

# **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

1024-40



Part 1: Tax Deed	Application Infor	nation						
Applicant Name Applicant Address				Applic	ation date	Apr 11, 2024		
Property description	BAKER THERESA A 216 DOGWOOD DR	₹			Certifi	cate#	2022 / 3030	
	PENSACOLA, FL 216 DOGWOOD DF 07-0597-000 BEG AT NW COR 0	R DF LT 38 S			Date	certificate issued	06/01/2022	
	315 FT SLY 105 FT PART OF L (Full leg			5 FT TO BEG				
Part 2: Certificat	es Owned by App	licant an	d Filed wi	th Tax Deed	Applic	ation		
Column 1 Certificate Number	Columi	n 2	Co	olumn 3 unt of Certificate		Column 4 Interest	Column 5: Total (Column 3 + Column 4)	
# 2022/3030	06/01/2	022		330.96		16.55	347.5	
		_			-	→Part 2: Total*	347.5	
Part 3: Other Ce	rtificates Redeem	ed by Ap	plicant (O	ther than Co	unty)			
Column 1 Certificate Number	Column 2 Date of Other Certificate Sale	Face A	umn 3 Amount of Certificate	Column 4 Tax Collector's	Fee	Column 5 Interest	Total (Column 3 + Column 4 + Column 5)	
# 2023/3028	06/01/2023		622.41		6.25	39.94	668.6	
		·l-···	·		<del></del>	Part 3: Total*	668.6	
Part 4: Tax Coll	ector Certified Am	nounts (L	ines 1-7)					
	tificates in applicant's			r certificates red (*	deeme	d by applicant f Parts 2 + 3 above	1,016.1	
2. Delinquent tax	ces paid by the applic	ant					0.0	
Current taxes paid by the applicant				494.9				
4. Property information report fee			200.0					
5. Tax deed app	lication fee						175.0	
6. Interest accru	ed by tax collector un	der s.197.	542, F.S. (s	see Tax Collecto	or Instr	uctions, page 2)	0.0	
7.					To	tal Paid (Lines 1-6)	1,886.0	
	information is true and that the property in				y infor	mation report fee, a	nd tax collector's fees	
Sign here:	ice de	مع				Escambia, Florido Date <u>April 22nd,</u>		
Sigi	nature, Tax Collector or Des	signee						

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

	4		7.11
Par	t 5: Clerk of Court Certified Amounts (Lines 8-14)	and publication of the same of	
8.	Processing tax deed fee		
9.	Certified or registered mail charge		
10.	Clerk of Court advertising, notice for newspaper, and electronic a	nuction 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 ap F.S.	plicable under s. 197.502(6)(c),	33,736.50
16.	Statutory opening bid (total of Lines 7, 14, 15, and 16 if applicable	le)	
Sign	here: Signature, Clerk of Court or Designee	Date of sale10/02/2024	

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.

BEG AT NW COR OF LT 38 S 105 FT FOR BEG ELY 315 FT SLY 105 FT WLY 315 FT NLY 105 FT TO BEG PART OF LT 38 PLAT DB 128 P 575 OR 6587 P 1044 OR 6604 P 34 CA 155

### 512 R. 12/16

## **APPLICATION FOR TAX DEED**

Section 197.502, Florida Statutes

To: Tax Collector of ESCAMBIA COUNTY , Florida

Application Number: 2400152

I,			
', ASSEMBLY TAX 36, LLC ASSEMBLY TAX 36 LLC FBO SEC PO BOX 12225 NEWARK, NJ 07101-3411,	PTY		
,	nereby surrender the sa	ame to the Tax	Collector and make tax deed application thereon
Account Number	Certificate No.	Date	Legal Description
07-0597-000	2022/3030	06-01-2022	BEG AT NW COR OF LT 38 S 105 FT FOR BEG ELY 315 FT SLY 105 FT WLY 315 FT NLY 105 FT TO BEG PART OF LT 38 PLAT DB 128 P 575 OR 6587 P 1044 OR 6604 P 34 CA 155
Sheriff's costs, if applica	tax certificates plus into omitted taxes, plus inte ees, property information ble.	rest covering th	'
which are in my possession.	on whom and applicat		an other certificates of the same legal description
Electronic signature on file ASSEMBLY TAX 36, LLC ASSEMBLY TAX 36 LLC FBO S PO BOX 12225 NEWARK, NJ 07101-3411	SEC PTY		04.44.000.6
A = 11 41	:		<u>04-11-2024</u> Application Date
Applicant's s	signature		

**Real Estate Search** 

**Tangible Property Search** 

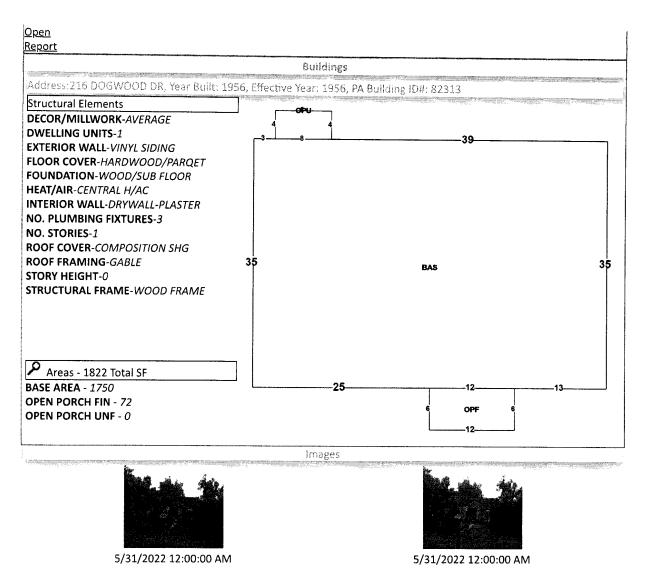
Sale List

Back

Nav. Mode Account OParcel ID Printer Friendly Version General Information Assessments Parcel ID: 3425300380006038 Year Land **Imprv** Total Cap Val Account: 070597000 2023 \$106,298 \$16,024 \$122,322 \$67,473 Owners: **BAKER THERESA A** 2022 \$16,024 \$100,006 \$116,030 \$65,508 Mail: 216 DOGWOOD DR 2021 \$16,024 \$79,599 \$95,623 \$63,600 PENSACOLA, FL 32505 Situs: 216 DOGWOOD DR 32505 Disclaimer SINGLE FAMILY RESID A Use Code: **Tax Estimator** Taxing **COUNTY MSTU** Authority: File for Exemption(s) Online Tax Inquiry: **Open Tax Inquiry Window** Tax Inquiry link courtesy of Scott Lunsford **Report Storm Damage** Escambia County Tax Collector Sales Data 2023 Certified Roll Exemptions Official Records HOMESTEAD EXEMPTION, TOTAL & PERMANENT Sale Date Type Book Page Value (New Window) Legal Description 06/17/2010 6604 34 \$100 SC L۵ BEG AT NW COR OF LT 38 S 105 FT FOR BEG ELY 315 FT SLY Cò 05/05/2010 6587 1044 \$25,000 SC 105 FT WLY 315 FT NLY 105 FT TO BEG PART OF LT 38 PLAT 06/1991 3025 500 \$32,200 WD DB 128... 🔑 04/1990 \$40,300 CT 2839 226 12/1987 2490 956 \$52,000 WD Extra Features Official Records Inquiry courtesy of Pam Childers CARPORT Escambia County Clerk of the Circuit Court and FRAME GARAGE Comptroller Parcel Information Launch Interactive Map Section Map Id: CA155 Approx. Acreage: 0.8012 Zoned: P номи HDMU HDMU номи 315 HDMU HDMU HDMU Evacuation & Flood

View Florida Department of Environmental Protection(DEP) Data

Information



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:04/24/2024 (tc.7611)

Pam Childers CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY FLORIDA INST# 2024031205 4/26/2024 11:41 AM OFF REC BK: 9137 PG: 713 Doc Type: TDN

# NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That ASSEMBLY TAX 36 LLC holder of Tax Certificate No. 03030, issued the 1st day of June, A.D., 2022 has filed same in my office and has made application for a tax deed to be issued thereon. Said certificate embraces the following described property in the County of Escambia, State of Florida, to wit:

BEG AT NW COR OF LT 38 S 105 FT FOR BEG ELY 315 FT SLY 105 FT WLY 315 FT NLY 105 FT TO BEG PART OF LT 38 PLAT DB 128 P 575 OR 6587 P 1044 OR 6604 P 34 CA 155

SECTION 34, TOWNSHIP 2 S, RANGE 30 W

TAX ACCOUNT NUMBER 070597000 (1024-40)

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

#### THERESA A BAKER

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 October, which is the 2nd day of October 2024.

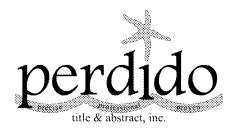
Dated this 26th day of April 2024.

