

Sign here

Signature, Tax Collector or Designee

# 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

0625.1do Part 1: Tax Deed Application Information TLGFY, LLC CAPITAL ONE, N.A., AS COLLATERAL ASSIGNEE Applicant Name OF TLGFY, LLC Apr 22, 2024 Application date Applicant Address PO BOX 669139 DALLAS, TX 75266-9139 **Property** AGEE ADELL H & description Certificate # 2022 / 2769 **ROY AGEE** ADAMS GRACE ALLEN 3026 W BLOUNT ST PENSACOLA, FL 32505 811 W JORDAN ST 06-2650-000 Date certificate issued 06/01/2022 LTS 7 8 BLK 19 ENGLEWOOD HEIGHTS PLAT DB 59 P 107 OR 1659 P 784 OR 4555 P 1185 OR 6452 P 1017 Part 2: Certificates Owned by Applicant and Filed with Tax Deed Application Column 1 Column 2 Column 3 Column 4 Column 5: Total Certificate Number Date of Certificate Sale **Face Amount of Certificate** Interest (Column 3 + Column 4) # 2022/2769 06/01/2022 1,139.17 56.96 1,196.13 →Part 2: Total\* 1.196.13 Part 3: Other Certificates Redeemed by Applicant (Other than County) Column 2 Column 3 Total Column 1 Column 4 Column 5 Date of Other Face Amount of (Column 3 + Column 4 Certificate Number Tax Collector's Fee Interest Certificate Sale Other Certificate + Column 5) #/ 0.00 Part 3: Total\* Part 4: Tax Collector Certified Amounts (Lines 1-7) 1. Cost of all certificates in applicant's possession and other certificates redeemed by applicant 1.196.13 (\*Total of Parts 2 + 3 above) 0.00 2. Delinquent taxes paid by the applicant 1,275.95 3. Current taxes paid by the applicant 200.00 4. Property information report fee 175.00 5. Tax deed application fee 0.00 6. Interest accrued by tax collector under s.197.542, F.S. (see Tax Collector Instructions, page 2) 7. 2,847.08 Total Paid (Lines 1-6) 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.

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

Escambia, Florida

April 25th, 2024

Date

Par	t 5: Clerk of Court Certified Amounts (Lines 8-14)
8.	Processing tax deed fee
9.	Certified or registered mail charge
10.	Clerk of Court advertising, notice for newspaper, and electronic auction fees
11.	Recording fee for certificate of notice
12.	Sheriff's fees
13.	Interest (see Clerk of Court Instructions, page 2)
14.	Total Paid (Lines 8-13)
15.	Plus one-half of the assessed value of homestead property, if applicable under s. 197.502(6)(c), F.S.
16.	Statutory opening bid (total of Lines 7, 14, 15, and 16 if applicable)
Sign t	ere:  Date of sale 06/04/2025  Signature, Clerk of Court or Designee

# INSTRUCTIONS + 6.25

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

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

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

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

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

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

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

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

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

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

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

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

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

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

# **APPLICATION FOR TAX DEED**

Section 197.502, Florida Statutes

Application Number: 2400735

To: Tax Collector of E	SCAMBIA COUNTY	_, Florida	
I,			
TLGFY, LLC CAPITAL ONE, N.A., AS CO PO BOX 669139 DALLAS, TX 75266-9139,		·	Collector and make tax deed application thereon
Account Number 06-2650-000	2022/2769	06-01-2022	Legal Description  LTS 7 8 BLK 19 ENGLEWOOD HEIGHTS PLAT DB 59 P 107 OR 1659 P 784 OR 4555 P 1185 OR 6452 P 1017
<ul> <li>pay all delinquen</li> <li>pay all Tax Collection</li> <li>Sheriff's costs, if</li> </ul>	anding tax certificates plus in it and omitted taxes, plus in ctor's fees, property informa applicable.	iterest covering th	·
which are in my possession  Electronic signature on fi TLGFY, LLC	on. le COLLATERAL ASSIGNEE		ran other certificates of the same regal description
D. LE. 10, 17 70200-31			<u>04-22-2024</u> Application Date

Applicant's signature

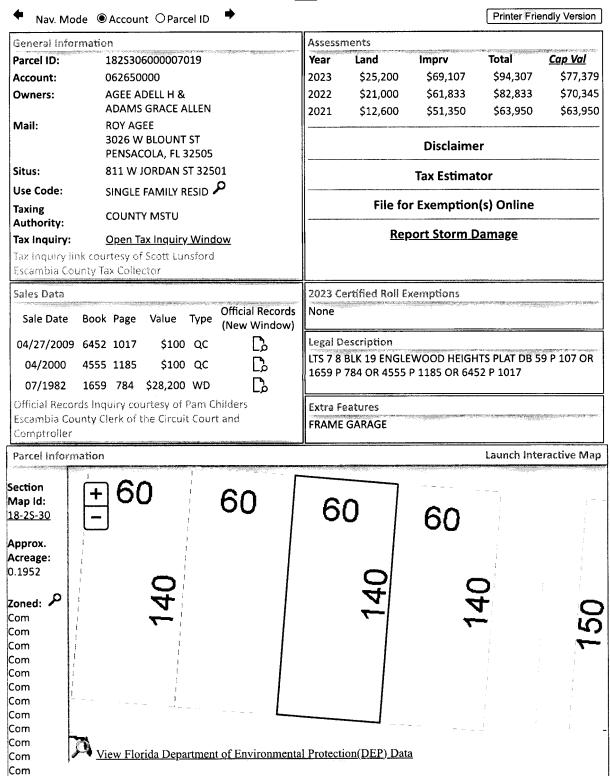
**Real Estate Search** 

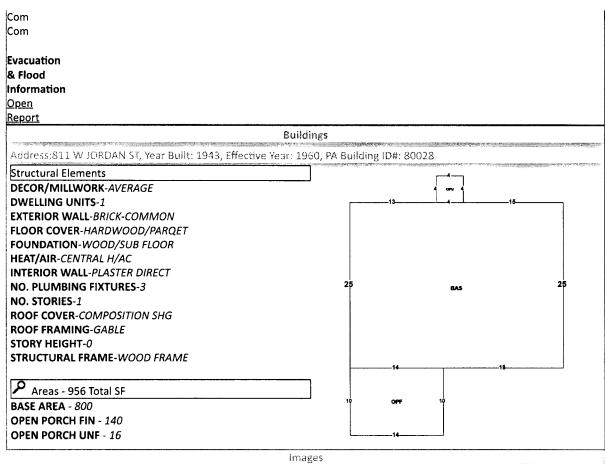
Com

**Tangible Property Search** 

Sale List

**Back** 







10/13/2015 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.



# PROPERTY INFORMATION REPORT

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

TAX ACCOUNT #:	06-2650-000	CERTIFICATE #:	2022-2769	
REPORT IS LIMITED T	O THE PERSON(S) EX	HE LIABILITY FOR ERROR PRESSLY IDENTIFIED BY I (S) OF THE PROPERTY INF	NAME IN THE PROPERTY	
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.				
<b>This Report is subject to:</b> 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 Prop	erty Information Report and th	ne documents attached hereto.	

Michael A. Campbell, As President

Dated: February 18, 2025

Malphel

THE ATTACHED REPORT IS ISSUED TO:

### PROPERTY INFORMATION REPORT

**CONTINUATION PAGE** 

February 18, 2025

Tax Account #: 06-2650-000

1. The Grantee(s) of the last deed(s) of record is/are: SIMON AGEE AND IDELL AGEE AKA ADELL H. AGEE AND GRACE ALLEN ADAMS

By Virtue of Warranty Deed recorded 7/9/1982 in OR 1659/784 and by virtue of Quit Claim deed recorded 5/5/2000 OR 4555/1185 and Corrective Deed recorded 5/27/2009 in OR 6452/1017

ABSTRACTOR'S NOTE: WE FIND NO EVIDENCE OF DEATH FOR SIMON AGEE RECORDED IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA. TAX DEED APPLICATION SHOWS A ROY AGEE AS OWNER AND WE FIND NOTHING INTO ROY AGEE.

- 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 SunTrust Bank recorded 11/2/2009 OR 6525/264 with modification recorded 1/8/2010 OR 6548/812 and second modification recorded 8/11/2010 OR 6623/1603
  - b. Lien in favor of Escambia County recorded 10/5/1998 OR 4316/533
  - c. Lien in favor of Escambia County recorded 8/9/1999 OR 4449/1359
- **4.** Taxes:

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

Tax Account #: 06-2650-000 Assessed Value: \$85,116.00

**Exemptions: NONE** 

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

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

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

# PERDIDO TITLE & ABSTRACT, INC.

## PROPERTY INFORMATION REPORT

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

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

CERTIFICATION: TITLE SEARCH FOR	R TDA
TAX DEED SALE DATE:	JUNE 4, 2025
TAX ACCOUNT #:	06-2650-000
CERTIFICATE #:	2022-2769
those persons, firms, and/or agencies having	Statutes, the following is a list of names and addresses of glegal interest in or claim against the above-described rtificate is being submitted as proper notification of tax deed
YES NO  ☐ ☐ Notify City of Pensacola, P.O.  ☐ Notify Escambia County, 190 ☐ Homestead for 2024 tax year	Governmental Center, 32502
SIMON AGEE AND IDELL AGEE AKA ADELL HARRIS AGEE AND GRACE ALLEN ADAMS 811 W JORDAN ST	SUNTRUST BANK 7455 CHANCELLOR DR ORLANDO, FL 32809

SIMON AGEE AND IDELL AGEE **AKA ADELL HARRIS AGEE** AND GRACE ALLEN ADAMS **ROY AGEE** 3026 W BLOUNT ST

PENSACOLA, FL 32501

PENSACOLA, FL 32505

Certified and delivered to Escambia County Tax Collector, this 18th day of February, 2025.

PERDIDO TITLE & ABSTRACT, INC.

Malphel

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

February 18, 2025 Tax Account #:06-2650-000

# LEGAL DESCRIPTION EXHIBIT "A"

LTS 7 8 BLK 19 ENGLEWOOD HEIGHTS PLAT DB 59 P 107 OR 1659 P 784 OR 4555 P 1185 OR 6452 P 1017

**SECTION 18, TOWNSHIP 2 S, RANGE 30 W** 

TAX ACCOUNT NUMBER 06-2650-000(0625-66)

	•	2.		
CA Form 105 FILE NO T-27936-C -RUS DOC 3125-96	*	This in:	1659 es	
DOC	WARRANTY	DEED		····
STATE OF FLORIDA COUNTY OF ESCAMBIA	811 West Jordan Street			
KNOW ALL MEN BY THESE P		i ANNIE LEE PAVAO, ar	unremarried	
or and in consideration of Ten Do s hereby acknowledged has barge IDELL AGEE, husband as	illars (\$10.00) and other good lined, sold, conveyed and grai id wife	and valuable consider ated untoSi	stices the executed a	irantor* if which
rantee's heirs, executors, adminis nd being in the County of	trators and assigns, forever, 1 ESCAMBIA	the following describe State of Plorids, to wit	d property, situat	e, lying
Lots 7 and 8, Blo plat thereof recorded ESCAMBIA County, Fiori	oak 19. ENGLEWOOD HEIGHT. in Deed Book 59 at page da.	S, a subdivision a 107 of the public	ecording to records of	
STATE OF FL				
The state of the s	126.90			
astronom properci by:				
onda H. Sewell 2 So. Baylen St.		96 76 88 89 89 89 89		
ndrover of Chadwa V A Democratic Co.				<b>.</b>
umt to the George Pe <b>licy</b> Hitis he promote Pe <b>licy</b>				7 0
aid granter does fully warrant the	e title to said land and will d	efend the same agains	a. 1444	s of all
presentations, and security and a security of security and a secur	f herein, the term "granteefficients" shall I occasions andfor essigns of the respective o which the plural, and the object the integral	Include the heirs, general con-		
IN WITNESS WHEREOF, gra	ntor has hereunto set granto:	r's hand and seal on	July 1, 1982	····
igned, sealed and delivered the presence of:		*		
Minch A Bensei	A	NNIE CEE PAVÃO		SEAL) SEAL)
	······································		,	SEAL)
TATE OF FLORIDA				eal)
The foregoing instrument was a	cknowledged before me this	lst_day of July	£, 1992,	by
LERK FILE NO.		3.5.		
	Haran Maria	Much &	1 Klavi (De	
			2.	
	(Nov.	the table of the second	o/11/9 <b>6</b> dission Expires	······································

Order: 06-1623-000 Doc: FLESCA:1659-00784 Page 1 of 1

Requested By: AndrewHunt, Printed: 2/5/2025 9:22 AM

RAMCO FORM 8

Return to: (enclose self-addressed stamped envelope

Name: Simon and Idell Agee

\*\*Address:\* Simon and Idell Agee

\*\*811 West Jordan Street

\*\*Pensacola FL 32501\*\*

This Instrument Prepared by: Cindy Andrews

Name: Cindy Andrews

1345 Portland Street
Pensacola FL 32534

Property Appraisers Parcel Identification

Folio Number(s):

Grantee[s] S.S. # (1)

OR BK 4555 PG1 185 Escambia County, Florida INSTRUMENT 00-731549

DEED DOC STRIPS PD @ ESC CO \$ 0.76 05/05/00 ERNIE LEE MOGNIO TERK By: January Strike

RCD May 05, 2000 02:01 pm Escambia County, Florida

Ernie Lee Magaha Clerk of the Circuit Court INSTRUMENT 00-731549

SPACE ABOVE THIS LINE FOR RECORDING DATA SPACE ABOVE THIS LINE FOR PROCESSING DATA 4/14/00by This Quit Claim Beed, Executed the \_\_\_ Simon Agee and Idell Agee, Husband and Wife first party, to Simon and Ideli Agee. (Delner Suvivorship-Grace Allen Adams), whose post office address is 811 West Jordan Street, Pensacola FL 32501 second party. (Wherever used herein the terms "first perty" and "second party" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and th successors and assigns of corporations, wherever the context so admits or requires. **Witnesseth**, That the first party, for and in consideration of the sum of \$ \_\_\_\_0\_\_ in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release, and quit claim unto the second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of \_\_ State of Florida\_ Fscambia Lot 7 and 8, Block 19, ENGLEWOOD HEIGHTS, a subdivision according to plat thereof recorded in Deed Book 59 at page 107 of the public records of ESCAMBIA County, Florida. To Haire and to Hold The same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity to the only proper use, benefit and behoof of the said second party forever. In Mitness Whereaf, the said first party has signed and sealed these presents the day and year first above written. I hereby Certify that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared Agee Simen described in and who executed the foregoing instrument, who acknowledged before me that known to me to be the person 5. executed the same, and an oath was not taken. (Check one:) 

Said person(s) is/are personally known to me. 

