REPORT	View image in PDF format
04/30/2018 ANNUAL REPORT	Visw image in PDF format
05/01/2017 ANNUAL REPORT	View image in PDF format
05/26/2016 REINSTATEMENT	View image in PDF format
08/30/2014 CORLESTEOR	View image in PDF format
04/30/2014 ANNUAL REPORT	View image in PDF format
12/20/2013 Florida Limited Liability	View image in PDF format

Prepared by: Jason R. Mosley, of Mosley Law, PA 4655 Woodbine Rd. Pace, FL 32571

STATE OF FLORIDA COUNTY OF ESCAMBIA

#### **MORTGAGE**

This Mortgage ("Mortgage") is made and executed as of the 27th of February, 2015, by Charles E. Gibson, II, and Jennifer Jo Gibson, husband and wife, ("Mortgagor"), to JM Trust Investments, LLC, as mortgagee ("Mortgagee").

#### WITNESSETH:

Mortgagor, for and in consideration of the principal sum set forth in the encumbrance hereafter mentioned, the receipt of which is hereby acknowledged, and other good and valuable considerations, does hereby bargain, sell, convey, and grant unto Mortgagee, its successors and assigns, forever the following described parcel of real property in Escambia County, Florida, to-wit:

Condominium Unit No. 211, Building C, of Bay Oaks Condominium, a condominium according to the Declaration of Condominium recorded in O.R. Book 5910, Page 1542, and all exhibits and amendments thereof, of the Public Records of Escambia County, Florida, as amended by First Amendment of Declaration of Condominium of Bay Oaks Condominium dated April 25, 2007, filed April 26, 2007, recorded in Official Records Book 6133 Pages 1032 – 1037, of the Public Records of Escambia County, Florida, together with a 1% interest in the Common Elements thereof.

and all structures and improvements now or hereafter on said land and all fixtures attached thereto and all rents, issues, proceeds, and property accruing therefrom, and all gas, steam, electric, water and other heating, cooling, cooking, refrigerating, lighting, plumbing, ventilating, irrigating, and power systems, machines, equipment, appliances, fixtures and appurtenances which now or hereafter may pertain to or be used with, in or on said premises, even though they may be detached or detachable. Together with all building materials and equipment of every character and description, all lighting, heating, and plumbing fixtures of every character and description, and all other property and things now owned or hereafter acquired, used, or useful in connection with the construction of the buildings and improvements erected or to be erected on the above-described real estate, wherever the same may be located, whether on or adjacent to said real estate, in storage, or otherwise.

TO HAVE AND TO HOLD the same, together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining to Mortgagee, the successors and assigns of Mortgagee, in fee simple forever.

AND Mortgagor, for Mortgagor and the heirs and legal representatives of Mortgagor, covenants with



Mortgagee, and the successors and assigns of Mortgagee, that Mortgagor is indefeasibly seized of said property in fee simple; that Mortgagor has full power and lawful right to convey the same in fee simple as aforesaid; that it shall be lawful for Mortgagee, its successors and assigns, at all times peaceably and quietly to enter upon, hold, occupy, and enjoy said property and every part thereof; and the said property and every part thereof is free from all encumbrances of every kind and character except as is heretofore or hereafter indicated; and that the Mortgagor will make such further assurances to perfect the fee simple title to said land in Mortgagee, the successors and assigns of Mortgagee, as may reasonably be required; and that Mortgagor does hereby warrant title to said property and every part thereof, and will defend the same against the lawful claims of all persons whomsoever.

This conveyance is intended to be and is a mortgage to secure the payment of that certain promissory note between the Mortgagor and Mortgagee in the amount of Sixty-seven Thousand Dollars (\$67,000.00) executed on February 27, 2015.

## AND MORTGAGOR FURTHER COVENANTS AND AGREES AS FOLLOWS:

- 1. To pay all and singular the principal and interest, and other sums of money payable by virtue of all indebtedness described above, by virtue of any instrument or instruments evidencing one or more future or additional advances to be made under this Mortgage, and by virtue of any provision contained in this Mortgage, promptly on the days that the same respectively become due.
- 2. To keep perfect and unimpaired the security hereby given and to permit, commit or suffer no waste, impairment or deterioration of the said property or any part thereof.
- 3. To pay all and singular the taxes, assessments, levies, obligations and encumbrances of every nature now on said property or that hereafter may be levied, assessed or imposed thereon when due and payable according to law and before they become delinquent; and if the same not be promptly paid, Mortgagee may, at any time either before or after delinquency, pay the same without waiving or affecting its right to foreclose this mortgage or any other right hereunder and all sums so paid shall become a part of the indebtedness secured hereby and at the option of Mortgagee, shall bear interest from the date of each such payment at a rate one percentage point greater than the regular interest rate as provided in the note; provided, that the Mortgagor shall not, in any event, be liable to pay interest in excess of the highest rate permitted by law.
- To keep the improvements now or hereafter on the mortgaged property insured against loss by fire, windstorm and other hazards, casualties and contingencies in such amounts and for such periods as may be required by Mortgagee and to pay promptly when due all premiums for such insurance and if such premiums not be promptly paid, Mortgagee may, at any time either before or after delinquency, pay the same without waiving or affecting its right to foreclose this Mortgage or any other right hereunder and all sums so paid shall become a part of the indebtedness secured hereby and at the option of Mortgagee shall bear interest from the date of each such payment at a rate one percentage point greater than the regular interest rate as provided in the Note, provided, that the Mortgagor shall not in any event be liable to pay interest in excess of the highest rate permitted by law. The amounts of insurance required by Mortgagee shall be the minimum amounts for which said insurance may be written and the Mortgagor shall maintain such additional insurance as may be necessary to meet and fully comply with all co-insurance requirements contained in any of said policies to the end that Mortgagee shall not be a co-insurer thereunder. All insurance shall be carried in a company or companies approved by Mortgagee and all policies and renewals thereof shall be delivered to and held by Mortgagee. Each policy of insurance shall have attached to it a loss payable clause in favor of and in form acceptable to Mortgagee. In event any sum of money becomes payable under any such policy, Mortgagee shall have the option to receive and apply the same on account of the indebtedness secured hereby or to permit the Mortgagor to receive and use it or any part thereof, without thereby waiving or impairing any



