

# **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

0924-31

Part 1: Tax Deed	Application Infor	mation	<u> </u>				0424-3
Applicant Name Applicant Address	FNA DZ, LLC FNA DZ, LLC FBO 201 W LAKE ST #1 CHICAGO, IL 606	65			Applic	cation date	Apr 03, 2024
Property description	WALDEN COLTON 9470 HUMMINGBIF PENSACOLA, FL	RD BLVD			Certif	icate#	2022 / 768
	2011 OLIVE RD 02-2705-000 BEG AT NE COR C RD FOR POB CON MIN 36 SE (Full leg	OF LT 4 S T TINUE S 1	54 2/10 FT		Date	certificate issued	06/01/2022
Part 2: Certificate	es Owned by App	licant an	d Filed wi	ith Tax Deed	Applic	ation	
Column 1 Certificate Numbe	Colum To Date of Certifi		1	olumn 3 unt of Certificate		Column 4 Interest	Column 5: Total (Column 3 + Column 4)
# 2022/768	06/01/2	022		1,659.92		83.00	1,742.92
						→Part 2: Total*	1,742.92
Part 3: Other Cei	tificates Redeem	ed by Ap	plicant (C	ther than Co	unty)	•	
Column 1 Certificate Number	Column 2 Date of Other Certificate Sale	Face A	umn 3 mount of Certificate	Column 4 Tax Collector's I	Fee	Column 5 Interest	Total (Column 3 + Column 4 + Column 5)
# 2023/737	06/01/2023		1,633.14		6.25	97.31	1,736.70
	· · · · · · · · · · · · · · · · · · ·					Part 3: Total*	1,736.70
Part 4: Tax Colle	ector Certified Am	ounts (Li	ines 1-7)				
Cost of all certi	ficates in applicant's	possessio	n and other			l by applicant f Parts 2 + 3 above)	3,479.62
2. Delinquent taxe	es paid by the applica	ant					0.00
3. Current taxes p	paid by the applicant						1,486.33
4. Property inform	nation report fee						200.00
5. Tax deed appli	cation fee						175.00
6. Interest accrue	d by tax collector und	der s.197.5	642, F.S. (s	ee Tax Collecto	r Instru	ections, page 2)	0.00
7.					Tot	al Paid (Lines 1-6)	5,340.95
	iformation is true and				y inform	nation report fee, an	d tax collector's fees
Sign here MM	LIT LAWY				Da	<u>Escambia,</u> Florid ate <u>April 15th, 2</u>	
∧ <sup>Sig</sup> ne	ingre, rax conector or Des	Si Nele					

1#6.25

Par	t 5: Clerk of Court Certified Amounts (Lines 8-14)
8.	Processing tax deed fee
9.	Certified or registered mail charge
10.	Clerk of Court advertising, notice for newspaper, and electronic auction fees
11.	Recording fee for certificate of notice
12.	Sheriff's fees
13.	Interest (see Clerk of Court Instructions, page 2)
14.	Total Paid (Lines 8-13)
15.	Plus one-half of the assessed value of homestead property, if applicable under s. 197.502(6)(c), F.S.
16.	Statutory opening bid (total of Lines 7, 14, 15, and 16 if applicable)
Sign h	nere: Date of sale 09/04/2024 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.

BEG AT NE COR OF LT 4 S TO S R/W LI OF OLIVE RD FOR POB CONTINUE S 154 2/10 FT N 89 DEG 58 MIN 36 SEC W 71 82/100 FT N 154 2/100 FT N 89 DEG 53 MIN E 71 82/100 FT TO POB LT 8 OF AN UNRECORDED PLAT S/D OF SE1/4 PLAT DB 100 P 494 OR 7833 P 1208 LESS OR 3562 P 727 SR 290 OLIVE RD R/W LESS OR 3560 P 87 RD R/W

#### APPLICATION FOR TAX DEED

Section 197.502, Florida Statutes

Application Number: 2400050

To: Tax Collector of	ESCAMBIA COUNTY	, Florida
I,		
FNA DZ, LLC		
FNA DZ, LLC FBO WSF	S	
201 W LAKE ST #165		
CHICAGO, IL 60606,		

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
02-2705-000	2022/768	06-01-2022	BEG AT NE COR OF LT 4 S TO S R/W LI OF OLIVE RD FOR POB CONTINUE S 154 2/10 FT N 89 DEG 58 MIN 36 SEC W 71 82/100 FT N 154 2/100 FT N 89 DEG 53 MIN E 71 82/100 FT TO POB LT 8 OF AN UNRECORDED PLAT S/D OF SE1/4 PLAT DB 100 P 494 OR 7833 P 1208 LESS OR 3562 P 727 SR 290 OLIVE RD R/W LESS OR 3560 P 87 RD R/W