Said person(s) following type of identification: Ms. Oge 4-4-ADD-018-21-800-0 + Mr. age A364-14-4601 NOTARY RUBBER STAMP SEAL "OFFICIAL SEAL" Carolyn Patton
My Commission Expires 12/20/2001

Commission #CC 703812

Recorded in Public Records 04/27/2009 at 03:47 PM OR Book 6452 Page 1017, Instrument #2009027508, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording \$10.00 Deed Stamps \$0.70

This Instrument Prepared by: Lisa English C/O: Bill Thompson's Office Equipment Company 100 South Baylen Street, Pensacola, Florida 32502 850-434-2365

Property Appraisers Parcel Identification 1825306000007019

Space above this line for processing data

Space above this line for recording data

## CORRECTIVE DEED

THIS IS TO CORRECT GRANTORS / GRANTEES MISSPELLED NAME AS PREVIOUSLY RECORDED IN OR 4555 P 1185

This Corrective Deed, Executed the 27<sup>th</sup> day of April 2009 by Idell Agee, a widow, whose post office address is 811 W. Jordan Street, Pensacola, Florida 32501 first party,

TO Adell H. Agee, a widow and Grace Allen Adams, a single woman, (mother/dauther) As Joint Tenants With Rights Of Survivorship, whose post office address is 811 W. Jordan Street, Pensacola, Florida 32501, second party. (Wherever used herein the terms "first party" and "second party" include all the parties to this instrument and the heirs, legal representatives, and the successors and assigns of corporations. Wherever the context so admits or requires.)

Witnesseth, That the first party, for and in consideration of the sum of \$ 10.00 (Ten Dollars)

in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release, and quit claim unto the second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Escambia, State of Florida, to wit:

LOTS 7 AND 8, BLOCK 19, ENGLEWOOD HEIGHTS, A SUBDIVISION ACCORDING TO PLAT THEREOF RECORDED IN DEED BOOK 59 AT PAGE 107 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA

THE PREPARER OF THIS DEED REPRESENTS THAT HE/SHE HAS PREPARED THIS DEED AT THE DIRECTION OF THE GRANTOR AND/OR GRANTE; THAT HE/SHE HAS PREPARED THIS DEED BASED SOLELY UPON THE LEGAL DESCRIPTION PROVIDED BY THE GRANTOR AND/OR GRANTE; THAT NO TITLE SEARCH OR SURVEY HAS BEEN PERFORMED BY THE PREPARER; THAT THE PREPARER HAS NOT EXAMINED THE TITLE TO THE ABOVE DESCRIBED REAL PROPERTY; AND THAT THE PREPARER MAKES ABSOLUTELY NO REPRESENTATION, WARRANTIES OR GUARANTEES WHATSOEVER AS TO THE VALIDITY OF THE TITLE OR OWNERSHIP OF SAID REAL PROPERTY BEING CONVEYED HEREIN ABOVE.

To Have and to Hold The same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity to the only proper use, benefit and behoof of the said second party forever.

IN Witness Whereof, the said first party has signed and sealed these presents the day and year first written.

Signed, sealed and delivered in the presence of:

Witness Signature(as to Grantor) Lynora Boone

Witness Signature (as to Grantor) Lisa English

Grantor Signature Adell H. Agee a/k/a Idell Agee

811 W. Jordan St., Pensacola, Fl 32501 Post Office Address

State of Florida)
County of Escambia)

The foregoing instrument was acknowledged before me this April 27, 2009 by Adell Harris Agee a/k/a Idell Agee, who is personally known to me or who has produced a Florida Drivers License as identification

Notary Signature Lisa English

NOTARY PUBLIC-STATE OF FLORIDA
Lisa English
Commission # DD679466
Expires: JULY 11, 2011
BONDED THRU ATLANTIC BONDING CO., INC.

( SEAL)

Recorded in Public Records 04/27/2009 at 03:47 PM OR Book 6452 Page 1016, Instrument #2009027507, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording \$10.00

STATE OF FLORIDA COUNTY OF ESCAMBIA

# **AFFIDAVIT**

BEFORE ME, the undersigned authority, ADELL HARRIS AGEE who first being duly sworn, deposed and on oath stated:

- 1. My name is Adell Harris Agee
- I am the same person as shown as Idell Agee at the following O.R. Book and Pages: OR 4555 BK 1185 AND OR 1659 PG 784 All in the Official Records of Escambia County, Florida.

FURTHER, affiant sayeth naught.

Dated this 27th day of April, 2009

Adell Harris Agee

STATE OF FLORIDA COUNTY OF ESCAMBA

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of April, 2009 by Adell Harris Agee who has produced Florida driver's license as identification and who did not take an oath.

**Notary Public** 

Lisa English

Recorded in Public Records 11/02/2009 at 04:39 PM OR Book 6525 Page 264, Instrument #2009075494, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording \$78.00 MTG Stamps \$35.00 Int. Tax \$20.00

ADAMS, GRACE A.

Record and Return To: Fisery Lending Solutions P.O. BOX 2590 Chicago, IL 60690

This Mortgage prepared by:

Name: Diana Bass / 20092751647100 / FLS / QCPR Company: SunTrust Bank Address: 7455 Chancellor Drive, Orlando, FL 32809





\* \$TI + 00020092751647100 + DOT\*

#### MORTGAGE

#### FOR USE WITH SECURED REVOLVING CREDIT AGREEMENT

MAXIMUM LIEN. The total amount of indebtedness secured by this Mortgage may decrease or increase from time to time, but the maximum amount of principal indebtedness which may be outstanding at any one time shall not exceed \$10,000.00, plus interest, and amounts expended or advanced by Lender for the payment of taxes, levies or insurance on the Property, and interest on such amounts.

THIS MORTGAGE dated October 13, 2009, is made and executed between GRACE ALLEN ADAMS, whose address is 811 WEST JORDAN ST, PENSACOLA, FL 32501, SINGLE; ADELL H AGEE, whose address is 811 W JORDAN STREET, PENSACOLA, FL 32501, SINGLE. (referred to below as "Grantor") and SunTrust Bank, whose address is 7455 Chancellor Drive, Orlando, FL 32809 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in ESCAMBIA County, State of Florida:

See the exhibit or other description document which is attached to this Mortgage and made a part of this Mortgage as if fully set forth herein.

The Real Property or its address is commonly known as 811 WEST JORDAN ST, PENSACOLA, FL 32501.

REVOLVING LINE OF CREDIT. This Mortgage secures the Indebtedness including, without limitation, a revolving line of credit under which, upon request by Borrower, Lender, within twenty (20) years from the date of this Mortgage, may make future advances to Borrower. Such future advances, together with interest thereon, are secured by this Mortgage. Such advances may be made, repaid, and remade from time to time, subject to the limitation that the total outstanding belance owing at any one time, not including finance charges on such balance at a fixed or variable rate or sum as provided in the Credit Agreement, any temporary overages, other charges, and any amounts expended or advanced as provided in either the Indebtedness paragraph or this paragraph, shall not exceed the Credit Limit as provided in the Credit Agreement. It is the intention of Grantor and Lender that this Mortgage secures the belance outstanding under the Credit Agreement from time to time from zero up to the Credit Limit as provided in the Credit Agreement and any intermediate balance.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF EACH OF GRANTOR'S AGREEMENTS AND OBLIGATIONS UNDER THE CREDIT AGREEMENT WITH THE CREDIT LIMIT OF \$10,000.00, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

GRANTOR'S WAIVERS. Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that: (a) this Mortgage is executed at Borrower's request and not at the request of Lender; (b) Grantor has the full power, right, and authority to enter into this Mortgage and to hypothecate the Property; (c) the provisions of this Mortgage do not conflict with, or result in a default under any agreement or other instrument binding upon Grantor and do not result in a violation of any law, regulation, court decree or order applicable to Grantor; (d) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (e) Lender has made no representation to Grantor about Borrower (including without limitation the creditworthiness of Borrower).

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Borrower shall pay to Lender all Indebtedness secured by this Mortgage as it becomes due, and Borrower and Grantor shall strictly perform all Borrower's and Grantor's obligations under this Mortgage

BK: 6525 PG: 265

#### MORTGAGE (Continued)

Page 2

POSSESSION AND MAINTENANCE OF THE PROPERTY. Borrower and Grantor agree that Borrower's and Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until Grantor's interest in any or all of the Property is foreclosed, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in good condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Environmental Laws, (a) and the property of the Property, and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor has one the Mortgage and shall not be dread hold harmless Lender any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Without otherwise limiting Grantor's covenants as provided herein, Grantor shall not without Lender's prior written consent, remove or permit the removal of sand, gravel or topsoil, or engage in borrow pit operations, or use or permit the use of the Property as a land fill or dump, or store, burn or bury or permit the storage, burning or burying of any material or product which may result in contamination of the Property or the groundwater or which may require the issuance of a permit by the Environmental Protection Agency or any state or local government agency governing the issuance of hazardous or toxic waste permits, or request or permit a change in zoning or land use classification, or cut or remove or suffer the cutting or removal of any trees or timber from the Property.

At its sole cost and expense, Grantor shall comply with and shall cause all occupants of the Property to comply with all Environmental Laws with respect to the disposal of industrial refuse or waste, and/or the discharge, processing, manufacture, generation, treatment, removal, transportation, storage and handling of Hazardous Substances, and pay immediately when due the cost of removal of any such wastes or substances from, and keep the Property free of any lien imposed pursuant to such laws, rules, regulations and orders.

Grantor shall not install or permit to be installed in or on the Property, friable asbestos or any substance containing asbestos and deemed hazardous by federal, state or local laws, rules, regulations or orders respecting such material. Grantor shall further not install or permit the installation of any machinery, equipment or fixtures containing polychlorinated biphemyls (PCBs) on or in the Property. With respect to any such material or materials currently present in or on the Property, Grantor shall promptly comply with all applicable Environmental Laws regarding the safe removal thereof, at Grantor's expense.

Grantor shall indemnify and defend Lender and hold Lender harmless from and against all loss, cost, damage and expense (including, without limitation, attorneys' fees and costs incurred in the investigation, defense and settlement of claims) that Lender may incur as a result of or in connection with the assertion against Lender of any claim relating to the presence or removal of any Hazardous Substance, or compliance with any Environmental Law. No notice from any governmental body has ever been served upon Grantor or, to Grantor's knowledge after due inquiry, upon any prior owner of the Property, claiming a violation of or under any Environmental Law or concerning the environmental state, condition or quality of the Property, or the use thereof, or requiring or calling attention to the need for any work, repairs, construction, removal, cleanup, alterations, demolition, renovation or installation on, or in connection with, the Property in order to comply with any Environmental Law; and upon receipt of any such notice, Grantor shall take any and all steps, and shall perform any and all actions necessary or appropriate to comply with the same, at Grantor's expense. In the event Grantor fails to do so, Lender may declare this Mortgage to be in default.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage.

Subsequent Liens. Grantor shall not allow any subsequent liens or mortgages on all or any portion of the Property without the prior written consent of Lender.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, heal Property. A sale of transfer means the conveyance of near property of any right, title of interest in the near property, whether be beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, fand contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Florida law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Mortgage:

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#### **MORTGAGE** (Continued)

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Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of any liens having priority over or equal to the interest of Lender under this Mortgage, except for those liens specifically agreed to in writing by Lender, and except for the lien of taxes and assessments not due as further specified in the Right to Contest paragraph.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the Hight to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and reasonable attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Mortgage:

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of ten (10) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain federal Flood Insurance, if available, for the maximum amount of your credit line and the full unpaid principal balance of any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair of replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Mortgage. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear. Grantor's interests may appear.

Unexpired Insurance at Sale. Any unexpired insurance shall inure to the benefit of, and pass to, the purchaser of the Property covered by this Mortgage at any trustee's sale or other sale held under the provisions of this Mortgage, or at any foreclosure sale of such Property.

LENDER'S EXPENDITURES. If Grantor fails (A) to keep the Property free of all taxes, liens, security interests, encumbrances, and other claims, (B) to provide any required insurance on the Property, or (C) to make repairs to the Property then Lender may do so. If any action or proceeding is commenced that would materially affect Lender's interests in the Property, then Lender on Grantor's behalf may, but is not required to, take any action that Lender believes to be appropriate to protect Lender's interests. All expenses incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Credit Agreement from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Credit Agreement and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Credit Agreement; or (C) be treated as a balloon payment which will be due and payable at the Credit Agreement's maturity. The Mortgage also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of any default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Mortgage:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Promises. All promises, agreements, and statements Grantor has made in this Mortgage shall survive the execution and delivery of this Mortgage, shall be continuing in nature and shall remain in full force and effect until such time as Borrower's Indebtedness is paid in full.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Mortgage:

Notice of Proceedings. Grantor shall immediately notify Lender in writing should all or any part of the Property become subject to any condemnation or expropriation proceedings or other similar proceedings, including without limitation, any condemnation, confiscation, eminent domain, inverse condemnation or temporary requisition or taking of the mortgaged Property, or any part or parts of the Property. Grantor further agrees to promptly take such steps as may be necessary and proper within Lender's sole judgment and at Grantor's expense, to defend any such condemnation or expropriation proceedings and obtain the proceeds derived from such proceedings. Grantor shall not agree to any settlement or compromise or any condemnation or expropriation claim without Lender's prior written consent.

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Lender's Participation. Lender may, at Lender's sole option, elect to participate in any such condemnation or expropriation proceedings and be represented by counsel of Lender's choice. Grantor agrees to provide Lender with such documentation as Lender may request to permit Lender to so participate and to reimburse Lender for Lender's costs associated with Lender's participation, including Lender's reasonable attorneys' fees.