right, lien, or equity under or by virtue of the Mortgage. Mortgage is empowered to adjust, compromise, submit to arbitration and appraisement and to collect and apply to the indebtedness secured hereby any claim for loss arising under any such insurance policy and to that end it is irrevocably appointed attorney-in-fact of Mortgagor to do all acts and execute all instruments necessary or appropriate for such purpose.

- 5. The Mortgagee shall have the right from time to time to expend such sums as it shall deem necessary to keep the improvements on said mortgaged property in good condition and repair, and all sums so expended shall be added to and become a part of the principal indebtedness secured by this Mortgage and shall bear interest and be payable as herein provided for the payment of such principal indebtedness and interest and the lien of this Mortgage shall extend to and secure the same.
- 6. That in the event a suit shall be instituted to foreclose this Mortgage, Mortgagee, its successors or assigns, shall be entitled to apply at any time pending such foreclosure suit to the court having jurisdiction thereof for the appointment of a receiver for all and singular the mortgaged property and of all rent, 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 Mortgagee, its successors or assigns, without reference to the adequacy or inadequacy of the value of the property hereby mortgaged or to the solvency or insolvency of the Mortgagor, his legal representatives or assigns, and that such rents, profits, incomes, issues and revenues shall be applied by such receiver to the payment of the mortgage indebtedness, costs and charges according to the order of said court.
- 7. In the event of any breach of this Mortgage of even date or default on the part of Mortgagor, or in the event that each and every stipulation, agreement, condition, and covenant of any promissory notes or Additional Advance Agreements mentioned above, or of any instruments secured by this Mortgage, or breach of any instruments securing any of the promissory notes and Additional Advance Agreements set forth above, are not duly, properly and fully performed, then in either or any such event all sums secured hereby remaining unpaid, with interest thereon, and all other sums of money secured hereby, shall become due and payable forthwith, or thereafter, at the option of Mortgagee, or its assigns, as fully and completely as if all of the said sums and moneys were originally stipulated to be paid on such date, anything in said promissory notes, Additional Advance Agreements, or other instruments or in this Mortgage to the contrary notwithstanding; and thereupon or thereafter, at the option of Mortgagee, or its assigns, without notice or demand, suit at law or an equity may be prosecuted as if all sums and moneys secured hereby had matured prior to its institution. Mortgagee, or its assigns, may foreclose this Mortgage, as to the amount so declared due and payable, and the mortgaged premises shall be sold to satisfy and pay the same with costs, attorney's fees, expenses and allowances.
- 8. This Mortgage shall become due and payable forthwith at the sole option of the Mortgagee if the Mortgagor shall convey away said premises or sell same under contract or if the legal or equitable title to said premises shall become vested in any other person or persons in any manner whatsoever; and it is expressly understood and agreed that in the event the Mortgagee is otherwise agreeable to the non-exercise of its said option, it may, as a condition or inducement to such non-exercise, require changes in the terms of this Mortgage and any note and Additional Advance Agreements the payment of which are secured hereby, to include without limitation, changes in the interest rate, amortization period and amount of monthly principal and interest installments.
- 9. That Mortgagor will not erect or permit to be erected any new building or structure on any of the land hereby mortgaged or add to, or permit to be added to, any of the existing improvements thereon without first having the written consent of Mortgagee; and in the event of any violation of this stipulation all



sums evidenced by said note and secured by this Mortgage, or either, shall immediately become due and payable and the mortgage forecloseable therefor, at the option of Mortgagee.