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

COUNT TUBE

PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

By: Emily Hogg Deputy Clerk



### PROPERTY INFORMATION REPORT

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

THE ATTACHED RE	PORT IS ISSUED TO:			
SCOTT LUNSFORD,	ESCAMBIA COUNTY TA	X COLLECTOR		
TAX ACCOUNT #:	07-0597-000	_ CERTIFICATE #: _	2022-3	030
REPORT IS LIMITED	T TITLE INSURANCE. TH TO THE PERSON(S) EXPORT AS THE RECIPIENT(	RESSLY IDENTIFIED	BY NAME IN TH	IE PROPERTY
listing of the owner(s) tax information and a lieucumbrances recorded title to said land as listed	epared in accordance with the of record of the land describe isting and copies of all opend in the Official Record Booked on page 2 herein. It is the If a copy of any document li	ed herein together with co or unsatisfied leases, mo ks of Escambia County, I responsibility of the part	urrent and delinqu rtgages, judgment Florida that appear ty named above to	ent ad valorem s and to encumber the verify receipt of
and mineral or any sub	t to: Current year taxes; taxes surface rights of any kind or os, boundary line disputes, and the premises.	nature; easements, restric	ctions and covena	nts of record;
	asure or guarantee the validit ance policy, an opinion of tit			
Use of the term "Repor	rt" herein refers to the Prope	rty Information Report ar	nd the documents	attached hereto.
Period Searched:	June 5, 2004 to and inclu	ding June 5, 2024	Abstractor:	Pam Alvarez

BY

Michael A. Campbell, As President

Malphel

Dated: June 12, 2024

### PROPERTY INFORMATION REPORT

**CONTINUATION PAGE** 

June 12, 2024

Tax Account #: 07-0597-000

1. The Grantee(s) of the last deed(s) of record is/are: THERESA A BAKER, CONTRACT AND DAN A MATTSON, FEE SIMPLE

By Virtue of Contract for Deed recorded 5/4/2010 in OR 6587/1044, Corrective Contract for Deed recorded 6/17/2010 in OR 6604/34 and Special Warranty Deed recorded 7/1/1991 in OR 3025/500

- 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. Notice of Lien in favor of Emerald Coast Utilities Authority recorded 10/29/2013 OR 7094/854
  - b. Notice of Lien in favor of Emerald Coast Utilities Authority recorded 11/12/2014 OR 7257/210
  - c. Code Enforcement Order in favor of Escambia County recorded 6/9/2017 OR 7726/1227 together with Amended Order recorded 11/22/2022 OR 8893/1674 and Cost Order recorded 1/11/2024 OR 9090/106
- 4. Taxes:

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

Tax Account #: 07-0597-000 Assessed Value: \$67,473.00

**Exemptions: HOMESTEAD, TOTAL & PERMANENT** 

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:	OCT 2, 2024		
TAX ACCOUNT #:	07-0597-000		
CERTIFICATE #:	2022-3030		
In compliance with Section 197.522, Florida Statutes those persons, firms, and/or agencies having legal interpretey. The above-referenced tax sale certificate is sale.	terest in or claim against the above-described		
YES NO  ☐ ☐ Notify City of Pensacola, P.O. Box 129 ☐ Notify Escambia County, 190 Governm ☐ Homestead for 2023 tax year.			
THERESA A BAKER AND DAN A MATTSON	THERESA A BAKER		
216 DOGWOOD DR	2065 TOMLINSON ROAD		
PENSACOLA, FL 32505 PENSACOLA, FL 32526			

EMERALD COAST UTILITIES AUTHORITY 9255 STURDEVANT STREET PENSACOLA, FL 32514-0311

DAN A MATTSON PO BOX 36054 PENSACOLA, FL 32516-6054

ESCAMBIA COUNTY CODE ENFORCEMENT 3363 W PARK PL PENSACOLA, FL 32505

Certified and delivered to Escambia County Tax Collector, this 12<sup>th</sup> day of June, 2024.

PERDIDO TITLE & ABSTRACT, INC.

Milalphel

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

June 12, 2024 Tax Account #:07-0597-000

# LEGAL DESCRIPTION EXHIBIT "A"

BEG AT NW COR OF LT 38 S 105 FT FOR BEG ELY 315 FT SLY 105 FT WLY 315 FT NLY 105 FT TO BEG PART OF LT 38 PLAT DB 128 P 575 OR 6587 P 1044 OR 6604 P 34 CA 155

**SECTION 34, TOWNSHIP 2 S, RANGE 30 W** 

TAX ACCOUNT NUMBER 07-0597-000(1024-40)

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

Recorded in Public Records 05/04/2010 at 11:50 AM OR Book 6587 Page 1044, Instrument #2010027978, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording \$103.50 Deed Stamps \$175.00 MTG Stamps \$87.50 Int. Tax \$50.00

### CONTRACT FOR DEED

THIS DAY this agreement is entered into by and between <u>DAN A. MATTSON</u>, hereinafter referred to as "SELLER", whether one or more, and <u>THERESA A. BAKER</u>, hereinafter referred to as "PURCHASER", whether one or more, on the terms and conditions and for the purposes hereinafter set forth:

### 1. SALE OF PROPERTY

For and in consideration of <u>TWENTY FIVE THOUSAND</u> Dollars (\$25,000) and other good and valuable considerations the receipt and sufficiency of which is hereby acknowledged, Seller does hereby agree to convey, sell, assign, transfer and set over unto Purchaser, the following property situated in <u>ESCAMBIA</u> County, State of <u>FLORIDA</u>, said property at <u>216 Dogwood Drive Pensacola</u> 32507 being described as follows:

BEG AT NW COR OF LT 38 S 105 FT FOR BEG ELY 315 FT SLY 105 FT WLY 315 FT NLY 105 FT TO BEG PART OF LT 38 PLAT DB 128 P 575 OR 3025 P 500 CA 155.

SUBJECT TO all recorded easements, rights-of-way, conditions, encumbrances and limitations and to all applicable building and use restrictions, zoning laws and ordinances, if any, affecting the property.

RECORDED AS RECEIVED

Prepared by:
Theresa Baker
2015 Tomlinson Rd
Pensacola, Fl 3252le

# 2. PURCHASE PRICE AND TERMS

The purchase price of the property shall be \$25,000. The purchaser does hereby agree to pay to the order of the Seller the sum of <u>TWENTY FIVE THOUSAND</u> Dollars (\$25,000) upon execution of this agreement, with the balance of \$25,000 being due and payable as follows:

Balance payable, together with interest on the whole sum that shall be from time to time unpaid at the rate of 5% per cent, per annum, payable in the amount of \$265.16 dollars per month beginning on the  $3^{rd}$  day of JUNE, 2010 and continuing on the same day of each month thereafter until fully paid.

If interest is charged, interest shall be computed monthly and deducted from payment and the balance of payment shall be applied on principal.

### 3. TIME OF THE ESSENCE

Time is of the essence in the performance of each and every term and provision in this agreement by Purchaser.

RECORDED AS RECEIVED

RECORDED AS RECEIVED

4.

### SECURITY

This contract shall stand as security of the payment of the obligations of Purchaser.

# 5. MAINTENANCE OF IMPROVEMENTS

All improvements on the property, including, but not limited to, buildings, trees or other improvements now on the premises, shall be a part of the security for the performance of this contract and shall not be removed therefrom. Purchaser shall not commit, or suffer any other person to commit, any waste or damage to said premises or the appurtenances and shall keep the premises and all improvements in as good condition as they are now.

# 6. CONDITION OF IMPROVEMENTS

Purchaser agrees that the Seller has not made, nor makes any representations or warranties as to the condition of the premises, the condition of the buildings, appurtenances and fixtures locate thereon, and/or the location of the boundaries. Purchaser accepts the property in its "as-is" condition without warranty of any kind.

# 7. POSSESSION OF PROPERTY

Purchaser shall take possession of the property and all improvements thereon upon execution of this contract and shall continue in the peaceful enjoyment of the property so long as all payments due under the terms of this contract are timely made. Purchaser agrees to keep the property in a good state of repair and in the event of termination of this contract, Purchaser agrees to return the property to Seller in substantially the same condition as it now exists, ordinary wear and tear excepted.

# 8. TAXES, INSURANCE AND ASSESSMENTS

Taxes and Assessments: During the term of this contract:

### RECORDED AS RECEIVED

Purchaser shall pay all taxes and assessments levied against the property.

Content Insurance: Purchaser shall be solely responsible for obtaining insurance of the contents, insuring contents owned by Purchaser. Seller shall be solely responsible for obtaining insurance on all contents owned by Seller.

Liability and Hazard Insurance: Liability insurance shall be maintained by Purchaser during the term of this contract naming Seller as an additional insured, in the amount of not less than \$ 50.00.

Fire, Hazard and Windstorm insurance: Fire, hazard and windstorm insurance shall be maintained as follows: (Select one)

(a) Purchaser shall obtain fire, hazard and windstorm insurance in the amount not less than \$\frac{25}{000}\$, on a policy of insurance naming Seller as additional insured.

(b) Seller shall obtain and pay for hazard, fire and windstorm insurance in an amount not

less than \$ \_\_\_\_\_\_. In the event Seller elects this option, Purchaser shall repay the amount so paid by Seller within thirty (30) days of demand for same by Seller.

Should the Purchaser fail to pay any tax or assessment, or installment thereof, when due, or keep said buildings insured, Seller may pay the same and have the buildings insured, and the amounts thus expended shall be a lien on said premises and may be added to the balance then unpaid, or collected by Seller, in the discretion if Seller.

In case of any damage as a result of which said insurance proceeds are available, the Purchaser may, within sixty (60) days of said loss or damage, give to the Seller written notice of Purchaser's election to repair or rebuild the damaged parts of the premises, in which event said insurance proceeds shall be used for such purpose. The balance of said proceeds, if any, which remain after completion of said repairing or rebuilding, or all of said insurance proceeds if the Purchaser elects not to repair or rebuild, shall be applied first toward the satisfaction of any existing defaults under the terms of this contract, and then as a prepayment upon the principal balance owing. No such prepayment shall defer the time for payment of any remaining payments required by said contract. Any surplus of said proceeds in excess of the balance owing hereon shall be paid to the Purchaser.

# RECORDED AS RECEIVED DEFAULT

If the Purchaser shall fail to perform any of the covenants or conditions contained in this contract on or before the date on which the performance is required, the Seller shall give Purchaser notice of default or performance, stating the Purchaser is allowed fourteen (14) days from the date of the Notice to cure the default or performance. In the event the default or failure of performance is not cured within the 14 day time period, then Seller shall have any of the following remedies, in the discretion of Seller:

- (a) give the Purchaser a written notice specifying the failure to cure the default and informing the Purchaser that if the default continues for a period of an additional fifteen (15) days after service of the notice of failure to cure, that without further notice, this contract shall stand cancelled and Seller may regain possession of the property as provided herein; or
- (b) give the Purchaser a written notice specifying the failure to cure the default and informing the Purchaser that if the default continues for a period of an additional fifteen (15) days after service of the notice of failure to cure, that without further notice, the entire principal balance and unpaid interest shall be immediately due and payable and Seller may take appropriate action against Purchaser for collection of same according to the laws of the State of FLORIDA.