#### 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 FNA DZ, LLC FNA DZ, LLC FBO WSFS 201 W LAKE ST #165 CHICAGO, IL 60606

<u>04-03-2024</u> Application Date

Applicant's signature



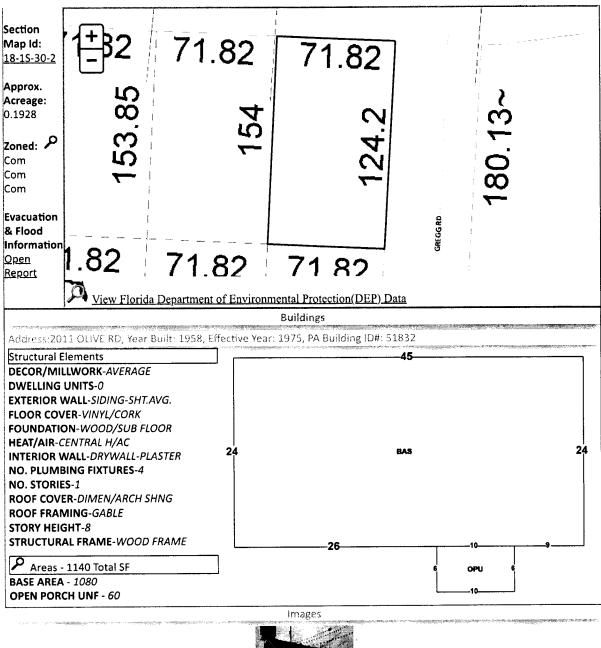
**Real Estate Search** 

**Tangible Property Search** 

Sale List

Back

Printer Friendly Version Nav. Mode Account O Parcel ID General Information Assessments Parcel ID: 1815305201008004 Year Land Imprv Total Cap Val \$99,342 2023 \$69,223 \$30,119 \$99.342 Account: 022705000 Owners: WALDEN COLTON 2022 \$69,223 \$30,141 \$99,364 \$99,364 9470 HUMMINGBIRD BLVD 2021 \$69,223 \$29,003 \$98,226 \$98,226 Mail: PENSACOLA, FL 32514 Situs: 2011 OLIVE RD 32514 Disclaimer STORE, 1 STORY P Use Code: **Tax Estimator Taxing COUNTY MSTU Authority: Report Storm Damage** Tax Inquiry: Open Tax Inquiry Window Tax Inquiry link courtesy of Scott Lunsford **Enter Income & Expense Survey** Escambia County Tax Collector **Download Income & Expense Survey** 2023 Certified Roll Exemptions Sales Data Official None Records Sale Date Book Page Value Type (New Window) Legal Description BEG AT NE COR OF LT 4 S TO S R/W LI OF OLIVE RD FOR POB [b 02/05/2018 7849 260 \$100 OT CONTINUE S 154 2/10 FT N 89 DEG 58 MIN 36 SEC W 71 \$100 OT 01/03/2018 7833 1205 82/100... **P** 01/02/2018 7833 1208 \$165,000 WD \$100 QC 01/1999 4361 876 01/1977 1075 370 \$30,000 WD Extra Features Official Records Inquiry courtesy of Pam Childers None Escambia County Clerk of the Circuit Court and Comptroller Launch Interactive Map Parcel Information



5/23/2022 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.

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2024029205 4/19/2024 10:20 AM
OFF REC BK: 9133 PG: 1975 Doc Type: TDN

# NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That FNA DZ LLC holder of Tax Certificate No. 00768, 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:

BEG AT NE COR OF LT 4 S TO S R/W LI OF OLIVE RD FOR POB CONTINUE S 154 2/10 FT N 89 DEG 58 MIN 36 SEC W 71 82/100 FT N 154 2/100 FT N 89 DEG 53 MIN E 71 82/100 FT TO POB LT 8 OF AN UNRECORDED PLAT S/D OF SE1/4 PLAT DB 100 P 494 OR 7833 P 1208 LESS OR 3562 P 727 SR 290 OLIVE RD R/W LESS OR 3560 P 87 RD R/W

**SECTION 18, TOWNSHIP 1 S, RANGE 30 W** 

TAX ACCOUNT NUMBER 022705000 (0924-32)

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

#### **COLTON WALDEN**

Unless said certificate shall be redeemed according to law, the property described therein will be sold to the highest bidder at public auction at 9:00 A.M. on the first Wednesday in the month of September, which is the 4th day of September 2024.

