



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

0525.79

Part 1: Tax Deed Application Information

Applicant Name	IDE	Application date	Jun 30, 2024
Applicant Address	IDE TECHNOLOGIES INC 3641 N.52 AVE HOLLYWOOD, FL 33021		
Property description	RUTHERFORD A JAYE & TERESA MARIE 5 CLOVERLAND CT PENSACOLA, FL 32505 5 CLOVERLAND CT 07-0009-000 LT 5 CLOVERLAND S/D PB 3 P 52 OR 4106 P 580 CA 154	Certificate #	2022 / 2955
		Date certificate issued	06/01/2022

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

Column 1 Certificate Number	Column 2 Date of Certificate Sale	Column 3 Face Amount of Certificate	Column 4 Interest	Column 5: Total (Column 3 + Column 4)
# 2022/2955	06/01/2022	257.88	42.55	300.43
→ Part 2: Total*				300.43

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

Column 1 Certificate Number	Column 2 Date of Other Certificate Sale	Column 3 Face Amount of Other Certificate	Column 4 Tax Collector's Fee	Column 5 Interest	Total (Column 3 + Column 4 + Column 5)
# 2023/2953	06/01/2023	260.73	6.25	15.64	282.62
Part 3: Total*					282.62

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

1. Cost of all certificates in applicant's possession and other certificates redeemed by applicant (*Total of Parts 2 + 3 above)	583.05
2. Delinquent taxes paid by the applicant	0.00
3. Current taxes paid by the applicant	0.00
4. Property information report fee	200.00
5. Tax deed application fee	175.00
6. Interest accrued by tax collector under s.197.542, F.S. (see Tax Collector Instructions, page 2)	0.00
7. Total Paid (Lines 1-6)	958.05

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

Sign here:

Signature, Tax Collector, or Designee

Escambia, Florida

Date August 15th, 2024

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

46.25

Part 5: Clerk of Court Certified Amounts (Lines 8-14)	
8. Processing tax deed fee	
9. Certified or registered mail charge	
10. Clerk of Court advertising, notice for newspaper, and electronic auction fees	
11. Recording fee for certificate of notice	
12. Sheriff's fees	
13. Interest (see Clerk of Court Instructions, page 2)	
14. Total Paid (Lines 8-13)	
15. Plus one-half of the assessed value of homestead property, if applicable under s. 197.502(6)(c), F.S.	14,583
16. Statutory opening bid (total of Lines 7, 14, 15, and 16 if applicable)	
Sign here: _____ Date of sale <u>05/07/2025</u> Signature, Clerk of Court or Designee	

INSTRUCTIONS

Tax Collector (complete Parts 1-4)

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

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

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

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

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

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

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

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

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

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

Clerk of Court (complete Part 5)

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

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

APPLICATION FOR TAX DEED

Section 197.502, Florida Statutes

512
R. 12/16

Application Number: 2400915

To: Tax Collector of ESCAMBA COUNTY, Florida

I,
IDE
IDE TECHNOLOGIES INC
3641 N.52 AVE
HOLLYWOOD, FL 33021,

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

Account Number	Certificate No.	Date	Legal Description
07-0009-000	2022/2955	06-01-2022	LT 5 CLOVERLAND S/D PB 3 P 52 OR 4106 P 580 CA 154

I agree to:

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

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

Electronic signature on file
IDE
IDE TECHNOLOGIES INC
3641 N.52 AVE
HOLLYWOOD, FL 33021

