



# 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

032544

## Part 1: Tax Deed Application Information

Applicant Name Applicant Address	ATCF II FLORIDA-A, LLC PO BOX 69239 BALTIMORE, MD 21264-9239	Application date	Apr 17, 2024
Property description	SCHIMMEL BILLY & SCHIMMEL DAPHNE 8447 PENSACOLA BLVD PENSACOLA, FL 32534 8447 PENSACOLA BLVD 03-0033-000 BEG AT INTER OF S LI OF N 660 FT OF LT 2 & ELY RW LI OF ST LOUIS & SAN FRANCISCO RR (100 FT RW) E (Full legal attached.)	Certificate #	2022 / 922
		Date certificate issued	06/01/2022

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

Column 1 Certificate Number	Column 2 Date of Certificate Sale	Column 3 Face Amount of Certificate	Column 4 Interest	Column 5: Total (Column 3 + Column 4)
# 2022/922	06/01/2022	2,041.41	102.07	2,143.48
# 2023/887	06/01/2023	2,155.72	138.33	2,294.05
→Part 2: Total*				4,437.53

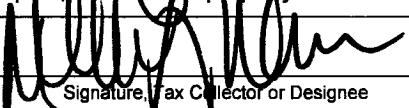
## Part 3: Other Certificates Redeemed by Applicant (Other than County)

Column 1 Certificate Number	Column 2 Date of Other Certificate Sale	Column 3 Face Amount of Other Certificate	Column 4 Tax Collector's Fee	Column 5 Interest	Total (Column 3 + Column 4 + Column 5)
# /					
Part 3: Total*					0.00

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

1. Cost of all certificates in applicant's possession and other certificates redeemed by applicant (*Total of Parts 2 + 3 above)	4,437.53
2. Delinquent taxes paid by the applicant	0.00
3. Current taxes paid by the applicant	0.00
4. Property information report fee	200.00
5. Tax deed application fee	175.00
6. Interest accrued by tax collector under s.197.542, F.S. (see Tax Collector Instructions, page 2)	0.00
7. Total Paid (Lines 1-6)	4,812.53

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

Sign here:  Signature, Tax Collector or Designee

Escambia, Florida  
Date May 3rd, 2024

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

412.50

<b>Part 5: Clerk of Court Certified Amounts (Lines 8-14)</b>	
8. Processing tax deed fee	
9. Certified or registered mail charge	
10. Clerk of Court advertising, notice for newspaper, and electronic auction fees	
11. Recording fee for certificate of notice	
12. Sheriff's fees	
13. Interest (see Clerk of Court Instructions, page 2)	
14. <b>Total Paid (Lines 8-13)</b>	
15. Plus one-half of the assessed value of homestead property, if applicable under s. 197.502(6)(c), F.S.	
16. Statutory opening bid (total of Lines 7, 14, 15, and 16 if applicable)	
Sign here: _____ Date of sale <u>03/05/2025</u> Signature, Clerk of Court or Designee	

### INSTRUCTIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BEG AT INTER OF S LI OF N 660 FT OF LT 2 & ELY R/W LI OF ST LOUIS & SAN FRANCISCO RR (100 FT R/W) E ALG S LI OF N 660 FT OF LT 2 97 28/100 FT TO WLY R/W LI OF STATE RD 95 (200 FT R/W) SD PT BEING IN S LI OF BLK 117 ENSLEY S/D 105 DEG 03 MIN LEFT ALG R/W LI 157 67/100 FT FOR POB CONT SAME COURSE 100 FT 74 DEG 57 MIN LEFT 65 50/100 FT TO ELY R/W OF ST LOUIS & SAN FRANCISCO RR 98 DEG 02 MIN LEFT ALG R/W 121 63/100 FT LEFT 77 57/100 FT TO POB OR 6971 P 1670

# APPLICATION FOR TAX DEED

Section 197.502, Florida Statutes

512  
R. 12/16

Application Number: 2400273

To: Tax Collector of ESCAMBA COUNTY, Florida

I,

ATCF II FLORIDA-A, LLC  
PO BOX 69239  
BALTIMORE, MD 21264-9239,

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
03-0033-000	2022/922	06-01-2022	BEG AT INTER OF S LI OF N 660 FT OF LT 2 & ELY R/W LI OF ST LOUIS & SAN FRANCISCO RR (100 FT R/W) E ALG S LI OF N 660 FT OF LT 2 97 28/100 FT TO WLY R/W LI OF STATE RD 95 (200 FT R/W) SD PT BEING IN S LI OF BLK 117 ENSLEY S/D 105 DEG 03 MIN LEFT ALG R/W LI 157 67/100 FT FOR POB CONT SAME COURSE 100 FT 74 DEG 57 MIN LEFT 65 50/100 FT TO ELY R/W OF ST LOUIS & SAN FRANCISCO RR 98 DEG 02 MIN LEFT ALG R/W 121 63/100 FT LEFT 77 57/100 FT TO POB OR 6971 P 1670

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  
ATCF II FLORIDA-A, LLC  
PO BOX 69239  
BALTIMORE, MD 21264-9239

04-17-2024  
Application Date

\_\_\_\_\_  
Applicant's signature



# Chris Jones Escambia County Property Appraiser

Real Estate Search

Tangible Property Search

Sale List

[Back](#)

← Nav. Mode ☒ Account ☐ Parcel ID →

[Printer Friendly Version](#)

General Information						Assessments				
Parcel ID:	2215302000000000					Year	Land	Imprv	Total	Cap Val
Account:	030033000					2023	\$37,025	\$98,771	\$135,796	\$135,796
Owners:	SCHIMMEL BILLY & SCHIMMEL DAPHNE					2022	\$37,025	\$95,930	\$132,955	\$132,185
Mail:	8447 PENSACOLA BLVD PENSACOLA, FL 32534					2021	\$37,025	\$85,154	\$122,179	\$120,169
Situs:	8447 PENSACOLA BLVD 32534					Disclaimer				
Use Code:	STORE, 1 STORY					Tax Estimator				
Taxing Authority:	COUNTY MSTU					Report Storm Damage				
Tax Inquiry:	<a href="#">Open Tax Inquiry Window</a>					Enter Income & Expense Survey				
Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector						Download Income & Expense Survey				
Sales Data						2023 Certified Roll Exemptions				
Sale Date	Book	Page	Value	Type	Official Records (New Window)	None				
01/31/2013	6971	1670	\$300,000	WD		Legal Description				
12/1999	4534	1252	\$100	QC		BEG AT INTER OF S LI OF N 660 FT OF LT 2 & ELY R/W LI OF ST LOUIS & SAN FRANCISCO RR (100 FT R/W) E ALG S LI OF N 660...				
10/1995	3859	413	\$110,000	WD						
10/1995	3859	410	\$87,000	WD						
07/1991	3049	700	\$14,000	QC						
Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller						Extra Features				
						ASPHALT PAVEMENT				

Parcel Information

[Launch Interactive Map](#)

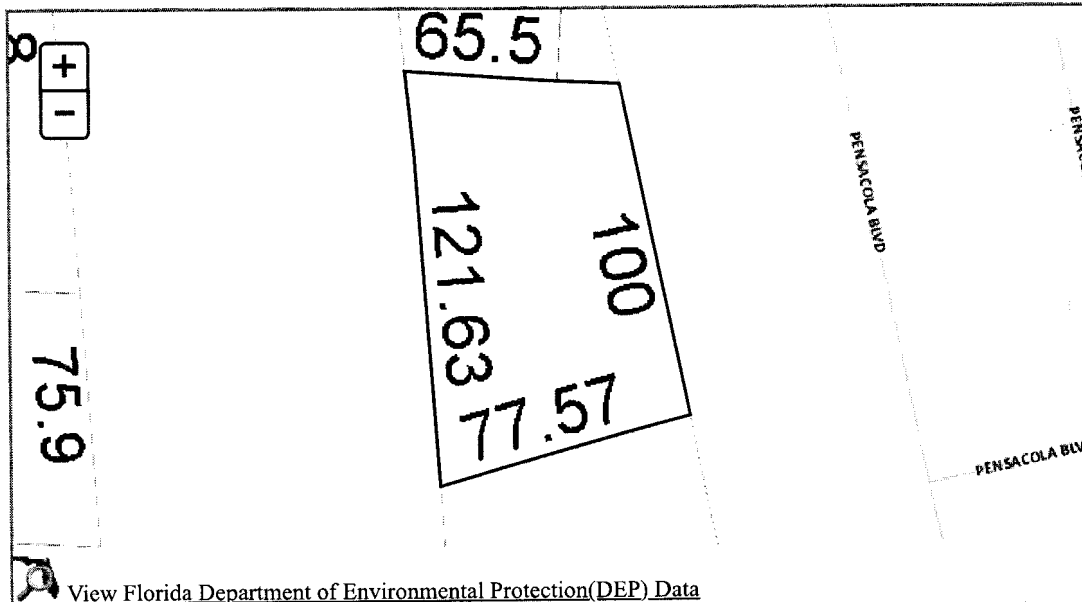
Section  
Map Id:  
11-1S-30-2

Approx.  
Acreage:  
0.1709

Zoned: 

HC/LI  
HC/LI  
HC/LI  
HC/LI  
HC/LI  
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Evacuation  
& Flood  
Information  
[Open](#)  
[Report](#)




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

#### Buildings

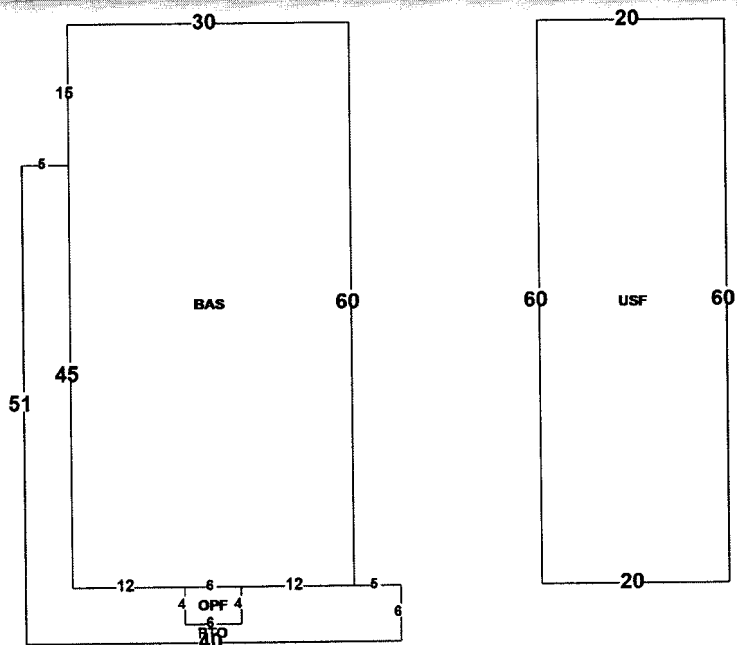
Address: 8447 PENSACOLA BLVD, Year Built: 1979, Effective Year: 1979, PA Building ID#: 54632

##### Structural Elements

DECOR/MILLWORK-AVERAGE  
DWELLING UNITS-0  
EXTERIOR WALL-CONCRETE BLOCK  
FLOOR COVER-VINYL/CORK  
FOUNDATION-SLAB ON GRADE  
HEAT/AIR-CENTRAL H/AC  
INTERIOR WALL-DRYWALL-PLASTER  
INTERIOR WALL-EXPOSED BLK/BRK  
NO. PLUMBING FIXTURES-2  
NO. STORIES-2  
ROOF COVER-COMPOSITION SHG  
ROOF FRAMING-GABLE-HI PITCH  
STORY HEIGHT-10  
STRUCTURAL FRAME-MASONRY PIL/STL

 Areas - 3465 Total SF

BASE AREA - 1800  
OPEN PORCH FIN - 24  
PATIO - 441  
UPPER STORY FIN - 1200



#### Images



6/28/2022 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.

Last Updated:05/07/2024 (tc.8307)

## NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That **ATCF II FLORIDA-A LLC** holder of **Tax Certificate No. 00922**, 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 INTER OF S LI OF N 660 FT OF LT 2 & ELY R/W LI OF ST LOUIS & SAN FRANCISCO RR (100 FT R/W) E ALG S LI OF N 660 FT OF LT 2 97 28/100 FT TO WLY R/W LI OF STATE RD 95 (200 FT R/W) SD PT BEING IN S LI OF BLK 117 ENSLEY S/D 105 DEG 03 MIN LEFT ALG R/W LI 157 67/100 FT FOR POB CONT SAME COURSE 100 FT 74 DEG 57 MIN LEFT 65 50/100 FT TO ELY R/W OF ST LOUIS & SAN FRANCISCO RR 98 DEG 02 MIN LEFT ALG R/W 121 63/100 FT LEFT 77 57/100 FT TO POB OR 6971 P 1670**

**SECTION 22, TOWNSHIP 1 S, RANGE 30 W**

**TAX ACCOUNT NUMBER 030033000 (0325-44)**

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

**BILLY SCHIMMEL and DAPHNE SCHIMMEL**

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.



PAM CHILDERS  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY, FLORIDA

By:  
Emily Hogg  
Deputy Clerk



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

THE ATTACHED REPORT IS ISSUED TO:

SCOTT LUNSFORD, ESCAMBIA COUNTY TAX COLLECTOR

TAX ACCOUNT #: 03-0033-000 CERTIFICATE #: 2022-922

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

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

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

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

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

Period Searched: November 20, 2004 to and including November 20, 2024 Abstractor: Mike Campbell

BY

Michael A. Campbell,  
As President  
Dated: November 22, 2024



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

November 22, 2024

Tax Account #: **03-0033-000**

1. The Grantee(s) of the last deed(s) of record is/are: **BILLY SCHIMMEL AND DAPHNE SCHIMMEL**

**By Virtue of Warranty Deed recorded 2/6/2013 in OR 6971/1670**

**ABTRACTOR'S NOTE: Divorce states Billy receives the business on this property but wife has not conveyed to him as of the time of our search.**

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 Susan A. Shanahan recorded 2/6/2013 – OR 6971/1672**
  - b. **Judgment in favor of Midland Credit Management, Inc. recorded 3/9/2022 – OR 8737/1854**
  - c. **Judgment in favor of Whitney National Bank recorded 9/6/2012 – OR 6903/1977 together with Affidavit recorded 9/6/2012 – OR 6903/1979**
  - d. **Judgment in favor of TD BANK USA, N.A. recorded 6/7/2022 – OR 8799/1542 and OR 8800/41**
  - e. **Judgment in favor of Capital One Bank (USA), N.A. recorded 11/14/2023 – OR 9068/1120 (SC000766)**
  - f. **Judgment in favor of Capital One Bank (USA), N.A. recorded 11/14/2023 – OR 9068/1121 (SC000767)**

4. **Taxes:**

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

**Tax Account #: 03-0033-000**

**Assessed Value: \$135,796**

**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:** MAR 5, 2025

**TAX ACCOUNT #:** 03-0033-000

**CERTIFICATE #:** 2022-922

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

**YES NO**

☐☒

Notify City of Pensacola, P.O. Box 12910, 32521

☐☒

Notify Escambia County, 190 Governmental Center, 32502

☐☒

Homestead for 2023 tax year.