Dated this 18th day of April 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.

COUNTRO

PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA



#### PROPERTY INFORMATION REPORT

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

THE ATTACHED	REPORT IS ISSUED TO:			
SCOTT LUNSFOR	D, ESCAMBIA COUNTY TAX	COLLECTOR		
TAX ACCOUNT #	02-2705-000	CERTIFICATE #: _	2022-0	768
REPORT IS LIMIT	NOT TITLE INSURANCE. THE ED TO THE PERSON(S) EXPR EPORT AS THE RECIPIENT(S	ESSLY IDENTIFIED B	BY NAME IN TH	E PROPERTY
listing of the owner( tax information and encumbrances recor title to said land as l	t prepared in accordance with the (s) of record of the land described a listing and copies of all open of ded in the Official Record Books isted on page 2 herein. It is the rd. If a copy of any document listely.	I herein together with cur r unsatisfied leases, mor s of Escambia County, F esponsibility of the part	rrent and delinquitgages, judgments lorida that appear y named above to	ent ad valorem s and to encumber the verify receipt of
and mineral or any s	ject to: Current year taxes; taxes subsurface rights of any kind or n rlaps, boundary line disputes, and on of the premises.	ature; easements, restric	tions and covenar	nts of record;
-	ot insure or guarantee the validity surance policy, an opinion of title		The state of the s	
Use of the term "Re	port" herein refers to the Property	y Information Report an	d the documents a	attached hereto.
Period Searched:	May 3, 2004 to and includ	ing May 3, 2024	_ Abstractor:	Pam Alvarez
BY				

Michael A. Campbell, As President

Malphel

Dated: May 26, 2024

#### PROPERTY INFORMATION REPORT

**CONTINUATION PAGE** 

May 26, 2024

Tax Account #: 02-2705-000

- 1. The Grantee(s) of the last deed(s) of record is/are: COLTON WALDEN
  - By Virtue of Warranty Deed recorded 1/3/2018 in OR 7833/1208
- 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 Robert Paul Whitfield Sr as Trustee of the Whitfield Trust dated January 18, 1999 recorded 1/3/2018 OR 7833/1210
- 4. Taxes:

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

Tax Account #: 02-2705-000 Assessed Value: \$99,342.00

**Exemptions: NONE** 

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

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

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

# PERDIDO TITLE & ABSTRACT, INC.

#### PROPERTY INFORMATION REPORT

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

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

**CERTIFICATION: TITLE SEARCH FOR TDA** 

TAX DEED SALE DATE:	SEPT 4, 2024
TAX ACCOUNT #:	02-2705-000
CERTIFICATE #:	2022-0768
those persons, firms, and/or ago	.522, Florida Statutes, the following is a list of names and addresses of encies having legal interest in or claim against the above-described d tax sale certificate is being submitted as proper notification of tax deed
	nsacola, P.O. Box 12910, 32521 County, 190 Governmental Center, 32502 2023_ tax year.
COLTON WALDEN	COLTON WALDEN

9470 HUMMINGBIRD BLVD

PENSACOLA, FL 32514

ROBERT PAUL WHITFIELD SR AS TRUSTEE OF THE WHITFIELD TRUST DATED JANUARY 18, 1999 8118 BINKLEY STREET PENSACOLA, FL 32514

Certified and delivered to Escambia County Tax Collector, this 26th day of May, 2024.

PERDIDO TITLE & ABSTRACT, INC.

Malphel

**2011 OLIVE RD** 

PENSACOLA, FL 32514

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

May 26, 2024 Tax Account #:02-2705-000

# LEGAL DESCRIPTION EXHIBIT "A"

BEG AT NE COR OF LT 4 S TO S R/W LI OF OLIVE RD FOR POB CONTINUE S 154 2/10 FT N 89 DEG 58 MIN 36 SEC W 71 82/100 FT N 154 2/100 FT N 89 DEG 53 MIN E 71 82/100 FT TO POB LT 8 OF AN UNRECORDED PLAT S/D OF SE1/4 PLAT DB 100 P 494 OR 7833 P 1208 LESS OR 3562 P 727 SR 290 OLIVE RD R/W LESS OR 3560 P 87 RD R/W

**SECTION 18, TOWNSHIP 1 S, RANGE 30 W** 

TAX ACCOUNT NUMBER 02-2705-000(0924-32)

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

Prepared by and Return to Julie Messer, an employee of First International Title, Inc. 411 W Gregory Street Pensacola, FL 32502 File No.: 114666-59