In the event of default in any of the terms and conditions or installments due and payable under the terms of this contract and Seller elects 9(a), Seller shall be entitled to immediate possession of the property.

In the event of default and termination of the contract by Seller, Purchaser shall forfeit any and all payments made under the terms of this contract including taxes and assessments as liquidated damages, Seller shall be entitled to recover such other damages as they may be due which are caused by the acts or negligence of Purchaser.

The parties expressly agree that in the event of default not cured by the Purchaser and termination of this agreement, and Purchaser fails to vacate the premises, Seller shall have the right to obtain possession by appropriate court action.

Seller:

# 10. DEED AND EVIDENCE OF TITLE

Upon total payment of the purchase price and any and all late charges, and other amounts due Seller, Seller agrees to deliver to Purchaser a Warranty Deed to the subject property, at Seller's expense, free and clear of any liens or encumbrances other than taxes and assessments for the current year.

RECORDED AS RECEIVED

### 11. NOTICES

All notices required hereunder shall be deemed to have been made when deposited in the U. S. Mail, postage prepaid, certified, return receipt requested, to the Purchaser or Seller at the addresses listed below. All notices required hereunder may be sent to:

DAN A. MATTSON
PO BOX 36054
32516-6054
Purchaser:
THERESA A. BAKER
2065 TOMLINSON ROAD
PENSACOLA FL, 32526

and when mailed, postage prepaid, to said address, shall be binding and conclusively presumed to be served upon said parties respectively.

### 12. ASSIGNMENT OR SALE

Purchaser shall not sell, assign, transfer or convey any interest in the subject property or this agreement, without first securing the written consent of the Seller.

RECORDED AS RECEIVED

# 13. PREPAYMENT

Purchaser to have the right to prepay, without penalty, the whole or any part of the balance remaining unpaid on this contract at any time before the due date.

## 14. <u>ATTORNEY FEES</u>

In the event of default, Purchaser shall pay to Seller, Seller's reasonable and actual attorneys' fees and expenses incurred by Seller in enforcement of any rights of Seller. All attorney fees shall be payable prior to Purchaser's being deemed to have corrected any such default.

# 15. LATE PAYMENT CHARGES

If Purchaser shall fail to pay, within fifteen (15) days after due date, any installment due hereunder, Purchaser shall be required to pay an additional charge of \$25.00. Such charge shall be paid to Seller at the time of payment of the past due installment.

# 16. CONVEYANCE OR MORTGAGE BY SELLER

If the Seller's interest is now or hereafter encumbered by mortgage, the Seller covenants that Seller will meet the payments of principal and interest thereon as they mature and produce evidence thereof to the Purchaser upon demand. In the event the Seller shall default upon any such mortgage or land contract, the Purchaser shall have the right to do the acts or make the payments necessary to cure such default and shall be reimbursed for so doing by receiving, automatically, credit to this contract to apply on the payments due or to become due hereon.

### 17. ENTIRE AGREEMENT

This Agreement embodies and constitutes the entire understanding between the parties with respect to the transactions contemplated herein. All prior or contemporaneous agreements,

understandings, representations, oral or written, are merged into this Agreement.

## 18. <u>AMENDMENT – WAIVERS</u>

This Agreement shall not be modified, or amended except by an instrument in writing signed by all parties.

No delay or failure on the part of any party hereto in exercising any right, power or privilege under this Agreement or under any other documents furnished in connection with or pursuant to this Agreement shall impair any such right, power or privilege or be construed as a waiver of any default or any acquiescence therein. No single or partial exercise of any such right, power or privilege shall preclude the further exercise of such right, power or privilege, or the exercise of any other right, power or privilege. No waiver shall be valid against any party hereto unless made in writing and signed by the party against whom enforcement of such waiver is sought and then only to the extent expressly specified therein.

RECORDED AS RECEIVED

## 19. SEVERABILITY

If any one or more of the provisions contained in this Agreement shall be held illegal or unenforceable by a court, no other provisions shall be affected by this holding. The parties intend that in the event one or more provisions of this agreement are declared invalid or unenforceable, the remaining provisions shall remain enforceable and this agreement shall be interpreted by a Court in favor of survival of all remaining provisions.

## 20. <u>HEADINGS</u>

Section headings contained in this Agreement are inserted for convenience of reference only, shall not be deemed to be a part of this Agreement for any purpose, and shall not in any way define or affect the meaning, construction or scope of any of the provisions hereof.

### 21. PRONOUNS

- 8 - Contract for Deed

### RECORDED AS RECEIVED

All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular, or plural, as the identity of the person or entity may require. As used in this agreement: (1) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender, (2) words in the singular shall mean and include the plural and vice versa, and (3) the word "may" gives sole discretion without any obligation to take any action.

# 22. JOINT AND SEVERAL LIABILITY

All Purchasers, if more than one, covenants and agrees that their obligations and liability shall be joint and several.

# 23. PURCHASER'S RIGHT TO REINSTATE AFTER ACCELERATION

If Purchaser defaults and the loan is accelerated, then Purchaser shall have the right of reinstatement as allowed under the laws of the State of Illinois, provided that Purchaser: (a) pays Lender all sums which then would be due under this agreement as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; and (c) pays all expenses incurred in enforcing this agreement, including, but not limited to, reasonable attorneys' fees, and other fees incurred for the purpose of protecting Seller's interest in the Property and rights under this agreement. Seller may require that Purchaser pay such reinstatement sums and expenses in one or more of the following forms, as selected by Seller: (a) cash, (b) money order, (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity or (d) Electronic Funds Transfer. Upon reinstatement by Purchaser, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred.

### 24. HEIRS AND ASSIGNS

This contract shall be binding upon and to the benefit of the heirs, administrators, executors,

and assigns of paragraph (1)	2).	thing herein shall authorize a transfer in violation of  25. R PROVISIONS
N/A		
20 <u>10</u> .		S of the Parties this the 5 day of May,
Dan Dan	9. Mallan 9. MA 77501	PURCHASER: Thereso A. Baker

STATE OF <u>FLORIDA</u>	
COUNTY OF ESCAMBIA	
The foregoing instrument was acknowledge	d before me this $\underline{5}$ day of $\underline{HQ}$ ,
2010 by Dan 4 Mattson and	Theresa A Bakerya
JAYNE M. INGRAM MY COMMISSION & DD 970239 EXPIRES: March 11, 2014 Bonded Thru Budgut Motory Services	Notary Public  Print Name: Jayne M Jnggra
My commission expires:	<del></del>
3-11-14	
RECO	RDED AS RECEIVED
STATE OF <u>FLORIDA</u>	
COUNTY OF ESCAMBIA	
The foregoing instrument was acknowledge	
20 to by Theresa A Baker  JAYNE M. INGRAM MY COMMISSION # DO 970239 EXPIRES: March 11, 2014 Bonded Thru Budget Notary Benices	Notary Public M. Sugar
My commission expires:  3-11-14	Print Name: Jayne M Inglan
Seller(s) Name and Address	Buyer(s) Name and Address
Name:	Name:
Address:	Address:
City:	City:
State: Zip:	State: Zip:
Phone:	Phone:

BK: 6587 PG: 1055 Last Page

Created by:

Theresa Baker

2065 Tomlinson Rd

Pensacola fl 32526

### RECORDED AS RECEIVED

## Promissory Note

Copy

Principal	amount:	\$25,000	Date:	5/3	10	20 <u>10</u>
-----------	---------	----------	-------	-----	----	--------------

I, THERESA A. BAKER (Barrower/Buyer) do promise to pay DAN A. MATTSON (Lender) the sum of TWENTY FIVE THOUSAND Dollars (\$25,000), for house, real property, and all rights to said property located at 216 Dogwood Dr Pensacola fl 32507 and having a legal description of

BEG AT NW COR OF LT 38 S 105 FT FOR BEG ELY 315 FT SLY 105 FT WLY 315 FT NLY 105 FT TO BEG PART OF LT 38 PLAT DB 128 P 575 OR 3025 P 500 CA 155.

I agree to pay interest at the yearly rate of 5% on the unpaid balance. Payment shall be made in monthly installments, consisting of \$265.16 per month/installment for principal and interest on the  $3^{rd}$  Day of each month and continue through for 120 months or until the principal is paid in full.

A late penalty charge will be imposed in the amount of \$25.00 if payment is over 10 days late. This note may be paid in full at any time by borrower without premium or penalty.

This note shall be transferred to <u>ARTHUR J. MANUEL</u> in the event of <u>THERESA A. BAKER's</u> death and all agreements will still apply in full same effect. In the event of DAN A. MATTSON's death this contract shall remain in effect until executed.

DAN A. MATTSON agrees that to the best of his knowledge there are NO liens, judgments, encumbrances, or any other debts on said property. DAN A. MATTSON furthermore agrees not to advertise, lease, take out any loans or cause any debts to said property. DAN A. MATTSON is in full agreement that he is selling said property to THERESA A. BAKER as stated above and allows THERESA A. BAKER all the rights of use and ownership such as homesteading, and furthermore, while buying said property and once all payments have been made and/or the \$25,000 has been paid in full then DAN A. MATTSON agrees to immediately transfer clear title/deed of ownership to Theresa A. Baker.

First payment will be paid on June-03-2010. See attached payment schedule.