**BILLY SCHIMMEL AND DAPHNE SCHIMMEL**  
**8447 PENSACOLA BLVD.**  
**PENSACOLA, FL 32534**

**SUSAN A. SHANAHAN**  
**4634 SCHAAG RD.**  
**MOLINO, FL 32577**

**BILLY D. SCHIMMEL, II**  
**400 LIMERICK LANE**  
**PENSACOLA, FL 32514**

**DAPHNE SCHIMMEL**  
**1011 TAGA DRIVE**  
**MCCOMB, MS 39648**

**WHITNEY NATIONAL BANK**  
**P.O. BOX 4019**  
**GULFPORT, MS 39502**

**BILL D. SCHIMMEL**  
**3088 PINE FOREST RD.**  
**CANTONMENT, FL 32533**

**BILL SCHIMMEL**  
**4605 TRADEWINDS CIR**  
**PENSACOLA, FL 32514-6770**

**TD BANK USA, NA**  
**7000 TARGET PKWY N- MS-NCB-0464**  
**MINNEAPOLIS, MN 55445**

**CAPITAL ONE BANK (USA) N.A.**  
**1680 CAPITAL ONE DRIVE**  
**MCLEAN, VA 22101**

**MIDLAND CREDIT MANAGEMENT INC**  
**PO BOX 930969**  
**SAN DIEGO, CA 92193**

**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

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 #:03-0033-000**

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

**BEG AT INTER OF S LI OF N 660 FT OF LT 2 & ELY R/W LI OF ST LOUIS & SAN FRANCISCO RR (100 FT R/W) E ALG S LI OF N 660 FT OF LT 2 97 28/100 FT TO WLY R/W LI OF STATE RD 95 (200 FT R/W) SD PT BEING IN S LI OF BLK 117 ENSLEY S/D 105 DEG 03 MIN LEFT ALG R/W LI 157 67/100 FT FOR POB CONT SAME COURSE 100 FT 74 DEG 57 MIN LEFT 65 50/100 FT TO ELY R/W OF ST LOUIS & SAN FRANCISCO RR 98 DEG 02 MIN LEFT ALG R/W 121 63/100 FT LEFT 77 57/100 FT TO POB OR 6971 P 1670**

**SECTION 22 , TOWNSHIP 1 S, RANGE 30 W**

**TAX ACCOUNT NUMBER 03-0033-000(0325-44)**

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

Recorded in Public Records 02/06/2013 at 04:26 PM OR Book 6971 Page 1670,  
Instrument #2013008934, Pam Childers Clerk of the Circuit Court Escambia  
County, FL Recording \$18.50 Deed Stamps \$2100.00

Prepared by:  
Kramer A. Litvak  
Litvak, Beasley & Wilson, LLP  
226 East Government Street, Post Office Box 13503  
Pensacola, Florida 32591-3503  
File Number: 12-0125KAL  
Consideration \$300,000.00

### General Warranty Deed

Made this January 31, 2013 A.D. By **Susan A. Shanahan f/k/a Susan Ann Laursen**, 4634 Schaag Road, Molino, Florida 32577, hereinafter called the grantor, to **Billy Schimmel and Daphne Schimmel, husband and wife**, whose post office address is: 8447 Pensacola Boulevard, Pensacola, Florida 32534, hereinafter called the grantee:

(Whenever used herein the term "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 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, viz:

Beginning at the intersection of the South line of the North 660 feet of Lot 2 of Section 22, Township 1 South, Range 30 West and the Easterly right-of-way line of the St. Louis and San Francisco Railroad (100 foot right of way); thence run East along the South line of the North 660 feet of Lot 2 for 97.28 feet to the Westerly right-of-way of State Road No. 95 (200 foot right of way), said point being in the South line of Block 117 of Fig City Subdivision; thence 105 degrees 03 minutes left along the right-of-way of State Road No. 95 for 157.67 feet for Point of Beginning; thence continue the same course for 100 feet; thence 74 degrees 57 minutes left for 65.50 feet to the Easterly right-of-way of the St. Louis and San Francisco Railroad; thence 98 degrees 02 minutes left along said right-of-way for 121.63 feet, thence left for 77.57 feet to the Point of Beginning.

Said property is not the homestead of the Grantor(s) under the laws and constitution of the State of Florida in that neither Grantor(s) or any members of the household of Grantor(s) reside thereon.

Parcel ID Number: 221S302000000000

**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 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 31, 2012.

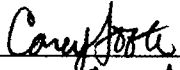
DEED Individual Warranty Deed With Non-Homestead-Legal on Face

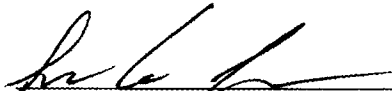
BK: 6971 PG: 1671 Last Page

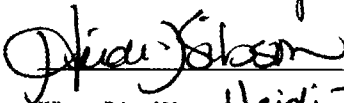
Prepared by:  
Kramer A. Litvak  
Litvak, Beasley & Wilson, LLP  
226 East Government Street, Post Office Box 13503  
Pensacola, Florida 32591-3503  
File Number: 12-0125KAL  
Consideration \$300,000.00

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

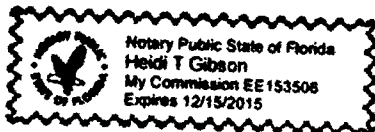
  
\_\_\_\_\_  
Witness Printed Name Carey Fort

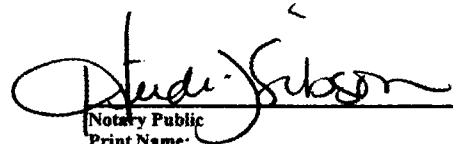
  
\_\_\_\_\_  
Susan A. Shanahan (Seal)  
Address: 4634 Schaag Road, Molino, Florida 32577

  
\_\_\_\_\_  
Witness Printed Name Heidi T. Gibson

State of Florida  
County of Escambia

The foregoing instrument was acknowledged before me this 31st day of January, 2013, by Susan A. Shanahan f/k/a Susan Ann Laursen, who is personally known to me or who has produced \_\_\_\_\_ as identification.



  
\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

DEED Individual Warranty Deed With Non-Homestead-Legal on Face

Recorded in Public Records 02/06/2013 at 04:26 PM OR Book 6971 Page 1672,  
Instrument #2013008935, Pam Childers Clerk of the Circuit Court Escambia  
County, FL Recording \$69.50 MTG Stamps \$1050.00 Int. Tax \$600.00

THIS INSTRUMENT WAS PREPARED BY  
Kramer A. Litvak, Esq, of  
Litvak, Beasley & Wilson, LLP  
226 E. Government St.,  
Pensacola, FL 32502

**MORTGAGE  
AND  
SECURITY AGREEMENT**

**KNOW ALL MEN BY THESE PRESENTS**, That **Billy Schimmel and Daphne Schimmel**, husband and wife, whose mailing address is 8447 Pensacola Blvd., Pensacola, FL ~~32504~~, hereinafter called Mortgagor, for and in consideration of the sum of Three Hundred Thousand and 00/100 Dollars (\$300,000.00), to them in hand paid by **Susan A. Shanahan**, whose address is 4634 Schaag Rd., Molino, FL 32577, hereinafter called Mortgagee, the receipt whereof is hereby acknowledged, have granted, bargained and sold, and by these presents do grant, bargain, sell, alien, remise, release, convey and confirm unto the said Mortgagee forever, the following described real estate, situate, lying and being in the County of Escambia, State of Florida, to-wit:

Beginning at the intersection of the South line of the North 660 feet of Lot 2 of Section 22, Township 1 South, Range 30 West and the Easterly right-of-way line of the St. Louis and San Francisco R.R. (100' R/W), thence run East along the South line of the North 660 feet of Lot 2 for 97.28 feet to the Westerly right-of-way of State Road #95 (200' R/W), said point being in the South line of Block 117 of Fig City S/D, thence 105°03' left along the right-of-way of State Road #95 for 157.67 feet for point of beginning; thence continue the same course for 100 feet, thence 74°57' left for 63.50 feet to the Easterly right-of-way of the St. Louis & San Francisco R.R. thence 98°02' left along said right-of-way for 121.63 feet, thence left for 77.57 feet to the point of beginning.

If all or any part of the premises hereby encumbered is sold or transferred by the Mortgagor herein, in any manner whatsoever, without the Mortgagee's prior written consent, then the Mortgagee may at his option, declare all sums secured by this mortgage to be immediately due and payable upon written notice to that effect to Mortgagor.

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



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

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

THE FOREGOING CONVEYANCE is intended to be, and is, a mortgage to secure the payment of one promissory note of date even herewith for the sum of Two Hundred Ninety Thousand and 00/100 Dollars (\$290,000.00) and one promissory note of date even herewith for the sum of Ten Thousand and 00/100 Dollars (\$10,000.00) made by the said Mortgagor payable to the order of the said Mortgagee after date, with interest and principal payable according to the terms set forth in said notes.

And also to secure the payment of any and all notes, liabilities and obligations of Mortgagor to Mortgagee, whether as maker, endorser, guarantor, or otherwise, which may now be in existence or accrue or arise hereafter, or be now owned or held by Mortgagee, or be acquired hereafter, it being the intent and purpose of Mortgagor to secure by this mortgage all notes for future advances and all other notes, claims, demands, liabilities, and obligations which Mortgagee may have, hold or acquire at any time within twenty years from the date of this mortgage against Mortgagor. The total amount of the indebtedness that may be secured by this mortgage may increase or decrease from time to time, but the total unpaid balance secured at any one time by this mortgage shall not exceed a maximum principal amount of \$600,000.00, plus interest, and any disbursements made by Mortgagee for the payment of taxes, levies or insurance on the property encumbered by this mortgage, with interest on such disbursements.

AND THE SAID MORTGAGOR does hereby covenant and agree:

1. To pay all and singular the principal, the interest and other sums of money payable by virtue of the said promissory notes, and this mortgage, each and every one, promptly on the days, respectively, the same become due.
2. To pay all and singular the taxes, assessments, levies, liabilities, obligations and encumbrances of every nature and kind now on the Mortgaged Property, or that hereafter may be levied or assessed thereupon, each and every one of them and any and all documentary stamps, intangible taxes and assessments now or hereafter required to be paid by governmental authority on said notes or on this mortgage; and if the same, or any part thereof, be not promptly paid when due and payable, said Mortgagee may at any time pay the same; without waiving or affecting the option to foreclose this mortgage by reason of such default, or any right hereunder, and every payment so made shall bear interest from the date thereof at the highest rate allowed by law, and all such payments, with interest as aforesaid, shall be secured




by the lien hereof. Mortgagor shall furnish Mortgagee receipt for ad valorem taxes on the Mortgaged Property no later than 15 days after the due date of same.

3. To pay all and singular the costs, fees, charges and expenses, of every nature and kind, including all the costs of an abstract of title to the above described lands found to be convenient or expedient in connection with any suit for the foreclosure of this mortgage, and also including all costs and expenses of the said suit, including attorney's fee in a reasonable amount to the attorney of the plaintiff foreclosing, which costs and fees shall be included in the lien of this mortgage, because of the failure on the part of the said Mortgagor to perform, comply with and abide by all or any of the covenants, conditions and stipulations of said promissory notes, and this mortgage, and in the foreclosure of this mortgage and in collecting the amount secured hereby, each and every such payment shall bear interest from date thereof until paid at the highest rate allowed by law, and such payments with interest thereon as aforesaid, shall be secured by the lien hereof. "Attorney's fees," as that phrase is used in this mortgage shall include, among other things, the reasonable fees of the attorney and also of any legal assistants, paralegals, law clerks and others utilized by the attorney and under the attorney's supervision, as well as out-of-pocket costs incurred and/or advanced-by any of same, all regardless of whether incurred in or advanced prior to the initiation of any legal or equitable proceeding, in arbitration, in trial, in any administrative, bankruptcy or other similar proceedings, or any appeal from any of same.

4. Mortgagor (a) shall not permit, commit or suffer any waste, impairment or deterioration of the Mortgaged Property, or any part thereof; (b) shall restore and repair promptly and in a good workmanlike manner all or any part of the Mortgaged Property to the equivalent of its original condition, or such other condition as Mortgagee may approve in writing, in the event of any damage, injury or loss thereto, whether or not insurance proceeds are available to cover in whole or in part the cost of such restoration or repair; (c) shall keep the Mortgaged Property, including improvements, fixtures, equipment, machinery and appliances thereon in good repair and shall replace fixtures, equipment, machinery and appliances on the Mortgaged Property when necessary to keep such items in good repair, including, but not limited to, well painted, weatherproofed and making of such repairs as Mortgagee may, from time to time, determine to be necessary for the preservation of the Mortgaged Property; (d) shall prudently and professionally manage the Mortgaged Property; (e) shall give notice in writing to Mortgagee of and, unless otherwise directed in writing by Mortgagee, appear in and defend any action or proceeding purporting to affect the Mortgaged Property, the security of this instrument or the rights or powers of Mortgagee; (f) shall comply with the provisions of any lease, if this mortgage is on a leasehold; and (g) if this mortgage is on a unit in a condominium, shall perform all of Mortgagor's obligations under the Declaration creating or governing the condominium, the by-laws and regulations of the condominium and constituent documents. Mortgagor shall first obtain the written consent of Mortgagee, such consent to be granted or withheld at the sole discretion of Mortgagee, before (i) removing or demolishing any building now or hereafter erected on the premises, (ii) altering the arrangement, design or structural character thereof, (iii) making any repairs which involve the removal of structural parts or the exposure of the interior of such building to the elements, (iv) cutting or removing or permitting the cutting or removal of any trees or timber on the Mortgaged Property, (v) removing or exchanging any tangible personal property which is part of the Mortgaged Property, except when incident to the replacement thereof with items of likekind, or (vi) entering into or modifying any leases of the Mortgaged Property. Mortgagee shall have the right to inspect the Mortgaged Property on reasonable notice to Mortgagor.

5. To keep the Mortgaged Property (or so much thereof as is insurable) insured against fire and windstorm and extended coverage in a sum of not less than the full insurable value in a company to be approved by said Mortgagee, loss, if any, payable to the Mortgagee,





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

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

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

8. To perform, comply with and abide by each and every one of the stipulations,



agreements, conditions and covenants in said promissory notes and other obligations and set forth in this mortgage, and to comply with all statutes, laws, ordinances, regulations, covenants, conditions and restrictions affecting the Mortgaged Property, and not to cause or permit any violation thereof.

9. No person liable for the debt hereby secured, whether such liability is primary or secondary, and whether such liability is created by endorsement of the notes or as joint maker of the notes, or guarantor, or having assumed the obligation to pay said mortgage debt otherwise liable for said mortgage debt, shall be released or discharged from liability of the aforesaid debt by virtue of any extension or renewal granted by the Mortgagee to the maker of the notes hereby secured, or any other person liable for said debt, whether primary or secondary. The Mortgagee is hereby expressly granted the right and power to grant such extensions to the makers of the notes hereby secured as said Mortgagee may deem advisable, without first obtaining the consent of any other person liable for said debt, whether primary or secondary, and to take such renewals of the notes and debt hereby secured as said Mortgagee may deem advisable, without first securing the consent of any other person liable for said indebtedness. No delay in the enforcement by the Mortgagee of any of the rights of said Mortgagee arising by virtue of this mortgage and promissory notes hereby secured operate as a release or discharge of any person liable for the debt hereby secured, whether primary or secondary.

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

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

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


13. That the monies advanced (as evidenced by the notes secured by this mortgage) by Mortgagee to Mortgagor have been advanced after investigation and consideration of the creditworthiness and character of Mortgagor and the ability of Mortgagor to repay same and prudently manage the Mortgaged Property. On any sale or transfer of (a) all or any portion of the Mortgaged Property, or any interest therein; or (b) beneficial interest in Mortgagor, Mortgagee may, at Mortgagee's option, declare all of the sums secured by this instrument to be immediately due and payable, and Mortgagee may invoke any remedies provided for herein.



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

15. That the Mortgaged Property (and any real property adjacent to or in the immediate vicinity of the Mortgaged Property owned by Mortgagor) has not and is not being used for the discharge, disbursal, release, dumping, storage, treatment, generation, manufacture, use or disposal of any toxic or hazardous waste, contaminating materials, pollutants, orally other substance potentially harmful to persons, property, the environment or natural resources (including but not limited to, asbestos or asbestos containing materials) (all of same hereinafter referred to as "Prohibited Substances"), whether in compliance with all applicable federal, state and local statutes, laws, ordinances, rules and regulations (hereinafter "Applicable Laws") or otherwise, ant that Mortgagor has not received notice of or other information concerning, and, after diligent search and inquiry, are not aware of any proposed, threatened, anticipated or pending proceeding, investigation, administrative order, consent order, decree, agreement, litigation, settlement or other action by any governmental body or agency, entity or person concerning violation of or compliance with any such Applicable Laws. Mortgagor covenants and agrees to abide by all Applicable Laws pertaining to Prohibited Substances, and covenants and agrees not to allow any such Prohibited Substances to be discharged, disbursed, released, dumped, stored, treated, generated, manufactured, used or disposed of (whether by Mortgagors or otherwise) in, on, under, or over (the Mortgaged Property or any real property adjacent to or in the immediate vicinity of the Mortgaged Property owned by Mortgagor.

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



Uniform Commercial Code or of the remedies provided elsewhere in this instrument.

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

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

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

[THIS SPACE INTENTIONALLY LEFT BLANK]



IN WITNESS WHEREOF, we have hereunto set our hand and seals this 31<sup>st</sup> day of January, 2013.

Signed in the presence of:

Carey Fox  
Print name: Carey Fox

Heidi T. Gibson  
Print name: Heidi T. Gibson

Carey Fox  
Print name: Carey Fox

Heidi T. Gibson  
Print name: Heidi T. Gibson

Billy Schimmel  
Billy Schimmel, Buyer

Date: 1/21/13

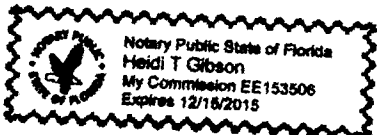
Daphne Schimmel  
Daphne Schimmel, Buyer

Date: 1/31/13

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was subscribed and acknowledged before me this 31<sup>st</sup> day of January, 2013, by Billy Schimmel and Daphne Schimmel, who are personally known to me or who produced FL drivers license as identification.