### **WARRANTY DEED**

This indenture made on January 2, 2018, by **Robert Paul Whitfield, Sr., Trustee of the Whitfield Family Trust dated January 18, 1999 and Robert Paul Whitfield, Sr., a single person,** whose address is: 8118 Binkley Street, Pensacola, Fl. 32514, hereinafter called the "grantor",

to **Colton Walden** whose address is: 9470 Hummingbird Blvd, Pensacola, FL 32514 hereinafter called the "grantee":

(Which terms "Grantor" and "Grantee shall include singular or plural, corporation or individual, and either sex, and shall include heirs, legal representatives, successors and assigns of the same)

**Witnesseth**, that the grantor, for and in consideration of the sum of Ten Dollars, (\$10.00) 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, **Florida**, to-wit:

Commencing at the Northeast Corner of Lot 4 of a subdivision of the Southeast Quarter of Section 18, Township 1 South, Range 30 West, according to Plat recorded in Deed Book 100, at Page 494, of the Public Records of Escambia County, Florida, thence South to the South R/W line of Olive Road for the Point of Beginning; thence continue South 154.2 feet; thence North 89°58'36" West 71.82 feet; thence North 154.02 feet; thence North 89°53' East along South R/W line of Olive Road 71.82 feet to the Point of Beginning being Lot 8 of an unrecorded plat by J. W. Cook, Surveyor, dated March 27, 1958. Less and except that portion described in Official Records Book 3562, page 727, of the Public Records of Escambia County, Florida.

Parcel Identification Number: 181S30-5201-008-004

**The land** is not the homestead of the Grantor under the laws and Constitution of the State of Florida and neither the Grantor nor any person(s) for whose support the Grantor is responsible reside on or adjacent to the land.

**Subject to** all reservations, covenants, conditions, restrictions and easements of record and to all applicable zoning ordinances and/or restrictions imposed by governmental authorities, if any.

**Together** with all the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining.

To Have and to Hold, the same in fee simple forever.

**And** the grantor hereby covenants with said grantee 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; that the grantor hereby fully 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 31st of 2017.

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

Robert Paul Whitfield, Sr., Trustee of the Whitfield Family

Trust dated January 18, 1999

Robert Paul Whitfield, Sr., as Trustee

Robert Paul Whitfield, Sr., as individually

Signed, sealed સાત્ર delivered in our presence:

Vitness Signature

Print Name: Julie H. M.

itness Signature

Print Name: Robert Grapatiello

State of FLORIDA

County of Escambia

The Foregoing Instrument Was Acknowledged before me on January 2, 2018 by Robert Paul Whitfield, Sr., Trustee of the Whitfield Family Trust dated January 18, 1999 and Robert Paul Whitfield, a single person, who is/are personally known to me.

Notary Public

Printed Name:

My Commission expires:

Notary Public State of Florida
Julie A Messer
My Commission: FF 960619
Expires 03/21/2020

3771.8

Prepared by and Return to: Julie Messer First International Title - Pensacola Branch Downtown 411 W Gregory St Pensacola, FL 32502

File Number: 114666-59

(Space Above This Line For Recording Data)

#### MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on the 2nd day of January, 2018 A.D.

The Mortgagor is Colton Walden Whose address is 9470 Hummingbird Blvd, Pensacola, Florida 32514 ("Borrower"),

This Security Instrument is given to Robert Paul Whitfield, Sr., as Trustee of the Whitfield Trust dated January 18, 1999, and whose address is 8118 Binkley Street, Pensacola, Fl. 32514, ("Lender"). Borrower owes Lender the principal sum of \$165,000.00 (U.S. One Hundred Sixty Five Thousand and 00/100 Dollars).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payment, with the full debt, if not paid earlier, due and payable on February 1, 2018.

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, which interest, and all renewals, extensions and modification of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this security instrument and the Note. For this purpose, Borrower does hereby Mortgage, grant and convey to Lender the following described property located in Escambia County, Florida.

Commencing at the Northeast Corner of Lot 4 of a subdivision of the Southeast Quarter of Section 18, Township 1 South, Range 30 West, according to Plat recorded in Deed Book 100, at Page 494, of the Public Records of Escambia County, Florida, thence South to the South R/W line of Olive Road for the Point of Beginning; thence continue South 154.2 feet; thence North 89°58'36" West 71.82 feet; thence North 154.02 feet; thence North 89°53' East along South R/W line of Olive Road 71.82 feet to the Point of Beginning being Lot 8 of an unrecorded plat by J. W. Cook, Surveyor, dated March 27. 1958. Less and except that portion described in Official Records Book 3562, page 727, of the Public Records of Escambia County, Florida.