06-30-2024
Application Date

Applicant's signature



Chris Jones Escambia County Property Appraiser

Real Estate Search

Tangible Property Search

Sale List

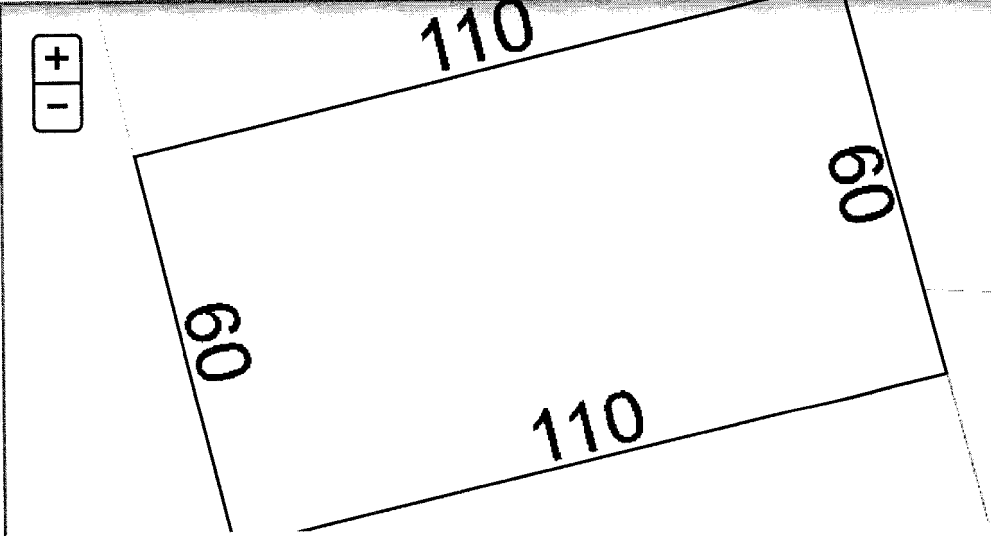


[Back](#)

← Nav. Mode ☒ Account ☐ Parcel ID →

[Printer Friendly Version](#)

General Information		Assessments				
Parcel ID:	342S300011000005	Year	Land	Imprv	Total	Cap Val
Account:	070009000	2024	\$15,000	\$42,840	\$57,840	\$30,042
Owners:	RUTHERFORD A JAYE & TERESA MARIE	2023	\$15,000	\$40,568	\$55,568	\$29,167
Mail:	5 CLOVERLAND CT PENSACOLA, FL 32505	2022	\$10,000	\$36,232	\$46,232	\$28,318
Situs:	5 CLOVERLAND CT 32505	Disclaimer				
Use Code:	SINGLE FAMILY RESID	Tax Estimator				
Taxing Authority:	COUNTY MSTU	File for Exemption(s) Online				
Tax Inquiry:	Open Tax Inquiry Window	Report Storm Damage				
Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector						

Sales Data Type List:						2024 Certified Roll Exemptions	
Sale Date	Book	Page	Value	Type	Official Records (New Window)	HOMESTEAD EXEMPTION	
02/1997	4106	580	\$28,500	WD		Legal Description	
11/1991	3083	722	\$11,100	WD		LT 5 CLOVERLAND S/D PB 3 P 52 OR 4106 P 580 CA 154	
12/1987	2492	599	\$23,000	WD		Extra Features	
06/1987	2419	299	\$23,600	WD		FRAME BUILDING	
Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller							