Heidi T. Gibson  
Notary Public



Filing # 109123337 E-Filed 06/19/2020 01:12:06 PM

**IN THE CIRCUIT COURT OF THE FIRST JUDICIAL CIRCUIT,  
IN AND FOR ESCAMBLA COUNTY, FLORIDA**

IN RE THE MARRIAGE OF: )

BILLY D. SCHIMMEL, II, )  
Petitioner/Husband, )

and )

DAPHNE SCHIMMEL, )  
Respondent/Wife. )  
\_\_\_\_\_ /

Case No.: 2020 DR 001653

Division: \_\_\_\_\_

**FINAL JUDGMENT OF DISSOLUTION OF MARRIAGE**

**THIS CAUSE** came before this Court, upon the Petition for Dissolution of Marriage filed by Husband. The Court, having reviewed the file, and having considered the Special Affidavit of the Petitioner and evidence as to residency and being otherwise fully advised on the premises, the Court **FINDS** as follows:

1. The Court has jurisdiction of the parties and the subject matter herein.
2. The Petitioner has been a resident of the State of Florida for at least six (6) months prior to the filing of the Petition for Dissolution of Marriage.
3. Irreconcilable differences exist and have caused the irretrievable breakdown of the marriage, and all efforts and hope of reconciliation would be impracticable and not in the best interests of the parties.
4. The parties wish to settle between themselves their respective rights, duties, and obligations regarding property and liabilities and parenting provisions and terms, and so have entered into a written Marital Settlement Agreement and Parenting Plan. This Agreement and Plan, attached hereto as Exhibit "A," were entered into voluntarily by each party, and has been filed of record and introduced into evidence at the final hearing in this cause.
5. The court conducted a case management conference June 19, 2020 confirming the marital settlement agreement and parenting plan represented the intent of the Wife, that she has relocated to Florida, and to know to the parties that while the child support obligation is *de minimus*, the parties are not allowed to waive the child support obligation in general and the minuscule amount due currently may be subject to change depending upon future circumstances as permitted by law.

**IT IS, therefore, ORDERED and ADJUDGED** as follows:

1. The parties are awarded Judgment for Dissolution of Marriage, and the bonds of matrimony heretofore existing between BILLY D. SCHIMMEL, II (hereinafter referred to as "Husband") and DAPHNE SCHIMMEL (hereinafter referred to as "Wife") are hereby dissolved.
2. The Marital Settlement Agreement and Parenting Plan of the parties, attached hereto as Exhibit "A" and incorporated herein by reference for all purposes, is approved and expressly made a part of this Final Judgment for Dissolution of Marriage, and all of the terms and provisions of said Agreement are RATIFIED, CONFIRMED, and ADOPTED as Orders of this Court to the same extent and with the same force and effect as if its terms and provisions were set forth verbatim in this Final Judgment, and the parties are **ORDERED** to comply with the terms and provisions of said Marital Settlement Agreement and Parenting Plan.
3. Each party shall (a) provide to the other party any necessary information or to execute and/or deliver any instrument or document necessary to transfer title or interest in property consistent with this Final Judgment, the Marital Settlement Agreement, or the Parenting Plan, and (b) timely perform such other acts that are reasonably necessary or that may be reasonably requested by the other party to effectuate the provisions of this Final Judgment, the Marital Settlement Agreement, or the Parenting Plan.
4. The Court expressly retains jurisdiction of this cause for the purpose of enforcing, construing, interpreting, or modifying the terms of this Final Judgment and the terms of the Marital Settlement Agreement entered into by the parties herein.

**DONE AND ORDERED** in Chambers at Pensacola, ESCAMBIA County, Florida

  
eSigned by CIRCUIT COURT JUDGE STEPHEN PITRE in 2020 DR 001653  
on 06/19/2020 11:25:11 SF4piLmX

Conformed copies to:

Daphne Schimmel  
*Respondent/Wife*  
1011 Taga Drive  
McComb, MS 39648

Jeremiah J. Talbott, Esq.  
*Attorney for Petitioner/Husband*  
900 East Moreno Street

Pensacola, FL 32503



Filing # 107201848 E-Filed 05/07/2020 03:34:35 PM

**IN THE CIRCUIT COURT OF THE FIRST JUDICIAL CIRCUIT,  
IN AND FOR ESCAMBIA COUNTY, FLORIDA**

IN RE THE MARRIAGE OF:	)	
	)	
BILLY D. SCHIMMEL, II,	)	
Petitioner/Husband,	)	
	)	Case No.: _____
and	)	
	)	Division: _____
DAPHNE SCHIMMEL,	)	
Respondent/Wife.	)	
_____	/	

**MARITAL SETTLEMENT AGREEMENT**

This Agreement is made in connection with an action for dissolution between BILLY D. SCHIMMEL, referred to as "Husband" and as "Father" herein, and DAPHNE SCHIMMEL, referred to as "Wife" and as "Mother" herein, who are sworn and agree as follows:

**WHEREAS**, the parties hereto were married to each other on or about April 27, 2002;

**WHEREAS**, the following children involved in this action has been born to the parties:

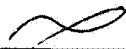
Name	Date of Birth
J.R.S.	07/26/2003
A.J.S.	10/03/2005
B.D.S., III	11/29/2018

**WHEREAS**, no other children were adopted, and none are expected;


**WHEREAS**, Husband has filed a petition for dissolution of marriage in the above case, and this Agreement is intended to be introduced into evidence in such action, to be incorporated in a Final Judgment entered therein;

**WHEREAS**, the parties acknowledge that irreconcilable differences exist, that the marriage is irretrievably broken, and that the parties intend to live separate and apart from each other;

**WHEREAS**, the parties wish to settle between themselves, now and forever, their respective rights, duties, and obligations regarding property, liabilities, and child;

  
B.D.S., II

Schimmel v. Schimmel  
Marital Settlement Agreement  
Page 1 of 14

  
D.S.

WHEREAS, each party has read this Agreement and understands its terms and consequences, and each party believes that this Agreement is fair, just, and reasonable, and in the best interest of the children;

WHEREAS, each party has assented to this Agreement freely and voluntarily, without coercion or duress;

NOW, THEREFORE, in consideration of the mutual covenants, promises and undertakings set forth herein, and for other good and valuable consideration, the parties have agreed and do hereby agree as follows:

### **ARTICLE I** **PARENTING PLAN**

1.1 The parties shall have shared parental responsibility and shall retain full parental rights and responsibilities with respect to the children.

1.2 The parties have agreed to a Parenting Plan attached hereto as Exhibit "A," which is incorporated herein by reference and made a part of this Agreement for all purposes. The parties agree that this Parenting Plan is in the best interest of the children, and represents the parties' agreement regarding their responsibilities for the daily tasks associated with the upbringing of the children, including decision-making, time-sharing, transportation, communication.

### **ARTICLE II** **CHILD SUPPORT AND INSURANCE**

#### **Statements of the Parties Relative to Child Support**

2.1 The parties agree that the amounts in the Child Support Guidelines Worksheet attached hereto are correct and should be incorporated into the judgment of the Court as findings of fact.

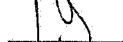
2.2 The parties shall share parental responsibility for the minor children. The parties agree to follow the customized Parenting Plan attached hereto.

#### **Child Support**

2.4 The parties owned a printing business during their marriage and were paid from said business. The Wife continues to receive a paycheck from said business. Although a financial affidavit is attached hereto, the parties hereby agree and stipulate that the Father has an earning potential of \$20.00 per hour and the Mother has an earning potential of at least \$15.00 per hour. Pursuant to the child support guidelines filed under a separate cover, the Mother shall pay \$4.99

  
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per month in child support to the Father. Due to the minimal child support due from the Mother, the Father agrees to waive the child support for the minor children. If a child support obligation is owed at any time between the date of this Agreement and the minor children reaching majority, then the obligation of the paying party to support the minor children shall continue in such manner until modified by court order or until:

the minor child reach the age of 18, becomes emancipated, marry, join the armed services, or die. Should a child be attending high school upon attaining his eighteenth (18th) birthday and there is a reasonable expectation of high school graduation before the age of nineteen (19), then said child support shall continue for that child until he graduates from high school or the minor child's 19th birthday, whichever occurs first, unless otherwise stated herein.

#### **Child-Related Expenses**

2.4 "Child-Related Expenses" means any expenses associated with the children's daily needs and activities including, but not limited to, clothing, food, toiletries, and school supplies.

2.5 Child-Related Expenses shall be divided by the parties as follows: Said child-related expenses shall be paid and/or reimbursed pursuant to the Parenting Plan attached hereto, incorporated herein, and made a part of this Agreement for all purposes.

#### **Other Provisions Regarding Child Support**


2.6 Income Deduction. At this time neither party owes child support, in the event that child support is due, the parties agree that payments of child support shall be made personal or cashier's check from the other parent. Should the parent who is paying child support become more than sixty (60) days delinquent, then the other parent will move the Court for an income deduction order against the parent order to pay child support, so child support payments are paid through the State Disbursement Unit, P.O. Box 8500, Tallahassee, Florida 32314-8500.

2.7 Future Disability of Child. If any child of this marriage has, receives or is diagnosed with a mental or physical disability and is not capable of providing for his or her own support, payments for the support of such child shall continue without regard to age or marital status, until the child is no longer subject to such disability.

2.8 Life Insurance. It is agreed that, as long as Father and Mother are legally obligated to support the minor child, both parties will contract for and keep in full force and effect a life insurance policy with a face value of Fifty Thousand and No/100 Dollars (\$50,000.00), with the other parent as beneficiaries. Within thirty (30) days after the insurance policy has been obtained, the parties will provide to the other party the name and address of the insurance company, the

  
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policy number, and a copy of the insurance policy. Once the child turns eighteen, the beneficiary can be changed.

### **Health and Dental Insurance**

2.9 The dependents are currently receiving Florida Medicaid. If their comes a time that the dependents no longer qualify for Medicaid, then the Father shall provide health insurance for the dependents.

During the above-referenced legally obligatory period, should the Father's health insurance coverage/policy be discontinued, terminate, lapse, or otherwise cause the children to become uninsured by a health insurance policy, the Father agrees to provide *written notice* to the Mother, within three (3) calendar days of the children becoming uninsured to allow the Mother time to retain coverage for the children. The cost of such insurance retained by the Mother shall be divided by the parties.

2.10 For as long as either party has a legal duty to support the children who are the subject of this Agreement, or until further order of the Court, Father shall provide dental and vision insurance for the children through group insurance available to Father through his employer.


During the above-referenced legally obligatory period, should the Father's dental and/or vision insurance coverage/policy be discontinued, terminate, lapse, or otherwise cause the children to become uninsured by a dental and/or vision insurance policy, the Father agrees to provide *written notice* to the Mother, within three (3) calendar days of the children becoming uninsured to allow the Mother time to retain coverage for the children. The cost of such insurance retained by the Mother shall be divided by the parties.

2.11 As provided by Florida Statutes, Section 61.13(1)(b), the health, dental, and vision insurance agreed to above is reasonable in cost and accessible to the children.

2.12 Each party shall cooperate with the other in the procurement of the above-described insurance and the filing of claims. The party providing an insurance policy covering the children hereunder shall (a) submit all forms required by the insurance company for payment or reimbursement of health or dental care expenses incurred by either party on behalf of the child to the insurance carrier within ten days of that party's receiving any form, receipt, bill, or statement reflecting the expenses, and (b) shall provide to the other party the following information, as applicable, no later than the thirtieth (30th) day after the date this Agreement has been signed: the name and address of the employer of the party providing insurance; whether the employer is self-insured or has health or dental insurance available; proof that such insurance has been provided for that child; and the name of the insurance carrier, the number of the policy, a copy of the policy and schedule of benefits, an insurance membership card, claim forms, and any other information necessary to submit a claim or, if the employer is self-insured, a copy of the schedule

  
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of benefits, a membership card, claim forms, and any other information necessary to submit a claim. Any change in the foregoing information (including a termination or lapse in insurance) shall be provided by the party providing insurance to the other party within ten (10) days after the providing party learns of such change.

**Non-covered Health Care Expenses**

2.13 "Non-covered Health Care Expenses" means all ordinary, reasonable and necessary expenses not covered by insurance and incurred for medical, health, dental, psychological or psychiatric care on behalf of the children who are the subject of this Judgment, including but not limited to hospitalization, prescriptions, physicians, dentists, orthodontics (including braces), contact lenses and eyeglasses, examinations, and insurance copayments, and which are incurred while either party has a legal duty to support such children.

2.14 Non-covered Health Care Expenses shall be divided by the parties as follows: Father shall pay fifty percent (50%), and Mother shall pay fifty percent (50%). A party who pays for a Non-covered Health Care Expense or receives notice of the same shall submit to the other party proof of payment or such notice at the time the expenses occurred. At the time the expenses occurred, the other party shall reimburse the paying party or pay the billing party directly for his or her share of the expense, as applicable.

2.15 Responsibility of any party for payment of health insurance, dental insurance, and/or "non-covered health care expenses" shall be considered child support for purposes of enforcement.

**ARTICLE III**  
**REAL ESTATE**

**Marital Home:**


3.1 There exists certain real property in which one or both parties may claim an interest, herein referred to as the "Marital Home," and located at: 400 Limerick Lane, Pensacola, FL 32534. The full legal description is as follows:

Lot 16, Block 1, Whispering Pines Subdivision, a subdivision of a portion of Section 7, Township 1 South, Range 30 West, Escambia County, Florida, according to the Plat thereof, recorded in Plat Book 4, Page 26, of the Public Records of said County.

3.2 The parties are joint owners of the Marital Home. The parties agree that the Husband will receive this property. The Husband shall have exclusive use, and ownership of the marital home and shall be solely responsible for the mortgage, taxes, insurance, and normal

  
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upkeep and maintenance until such is sold or such obligations associated with the property are satisfied and/or released.

3.3 For the tax year 2020 and every year eligible thereafter, Husband shall be entitled to take any itemized deductions available under the Internal Revenue Code in connection with the Marital Home, including items such as mortgage interest and real estate taxes. For the tax year 2020, and every year eligible thereafter, Wife hereby assigns to Husband any and all of her interest in any escrow accounts, homeowner's insurance policies, and/or utility deposits in connection with the Marital Home. Husband agrees to pay all taxes and insurance on the Marital Home for the calendar year 2020 and every year thereafter so long as the Marital Home remains in the possession, use and/or ownership of the Husband.

3.4 The Wife shall execute any necessary documents to transfer any title or ownership or to complete any sale, refinance, or assignment regarding the property, which shall be provided by the Husband.

**Business – Pensacola Boulevard:**

3.5 There exists certain real property in which one or both parties may claim an interest, herein referred to as the "Business," and located at: 8447 Pensacola Blvd, Pensacola, FL 32534. The full legal description is as follows:

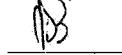
Beginning at the intersection of the South line of the North 660 feet of Lot 2 of Section 22, Township 1 South, Range 30 West and Easterly right-of-way line of the St. Louis and San Francisco Railroad (100 foot right of way); thence run East along the South line of the North 660 feet of Lot 2 for 97.28 feet to the Westerly right-of-way of State Road No. 95 (200 foot right of way), said point being in the South line of Block 117 of Fig City Subdivision; thence 105 degrees 03 minutes left along the right-of-way of State Road No. 95 for 157.67 feet to Point of Beginning; thence continue the same course for 100 feet; thence 74 degrees 57 minutes left for 65.50 feet to the Easterly right-of-way of the St. Louis and San Francisco Railroad; thence 98 degrees 02 minutes left along said right-of-way for 121.63 feet, thence left for 77.57 feet to the Point of Beginning.

3.6 Attached to said real property is a building wherein the parties operated a printing company by the name of Gator Graphix. The Husband will receive all of the assets of said company as part of this divorce, including all printers, equipment, inventory, name, business accounts, account receivables, etc.

3.7 The parties are joint owners of the business. The parties agree that the Husband Will receive this property as a result of this divorce. The Husband shall have exclusive use, and ownership of the business and shall be solely responsible for the mortgage, taxes, insurance, and

  
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normal upkeep and maintenance until such is sold or such obligations associated with the property are satisfied and/or released.