Conduct of Proceedings. If Grantor fails to defend any such condemnation or expropriation proceedings to Lender's satisfaction, Lender may undertake the defense of such a proceeding for and on behalf of Grantor. To this end, Grantor irrevocably appoints Lender as Grantor's agent and attorney-in-fact, such agency being coupled with an interest, to bring, defend, adjudicate, settle, or otherwise compromise such condemnation or expropriation claims; it being understood, however, that, unless one or more Events of Default (other than the condemnation or expropriation of the Property) then exists under this Mortgage, Lender will not agree to any final settlement or compromise of any such condemnation or expropriation claim without Grantor's prior approval, which approval shall not be unpresentably withheld. not be unreasonably withheld.

Application of Net Proceeds. Lender shall have the right to receive all proceeds derived or to be derived from the condemnation, expropriation, confiscation, eminent domain, inverse condemnation, or any permanent or temporary requisition or taking of the Property, or any part or parts of the Property ("condemnation proceeds"). In the event that Grantor should receive any such condemnation proceeds, Grantor agrees to immediately turn over and to pay such proceeds to Lender. All condemnation proceeds, which are received by, or which are payable to either Grantor or Lender, shall be applied, at Lender's sole option and discretion, and in such manner as Lender may determine (after payment of all reasonable costs, expenses and attorneys' fees necessarily paid or incurred by Grantor and/or Lender), for the purpose of: (a) replacing or restoring the condemned, expropriated, confiscated, or taken Property; or (b) reducing the then outstanding balance of the Indebtedness, together with interest thereon, with such payments being applied in the manner provided in this Mortgage. Lender's receipt of such condemnation proceeds and the application of such proceeds as provided in this Mortgage shall not affect the lien of this Mortgage.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Mortgage:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all intangible personal property taxes, documentary stamp taxes, fees, and other charges for recording registering this Mortgage.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax, including without limitation an intangible personal property tax, upon this type of Mortgage or upon all or any part of the Indebtedness secured by this Mortgage; (2) a specific tax on Borrower which Borrower is authorized or required to deduct from payments on the Indebtedness secured by this type of Mortgage; (3) a tax on this type of Mortgage chargeable against the Lender or the holder of the Credit Agreement; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Borrower.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Mortgage as a security agreement are a part of this Mortgage:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property Ipon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Mortgage may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Mortgage.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Borrower's and Grantor's obligations under the Credit Agreement, this Mortgage, and the Related Documents, and (2) the liens and security interests created by this Mortgage as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filling, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Borrower and Grantor pay all the Indebtedness when due, terminates the credit line account, and Grantor otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by

EVENTS OF DEFAULT. Grantor will be in default under this Mortgage if any of the following happen: (A) Grantor commits fraud or makes a materiar misrepresentation at any time in connection with the Credit Agreement. This can include, for example, a false statement about not meet the repayment terms of the Credit Agreement. (C) Grantor's action or inaction adversely affects the collateral. This can include, for example, failure to maintain required insurance, waste or destructive use of the dwelling, failure to maintain required insurance, waste or destructive use of the dwelling, failure to without Lender's permission, foreclosure by the holder of another lien, or the use of funds or the dwelling for prohibited purposes.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of an Event of Default and at any time thereafter, Lender, at Lender's option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Lender shall have the right at its option without notice to Borrower or Grantor to declare the entire

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Indebtedness immediately due and payable, including any prepayment penalty that Borrower would be required to pay.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver

Judicial Foreclosure. Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property.

**Deficiency Judgment.** If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Borrower or Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

Other Remedies. Lender shall have all other rights and remedies provided in this Mortgage or the Credit Agreement or available at law

Sale of the Property. To the extent permitted by applicable law, Borrower and Grantor hereby waive any and all right to have the Property marshalled. In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Notice of Sale. Lender will give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

Election of Remedies. All of Lender's rights and remedies will be cumulative and may be exercised alone or together. An election by Lender to choose any one remedy will not bar Lender from using any other remedy. If Lender decides to spend money or to perform any of Grantor's obligations under this Mortgage, after Grantor's failure to do so, that decision by Lender will not affect Lender's right to declare Grantor in default and to exercise Lender's remedies.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Credit Agreement rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's reasonable attorneys' fees and expenses, whether or not there is a lawsuit, including reasonable attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law. other sums provided by law.

NOTICES. Any notice required to be given under this Mortgage, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Mortgage. Any person may change his or her address for notices under this Mortgage by giving written notice to the other person or persons, specifying that the purpose of the notice is to change the person's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors. It will be Grantor's responsibility to tell the others of the notice from Lender.

LOSS OF PRIORITY AS TO FUTURE ADVANCES. If you request a modification of the Security Instrument or if a judgment lien or other lien is placed against the Property with the result in either case that our security interest in the Property loses priority as to future advances over subsequently recorded deeds of trust, or other liens, we shall have the right to suspend additional extensions of credit or reduce your credit limit as well as the right to exercise our other rights under this agreement.

ARBITRATION CLAUSE. READ THIS PROVISION CAREFULLY; IT WILL HAVE A SUBSTANTIAL IMPACT ON HOW LEGAL CLAIMS WE HAVE AGAINST EACH OTHER ARE RESOLVED. For a Claim subject to arbitration, neither you nor we will have the right to: (1) have a court or a jury decide the Claim; (2) engage in information-gathering (discovery) to the same extent as in court; (3) participate in a class action in court or in arbitration; or (4) join or consolidate your Claim(s) with claims of any other person. The right to appeal is more limited in arbitration than in court and other rights in court may be unavailable or limited in arbitration.

1. DEFINITIONS. As used in this Provision:

"You" and "your" means the persons obligated to repay the Credit.

"We", "us" and "our" means: (1) SunTrust Bank; (2) any person(s) to whom the Credit is transferred or assigned; (3) any Covered Provider; (4) the parents, subsidiaries and affiliates of the companies in (1)-(3) above; (5) the successors and predecessors of the companies in (1)-(4) above; and (6) the officers, directors and employees of the companies in (1)-(5) above.

"Covered Provider" means any third party that provides any product or service in connection with the Credit if (and only if) such third party is named as a co-party with us in a Claim asserted by you.

"Credit" means the loan or other credit extension you are receiving under this agreement or note and any prior loan or credit extension you have received from us.

"Credit" means the loan or other credit extension you are receiving under this agreement or note and any prior loan or credit extension you have received from us.

"Claim" means any claim, dispute or controversy between you and us, other than any Excluded Claim or Proceeding, arising from or relating in any way to the Credit. The term "Claim" is to be given the broadest possible meaning and includes claims of every kind and nature. "Claims" can seek relief of any type. A party does not waive the right to require arbitration of a new Claim by bringing a Claim in a lawsuit or failing to require arbitration of another Claim. Notwithstanding the broad definition of "Claim" set forth above, a "Claim" shall not include any self-help or non-judicial remedy, including but not limited to acceleration of the Credit, non-judicial foreclosure, self-help repossession and/or set-off; and shall not include any individual judicial action by a party that is limited to preventing the other party from using a self-help or non-judicial remedy and that does not involve a request for damages or monetary relief of any kind.

"Excluded Claim or Proceeding" means any of the following claims or proceedings, which will not be subject to this Arbitration Provision: (1) any individual action brought by you in small claims court or your state's equivalent court, unless such action is transferred, removed, or appealed to a different court; (2) any action to effect a judicial or quasi-judicial foreclosure; (3) any eviction or other summary proceeding to secure possession of real property securing a Credit; (4) any action to assert, collect, protect, realize upon or obtain possession of the collateral for a Credit in any bankruptcy proceeding; (5) any action to quiet title; (6) any action to the extent that it seeks provisional or ancillary remedies in connection with any of the foregoing; and (7) any individual action to prohibit any of the foregoing so long as it does not involve a request for damages or monetary relief of any kind.

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if it adopts or has in place any formal or informal policy that is inconsistent with and purports to override the terms of this Provision.

"Notice Address" means the address that must be used for giving all notices under this Provision (other than notices given in lawsuits, which may be given in accordance with the rules of the court). The initial Notice Address for you is the latest address we have in our files. The initial Notice Address for us is: SUNTRUST BANK, 303 Peachtree Street N.E., Suite 3600, Atlanta, Georgia 30308, attn: General Counsel, although we may give you notice at any time that we have changed our Notice Address.

2. STARTING AN ARBITRATION. To start an arbitration, you or we must give written notice of an election to arbitrate, which notice may be given after a lawsuit has been filed and/or in papers filed in the lawsuit. If such a notice is given, the Claim(s) described in the notice shall be resolved by arbitration under this Provision and, to the extent consistent with this Provision, the applicable rules of the Administrator then in effect. If you elect to arbitrate a Claim, you can choose the Administrator in your notice. If we elect to arbitrate a Claim, you can choose the Administrator by giving us written notice of your selection within 20 days after the date of our notice; and we shall choose the Administrator if you do not timely do so. The arbitrator will be selected under the Administrator's rules, except that the arbitrator must be an attorney with at least ten years of experience or a retired judge unless the parties agree otherwise. Any party who wrongfully fails to comply with this Provision shall be liable to the other party for all reasonable costs, including attorneys' fees, incurred in enforcing this Provision enforcing this Provision.

3. LOCATION AND COSTS. Any arbitration hearing that you attend will take place in a location that is reasonably convenient for you. So long as you act in good faith, we will bear any arbitration filing, administrative, hearing and similar fees which you are required to pay to pursue a Claim (whether the fees are incurred in the initial arbitration proceeding or in an appeal to a panel of arbitrators), to the extent that you would not be required to bear such fees in an appropriate court of law. Subject to the last sentence of Section 2 hereof, each party must pay for its own attorneys, experts and witnesses, regardless of who wins the arbitration, except where applicable law and/or the Administrator's rules provide otherwise.

4. GOVERNING LAW: OBTAINING INFORMATION (DISCOVERY). This Provision involves interstate commerce and is governed by the Federal Arbitration Act, 9 U.S.C. Section 1 et seq. (the "FAA"), and not federal or state rules of civil procedure or evidence or any state laws that pertain specifically to arbitration. However, the laws of the state of "Governing Law" or similar terminology in your loan documents shall apply to the extent, and only to the extent, that state law is applicable under, and not preempted by, the FAA. The arbitrator shall be obligated to follow applicable substantive laws, statutes of limitation and privilege rules related to any Claim. The arbitrator shall award the remedies, if any, that would be available in an individual court proceeding if arbitration had not been elected. This includes, without limitation, compensatory, statutory and punitive damages (which shall be governed by the constitutional standards applicable in judicial proceedings); declaratory, injunctive and other equitable relief; and attorneys' fees and costs. Upon the timely request of either party, the arbitrator shall write a brief explanation of the grounds for his or her decision.

NO CLASS ACTIONS, ETC. Notwithstanding any other provision in this Provision to the contrary, if you or we elect to arbitrate a Claim, neither you nor we will have the right: (a) to participate in a class action in court or in arbitration, either as a class representative, class member or class opponent; or (b) to join or consolidate Claims with claims of any person other than you. No arbitrator shall have authority to conduct any arbitration in violation of this provision.

6. EFFECT OF ARBITRATION AWARD. Any court with jurisdiction may enter judgment upon the arbitrator's award. The arbitrator's award will be final and binding, except for: (1) any appeal right under the FAA; and (2) Claims involving more than \$50,000, in which event any party may appeal the award (regardless of the amount) to a three-arbitrator panel appointed by the Administrator, which will reconsider de novo any aspect of the initial award that is appealed, and whose decision will be final and binding except for any appeal right under the FAA.

7. CONTINUED EFFECT OF ARBITRATION PROVISION; SEVERABILITY; CONFLICTS. This Provision shall survive (1) any modification, extension or forbearance of or under the Credit documents; (2) your full repayment of the Credit; (3) any sale or transfer of the Credit; (4) any foreclosure or other legal proceeding by us to collect a debt owed by you; (5) the transfer of any property securing the Credit; (6) any bankruptcy (except where prohibited by bankruptcy law); and (7) any rescission by you or attempt by you to rescind the Credit pursuant to any applicable law. If any portion of this Provision (other than Section 5(a)) cannot be enforced, the rest of this Provision will continue to apply. However, if Section 5(a) is held invalid in a proceeding in which you and we are involved, subject to the right to appeal such holding, the entire Provision (except this sentence) shall be null and void with respect to such proceeding.

MATURITY DATE. The maturity date of the obligations secured by this Security Instrument is 30 years from the date of this Security Instrument, as first stated above

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Mortgage:

Amendments. What is written in this Mortgage and in the Related Documents is Grantor's entire agreement with Lender concerning the matters covered by this Mortgage. To be effective, any change or amendment to this Mortgage must be in writing and must be signed by whoever will be bound or obligated by the change or amendment.

Caption Headings. Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

Governing Law. This Mortgage will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Florida without regard to its conflicts of law provisions. This Mortgage has been accepted by Lender in the State of Florida.

**Joint and Several Liability.** All obligations of Borrower and Grantor under this Mortgage shall be joint and several, and all references to Grantor shall mean each and every Grantor, and all references to Borrower shall mean each and every Borrower. This means that each Grantor signing below is responsible for all obligations in this Mortgage.

No Waiver by Lender. Grantor understands Lender will not give up any of Lender's rights under this Mortgage unless Lender does so in writing. The fact that Lender delays or omits to exercise any right will not mean that Lender has given up that right. If Lender does agree in writing to give up one of Lender's rights, that does not mean Grantor will not have to comply with the other provisions of this Mortgage. Grantor also understands that if Lender does consent to a request, that does not mean that Grantor will not have to get Lender's consent again if the situation happens again. Grantor further understands that just because Lender consents to one or more of Grantor's requests, that does not mean Lender will be required to consent to any of Grantor's future requests. Grantor waives presentment, demand for payment, protest, and notice of dishonor.

Severability. If a court finds that any provision of this Mortgage is not valid or should not be enforced, that fact by itself will not mean that the rest of this Mortgage will not be valid or enforced. Therefore, a court will enforce the rest of the provisions of this Mortgage even if a provision of this Mortgage may be found to be invalid or unenforceable.

Non-Liability of Lender. The relationship between Borrower and Grantor and Lender created by this Mortgage is strictly a debtor and creditor relationship and not fiduciary in nature, nor is the relationship to be construed as creating any partnership or joint venture between Lender and Borrower and Grantor. Borrower and Grantor are exercising Borrower's and Grantor's own judgment with respect to Borrower's and Grantor's business. All information supplied to Lender is for Lender's protection only and no other party is entitled to rely on such information. There is no duty for Lender to review, inspect, supervise or inform Borrower and Grantor of any matter with respect to Borrower's and Grantor's business. Lender and Borrower and Grantor intend that Lender may reasonably rely on all information supplied by Borrower and Grantor to Lender, together with all representations and warranties given by Borrower and Grantor to Lender, without investigation or confirmation by Lender and that any investigation or failure to investigate will not diminish Lender's right to so rely. Lender's right to so rely.