- 10. If foreclosure proceedings of any prior mortgage, or any second mortgage or any superior or junior lien of any kind upon the said mortgaged property or any part thereof (to include, without limitation, such liens held by Mortgagee) shall be instituted, Mortgagee may, at its option, immediately or thereafter declare this mortgage and all or any part of the indebtedness secured hereby due and payable forthwith, and thereupon may at its option proceed to foreclose this mortgage, all without notice. Mortgagee shall not invoke this paragraph if Mortgagor can provide adequate assurances that the lien can be satisfied in its entirety without jeopardizing the Mortgagee's interest.
- 11. To pay all and singular the costs, charges and expenses, including reasonable attorneys' fees and costs of abstracts of title, incurred or paid at any time by Mortgagee or its assigns in collecting or attempting to collect the indebtedness secured hereby or in foreclosing or attempting to foreclose this Mortgage or in enforcing any of its rights hereunder or incurred or paid by it because of the failure on the part of the Mortgagor promptly and fully to perform the agreements and covenants of the instrument or instruments evidencing the indebtedness secured hereby and this Mortgage; and said costs, charges and expenses shall be immediately due and payable and shall be secured by the lien of this Mortgage.
- 12. That, in order more fully to protect the security of this Mortgage, the Mortgagor, together with, and in addition to, the monthly payments under the terms of the note secured hereby, on the monthly due date of each monthly payment until said note is fully paid, will pay to Mortgagee, at Mortgagee's option exercisable at any time, the equivalent of one-twelfth (1/12) of the estimated annual taxes, assessments and insurance premiums on the real estate security hereinabove described, to be used by Mortgagee to pay said taxes, assessments, and insurance premiums. A breach of this obligation shall forthwith render all sums hereby, including accrued interest, immediately due and payable without notice and this Mortgage shall be forecloseable without notice, all at the option of Mortgagee, and waiver by Mortgagee of one or more breaches shall not constitute a waiver of any other or subsequent breach.
- The Mortgagor does also hereby assign, transfer, set over and pledge to Mortgagee, its successors and assigns, as further security and means for the discharge of the indebtedness, obligations, undertakings and liabilities secured hereby and those evidenced hereby, all leases of all or any part of the property hereby mortgaged now made, executed or delivered, whether written or verbal, or to be hereafter made, executed or delivered, whether written or verbal, or to be hereafter made, be the same written or verbal, and all of the rents, issues and profits of the said property and the improvements now or hereafter thereon, which rents, issues and profits may become due and payable at any time during the life of this Mortgage when any amount shall be due and unpaid by the Mortgagor hereunder or when the Mortgagor shall otherwise be in default hereunder, whether said rents, issues and profits shall be due from the present or any future tenants or lessees thereof, with full power and authority in Mortgagee or its assigns to collect and receive the same from said tenants or lessees or from any real estate agent or other person collecting the same, and to give proper receipts and acquittances therefor and after paying attorneys' fees and other expenses incurred in collecting the same to apply the net proceeds of such collection upon any and all indebtedness, obligations, undertakings or liabilities of the Mortgagor hereunder.
- 14. To the extent of the indebtedness of the Mortgager to Mortgagee secured hereby Mortgagee is hereby subrogated to the lien or liens and to the rights of the owners and holders thereof of each and every mortgage, lien or other encumbrance on the land described herein which is paid or satisfied, in whole or in part, from the proceeds of the loan secured by this Mortgage or from the proceeds of any future or additional advances, and the liens of said mortgages or other encumbrances, shall be and the same and each of them hereby are preserved and shall pass to and be held by Mortgagee herein as security for the indebtedness to Mortgagee hereby secured, to the same extent that it would have been preserved and would have been passed



to and been held by Mortgagee had it been duly and regularly assigned, transferred, set over and delivered unto Mortgagee and separate deed of assignment, notwithstanding the fact that the same may be satisfied and cancelled of record, it being the intention that the same will be satisfied and canceled of record by the holders thereof at or about the time of the recording of this Mortgage.

- and all payments, awards, judgments or settlements, including interest thereon, to which Mortgagor may be or may become entitled or which Mortgagor may receive by reason of injury or damage to, or loss of, the premises or any part thereof as a result of the exercise of the right of eminent domain. Notwithstanding any injury or damage to, or loss of, the premises or any part thereof as a result of the exercise of the right of eminent domain, Mortgagor shall continue to pay the indebtedness. All sums paid or payable to Mortgagor by reason of any injury or damage to, or loss of, the premises or any part thereof as a result of the exercise of the right of eminent domain shall be applied as follows: At Mortgagee's option and at Mortgagee's sole discretion, Mortgagee may either (i) apply the sum or any part thereof to the indebtedness, or (ii) require Mortgagor to repair, replace or reconstruct the premises or any part thereof and disburse such sums to Mortgagor to be applied against the costs and expenses thereof as incurred or paid by Mortgagor.
- 16. Mortgagor shall permit any person designated by Mortgagoe to visit and inspect the premises, to examine the books of account and other records of Mortgagor with respect to the premises, and to discuss the affairs, finances and accounts of Mortgagor with and to be advised as to the same by a knowledgeable and duly authorized officer of Mortgagor, all at such reasonable times and intervals as Mortgagee may desire.
- 17. Mortgagor shall not create any liens or encumbrances on the real property which are junior or inferior in terms of priority, to this Mortgage, nor sell, convey or transfer its interest in the real property unless Mortgagee shall give its consent in writing prior to such act or acts. A breach of this provision on the part of the Mortgagor shall constitute a default under the provisions hereof, giving Mortgagee the right of acceleration of the maturity of the indebtedness secured hereby under the provisions hereof.