3.8 For the tax year 2020 and every year eligible thereafter, Husband shall be entitled to take any itemized deductions available under the Internal Revenue Code in connection with the Marital Home, including items such as mortgage interest and real estate taxes. For the tax year 2020, and every year eligible thereafter, Wife hereby assigns to Husband any and all of her interest in any escrow accounts, homeowner's insurance policies, and/or utility deposits in connection with the Marital Home. Husband agrees to pay all taxes and insurance on the Marital Home for the calendar year 2020 and every year thereafter so long as the Marital Home remains in the possession, use and/or ownership of the Husband.

3.9 The Wife shall execute any necessary documents to transfer any title or ownership or to complete any sale, refinance, or assignment regarding the property, which shall be provided by the Husband.

3.10 For any equity that the Wife may have in the properties and businesses mentioned above, the parties agree that the Husband will keep the Wife on payroll until September 1, 2020. Specifically, the Wife will receive \$300 a week for six months ending September 1, 2020. Additionally, after September 1, 2020, the Husband will pay the Wife an additional \$5,000.00, which shall be made at the rate of \$300.00 a week until paid in full.

#### **ARTICLE IV** **RETIREMENT**

4.1 Each party shall receive any and all benefits existing by reason of his or her past, present, or future employment or military service, including but not limited to any profit-sharing plan, retirement plan, Keogh plan, pension plan, employee stock option plan, 401(k) plan, employee savings plan, military retired pay, accrued unpaid bonuses, or disability plan, whether matured or unmatured, accrued or unaccrued, vested or otherwise, together with all increases thereof, the proceeds therefrom and any other rights related thereto. Specifically, the wife shall maintain full possession of her 401k, and the Husband shall maintain full possession of his 401k. The other party hereby waives and releases any and all claims or interest therein.

#### **ARTICLE V** **DIVISION OF OTHER ASSETS AND LIABILITIES**

##### **Automobiles**

5.1 Since separation, the Wife has purchased acquired another vehicle. Wife will have sole use and ownership of Kia Sorento. The Wife shall be responsible for the debt and insurance associated with Kia Sorento and shall hold the Husband harmless therefrom.

  
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5.2 The Husband shall assume sole use and possession of 2017 Volkswagen Beetle. The Husband shall be responsible for the debt and insurance associated with 2017 Volkswagen Beetle and hold the Wife harmless therefrom.

5.3 The parties jointly own 2018 Volkswagen Tiguan; however, a tree has landed on the vehicle. The vehicle may be totaled by the insurance company. If the vehicle is totaled and there are insurance proceeds left over, then the parties will split the insurance proceeds. If the 2018 Volkswagen Tiguan is not totaled, then the Husband shall assume sole use and possession of the 2018 Volkswagen Tiguan. The Husband shall be responsible for the debt and insurance associated with Volkswagen Tiguan and hold the Wife harmless therefrom.

**Marital Personal Property**

5.4 The Wife has personal property at the marital home. The parties will schedule pick up for same.

5.5 The Husband shall assume sole ownership of all personal property presently in his possession, and the Husband waives and releases any and all claim or interest in such assets and items.

**Non-Marital Personal Property**

5.6 Each party hereby waives and all claims to any right, title, and interest in the non-marital property of the other except as specifically agreed to in this agreement.

**Division of Liabilities**

5.7 The Husband shall be solely responsible for any debts in his name and shall hold the Wife harmless therefrom.

5.8 The Wife shall be solely responsible for any debts in her name and shall hold the Husband harmless therefrom.

5.9 Unless otherwise stated herein, there are no other obligations or liabilities of the parties known to exist. Any obligation or liability that is not listed herein shall be the responsibility of the party that incurred the same, and the party that incurred the same shall indemnify the other party and the property of the other party harmless from liability therefore.

5.10 Neither party shall hereafter incur any obligation or liability for which the other party will be liable.

  
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### **General Provisions**

5.11 Full and Complete Disclosure. Each party hereto warrants and agrees that he or she has made a full and complete disclosure to the other party of all marital and non-marital property, income, assets and liabilities.

5.12 Other Information or Instruments. Each party agrees to provide to the other party any necessary information or to execute and/or deliver any instrument or document necessary to transfer title or interest in property consistent with this Agreement.

5.13 Nondischargeable in Bankruptcy. All terms of this Agreement pertaining to the division of marital property, including but not limited to any hold harmless or indemnification provisions, are specifically intended by the parties to be non-dischargeable in the event of bankruptcy.

### **ARTICLE VI** **ALIMONY**

6.1 Both parties conclusively and irrevocable waive any claim for alimony, whether temporary, durational, "bridge-the gap," rehabilitative, permanent, or lump sum. This waiver of alimony is nonmodifiable. No provision of this Agreement should be construed as payment of alimony by either party.

### **ARTICLE VII** **TAX ISSUES**

#### **Federal Income Taxes for Tax Year 2020**

7.1 For tax year 2020, both parties shall file a separate income tax return in accordance with the Internal Revenue Code.

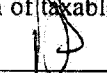
7.2 Unless otherwise specified in this Agreement, and in addition to income attributable to each party's respective non-marital property, each party must report as the party's income one-half of all income attributable to marital property, including earnings from personal services received on or before the date of the dissolution of the marriage.

7.3 Each party shall timely pay his or her tax liability in connection with the tax return filed by such party. Any refund received as a result of a party's tax return shall be the sole property of the party filing such tax return.

7.4 Each party shall indemnify and hold harmless the other party for such taxes, liabilities, deficiencies, assessments, penalties, or interest due thereon or the omission of taxable

  
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has a strict confidential relationship, such as an attorney, psychologist, accountant, or the like, or by court order.

## ARTICLE IX GENERAL PROVISIONS

9.1 Written Notice of Change of Information. Any parent shall give written notice to the other party (and, if paying child support through the State Disbursement Unit, to the State Disbursement Unit) by registered or certified mail of any intended change in the following information: (a) name, (b) marital status, (c) residence address, (d) mailing address, (e) home telephone number, (f) name of employer, (g) address of employment, or (h) work telephone number. Such written notice must be provided no later than twenty-one (21) days before a change of any of the foregoing information; provided, however, if the party does not know or could not have known of the change in sufficient time to provide such prior notice, the party shall provide written notice of the change on or before twenty-four (24) hours after the party learns of the change. The parent shall also notify the court in writing within seven (7) days of any changes.

9.2 Mutual Release. Each party waives, releases and relinquishes any actual or potential right, claim or cause of action against the other party, including but not limited to asserting a claim against the estate of the other party or to act as a personal representative of such estate, except as otherwise provided for in this Agreement or arising hereunder.

9.3 Resolution of Future Disputes. In the event of any disagreement regarding an issue between the parties, the parties shall first confer and exercise reasonable efforts to resolve such a dispute. Except in an emergency, before a party files legal action regarding an issue of any such dispute or regarding modification of any terms and conditions of this Agreement, that party shall make a good faith attempt to submit the dispute or controversy to mediation.

9.4 Reconciliation. In the event of a reconciliation or resumption of marital relations, this Agreement or its provisions shall not be abrogated in any way without further written agreement of the parties.

9.5 No Oral Agreements. The parties agree that this Agreement constitutes the entire agreement of the parties, that this Agreement supersedes any prior understandings or agreements between them, and that there are no representations, warranties, or oral agreements other than those expressly set forth herein.

9.6 No Waiver of Breach. The failure of a party to insist on strict performance of any provision of this Agreement shall not be construed to constitute a waiver of a breach of any other provision or of a subsequent breach of the same provision.

9.7 Severability. This Agreement is severable, and if any term or provision is

  
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income or claim of erroneous deductions of the applicable party.

**Dependency Exemption for 2020 and Tax Years Subsequent to 2020**

7.5 The dependency exemption for dependents for 2020 and each year thereafter shall be claimed by the Husband, unless the parties agree otherwise in writing.

7.6 The Husband shall receive the child care deduction and any other deduction pertaining to the dependents.

**Other Provisions**

7.7 Attorney is Not Tax Expert. The parties acknowledge that any attorney involved with this Agreement does not claim to be an expert in tax matters. Each party states that he or she has consulted or has had the opportunity to consult with a tax professional to fully evaluate the tax implications and consequences of this Agreement.

7.8 Request for Information and Cooperation. It is agreed that each party shall provide any information reasonably necessary to prepare federal income tax returns, within thirty (30) days of receipt of a written request for the same. Each party shall reasonably cooperate with the other in the preparation of income tax returns as set forth hereinabove. Within five days of receipt of written notice from the other party, each party will allow the other party access to these records in order to respond to an IRS examination or request for information. Purposes for which access to such records will be granted includes, but is not limited to, the determination of acquisition dates or tax basis, and such access shall include the right to copy the records.

7.9 Preservation of Information. Each party shall preserve for a period of seven years from the date of the filing of the applicable tax return, all financial records relating to the marital property. Each party shall preserve indefinitely, any records which determine or affect the tax basis in any marital property.

7.10 No Waiver of "Innocent Spouse". The parties agree that nothing contained herein shall be construed as or is intended as a waiver of any rights that a party has under the "Innocent Spouse" provisions of the Internal Revenue Code.

**ARTICLE VIII**  
**CONFIDENTIALITY**

8.1 The parties hereto agree that, due to the private nature of the personal and financial information of the parties, the contents of this Agreement and the pleadings in this case are confidential and shall not be disclosed to a third party, except to a third party with whom a party

  
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determined to be unenforceable, this shall not render the remainder of the Agreement unenforceable.


9.8 Other Acts. Each party agrees to timely perform such other acts that are reasonably necessary or that may be reasonably requested by the other party to effectuate the provisions of this Agreement.

9.9 Survival of Agreement; No Merger. This Agreement may be offered into evidence by either party in an action for dissolution of marriage, and may be incorporated by reference in a final judgment entered therein. Notwithstanding incorporation, this Agreement shall not be merged in such judgment but shall survive the judgment and be binding on the parties.

9.10 Remedies for Enforcement. The terms and provisions of this Agreement are enforceable in contract, in addition to any remedies for enforcement that may also be available under any final judgment of dissolution of marriage entered between the parties.


  
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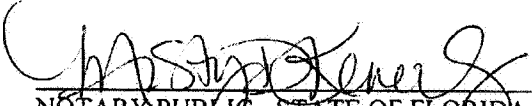
I, BILLY D. SCHIMMEL, II, hereby enter into the above agreement as part of my dissolution of marriage. I enter into this agreement freely, knowingly, voluntarily and under my own free will and desire to be bound by same.

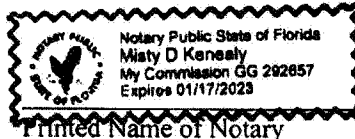
DATED this 7 day of May, 2020

  
Billy D. Schimmel, II  
Petitioner/Husband

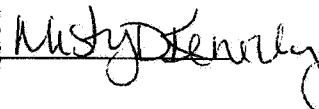
STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing was acknowledged before me this 7th day of May, 2020, by Billy D. Schimmel, who presented Florida D.L. as identification and who did take an oath.

  
NOTARY PUBLIC - STATE OF FLORIDA

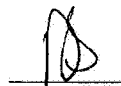


Printed Name of Notary



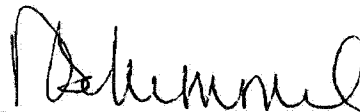
  
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I, DAPHNE SCHIMMEL, hereby enter into the above agreement as part of my dissolution of marriage. I enter into this agreement freely, knowingly, voluntarily and under my own free will and desire to be bound by same.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2020



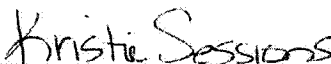
Daphne Schimmel  
Respondent/Wife

STATE OF FLORIDA  
COUNTY OF Escambia

The foregoing was acknowledged before me this 5 day of May, 2020, by **Daphne Schimmel**, who presented FLDL 5540-17080917-0 as identification and who did take an oath.



NOTARY PUBLIC - STATE OF FLORIDA



Printed Name of Notary

Kristie Sessions  
Commission # GG109574  
Expires: May 30, 2021  
Bonded thru Aaron Notary

  
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Filing # 107201848 E-Filed 05/07/2020 03:34:35 PM

**IN THE CIRCUIT COURT OF THE FIRST JUDICIAL CIRCUIT,  
IN AND FOR ESCAMBIA COUNTY, FLORIDA**

IN RE THE MARRIAGE OF:	)	
	)	
BILLY D. SCHIMMEL, II,	)	
Petitioner/Husband,	)	
	)	Case No.: _____
and	)	
	)	Division: _____
DAPHNE SCHIMMEL,	)	
Respondent/Wife.	)	
_____	/	

**PARENTING PLAN**

**1. PARENTING PLAN**

This Parenting Plan is by stipulation of both parents.

**Father**

Name: BILLY D. SCHIMMEL, II  
 Address: 400 Limerick Lane, Pensacola, FL 32514  
 Telephone Number: (850) 281-6696  
 E-Mail: billy@gatorgrafix.com

**Mother**

Name: DAPHNE SCHIMMEL  
 Address: 1011 Taga Drive, McComb, MS 39648  
 Telephone Number: (850) 281-7368  
 E-Mail:

Name	Date of Birth	Sex
J.R.S.	07/26/2003	Female
A.J.S.	10/03/2005	Female
B.D.S., III	11/29/2018	Male

**2. DURATION**

This parenting plan is intended to be a permanent resolution of parenting issues.

**3. JURISDICTION**

The United States is the country of habitual residence of the children.

The State of Florida is the children's home state for the purpose of the Uniform Child Custody Jurisdiction and Enforcement Act (UCCJEA).

This Parenting Plan is a child custody determination for the purpose of the UCCJEA, the International Child Abduction Remedies Act, 42 U.S.C. Sections 11601 et seq., the Parental Kidnapping Prevention Act, and the Convention on the Civil Aspects of International Child Abduction enacted at The Hague on October 25, 1980, and for all other state and federal laws.

#### **4. PARENTAL RESPONSIBILITY**

The Father shall have sole parental responsibility of the children.

#### **5. GENERAL PARENTAL PRINCIPLES**

Although the Father, Billy D. Schimmel, shall have sole parental responsibility of the minor children and be responsible for making all decisions for the minor children, the parties agree to the following general principles:

- A. Both Parents shall communicate about the major decisions that affect the children. Said decisions include, but are not limited to, education, discipline, religion, medical and the general parenting of the children.
- B. Each parent shall diligently remember to encourage and promote, between the other parent and children, good relations, love and affection, spending time with and giving attention to the other parent when that parent has the children. Neither parent shall obstruct, impede or interfere with the other parent's right to associate with and enjoy the company of the minor children, unless there is a court order that prohibits such contact by the other parent.
- C. Each parent shall have access to records and information about the minor children including, but not limited to, medical, dental and school records. Both parents have a responsibility to recognize that the transfer of information regarding the children's life is a mutual obligation. When this information is not readily available to the other parent, each parent should obtain and share this information with the other parent. If there is a cost of obtaining information for the other parent, that parent must pay the cost to the other parent before that parent has a duty to obtain the information. Should a parent have concerns regarding the academic, social, or emotional development of the children, the parent has an obligation to contact the appropriate school, doctor, or other individual regarding same. As a concerned and loving parent, neither parent should rely totally upon the other parent to supply all of the information which one or both parents deem necessary regarding the care and development of the children. Neither parent shall in any way obstruct or hinder the other parent's right and ability to seek and obtain information pertaining to the children (unless otherwise permitted by Court order).
- D. Each parent has the right to know of any significant illness of the children or significant injury sustained by the children. A significant illness is hereby defined as any such condition which would require a child to miss school or to be taken to a health care provider. Each party shall notify the other parent promptly of any significant illness or injury affecting the minor children.