Merger. There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Successors and Assigns. Subject to any limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a

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#### **MORTGAGE** (Continued)

Page 7

person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Mortgage.

**DEFINITIONS.** The following words shall have the following meanings when used in this Mortgage:

Borrower. The word "Borrower" means GRACE ALLEN ADAMS and includes all co-signers and co-makers signing the Credit Agreement and all their successors and assigns.

Credit Agreement. The words "Credit Agreement" mean the credit agreement dated October 13, 2009, with credit limit of \$10,000.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. NOTICE TO GRANTOR: THE CREDIT AGREEMENT CONTAINS A VARIABLE INTEREST RATE.

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean individually, collectively, and interchangeably any of the events of default set forth in this Mortgage in the events of default section of this Mortgage.

Grantor. The word "Grantor" means GRACE ALLEN ADAMS and ADELL H AGEE.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or Hazardous Substances. The words "Hazardous Substances" mean materials that, because or their quantity, contentiation of physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxis substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Credit Agreement or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Credit Agreement or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Mortgage, together with interest on such amounts as provided in this Mortgage.

Lender. The word "Lender" means SunTrust Bank, its successors and assigns. The words "successors or assigns" mean any person or company that acquires any interest in the Credit Agreement.

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Mortgage.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND EACH GRANTOR AGREES TO ITS

GRANTOR:

× Grace allen adams

× Adell H Agee

ADELL HAGEE

BK: 6525 PG: 271

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Page 8

INDIVIDUAL	ACKNOWLEDGMENT
STATE OF FLOW du	)
COUNTY OF SUNTAROSA	) SS )
The foregoing instrument was acknowledged before me this by GRACE ALLEN ADAMS, who is personally known to me or	who has produced day of October 300 00 as identification.
	(Signature of Person Taking Ackrolyledgment)
CAROLE L. BRYAN  Notary Public - State of Florida  My Commission Expires Jul 21, 2011  Commission # DD 654390  Bonded Through National Notary Assn.	(Name of Acknowledger Typed, Printed or Stamped)  (Title or Rank)
Service and Indiany Assn.	(Serial Number, if any)
INDIVIDUA	ACKNOWLEDGMENT
INDIVIDUAL	ACKNOWLEDGINENT
STATE OF TUMBLE	)
COUNTY OF Sant (10ser	) ss }
The foregoing instrument was acknowledged before me this by ADELL H AGEE, who is personally known to me or who has	day of DAWN as identification. 20 DC
	(Signature of Person Taking Acknowledgment)
CAROLE L. BRYAN  Notary Public - State of Florida	(Name of Acknowledger Typed, Printed or Stamped)
My Commission Expires Jul 21, 2011 Commission # DD 654390 Bonded Through National Notary Assn.	(Title or Rank)
	(Serial Number, if any)
ASER PRO Lending, Ver. 5.45.00.004 Copr. Harland F	Financial Solutions, Inc. 1997, 2009. All Rights Reserved Ft

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J2800678

# **SCHEDULE A**

KNOWN AS: 811 WEST JORDAN ST

ALL THAT CERTAIN LAND IN ESCAMBIA COUNTY, FLORIDA, TO-WIT:

LOT(S) 7 AND 8, BLOCK 19 OF ENGLEWOOD HEIGHTS AS RECORDED IN PLAT BOOK 59, PAGE 107, ET SEQ., OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

SUBJECT TO RESTRICTIONS, RESERVATIONS, EASEMENTS, COVENANTS, OIL, GAS OR MINERAL RIGHTS OF RECORD, IF ANY.

Recorded in Public Records 01/08/2010 at 02:04 PM OR Book 6548 Page 812, Instrument #2010001274, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording \$35.50 MTG Stamps \$35.00 Int. Tax \$20.00

#### WHEN RECORDED MAIL TO:



Record and Return To: Fisery Lending Solutions P.O. BOX 2590

ADAMS, GRACE A.

Chicago, IL 60690

This Modification of Mortgage prepared by:

Name: Diana Bass / 20093421536270 / FLS / QCPR Company: SunTrust Bank Address: 7455 Chancellor Drive, Orlando, FL 32809



#### MODIFICATION OF MORTGAGE



THIS MODIFICATION OF MORTGAGE dated December 16, 2009, is made and executed between GRACE A ADAMS, whose address is 811 WEST JORDAN STREET, PENSACOLA, FL 325227853, A SINGLE WOMAN, AND; ADELL H AGEE, whose address is 811 WEST JORDAN STREET, PENSACOLA, FL 32501, A SINGLE WOMAN. (referred to below as "Grantor") and SunTrust Bank, whose address is 7455 Chancellor Drive, Orlando, FL 32809 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated October 13, 2009 (the "Mortgage") which has been recorded in ESCAMBIA County, State of Florida, as follows:

11-02-2009 in OR/Deed Book 6525 at Page 264, in the amount of \$10,000.00 in the Clerk's Office of (County/City of) ESCAMBIA and State of FL.

The maximum aggregate amount of principal to be secured at any one time is increased:

TEN THOUSAND DOLLARS AND 00/100 (\$10,000.00)

TWENTY THOUSAND DOLLARS AND 00/100 (\$20,000.00).

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in ESCAMBIA County, State of Florida:

See the exhibit or other description document which is attached to this Modification and made a part of this Modification as if fully set

The Real Property or its address is commonly known as 811 WEST JORDAN ST, PENSACOLA, FL 32501.

MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows

("XX" Represents applicable modifications to above referenced mortgage)

XX WHEREAS, Borrower has requested an increase in the amount of the credit line and Bank has agreed to increase the credit limit, on the terms and conditions set forth herein; and

XX The Bank hereby agrees to extend the time for payment of the Agreement and Security Instrument and Borrower agrees to pay same and any advances made pursuant to the Access 3 line of credit as set forth in the Renewal Agreement, executed by Borrower on the date hereof, in the amount of the unpaid principal balance of the Agreement, plus accrued interest, costs, and expenses with a maturity date of 12-16-2039. No new monies have been advanced unless the box below is checked.

XX In order to evidence an increase in the credit line as contained in the Agreement, as contemplated hereby, the Renewal Agreement and the Security Instrument are hereby amended to provide for an increase in the credit limit in the amount of \$10,000.00.

XX The future advance clause contained in the Security Instrument is hereby amended to reflect that the maximum principal amount that may be secured by the lien of the Security Instrument is increased to \$40,000.00.

that may be secured by the lien of the Security Instrument is increased to \$40,000.00.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions. Grantor hereby ratifies and affirms that Grantor's liability shall continue in full force and effect through and including the Note's now extended maturity date and that Grantor has no defenses, setoffs, or other claims against Lender arising out of this credit facility. If it is determined that any other person or entity other than Lender shall have a lien, encumbrance, or claim of any type which has a legal priority over any term of this Modification, the original terms of the Note and Mortgage shall be severable from this Modification and separately enforceable from the terms thereof as modified hereby in accordance with their original terms, and Lender shall maintain all legal or equitable priorities which were in existence before the da

BK: 6548 PG: 813

# MODIFICATION OF MORTGAGE (Continued)

Page 2

legal or equitable priorities of Lender over any party which were in existence before the date of execution of this Modification shall remain in effect after the execution of this Modification. GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED DECEMBER 16, 2009. LENDER: SUNTRUST BANK INDIVIDUAL ACKNOWLEDGMENT ) SS Santa lossa The foregoing instrument was acknowledged before me this by GRACE A ADAMS, who is personally known to me or who has produced CAROLE L. BRYAN Notary Public - State of Florida My Commission Expires Jul 21, 2011 Commission # DD 654390 Bonded Through National Notary As (Serial Number, if any) INDIVIDUAL ACKNOWLEDGMENT STATE OF HON dw ) SS CAROLE L. BRYAN Notary Public - State of Florida y Commission Expires Jul 21, 2011

(Serial Number, if any)

Commission # DD 654390 Bonded Through National Notary As BK: 6548 PG: 814

# MODIFICATION OF MORTGAGE (Continued)

Page 3

LENDER A	ACKNOWLEDGMENT
STATE OF Provide COUNTY OF Santaluse	) ) ss )
This instrument was acknowledged before me this	day of December, 2009 by 05 care of SunTrust Bank. He or she is personally known to me or has produced
	(Signature of Person Taking Acknowledgment)
CAROLE L. BRYAN Notary Public - State of Florida Wy Commission Expires Jul 21, 2011 Commission # DD 654390 Bonded Through National Notary Assn.	(Name of Acknowledger Typed, Printed or Stamped) (Title or Rank)
	(Serial Number, if any)
	Financial Solutions, Inc. 1997, 2009. All Rights Reserved F G201.FC TR-936465 PR-ACCN

BK: 6548 PG: 815 Last Page

J3453378

### **SCHEDULE A**

KNOWN AS: 811 WEST JORDAN ST

ALL THAT CERTAIN LAND IN ESCAMBIA COUNTY, FLORIDA, TO-WIT:

LOT(S) 7 AND 8, BLOCK 19 OF ENGLEWOOD HEIGHTS AS RECORDED IN PLAT BOOK 59, PAGE 107, ET SEQ., OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

SUBJECT TO RESTRICTIONS, RESERVATIONS, EASEMENTS, COVENANTS, OIL, GAS OR MINERAL RIGHTS OF RECORD, IF ANY.

Recorded in Public Records 08/11/2010 at 04:30 PM OR Book 6623 Page 1603, Instrument #2010052245, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording \$35.50 MTG Stamps \$35.00 Int. Tax \$20.00



ADAMS, GRACE A.

Record and Return To: Fisery Lending Solutions P.O. BOX 2590 Chicago, IL 60690

This Modification of Mortgage prepared by:

Name: Diana Bass / 20101961041310 / FLS / QCPR

SunTrust Bank

Address: 7455 Chancellor Drive, Orlando, FL 32809





#### **MODIFICATION OF MORTGAGE**



THIS MODIFICATION OF MORTGAGE dated July 21, 2010, is made and executed between GRACE ALLEN ADAMS, whose address is 811 WEST JORDAN, PENSACOLA, FL 325227853, SINGLE AND: ADELL H AGEE, whose address is 811 WEST JORDAN, PENSACOLA, FL 325227853, SINGLE. (referred to below as: "Grantor") and SunTrust Bank, whose address is 7455 Chancellor Drive, Orlando, FL 32809 (referred to below as

MORTGAGE. Lender and Grantor have entered into a Mortgage dated October 13, 2009 (the "Mortgage") which has been recorded in ESCAMBIA County, State of Florida, as follows:

11-02-2009 in OR/Deed Book 6525 at Page 264, in the amount of \$10,000.00 in the Clerk's Office of (County/City of) ESCAMBIA and State of FL; further modified by that Modification of Mortgage/Deed of Trust/Security Deed increasing maximum aggregate amount by \$10,000.00, recorded 01-08-2010 in OR/Deed Book 6548 at Page 812 of the same public records.

MIRIAM PADRON kotary Public - State of Florida

My Comm Expires Apr 21, 201 ргодестве восамовниково АМВ

The maximum aggregate amount of principal to be secured at any one time is increased:

TWENTY THOUSAND DOLLARS AND 00/100 (\$20,000.00)

THIRTY THOUSAND DOLLARS AND 00/100

(\$<mark>30,000.00</mark>).

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real Florida:

Sonder Through National Notary Assn. See the exhibit or other description document which is attached to this Modification and made a part of this Modification as if fully set

The Real Property or its address is commonly known as 811 WEST JORDAN, PENSACOLA, FL 32501.

MODIFICATION, Lender and Grantor hereby modify the Mortgage as follows:

("XX" Represents applicable modifications to above referenced mortgage)

XX WHEREAS, Borrower has requested an increase in the amount of the credit line and Bank has agreed to increase the credit limit, on the terms and conditions set forth herein; and

XX The Bank hereby agrees to extend the time for payment of the Agreement and Security Instrument and Borrower agrees to pay same and any advances made pursuant to the Access 3 line of credit as set forth in the Renewal Agreement, executed by Borrower on the date hereof, in the amount of the unpaid principal balance of the Agreement, plus accrued interest, costs, and expenses with a maturity date of <u>07-21-2040</u>. No new monies have been advanced unless the box below is checked.

XX In order to evidence an increase in the credit line as contained in the Agreement, as contemplated hereby, the Renewal Agreement and the Security instrument are hereby amended to provide for an increase in the credit limit in the amount of \$10,000.00

XX The future advance clause contained in the Security Instrument is hereby amended to reflect that the maximum principal amount that may be secured by the lien of the Security Instrument is increased to \$60,000.00.