MARY D. WEAVER

Notary Public - State of Florida

Commission # DD 791389

My Comm. Expires May 28, 2012 🖢

	Theresa A. Baker
STATE OF FLORIDA COUNTY OF ESCAMBIA The foregoing instrument was acknowledge	ed before me this 3 day of Mc., 2013
by theresa A. Baker who	ed before me this 3 day of 2012 produced identification of
The state of the s	Notary Public May wecever

Recorded in Public Records 06/17/2010 at 03:37 PM OR Book 6604 Page 34, Instrument #2010039055, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording \$44.00 Deed Stamps \$0.70

# Corrective

### CONTRACT FOR DEED

ESCAMBIA COUNTY OF FLORIDA

THIS DAY this agreement is entered into by and between <u>DAN A. MATTSON</u>, hereinafter referred to as "SELLER", whether one or more, and <u>THERESA A. BAKER</u>, hereinafter referred to as "PURCHASER", whether one or more, on the terms and conditions and for the purposes hereinafter set forth:

#### 1. SALE OF PROPERTY

For and in consideration of One Dollar (\$1.00) and other good and valuable considerations the receipt and sufficiency of which is hereby acknowledged, Seller does hereby agree to convey, sell, assign, transfer and set over unto Purchaser, the following property situated in <u>ESCAMBIA</u> County, State of <u>FLORIDA</u>, said property at 216 <u>Dogwood Drive Pensacola 32507</u> being described as follows:

BEG AT NW COR OF LT 38 S 105 FT FOR BEG ELY 315 FT SLY 105 FT WLY 315 FT NLY 105 FT TO BEG PART OF LT 38 PLAT DB 128 P 575 OR 3025 P 500 CA 155.

Together with all rights of ownership associated with the property, including, but not limited to, all easements and rights benefiting the premises, whether or not such easements and rights are of record, and all tenements, hereditaments, improvements and appurtenances, including all lighting fixtures, plumbing fixtures, shades, venetian blinds, curtain rods, storm windows, storm doors, screens, awnings, if any, and now on the premises.

SUBJECT TO all recorded easements, rights-of-way, conditions, encumbrances and limitations and to all applicable building and use restrictions, zoning laws and ordinances, if any, affecting the property.

## 2. PURCHASE PRICE AND TERMS

The purchase price of the property shall be \$25,000. The purchaser does hereby agree to pay to the order of the Seller the sum of TWENTY FIVE THOUSAND Dollars (\$25,000), together with interest on the whole sum that shall be from time to time unpaid at the rate of 5% per cent, per annum, payable in the amount of \$265.16 dollars per month beginning on the 3<sup>rd</sup> day of JUNE, 2010 and continuing on the same day of each month thereafter until fully paid.

If interest is charged, interest shall be computed monthly and deducted from payment and the balance of payment shall be applied on principal.

3. TIME OF THE ESSENCE

Time is of the essence in the performance of each and every term and provision in this agreement by Purchaser.

SECURITY

\* To correct paragraph - 1
and add witnesses as
recorded in OR Book
4587 at Page 1084 TAB

This contract shall stand as security of the payment of the obligations of Purchaser.

## 5. POSSESSION OF PROPERTY

Purchaser shall take possession of the property and all improvements thereon upon execution of this contract and shall continue in the peaceful enjoyment of the property so long as all payments due under the terms of this contract are timely made.

6.

#### TAXES, INSURANCE AND ASSESSMENTS

Taxes and Assessments: During the term of this contract:

Purchaser shall pay all taxes and assessments levied against the property.

Content Insurance: Purchaser shall be solely responsible for obtaining insurance of the contents, insuring contents owned by Purchaser. Seller shall be solely responsible for obtaining insurance on all contents owned by Seller.

Liability and Hazard Insurance: Liability insurance shall be maintained by Purchaser during the term of this contract naming Seller as an additional insured, in the amount of not less than \$50,000.

Fire, Hazard and Windstorm insurance: Fire, hazard and windstorm insurance shall be maintained as follows:

Prepared by: Theresa Baker 2065 Tomlinson Rd Pensacola, Fl 32526

- 1-

Contract for Deed

BK: 6604 PG: 35

(a) Purchaser shall obtain fire, hazard and windstorm insurance in the amount not less than \$25,000 on a policy of insurance naming Seller as additional insured.

(or)

(a) If Purchaser does not choose (a) above, Seller shall obtain and pay for hazard, fire and windstorm insurance in an amount not less than \$25,000. In the event Seller elects this option, Purchaser shall repay the amount so paid by Seller within thirty (30) days of demand for same by Seller.

Should the Purchaser fail to pay any tax or assessment, or installment thereof, when due, or keep said buildings insured, Seller may pay the same and have the buildings insured, and the amounts thus expended shall be a lien on said premises and may be added to the balance then unpaid, or collected by Seller, in the discretion of Seller.

In case of any damage as a result of which said insurance proceeds are available, the Purchaser may, within sixty (60) days of said loss or damage, give to the Seller written notice of Purchaser's election to repair or rebuild the damaged parts of the premises, in which event said insurance proceeds shall be used for such purpose. The balance of said proceeds, if any, which remain after completion of said repairing or rebuilding, or all of said insurance proceeds if the Purchaser elects not to repair or rebuild, shall be applied first toward the satisfaction of any existing defaults under the terms of this contract, and then as a prepayment upon the principal balance owing. No such prepayment shall defer the time for payment of any remaining payments required by said contract. Any surplus of said proceeds in excess of the balance owing hereon shall be paid to the Purchaser.

7.

#### DEFAULT

If the Purchaser shall fail to perform any of the covenants or conditions contained in this contract on or before the date on which the performance is required, the Seller shall give Purchaser notice of default or performance, stating the Purchaser is allowed fourteen (14) days from the date of the Notice to cure the default or performance. In the event the default or failure of performance is not cured within the 14 day time period, then Seller shall have any of the following remedies, in the discretion of Seller:

- (a) give the Purchaser a written notice specifying the failure to cure the default and informing the Purchaser that if the default continues for a period of an additional fifteen (15) days after service of the notice of failure to cure, that without further notice, this contract shall stand cancelled and Seller may regain possession of the property as provided herein; or
- (b) give the Purchaser a written notice specifying the failure to cure the default and informing the Purchaser that if the default continues for a period of an additional fifteen (15) days after service of the notice of failure to cure, that without further notice, the entire principal balance and unpaid interest shall be immediately due and payable and Seller may take appropriate action against Purchaser for collection of same according to the laws of the State of FLORIDA.

In the event of default in any of the terms and conditions or installments due and payable under the terms of this contract and Seller elects 7(a), Seller shall be entitled to immediate possession of the property.

In the event of default and termination of the contract by Seller, Purchaser shall forfeit any and all payments made under the terms of this contract including taxes and assessments as liquidated damages, Seller shall be entitled to recover such other damages as they may be due which are caused by the acts or negligence of Purchaser. The parties expressly agree that in the event of default not cured by the Purchaser and termination of this agreement, and Purchaser fails to vacate the premises, Seller shall have the right to obtain possession by appropriate court action.

## 10. DEED AND EVIDENCE OF TITLE

Upon total payment of the purchase price and any and all late charges, and other amounts due Seller, Seller agrees to deliver to Purchaser a Warranty Deed to the subject property, at Seller's expense, free and clear of any liens or encumbrances other than taxes and assessments for the current year.

#### 11. NOTICES

All notices required hereunder shall be deemed to have been made when deposited in the U. S. Mail, postage prepaid, certified, return receipt requested, to the Purchaser or Seller at the addresses listed below. All notices required hereunder may be sent to:

Seller:	Purchaser:
DAN A. MATTSON	THERESA A. BAKER
PO BOX 36054	2065 TOMLINSON ROAD
32516-6054	PENSACOLA, FL 32526

and when mailed, postage prepaid, to said address, shall be binding and conclusively presumed to be served upon said parties respectively.

## ASSIGNMENT OR SALE

Purchaser shall not sell, assign, transfer or convey any interest in the subject property or this agreement, without first securing the written consent of the Seller.

# 13. PREPAYMENT

Purchaser to have the right to prepay, without penalty, the whole or any part of the balance remaining unpaid on this contract at any time before the due date.

#### 14. ATTORNEY FEES

In the event of default, Purchaser shall pay to Seller, Seller's reasonable and actual attorneys' fees and expenses incurred by Seller in enforcement of any rights of Seller All attorney fees shall be payable prior to Purchaser's being deemed to have corrected any such default.

#### 15. LATE PAYMENT CHARGES

If Purchaser shall fail to pay, within fifteen (15) days after due date, any installment due hereunder, Purchaser shall be required to pay an additional charge of \$25.00. Such charge shall be paid to Seller at the time of payment of the past due installment.

## 16. CONVEYANCE OR MORTGAGE BY SELLER

If the Seller's interest is now or hereafter encumbered by mortgage, the Seller covenants that Seller will meet the payments of principal and interest thereon as they mature and produce evidence thereof to the Purchaser upon demand. In the event the Seller shall default upon any such mortgage or land contract, the Purchaser shall have the right to do the acts or make the payments necessary to cure such default and shall be reimbursed for so doing by receiving, automatically, credit to this contract to apply on the payments due or to become due hereon.

#### 17. ENTIRE AGREEMENT

This Agreement embodies and constitutes the entire understanding between the parties with respect to the transactions contemplated herein. All prior or contemporaneous agreements, understandings, representations, oral or written, are merged into this Agreement.

#### 18. AMENDMENT – WAIVERS

This Agreement shall not be modified, or amended except by an instrument in writing signed by all parties.

No delay or failure on the part of any party hereto in exercising any right, power or privilege under this Agreement or under any other documents furnished in connection with or pursuant to this Agreement shall impair any such right, power or privilege or be construed as a waiver of any default or any acquiescence therein. No single or partial exercise of any such right, power or privilege shall preclude the further exercise of such right, power or privilege, or the exercise of any other right, power or privilege. No waiver shall be valid against any party hereto unless made in writing and signed by the party against whom enforcement of such waiver is sought and then only to the extent expressly specified therein.

### 19. SEVERABILITY

If any one or more of the provisions contained in this Agreement shall be held illegal or unenforceable by a court, no other provisions shall be affected by this holding. The parties intend that in the event one or more provisions of this agreement are declared invalid or unenforceable, the remaining provisions shall remain enforceable and this agreement shall be interpreted by a Court in favor of survival of all remaining provisions.