- E. Unless otherwise provided herein or by a court order, the parent enrolling the children in school shall list both parents on the student registration card or other document(s) required by the school to allow either parent to pick the children up from school or check the children out of school. Absent an emergency or the consent of the other parent, a parent should pick up or check out the children only on days assigned to that parent under the parties' time-sharing schedule.
- F. Neither parent shall in the presence of or around the children make any disparaging remarks about the other parent or call the other parent by an obnoxious or offensive name, use slang or curse words when referring to the other parent, or ask the children about the other parent's private life. Any feelings of ill will, dislike, hatred, lack of respect, or anger held by one parent against the other or held by both parents, shall not be exhibited in the presence of or around the children. The relationship between the parents shall be as respectful and courteous as possible when dealing with matters relating to the children. Also, neither parent shall allow third persons to make any disparaging remarks about the other parent or call the other parent by an obnoxious or offensive name, use slang or curse words when referring to the other parent, while in the presence of the children.
- G. Each parent has a duty to communicate directly with the children concerning his or her relationship with the children to the extent warranted by the children's age and maturity. Neither parent can expect the other parent to act as a go between or a buffer between the other parent and the children. For example, if time-sharing is missed or changed by a parent and the children asks why, that parent should discuss this with the children.
- H. Both parents shall be entitled to participate in and attend activities in which the children are involved, such as religious activities, school programs, lunch with the children at school, sports events and other activities and important school and social events in which the children participate. A school's policy may supersede a parent's right to attend certain activities. Each parent has the duty to independently obtain knowledge of and information about these events. If information is exclusively or uniquely known to one parent, then that parent has the duty to timely inform the other parent, within a reasonable period of time before the event.
- I. The children's legal surname (Schimmel) shall not be changed except by court order. The children shall be referred to by the children's legal surname in all proceedings (including, but not limited to, school, medical, religious, day care records, etc.) and occasions (including, but not limited to, social events, religious events, school activities, family gatherings, at home, work or play). While legal stepparents often participate significantly in the life of the children and bonds of love and affection are formed, enjoyed and encouraged, each parent must remember that the stepparent is NOT to overshadow or displace the role of the other parent in the children's life. While it is acceptable for the children to use a respectful name commonly associated with the role of a parent when talking to or about the step-parent, that name shall not replace the name of Mother or Father (or common derivative, e.g., mom or dad) used by the children to refer to the child's parents.
- J. Each party has a duty to confer with the other pertaining to all major decisions affecting the welfare of their children (unless otherwise prohibited by Court order, entered after the

Court order incorporating this schedule, for example: Domestic Violence Restraining Order). Both parents shall confer so that the advantages and disadvantages of all major decisions affecting the welfare of the children will be determined jointly. Such major decisions may include, but are not limited to, the education, medical and dental care, religious training and discipline of the minor children. For example, this duty would include an obligation to discuss a decision to remove a child from public school in order to enroll a child in private school. It may also include allowing a child to participate in a school related activity, e.g., field trip. It would not include a decision to have a child's hair trimmed.

- K. Each parent shall have access to all academic, medical, and other health related information pertaining to the children. Both parents shall share all information to such records.
- L. Each parent has independent authority to confer with the children's school, day care, medical and health related providers and other programs with regards to the children's educational, emotional and social progress.
- M. Both parents shall be listed as emergency contacts for the children.

#### **6. SPECIFIC AREAS OF PARENTAL RESPONSIBILITY**

- A. **DAILY TASKS ASSOCIATED WITH THE UPBRINGING OF THE CHILDREN:** Each parent shall determine the manner and method of daily tasks associated with the upbringing of the children when the children are in their respective care.
- B. **HEALTH CARE DECISION MAKING SHALL BE:** As noted above, the parents will discuss any health care decisions. If the parties are in a disagreement, then Father will be the ultimate decision maker, unless in an emergency in which the children are with the Mother.
- C. **THE CHILDREN SHALL ATTEND SCHOOL:** At the public school for attendance zone of the Father's address.
- D. **SCHOOL-RELATED MATTERS DECISION MAKING SHALL BE:** The parents will discuss any school-related matters; however, the Father will be the ultimate decision maker.
- E. **CHILDREN'S EXTRACURRICULAR ACTIVITIES DECISION MAKING SHALL BE:** The parents will discuss any extracurricular activities; however, the Father will be the ultimate decision maker.
- F. **COSTS ASSOCIATED WITH EXTRACURRICULAR ACTIVITIES (i.e registration, uniforms, equipment) SHALL BE:** Shared by both parents. However, if the parents decide to split the costs of each extracurricular activity and any uniforms and/or equipment required for the same (e.g., Mother pays for all costs associated with football while Father pays for all costs associated with baseball),

any amount paid in excess by one parent shall be reimbursed by the other parent, so that 50% of all costs are paid by the Father and 50% by the Mother.

If the extracurricular activity or expense shall obligate the parents to monthly or installment payments, e.g. school trip, karate lessons, both parents must consent to said activity or expense for reimbursement to be requested and received.

- G. CHILDREN'S AUTOMOBILE EXPENSES (UPON CHILDREN REACHING LEGAL DRIVING AGE) SHALL BE: Shared by the parents while the children are a minor. For any expenses to be shared concerning the purchase/acquisition of a vehicle (purchase/lease), said purchase/acquisition expenses must be agreed upon by both parties. Otherwise, the parties mutually agree to be equally responsible for any and all costs associated with the necessary repair, maintenance, and insurance of the minor children's automobile(s).

## 7. COMMUNICATIONS WITH THE CHILDREN

Both parents shall provide the other parent with current contact information including home and work telephone numbers and addresses.

Each parent shall maintain at least one working phone.

Telephone, e-mail or other forms of contact shall not be monitored by or interrupted by the other parent unless agreed to in writing or ordered by the Court.

- A. Each parent shall maintain a cellular phone and internet and e-mail access for purposes of facilitating the children's contact with the other parent.
- B. Unless otherwise provided for below, each parent shall bear the cost of supplying the children with the communication methods selected in 8.A. in their respective households.
- C. Upon the minor children receiving their own cellular phone, the cost of cellular phone access for the minor children shall be split with the Father paying 50% and the Mother paying 50%.
- D. Each parent shall have the right to contact the children by telephone at the residence or location of the other parent with reasonable frequency, during reasonable hours, and for a reasonable duration (unless otherwise prohibited by Court Order). Unless an emergency arises, "reasonable frequency" is defined as once per day. "Reasonable hours" is defined as a) during weekdays from 7:00pm to 9:00pm (children's local time), and b) during weekends from 7:00am through 9:00pm (children's local time). The parent initiating the telephone call shall notify the other parent at least thirty (30) minutes prior to initiating the telephone call. "Reasonable duration" is hereby defined as no longer than one (1) hour per call. This does not limit the child from calling the parent on their own.

E. The children or parent not enjoying parenting time can initiate contact.

## **8. COMMUNICATIONS WITH THE OTHER PARENT**

Unless otherwise ordered through the Court, parents shall communicate in person, by telephone, by e-mail, by text message, through a third party, by mail, by Skype, or any other appropriate means of communication (e.g., facsimile).

## **9. MEDICAL/HEALTH DECISIONS**

Parents shall discuss all medical, psychological, counseling, therapeutic, optical, orthodontic, dental, or other health related care and needs of the children.

In the event of a serious illness, accident or hospitalization affecting the health of the children, the parent with the knowledge of such event shall immediately notify the other parent.

A parent scheduling a routine appointment for the children shall give the other parent advance notice of the appointment to allow the other parent to attend.

## **10. SCHEDULING**

### **A. School Calendar**

If necessary, on or before August 1 of each year, both parents shall obtain a copy of the school calendar for the next school year. The parents shall discuss the calendar(s) and the time-sharing schedule so that any differences or questions can be resolved.

The parents shall follow the school calendar of the school in which each child attends.

### **B. Academic Break Definition**

When defining academic break periods, the period shall begin at the end of the last scheduled day of classes before the holiday or break and shall end on the first day of regularly scheduled classes after the holiday or break.

### **C. Schedule Changes**

A parent making a request for a schedule change shall make the request as soon as possible, but in any event, except in cases of emergency, no less than seventy-two (72) hours before the change is to occur.

A parent requesting change of schedule shall be responsible for any additional child care or transportation costs resulting from the change.

## **12. TIME SHARING PLAN**

The parents shall have time-sharing/parenting time according to the following plan (listed according to overnight stay):

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
<b>Week 1</b>	Father	Father	Mother	Father	Father	Father	Father
<b>Week 2</b>	Father	Father	Father	Father	Mother	Mother	Mother
<b>Week 3</b>	Father	Father	Mother	Father	Father	Father	Father
<b>Week 4</b>	Father	Father	Father	Father	Mother	Mother	Mother

\*If there is five weeks in a month, then the rotation will continue to the next party.

The parenting times above shall start from the time school recesses or one (1) hour after school if the children needs to retrieve personal items from the other parent (the one (1) hour does not apply if the parent beginning parenting time supplies all necessary clothing, accessories, etc.), or it starts otherwise at 6:00 p.m., if, due to work related reasons, the parent beginning parenting time is unable to start parenting time after school recesses. Unless otherwise stated herein, parenting time continues through the morning until the other parent's next parenting time begins. If school is in session, the children shall be taken to school by the parent whose parenting is ending, unless otherwise stated herein. If school is not in session, the children shall be returned to the other parent's residence or day care provider, if applicable, by 9:00 a.m., unless otherwise stated herein. Once the children are picked up to begin parenting time, it is that parent's responsibility to house and care for the children during this time period unless the other parent agrees that the children should be returned early.

The Father may agree to allow the Mother to have additional parenting time.

### 13. GENERAL TIME SHARING PROVISIONS

#### A. Back-up Care (if parents are located within 75 miles of one another):

- i. **Short Term:** When the children are with either parent and that parent has to be absent, because of work, social obligations etc., and is not able to care for the children for a period of less than six (6) hours, that parent does not have to give the other parent first right of refusal to keep the children as long as a relative, by blood or marriage, within the second degree (e.g., grandparent, aunt, uncle or step-parent) provides care for the children. If a relative, as defined above, does not provide that care, then that parent shall contact the other parent and allow him or her the opportunity to care for the children. The parent that is providing back-up care shall provide all transportation associated with exercising this visitation.
- ii. **Long Term:** When the children are with either parent and that parent has to be absent for a period of time in excess of six (6) hours, the parent that is

not able to care for the children shall contact the other parent and allow him or her the opportunity to care for the children. If that parent is not able to care for the children, then a relative, by blood or marriage, within the second degree (e.g., grandparent, aunt, uncle or step-parent) may care for the children. The parent that is providing back-up care shall provide all transportation associated with exercising this visitation.

- iii. Exception to Short and Long Term Back-up Care: If the children are enrolled in and attending day care or after school care and the policy of the day care/after school care provider requires the attendance of the children or the children will lose their slot, compliance with the above provisions is not mandatory.

A(1). Back-up Care (if parents are not located within 75 miles of one another):

- i. When the children are with either parent and that parent has to be absent, because of work, social obligations etc., and is not able to care for the children for any extended period of time, that parent does not have to give the other parent first right of refusal to keep the children as long as a relative, by blood or marriage, within the second degree (e.g., grandparent, aunt, uncle, step-parent or a child of the parties who is over the age of 16 provides care for the children. If a relative, as defined above, does not provide that care, then that parent shall contact the other parent and allow him or her the opportunity to care for the children. The parent that is providing back-up care shall provide all transportation associated with exercising this visitation.

B. Trip Itinerary: Each parent has the right to know the whereabouts of the children when parenting time will be exercised in a different location other than the home.

Should either parent have the children away from their normal residence for a period of more than 24 hours (e.g., for a trip or vacation) within the United States:

The parent traveling with the children shall give the other parent at least forty-eight (48) hours written notice before traveling out of state unless there is an emergency, and shall provide the other parent with a detailed itinerary, including (1) location and telephone numbers where the children and parent can be reached, (2) the length of the stay, (3) the name of all persons who may provide care for the children during the stay, (4) the departure date, and (5) the date of return/arrival.

- 1. At least fourteen (14) days prior to traveling, the parent shall provide a detailed itinerary, including (1) location and telephone numbers where the children and parent can be reached, (2) the length of the stay, (3) the name of all persons who may provide care for the children during the stay, (4) the departure date, and (5) the date of return/arrival. Each parent agrees to provide whatever documentation is necessary for the

other parent to take the children out of the country.

In case of an emergency involving the children, and in the best interest of the children, each parent is encouraged to communicate with the other (unless prohibited by Court order) when he or she will be traveling away from home for less than 24 hours. Each parent should provide the other parent with telephone numbers, pager number, e-mail address, or voicemail, or other contact information for a third party so the parent may contact the other parent if there is an emergency involving the children.

- C. Scheduled Events: In the event a child has an extracurricular activity or social event (e.g., football game, band recital, Scout meeting, school/church play, etc.), then both parents are required to assure the child's attendance, provided the parents have agreed in writing the child will participate in these activities and the child is not otherwise ill or unable to attend due to extraordinary circumstances. Both parents have the right to be informed as to the schedule of such activities in which the child is involved and both shall be entitled to attend such activities (unless otherwise prohibited by Court order). Both parents shall make good faith efforts to get the child to such activities on time and in appropriate attire. If not attending such activity, the parent who drops the child off for such activity has the duty to ensure that the child is picked up from such activity.
- D. Child Support: Non-payment or late payment of child support is not a legal or acceptable reason to deviate from or refuse to follow this schedule. Conversely, denial of parenting time will not legally justify non-payment or late payment of child support. Denial of parenting time may subject the denying parent to sanctions (punishment) by the Court.
- E. Grandparents: Grandparents usually have a desire to maintain a relationship and contact with their grandchild. Likewise, grandchildren benefit from maintaining a strong and loving relationship with their grandparents. The parents are strongly encouraged to share parenting time with the paternal and maternal grandparents.
- F. Waiting: The children and a parent shall have no duty to await the arrival of the other parent for more than thirty (30) minutes. If the children are not picked up by a parent within that time, then time-sharing shall be forfeited for that period, unless the parent's delay is excused by illness, extended work hours, or a physical impossibility to arrive on time, or a telephone call explaining the reason for the delay before the thirty (30) minutes have elapsed.
- G. Cancellation by a parent: Forty-eight (48) hour notice shall be given by one parent to the other parent if time-sharing will not be exercised for any scheduled time-sharing. Otherwise, the parent who will be exercising his/her time-sharing is expected to pick up the children at the appointed time. Any time-sharing that is canceled without forty-eight (48) hour notice by a parent shall be forfeited unless the lack of time-sharing is caused by illness, extended work hours, or a physical impossibility to pick up the children. In the event a child is ill and unable to safely

leave the home, the parent who has the child in his/her care shall give the other parent twenty-four (24) hour notice, if possible, in order that appropriate alternate plans can be made.

- H. Make-up Time-Sharing. If weekend time-sharing is missed, it shall be made up on an "alternate weekend" (presumably the weekend immediately following the missed time-sharing period) or another mutually agreeable weekend or time period. The regular time-sharing shall then recommence the following weekend. Summer, Spring Break, Fall Break, and Christmas make-up days shall be added to the time-sharing schedule for the following Summer, Spring Break, Fall Break, and Christmas. Make-up time-sharing for weekday parenting shall be made up the next day, or otherwise is forfeited unless the parties otherwise agree.
- I. No Activity that Endangers Child. The parents agree to refrain from engaging in any activity which may endanger the health, safety or morals of the children.
- J. Adequate Clean Clothing for Time-Sharing: Clean and appropriate (correct size, seasonally correct, etc.) clothing shall be supplied by the each parent during his/her time-sharing and all clothes belonging to the other parent shall be returned to that parent in the same condition.
- K. Future Relationships. Both parties recognize that they will have relationships with other adults that will impact the children. As such, neither party shall tell or encourage the children to disobey a "parental" figure in the other parent's home such as a stepparent. Furthermore, neither parent shall allow a "parental" figure to criticize the other parent or allow them to administer corporal punishment to the children. Lastly, neither parent shall cohabit with a person of the opposite sex during time-sharing with the minor children, unless they are legally married.

#### 14. HOLIDAYS, ACADEMIC BREAKS, SIGNIFICANT DAYS

The time-sharing plan selected in Section 12 above shall be modified by the holiday, academic breaks and significant day schedule below.

##### A. Holiday Schedule:

HOLIDAY	ODD YEARS	EVEN YEARS	EVERY YEAR
Mother's Day			MOTHER
Father's Day			FATHER
Martin Luther King, Jr. Day	FATHER	MOTHER	
President's Day	MOTHER	FATHER	



Memorial Day	FATHER	MOTHER	
4 <sup>th</sup> of July	MOTHER	FATHER	
Labor Day	MOTHER	FATHER	
Halloween	FATHER	MOTHER	
Veteran's Day	MOTHER	FATHER	
Thanksgiving Holiday	FATHER	MOTHER	
Child's Birthday	FATHER	MOTHER	

It is recognized that holiday parenting time is an interruption of, and supersedes regular weekday, weekend, and any uninterrupted summer parenting time. Holidays and other parenting times shall be governed by the schedule of the public school in the district where the children have been designated to attend school. At the conclusion of any holiday parenting time, the previously established parenting schedule shall resume as if there was no interruption unless otherwise agreed to by both parents.