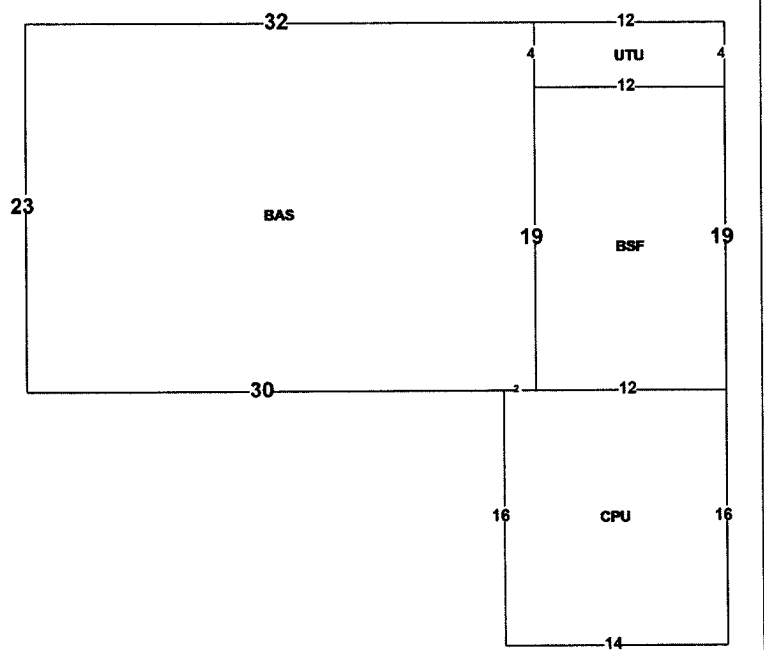
Parcel Information		Launch Interactive Map	
Section Map Id: CA154	<div><div>+</div><div>-</div></div> 		
Approx. Acreage: 0.1465			
Zoned:  HDMU			
Evacuation & Flood Information Open Report			
			
View Florida Department of Environmental Protection(DEP) Data			
Buildings			
Address: 5 CLOVERLAND CT, Year Built: 1954, Effective Year: 1954, PA Building ID#: 81733			

Structural Elements

DECOR/MILLWORK-AVERAGE
DWELLING UNITS-1
EXTERIOR WALL-VINYL SIDING
FLOOR COVER-ASPHALT TILE
FOUNDATION-SLAB ON GRADE
HEAT/AIR-WALL/FLOOR FURN
INTERIOR WALL-PLASTER DIRECT
NO. PLUMBING FIXTURES-3
NO. STORIES-1
ROOF COVER-BLT UP ON WOOD
ROOF FRAMING-FLAT/SHED
STORY HEIGHT-0
STRUCTURAL FRAME-MASONRY PIL/STL

Areas - 1236 Total SF

BASE AREA - 736
BASE SEMI FIN - 228
CARPORT UNF - 224
UTILITY UNF - 48



Images



10/24/2023 12:00:00 AM

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

Last Updated:08/20/2024 (tc.S368)

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



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

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

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

PAM CHILDERS, CLERK OF THE CIRCUIT COURT
Tax Certificate Redeemed From Sale
Account: 070009000 Certificate Number: 002955 of 2022

Payor: A J RUTHERFORD 5 CLOVERLAND CT PENSACOLA, FL 32505 Date 1/30/2025

Clerk's Check #	1	Clerk's Total	\$531.24
Tax Collector Check #	1	Tax Collector's Total	\$1,122.38
		Postage	\$100.00
		Researcher Copies	\$0.00
		Recording	\$10.00
		Prep Fee	\$7.00
		Total Received	\$1,770.62

\$1,248.78
\$1,265.78

PAM CHILDERS
 Clerk of the Circuit Court

Received By:
 Deputy Clerk

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

PAM CHILDERS
 CLERK OF THE CIRCUIT COURT
 ARCHIVES AND RECORDS
 CHILDSUPPORT
 CIRCUIT CIVIL
 CIRCUIT CRIMINAL
 COUNTY CIVIL
 COUNTY CRIMINAL
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**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 002955

Redeemed Date 1/30/2025

Name A J RUTHERFORD 5 CLOVERLAND CT PENSACOLA, FL 32505

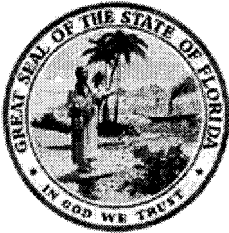
Clerk's Total = TAXDEED	\$531.24	\$1,248.78
Due Tax Collector = TAXDEED	\$1,122.38	
Postage = TD2	\$100.00	
ResearcherCopies = TD6	\$0.00	
Release TDA Notice (Recording) = RECORD2	\$10.00	
Release TDA Notice (Prep Fee) = TD4	\$7.00	