THIS MORTGAGE IS BEING MADE FOR INVESTMENT PURPOSES ONLY.

Which has the address of .

2011 East Olive Road, Pensacola, Florida 32514 ("property address");

**TOGETHER WITH** all the improvements now or hereafter erected on the property, and all easements, appurtenances and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

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

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

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

- PAYMENT OF PRINCIPAL AND INTEREST, PREPAYMENT AND LATE CHARGES. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.
- 2. FUNDS FOR TAXES AND INSURANCE. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the property if any; (c) yearly hazard or property insurance premium; (d) yearly flood insurance premiums, if any, (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment or mortgage insurance premiums.

  These items are called "Escrow Items" Lender may, at any time, collect and hold funds in an amount not to

These items are called "Escrow Items" Lender may, at any time, collect and hold funds in an amount not to exceed the maximum amount, a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESP A") unless another law that applies to the Funds set a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures or future escrow items or otherwise wit applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and

Initials	Cu	Page 1

applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual account of the Funds. Showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amount permitted to be held by Applicable Law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case, Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

- 3. APPLICATION OF PAYMENTS. Unless applicable law provides otherwise, all payment received by Lender under paragraphs 1 and 2 shall be applied first,. To any prepayment charges due under the Note, second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due, and last, to any late charges due under the Note.
- 4. CHARGES, LIENS. Borrower shall pay all taxes, assessments, charges, finds and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices or amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument less

Borrower; (a) agrees in writing to the payment of the obligation security by the lien in a manner acceptable to Lender (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien, of (c) secures from the holder of the lien on agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. HAZARD OR PROPERTY INSURANCE. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval, which shall not be unreasonably withheld.

If Borrower fails to maintain coverage described above, Lender may, at Lenders option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds, Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to Principal shall not extend or postpone the due date of the monthly payments referred to in paragraph 1 and 2 or change the amount. of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's rights to any insurance policies and proceeds resulting from damage to the property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition

OCCUPANCY, PRESERVATIONS, MAINTENANCE AND PROTECTION OF THE PROPERTY, BORROWER'S LOAN APPLICATION; LEASEHOLDS. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allows the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrowers, may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security instrument is on leasehold,

Initials Page	:	2
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Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing

7. PROTECTION OF LENDER'S RIGHTS IN THE PROPERTY. If borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorney's fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable with interest, upon notice from Lender to

Borrower requesting payment.

- 8. MORTGAGE INSURANCE. If Lender required mortgage insurance as a condition of making the loan secured by the Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the costs to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between borrower and Lender or applicable law.
- INSPECTION. Lender or its agent may make reasonable entries upon and inspection of the Property.
   Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. CONDEMNATION. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction; (a) the total amount of the sums secured immediately before the taking divided by (b) the fair market value of the property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of a Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemner offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

- 11. BORROWER NOT RELEASED; FORBEARANCE BY LENDER NOT A WAIVER. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason or any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right to remedy shall not be a waiver of or preclude the exercise of any right of remedy.
- 12. SUCCESSORS AND ASSIGNS BOUND; JOINT AND SEVERAL LIABILITY; COSIGNERS. The Covenants and agreements of the security instrument shall bind and benefit the successors and assigns of Lender and Borrower. Subject to the provisions or paragraph 17. Borrower's covenants and agreements shall be joint and several. Any borrower who co-signs this Security Instrument but does not execute the Note; (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument (b) is not personally obligated to pay the sums secured by this Security Instrument, and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.
- 13. LOAN CHARGES. If the loan secured by this Security Instrument is subject to the law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

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- 14. NOTICES. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address designated by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.
- 15. GOVERNING LAW; SEVERABILITY. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security instrument or the note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.
- 16. BORROWER'S COPY. Borrower shall be given one conformed copy of the Note and of this Security Instrument.
- 17. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER. If all of any part of the Property or any interest in it is sold or transferred (of it a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at it option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

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

18. BORROWER'S RIGHT TO REINSTATE. If borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before said of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorney's fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security instrument shall continue unchanged.

Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration has occurred. However this right to reinstate shall not apply in the case of acceleration under paragraph 17.

- 19. SALE OF NOTE; CHANGE OF LOAN SERVICER. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A Sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one of more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The Notice will state the name and address of the New Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.
- 20. HAZARDOUS SUBSTANCES. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the property that is in violation of any environmental law. The preceding two sentences shall not apply to the presence, use or storage on the Property of small quantities of hazardous substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property in any Hazardous Substance of Environmental Law or which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials, as used in this paragraph 20, "Environmental Law", means Federal laws and laws of the jurisdiction where the property is located that relate to health, safety or environmental protection.