- B. Thanksgiving Holiday/Fall Break: Thanksgiving holiday begins from the time school recesses or one (1) hour after school recesses (the one hour does not apply if the parent exercising time-sharing supplies all clothing, accessories, etc.), or it starts otherwise at 6:00 p.m. if the parent beginning parenting time is unable to start parenting time after school recesses. Time-sharing/Parenting time for the Thanksgiving Holiday ends the following Monday morning when school reconvenes, but if the parents are not residing within seventy-five (75) miles of one another, it shall end at 12:00 p.m. the day prior to school reconvening. Unless the children are returned the day prior to school reconvening, the parent exercising time-sharing/parenting time shall take the children to school on the scheduled morning that school reconvenes or return the children to the other parent or day care provider, no later than 9:00 a.m.
- C. Christmas Vacation: The Christmas holiday period shall be divided by the total number of days for the Christmas holiday. Christmas parenting time shall start at the time school recesses or one (1) hour after school recesses (the one (1) hour does not apply if the parent having parenting time supplies all clothing, accessories, etc.), or it starts otherwise at or before 6:00 p.m. if the parent beginning parenting time is unable to start his/her parenting time after school recesses. Christmas Vacation parenting time ends when school reconvenes, but if the parents are not residing within seventy-five (75) miles of one another, it shall end at 12:00 p.m. the day prior to school reconvening. Unless the children are returned the day prior to school reconvening, the parent exercising time-sharing/parenting time shall take the children to school on the scheduled morning that school reconvenes or return the children to the other parent or day care provider, no later than 9:00 a.m.

In odd-numbered years, the Mother shall have the children the first half of the Christmas holiday period. In even-numbered years, the Father shall have the children the first half

of the Christmas holiday period.

The children transition to the other parent for the second half of the Christmas vacation at 12:00 p.m. on the day between the two halves of Christmas vacation (if the calculated number of days of Christmas vacation is odd) or on the first day of the second parent's time (if the calculated number of days of Christmas vacation is even), unless otherwise noted herein or agreed to by the parents.

Splitting the holiday period equally can result in one parent having both Christmas Eve and Christmas Day. If such occurs, the parents shall follow the following schedule for December 24th through December 26th: The Father shall have the children on Christmas Eve until 9:30 p.m. The Mother shall have the children from Christmas Eve at 9:30 p.m. until 9:30 p.m. on Christmas Day. The parent not exercising time-sharing shall have the children from 9:30 p.m. on Christmas day until 12:00 p.m. on December 26th, at which time the Christmas vacation schedule resumes.

- D. Easter: Easter often falls within spring break vacation. In the event it does not, the Mother shall have the children during even-numbered years from 8:00 a.m. on Easter until school or day care reconvenes the following Monday, or otherwise until 9:00 a.m. Monday morning. The Father shall have the same time-sharing/parenting time during odd-numbered years.

If Easter falls within the spring break vacation period, then parenting time shall be pursuant to Paragraph E below.

- E. Spring Break: The Mother shall have the parenting time with the children for spring break during odd-numbered years and the Father shall have the parenting time during even-numbered years, unless otherwise agreed to by the parents.

Spring break parenting time shall commence from the time school recesses or one (1) hour after school recesses (the one (1) hour does not apply if the parent having parenting time supplies all clothing, accessories, etc.), or it starts otherwise at or before 6:00 p.m. if the parent beginning parenting time is unable to start his/her parenting time after school recesses. This vacation period shall end the morning school reconvene, but if the parents are not residing within seventy-five (75) miles of one another, it shall end at 12:00 p.m. the day prior to school reconvening. Unless the children are returned the day prior to school reconvening, the parent exercising time-sharing/parenting time shall take the children to school on the scheduled morning that school reconvenes or return the children to the other parent or day care provider, no later than 9:00 a.m.

- F. Fall Break: In the event the children's school elects to have a Fall Break separate from the week of Thanksgiving, the Mother shall have the time-sharing with the children during odd-numbered years and the Father during even-numbered years.

Fall Break time-sharing/parenting time shall commence from the time school recesses, or one (1) hour after school recesses (the one hour does not apply if the parent exercising time-sharing supplies all clothing, accessories, etc.), or it starts otherwise at 6:00 p.m. if

the parent beginning parenting time is unable to start parenting time after school recesses. This vacation period shall end the morning school reconvenes, but if the parents are not residing within seventy-five (75) miles of one another, it shall end at 12:00 p.m. the day prior to school reconvening. Unless the children are returned the day prior to school reconvening, the parent exercising time-sharing/parenting time shall take the children to school on the scheduled morning that school reconvenes, or shall return the children to the other parent or day care provider, no later than 9:00 a.m.

- G. **Birthdays:** The minor children shall celebrate his birthday at the home of the Mother during even-numbered years and at the home of the Father during odd-numbered years. If the Mother and Father reside more than fifty (50) miles from one another, the Mother and Father will make good faith efforts to accommodate the other party's birthday celebration for the minor children.

If the children attends school, parenting time shall commence from the time school recesses or one (1) hour after school recesses (the one (1) hour does not apply if the parenting having parenting time supplies all clothing, accessories, etc.), or it starts otherwise at 6:00 p.m. if, due to work related reasons, the parent starting parenting time is unable to start his/her parenting time after school recesses. Unless otherwise agreed to by the parties, parenting time ends the following morning when the children are either returned to school or by 9:00 a.m. to the other parent's residence or day care provider if the children are not in school. If the children are not of school age, that child can be picked up by the other parent as early as noon, if a parent's schedule permits, for exercising birthday visitation. If the birthday celebration falls on a weekend, it will be from 8:00 a.m. through 6:00 p.m. if the parent having the birthday parenting time is not already scheduled to have regular parenting time with the children pursuant to the regular parenting schedule. When appropriate, the parent holding a birthday celebration for the children may wish to consider inviting the other parent to the children's celebration. If the parties have more than one (1) child, the above parenting times apply to all children of the parties.

- H. **Father's Day and Mother's Day:** The day shall be spent each year with the appropriate parent.
- I. **Summers:** The Father shall have parenting time the first (1<sup>st</sup>) one-half (1/2) of summer break visitation during odd-numbered years, and the second (2<sup>nd</sup>) one-half (1/2) during even-numbered years. The parent not enjoying his/her summer visitation time shall have the same weekday and weekend visitation the other parent normally has throughout the rest of the year, as well as communication rights, during the summer, except that each parent has a right to have the child(ren) for uninterrupted parenting time for two (2) weeks. The parents may agree in writing to a longer or shorter period of uninterrupted parenting time. The uninterrupted parenting time shall occur during that parent's part of summer parenting time unless otherwise agreed in writing. Each party should attempt, when possible, to give the other party as much advance written notice of when they will be exercising uninterrupted parenting time during the summer. Any period of uninterrupted parenting time shall not conflict with any holiday or birthday parenting time unless the parties otherwise agree in writing. Uninterrupted parenting time shall not be construed to supersede a parent's communication rights as provided by the parenting plan.

The summer break parenting time shall commence from the time school recesses, or one (1) hour after school recesses (the one (1) hour does not apply if the parent enjoying parenting time supplies all clothing, accessories, etc.) or it starts otherwise at 6:00 p.m., if the parent starting parenting time is unable to start his/her parenting time after school recesses. Summer break concludes at 6:00 p.m. on the seventh (7<sup>th</sup>) day prior to school reconvening for the next school year. The children's transition to the other parent for the second half of the summer at 12:00 p.m. on the day between the two halves of summer (if the calculated number of days of summer vacation is odd) or on the first day of the second parent's time (if the calculated number of days of summer vacation is even).

If a child is required to attend summer school, the time sharing school proceed as during the normal school year for the time summer school is in session. Any remaining portion of the summer break, as defined above, shall be equally split between the parents.

- J. School Planning Days: Parents are to divide all school planning days equally. In that regard, the Father should notify the Mother at the beginning of each school year as to when all school planning days are scheduled, so that the Mother can make efforts to spend this additional time with the children on a rotating basis. If the parties cannot agree, the Father shall have the first school planning day, and the parties shall rotate every other school planning day thereafter. Hours of shared parenting for school planning days shall be from 9:00 a.m. until school begins the following morning (if in session), or otherwise at 9:00 a.m. the following morning when the children are returned to the parent beginning parenting time or day care, if applicable.
- K. Mother's Birthday and Father's Birthday: The day shall be spent each year with the appropriate parent. In the event the parents share a common birthday, the day shall be spent with the Mother in even-numbered years and with the Father in odd-numbered years.

## 15. TRANSPORTATION AND EXCHANGE OF CHILDREN

If either parent relocates from their current residence/county/state, the parties agree to make a good faith effort to work to modify and resolve all transportation terms/arrangements without the need for court intervention.

When exchanges occur:

All necessary information will be sent with the children regarding and including:

- Medicine and dosage in its original packaging;
- Homework assignments, school projects, and directions;
- Social activities with equipment;
- Appointments;

When airline transportation is used and the children are below the age to fly unaccompanied, the parent having the children transported by air for timesharing must make arrangement with the airline(s) to have the children accompanied by airline personnel. The additional cost shall be borne by the parent having the children transported, unless otherwise provided by Court order or agreement between the parties. If airline transportation for the children are

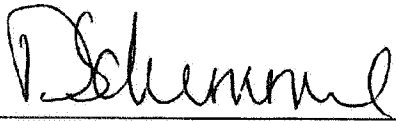
required for time-sharing due to the distance/miles between the parents' residence, the cost of any such airline transportation shall be borne by the parent having the children transported.

**16. MODIFICATION OF PARENTING PLAN**

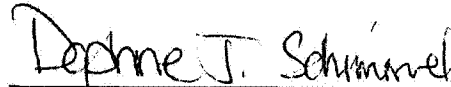
Parents are encouraged to vary terms of the parenting plan as best meets the needs of the children first and the parents second. No modification (oral or written) is enforceable by the Court unless and until it is presented to the Court and made part of a court order.

**17. RELOCATION OF A PARENT**

- A. The parties agree that either parent is permitted to relocate within the continental United States, granted sixty (60) days' notice is provided by the parent seeking to relocate. If sixty (60) days' notice is not possible, notice shall be provided immediately by the relocating parent upon their knowledge that relocation is to occur, not to be less than thirty (30) days' notice. Upon relocation by either parent, the parties shall establish a post-relocation time-sharing schedule and any transportation arrangements necessary to facilitate access/time-sharing with the minor children.
- B. Regardless of relocation, both parents shall maintain their normal time-sharing schedule with the children.



Mother's Signature

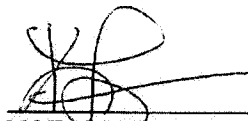


Mother's Printed Name

STATE OF FLORIDA

COUNTY OF ESCAMBIA


I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, DAPHNE SCHIMMEL, to me well known to be the person described in or who produced a Florida Driver's License as identification, who executed the foregoing Parenting Plan and acknowledged before me that she executed the same freely and voluntarily and for the purpose therein expressed. WITNESS my hand and official seal in the County and state last aforesaid this 5 day of May, 2020.



NOTARY PUBLIC, STATE OF FLORIDA



Commission # GG109574  
Expires: May 30, 2021  
Bonded thru Aaron Notary

  
\_\_\_\_\_  
Father's Signature

Billy D. Schimmel  
\_\_\_\_\_  
Father's Printed Name

STATE OF FLORIDA

COUNTY OF ESCAMBIA

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, BILLY D. SCHIMMEL, II, to me well known to be the person described in or who produced a Florida Driver's License as identification, who executed the foregoing Parenting Plan and acknowledged before me that he executed the same freely and voluntarily and for the purpose therein expressed. WITNESS my hand and official seal in the County and state last aforesaid this 7th day of May, 2020.



  
\_\_\_\_\_  
NOTARY PUBLIC - STATE OF FLORIDA

Filing # 145170597 E-Filed 03/07/2022 11:10:57 AM

**IN THE COUNTY COURT IN AND  
FORESCAMBIA COUNTY, FLORIDA**

**CASE NO.: 2021 SC 003495**

MIDLAND CREDIT MANAGEMENT, INC.  
P.O. Box 939069  
SAN DIEGO CA 92193

Plaintiff,

vs.

DAPHNE SCHIMMEL  
aka: DAPHNE JSCHIMMEL  
400 LIMERICK LN  
PENSACOLA FL 32514

[daphneschimmel@gmail.com](mailto:daphneschimmel@gmail.com)

Defendant.

**FINAL JUDGMENT**

At a Small Claims Pretrial Conference on September 10, 2021, the parties appeared and entered into a court-ordered payment plan. The Plaintiff notified the court that the defendant failed to pay as agreed. As a result, the plaintiff is entitled to a Final Judgment and it is,

ORDERED AND ADJUDGED that the Plaintiff, MIDLAND CREDIT MANAGEMENT, INC., located at P.O. Box 939069, SAN DIEGO CA 92193, shall recover from the Defendant, in the principal sum of \$6,144.38, plus costs of \$370.00, which shall bear interest at the rate of 4.25% and thereafter shall bear interest at the rate set by the Chief Financial Officer of the State of Florida, and as governed by Florida Statute Sec. 55.03, until paid, for which let execution issue.

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



signed by COUNTY COURT JUDGE PAT KINSEY  
on 03/05/2022 14:03:44 nDe+oB 117

cc: Andreu, Palma, Lavin & Solis, PLLC  
Attorney for Plaintiff

Defendant



Recorded in Public Records 09/06/2012 at 04:09 PM OR Book 6903 Page 1977,  
Instrument #2012068211, Ernie Lee Magaha Clerk of the Circuit Court Escambia  
County, FL Recording \$18.50

OR BK 4538 PG0740  
Escambia County, Florida  
INSTRUMENT 00-718167

FILED & RECORDED

IN THE CIRCUIT COURT IN AND FOR ESCAMBIA COUNTY, FLORIDA

WHITNEY NATIONAL BANK,  
f/k/a Whitney National Bank of Florida  
P.O. Box 61260  
New Orleans, LA 70161,

Mar 20 10 57 AM '00

CLERK  
JURY  
CLERK

Plaintiff

v.

Case No.: 98-0986-CA-01  
Division: "J"

BILL D. SCHIMMEL,

Defendant.

Certified to be a true copy  
the original on file in this office  
Witness my hand and official seal  
ERNIE LEE MAGAHA  
Clerk of the Circuit Court  
Escambia County, Florida  
By: [Signature]  
Date: 2/28/00

FINAL JUDGMENT

THIS MATTER having come before the Court upon Plaintiff's Affidavit of Default and  
Indebtedness, and the Court having considered same and the other Affidavits supporting  
the sums owing, it is

**COUNT I**

**ADJUDGED** that Plaintiff, WHITNEY NATIONAL BANK, f/k/a Whitney National  
Bank of Florida, recover from Defendant, BILL D. SCHIMMEL, the sum of \$29,245.68 on  
principal, interest, and late charges through January 5, 2000 plus a per diem thereafter of  
\$7.220241, until this final judgment is entered and thereafter at the rate provided for, plus  
\$2,458.50 for attorneys' fees, which the Court hereby finds are reasonable fees, with  
costs in the sum of \$110.50, making a total of \$31,814.68, that shall bear interest at the  
rate of 10%, for which let execution issue.

**COUNT II – LOST INSTRUMENT**

**IT IS FURTHER ORDERED AND ADJUDGED** that a copy of the Note was

DR BK 4538 PG0741  
Escambia County, Florida  
INSTRUMENT 00-718167

presented to the Court, but the original Note has been lost. Plaintiff is entitled to reestablish and enforce a photocopy of the Note. Accordingly, the original Note sued upon herein is reestablished, and a copy of said Note is substituted in place of the original as if it were the original.

**DONE AND ORDERED** in chambers at Pensacola, Escambia County, Florida this

20<sup>th</sup> day of March, 2000.

  
CIRCUIT JUDGE

Conformed copies to:

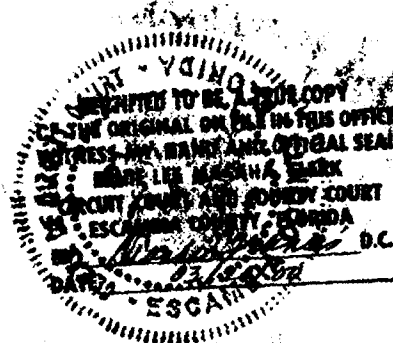
Sally Carney Bussell, Esquire

Robert R. McDaniel, Esquire, Attorney for Bill D. Schimmel, 103 N DeVilliers St, Pensacola, FL 32501

Mr. Bill D. Schimmel, 4605 Tradewinds Dr, Pensacola, FL 32514

Prepared by:

Sally Carney Bussell, Esquire



RCD Mar 24, 2000 09:01 am  
Escambia County, Florida

Ernie Lee Magaha  
Clerk of the Circuit Court  
INSTRUMENT 00-718167

Recorded in Public Records 09/06/2012 at 04:09 PM OR Book 6903 Page 1979,  
Instrument #2012068212, Ernie Lee Magaha Clerk of the Circuit Court Escambia  
County, FL Recording \$18.50

**IN THE CIRCUIT COURT IN AND FOR ESCAMBIA COUNTY, FLORIDA**

WHITNEY NATIONAL BANK  
f/k/a Whitney National Bank of Florida,

Plaintiff,

v.