That may be secured by the lien of the Security Instrument is increased to \$60,000.00.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall among a secured by the first and effect and are legally validy binding, and enforceable in accordance with their respective terms. Consider by tender to this Medification does not waive Lender's right to require strict performance of the Mortgage as changed above first obligate. Lender, so make the modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note by office, sendit agreement and the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage shall perfect and accommodation parties, unless a party is expressly released by Lender in writing and my make, or analysis and accommodation makers, shall not be released by virtue of this Modification. If any person whe signed Mortgage does not sign accommodation, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions. Grantor hereby ratifies and affirms that Grantor's liability shall continue in full force and effect through and including the Note's now extended maturity date and that Grantor has no defenses, setoffs, or other claims against Lender arising out of this credit facility. If it is determined that any other person or entity other than Lender shall have a lien, encumbrance, or claim of any type which has a legal priority over any term of this Modification, the original terms of the Note and Mortgage shall be severable from this Modification and separately enforceable from the terms thereof as modified hereby in accordance with their original terms, and Lender shall maintain all lega

BK: 6623 PG: 1604

# MODIFICATION OF MORTGAGE (Continued)

Page 2

were in existence before the date of execution of this Modification. It is understood by and is the intention of the parties hereto that any legal or equitable priorities of Lender over any party which were in existence before the date of execution of this Modification shall remain in effect after the execution of this Modification.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JULY 21, 2010. LENDER: SUNTRUST BANK INDIVIDUAL ACKNOWLEDGMENT STATE OF FIORIDA ) SS COUNTY OF ESCAMBIF Taking Acknowledgment) MIRIAM PADROW (Name of Acknowledger Typed, Printed or Stamped) (Serial Number, if any) INDIVIDUAL ACKNOWLEDGMENT FLORIDA 1 SS ESCAMBIA 2 The foregoing instrument was acknowledged before me this by ADELL H AGEE, who is personally known to me or who has produced as identification PADROW MIRIAM MIRIAM PADRON lotary Public - State of Florida (Name of Acknowledger Typed, Printed or Stamped) Comm. Expires Apr 21, 2013 F5R Commission # DD 882770 (Title or Rank) (Serial Number, if any)

BK: 6623 PG: 1605

# MODIFICATION OF MORTGAGE (Continued)

Page 3

LENL	DER ACKNOWLEDGMENT
STATE OF TN	)
	) SS
COUNTY OF Day Idson	1
This instrument was acknowledged before me this as as identification	day of of SunTrust Bank. He or she is personally known to me or has produce
STATE TENNESSEE NOTATY	(Signature of Person Taking ) cknowledgment)  Carol Norris
STATE OF TENNESSEE NOORY PUBLIC	(Name of Acknowledger Typed, Printed or Stamped)  (Title or Rank)
THE POSON CONTINUE	(Serial Number, if any)

BK: 6623 PG: 1606 Last Page

K2000696

### **SCHEDULE A**

KNOWN AS: 811 W JORDAN ST

ALL THAT CERTAIN LAND IN ESCAMBIA COUNTY, FLORIDA, TO-WIT:

LOT(S) 7 AND 8, BLOCK 19 OF ENGLEWOOD HEIGHTS AS RECORDED IN PLAT BOOK 59, PAGE 107, ET SEQ., OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

SUBJECT TO RESTRICTIONS, RESERVATIONS, EASEMENTS, COVENANTS, OIL, GAS OR MINERAL RIGHTS OF RECORD, IF ANY.

OR BK 4316 PGO533 Escambia County, Florida INSTRUMENT 98-530915 RCD Oct 05, 1998 12:55 pm Escambia County, Florida ı

NOTICE OF LIEN

STATE OF FLORIDA COUNTY OF ESCAMBIA Ernie Lee Magaha Clerk of the Circuit Court INSTRUMENT 98-530915

FIRE PROTECTION MUNICIPAL SERVICE BENEFIT UNIT (MSBU)

Re: AGEE SIMON & IDELL 811 W JORDAN ST PENSACOLA FL 32501

ACCT.NO. 06 2650 000 000

AMOUNT \$316.80

THIS Notice of Lien is hereby filed pursuant to Section 1-15-63 of the Escambia County, Florida Code of Ordinances for delinquent annual assessments for fiscal years prior to and including September 30, 1998 plus a 10% penalty charge against real property, more particularly described as:

LTS 7 8 ENGLEWOOD HEIGHTS PLAT DB 59 P 107 OR 1659 P 784

BLK 19

PROP.NO. 18 2S 30 6000 007 019

filed in the public records of Escambia County. This constitutes a lien against the property identified above until discharged and satisfied by payment to the Clerk of the Circuit Court of the lien, plus penalties, in the total amount of \$316.80. Evidence of discharge and satisfaction of this lien can be recorded in the public records of Escambia County, Florida by the Clerk of the Circuit Court.

This lien shall not be assigned to any person. Until fully satisfied by payment, discharged or barred by law, this lien shall remain equal in rank and dignity with the liens of all state, county, district or municipal taxes and special assessments and superior in rank and dignity to all other subsequently filed liens, encumbrances, titles and claims in, to, or against the property. This lien may be enforced at any time by the Board of County Commissioners subsequent to the date of recording of this Notice of Lien for the amount due under the recorded lien, including all penalties, plus costs and a reasonable attorney's fee by proceedings in a court of equity to foreclose liens in the manner in which a mortgage lien is foreclosed or under the provisions of Chapter 173, Florida Statutes or the collection and enforcement of payment thereof may be accomplished by any other method authorized by law.

Date: 09/04/1998

Ernie Lee Magaha Clerk of the Circuit Court

Finance Director

OR BK 4449 PG1359 Escambia County, Florida INSTRUMENT 99-641256

RCD Aug 09, 1999 08:04 am Escambia County, Florida

NOTICE OF LIEN

STATE OF FLORIDA COUNTY OF ESCAMBIA

Ernie Lee Magaha Clerk of the Circuit Court INSTRUMENT 99~641256

FIRE PROTECTION MUNICIPAL SERVICE BENEFIT UNIT (MSBU)

AGEE SIMON & IDELL 811 W JORDAN ST PENSACOLA FL 3250 Re: 32501

ACCT.NO. 06 2650 000 000

AMOUNT \$35.20

THIS Notice of Lien is hereby filed pursuant to Section 1-15-63 of the Escambia County, Florida Code of Ordinances for delinquent annual assessments for the fiscal year October 1, 1998 through September 30, 1999 plus a 10% penalty charge against real property, more particularly described as:

ENGLEWOOD HEIGHTS PLAT DB 59 P 107 OR 1659 P 784

BLK 19

PROP.NO. 18 2S 30 6000 007 019

filed in the public records of Escambia County. This constitutes a lien against the property identified above until discharged and satisfied by payment to the Clerk of the Circuit Court of the lien, plus penalties, in the total amount of \$35.20. Evidence of discharge and satisfaction of this lien can be recorded in the public records of Escambia County, Florida by the Clerk of the Circuit Court

This lien shall not be assigned to any person. Until fully satisfied by payment, discharged or barred by law, this lien shall remain equal in rank and dignity with the liens of all state, county, district or municipal taxes and special assessments and superior in rank and dignity to all other subsequently filed liens, encumbrances, titles and claims in, to, or against the property. This lien may be enforced at any time by the Board of County Commissioners subsequent to the date of recording of this Notice of Lien for the amount due under the recorded lien, including all penalties, plus costs and a reasonable attorney's fee by proceedings in a court of equity to foreclose liens in the manner in which a mortgage lien is foreclosed or under the provisions of Chapter 173, Florida Statutes or the collection and enforcement of payment///hereof may be accomplished by any other method authorized by law.

Date: 05/24/1999

Date: 05/24/1999

Erricle Mgall Little Court

Finance Director

CIRCORDING Finance Director

by wanda M. McBrearty
OF CIRCLEPUCY Finance Director

## STATE OF FLORIDA COUNTY OF ESCAMBIA

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

## **CERTIFICATE # 02769 of 2022**

I, PAM CHILDERS, CLERK OF THE CIRCUIT COURT OF ESCAMBIA COUNTY, FLORIDA, do hereby certify that I did on April 17, 2025, mail a copy of the foregoing Notice of Application for Tax Deed, addressed to:

ADELL H AGEE	GRACE ALLEN ADAMS
C/O ROY AGEE	C/O ROY AGEE
3026 W BLOUNT ST	3026 W BLOUNT ST
PENSACOLA, FL 32505	PENSACOLA, FL 32505

	SIMON AGEE	IDELL AGEE
	811 W JORDAN ST	811 W JORDAN ST
	PENSACOLA, FL 32501	PENSACOLA, FL 32501
	ROY AGEE	SUNTRUST BANK
	811 W JORDAN ST	7455 CHANCELLOR DR
	PENSACOLA, FL 32501	ORLANDO, FL 32809
SIMON AGEE		IDELL AGEE
	3026 W BLOUNT ST	3026 W BLOUNT ST
	PENSACOLA, FL 32505	PENSACOLA, FL 32505

ROY AGEE ESCAMBIA COUNTY / COUNTY ATTORNEY
3026 W BLOUNT ST 221 PALAFOX PLACE STE 430
PENSACOLA, FL 32505 PENSACOLA FL 32502

WITNESS my official seal this 17th day of April 2025.

COMPTAGE AND COUNTY TO BE

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 June 4, 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 **TLGFY LLC** holder of **Tax Certificate No. 02769**, 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:

LTS 7 8 BLK 19 ENGLEWOOD HEIGHTS PLAT DB 59 P 107 OR 1659 P 784 OR 4555 P 1185 OR 6452 P 1017

**SECTION 18, TOWNSHIP 2 S, RANGE 30 W** 

TAX ACCOUNT NUMBER 062650000 (0625-66)

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

#### ADELL HAGEE and GRACE ALLEN ADAMS

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 June, which is the **4th day** of June 2025.

Dated this 16th day of April 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.

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**Post Property:** 

811 W JORDAN ST 32501



PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

By: Emily Hogg Deputy Clerk

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#### **Personal Services:**

ADELL H AGEE C/O ROY AGEE 3026 W BLOUNT ST PENSACOLA, FL 32505

GOUNTY ROBERT

PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

By: Emily Hogg Deputy Clerk

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#### **Personal Services:**

GRACE ALLEN ADAMS C/O ROY AGEE 3026 W BLOUNT ST PENSACOLA, FL 32505



PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

By: Emily Hogg Deputy Clerk

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

### NON-ENFORCEABLE RETURN OF SERVICE

**Document Number: ECSO25CIV014035NON** 

Agency Number: 25-005691

Court: TAX DEED
County: ESCAMBIA

Case Number: CERT# 02769, 2022

Attorney/Agent:
PAM CHILDERS
CLERK OF COURT
TAX DEED

Plaintiff:

IN RE: ADELL H AGEE AND GRACE ALLEN ADAMS

**Defendant:** 

Type of Process: NOTICE OF APPLICATION FOR TAX DEED

Received this Writ on 4/25/2025 at 8:50 AM and served same at 9:16 AM on 4/25/2025 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:

K. HENLEY CPS

Service Fee:

\$40.00

Receipt No:

BILL

#### WARNING

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Dated this 16th day of April 2025.

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**Post Property:** 

811 W JORDAN ST 32501



PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

By: Emily Hogg Deputy Clerk

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

### NON-ENFORCEABLE RETURN OF SERVICE DUZSING

**Document Number: ECSO25CIV014127NON** 

Agency Number: 25-005743

Court: TAX DEED
County: ESCAMBIA

Case Number: CERT NO 02769 2022

Attorney/Agent:
PAM CHILDERS
CLERK OF COURT
TAX DEED

Plaintiff:

RE: ADELL H AGEE AND GRACE ALLEN ADAMS

Defendant:

Type of Process: NOTICE OF APPLICATION FOR TAX DEED

Non-Executed

Received this Writ on 4/25/2025 at 8:55 AM and after a diligent search in ESCAMBIA COUNTY, FLORIDA for GRACE ALLEN ADAMS, Writ was returned to court UNEXECUTED on 4/29/2025 for the following reason:

MADE CONTACT WITH ROY AT 3026 W BLOUNT STREET WHO ADVISED SUBJECT IS DECEASED, HE HAS NOTHING TO DO WITH THE PROPERTY. NO ADDITIONAL INFORMATION GAINED THROUGH DUE DILIGENCE EFFORTS.

CHIP W SIMMONS, SHERIFF
ESCAMPIA COUNTY, FLORIDA

By:

C. DAVIS, CPS

Service Fee:

\$40.00

Receipt No:

BILL

#### WARNING

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Dated this 16th day of April 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:**

GRACE ALLEN ADAMS C/O ROY AGEE 3026 W BLOUNT ST PENSACOLA, FL 32505



PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

By: Emily Hogg Deputy Clerk

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#### **Personal Services:**

GRACE ALLEN ADAMS C/O ROY AGEE 3026 W BLOUNT ST PENSACOLA, FL 32505



PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

By: Emily Hogg Deputy Clerk

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

## NON-ENFORCEABLE RETURN OF SERVICE DUSTUS

Document Number: ECSO25CIV014125NON

Agency Number: 25-005742

Court: TAX DEED County: ESCAMBIA

Case Number: CERT NO 02769 2022

Attorney/Agent: PAM CHILDERS **CLERK OF COURT** TAX DEED

Plaintiff:

RE: ADELL H AGEE AND GRACE ALLEN ADAMS

Defendant:

Type of Process: NOTICE OF APPLICATION FOR TAX DEED

Non-Executed

Received this Writ on 4/25/2025 at 8:55 AM and after a diligent search in ESCAMBIA COUNTY, FLORIDA for ADELL H AGEE , Writ was returned to court UNEXECUTED on 4/29/2025 for the following reason:

SUBJECT IS DECEASED. NO ADDITIONAL INFORMATION GAINED THROUGH DUE DILIGENCE EFFORTS.

CHIP W SIMMONS, SHERIFF ESCAMBIA COUNTY, FLORIDA

By:

Service Fee:

Receipt No:

BILLL

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#### **Personal Services:**

ADELL H AGEE C/O ROY AGEE 3026 W BLOUNT ST PENSACOLA, FL 32505



PAM CHILDERS
CLERK OF THE CIRCUIT COURTESCAMBIA COUNTY, FLORIDA

By:
Emily Hogg
Deputy Clerk

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ADELL H AGEE C/O ROY AGEE 3026 W BLOUNT ST PENSACOLA, FL 32505



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ADELL H AGEE [0625-66] C/O ROY AGEE 3026 W BLOUNT ST PENSACOLA, FL 32505

9171 9690 0935 0127 2404 09

GRACE ALLEN ADAMS [0625-66] C/O ROY AGEE 3026 W BLOUNT ST PENSACOLA, FL 32505

9171 9690 0935 0127 2404 16

SIMON AGEE [0625-66] 811 W JORDAN ST PENSACOLA, FL 32501

9171 9690 0935 0127 2404 23

IDELL AGEE [0625-66] 811 W JORDAN ST PENSACOLA, FL 32501

9171 9690 0935 0127 2404 30

ROY AGEE [0625-66] 811 W JORDAN ST PENSACOLA, FL 32501

9171 9690 0935 0127 2404 47

SUNTRUST BANK [0625-66] 7455 CHANCELLOR DR ORLANDO, FL 32809

9171 9690 0935 0127 2403 55

SIMON AGEE [0625-66] 3026 W BLOUNT ST PENSACOLA, FL 32505

9171 9690 0935 0127 2403 62

IDELL AGEE [0625-66] 3026 W BLOUNT ST PENSACOLA, FL 32505

9171 9690 0935 0127 2403 79

ROY AGEE [0625-66] 3026 W BLOUNT ST PENSACOLA, FL 32505 Ornsoot

ESCAMBIA COUNTY / COUNTY ATTORNEY [0625-66] 221 PALAFOX PLACE STE 430 PENSACOLA FL 32502

9171 9690 0935 0127 2403 86

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

CERTIFIED MAIL.