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

21. ACCELERATION: REMEDIES. LENDER SHALL GIVE NOTICE TO BORROWER PRIOR TO ACCELERATION FOLLOWING BORROWER'S BREACH OR ANY COVENANT OR AGREEMENT IN THIS SECURITY INSTRUMENT (BUT NOT PRIOR TO ACCELERATION UNDER PARAGRAPH 17 UNLESS APPLICABLE LAW PROVIDES OTHERWISE). THE NOTICE SHALL SPECIFY; (A) THE DEFAULT; (B) THE ACTION REQUIRED TO CURE THE DEFAULT; (D) THAT FAILURE TO CURE THE DEFAULT ON OR BEFORE THE DATE SPECIFIED IN THE NOTICE MAY RESULT IN ACCELERATION OF THE SUMS SECURED BY THIS SECURITY INSTRUMENT, FORECLOSURE BY JUDICIAL PROCEEDING AND SALE OF THE PROPERTY. THE NOTICE SHALL FURTHER INFORM BORROWER OF THE RIGHT TO REINSTATE AFTER ACCELERATION AND THE RIGHT TO ASSERT IN THE FORECLOSURE PROCEEDING THE NON-EXISTENCE OF ANY OTHER DEFENSE OF BORROWER TO ACCELERATION AND FORECLOSURE. IF THE DEFAULT IS NOT CURED ON OR BEFORE THE DATE SPECIFIED IN THE NOTICE, LENDER, AT ITS OPTION, MAY REQUIRE IMMEDIATE PAYMENT IN FULL OF ALL SUMS SECURED BY THIS SECURITY INSTRUMENT

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WITHOUT FURTHER DEMAND AND MAY FORECLOSE THIS SECURITY INSTRUMENT BY JUDICIAL PROCEEDING. LENDER SHALL BE ENTITLED TO COLLECT ALL EXPENSES INCURRED IN PURSUING THE REMEDIES PROVIDED IN THIS PARAGRAPH 21, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES AND COSTS OF TITLE EVIDENCE. 22. RELEASE. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs. 23. ATTORNEYS' FEES. As used in this Security Instrument and the Note, "attorneys' fees" shall include any attorneys' fees awarded by an appellate court. 24. RIDERS TO THIS SECURITY INSTRUMENT. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. (Check applicable box(es)) Condominium Rider Adjustable Rate Rider Graduated Payment Rider 1-4 family Rider Biweekly Payment Rider Rate Improvement Rider Second Home Rider Planned Unit Development Rider VA Rider Balloon Rider Other (specify) Mortgage Note BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it. Signed, sealed and delivered in the presence of: Witness: Buyer: County of Escambia, State of The foregoing instrument was acknowledged before me this 2nd day of January, 2018, by

Tokon Walden, the (\_\_) is personally known to me or (x\_\_) has produced driver license as identification.

Julie A Messer

My Commission FF 960819

Expires 03/21/2020

Initials Page

Order: QuickView\_Gtr Gte
Doc: FLESCA:7833-01210~12033

TARY PUBLIC

My Commission Expires:

inted Name:

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

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

#### **CERTIFICATE # 00768 of 2022**

I, PAM CHILDERS, CLERK OF THE CIRCUIT COURT OF ESCAMBIA COUNTY, FLORIDA, do hereby certify that I did on July 18, 2024, mail a copy of the foregoing Notice of Application for Tax Deed, addressed to:

COLTON WALDEN

**COLTON WALDEN** 

9470 HUMMINGBIRD BLVD 2011 OLIVE RD

PENSACOLA, FL 32514 PENSACOLA, FL 32514

ROBERT PAUL WHITFIELD SR AS TRUSTEE OF THE WHITFIELD TRUST

8118 BINKLEY STREET PENSACOLA, FL 32514

WITNESS my official seal this 18th day of July 2024.

PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

By: Emily Hogg

Deputy Clerk

#### WARNING

THERE ARE UNPAID TAXES ON PROPERTY WHICH YOU OWN OR IN WHICH YOU HAVE A LEGAL INTEREST. THE PROPERTY WILL BE SOLD AT PUBLIC AUCTION ON September 4, 2024, UNLESS THE TAXES ARE PAID. SHOULD YOU NEED FURTHER INFORMATION CONTACT THE CLERK OF THE CIRCUIT COURT IMMEDIATELY AT THE COUNTY COURTHOUSE IN PENSACOLA, FLORIDA, OR CALL 850-595-3793.

# NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That **FNA DZ LLC** holder of **Tax Certificate No. 00768**, 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:

BEG AT NE COR OF LT 4 S TO S R/W LI OF OLIVE RD FOR POB CONTINUE S 154 2/10 FT N 89 DEG 58 MIN 36 SEC W 71 82/100 FT N 154 2/100 FT N 89 DEG 53 MIN E 71 82/100 FT TO POB LT 8 OF AN UNRECORDED PLAT S/D OF SE1/4 PLAT DB 100 P 494 OR 7833 P 1208 LESS OR 3562 P 727 SR 290 OLIVE RD R/W LESS OR 3560 P 87 RD R/W

**SECTION 18, TOWNSHIP 1 S, RANGE 30 W** 

TAX ACCOUNT NUMBER 022705000 (0924-32)

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

#### **COLTON WALDEN**

Unless said certificate shall be redeemed according to law, the property described therein will be sold to the highest bidder at public auction at 9:00 A.M. on the first Wednesday in the month of September, which is the 4th day of September 2024.

Dated this 22nd day of July 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.

COMPTO OF THE PROPERTY OF THE

PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

COLTON WALDEN [0924-32] 9470 HUMMINGBIRD BLVD PENSACOLA, FL 32514 COLTON WALDEN [0924-32] 2011 OLIVE RD PENSACOLA, FL 32514

9171 9690 0935 0127 1851 75

9171 9690 0935 0127 1851 82

ROBERT PAUL WHITFIELD SR AS TRUSTEE OF THE WHITFIELD TRUST [0924-32] 8118 BINKLEY STREET PENSACOLA, FL 32514

9171 9690 0935 0127 1851 99

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**Post Property:** 

2011 OLIVE RD 32514

COMP TRO

PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

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#### **Personal Services:**

COLTON WALDEN 9470 HUMMINGBIRD BLVD PENSACOLA, FL 32514

COMPTOOL STATE OF THE STATE OF

PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

# PAM CHILDERS CLERK OF THE CIRCUIT COURT ARCHIVES AND RECORDS CHILDSUPPORT CIRCUIT CIVIL

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: 022705000 Certificate Number: 000768 of 2022

Payor: ROBERT WHITFIELD 8118 BINKLEY STREET PENSACOLA, FL 32514 Date 7/29/2024

Clerk's Total \$490.20 Clerk's Check # 1121189 Tax Collector's Total \$5,747.77 Tax Collector Check # 1 Postage \$24.60 Researcher Copies \$0.00 Recording \$10.00 Prep Fee \$7.00 Total Received \$6,279.57

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

# ESCAMBIA COUNTY SHERIFF'S OFFICE ESCAMBIA GOUNTY, FLORIDA

Redeemed

# NON-ENFORCEABLE RETURN OF SERVICE

Document Number: ECSO24CIV025623NON

Agency Number: 24-008097

Court: TAX DEED
County: ESCAMBIA

Case Number: CERT NO 2022 00768

Attorney/Agent:
PAM CHILDERS
CLERK OF COURT
TAX DEED

Plaintiff:

**RE: COLTON WALDEN** 

**Defendant:** 

Type of Process: NOTICE OF APPLICATION FOR TAX DEED

Received this Writ on 7/26/2024 at 8:43 AM and served same at 4:05 PM on 7/26/2024 in ESCAMBIA COUNTY, FLORIDA, by serving POST PROPERTY, the within named, to wit: , .

POSTED TO THE PROPERTY AS INSTRUCTIONED BY THE CLERKS OFFICE

CHIP W SIMMONS, SHERIFF ESCAMBIA **COUNTY**, FLORIDA

By:

G. FALLER, C

Service Fee: Receipt No: \$40.004 BILL

Printed By: LCMITCHE

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**Post Property:** 

2011 OLIVE RD 32514

SA COUNTY TOWN

PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

# **ESCAMBIA COUNTY SHERIFF'S OFFICE ESCAMBIA COUNTY, FLORIDA**

# 0924-32 NON-ENFORCEABLE RETURN OF SERVICE

Document Number: ECSO24CIV025588NON

Agency Number: 24-008135

Court: TAX DEED County: ESCAMBIA

Case Number: CERT NO 00768 2022

Attorney/Agent: PAM CHILDERS CLERK OF COURT TAX DEED

Plaintiff:

**RE: COLTON WALDEN** 

Defendant:

Type of Process: WARNING/NOTICE OF APPLICATION FOR TAX DEED

Individual

Received this Writ on 7/26/2024 at 8:46 AM and served same on COLTON WALDEN , at 8:27 AM on 7/30/2024 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.