• For Office Use Only

Date	Docket	Desc	Amount Owed	Amount Due	Payee Name
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FINANCIAL SUMMARY

No Information Available - See Dockets




PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

Tax Deed - Redemption Calculator

Account: 070009000 Certificate Number: 002955 of 2022

Redemption ☐ No ☒ Application Date Interest Rate

	Final Redemption Payment ESTIMATED	Redemption Overpayment ACTUAL
	Auction Date <input type="text" value="5/7/2025"/>	Redemption Date <input type="text" value="1/30/2025"/> 
Months	11	7
Tax Collector	<input type="text" value="\$958.05"/>	<input type="text" value="\$958.05"/>
Tax Collector Interest	\$158.08	\$100.60
Tax Collector Fee	<input type="text" value="\$6.25"/>	<input type="text" value="\$6.25"/>
Total Tax Collector	\$1,122.38	<input type="text" value="\$1,064.90"/> TC
Record TDA Notice	<input type="text" value="\$17.00"/>	<input type="text" value="\$17.00"/>
Clerk Fee	<input type="text" value="\$119.00"/>	<input type="text" value="\$119.00"/>
Sheriff Fee	<input type="text" value="\$120.00"/>	<input type="text" value="\$120.00"/>
Legal Advertisement	<input type="text" value="\$200.00"/>	<input type="text" value="\$200.00"/>
App. Fee Interest	\$75.24	\$47.88
Total Clerk	\$531.24	<input type="text" value="\$503.88"/> CH
Release TDA Notice (Recording)	<input type="text" value="\$10.00"/>	<input type="text" value="\$10.00"/>
Release TDA Notice (Prep Fee)	<input type="text" value="\$7.00"/>	<input type="text" value="\$7.00"/>
Postage	<input type="text" value="\$100.00"/>	<input type="text" value="\$0.00"/>
Researcher Copies	<input type="text" value="\$0.00"/>	<input type="text" value="\$0.00"/>
Total Redemption Amount	\$1,770.62	\$1,585.78
	Repayment Overpayment Refund Amount	\$184.84
Book/Page	<input type="text" value="9191"/>	<input type="text" value="1509"/>



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

THE ATTACHED REPORT IS ISSUED TO:

SCOTT LUNSFORD, ESCAMBIA COUNTY TAX COLLECTOR

TAX ACCOUNT #: 07-0009-000 CERTIFICATE #: 2022-2995

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

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

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

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

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

Period Searched: January 14, 2005 to and including January 14, 2025 Abstractor: Stacie Wright

BY

Michael A. Campbell,
As President
Dated: January 17, 2025

PROPERTY INFORMATION REPORT
CONTINUATION PAGE

January 17, 2025

Tax Account #: **07-0009-000**

1. The Grantee(s) of the last deed(s) of record is/are: **A. JAYE RUTHERFORD AND TERESA MARIE RUTHERFORD**

By Virtue of Warranty Deed recorded 3/5/1997 in OR 4106/580

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 Leonard C. Wilkerson and Marquita M. Wilkerson recorded 3/5/1997 OR 4106/582**
- b. Lien in favor of Escambia County recorded 10/5/1998 OR 4316/999**
- c. Lien in favor of Escambia County recorded 10/10/1999 OR 4450/1476**

4. Taxes:

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

Tax Account #: 07-0009-000

Assessed Value: \$30,042.00

Exemptions: HOMESTEAD

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

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

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

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

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

CERTIFICATION: TITLE SEARCH FOR TDA

TAX DEED SALE DATE:	<u>MAY 7, 2025</u>
TAX ACCOUNT #:	<u>07-0009-000</u>
CERTIFICATE #:	<u>2022-2995</u>

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

YES	NO	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Notify City of Pensacola, P.O. Box 12910, 32521
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Notify Escambia County, 190 Governmental Center, 32502
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Homestead for <u>2024</u> tax year.