9171 9690 0935 0127 2404 47

quadient 25 AM

FIRST-CLASS MAIL

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ROY AGEE [0625-66] 811 W JORDAN ST

PENSACOLA, FL 32501

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RETURN TO SENDER ATTEMPTED - NOT KNOW NOT KNOWN

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Clerk of the Circuit Court & Comptroller Official Records 221 Palafox Place, Suite 110

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Clerk of the Circuit Court & Comptroller GOfficial Records
221 Palafox Place, Suite 110

Pensacola, FL 32502

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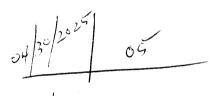
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Clerk of the Circuit Court & Comptroller Official Records 221 Palafox Place, Suite 110

Pensacola, FL 32502

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GRACE ALLEN ADAMS [0625-66] CORGY AGEE 3026 W BLOUNT ST PENSACOLA, FL 32505

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Clerk of the Circuit Court & Comptroller Official Records

221 Palafox Place, Suite 110

Pensacola, FL 32502

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ADELL H AGEE [0625-66] C/O ROY AGEE 3026 W BLOUNT ST

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NIXIE 0005/19/25

RETURN TO SENDER UNCLAIMED UNABLE TO FORWARD

\*2738-04628-29-21 

Clerk of the Circuit Court & Comptroller Official Records 221 Palafox Place, Suite 110

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SIMON AGEE [0625-66] 3026 W BLOUNT ST PENSACOLA, FL 32505

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04/28/2025 ZIP 32502 043M31219251

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Clerk of the Compite Comptroller

Official Records

221 Paratox Place Suite 110

Pensacola, FL 22502:

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SIMON AGEE [0625-66] 811 W JORDAN ST PENSACOLA, FL 32501

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NIXIE 32608 05/21/2025

RETURN TO SENDER
NOT DELIVERABLE AS ADDRESSED
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SORT IN MANUAL ONLY NO AUTOMATION
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# IMMATION

### A Weekly Publication of the Escambia-Santa Rosa Bar Association Since 2014

#### NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That TLGFY LLC holder of Tax Certificate No. 02769, 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:

LTS 7 8 BLK 19 ENGLEWOOD HEIGHTS PLAT DB 59 P 107 OR 1659 P 784 OR 4555 P 1185 OR 6452 P 1017

SECTION 18, TOWNSHIP 2 S, RANGE 30 W TAX ACCOUNT NUMBER 062650000 (0625-66)

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

#### ADELL H AGEE and GRACE ALLEN ADAMS

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 June, which is the 4th day of June 2025,

Dated this 24th day of April 2025.

In accordance with the AMERICANS WITH DISABILITIES ACT, if you are a person with disability who needs 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, FL 32502. Pensacola Telephone: 850-595-3793.

PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

By: Emily Hogg Deputy Clerk

4WR4/30-5/21TD

Name: Emily Hogg, Deputy Clerk Order Number: 7919

Order Date: 4/24/2025 Number Issues: 4
Pub Count: |
First Issue: 4/30/2025
Last Issue: 5/21/2025

Order Proc: \$200,00

Publications: The Summation Weekly 4/30/2025, 5/7/2025, 5/14/2025, 5/21/2025

The Summation Weekly 4/30/2025, 5/7/2025, 5/14/2025, 5/21/2025

Emily Hogg, Deputy Clerk First Judicial Circuit, Escambia County 190 W. Government St. Pensacola FL 32502

Before the undersigned authority personally appeared Malcolm Ballinger who under oath says that he is the Legal Administrator and Publisher of The Summation Weekly Newspaper published at Pensacola in Escambia & Santa Rosa County, Florida; that the attached copy of the advertisement, being a notice in the matter of

#### 2022 TD 02769 TLGFY LLC Agee and Adams

was published in said newspaper in and was printed and released from 4/30/2025 until 5/21/2025 for a consecutive 4 weeks.

Affiant further says that the said Summation Weekly is a newspaper published at Pensacola, in said Escambia & Santa Rosa Counties, Florida, and that the said newspaper has heretofore been continuously published in said Escambia & Santa Rosa Counties, Florida each week and has been entered as second class mail matter at the post office in Pensacola, in said Escambia County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication of the said newspaper

MALCOLM BALLINGER, PUBLISHER FOR THE SUMMATION WEEKLY STATE OF FLORIDA COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization, on 5/21/2025, by MALCOLM BALLINGER, who is personally known to me.

Notary Public State of Florida Morgan S. Cole My Commission HH 606918 Expires 10/27/2028



AGEE ADELL H & **ROY AGEE** 

**ADAMS GRACE ALLEN** 

3026 W BLOUNT ST PENSACOLA, FL 32505

### Scott Lunsford, CFC • Escambia County Tax Collector

EscambiaTaxCollector.com

facebook.com/ECTaxCollector witter.com/escambiatc



2024

### REAL ESTATE

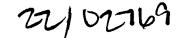
**TAXES** 

Notice of Ad Valorem and Non-Ad Valorem Assessments MILLAGE CODE **ESCROW CODE** ACCOUNT NUMBER PROPERTY REFERENCE NUMBER 06-2650-000 1825306000007019

> PROPERTY ADDRESS: 811 W JORDAN ST

**EXEMPTIONS:** 

PRIOR YEAR(S) TAXES OUTSTANDING



### PAY DELINQUENT TAXES BY CASH, CASHIER'S CHECK OR MONEY ORDER

AD VALOREM TAXES  MAXINGAUTIORITY  MAXIN								
TAXING AUTHORITY	MILLAGE (A) 2			Mir Labranti i	YAZ CARE			
COUNTY	6.6165	85,116	0	85,116	563.17			
PUBLIC SCHOOLS								
BY LOCAL BOARD	1.7520	98,118	0	98,118	171.90			
BY STATE LAW	3.0950	98,118	0	98,118	303.68			
WATER MANAGEMENT	0.0218	85,116	0	85,116	1.86			
SHERIFF	0.6850	85,116	0	85,116	58.30			
M.S.T.U. LIBRARY	0.3590	85,116	0	85,116	30.56			
ESCAMBIA CHILDRENS TRUST	0.4043	85,116	0 .	85,116	34.41			

**TOTAL MILLAGE 12.9336** 

\$1.528.31

**AD VALOREM TAXES \$1,163.88** 

LEGAL D	ESCRIPTION	Control Section Section Control Section Sectio			REM ASSESS	CALIFORNIA - CORES A SERVICIONAL DE CARROLINA DE CARROLIN	
P 107 OR 1659 P	VOOD HEIGHTS PLAT DB 59 784 OR 4555 P 1185 O al Legal on Tax Roll	FP FIRE PROTECTION	****				125.33
				N	ON-AD VALOREN	ASSESSMENTS	\$125.33
	at EscambiaTax oust be in U.S. funds draw		n	COMBIN	ED TAXES AND	ASSESSMENTS	\$1,289.21
If Received By	Jun 30, 2025	Jul 31, 2025	Aug 2	29, 2025			

#### 2024 REAL ESTATE TAXES DETACH HERE AND RETURN THIS PORTION WITH YOUR PAYMENT

\$1.528.31

Make checks payable to:

\$1,528.31

**ACCOUNT NUMBER** 06-2650-000 **PROPERTY ADDRESS 811 W JORDAN ST** 

**Please Pay** 

AGEE ADELL H & **ROY AGEE** ADAMS GRACE ALLEN 3026 W BLOUNT ST PENSACOLA, FL 32505

**Scott Lunsford, CFC Escambia County Tax Collector** P.O. BOX 1312

PENSACOLA, FL 32591

Pay online at EscambiaTaxCollector.com

**PRIOR YEAR(S) TAXES OUTSTANDING** 

PAY DELINQUENT TAXES BY CASH, **CASHIER'S CHECK OR MONEY ORDER**  Payments in U.S. funds from a U.S. bank

PAY ONLY ON	IE AMOUNT
AMOUNT IF PAID BY	Jun 30, 2025 1,528.31
AMOUNT IF PAID BY	Jul 31, 2025 1,528.31
AMOUNT IF PAID BY	Aug 29, 2025 1,528.31
AMOUNT IF PAID BY	
AMOUNT IF PAID BY	
DO NOT FOLD, STAP	LE, OR MUTILATE

#### **PAM CHILDERS**

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

TRAFFIC



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

BRANCH OFFICES ARCHIVES AND RECORDS JUVENILE DIVISION CENTURY

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

#### PAM CHILDERS, CLERK OF THE CIRCUIT COURT High Bid Tax Deed Sale

#### Cert # 002769 of 2022 Date 6/4/2025 Name JOHNNY CHERABIE

**Cash Summary** 

Cash Deposit	\$3,795.00
Total Check	\$72,678.80
Grand Total	\$76,473.80

\$75,900.00	Total Check \$72,678.80
\$10.00	Adv Recording Deed \$10.00
\$531.30	Adv Doc. Stamps \$531.30
\$18.50	
\$5,605.09	Postage \$73.80
	Researcher Copies \$0.00
\$73.80	
\$0.00	
	Adv Recording Mail Cert \$18.50
\$0.00	
	Clerk's Prep Fee \$14.00
\$5,531.29	Registry of Court \$5,531.29
\$75,900.00	
\$5,531.29	Overbid Amount \$70,294.91
\$18.50	
\$73.80	
\$0.00	
\$70,294.91	
	\$10.00 \$531.30 \$18.50 \$5,605.09 \$73.80 \$0.00 \$0.00 \$5,531.29 \$75,900.00 \$5,531.29 \$18.50 \$73.80 \$0.00

PAM CHILDERS
Clerk of the Circuit Court

Deputy Clerk

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

#### PAM CHILDERS

CLERK OF THE CIRCUIT COURT
ARCHIVES AND RECORDS
CHILDSUPPORT
CIRCUIT CIVIL
CIRCUIT CRIMINAL
COUNTY CIVIL
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DOMESTIC RELATIONS
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JUVENILE
MENTAL HEALTH
MIS
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PROBATE

TRAFFIC



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

# BRANCH OFFICES ARCHIVES AND RECORDS JUVENILE DIVISION CENTURY

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

#### Case # 2022 TD 002769 Sold Date 6/4/2025

Name JOHNNY CHERABIE

RegistryOfCourtT = TAXDEED	\$5,531.29	
overbidamount = TAXDEED	\$70,294.91	
PostageT = TD2	\$73.80	
Researcher Copies = TD6	\$0.00	
prepFee = TD4	\$14.00	
advdocstampsdeed = TAXDEED	\$531.30	
advancerecording = TAXDEED	\$18.50	
AdvRecordingDeedT = TAXDEED	\$10.00	

Date	Docket	Desc	VIEW IMAGES
6/1/2022	0101	CASE FILED 06/01/2022 CASE NUMBER 2022 TD 002769	
5/6/2024	TD83	TAX COLLECTOR CERTIFICATION	
5/6/2024	TD84	PA'S INFO	
5/7/2024	RECEIPT	PAYMENT \$456.00 RECEIPT #2024033040	
6/4/2024	TDNOT	NOTICE OF APPLICATION FOR TAX DEED	
6/4/2024	TDNOT	NOTICE OF APPLICATION FOR TAX TDNOT DEED - RECORDED (OR.9155.1722. / 2024042546)	
2/24/2025	TD82	PROPERTY INFORMATION REPORT	
4/29/2025	TD81	CERTIFICATE OF MAILING	
5/2/2025	CheckVoided	CHECK (CHECKID 141874) VOIDED: Voided BALLINGER PUBLISHING PO BOX 12665 PENSACOLA, FL 32591	
5/2/2025	CheckMailed	CHECK PRINTED: CHECK # 900038674 - - REGISTRY CHECK	
5/5/2025	TD84	SHERIFF RETURN OF SERVICE	
5/13/2025	TD84	D84 CERTIFIED MAIL TRACKING / RETURNED MAIL	
5/28/2025	TD84	PROOF OF PUBLICATION	
6/2/2025	TD84	2024 TAX BILL	

FEES

EffectiveDate FeeC	ode FeeDesc	TotalFee	AmountPaid	WaivedAmount	AmountOutstanding

5/6/2024 5:42:38 PM	RECORD2	RECORD FEE FIRST PAGE	10.00	10.00	0.00	0.00
5/6/2024 5:42:39 PM	TAXDEED	TAX DEED CERTIFICATES	320.00	320.00	0.00	0.00
5/6/2024 5:42:38 PM	TD4	PREPARE ANY INSTRUMENT	7.00	7.00	0.00	0.00
5/6/2024 5:42:39 PM	TD7	ONLINE AUCTION FEE	59.00	59.00	0.00	0.00
5/6/2024 5:43:35 PM	TD10	TAX DEED APPLICATION	60.00	60.00	0.00	0.00
		Total	456.00	456.00	0.00	0.00

### RECEIPTS

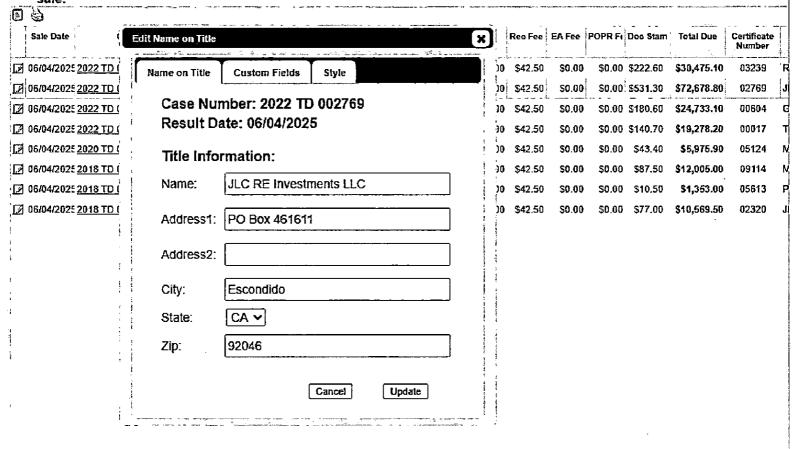
ReceiptDate	ReceiptNumber	Received_from	payment_amt	applied_amt	refunded_amt
5/7/2024 12:10:00 PM	2024033040	TLGFY LLC	456.00	456.00	0.00
		Total	456.00	456.00	0.00

### REGISTRY

CashierDate	Туре	TransactionID	TransactionName	TransactionName Name		Status
5/2/2025 9:05:06 AM	Check (outgoing)	101993853	BALLINGER PUBLISHING	PO BOX 12665	200.00	900038674 CLEARED ON 5/2/2025
5/7/2024 12:10:00 PM	Deposit	101891909	TLGFY LLC		320.00	Deposit
	Check (outgoing)	102004796	ESCAMBIA COUNTY SHERIFF'S OFFICE	1700 W LEONARD ST	120.00	
	Deposite	eposited Used Balance		ince		
	320.00		7,520.00		-7,200.00	

### **Auction Results Report**

\*\* Doc stamps for tax deed auctions are due in conjunction with the final payment due at 11:00 AM CT on the following by sale.