SERVED AT 200 EAST OLIVE ROAD (POE)

CHIP W SIMMONS, SHERIFF ESCAMBIA COUNTY, FLORIDA

By:

Service Fee: Receipt No:

\$40.00 BILL

Printed By: LCMITCHE

#### WARNING

THERE ARE UNPAID TAXES ON PROPERTY WHICH YOU OWN OR IN WHICH YOU HAVE A LEGAL INTEREST. THE PROPERTY WILL BE SOLD AT PUBLIC AUCTION ON September 4, 2024, UNLESS THE TAXES ARE PAID. SHOULD YOU NEED FURTHER INFORMATION CONTACT THE CLERK OF THE CIRCUIT COURT IMMEDIATELY AT THE COUNTY COURTHOUSE IN PENSACOLA, FLORIDA, OR CALL 850-595-3793.

### NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That **FNA DZ LLC** holder of **Tax Certificate No. 00768**, 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:

BEG AT NE COR OF LT 4 S TO S R/W LI OF OLIVE RD FOR POB CONTINUE S 154 2/10 FT N 89 DEG 58 MIN 36 SEC W 71 82/100 FT N 154 2/100 FT N 89 DEG 53 MIN E 71 82/100 FT TO POB LT 8 OF AN UNRECORDED PLAT S/D OF SE1/4 PLAT DB 100 P 494 OR 7833 P 1208 LESS OR 3562 P 727 SR 290 OLIVE RD R/W LESS OR 3560 P 87 RD R/W

**SECTION 18, TOWNSHIP 1 S, RANGE 30 W** 

TAX ACCOUNT NUMBER 022705000 (0924-32)

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

#### **COLTON WALDEN**

Unless said certificate shall be redeemed according to law, the property described therein will be sold to the highest bidder at public auction at 9:00 A.M. on the **first** Wednesday in the month of September, which is the **4th day of September 2024.** 

Dated this 22nd day of July 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.

#### **Personal Services:**

COLTON WALDEN 9470 HUMMINGBIRD BLVD PENSACOLA, FL 32514

COMPT ROLL TO

PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

COLTON WALDEN [0924-32] 9470 HUMMINGBIRD BLVD PENSACOLA, FL 32514 COLTON WALDEN [0924-32] 2011 OLIVE RD PENSACOLA, FL 32514

9171 9690 0935 0127 1851 75

9171 9690 0935 0127 1851 82

ROBERT PAUL WHITFIELD SR AS TRUSTEE OF THE WHITFIELD TRUST [0924-32] 8118 BINKLEY STREET PENSACOLA, FL 32514

9171 9690 0935 0127 1851 99



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Dated this 22nd day of July 2024.

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COUNTY, DA

PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

# Pam Childers

Clerk of the Circuit Court & Comptroller Official Records

221 Palafox Place, Suite 110 Pensacola, FL32502



COLTON WALDEN [0924-32] 9470 HUMMINGBIRD BLVD PENSACOLA, FL 32514



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STATE OF FLORIDA

**County of Escambia** 

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

DATE - 09-04-2024 - TAX CERTIFICATE #'S 00768

in the

was published in said newspaper in the issues of

AUGUST 1, 8, 15, 22, 2024

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.

Digitally signed by Michael P Driver Dinc g-US, o=The Escambia Sun Press LLC, dnQualfier=A01410D000019093B5D40A000E97D9, cn=Michael P Driver Date: 2024.08.22 11:01:01-05'00'

**PUBLISHER** 

Court

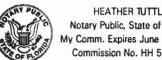
Sworn to and subscribed before me this 22ND day of **AUGUST** 

**A.D.,** 2024

Pather Tuttle

Digitally signed by Heather Tuttle DN: c=US, o=The Escambia Sun Press LLC, dnQualifier=A01410C000001890CD5793600064AAE, cn=Heather Tuttle Date: 2024.08.22 11:02:15 -05'00'

HEATHER TUTTLE NOTARY PUBLIC



HEATHER TUTTLE Notary Public, State of Florida My Comm. Expires June 24, 2028 Commission No. HH 535214

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TAX ACCOUNT NUMBER 022705000 (0924-32)

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

Unless said certificate shall be redeemed according to law, the property described therein will be sold to the highest bidder at public auction at 9:00 A.M. on the first Wednesday in the month of September, which is the 4th day of September 2024.

Dated this 25th day of July 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.

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

Deputy Clerk

oaw-4w-08-01-08-15-22-2024