#### 18. Environmental Protection:

- A. Mortgagor represents and agrees that Mortgagor has not caused and will not cause or permit any hazardous material to be brought upon, kept, or used in or about the demised premises by Mortgagor, Mortgagor's agents, employees, contractors, or invitees, except for such hazardous material as is necessary to Mortgagor's business; provided that any such hazardous material permitted on the premises, and all containers therefore, have been and shall be used, kept, stored, and disposed of in a manner that complies with all federal, state, and local laws or regulations applicable to such hazardous material.
- B. Mortgagor represents and agrees that Mortgagor has not and shall not discharge, leak, or emit, or permit to be discharged, leaked, or emitted, any material into the atmosphere, ground, sewer system, or any body of water, if that material (as is reasonably determined by any governmental authority) does or may pollute or contaminate the same, or may adversely affect (1) the health, welfare, or safety of persons, whether located on the demised premises or elsewhere, or (2) the condition, use, or enjoyment of the demised premises or any other real or personal property.
- C. As used in this paragraph, the term "hazardous material" means (1) any "hazardous waste" as defined by the Resource Conversation and Recovery Act of 1976, as amended from time to time, and regulations promulgated thereunder; (2) any "hazardous substance" as defined by the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended from time to time, and regulations promulgated thereunder; (3) any oil, petroleum products, and their by-products; and (4) any substance that is or becomes regulated by any federal, state, or local governmental authority.

- D. Mortgagor hereby agrees Mortgagor shall be fully liable for all costs and expenses related to the use, storage, and disposal of hazardous material kept or permitted on the demised premises by Mortgagor, and Mortgagor shall give immediate notice to Mortgagee of any violation or potential violation of the foregoing provisions. Mortgagor shall defend, indemnify and hold harmless Mortgagee and its agents from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs, or expenses (including, without limitation, attorney and consultant fees, court costs, and litigation expenses) of whatever kind or nature, known or unknown, contingent or otherwise, arising out of or in any way related to (1) the presence, disposal, release, or threatened release of any hazardous material that is on, from, or affecting the soil, water, vegetation, buildings, personal property, persons, animals, or otherwise; (2) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to any such hazardous material; (3) any lawsuit brought or threatened, settlement reached, or government order relating to any such hazardous material; or (4) any violation of any laws applicable thereto.
- E. The failure of the Mortgagor to comply fully with all requirements in subparagraphs A through D, inclusive, shall constitute a default under this Mortgage and under the note or other obligations secured thereby.

IN WITNESS WHEREOF, the Mortgagor has caused this Mortgage to be executed the day and year first above written.

Signed, sealed and delivered in the presence of:

Witness Printed Name

Charles E. Gibson, II

Witness Printed Name

ennifer Jo Gibson



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

The foregoing instrument was acknowledged before parthis 27th day of February 2015 by Charles E. Gibson, II, and Jennifer Jo Gibson, ( ) who are personally known to me or ( ) who produced as identification.

FIORIda DL

NOTARY PUBLIC - STATE OF FLORIDA Printed Name: Denoit ex Section My Commission Expires: His Us of 1,



## **EXHIBIT "A"**

## **LEGAL DESCRIPTION**

Unit No. 211, Building C, of Bay Oaks Condominium, a Condominium according to the Declaration of Condominium thereof recorded in Official Records Book 5910, page 1542, of the Public Records of Escambia County, Florida, and all amendments thereto, together with its undivided share in the common elements.

Recorded in Public Records 9/16/2021 11:06 AM OR Book 8618 Page 684, Instrument #2021101885, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording \$10.00

Recorded in Public Records 9/8/2021 9:31 AM OR Book 8613 Page 116, Instrument #2021098727, Pam Childers Clerk of the Circuit Court Escambia County, FL

Filing # 133764485 E-Filed 08/31/2021 01:50:53 PM

IN THE COUNTY COURT IN AND FOR ESCAMBIA COUNTY, FLORIDA

CASE NO: 2020 SC 000320

PORTFOLIO RECOVERY ASSOCIATES, LLC 120 CORPORATE BLVD NORFOLK, VA 23502

**Plaintiff** 

VS.

CHARLES GIBSON II 1014 UNDERWOOD AVE E PENSACOLA, FL 32504

Defendant

CERTIFIED TO BE A TRUE COPY OF THE
ORIGINAL ON FILE IN THIS OFFICE
WITNESS MY HAND AND OFFICIAL SEAL
PAM CHILDERS
CLERK, OF THE CIRCUIT COURT & COMPTROLLER

DUNTY, FLORIDA

\_\_D.C.

## FINAL JUDGMENT

CIBCUIT

At a Small Claims Pretrial Conference on June 23, 2021, the Plaintiff appeared but the defendant did not after proper Notice. As a result, the plaintiff is entitled to a Final Judgment and it is,

ORDERED AND ADJUDGED that the plaintiff recover from the defendant, CHARLES GIBSON II, \$1,139.28, plus court costs of \$378.50, for all of which let execution issue.

DONE AND ORDERED in chambers, Pensacola, ESCAMBIA County, Florida.