ф **7** 

14 ≪ ; Page 1 of 1 → № 30 V

82105

Johnny Cherabie

\$15,900.00

\$ 3,795.00



### Clerk of the Circuit Court and Comptroller, Escambia County

Clerk of Courts • County Comptroller • Clerk of the Board of County Commissioners • Recorder •

### NOTICE OF SURPLUS FUNDS FROM TAX DEED SALE CLERK OF THE CIRCUIT COURT

GRACE ALLEN ADAMS C/O ROY AGEE 3026 W BLOUNT ST PENSACOLA, FL 32505

Tax Deed File # 0625-66 Certificate # 02769 of 2022 Account # 062650000

Property legal description:

### LTS 7 8 BLK 19 ENGLEWOOD HEIGHTS PLAT DB 59 P 107 OR 1659 P 784 OR 4555 P 1185 OR 6452 P 1017

Pursuant to Chapter 197, F.S., the above property was sold at public sale on **June 4, 2025**, and a surplus of \$68,737.19 (subject to change) will be held by this office for 120 days beginning on the date of this notice to benefit the persons having an interest in this property as described in section 197.502(4), Florida Statutes, as their interests may appear (except for those persons described in section 197.502(4)(h), Florida Statutes). To the extent possible, these funds will be used to satisfy any government lienholder of record before any claimant with a senior mortgage on the property and before distribution of any funds to any junior mortgage or lien claimant or to the former property owner. To be considered for payment of any portion of the surplus funds, you must file a notarized statement of claim with this office within 120 days of this notice.

If you are a lienholder, your claim must include the particulars of your lien and the amounts currently due.

THE FAILURE OF A LIENHOLDER TO FILE A CLAIM FOR SURPLUS FUNDS WITHIN 120 DAYS OF THIS NOTICE CONSTITUTES A WAIVER OF THE LIENHOLDER'S INTEREST IN THE SURPLUS FUNDS AND ALL CLAIMS THERETO ARE FOREVER BARRED.

If your claim has been satisfied, released, or you are waiving your claim, please check the "No claim will be filed" box on the enclosed claim form and return it to our office so that any other liens can be considered.

Dated this 10th day of June 2025.

ESCAMBIA GOUNT

CLERK OF COURT

Deputy Cle

Tax Deeds • 221 Palafox Place • Suite 110 • Pensacola, FL 32502 • (850) 595-3793



### Clerk of the Circuit Court and Comptroller, Escambia County

Clerk of Courts • County Comptroller • Clerk of the Board of County Commissioners • Recorder •

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ESCAMBIA COUN

Deputy Clerk

CLERK OF COURT

Tax Deeds • 221 Palafox Place • Suite 110 • Pensacola, FL 32502 • (850) 595-3793



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Clerk of Courts • County Comptroller • Clerk of the Board of County Commissioners • Recorder •

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Dated this 10th day of June 2025.

ESCAMINA GOUNTY CLERY OF COURT

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

Tax Deeds • 221 Palafox Place • Suite 110 • Pensacola, FL 32502 • (850) 595-3793



### Clerk of the Circuit Court and Comptroller, Escambia County

Clerk of Courts • County Comptroller • Clerk of the Board of County Commissioners • Recorder •

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Dated this 10th day of June 2025.

ESCAMBIA COUNTY CLERK OF COUR'

Deputy Clerk

Tax Deeds • 221 Palafox Place • Suite 110 • Pensacola, FL 32502 • (850) 595-3793



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If your claim has been satisfied, released, or you are waiving your claim, please check the "No claim will be filed" box on the enclosed claim form and return it to our office so that any other liens can be considered.

Dated this 10th day of June 2025.

ESCAMBIA COUNTY CLERK OF COURT

Deputy Clerk

Tax Deeds • 221 Palafox Place • Suite 110 • Pensacola, FL 32502 • (850) 595-3793



### Clerk of the Circuit Court and Comptroller, Escambia County

Clerk of Courts • County Comptroller • Clerk of the Board of County Commissioners • Recorder •

### NOTICE OF SURPLUS FUNDS FROM TAX DEED SALE CLERK OF THE CIRCUIT COURT

ROY AGEE 811 W JORDAN ST PENSACOLA, FL 32501

Tax Deed File # 0625-66 Certificate # 02769 of 2022 Account # 062650000

Property legal description:

#### LTS 7 8 BLK 19 ENGLEWOOD HEIGHTS PLAT DB 59 P 107 OR 1659 P 784 OR 4555 P 1185 OR 6452 P 1017

Pursuant to Chapter 197, F.S., the above property was sold at public sale on **June 4, 2025**, and a surplus of \$68,737.19 (subject to change) will be held by this office for 120 days beginning on the date of this notice to benefit the persons having an interest in this property as described in section 197.502(4), Florida Statutes, as their interests may appear (except for those persons described in section 197.502(4)(h), Florida Statutes). To the extent possible, these funds will be used to satisfy any government lienholder of record before any claimant with a senior mortgage on the property and before distribution of any funds to any junior mortgage or lien claimant or to the former property owner. To be considered for payment of any portion of the surplus funds, you must file a notarized statement of claim with this office within 120 days of this notice.

If you are a lienholder, your claim must include the particulars of your lien and the amounts currently due.

THE FAILURE OF A LIENHOLDER TO FILE A CLAIM FOR SURPLUS FUNDS WITHIN 120 DAYS OF THIS NOTICE CONSTITUTES A WAIVER OF THE LIENHOLDER'S INTEREST IN THE SURPLUS FUNDS AND ALL CLAIMS THERETO ARE FOREVER BARRED.

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Dated this 10th day of June 2025.

ESCAMBIA COUNTY CLERKO

Tax Deeds • 221 Palafox Place • Suite 110 • Pensacola, FL 32502 • (850) 595-3793



### Clerk of the Circuit Court and Comptroller, Escambia County

Clerk of Courts • County Comptroller • Clerk of the Board of County Commissioners • Recorder •

### NOTICE OF SURPLUS FUNDS FROM TAX DEED SALE CLERK OF THE CIRCUIT COURT

SIMON AGEE 3026 W BLOUNT ST PENSACOLA, FL 32505

Tax Deed File # 0625-66 Certificate # 02769 of 2022 Account # 062650000

Property legal description:

#### LTS 7 8 BLK 19 ENGLEWOOD HEIGHTS PLAT DB 59 P 107 OR 1659 P 784 OR 4555 P 1185 OR 6452 P 1017

Pursuant to Chapter 197, F.S., the above property was sold at public sale on June 4, 2025, and a surplus of \$68,737.19 (subject to change) will be held by this office for 120 days beginning on the date of this notice to benefit the persons having an interest in this property as described in section 197.502(4), Florida Statutes, as their interests may appear (except for those persons described in section 197.502(4)(h), Florida Statutes). To the extent possible, these funds will be used to satisfy any government lienholder of record before any claimant with a senior mortgage on the property and before distribution of any funds to any junior mortgage or lien claimant or to the former property owner. To be considered for payment of any portion of the surplus funds, you must file a notarized statement of claim with this office within 120 days of this notice.

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Dated this 10th day of June 2025.

ESCAMBIA

ву:\_\_\_\_\_

Deputy Clerk

Tax Deeds • 221 Palafox Place • Suite 110 • Pensacola, FL 32502 • (850) 595-3793



### Clerk of the Circuit Court and Comptroller, Escambia County

Clerk of Courts • County Comptroller • Clerk of the Board of County Commissioners • Recorder •

### NOTICE OF SURPLUS FUNDS FROM TAX DEED SALE CLERK OF THE CIRCUIT COURT

SIMON AGEE 811 W JORDAN ST PENSACOLA, FL 32501

Tax Deed File # 0625-66 Certificate # 02769 of 2022 Account # 062650000

Property legal description:

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Dated this 10th day of June 2025.

ESCAMBIA COUNTY CLERKOF COURT

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

Tax Deeds • 221 Palafox Place • Suite 110 • Pensacola, FL 32502 • (850) 595-3793



### Clerk of the Circuit Court and Comptroller, Escambia County

Clerk of Courts • County Comptroller • Clerk of the Board of County Commissioners • Recorder •

### NOTICE OF SURPLUS FUNDS FROM TAX DEED SALE CLERK OF THE CIRCUIT COURT

SUNTRUST BANK 7455 CHANCELLOR DR ORLANDO, FL 32809

Tax Deed File # 0625-66 Certificate # 02769 of 2022 Account # 062650000

Property legal description:

#### LTS 7 8 BLK 19 ENGLEWOOD HEIGHTS PLAT DB 59 P 107 OR 1659 P 784 OR 4555 P 1185 OR 6452 P 1017

Pursuant to Chapter 197, F.S., the above property was sold at public sale on June 4, 2025, and a surplus of \$68,737.19 (subject to change) will be held by this office for 120 days beginning on the date of this notice to benefit the persons having an interest in this property as described in section 197.502(4), Florida Statutes, as their interests may appear (except for those persons described in section 197.502(4)(h), Florida Statutes). To the extent possible, these funds will be used to satisfy any government lienholder of record before any claimant with a senior mortgage on the property and before distribution of any funds to any junior mortgage or lien claimant or to the former property owner. To be considered for payment of any portion of the surplus funds, you must file a notarized statement of claim with this office within 120 days of this notice.

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Dated this 10th day of June 2025.

ESCAMBIA COUNT

**Deputy Clerk** 

Tax Deeds • 221 Palafox Place • Suite 110 • Pensacola, FL 32502 • (850) 595-3793

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Clerk of the Circuit Court & Comptr Official Records

221 Palatox Place, Suite 110

Pensacola, FE 32502

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CERTIFIED MAIL



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IDELL AGEE 811 W JORDAN ST PENSACOLA, FL 32501

Tax Deed File # 0625-66

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UNABLE TO FORWARD

Clerk of the Circuit Court & Comptr Official Records

221 Palafox Place, Suite 110 Pensacola, FL 32502

NOTICE OF SURPLUS FUNDS FROM TAX DEE

SIMON AGEE 811 W JORDAN ST

Tax Deed File # 0625-66

PENSACOLA, FL 32501

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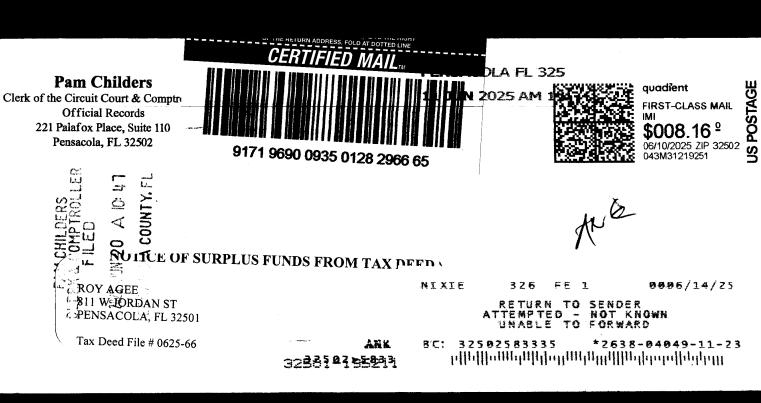
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Clerk of the Circuit Court & Comptr Official Records

221 Palafox Place, Suite 110

Pensacola, FL 32502

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SIMON AGEE 3026 W BLOUNT ST PENSACOLA, FL 32505

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RETURN TO SENDER UNCLAIMED UNABLE TO FORWARD

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BC: 32502583335 \*2638-03651-11-23

CERTIFIED MAIL.

**Pam Childers** Clerk of the Circuit Court & Compt

Official Records 221 Palafox Place, Suite 110

Pensacola, FL 32502

MBIA COUNTY.

ADELL H AGEE C/O ROY AGEE 3026 W BLOUNT ST PENSACOLA, FL 32505

Tax Deed File # 0625-66 \_. 932009032ZB0Z5A4





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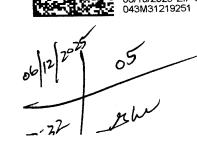
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NOTICE OF SURPLUS FUNDS FROM TAX DEED SA

**IDELL AGEE** 3026 W BLOUNT ST PENSACOLA, FL 32505

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**Pam Childers** Clerk of the Circuit Court & Comptrol

Official Records

221 Palafox Place, Suite 110

Pensacola, FL 32502

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MCOLA FL 325 **auadient** Clerk of the Circuit Court & Comptr Official Records 2025 AM FIRST-CLASS MAIL \$008.16 06/10/2025 ZIP 32502 043M31219251

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ESCAMBIA -2 OF BURFLUS FUNDS FROM TAX DEE

GRACE ALLEN ADAMS C/O ROY AGEE 3026 W BLOUNT ST PENSACOLA, FL 32505

**Pam Childers** 

221 Palatox Place Suite 110

Pensacola, FL 32502

Tax Deed File # 0625 cc \_. 9320090222B02574 RETURN TO SENDER UNCLAIMED UNABLE TO FORWARD

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Tax Certificate #	2022 TO 00276	9
Account #	062650000	
		ace Allen Adams
Property Owner		20501
Property Address	811 W Jordan St	52501
sold to: Johnny Cherabie \$7	590000	
Johnny Cherabie #1	5,100,00	
Disbursed to/for:	Amount Pd: Registry Balance:	
Recording Fees (from TXD receipt)	\$ 559,80 V, \$	
Clerk Registry Fee (fee due clerk tab) Fee Code: OR860	\$1,071.92 \$	
Tax Collector Fee (from redeem screen)	\$ 6.25 \ \ \ \ \ \	
Certificate holder/taxes & app fees	\$3996.73/\$	
Refund High Bidder unused sheriff fees	\$ 0 \\$	
Additional taxes 2024	\$1528.31 \$ 109.00	.99
Postage final notices	\$ 73.80 \$	
msr. Len	\$3410.80 \$	
msby upo	\$ 105.00 \$ 68,13	1.19
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BALANCE IN TAX DEEDS SHOULD MATCH BALANCE I	N BENCHWARKIIIIIIIIII	
Lien Information:	Due \$	246 80
MSBU LIEN 4314 5	73 Paid \$	344.80
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more lien 4440	7359 Paid \$	45.75
	Due \$	
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Post sale process:	Notes:	
Tax Deed Results Report to Tax Collector		
Print Deed/Send to Admin for signature	✓	
Request check for recording fees/doc stamps	7	
Request check for Clerk Registry fee/fee due clerk	7	
Request check for Tax Collector fee (\$6.25 etc)	7	
Request check for certificate holder refund/taxes & app fees		
Request check for any unused sheriff fees to high bidder		
Determine government liens of record/ amounts due		
Print Final notices to all lienholders/owners		
Request check for postage fees for final notices		
Record Tax Deed/Certificate of Mailing	$\sqcup$	
Copy of Deed for file and to Tax Collector		

### STATE OF FLORIDA COUNTY OF ESCAMBIA

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2025044999 6/16/2025 3:08 PM
OFF REC BK: 9334 PG: 82 Doc Type: ROL
Recording \$10.00

### CANCELLATION OF LIEN

Property Reference No. 182S306000007019

The lien dated 09/04/1998, created pursuant to Section 1-15-63 of the Code of Escambia County, Florida for delinquent annual assessments, against SIMON AGEE and IDELL AGEE, recorded in Official Records Book 4316 at Page 533, of the public records of Escambia County, Florida are canceled said liens having been satisfied by payment in full.