CASE NO.: 98-0986-CA-01

BILL D. SCHIMMEL,

Defendant.

**AFFIDAVIT OF LAST KNOWN ADDRESS**

Before me, the undersigned authority, personally appeared Rhonda Verduzco,  
who, after being duly sworn, deposes and says:

1. That she is the Legal Adjuster of Whitney National Bank; that she has personal knowledge of the facts herein; and is authorized to execute this Affidavit on behalf of Whitney National Bank.
2. That the current mailing address of Whitney National Bank, is P. O. Box 4019, Gulfport, Mississippi 39502.
3. That the last known address of Bill D. Schimmel is 3088 Pine Forest Road, Cantonment, Florida 32533.
4. That Whitney National Bank is the owner and holder of that Final Judgment entered against Bill D. Schimmel on March 20, 2000, in this case.

FURTHER AFFIANT SAYETH NAUGHT.

WHITNEY NATIONAL BANK

By: Rhonda Verduzco  
Its: Legal Adjuster

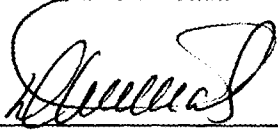
BK: 6903 PG: 1980 Last Page

STATE OF MISSISSIPP

COUNTY OF Hancock

The foregoing Affidavit of Last Known Address was acknowledged before me this 28<sup>th</sup> day of August, 2012, by Rhonda Verduzco, as Legal Adjuster of Whitney National Bank on behalf of the bank. She is personally known to me or has produced Self as identification and did take an oath.



  
\_\_\_\_\_  
Notary Public

Recorded in Public Records 6/7/2022 2:21 PM OR Book 8799 Page 1542,  
Instrument #2022058339, Pam Childers Clerk of the Circuit Court Escambia  
County, FL Recording \$10.00

Recorded in Public Records 5/17/2022 3:55 PM OR Book 8787 Page 21,  
Instrument #2022051129, Pam Childers Clerk of the Circuit Court Escambia  
County, FL

Filing # 149654950 E-Filed 05/16/2022 02:05:20 PM

**IN THE COUNTY COURT FOR THE  
1ST JUDICIAL CIRCUIT  
IN AND FOR ESCAMBIA COUNTY, FLORIDA**

**CASE NUMBER: 2019 SC 006273**

TD BANK USA, N.A.  
7000 TARGET PARKWAY NORTH - MS-NCB-0464  
MINNEAPOLIS MN 55445

Plaintiff,

vs.

DAPHNE J SCHIMMEL  
400 LIMERICK LN  
PENSACOLA, FL 32514  
[daphneschimmel@gmail.com](mailto:daphneschimmel@gmail.com)

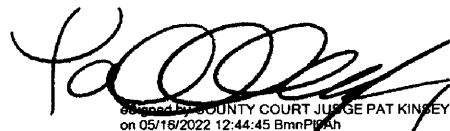
Defendant.

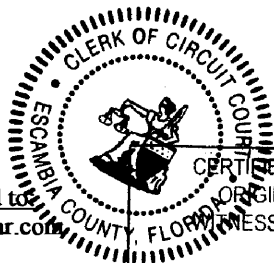
**FINAL JUDGMENT**

At a Small Claims Pretrial Conference on January 15, 2020, the parties appeared and entered into a court-ordered payment plan. The Plaintiff notified the court that the defendant failed to pay as agreed. As a result, the plaintiff is entitled to a Final Judgment and it is,

**ORDERED and ADJUDGED** that the Plaintiff, TD BANK USA, N.A., 7000 TARGET PARKWAY NORTH - MS-NCB-0464, MINNEAPOLIS MN 55445, shall recover from the Defendant, DAPHNE J SCHIMMEL, 400 LIMERICK LN, PENSACOLA FL 32514-1413, \$4,697.10 that shall bear interest at the rate of 4.25% for the remainder of this calendar year; thereafter interest shall accrue pursuant to Fla. Stat. §55.03, for which let execution issue.

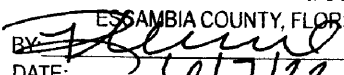
DONE AND ORDERED in chambers, Pensacola, ESCAMBIA County, Florida.

  
Escambia County Court Judge PAT KINSEY  
on 05/16/2022 12:44:45 Bmnp/Plah



Copies furnished to  
[service@raslavr.com](mailto:service@raslavr.com)

Defendant

CERTIFIED TO BE A TRUE COPY OF THE  
ORIGINAL ON FILE IN THIS OFFICE  
I HEREBY CERTIFY AND OFFICIAL SEAL  
PAM CHILDERS  
CLERK OF THE CIRCUIT COURT & COMPTROLLER  
ESCAMBIA COUNTY, FLORIDA  
BY:  D.C.  
DATE: 6/7/22

FILE NO: 3000765965

Recorded in Public Records 6/7/2022 3:34 PM OR Book 8800 Page 41,  
Instrument #2022058478, Pam Childers Clerk of the Circuit Court Escambia  
County, FL Recording \$10.00

Recorded in Public Records 5/17/2022 3:55 PM OR Book 8787 Page 21,  
Instrument #2022051129, Pam Childers Clerk of the Circuit Court Escambia  
County, FL

Filing # 149654950 E-Filed 05/16/2022 02:05:20 PM

**IN THE COUNTY COURT FOR THE  
1ST JUDICIAL CIRCUIT  
IN AND FOR ESCAMBIA COUNTY, FLORIDA**

**CASE NUMBER: 2019 SC 006273**

TD BANK USA, N.A.  
7000 TARGET PARKWAY NORTH - MS-NCB-0464  
MINNEAPOLIS MN 55445

Plaintiff,

vs.

DAPHNE J SCHIMMEL  
400 LIMERICK LN  
PENSACOLA, FL 32514  
[daphneschimmel@gmail.com](mailto:daphneschimmel@gmail.com)

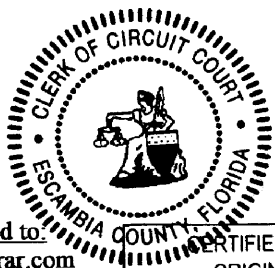
Defendant.

**FINAL JUDGMENT**

At a Small Claims Pretrial Conference on January 15, 2020, the parties appeared and entered into a court-ordered payment plan. The Plaintiff notified the court that the defendant failed to pay as agreed. As a result, the plaintiff is entitled to a Final Judgment and it is,

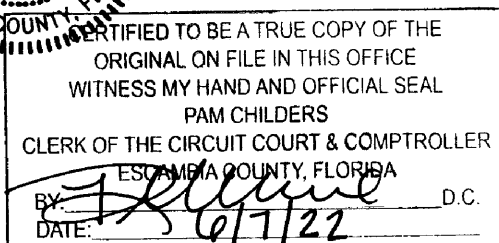
**ORDERED and ADJUDGED** that the Plaintiff, TD BANK USA, N.A., 7000 TARGET PARKWAY NORTH - MS-NCB-0464, MINNEAPOLIS MN 55445, shall recover from the Defendant, DAPHNE J SCHIMMEL, 400 LIMERICK LN, PENSACOLA FL 32514-1413, \$4,697.10 that shall bear interest at the rate of 4.25% for the remainder of this calendar year; thereafter interest shall accrue pursuant to Fla. Stat. §55.03, for which let execution issue.

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



Copies furnished to:  
[service@raslavr.com](mailto:service@raslavr.com)

Defendant



*[Handwritten Signature]*  
Escambia County Court Judge Pat Kinney  
on 05/16/2022 12:44:45 BmnPish

FILE NO: 3000765965

Recorded in Public Records 11/14/2023 4:46 PM OR Book 9068 Page 1120,  
Instrument #2023091173, Pam Childers Clerk of the Circuit Court Escambia  
County, FL Recording \$10.00

Recorded in Public Records 9/6/2022 10:34 AM OR Book 8853 Page 1258,  
Instrument #2022090087, Pam Childers Clerk of the Circuit Court Escambia  
County, FL

Filing # 156305071 E-Filed 08/29/2022 12:27:17 PM

**IN THE COUNTY COURT OF THE  
FIRST JUDICIAL CIRCUIT IN AND FOR  
ESCAMBIA COUNTY, FLORIDA**

CAPITAL ONE BANK (USA), N.A.  
1680 CAPITAL ONE DRIVE  
MCLEAN, VA 22101

**CASE NO. 2021 SC 000766**

Plaintiff,

v.

DAPHNE J SCHIMMEL  
400 LINERICK LN  
PENSACOLA, FL 32514

daphneschimmel@gmail.com

Defendant.

**FINAL JUDGMENT**

At a Small Claims Pretrial Conference on March 26, 2021, the parties appeared and entered into a court-ordered payment plan. The Plaintiff notified the court that the defendant failed to pay as agreed. As a result, the plaintiff is entitled to a Final Judgment and it is,

ORDERED AND ADJUDGED that the Plaintiff, CAPITAL ONE BANK (USA), N.A., whose address is 1680 CAPITAL ONE DRIVE, MCLEAN, VA 22101, shall recover from the Defendant, DAPHNE J SCHIMMEL, \$4,083.02, plus court costs of \$354.75, for a total of \$4,437.77, for all of which let execution issue. Plaintiff waives post-judgment interest.

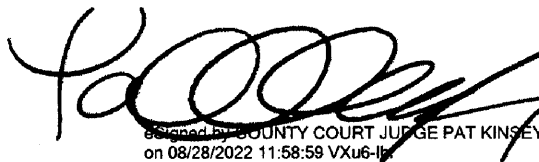
DONE AND ORDERED in chambers, Pensacola, Escambia County, Florida.

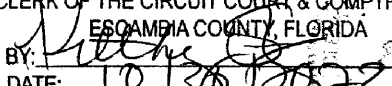
Copies to:

Cooling & Winter, I.L.C  
Attorney for Plaintiff

Defendant

C0745019

  
Signed by COUNTY COURT JUDGE PAT KINSEY  
on 08/28/2022 11:58:59 VXU6-IP

CERTIFIED TO BE A TRUE COPY OF THE  
ORIGINAL ON FILE IN THIS OFFICE  
WITNESS MY HAND AND OFFICIAL SEAL  
PAM CHILDERS  
CLERK OF THE CIRCUIT COURT & COMPTROLLER  
ESCAMBIA COUNTY, FLORIDA  
BY:  D.C.  
DATE: 10/13/2022

Recorded in Public Records 11/14/2023 4:48 PM OR Book 9068 Page 1121,  
Instrument #2023091174, Pam Childers Clerk of the Circuit Court Escambia  
County, FL Recording \$10.00

Recorded in Public Records 9/6/2022 9:31 AM OR Book 8853 Page 1125,  
Instrument #2022090017, Pam Childers Clerk of the Circuit Court Escambia  
County, FL

Filing # 156313716 E-Filed 08/29/2022 01:31:42 PM

**IN THE COUNTY COURT OF THE  
FIRST JUDICIAL CIRCUIT IN AND FOR  
ESCAMBIA COUNTY, FLORIDA**

CAPITAL ONE BANK (USA), N.A.  
1680 CAPITAL ONE DRIVE  
MCLEAN, VA 22101

Plaintiff,

v.

**CASE NO. 2021 SC 000767**

DAPHNE J SCHIMMEL  
400 LIMERICK LN  
PENSACOLA, FL 32514

daphneschimmel@gamil.com

Defendant.

**FINAL JUDGMENT**

At a Small Claims Pretrial Conference on March 26, 2021, the parties appeared and entered into a court-ordered payment plan. The Plaintiff notified the court that the defendant failed to pay as agreed. As a result, the plaintiff is entitled to a Final Judgment and it is,

ORDERED AND ADJUDGED that the Plaintiff, CAPITAL ONE BANK (USA), N.A., whose address is 1680 CAPITAL ONE DRIVE, MCLEAN, VA 22101, shall recover from the Defendant, DAPHNE J SCHIMMEL, \$3,003.95, plus court costs of \$354.75, for a total of \$3,358.70, for all of which let execution issue. Plaintiff waives post-judgment interest.

DONE AND ORDERED in chambers, Pensacola, ESCAMBIA COUNTY, FLORIDA.

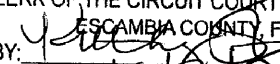
  
eSigned by ESCAMBIA COUNTY COURT JUDGE PAT KINSEY  
on 08/27/2022 14:14:30 haZBp/2

Conformed copies to:

Cooling & Winter, LLC  
Attorney for Plaintiff

Defendant

C0745032

CERTIFIED TO BE A TRUE COPY OF THE ORIGINAL ON FILE IN THIS OFFICE WITNESS MY HAND AND OFFICIAL SEAL PAM CHILDERS CLERK OF THE CIRCUIT COURT & COMPTROLLER ESCAMBIA COUNTY, FLORIDA	
BY: 	D.C.
DATE: 10/30/2023	



STATE OF FLORIDA  
COUNTY OF ESCAMBIA

CERTIFICATE OF NOTICE OF MAILING  
NOTICE OF APPLICATION FOR TAX DEED

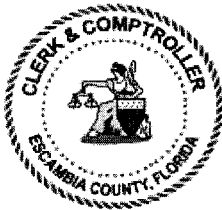
CERTIFICATE # 00922 of 2022


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:

BILLY SCHIMMEL 8447 PENSACOLA BLVD PENSACOLA, FL 32534	DAPHNE SCHIMMEL 8447 PENSACOLA BLVD PENSACOLA, FL 32534	
BILLY D. SCHIMMEL, II 400 LIMERICK LANE PENSACOLA, FL 32514		WHITNEY NATIONAL BANK P.O. BOX 4019 GULFPORT, MS 39502
BILL SCHIMMEL 4605 TRADEWINDS CIR PENSACOLA, FL 32514-6770		CAPITAL ONE BANK (USA) N.A. 1680 CAPITAL ONE DRIVE MCLEAN, VA 22101
SUSAN A. SHANAHAN 4634 SCHAAG RD. MOLINO, FL 32577		DAPHNE SCHIMMEL 1011 TAGA DRIVE MCCOMB, MS 39648
BILL D. SCHIMMEL 3088 PINE FOREST RD. CANTONMENT, FL 32533		TD BANK USA, NA 7000 TARGET PKWY N- MS-NCB-0464 MINNEAPOLIS, MN 55445
MIDLAND CREDIT MANAGEMENT INC PO BOX 930969 SAN DIEGO, CA 92193		

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

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 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. 00922, 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 INTER OF S LI OF N 660 FT OF LT 2 & ELY R/W LI OF ST LOUIS & SAN FRANCISCO RR (100 FT R/W) E ALG S LI OF N 660 FT OF LT 2 97 28/100 FT TO WLY R/W LI OF STATE RD 95 (200 FT R/W) SD PT BEING IN S LI OF BLK 117 ENSLEY S/D 105 DEG 03 MIN LEFT ALG R/W LI 157 67/100 FT FOR POB CONT SAME COURSE 100 FT 74 DEG 57 MIN LEFT 65 50/100 FT TO ELY R/W OF ST LOUIS & SAN FRANCISCO RR 98 DEG 02 MIN LEFT ALG R/W 121 63/100 FT LEFT 77 57/100 FT TO POB OR 6971 P 1670

SECTION 22, TOWNSHIP 1 S, RANGE 30 W

TAX ACCOUNT NUMBER 030033000 (0325-44)

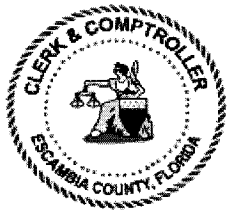
The assessment of the said property under the said certificate issued was in the name of

**BILLY SCHIMMEL and DAPHNE SCHIMMEL**

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 Hogg  
Deputy Clerk

IF THE PROPERTY PROCEEDS TO SALE, YOU WILL RECEIVE NOTICE FROM US REGARDING SURPLUS FUNDS. YOU MAY CLAIM THE FUNDS DIRECTLY FROM OUR OFFICE, FREE OF CHARGE. PAYING A FEE FROM THE SURPLUS FOR ASSISTANCE FROM A THIRD PARTY IS NOT REQUIRED.