A JAYE RUTHERFORD
TERESA MARIE RUTHERFORD
5 CLOVERLAND COURT
PENSACOLA, FL 32505

LEONARD C. WILKERSON
MARQUITA M. WILKERSON
3013 MULDOON ROAD
PENSACOLA, FL 32526

Certified and delivered to Escambia County Tax Collector, this 17th day of January, 2025.

PERDIDO TITLE & ABSTRACT, INC.



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

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

PROPERTY INFORMATION REPORT

January 17, 2025

Tax Account #:07-0009-000

**LEGAL DESCRIPTION
EXHIBIT "A"**

LT 5 CLOVERLAND S/D PB 3 P 52 OR 4106 P 580 CA 154

SECTION 34, TOWNSHIP 2 S, RANGE 30 W

TAX ACCOUNT NUMBER 07-0009-000 (0525-79)

This Warranty Deed

Made this **28th** day of **February** A.D. 19 **97**
by **Leonard C. Wilkerson and Marquita M. Wilkerson, husband and wife**

OR BK 4106 PG0580
Escambia County, Florida
INSTRUMENT 97-367404

hereinafter called the grantor, to
A. Jaye Rutherford and Teresa Marie Rutherford, husband and wife

whose post office address is:
5 Cloverland Court
Pensacola, Florida 32505
Grantees' SSN: 262-37-2886
536-84-7637

DEED DOC STAMPS PD @ ESC CO \$ 199.50
03/05/97 ERNIE LEE MAGANA, CLERK
By: *[Signature]*

hereinafter called the grantee:

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

Witnesseth, that the grantor, for and in consideration of the sum of \$ **10.00** and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in **Escambia** County, Florida, viz:

Lot Five (5), Cloverland, a subdivision of a portion of Section 34, Township 2 South, Range 30 West, Escambia County, Florida, according to plat filed in Plat Book 3 at Page 52 of the records of Escambia County, Florida.

SUBJECT TO covenants, restrictions, easements of record and taxes for the current year.

Parcel Identification Number: 34-28-30-0011-000-005

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining. To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 19 96

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

Signed, sealed and delivered in our presence:

Name: *[Signature]*
Marilyn Unger

Name & Address: *[Signature]*
Leonard C. Wilkerson LS

Name: *[Signature]*
Jeanne M. Joyce

Name & Address: *[Signature]*
Marquita M. Wilkerson LS

Name: _____

3013 Muldoon Road
Pensacola, Florida 32526 LS

Name: _____

Name & Address: _____ LS

State of **Florida**
County of **Escambia**

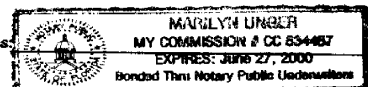
The foregoing instrument was acknowledged before me this **28th** day of **February**, 19 **97**, by **Leonard C. Wilkerson and Marquita M. Wilkerson, husband and wife**

who is personally known to me or who has produced a current driver's license as identification.

Return to
Lawyers Title Agency, Inc.
North Florida, Inc.
P.O. Box 12027
Pensacola, FL 32504

THIS INSTRUMENT PREPARED BY:
Marilyn Unger, an employee of
Lawyers Title Agency of North Florida, Inc.
2100 Creighton Road
Pensacola, Florida 32504
File No: 3A-51970

Print Name:
Notary Public
My Commission Expires: _____



WD-1
5/93

OR BK 4106 PG0581
Escambia County, Florida
INSTRUMENT 97-367404

RESIDENTIAL SALES ABUTTING ROADWAY MAINTENANCE DISCLOSURE

ATTENTION: Pursuant to Escambia County Code of Ordinances Chapter 1-29.2, Article V, sellers of residential lots are required to disclose to buyers whether abutting roadways will be maintained by Escambia County. The disclosure must additionally provide that Escambia County does not accept roads for maintenance that have not been built or improved to meet county standards. Escambia County Code of Ordinances Chapter 1-29.2, Article V requires this disclosure be attached along with other attachments to the deed or other method of conveyance required to be made part of the public records of Escambia County, Florida. Note: Acceptance for filing by County employees of this disclosure shall in no way be construed as an acknowledgment by the County of the veracity of any disclosure statement.