BK: 6604 PG: 37

#### 20. HEADINGS

Section headings contained in this Agreement are inserted for convenience of reference only, shall not be deemed to be a part of this Agreement for any purpose, and shall not in any way define or affect the meaning, construction or scope of any of the provisions hereof.

#### 21. PRONOUNS

All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular, or plural, as the identity of the person or entity may require. As used in this agreement: (1) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender, (2) words in the singular shall mean and include the plural and vice versa, and (3) the word "may" gives sole discretion without any obligation to take any action.

#### 22. JOINT AND SEVERAL LIABILITY

All Purchasers, if more than one, covenants and agrees that their obligations and liability shall be joint and several.

23.

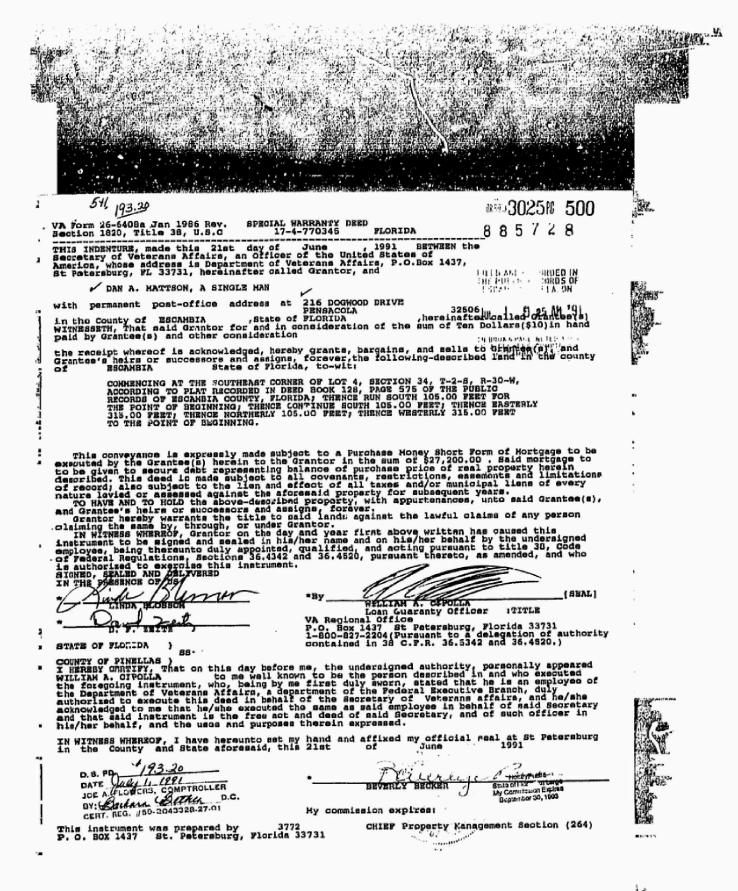
### **PURCHASER'S RIGHT TO REINSTATE AFTER ACCELERATION**

If Purchaser defaults and the loan is accelerated, then Purchaser shall have the right of reinstatement as allowed under the laws of the State of Illinois, provided that Purchaser: (a) pays Lender all sums which then would be due under this agreement as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; and (c) pays all expenses incurred in enforcing this agreement, including, but not limited to, reasonable attorneys' fees, and other fees incurred for the purpose of protecting Seller's interest in the Property and rights under this agreement. Seller may require that Purchaser pay such reinstatement sums and expenses in one or more of the following forms, as selected by Seller: (a) cash, (b) money order, (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity or (d) Electronic Funds Transfer. Upon reinstatement by Purchaser, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred.

#### 24. HEIRS AND ASSIGNS

This contract shall be binding upon and to the benefit of the heirs, administrators, executors, and assigns of the parties hereto. However, nothing herein shall authorize a transfer in violation of paragraph (12).

IN WITNESS of THE SIGNATURES of the Parties this	he <u>17</u> day of <u>June</u> , 20 <u>10</u> , I have set my hand and
seal. Signed, sealed and delivered in our presence.	
SELLER:	PURCHASER:
[print] DAN A. MATTSON	[print] Theresa A Baker
[sign] Dan q. Mattan	[sign] Theres & Baken
WITNESS 1 for seller:	WITNESS 1 for purchaser:
[print] Hetaus Masove	[print] Hathur MANUE
[sign] Gran Mark	[sign] Graff Man
WITNESS 2 for seller:	WITNESS 2 for purchaser:
[print] Carla y. Evan	[print] Carle Y. Evans
[sign] Carla y. Evans	[sign] Carla y. Evans
The foregoing instrument was acknowledged before me th	is 17 day of June 20 to by
(Seller) Dan A M9++30n, who produce	
Seller) DOLY PAR JAYNE M. INGRAM	indiamental of Value.
MY COMMISSION # DD 970239  EXPIRES: March 11, 2014	Notary Public: Laupe M. Marson
(SEAL) Bonded Thru Budget Notary Services	Division No Tine Con
My commission expires:	Print Name: Jayne M Ingram
3-11-14	
The foregoing instrument was acknowledged before me th	is M day of June . 2010 by
(Purchaser) Theresa A Baker, who pr	
at BY Atra	
JAYNE M. INGRAM  NY COMMISSION # DD 970239	Notary Public: Cupie M Mucro
(SEAL) EXPIRES: March 11, 2014 Bonded Thru Budget Notary Services	Print Name: Jayne M Tyaram
My commission expires:	771110111011101111111111111111111111111
3-11-14	
Seiler(s) Name and Address Buya	r(s) Name and Address
Name: / I an A Matter Name	Theresa A. Baker
Address: P.O. BSX 36054 Addi	2015 Tombinson Read
City: PFW SA COCA City:	
	Pensacala
State: FL Zip: 32516-6054 State	rensuco/a



Alexander of the second

Order: Pam-03-1436-000 Doc: FLESCA:3025-00500 Recorded in Public Records 10/29/2013 at 01:53 PM OR Book 7094 Page 854, Instrument #2013082598, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording \$10.00

This Instrument Was Prepared By And Is To Be Returned To: CASSANDRA STRICKLAND, Emerald Coast Utilities Authority 9255 Sturdevant Street Pensacola, Florida 32514-0311

# NOTICE OF LIEN



#### STATE OF FLORIDA COUNTY OF ESCAMBIA

Notice is hereby given that the EMERALD COAST UTILITES AUTHORITY has a lien against the following described real property situated in Escambia County, Florida, for water, wastewater and/or sanitation service provided to the following customer: BEG AT NW COR OF LT 38 S 105 FT FOR BEG ELY 315 FT SLY 105 FT WLY 315 FT NLY 105 FT TO BEG...

Customer: THERESA M BAKER
Account Number: 296317-17419
Amount of Lien: $\$82.28$ , together with additional unpaid utility service charges, if any, which may accrue subsequent to the date of this notice and simple interest on unpaid charges at 18 percent per annum, or at such lesser rate as may be allowed by law.
This lien is imposed in accordance with Section 159.17, Florida Statutes, Chapter 92-248, Laws of Florida, as amended and Emerald Coast Utilities Authority Resolution 87-10, as amended, and this lien shall be prior to all other liens on such lands or premises except the lien of state, county, and municipal taxes and shall be on a parity with the lien of such state, county, and municipal taxes.
Provided however, that if the above-named customer has conveyed said property by means of deed recorded in the public records of Escambia County, Florida, prior to the recording of this instrument, or if the interest of the above-named customer is foreclosed by a proceeding in which notice of lis pendens has been filed prior to the recording of this instrument, this lien shall be void and of no effect.  Dated: 10 2813
EMERALD COAST UTILITIES AUTHORITY BY
STATE OF FLORIDA COUNTY OF ESCAMBIA The foregoing instrument was acknowledged before me this day of the Emerald Coast Utilities Authority, who is personally known to me and who did not take an oath.
[Notary Seal]  Notary Public - State of Florida
JAMIE D. ROGERS  MY COMMISSION & EE 058936 EXPIRES: April 12, 2015 Bonded Thru Notary Public Underwriters

Recorded in Public Records 11/12/2014 at 01:48 PM OR Book 7257 Page 210, Instrument #2014084296, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording \$10.00

This Instrument Was Prepared By And Is To Be Returned To: Nicole Lee Emerald Coast Utilities Authority 9255 Sturdevant Street Pensacola, Florida 32514-0311

Customer: Theresa M Baker

### **NOTICE OF LIEN**



### STATE OF FLORIDA COUNTY OF ESCAMBIA

Notice is hereby given that the EMERALD COAST UTILITES AUTHORITY has a lien against the following described real property situated in Escambia County, Florida, for water, wastewater and/or sanitation service provided to the following customer:

BEG AT NW COR OF LT 38 S 105 FT FOR BEG ELY 315 FT SLY 105 FT WLY 315 FT NLY 105 FT TO BEG...

Account Number: 290317-17419
Amount of Lien: \$151.69, together with additional unpaid utility service charges, if any, which may accrue subsequent to the date of this notice and simple interest on unpaid charges at 18 percent per annum, or at such lesser rate as may be allowed by law.
This lien is imposed in accordance with Section 159.17, Florida Statutes, Chapter 92-248, Laws of Florida, as amended and Emerald Coast Utilities Authority Resolution 87-10, as amended, and this lien shall be prior to all other liens on such lands or premises except the lien of state, county, and municipal taxes and shall be on a parity with the lien of such state, county, and municipal taxes.
Provided however, that if the above-named customer has conveyed said property by means of deed recorded in the public records of Escambia County, Florida, prior to the recording of this instrument, or if the interest of the above-named customer is foreclosed by a proceeding in which notice of lis pendens has been filed prior to the recording of this instrument, this lien shall be void and of no effect.
Dated: 11/11/14
EMERALD COAST UTILITIES AUTHORITY BY:
STATE OF FLORIDA COUNTY OF ESCAMBIA
The foregoing instrument was acknowledged before me this 11th day of November , 20 14 , by Nicole Lee of the Emerald
Coast Utilities Authority, who is personally known to me and who did not take an oath.
JAMIE D. ROGERS NOTARY PUBLIC, STATE OF FLORIDA MY COMMISSION # EE058896 EXPIRES: April 12, 2015  Notary Public - State of Florida RWK:is

Bonded Thru Notary Public Underwriter

Revised 05/31/11

Recorded in Public Records 6/9/2017 2:11 PM OR Book 7726 Page 1227, Instrument #2017043883, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording \$44.00

Recorded in Public Records 6/9/2017 10:40 AM OR Book 7726 Page 593, Instrument #2017043679, Pam Childers Clerk of the Circuit Court Escambia, County, FL Recording \$44.00



CERTIFIED TO BE ATTRUE COPY OF THE DISCONDING ON FILE IN THIS OFFICE WITHESS MY HAND AND OFFICIAL SEAL PAM CHILDRES
CLERK OF THE CRICUIT COURT & COMPTROLLER

DATE ODIG 1174

### THE OFFICE OF ENVIRONMENTAL ENFORCEMENT SPECIAL MAGISTRATE IN AND FOR THE COUNTY OF ESCAMBIA, STATE OF FLORIDA

PETITIONER
ESCAMBIA COUNTY FLORIDA.