Copies furnished to: HAYT, HAYT & LANDAU, P.L. Attorney for Plaintiff

Defendant

HHL File # 427851 Last 4 Digits of Account # Recorded in Public Records 06/20/2016 at 12:57 PM OR Book 7542 Page 1907, Instrument #2016045760, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording \$10.00

	1019		he Treasury - Inte	rnal Revenue Service	e
Form 668 (Y)( (Rev. February 2004	· -	•	of Federal T		
	ESS/SELF EMPL		For Option	al Use by Recording Office	
Code, we are have been as a demand for there is a lie property bel	e giving a notice ssessed against the r payment of the in in favor of the longing to this t	1, 6322, and 6323 that taxes (includin he following-named is liability, but it release United States on a axpayer for the amo, and costs that may	g interest and per taxpayer. We hav mains unpaid. The Il property and ri bunt of these taxo	nalties) e made erefore, ghts to	
Name of Taxp	ayer JENNIFEF	R N GIBSON			
Residence		OOUBT AVE A, FL 32507			
unless notice	of the lien is refile following such dat	ORMATION: For each do by the date given in the case a certification of the company of the case of the	column (e), this notic	e shall,	
Kind of Tax (a)	Tax Period Ending (b)	Identifying Number	Date of Assessment (d)	Last Day for Refiling (e)	Unpaid Balance of Assessment (f)
1040 1040	12/31/2010 12/31/2011	xxx-xx xxx-xx	05/05/2014 04/28/2014	06/04/2024 05/28/2024	6266.35 8827.45
Place of Filing	CLERK ESCAMB	OF CIRCUIT COLIA COUNTY OLA, FL 32595	URT	Total	\$ 15093.80
	as prepared and s	signed at	ALTIMORE, ME	)	, on this,
the	day of	<u>2016</u> .			
Signature for DEANN	Cheng () BENDER	under	Title ACS W&I (800) 8	29-7650	13-00-0000

Recorded in Public Records 1/11/2023 11:10 AM OR Book 8915 Page 415, Instrument #2023002348, Pam Childers Clerk of the Circuit Court Escambia County, FL

Filing # 163907890 E-Filed 12/31/2022 02:27:53 PM

CAPITAL ONE BANK (USA),N.A., 15000 CAPITAL ONE DRIVE RICHMOND VA, 23238 IN THE COUNTY COURT IN AND FOR ESCAMBIA COUNTY, FLORIDA

Plaintiff,

VS.

CASE NO: 2019 SC 000041

JENNIFER J GIBSON 4344 LANGLEY AVE APT C211 PENSACOLA FL, 32504

Defendant.	

## FINAL JUDGMENT

At a Small Claims Pretrial Conference on March 5, 2021, the parties appeared and entered into a courtordered payment plan. The plaintiff notified the court that the defendant failed to pay as agreed.

ORDERED AND ADJUDGED that the plaintiff shall recover from Defendant, JENNIFER J GIBSON, \$3818.64, for which let execution issue.

It is further ordered and adjudged that the Defendant shall complete Florida Small Claims Rules Form 7.343 (Fact Information Sheet) 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 7.343 and return it to the plaintiff's attorney.

DONE AND ORDERED in chambers, Pensacola, ESCAMBIA County, Florida.

Copies furnished to: Joseph F. Rosen, Esq. Attorney for Plaintiff Pollack & Rosen, P.A. 806 Douglas Road, Suite 200 Coral Gables, Florida 33134 Telephone No: 305-448-0006 LegalPleadings@Pollackrosen.com

JENNIFER J GIBSON 4344 LANGLEY AVE APT C211 PENSACOLA FL, 32504

MATTER NO: 3216591

CAPITAL ONE BANK (USA),N.A., 15000 CAPITAL ONE DRIVE RICHMOND VA, 23238 IN THE COUNTY COURT IN AND FOR ESCAMBIA COUNTY, FLORIDA

Plaintiff,

SMALL CLAIMS DIVISION

VS.

CASE NO: 2019 SC 000041

JENNIFER J GIBSON
4344 LANGLEY AVE APT C211
PENSACOLA FL, 32504

Defendant

## **FACT INFORMATION SHEET**

-uii Legai Name:					
Nicknames or Aliases:					_
Residence Address:					_
Mailing Address (if different):					
Telephone Numbers: (Home)	()	<u>-</u>	(Busines	s) ()	_
Name of Employer:					_
Address of Employer:					_
Position or Job Description: _					
Rate of Pay:		\$	per		
Average Paycheck:	\$		per		
Average Commissions or Bor	nuses:	\$	_ per		
Commissions or bonuses are	based on				
Other Personal Income:	\$		per		
Explain details on the back of	of this sheet o	or on an add	itional sheet if	necessary.)	
Social Security Number:	E	Birthdate:	_//		
Driver's License Number:					
Marital Status:					
Spouse's Name:					

<del></del>
Birthdate://
\$ per
\$ per (Explain details on back of this sheet or an additional sheet if necessary.)
ments you may have, including stocks, mutual funds, savings sheet or an additional sheet if necessary.
and addresses if not living with you):
per
You Spouse Other Person
Account #
Account #
Buying:

(Attach a copy of the deed or mortgage, or list the legal description of the property on the back of this sheet or on an additional sheet if necessary. Also provide the same information on any other property you own or are buying.)

For All Motor Vehicles You Own or Are Buying:

Year/Make/Model					-
Color					_
Vehicle ID #					_
Tag #					_
Mileage					_
Names on Title					_
Present Value	\$	<del>-</del>	\$		_
Loan Owed to				•	-
Balance on Loan	\$		\$		_
Monthly Payment	\$		\$		_
(List all other automobiles, on the back of this sheet or				cles, bicycles, or	aircraft,
Have you given, sold, loane person in the last year? _ price, and give the name ar	If your answe	er is "yes," desc	ribe the property	y, market value a	-
Does anyone owe you Mon	ey? Amou	nt owed: \$			
Name and Address of Pers	on Owing Money:				
Reason money is owed:					
Please attach copies of the	following:				
a. Your last pay stub.					