STATE OF FLORIDA COUNTY OF ESCAMBIA PAM CHILDERS

CLERK OF THE CIRCUIT COURT

Del Colol

Before the undersigned Deputy Clerk, personally appeared MYLINDA JOHNSON, who is personally known to me and known to me to be the individual described by said name who executed the foregoing cancellation as Deputy Clerk to Pam Childers, Clerk of the Circuit Court of Escambia County, Florida, and acknowledged before me that he/she executed the same for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 16TH day of JUNE, A.D. 2025.

OSEAL COLUMNIA

PAM CHILDERS
CLERK OF THE CIRCUIT COURT

7

Deputy Clerk

Prepared By: Pam Childers Clerk of the Circuit Court

OR BK 4316 PG0533 Escambia County, Florida INSTRUMENT 98-530915 RCD Oct 05, 1998 12:55 pm Escambia County, Florida

NOTICE OF LIEN

STATE OF FLORIDA COUNTY OF ESCAMBIA

Ernie Lee Magaha rk of the Circuit Court INSTRUMENT 98-530915

FIRE PROTECTION MUNICIPAL SERVICE BENEFIT UNIT (MSBU)

AGEE SIMON & IDELL 811 W JORDAN ST PENSACOLA FL 3250 Re: 32501

ACCT.NO. 06 2650 000 000

AMOUNT \$316.80

+ 30/340/80

THIS Notice of Lien is hereby filed pursuant to Section 1-15-63 of the Escambia County, Florida Code of Ordinances for delinquent annual assessments for fiscal years prior to and including September 30, 1998 plus a 10% penalty charge against real property, more particularly described as:

ENGLEWOOD HEIGHTS PLAT DB 59 P 107 OR 1659 P 784

**BLK 19** 

PROP.NO. 18 2S 30 6000 007 019

filed in the public records of Escambia County. This constitutes a lien against the property identified above until discharged and satisfied by payment to the Clerk of the Circuit Court of the lien, plus penalties, in the total amount of \$316.80. Evidence of discharge and satisfaction of this lien can be recorded in the public records of Escambia County, Florida by the Clerk of the Circuit Court.

This lien shall not be assigned to any person. Until fully satisfied by payment, discharged or barred by law, this lien shall remain equal in rank and dignity with the liens of all state, county, district or municipal taxes and special assessments and superior in rank and dignity to all other subsequently filed liens, encumbrances, titles and claims in, to, or against the property. This lien may be enforced at any time by the Board of County Commissioners subsequent to the date of recording of this Notice of Lien for the amount due under the recorded lien, including all penalties, plus costs and a reasonable attorney's fee by proceedings in a court of equity to foreclose liens in the manner in which a mortgage lien is foreclosed or under the provisions of Chapter 173, Florida Statutes or the collection and enforcement of payment thereof may be accomplished by any other method authorized by law.

Date: 09/04/1998

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### STATE OF FLORIDA COUNTY OF ESCAMBIA

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2025045000 6/16/2025 3:08 PM
OFF REC BK: 9334 PG: 83 Doc Type: ROL
Recording \$10.00

### CANCELLATION OF LIEN

Property Reference No. 182S306000007019

The lien dated 05/24/1999, created pursuant to Section 1-15-63 of the Code of Escambia County, Florida for delinquent annual assessments, against SIMON AGEE and IDELL AGEE, recorded in Official Records Book 4449 at Page 1359, of the public records of Escambia County, Florida are canceled said liens having been satisfied by payment in full.

SEAL SEAL

PAM CHILDERS
CLERK OF THE CIRCUITA

Bv

Deputy Clark

STATE OF FLORIDA COUNTY OF ESCAMBIA

Before the undersigned Deputy Clerk, personally appeared MYLINDA JOHNSON, who is personally known to me and known to me to be the individual described by said name who executed the foregoing cancellation as Deputy Clerk to Pam Childers, Clerk of the Circuit Court of Escambia County, Florida, and acknowledged before me that he/she executed the same for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 16TH day of JUNE, A.D. 2025.

SEAT SEATON

PAM CHILDERS

CLERK OF THE CIRQUIT COURT

By:

Deputy Clerk

Prepared By:
Pam Childers
Clerk of the Circuit Court

OR BK 4449 PG1359 Escambia County, Florida INSTRUMENT 99-641256

RCD Aug 09, 1999 08:04 am Escambia County, Florida

NOTICE OF LIEN

STATE OF FLORIDA COUNTY OF ESCAMBIA

Ernie Lee Magaha rk of the Circuit Court INSTRUMENT 99-641256 Clerk

FIRE PROTECTION MUNICIPAL SERVICE BENEFIT UNIT (MSBU)

AGEE SIMON & IDELL 811 W JORDAN ST PENSACOLA FL 3250 Re: 32501

ACCT.NO. 06 2650 000 000

TRUOMA

\$35.20

THIS Notice of Lien is hereby filed pursuant to Section 1-15-63 of the Escambia County, Florida Code of Ordinances for delinquent annual assessments for the fiscal year October 1, 1998 through September 30, 1999 plus a 10% penalty charge against real property, more particularly described as:

LTS 7 8 ENGLEWOOD HEIGHTS PLAT DB 59 P 107 OR 1659 P 784

BLK 19

PROP.NO. 18 2S 30 6000 007 019

filed in the public records of Escambia County. This constitutes a lien against the property identified above until discharged and satisfied by payment to the Clerk of the Circuit Court of the lien, plus penalties, in the total amount of \$35.20. Evidence of discharge and satisfaction of this lien can be recorded in the public records of Escambia County, Florida by the Clerk of the Circuit Court

This lien shall not be assigned to any person. Until fully satisfied by payment, discharged or barred by law, this lien shall remain equal in rank and dignity with the liens of all state, county, district or municipal taxes and special assessments and superior in rank and dignity to all other subsequently filed liens, encumbrances, titles and claims in, to, or against the property. This lien may be enforced at any time by the Board of County Commissioners subsequent to the date of recording of this Notice of Lien for the amount due under the recorded lien, including all penalties, plus costs and a reasonable attorney's fee by proceedings in a court of equity to foreclose liens in the manner in which a mortgage lien is foreclosed or under the provisions of Chapter 173, Florida Statutes or the collection and enforcement of Daymenful/thereof may be accomplished by any other method authorized by law.

Date: 05/24/1999

Date: 05/24/1999

Erric Lee Magaha
Clerk of the Circuit Court

e Lee Magaha k of the Circuit Cour

by Manda M. McBrearty
OF CIROSPUCY Finance Director

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2025041956 6/10/2025 10:15 AM
OFF REC BK: 9328 PG: 1181 Doc Type: COM
Recording \$18.50

### STATE OF FLORIDA COUNTY OF ESCAMBIA

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

**CERTIFICATE # 02769 of 2022** 

I, PAM CHILDERS, CLERK OF THE CIRCUIT COURT OF ESCAMBIA COUNTY, FLORIDA, do hereby certify that I did on April 17, 2025, mail a copy of the foregoing Notice of Application for Tax Deed, addressed to:

ADELL H AGEE	GRACE ALLEN ADAMS
	C/O ROY AGEE
	3026 W BLOUNT ST
PENSACOLA, FL 32505	PENSACOLA, FL 32505

SIMON AGEE 811 W JORDAN ST PENSACOLA, FL 32501	IDELL AGEE 811 W JORDAN ST PENSACOLA, FL 32501
ROY AGEE 811 W JORDAN ST PENSACOLA, FL 32501	SUNTRUST BANK 7455 CHANCELLOR DR ORLANDO, FL 32809
SIMON AGEE 3026 W BLOUNT ST PENSACOLA, FL 32505	IDELL AGEE 3026 W BLOUNT ST PENSACOLA, FL 32505

	ESCAMBIA COUNTY / COUNTY ATTORNEY
	221 PALAFOX PLACE STE 430
PENSACOLA, FL 32505	PENSACOLA FL 32502

WITNESS my official seal this 17th day of April 2025.

COMPTRO

PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

By: Emily Hogg Deputy Clerk

# TION

### A Weekly Publication of the Escambia-Santa Rosa Bar Association Since 2014

#### NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That TLGFY LLC holder of Tax Certificate No. 02769. issued the 1st day of June, A.D., 2022 has filed same in my office and has made application for a lax deed to be issued thereon. Said certificate embraces the following described property in the County of Escambia, State of Florida, to wit:

LTS 7 8 BLK 19 ENGLEWOOD HEIGHTS PLAT DB 59 P 107 OR 1659 P 784 OR 4555 P 1185 OR 6452 P 1017

SECTION 18, TOWNSHIP 2 S, RANGE 30 W TAX ACCOUNT NUMBER 062650000 (0625-66)

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

ADELL H AGEE and GRACE ALLEN ADAMS

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 June, which is the 4th day of June 2025.

Dated this 24th day of April 2025.

In accordance with the AMERICANS WITH DISABILITIES ACT, if you are a person with 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 Comptex, 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

4WR4/30-5/21TD

Name: Emily Hogg, Deputy Clerk Order Number: 7919 Order Date: 4/24/2025 Number Issues: 4

Pub Count: First Issue: First Issue: 4/30/2025 Last Issue: 5/21/2025

Last Bade: 3/21/2/25 Order Precs: \$200,00 Publications: The Summation Weekly Pub Dates: The Summation Weekly: 4/30/2025, 5/7/2025, 5/14/2025, 5/21/2025

Emily Hogg, Deputy Clerk First Judicial Circuit, Escambia County 190 W. Government St. Pensacola FL 32502

Before the undersigned authority personally appeared Malcolm Ballinger who under oath says that he is the Legal Administrator and Publisher of The Summation Weekly Newspaper published at Pensacola in Escambia & Santa Rosa County, Florida; that the attached copy of the advertisement, being a notice in the matter of

### 2022 TD 02769 TLGFY LLC Agee and Adams

was published in said newspaper in and was printed and released from 4/30/2025 until 5/21/2025 for a consecutive 4

Affiant further says that the said Summation Weekly is a newspaper published at Pensacola, in said Escambia & Santa Rosa Counties, Florida, and that the said newspaper has heretofore been continuously published in said Escambia & Santa Rosa Counties, Florida each week and has been entered as second class mail matter at the post office in Pensacola, in said Escambia County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication of the said newspaper.

Ja MALCOLM BALLINGER,

PUBLISHER FOR THE SUMMATION WEEKLY STATE OF FLORIDA COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization, on 5/21/2025, by MALCOLM BALLINGER, who is personally known to me.

> Notary Public State of Florida Morgan S. Cole My Commission HH 606918 .... Expires 10/27/2028

Pam Childers CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY FLORIDA INST# 2025041957 6/10/2025 10:15 AM OFF REC BK: 9328 PG: 1183 Doc Type: TXD Recording \$10.00 Deed Stamps \$531.30

Tax deed file number 0625-66

Parcel ID number 182S306000007019

### TAX DEED

Escambia County, Florida

for official use only

Tax Certificate numbered 02769 issued on June 1, 2022 was filed in the office of the tax collector of Escambia County, Florida. An application has been made for the issuance of a tax deed. The applicant has paid or redeemed all other taxes or tax certificates on the land as required by law. The notice of sale, including the cost and expenses of this sale, has been published as required by law. No person entitled to do so has appeared to redeem the land. On the 4th day of June 2025, the land was offered for sale. It was sold to JLC RE Investments LLC, PO Box 461611 Escondido CA 92046, who was the highest bidder and has paid the sum of the bid as required by law.

The lands described below, including any inherited property, buildings, fixtures, and improvements of any kind and description, situated in this County and State.

Description of lands: LTS 7 8 BLK 19 ENGLEWOOD HEIGHTS PLAT DB 59 P 107 OR 1659 P 784 OR 4555 P 1185 OR 6452 P 1017 SECTION 18, TOWNSHIP 2 S, RANGE 30 W

\*\* Property previously assessed to: ADELL H AGEE, GRACE ALLEN ADAMS

On 4th day of June 2025, in Escambia County, Florida, for the sum of (\$75,900.00) SEVENTY FIVE THOUSAND NINE HUNDRED AND

00/100 Dollars, the amount paid as required by law.

221 Palafox Place, Ste

221 Palatox Place

Pensacola, FL 32502

Pam Childers,

Clerk of Court and Comptroller Escambia County, Florida

On this 4th day of 2025 before me personally appeared PPM (VALUES)

Clerk of Court and Comptroller in and for the State and this County known to me to be the person described in, and who executed the foregoing instrument, and acknowledged the execution of this instrument to be his own free act and deed for the use and purposes therein mentioned

Witness my hand and office seal date aforesaid

Mylinda Johnson Comm.: HH 622730 Expires: Jan. 2, 2029 Notary Public - State of Florid