VS.

CASE NO: CE#16-08-03238 LOCATION: 216 Dogwood Drive PR# 342S30038006038

Baker, Theresa A & Manuel, Arthur J 216 Dogwood Drive Pensacola, FL 32505 RESPONDENT

#### ORDER

This CAUSE having come before the Office of Environmental

Enforcement Special Magistrate on the Petition of the Environmental Enforcement

Officer for alleged violation of the ordinances of the County of Escambia, State of

Florida, and the Special Magistrate having considered the evidence before him in the

form of testimony by the Enforcement Officer and the Respondent or representative,

thereof, Athor Manuel , as well as evidence submitted and after consideration of the

appropriate sections of the Escambia County Code of Ordinances, the Special Magistrate

finds that a violation of the following Code of Ordinance(s) has occurred and continues

	42-196 (a) Nuisance Conditions
	42-196 (b) Trash and Debris
	42-196 (c) Inoperable Vehicle(s); Described
r7	10.107/10
LJ	42-196 (d) Overgrowth

BK: 7726 PG: 1228

BK: 7726 PG: 594

V	30-203 Unsafe Building; Described as   Main Structure Accessory Building(s)
	$\square \text{ (a) } \square \text{ (b) } \square \text{ (c) } \square \text{ (d) } \square \text{ (e) } \square \text{ (f) } \square \text{ (g) } \square \text{ (h) } \square \text{ (i) } \square \text{ (j) } \square \text{ (k) } \square \text{ (l) } \square \text{ (m) } \square \text{ (o) }$
	$\square \ (p) \ \square \ (q) \ \square \ (r) \ \square \ (s) \ \square \ (t) \ \square \ (u) \ \square \ (v) \ \square \ (w) \ \square \ (x) \ \square \ (y) \ \square \ (aa) \ \square \ (bb) \ \square \ (cc) \ \square \ (dd)$
	94-51 Obstruction of County Right-of-Way (ROW)
	82-171 Mandatory Residential Waste Collection
	82-15 Illegal Burning
	82-5 Littering Prohibited
	LDC Chapter 3 Commercial in residential and non permitted use
	LDC Chapter 2 Article 3 Land Disturbance without permits
	LDC Chapter 5 Article 8 Prohibited Signs, Un-permitted Sign ROW
	LDC Sec 4-7.9 Outdoor Storage
	Other
	THEREFORE, The Special Magistrate being otherwise fully advised in
the premis	es; it is hereby ORDERED that <u>RESPONDENT</u> shall have until
<b>2017</b> to co	orrect the violation and to bring the violation into compliance.

BK: 7726 PG: 1229

BK: 7726 PG: 595

Correcti	ve action shall include:
V	Complete removal of all contributing nuisance conditions; trash, rubbish, overgrowth
	and legally dispose of. Maintain clean conditions to avoid a repeat violation.
	Remove vehicle. Repair vehicle or store in rear yard behind 6' opaque fencing
	Obtain building permit and restore structure to current building codes or, obtain
	demolition permit and remove the structure(s), legally disposing of all debris.
	Remove all structures, signs, vehicles, etc. from County ROW; refrain from further
	obstruction.
	Subscribe for residential waste collection with a legal waste collection service and
	comply with solid waste disposal methods
	Immediately cease burning and refrain from future burning
	Remove all refuse and dispose of legally and refrain from future littering
	Rezone property and conform to all performance standards or complete
	removal of the commercial or industrial entity
	Obtain necessary permits or cease operations
	Acquire proper permits or remove sign(s)
ď	Other Obtain parnit for ferce replacement
	Other
	Other
	Other
	Other

6/12/24, 10:48 AM

BK: 7726 PG: 1230

BK: 7726 PG: 596

will be assessed a fine of \$\frac{10}{20} \cdot 00 \quad \text{per} \day, commencing \frac{1}{2017}. \quad \text{This daily fine shall continue until this violation is abated and the violation brought into compliance or until as otherwise provided by law. YOU ARE REQUIRED, immediately upon your full correction of this violation(s), to contact the Escambia County Environmental Enforcement Office in writing to request that they immediately inspect the property to make an official determination of whether the violation has been abated and brought into compliance. If the violation is not abated within the specified time period, then the County may elect to take whatever measurers are necessary to abate the violation for you These measurers could include, but are not limited to, **DEMOLISHING YOUR**STRUCTURE (S), LEGALLY DISPOSING OF ALL CONTRIBUTING CONDITIONS, AND TOWING OF DESCRIBED VEHICLE (S). The reasonable cost of such will be assessed against you and will constitute a lien on the property.

Costs in the amount of §), 100 are awarded in favor of Escambia County as the prevailing party against RESPONDENT.

This fine shall be forwarded to the Board of County Commissioners. Under the authority of 162.09(1) F.S. and Sec. 30-34(d) of the Code of Ordinances, the Board of County Commissioners will certify to the Special Magistrate all costs imposed pursuant to this order. All Monies owing hereunder shall constitute a lien on ALL YOUR REAL AND PERSONAL PROPERTY including any property involved herein, which lien can be enforced by foreclosure and as provided by law.

BK: 7726 PG: 1231 Last Page

BK: 7726 PG: 597 Last Page

You have the right to appeal orders of the Special Magistrate to the Circuit Court of Escambia County. If you wish to appeal, you must give notice of such in writing to both the Environmental Enforcement Division at 3363 W Park Place, Pensacola, Florida 32505 and the Escambia County Circuit Court at the M.C. Blanchard Judicial Building, 190 Governmental Center, Pensacola, Florida 32501, no later than 30 days from the date of this Order. Failure to timely file a Written Notice of Appeal will waive your rights to appeal.

Jurisdiction is retained to enter such further orders as may be appropriate and necessary.

Special Magistrate
Office of Environmental Enforcement

Recorded in Public Records 11/22/2022 11:10 AM OR Book 8893 Page 1674, Instrument #2022113392, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording \$27.00

Recorded in Public Records 11/22/2022 11:01 AM OR Book 8893 Page 1667, Instrument #2022113390, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording \$27.00

# THE OFFICE OF ENVIRONMENTAL ENFORCEMENT SPECIAL MAGISTRATE IN AND FOR THE COUNTY OF ESCAMBIA, STATE OF FLORIDA

PETITIONER

ESCAMBIA COUNTY FLORIDA,

CASE NO: LOCATION:

O: CE160803238N

PR#:

216 DOGWOOD DR 342S300380006038

VS.

BAKER, THERESA A & MANUEL, ARTHUR J 216 DOGWOOD DR PENSACOLA, FL 32505

RESPONDENT(S)

#### AMENDED ORDER

This CAUSE having come before the Office of Environmental Enforcement
Special Magistrate on the Petition of the Environmental Enforcement Officer for alleged
violation of the ordinances of the County of Escambia, State of Florida, and the Special
Magistrate having considered the evidence before him in the form of testimony by the
Enforcement Officer and the Respondent(s) or representative thereof,

as well as evidence submitted, and after consideration of the appropriate sections of
the Escambia County Code of Ordinances, the Special Magistrate finds that a violation
of the following Code of Ordinances has occurred and continues:

Sec. 42-196(a) Nuisance - (A) Nuisance

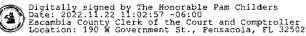
Sec. 42-196(b) Nuisance - (B) Trash and Debris

Unsafe Structure - 30-203 (CC) Accessory structure unmaintained

THEREFORE, the Special Magistrate, being otherwise fully apprised, finds as follows:

It is hereby ORDERED that the <u>RESPONDENT(S)</u> shall have until <u>8/6/2017</u> to correct the violation(s) and to bring the violation into compliance.

Page 1 Of 3



BK: 8893 PG: 1668

Corrective action shall include:

If Respondent(s) fail to fully correct the violation(s) within the time required, Respondent(s) will be assessed a fine of \$20.00 per day, commencing 8/6/2017. This fine shall continue until the violation(s) is/are abated and the violation(s) brought into compliance, or until as otherwise provided by law, RESPONDENT IS REQUIRED. immediately upon full correction of the violation(s), to contact the Escambia County Office of Environmental Enforcement in writing to request that the office immediately inspect the property to make an official determination of whether the violation(s) has/have been abated and brought into compliance. If the violation(s) is/are not abated within the specified time period, Escambia County may elect to undertake any necessary measures to abate the violation(s). These measures could include, but are not limited to, DEMOLISHING NON-COMPLIANT STRUCTURES, LEGALLY DISPOSING OF ALL CONTRIBUTING CONDITIONS, AND TOWING OF DESCRIBED VEHICLE(S). At the request of Escambia County, the Sheriff shall enforce this order by taking reasonable law enforcement action to remove from the premises any unauthorized person interfering with the execution of this order or otherwise refusing to leave after warning. The reasonable cost of such abatement will be assessed against RESPONDENT(S) and shall constitute a lien on the property. Pursuant to Escambia County Resolution R2017-132, costs in the amount of \$1100.00 are awarded in favor of Escambia County as the prevailing party against RESPONDENT(S).