- b. Your last 3 statements for each bank, savings, credit union or other financial account.
- c. Your motor vehicle registrations and titles.
- d. Any deeds or titles to any real or personal property you own or are buying, or leases to property you are renting.

MATTER NO: 3216591

UNDER PENALTY OF PERJURY, I SWEAR OR AFFIRM THAT THE FOREGOING ANSWER ARE TRUE AND COMPLETE.						
JENNIFER J GIBSON						
STATE OF FLORIDA						
COUNTY OF	d before me en	bu				
The foregoing instrument was acknowledge, who is personally known to identification and who did/did not take an oath.	me or has produced	by as				
WITNESS my hand and official seal, on	·					
N	OTARY PUBLIC, STATE OF AT LARGE					
My Commission Expires:						
MAIL OR DELIVER THIS FORM TO Pollack & Rosen, P.A. 806 Douglas Road, Suite 200 Coral Gables, Florida 33134						

## STATE OF FLORIDA COUNTY OF ESCAMBIA

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

**CERTIFICATE # 00187 of 2022** 

I, PAM CHILDERS, CLERK OF THE CIRCUIT COURT OF ESCAMBIA COUNTY, FLORIDA, do hereby certify that I did on January 16, 2025, mail a copy of the foregoing Notice of Application for Tax Deed, addressed to:

CHARLES E GIBSON II 1014 UNDERWOOD AVE STE PENSACOLA, FL 32504-8929	E 1014 U	INDER	O GIBSON RWOOD AVE STE E FL 32504-8929			·			
1		JM TRUST INVESTMENTS, LLC 4655 WOODBINE RD PACE, FL 32571		CAPITAL ONE BANK (USA) NA 15000 CAPITAL ONE DRIVE RICHMOND, VA 23238					
		4344 LANGLEY UNIT 211 434		4344	ENNIFER JO GIBSON 344 LANGLEY UNIT 211 ENSACOLA FL 32504				
		PORTFOLIO RECOVERY ASSOCIAT 120 CORPORATE BLVD NORFOLK, VA 23502		TES L	JENNIFER GIBSON 2414 REDOUBT AVE PENSACOLA, FL 32507				
-	BAY OAKS CO 4344 LANGLE PENSACOLA, I				INC.	C. IRS COLLECTION ADVISORY GRO 400 W BAY STREET STOP 5710 JACKSONVILLE FL 32202			Y GROUP

WITNESS my official seal this 16th day of January 2025.

COMPTAGO BANGO BAN

PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

By: Emily Hogg Deputy Clerk

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 March 5, 2025, UNLESS THE TAXES ARE PAID. SHOULD YOU NEED FURTHER INFORMATION CONTACT THE CLERK OF THE CIRCUIT COURT IMMEDIATELY AT 850-595-3793.

## NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That ATCF II FLORIDA-A LLC holder of Tax Certificate No. 00187, issued the 1st day of June, A.D., 2022 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:

UNIT 211 BUILDING C BAY OAKS CONDOMINIUM ALSO 1.00% INT IN COMMON ELEMENTS OR 7306 P 1834

**SECTION 12, TOWNSHIP 1 S, RANGE 29 W** 

TAX ACCOUNT NUMBER 012316282 (0325-41)

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

#### CHARLES E GIBSON II and JENNIFER JO GIBSON

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 March, which is the **5th** day of March 2025.

Dated this 17th day of January 2025.

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

Emily Hogg Deputy Clerk

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**Post Property:** 

4344 LANGLEY AVE 211 32504



PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

By: Emily Hogg Deputy Clerk

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UNIT 211 BUILDING C BAY OAKS CONDOMINIUM ALSO 1.00% INT IN COMMON ELEMENTS OR 7306 P 1834

**SECTION 12, TOWNSHIP 1 S, RANGE 29 W** 

TAX ACCOUNT NUMBER 012316282 (0325-41)

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

## **CHARLES E GIBSON II and JENNIFER JO GIBSON**

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 March, which is the **5th** day of March 2025.

Dated this 16th day of January 2025.

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:**

CHARLES E GIBSON II 1014 UNDERWOOD AVE STE E PENSACOLA, FL 32504-8929



PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

By: Emily Hogg Deputy Clerk

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 March 5, 2025, UNLESS THE TAXES ARE PAID. SHOULD YOU NEED FURTHER INFORMATION CONTACT THE CLERK OF THE CIRCUIT COURT IMMEDIATELY AT 850-595-3793.

## NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That ATCF II FLORIDA-A LLC holder of Tax Certificate No. 00187, issued the 1st day of June, A.D., 2022 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:

UNIT 211 BUILDING C BAY OAKS CONDOMINIUM ALSO 1.00% INT IN COMMON ELEMENTS OR 7306 P 1834

SECTION 12, TOWNSHIP 1 S, RANGE 29 W

TAX ACCOUNT NUMBER 012316282 (0325-41)

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Dated this 16th day of January 2025.