## 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

NOTICE IS HEREBY GIVEN, That ATCF II FLORIDA-A LLC holder of Tax Certificate No. 00922, 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 INTER OF S LI OF N 660 FT OF LT 2 & ELY R/W LI OF ST LOUIS & SAN FRANCISCO RR (100 FT R/W) E ALG S LI OF N 660 FT OF LT 2 97 28/100 FT TO WLY R/W LI OF STATE RD 95 (200 FT R/W) SD PT BEING IN S LI OF BLK 117 ENSLEY S/D 105 DEG 03 MIN LEFT ALG R/W LI 157 67/100 FT FOR POB CONT SAME COURSE 100 FT 74 DEG 57 MIN LEFT 65 50/100 FT TO ELY R/W OF ST LOUIS & SAN FRANCISCO RR 98 DEG 02 MIN LEFT ALG R/W 121 63/100 FT LEFT 77 57/100 FT TO POB OR 6971 P 1670

SECTION 22, TOWNSHIP 1 S, RANGE 30 W

TAX ACCOUNT NUMBER 030033000 (0325-44)

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

**BILLY SCHIMMEL and DAPHNE SCHIMMEL**

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:

8447 PENSACOLA BLVD 32534



PAM CHILDERS  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY, FLORIDA

By:  
Emily Hogg  
Deputy Clerk

IF THE PROPERTY PROCEEDS TO SALE, YOU WILL RECEIVE NOTICE FROM US REGARDING SURPLUS FUNDS. YOU MAY CLAIM THE FUNDS DIRECTLY FROM OUR OFFICE, FREE OF CHARGE. PAYING A FEE FROM THE SURPLUS FOR ASSISTANCE FROM A THIRD PARTY IS NOT REQUIRED.

## 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

NOTICE IS HEREBY GIVEN, That ATCF II FLORIDA-A LLC holder of Tax Certificate No. 00922, 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 INTER OF S LI OF N 660 FT OF LT 2 & ELY R/W LI OF ST LOUIS & SAN FRANCISCO RR (100 FT R/W) E ALG S LI OF N 660 FT OF LT 2 97 28/100 FT TO WLY R/W LI OF STATE RD 95 (200 FT R/W) SD PT BEING IN S LI OF BLK 117 ENSLEY S/D 105 DEG 03 MIN LEFT ALG R/W LI 157 67/100 FT FOR POB CONT SAME COURSE 100 FT 74 DEG 57 MIN LEFT 65 50/100 FT TO ELY R/W OF ST LOUIS & SAN FRANCISCO RR 98 DEG 02 MIN LEFT ALG R/W 121 63/100 FT LEFT 77 57/100 FT TO POB OR 6971 P 1670

SECTION 22, TOWNSHIP 1 S, RANGE 30 W

TAX ACCOUNT NUMBER 030033000 (0325-44)

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

**BILLY SCHIMMEL and DAPHNE SCHIMMEL**

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:

**BILLY SCHIMMEL**  
8447 PENSACOLA BLVD  
PENSACOLA, FL 32534

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



*Emily Hogg*

By:  
Emily Hogg  
Deputy Clerk

IF THE PROPERTY PROCEEDS TO SALE, YOU WILL RECEIVE NOTICE FROM US REGARDING SURPLUS FUNDS. YOU MAY CLAIM THE FUNDS DIRECTLY FROM OUR OFFICE, FREE OF CHARGE. PAYING A FEE FROM THE SURPLUS FOR ASSISTANCE FROM A THIRD PARTY IS NOT REQUIRED.

## 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.

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### Personal Services:

**DAPHNE SCHIMMEL**  
8447 PENSACOLA BLVD  
PENSACOLA, FL 32534

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



By:  
Emily Hogg  
Deputy Clerk

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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: 030033000 Certificate Number: 000922 of 2022**

**Payor: BILLY SCHIMMEL 8447 PENSACOLA BLVD PENSACOLA, FL 32534      Date 1/29/2025**

Clerk's Check #            1  
Tax Collector Check #    1

Clerk's Total                \$531.24  
Tax Collector's Total       \$5,619.10  
Postage                      \$90.20  
Researcher Copies         \$0.00  
Recording                    \$10.00  
Prep Fee                     \$7.00  
Total Received             \$6,267.54

**PAM CHILDERS  
Clerk of the Circuit Court**

Received By: \_\_\_\_\_  
Deputy Clerk

*Reduced*  
*\$6099.48*

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>

BILLY SCHIMMEL [0325-44]  
8447 PENSACOLA BLVD  
PENSACOLA, FL 32534

9171 9690 0935 0128 0593 90

DAPHNE SCHIMMEL [0325-44]  
8447 PENSACOLA BLVD  
PENSACOLA, FL 32534

9171 9690 0935 0128 0593 83

BILLY D. SCHIMMEL, II [0325-44]  
400 LIMERICK LANE  
PENSACOLA, FL 32514

9171 9690 0935 0128 0593 76

WHITNEY NATIONAL BANK [0325-44]  
P.O. BOX 4019  
GULFPORT, MS 39502

9171 9690 0935 0128 0593 69

BILL SCHIMMEL [0325-44]  
4605 TRADEWINDS CIR  
PENSACOLA, FL 32514-6770

9171 9690 0935 0128 0593 52

CAPITAL ONE BANK (USA) N.A.  
[0325-44]  
1680 CAPITAL ONE DRIVE  
MCLEAN, VA 22101

9171 9690 0935 0128 0593 45

SUSAN A. SHANAHAN [0325-44]  
4634 SCHAAG RD.  
MOLINO, FL 32577

9171 9690 0935 0128 0593 38

*Revised*

DAPHNE SCHIMMEL [0325-44]  
1011 TAGA DRIVE  
MCCOMB, MS 39648

9171 9690 0935 0128 0593 21

BILL D. SCHIMMEL [0325-44]  
3088 PINE FOREST RD.  
CANTONMENT, FL 32533

9171 9690 0935 0128 0593 14

TD BANK USA, NA [0325-44]  
7000 TARGET PKWY N- MS-NCB-0464  
MINNEAPOLIS, MN 55445

9171 9690 0935 0128 0593 07

MIDLAND CREDIT MANAGEMENT  
INC [0325-44]  
PO BOX 930969  
SAN DIEGO, CA 92193

9171 9690 0935 0128 0592 91

**CERTIFIED MAIL™**

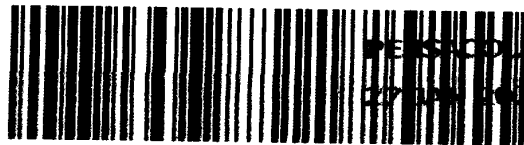
**Pam Childers**

Clerk of the Circuit Court & Comptroller

Official Records

221 Palafox Place, Suite 110

Pensacola, FL 32502



9171 9690 0935 0128 0593 14

PENSACOLA FL 325

127 PM 0025 PM 24



quadiant

FIRST-CLASS MAIL  
IMI

**\$008.16<sup>0</sup>**

01/27/2025 ZIP 32502  
043M31219251

US POSTAGE

BILL D. SCHIMMEL [0325-44]

3088 PINE FOREST RD.

CANTONMENT, FL 32533

UTFK1: 9352289921

UTF

32533-032583

NIXIE

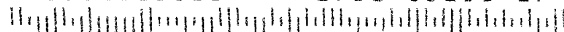
326 FE 1

0002/02/25

RETURN TO SENDER  
NOT DELIVERABLE AS ADDRESSED  
UNABLE TO FORWARD

BC: 32502583335

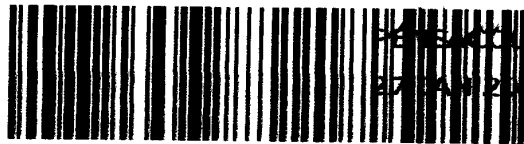
\*2738-03259-27-36





**CERTIFIED MAIL™**

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



PENSACOLA FL 325

27 MAR 2025 PM

9171 9690 0935 0128 0593 21



quadiant

FIRST-CLASS MAIL  
IMI

**\$008.16<sup>0</sup>**

01/27/2025 ZIP 32502  
043M31219251

US POSTAGE

*AS 1130*

015

2025 FEB 19 10:17

DAPHNE SCHIMMEL [0325-44]  
1011 TAGA DRIVE  
MCCOMB, MS 39648

IA

350-23-0274833

*.111C*

NIXIE

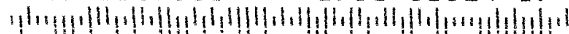
392 DE 1

0002/15/25

RETURN TO SENDER  
INSUFFICIENT ADDRESS  
UNABLE TO FORWARD

BC: 32502583335

\*2738-02914-27-36



2005 FEB 24 10 20

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625447

RECEIVED  
27 MAR 2007

9171 9690 0935 0128 0593 52

PERBACONA FL 325  
27 MAR 2015 PM



quadiënt  
FIRST-CLASS MAIL  
IMI  
\$008.16<sup>00</sup>  
01/27/2025 ZIP 32502  
043M31219251

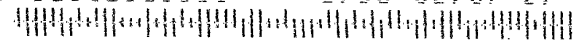
US POSTAGE

CN  
 1/29/05  
 N T Y T

NIXIE 326 DE 1 0002/18/25

RETURN TO SENDER  
UNCLAIMED  
UNABLE TO FORWARD

BC: 32502583335 \*2738-02767-27-36



ESCAMBIA COUNTY SHERIFF'S OFFICE  
ESCAMBIA COUNTY, FLORIDA

**NON-ENFORCEABLE RETURN OF SERVICE**

0325.44

**Document Number:** ECSO25CIV002556NON

**Agency Number:** 25-003063

**Court:** TAX DEED

**County:** ESCAMBIA

**Case Number:** CERT NO 00922 2022

**Attorney/Agent:**

PAM CHILDERS  
CLERK OF COURT  
TAX DEED

*Redeemed*

**Plaintiff:** RE: BILLY SCHIMMEL AND DAPHNE SCHIMMEL

**Defendant:**

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

Received this Writ on 1/28/2025 at 9:03 AM and served same at 4:25 PM on 1/30/2025 in ESCAMBIA COUNTY, FLORIDA, by serving POST PROPERTY , the within named, to wit: , .

POSTED TO PROPERTY PER CLERKS OFFICE INSTRUCTIONS.

CHIP W SIMMONS, SHERIFF  
ESCAMBIA COUNTY, FLORIDA

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

*C. Cephas*

C. CEPHAS, CPS

Service Fee: \$40.00

Receipt No: BILL

Printed By: LSTRAVIS

## 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

NOTICE IS HEREBY GIVEN, That **ATCF II FLORIDA-A LLC** holder of **Tax Certificate No. 00922**, 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 INTER OF S LI OF N 660 FT OF LT 2 & ELY R/W LI OF ST LOUIS & SAN FRANCISCO RR (100 FT R/W) E ALG S LI OF N 660 FT OF LT 2 97 28/100 FT TO WLY R/W LI OF STATE RD 95 (200 FT R/W) SD PT BEING IN S LI OF BLK 117 ENSLEY S/D 105 DEG 03 MIN LEFT ALG R/W LI 157 67/100 FT FOR POB CONT SAME COURSE 100 FT 74 DEG 57 MIN LEFT 65 50/100 FT TO ELY R/W OF ST LOUIS & SAN FRANCISCO RR 98 DEG 02 MIN LEFT ALG R/W 121 63/100 FT LEFT 77 57/100 FT TO POB OR 6971 P 1670**

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**TAX ACCOUNT NUMBER 030033000 (0325-44)**

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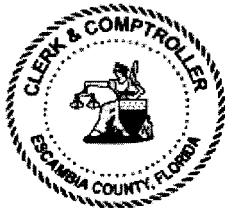
Unless said certificate shall be redeemed according to law, the property described therein will be sold to the highest bidder at public auction at 9:00 A.M. on the **first** Wednesday in the month of March, which is the **5th** day of **March 2025**.

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:

8447 PENSACOLA BLVD 32534



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

By:  
Emily Hogg  
Deputy Clerk

IF THE PROPERTY PROCEEDS TO SALE, YOU WILL RECEIVE NOTICE FROM US REGARDING SURPLUS FUNDS. YOU MAY CLAIM THE FUNDS DIRECTLY FROM OUR OFFICE, FREE OF CHARGE. PAYING A FEE FROM THE SURPLUS FOR ASSISTANCE FROM A THIRD PARTY IS NOT REQUIRED.

RECEIVED  
2025 JAN 28 PM 9:09  
ESCAMBIA COUNTY FLA  
CLERK OF THE CIRCUIT COURT  
CIVIL DIVISION

ESCAMBIA COUNTY SHERIFF'S OFFICE  
ESCAMBIA COUNTY, FLORIDA

**NON-ENFORCEABLE RETURN OF SERVICE**

0325.44

**Document Number:** ECSO25CIV002519NON

**Agency Number:** 25-002994

**Court:** TAX DEED

**County:** ESCAMBIA

**Case Number:** CERT#00922 2022

**Attorney/Agent:**

PAM CHILDERS  
CLERK OF COURT  
TAX DEED

*Redeemed*

**Plaintiff:** RE: DAPHNE SCHIMMEL

**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 DAPHNE SCHIMMEL , in ESCAMBIA COUNTY, FLORIDA, at 4:42 PM on 1/30/2025 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: BILLY SCHIMMEL, HUSBAND, as a member of the household and informing said person of their contents.

CHIP W SIMMONS, SHERIFF  
ESCAMBIA COUNTY, FLORIDA

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

  
C. CEPHAS, CPS

Service Fee: \$40.00  
Receipt No: BILL

Printed By: LSTRAVIS

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### Personal Services:

**DAPHNE SCHIMMEL**  
8447 PENSACOLA BLVD  
PENSACOLA, FL 32534



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

By:  
Emily Hogg  
Deputy Clerk

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ESCAMBIA COUNTY, FL  
CLERK'S OFFICE  
JAN 28 2025

JAN 28 2025 10:00 AM

6948023

ESCAMBIA COUNTY SHERIFF'S OFFICE  
ESCAMBIA COUNTY, FLORIDA

**NON-ENFORCEABLE RETURN OF SERVICE**

0325.44

**Document Number:** ECSO25CIV002516NON

**Agency Number:** 25-002993

**Court:** TAX DEED

**County:** ESCAMBIA

**Case Number:** CERT#00922 2022

**Attorney/Agent:**

PAM CHILDERS  
CLERK OF COURT  
TAX DEED

*Redeemed*

**Plaintiff:** RE: BILLY SCHIMMEL

**Defendant:**

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

Individual

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CHIP W SIMMONS, SHERIFF  
ESCAMBIA COUNTY, FLORIDA

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

*[Signature]*

C. CEPHAS, CPS

Service Fee: \$40.00  
Receipt No: BILL

Printed By: LSTRAVIS

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8447 PENSACOLA BLVD  
PENSACOLA, FL 32534

PAM CHILDERS  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY, FLORIDA



By:  
Emily Hogg  
Deputy Clerk

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Escambia  
**Sun Press**  
PUBLISHED WEEKLY SINCE 1948  
(Warrington) Pensacola, Escambia County, Florida

**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

NOTICE in the matter of TAX DEED SALE

DATE – 03-05-2025 – TAX CERTIFICATE #00922

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, in 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.

Digitally signed by Michael P Driver  
DN: c=US, o=The Escambia Sun Press LLC,  
dnQualifier=A01410D0000019093B5D40A000E97D9, cn=Michael P Driver  
Date: 2025.02.20 10:05:39 -06'00'

**PUBLISHER**

Sworn to and subscribed before me this 20TH day of FEBRUARY  
A.D., 2025

Digitally signed by Heather Tuttle  
DN: c=US, o=The Escambia Sun Press LLC,  
dnQualifier=A01410C000001890CD5793600064AAE, cn=Heather Tuttle  
Date: 2025.02.20 10:18:01 -06'00'

**HEATHER TUTTLE**  
**NOTARY PUBLIC**



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

Page 1 of 1

**NOTICE OF APPLICATION FOR  
TAX DEED**

NOTICE IS HEREBY GIVEN, That ATCF II FLORIDA-A LLC holder of Tax Certificate No. 00922, 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 INTER OF S LI OF N 660 FT OF LT 2 & ELY R/W LI OF ST LOUIS & SAN FRANCISCO RR (100 FT R/W) E ALG S LI OF N 660 FT OF LT 2 97 28/100 FT TO WLY R/W LI OF STATE RD 95 (200 FT R/W) SD PT BEING IN S LI OF BLK 117 ENSLEY S/D 105 DEG 03 MIN LEFT ALG R/W LI 157 67/100 FT FOR POB CONT SAME COURSE 100 FT 74 DEG 57 MIN LEFT 65 50/100 FT TO ELY R/W OF ST LOUIS & SAN FRANCISCO RR 98 DEG 02 MIN LEFT ALG R/W LI 121 63/100 FT LEFT 77 57/100 FT TO POB OR 6971 P 1670 SECTION 22, TOWNSHIP 1 S, RANGE 30 W

TAX ACCOUNT NUMBER 030033000  
(0325-44)

The assessment of the said property under the said certificate issued was in the name of BILLY SCHIMMEL and DAPHNE SCHIMMEL

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 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