This fine shall be forwarded to the Board of County Commissioners of Escambia County. Under the authority of Sec. 162.09, Fla. Stat., as amended, and Sec. 30-35 of the Escambia County Code of Ordinances, as amended, the Board of County Commissioners will certify to the Special Magistrate all costs imposed pursuant to this

Page 2 Of 3

BK: 8893 PG: 1676 Last Page

BK: 8893 PG: 1669 Last Page

order. All fees, fines, and costs owing hereunder shall constitute a lien upon ALL REAL AND PERSONAL PROPERTY OWNED BY RESPONDENT(S) including property involved herein, which lien can be enforced by foreclosure and as provided by law.

RESPONDENT(S) have the right to appeal the order(s) of the Special Magistrate to the Circuit Court of Escambia County. If RESPONDENT(S) wish(es) to appeal, RESPONDENT(S) must provide notice of such appeal in writing to both the Environmental Enforcement Division at 3363 West Park Place, Pensacola, Florida 32505, and the Escambia County Circuit Court, M.C. Blanchard Judicial Building, 190 W. Government St, Pensacola, Florida, 32502, no later than 30 days from the date of this order. Failure to timely file a Written Notice of Appeal will constitute a waiver of the right to appeal this order.

Jurisdiction is hereby retained to enter such further orders as may be appropriate and necessary.

DONE AND ORDERED in Escambia County, Florida on this 21st day of November ,2022,

John B. Trawick
Special Magistrate
Office of Environmental Enforcement

Page 3 Of 3

Recorded in Public Records 1/11/2024 7:49 AM OR Book 9090 Page 106, Instrument #2024002319, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording \$10.00

Recorded in Public Records 1/10/2024 4:39 PM OR Book 9089 Page 1953, Instrument #2024002250, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording \$10.00

# THE OFFICE OF ENVIRONMENTAL ENFORCEMENT SPECIAL MAGISTRATE IN AND FOR ESCAMBIA COUNTY, FLORIDA

ESCAMBIA COUNTY, FLORIDA

VS.

BAKER, THERESA A 216 DOGWOOD DR PENSACOLA, FL 32505 Case No: CE160803238N Location: 216 DOGWOOD DR PR#: 342S300380006038

## **Cost Order**

THIS CAUSE was brought before the Office of the Environmental Enforcement Special Magistrate on Petitioner's Certification of Costs, pursuant to the Special Magistrate's Order and the Special Magistrate having found the Respondent in violation of Escambia County Code of Ordinances.

Escambia County has confirmed that the property has been brought into compliance per the Special Magistrate Order. THEREFORE, the Special Magistrate being otherwise fully advised of the premises; it is hereby ORDERED, pursuant to Section 30-35 of the Escambia County Code of Ordinances, that the following itemized costs shall be added to the fines imposed by the Order of Special Magistrate dated 7/6/2017.

Itemized Cost

Daily fines

\$45,440.00

\$20.00 Per Day From: <u>08/06/2017</u> To: <u>10/26/2023</u>

**Fines** 

\$0.00

Court Cost

\$1,100.00 \$ 50

County Abatement Fees

\$5,800.00

**Administrative Costs** 

\$0.00

**Payments** 

\$0.00

Total: \$52,340:00 DONE AND ORDERED at Escambia County, Florida on

tohn-B. Trawick Special Magistrate Office of Environmental Enforcement

CERTIFIED TO BE A TRUE COPY OF THE ORIGINAL ON FILE IN THIS OFFICE WITNESS MY HAND AND OFFICIAL SEAL

PAM CHILDERS

CIRCUIT COURT &

DATE:

\$\$112312341

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

# **CERTIFICATE # 03030 of 2022**

I, PAM CHILDERS, CLERK OF THE CIRCUIT COURT OF ESCAMBIA COUNTY, FLORIDA, do hereby certify that I did on August 15, 2024, mail a copy of the foregoing Notice of Application for Tax Deed, addressed to:

THERESA A BAKER 216 DOGWOOD DR PENSACOLA, FL 32505		A BAKER LINSON ROAD A, FL 32526				
				ESCAMBIA COUNTY / COUNTY ATTORNEY 221 PALAFOX PLACE STE 430 PENSACOLA FL 32502		
	ESCAMBIA COUN ESCAMBIA CENTI 3363 WEST PARK PENSACOLA FL 3		RAL OFFICE CO	CODE ENFORCEMENT MPLEX	ECUA 9255 STURDEVANT ST PENSACOLA, FL 32514	

WITNESS my official seal this 15th day of August 2024.

SA COUNTY TOR

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 October 2, 2024, UNLESS THE TAXES ARE PAID. SHOULD YOU NEED FURTHER INFORMATION CONTACT THE CLERK OF THE CIRCUIT COURT IMMEDIATELY AT THE COUNTY COURTHOUSE IN PENSACOLA, FLORIDA, OR CALL 850-595-3793.

# NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That ASSEMBLY TAX 36 LLC holder of Tax Certificate No. 03030, issued the 1st day of June, A.D., 2022 has filed same in my office and has made application for a tax deed to be issued thereon. Said certificate embraces the following described property in the County of Escambia, State of Florida, to wit:

BEG AT NW COR OF LT 38 S 105 FT FOR BEG ELY 315 FT SLY 105 FT WLY 315 FT NLY 105 FT TO BEG PART OF LT 38 PLAT DB 128 P 575 OR 6587 P 1044 OR 6604 P 34 CA 155

**SECTION 34, TOWNSHIP 2 S, RANGE 30 W** 

TAX ACCOUNT NUMBER 070597000 (1024-40)

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

### THERESA A BAKER

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 October, which is the 2nd day of October 2024.

Dated this 16th day of August 2024.

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

A COUNTY DA

PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

By: Emily Hogg Deputy Clerk THERESA A BAKER [1024-40] 216 DOGWOOD DR PENSACOLA, FL 32505

9171 9690 0935 0127 2278 37

THERESA A BAKER [1024-40] 2065 TOMLINSON ROAD PENSACOLA, FL 32526

9171 9690 0935 0127 2278 20

DAN A MATTSON [1024-40] PO BOX 36054 PENSACOLA, FL 32516-6054

9171 9690 0935 0127 2278 13

ESCAMBIA COUNTY / COUNTY ATTORNEY [1024-40] 221 PALAFOX PLACE STE 430 PENSACOLA FL 32502

9171 9690 0935 0127 2278 06

ESCAMBIA COUNTY OFFICE OF CODE ENFORCEMENT [1024-40] ESCAMBIA CENTRAL OFFICE COMPLEX 3363 WEST PARK PLACE PENSACOLA FL 32505

9171 9690 0935 0127 2277 90

ECUA [1024-40] 9255 STURDEVANT ST PENSACOLA, FL 32514

9171 9690 0935 0127 2277 83

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**Post Property:** 

216 DOGWOOD DR 32505

A COUNTY TOWN

PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

By: Emily Hogg Deputy Clerk

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## **Personal Services:**

THERESA A BAKER 216 DOGWOOD DR PENSACOLA, FL 32505

COMPTRO

PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

By: Emily Hogg Deputy Clerk

# ESCAMBIA COUNTY SHERIFF'S OFFICE ESCAMBIA COUNTY, FLORIDA

# NON-ENFORCEABLE RETURN OF SERVICE

Agency Number: 24-008890

Document Number: ECSO24CIV029181NON

Court: TAX DEED
County: ESCAMBIA

Case Number: CERT NO 03030 2022

Attorney/Agent:
PAM CHILDERS
CLERK OF COURT
TAX DEED

Plaintiff:

RE THERESA A BAKER

Defendant:

Type of Process: NOTICE OF APPLICATION FOR TAX DEED

Received this Writ on 8/23/2024 at 9:07 AM and served same at 10:16 AM on 8/26/2024 in ESCAMBIA COUNTY, FLORIDA, by serving POST PROPERTY, the within named, to wit: , .

POSTED TO PROPERTY PER CLERKS OFFICE INSTRUCTIONS.

CHIP W SIMMONS, SHERIFF ESCAMBIA COUNTY, FLORIDA

By:

C. DAVIS, CPS

Service Fee:

Receipt No:

\$40.00 BILL

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# **Post Property:**

216 DOGWOOD DR 32505



PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

By: Emily Hogg Deputy Clerk THERESA A BAKER [1024-40] 216 DOGWOOD DR PENSACOLA, FL 32505

9171 9690 0935 0127 2278 37

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DAN A MATTSON [1024-40] PO BOX 36054 PENSACOLA, FL 32516-6054

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ESCAMBIA COUNTY / COUNTY ATTORNEY [1024-40] 221 PALAFOX PLACE STE 430 PENSACOLA FL 32502

9171 9690 0935 0127 2278 06

ESCAMBIA COUNTY OFFICE OF CODE ENFORCEMENT [1024-40] ESCAMBIA CENTRAL OFFICE COMPLEX 3363 WEST PARK PLACE PENSACOLA FL 32505

9171 9690 0935 0127 2277 90

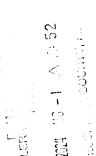
ECUA [1024-40] 9255 STURDEVANT ST PENSACOLA, FL 32514