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#### **Personal Services:**

**JENNIFER JO GIBSON** 1014 UNDERWOOD AVE STE E PENSACOLA, FL 32504-8929



PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

By: Emily Hogg Deputy Clerk

# ESCAMBIA COUNTY SHERIFF'S OFFICE ESCAMBIA COUNTY, FLORIDA

## NON-ENFORCEABLE RETURN OF SERVICE 0325

**Document Number: ECSO25CIV002554NON** 

Agency Number: 25-003062

Court: TAX DEED
County: ESCAMBIA

Case Number: CERT NO 00187 2022

Attorney/Agent:
PAM CHILDERS
CLERK OF COURT
TAX DEED

Plaintiff:

RE: CHARLES E GIBSON AND JENNIFER JO GIBSON

Defendant:

Type of Process: NOTICE FOR APPLICATION FOR TAX DEED

Received this Writ on 1/28/2025 at 9:03 AM and served same at 9:18 AM on 1/29/2025 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:

CAR**N)**LEY, CPS

Service Fee:

\$40.00

Receipt No:

3ILL

## 2020-

## WARNING

THERE ARE UNPAID TAXES ON PROPERTY WHICH YOU OWN OR IN WHICH YOU HAVE A LEGAL INTEREST. THE PROPERTY WILL BE SOLD AT PUBLIC AUCTION ON March 5, 2025, UNLESS THE TAXES ARE PAID. SHOULD YOU NEED FURTHER INFORMATION CONTACT THE CLERK OF THE CIRCUIT COURT IMMEDIATELY AT 850-595-3793.

## NOTICE OF APPLICATION FOR TAX DEED

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UNIT 211 BUILDING C BAY OAKS CONDOMINIUM ALSO 1.00% INT IN COMMON ELEMENTS OR 7306 P 1834

**SECTION 12, TOWNSHIP 1 S, RANGE 29 W** 

TAX ACCOUNT NUMBER 012316282 (0325-41)

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

#### CHARLES E GIBSON II and JENNIFER JO GIBSON

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 March, which is the 5th day of March 2025.

Dated this 16th day of January 2025.

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:** 

4344 LANGLEY AVE 211 32504



PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

By:

Emily Hogg Deputy Clerk

# ESCAMBIA COUNTY SHERIFF'S OFFICE ESCAMBIA COUNTY, FLORIDA

## NON-ENFORCEABLE RETURN OF SERVICE

0325.41

**Document Number:** ECSO25CIV002514NON

Agency Number: 25-002992

Court: TAX DEED
County: ESCAMBIA

Case Number: CERT#00187 2022

Attorney/Agent:
PAM CHILDERS
CLERK OF COURT
TAX DEED

Plaintiff:

RE: JENNIFER JO GIBSON

**Defendant:** 

Type of Process: NOTICE OF APPLICATION FOR TAX DEED

Substitute

Received this Writ on 1/28/2025 at 8:58 AM and served same on JENNIFER JO GIBSON, in ESCAMBIA COUNTY, FLORIDA, at 1:30 PM on 1/29/2025 by leaving 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, at the within named individual's usual place of abode, with a person residing therein who is 15 years of age, or older, to wit: CHARLES GIBSON II, HUSBAND, as a member of the household and informing said person of their contents.

CHIP W SIMMONS, SHERIFF ESCAMBIA COUNTY, FLORIDA

By:

CARNL**E**Y, CPS

Service Fee: Receipt No:

\$40.00 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 March 5, 2025, UNLESS THE TAXES ARE PAID. SHOULD YOU NEED FURTHER INFORMATION CONTACT THE CLERK OF THE CIRCUIT COURT IMMEDIATELY AT 850-595-3793.

## NOTICE OF APPLICATION FOR TAX DEED

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Dated this 16th day of January 2025.

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:**

JENNIFER JO GIBSON 1014 UNDERWOOD AVE STE E

PENSACOLA, FL 32504-8929

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

By:

**Emily Hogg** Deputy Clerk

# ESCAMBIA COUNTY SHERIFF'S OFFICE ESCAMBIA COUNTY, FLORIDA

## NON-ENFORCEABLE RETURN OF SERVICE

**Document Number: ECSO25CIV002509NON** 

Agency Number: 25-002991

Court: TAX DEED
County: ESCAMBIA

Case Number: CERT#00187 2022

Attorney/Agent: PAM CHILDERS CLERK OF COURT TAX DEED

Plaintiff:

RE: CHARLES E GIBSON II

Defendant:

Type of Process: NOTICE OF APPLICATION FOR TAX DEED

Individual

Received this Writ on 1/28/2025 at 8:58 AM and served same on CHARLES E GIBSON II , at 1:30 PM on 1/29/2025 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

BA:

CARNLEY, CPS

Service Fee: Receipt No: \$40.00

Printed By: LSTRAVIS

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 March 5, 2025, UNLESS THE TAXES ARE PAID. SHOULD YOU NEED FURTHER INFORMATION CONTACT THE CLERK OF THE CIRCUIT COURT IMMEDIATELY AT 850-595-3793.