Name of Roadway: 5 Cloverland Court

Legal Address of Property: 5 Cloverland Court

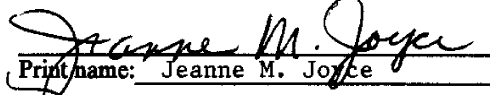
The County (X) has accepted () has not accepted the abutting roadway for maintenance.

This form completed by: Leonard C. Wilkerson
3013 Muldoon Road
Pensacola, Florida 32526

WITNESSES AS TO SELLER(S):


Print name: Marilyn Unger


Leonard C. Wilkerson

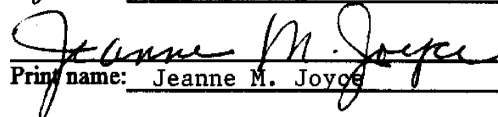

Print name: Jeanne M. Joyce


Marquita M. Wilkerson

WITNESSES AS TO BUYER(S):


Print name: Marilyn Unger


A. Jaye Rutherford


Print name: Jeanne M. Joyce


Teresa Marie Rutherford

This form approved by the
Escambia County Board of
County Commissioners
Effective: 4/15/95

RCD Mar 05, 1997 01:56 pm
Escambia County, Florida

Ernie Lee Magaha
Clerk of the Circuit Court
INSTRUMENT 97-367404

1508/08/55
96.25
14625

OR BK 4106 P60582
Escambia County, Florida
INSTRUMENT 97-367405

Mortgage Deed

Executed the 28th day of February
A.D. 19 97 by
**A. Jaye Rutherford and Teresa Marie
Rutherford, husband and wife**

MTG DOC STAMPS PD @ ESC CO \$ 96.25
03/05/97 ERNIE LEE MAGNIA, CLERK

By: *J. Knight*

INTANGIBLE TAX PD @ ESC CO \$ 55.00
03/05/97 ERNIE LEE MAGNIA, CLERK

By: *J. Knight*

hereinafter called the mortgagor, to
**Leonard C. Wilkerson and Marquita M.
Wilkerson, husband and wife**

hereinafter called the mortgagee:

Witnesseth, that for good and valuable considerations, and also in consideration of the aggregate sum named in the promissory note of even date herewith, hereinafter described, the mortgagor hereby grants, bargains, sells, aliens, remises, conveys and confirms unto the mortgagee all the certain land of which the mortgagor is now seized and in possession situate in **Escambia** County, Florida, viz:
Lot Five (5), Cloverland, a subdivision of a portion of Section 34, Township 2 South, Range 30 West, Escambia County, Florida, according to plat filed in Plat Book 3 at Page 52 of the records of Escambia County, Florida.

Prepared by and return to: **Marilyn Unger
Lawyers Title Agency of North Florida, Inc.
2100 Creighton Road
Pensacola, Florida 32504
3A-51970**

*ASL
CML*

OR BK 4106 PG0583
Escambia County, Florida
INSTRUMENT 97-367405

To Have and to Hold the same, together with the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues and profits thereof, unto the mortgagee, in fee simple.

And the mortgagor covenants with the mortgagee that the mortgagor is indefeasibly seized of said land in fee simple; that the mortgagor has good right and lawful authority to convey said land as aforesaid; that the mortgagor will make such further assurances to perfect the fee simple title to said land in the mortgagee as may reasonably be required; that the mortgagor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free and clear of all encumbrances

Provided Always, that if said mortgagor shall pay unto said mortgagee the certain promissory note hereinafter substantially copied or identified, to-wit:

File No.: 3A-51970

MORTGAGE NOTE

\$ 27,500.00

February 28, 19 97

For value received, the undersigned jointly and severally, promise to pay to the order of
Leonard C. Wilkerson and Marquita M. Wilkerson, husband and wife

the principal sum of **Twenty Seven Thousand Five Hundred Dollars & No/100** Dollars
(\$ 27,500.00) with interest thereon at the rate of **10** per centum per annum from date until
maturity, said interest being payable **as set forth below**,
both principal and interest being payable in lawful money of the United States of America at

**3013 Muldoon Road
Pensacola, Florida 32526**

or at such other address as the holder from time to time may specify by written notice to the maker, said principal and interest to be paid on the date and in the manner following:

In equal monthly installments of \$290.00 commencing on April 1, 1997 and continuing on the first day of each month thereafter until the principal sum of \$27,500.00 and the interest accrued thereon has been paid. Said installment when so paid shall be applied first to the interest then accrued and the balance thereof to the reduction of the principal hereof.

Privilege is reserved to prepay, at any time, all or any parts of indebtedness due hereunder without premium or fee.

This note is to be construed and enforced according to the laws of the State of Florida, and is secured by mortgage on real estate of even date herewith.

If default be made in the payment of any of said sums or interest or in the performance of any agreements contained herein or in the said mortgage, and if such default is not made good within **5** days, then, at the option of the holder of the same, the principal sum then remaining unpaid with accrued interest shall immediately become due and collectible without notice, time being the essence of this contract, and said principal sum and said accrued interest shall both bear interest at the maximum rate per annum allowed by law, from such time until paid.

Each maker and endorser waives presentment, protest, notice of protest and notice of dishonor and agrees to pay all costs, including a reasonable attorney's fee, whether suit be brought or not, if counsel shall after maturity of this note or default hereunder or under said mortgage, be employed to collect this note or to protect the security thereof.


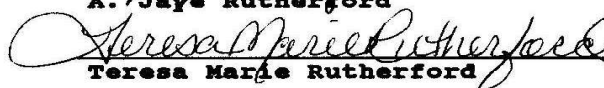
Documentary Tax has been paid and proper stamps have been affixed to the Mortgage.

Maker's Address

5 Cloverland Court

Pensacola, Florida 32505

Form No.: PTS-MTG107W


A. Jaye Rutherford (Seal)

Teresa Marie Rutherford (Seal)

(Seal)

(Seal)

OR BK 4106 P60584
Escambia County, Florida
INSTRUMENT 97-367405

and shall perform, comply with and abide by each and every the agreements, stipulations, conditions and covenants thereof, and of this mortgage, then this mortgage and the estate hereby created, shall cease, determine and be null and void.

And the mortgagor hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said note and this mortgage, or either; to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on said property; to permit, commit or suffer no waste, impairment or deterioration of said land or the improvements thereon at any time; to keep the buildings now or hereafter on said land fully insured in a sum of not less than

Full insurable value

in a company or companies acceptable to the mortgagee, the policy or policies to be held by, and payable to, said mortgagee, and in the event any sum of money becomes payable by virtue of such insurance the mortgagee shall have the right to receive and apply the same to the indebtedness hereby secured, accounting to the mortgagor for any surplus; to pay all costs, charges, and expenses, including lawyer's fees and title searches, reasonably incurred or paid by the mortgagee because of the failure of the mortgagor to promptly and fully comply with the agreements, stipulations, conditions and covenants of said note and this mortgage, or either; to perform, comply with and abide by each and every the agreements, stipulation, conditions and covenants set forth in said note and this mortgage or either. In the event the mortgagor fails to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of said note and this mortgage, or either, the mortgagee may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from date thereof at the highest lawful rate then allowed by the laws of the State of Florida.

If any sum of money herein referred to be not promptly paid within **5** days next after the same becomes due, or if each and every the agreements, stipulations, conditions and covenants of said note and this mortgage, or either, are not fully performed, complied with and abided by, then the entire sum mentioned in said note, and this mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the mortgagee, become and be due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the mortgagee to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this mortgage accrued or thereafter accruing.