## NOTICE OF APPLICATION FOR TAX DEED

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## **Personal Services:**

CHARLES E GIBSON II 1014 UNDERWOOD AVE STE E PENSACOLA, FL 32504-8929

COMPTRO

PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

By: Emily Hogg Deputy Clerk

CHARLES E GIBSON II [0325-41] 1014 UNDERWOOD AVE STE E PENSACOLA, FL 32504-8929 JENNIFER JO GIBSON [0325-41] 1014 UNDERWOOD AVE STE E PENSACOLA, FL 32504-8929

9171 9690 0935 0128 0595 81

9171 9690 0935 0128 0595 98

JM TRUST INVESTMENTS, LLC [0325-41] 4655 WOODBINE RD PACE, FL 32571 CAPITAL ONE BANK (USA) NA [0325-41] 15000 CAPITAL ONE DRIVE RICHMOND, VA 23238

9171 9690 0935 0128 0594 75

9171 9690 0935 0128 0594 68

CHARLES E GIBSON [0325-41] 4344 LANGLEY UNIT 211 PENSACOLA FL 32504 JENNIFER JO GIBSON [0325-41] 4344 LANGLEY UNIT 211 PENSACOLA FL 32504

9171 9690 0935 0128 0594 51

9171 9690 0935 0128 0594 44

PORTFOLIO RECOVERY ASSOCIATES LTD [0325-41] 120 CORPORATE BLVD NORFOLK, VA 23502

JENNIFER GIBSON [0325-41] 2414 REDOUBT AVE PENSACOLA, FL 32507

9171 9690 0935 0128 0594 37

9171 9690 0935 0128 0594 20

BAY OAKS CONDOMINIUM ASSOCIATION, INC. [0325-41] 4344 LANGLEY AVE PENSACOLA, FL 32504

IRS COLLECTION ADVISORY GROUP
[0325-41]
400 W BAY STREET
STOP 5710
JACKSONVILLE FL 32202

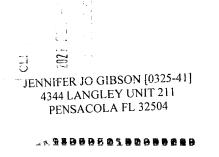
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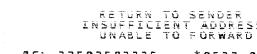
9171 9690 0935 0128 0594 06

dontact

Pam Childers
Clerk of the Circuit Court & Comptroller
Official Records
221 Palafox Place, Suite 110
Pensacola, FL 32502
9171 9690 0935 0128 0594 44

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Pam Childers quadient Clerk of the Circuit Court & Comptroller Official Records FIRST-CLASS MAIL 221 Palafox Place, Suite 110 Pensacola, FL-32502 9171 9690 0935 0128 0594 51 01/27/2025 ZIP 32502 043M31219251 CHARLES E GIBSON [0325-41] NIXIE 3 2 6 0002/04/25 4344 LANGLEY UNIT 211 PENSACOLA FL 32504 \_s.930303080808066 IA BC: 32502583335

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01/27/2025 ZIP 32502 043M31219251

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JENNIFER GIBSON [0325-41] 2414 REDOUBT AVE PENSACOLA, FL 32507

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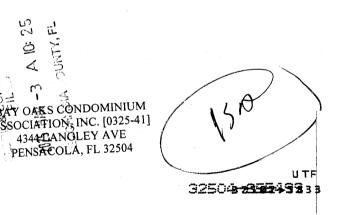
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JS POSTAG









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#### **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: 012316282 Certificate Number: 000187 of 2022

# Payor: JENNIFER JO GIBSON 1014 UNDERWOOD AVE STE E PENSACOLA, FL 32504-8929 Date 2/14/2025

 Clerk's Check #
 461089682
 Clerk's Total
 \$531.24

 Tax Collector Check #
 1
 Tax Collector's Total
 \$2,088.08

 Postage
 \$82.00

 Researcher Copies
 \$0.00

 Recording
 \$10.00

 Recording
 \$10.00

 Prep Fee
 \$7.00

 Total Received
 \$2,718.32

**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



## STATE OF FLORIDA

**County of Escambia** 

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

DATE - 03-05-2025 - TAX CERTIFICATE #00187

in the CIRCUIT Court

was published in said newspaper in the issues of

JANUARY 30 & FEBRUARY 6, 13, 20, 2025

Affiant further says that the said Escambia Sun-Press is a newspaper published at (Warrington) Pensacola, said Escambia County, Florida, and that the said newspaper has heretofore been continuously published in said Escambia County, Florida each week and has been entered as second class mail matter at the post office in Pensacola, in said Escambia and Santa Rosa Counties, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper. Affiant complies with all legal requirements for publication in chapter 50, Florida Statutes.

Will Pa

Digitally signed by Michael P Driver DN: c=US, o=The Escambia Sun Press LLC, dnQualifie=A01410D00001909385D40A000E97D9, cn=Michael P Driver Date: 2025.02.20 10:05:30 -06'00'

**PUBLISHER** 

Sworn to and subscribed before me this <u>20TH</u> day of <u>FEBRUARY</u>

**A.D.,** 2025

Pather Tuttle

Digitally signed by Heather Tuttle DN: c=US, o=The Escambia Sun Press LLC, dnQualifier=A01410C000001890CD5793600064AAE, cn=Heather Tuttle Date: 2025.02.20 10:18:09-06'00'

HEATHER TUTTLE NOTARY PUBLIC



HEATHER TUTTLE Notary Public, State of Florida My Comm. Expires June 24, 2028 Commission No. HH 535214 NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That ATCF II FLORIDA-A LLC holder of Tax Certificate No. 00187, issued the 1st day of June, A.D., 2022 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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TAX ACCOUNT NUMBER 012316282 (0325-41)

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Dated this 27th day of January 2025.

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

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

oaw-4w-01-30-02-06-13-20-2025