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

Signed, sealed and delivered in the presence of:

Name: Marilyn Unger Name & Address: A. Jaye Rutherford LS

Name: Jeanne M. Joyce Name & Address: Teresa Marie Rutherford LS

Name: _____ Name & Address: _____ LS

RCD Mar 05, 1997 01:56 pm
Escambia County, Florida

Name: _____ Name & Address: _____ LS

STATE OF **Florida**
COUNTY OF **Escambia**

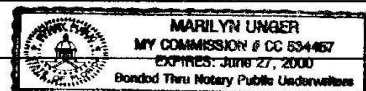
Ernie Lee Magaha
Clerk of the Circuit Court
INSTRUMENT 97-367405

The foregoing instrument was acknowledged before me this **28th** day of **February**, 19 **97**, by **A. Jaye Rutherford and Teresa Marie Rutherford, husband and wife**

~~who is personally known to me or who has produced~~ **current driver's license**

as identification.

Print Name: _____
Notary Public
My Commission Expires: _____



OR BK 4316 P60999
Escambia County, Florida
INSTRUMENT 98-531380

RCD Oct 05, 1998 01:45 pm
Escambia County, Florida

NOTICE OF LIEN

STATE OF FLORIDA
COUNTY OF ESCAMBIA

Ernie Lee Magaha
Clerk of the Circuit Court
INSTRUMENT 98-531380

FIRE PROTECTION MUNICIPAL SERVICE BENEFIT UNIT (MSBU)

Re: RUTHERFORD A JAYE &
RUTHERFORD TERESA
5 CLOVERLAND CT
PENSACOLA FL 32505

ACCT.NO. 07 0009 000 000

AMOUNT \$70.40

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:

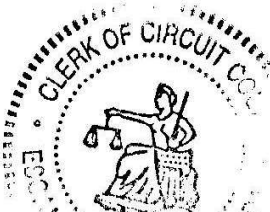
LOT 5 CLOVERLAND S/D
PB 3 P 52 OR 1728 P 545
CA 154 OR 4106 P 580

PROP.NO. 34 2S 30 0011 000 005

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 \$70.40. 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.

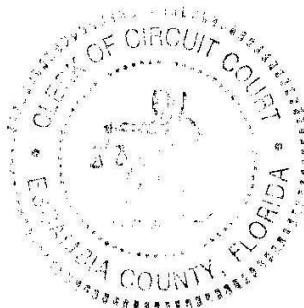
Date: 09/04/1998



Ernie Lee Magaha
Clerk of the Circuit Court

by: *Georgianne B. Donnelly*
Deputy Clerk

Ernie Lee Magaha
Clerk of the Circuit Court
by: *Wanda M. McBrearty*
Deputy Finance Director



OR BK 4450 PG 1476
Escambia County, Florida
INSTRUMENT 99-642063

RCD Aug 10, 1999 07:48 am
Escambia County, Florida

NOTICE OF LIEN

STATE OF FLORIDA
COUNTY OF ESCAMBIA

Ernie Lee Magaha
Clerk of the Circuit Court
INSTRUMENT 99-642063

FIRE PROTECTION MUNICIPAL SERVICE BENEFIT UNIT (MSBU)

Re: RUTHERFORD A JAYE &
TERESA MARIE
5 CLOVERLAND CT
PENSACOLA FL 32505

ACCT.NO. 07 0009 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:

LT 5
CLOVERLAND S/D PB 3 P 52
OR 4106 P 580
CA 154

PROP.NO. 34 2S 30 0011 000 005

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 thereof may be accomplished by any other method authorized by law.

Date: 05/24/1999



Ernie Lee Magaha
Clerk of the Circuit Court
Wanda M. McBrearty
Wanda M. McBrearty
Deputy Finance Director

Ernie Lee Magaha
Clerk of the Circuit Court
by *Guaranne B. Donnelly*
Deputy Clerk