9171 9690 0935 0127 2277 83

Contact - son

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

Pensacola, FL 32502



THERESA A BAKER [1024-40] 216 DOGWOOD DR PENSACOLA, FL 32505



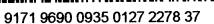




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### **PAM CHILDERS**

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



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

BRANCH OFFICES
ARCHIVES AND RECORDS
JUVENILE DIVISION
CENTURY

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

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

# Cert # 003030 of 2022 Date 10/2/2024 Name DAVID PEREZ

**Cash Summary** 

Cash Deposit	\$3,535.00
Total Check	\$67,702.40
Grand Total	\$71,237.40

Haine D	MATO I FINEE	
Purchase Price (high bid amount)	\$70,700.00	Total Check \$67,702.40
+ adv recording deed	\$10.00	Adv Recording Deed \$10.00
+ adv doc. stamps deed	\$494.90	Adv Doc. Stamps \$494.90
+ Adv Recording For Mailing	\$18.50	
Opening Bid Amount	\$70,659.26	Postage \$49.20
		Researcher Copies \$0.00
- postage	\$49.20	
- Researcher Copies	\$0.00	
		Adv Recording Mail Cert \$18.50
- Homestead Exempt	\$68,051.00	
		Clerk's Prep Fee \$14.00
=Registry of Court	\$2,559.06	Registry of Court \$2,559.06
Purchase Price (high bid)	\$70,700.00	
-Registry of Court	\$2,559.06	Overbid Amount \$68,091.74
-advance recording (for mail certificate)	\$18.50	
-postage	\$49.20	
-Researcher Copies	\$0.00	
= Overbid Amount	\$68,091.74	

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 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** 

# Case # 2022 TD 003030

**Sold Date** 10/2/2024

Name DAVID PEREZ

RegistryOfCourtT = TAXDEED	\$2,559.06
overbidamount = TAXDEED	\$68,091.74
PostageT = TD2	\$49.20
Researcher Copies = TD6	\$0.00
prepFee = TD4	\$14.00
advdocstampsdeed = TAXDEED	\$494.90
advancerecording = TAXDEED	\$18.50
AdvRecordingDeedT = TAXDEED	\$10.00

Date	Docket	Desc	M VIEW IMAGES
6/1/2022	0101	CASE FILED 06/01/2022 CASE NUMBER 2022 TD 003030	
4/26/2024	TD83	TAX COLLECTOR CERTIFICATION	
4/26/2024	TD84	PA INFO	
4/30/2024	TD84	NOTICE OF TDA	
4/30/2024	RECEIPT	PAYMENT \$456.00 RECEIPT #2024030512	
6/26/2024	TD82	PROPERTY INFORMATION REPORT	
8/23/2024	TD81	CERTIFICATE OF MAILING	
8/30/2024	CheckVoided	CHECK (CHECKID 136631) VOIDED: BALLINGER PUBLISHING PO BOX 12665 PENSACOLA, FL 32591	
8/30/2024	CheckMailed	CHECK PRINTED: CHECK # 900037602 - - REGISTRY CHECK	
9/9/2024	TD84	SHERIFF'S RETURN OF SERVICE	
9/11/2024	TD84	CERT MAIL TRACKING INFO AND RETURNED MAIL	

# FEES

<b>EffectiveDate</b>	FeeCode	FeeDesc	TotalFee	AmountPaid	WaivedAmount	<b>AmountOutstanding</b>
4/26/2024 3:40:38 PM	RECORD2	RECORD FEE FIRST PAGE	10.00	10.00	0.00	0.00
4/26/2024 3:40:39 PM	TAXDEED	TAX DEED CERTIFICATES	320.00	320.00	0.00	0.00
4/26/2024 3:40:38 PM	TD4	PREPARE ANY INSTRUMENT	7.00	7.00	0.00	0.00

4/26/2024 3:40:39 PM	TD7	ONLINE AUCTION FEE	59.00	59.00	0.00	0.00
4/26/2024 3:42:07 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
4/30/2024 8:29:19 AM	2024030512	ASSEMBLY TAX 36 LLC	456.00	456.00	0.00
		Total	456.00	456.00	0.00

# REGISTRY

CashierDate	Type	TransactionID	TransactionName	Name	Amount	Status		
8/30/2024 10:12:19 AM	Check (outgoing)	101924890	BALLINGER PUBLISHING	PO BOX 12665	200.00	900037602 CLEARED ON 8/30/2024		
4/30/2024 8:29:19 AM	Deposit	101889240	ASSEMBLY TAX 36 LLC	320.00		Deposit		
Deposited			Used		Balance			
320.00			7,200.00			-6,880.00		

\*\* Doc stamps for tax deed auctions are due in conjunction with the final payment due at 11:00 AM CT on the following business day after the sale. Sale Date Case ID Winning POPR Doc \*\* Certificate Parcel Bidder Deposit Auction EΑ Total Name On Title Title Address Clerk **Edit Name on Title** × ☑ 10/02/2024 2022 TD 00303 342S3 \$67,702.40 03030 .00 \$494.90 David Perez-Graja 5135 Bent tree Rd ☑ 10/02/2024 <u>2022 TD 00300</u> 342S31 00 \$189.70 \$25,977.20 David Perez-Graja 5135 Bent tree Rd 03000 Name on Title **Custom Fields** Style 2 10/02/2024 2022 TD 00295 332S3 SEE CHELL INVE: 1221 E JACKSON .00 \$476.00 \$65,118.50 02953 Case Number: 2022 TD 003030 2 10/02/2024 2022 TD 00267 172531 .00 \$189.70 \$25,977.20 02675 BADARUDDIN SO 1800 Heinrich st F Result Date: 10/02/2024 Title Information: Name: David Perez-Grajales 5135 Bent tree Rd Address1: Address2: City: Milton State: FL 🕶 32583 Zip: Cancel Update 1 e e Page 1 of 1 -- - 30 V View 1 - 4 of φ ? TOTAL S: Items Count: 4 Balance: \$183,255.00 Clerk Fees: \$0.00 Rec Fees: \$170.00 Doc Stamps: \$1,350.30 Total Due: \$184,775.30 David Perez 80162 \$13,535.00 \$70,700,00

# SUMMATION WEEKLY

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

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 03030 ASSEMBLY TAX 36 LLC Baker

was published in said newspaper in and was printed and released from 8/28/2024 until 9/18/2024 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 9/18/2024, by MALCOLM BALLINGER, who is personally known to me.

NOTARY PUBL

Brooklyn Faith Coates
Notary Public
State of Florida
Comm# HH053675
Expires 10/14/2024

# SUMMATION WEEKLY

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

Deputy Clerk

cont. Emily Hogg, Deputy Clerk; 2022 TD 03030 ASSEMBLY TAX 36 LLC Baker

Order No: 7358

## NOTICE OF APPLICATION FOR TAX DEED By: Emily Hogg

NOTICE IS HEREBY GIVEN, That ASSEMBLY TAX 36 LLC holder of Tax 4WR8/28-9/18TD Certificate No. 03030, issued the 1st day of June, A.D., 2022 has filed same in my office and has made application for a tax deed to be issued thereon. Said certificate embraces the following described property in the County of Escambia, State of Florida, to wit:

BEG AT NW COR OF LT 38 S 105 FT FOR BEG ELY 315 FT SLY 105 FT WLY 315 FT NLY 105 FT TO BEG PART OF LT 38 PLAT DB 128 P 575 OR 6587 P 1044 OR 6604 P 34 CA 155

SECTION 34, TOWNSHIP 2 S, RANGE 30 W TAX ACCOUNT NUMBER 070597000 (1024-40)

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

## THERESA A BAKER

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 October, which is the 2nd day of October 2024.

Dated this 22nd day of August 2024.

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

PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

Name Emily Hogg, Deputy Clerk

Order Number 7358 Order Date 8/23/2024 Number Issues 4

Pub Count 1

First Issue 8/28/2024 Last Issue 9/18/2024 Order Price \$200.00

Publications The Summation Weekly

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

Pam Childers CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY FLORIDA INST# 2024076138 10/4/2024 9:11 AM OFF REC BK: 9213 PG: 1766 Doc Type: COM Recording \$18.50

# STATE OF FLORIDA **COUNTY OF ESCAMBIA**

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

**CERTIFICATE # 03030 of 2022** 

I, PAM CHILDERS, CLERK OF THE CIRCUIT COURT OF ESCAMBIA COUNTY, FLORIDA, do hereby certify that I did on August 15, 2024, mail a copy of the foregoing Notice of Application for Tax Deed, addressed to:

		THERESA A BAKER
İ	216 DOGWOOD DR	2065 TOMLINSON ROAD
	PENSACOLA, FL 32505	PENSACOLA, FL 32526

DAN A MATTSON PO BOX 36054

ESCAMBIA COUNTY / COUNTY ATTORNEY

ECUA

221 PALAFOX PLACE STE 430

PENSACOLA, FL 32516-6054 PENSACOLA FL 32502

ESCAMBIA COUNTY OFFICE OF CODE ENFORCEMENT

ESCAMBIA CENTRAL OFFICE COMPLEX

3363 WEST PARK PLACE

9255 STURDEVANT ST PENSACOLA, FL 32514

PENSACOLA FL 32505

WITNESS my official seal this 15th day of August 2024.

PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

By:

Emily Hogg Deputy Clerk

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

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 03030 ASSEMBLY TAX 36 LLC Baker

was published in said newspaper in and was printed and released from 8/28/2024 until 9/18/2024 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 9/18/2024, by MALCOLM BALLINGER, who is personally known to me.

Brooklyn Faith Coates Notary Public State of Florida Comm# HH053675 Expires 10/14/2024

A Weekly Publication of the Escambia-Santa Rosa Bar Association Since 2014 Order No: 7358 cont. Emily Hogg, Deputy Clerk; 2022 TD 03030 ASSEMBLY TAX 36 LLC Baker

NOTICE OF APPLICATION FOR TAX DEED By: Emily Hogg

NOTICE IS HEREBY GIVEN, That ASSEMBLY TAX 38 LLC holder of Tax 4WR8/28-9/16TD Centificate No. 0300, Issued the 1st day of June, AD, 2022 has filed same in my office and has made application for a tax deed to be Issued thereon. Said centificate emblaces the following described property in the County of Escappins State of Florida to wit:

BEG AT NW COR OF LT 38 S 105 FT FOR BEG ELY 315 FT SLY 105 FT WLY 315 FT NLY 105 FT TO BEG PART OF LT 38 PLAT UB 128 P 575 GR 6587 P 1044 OR 6604 P 34 CA 155

SECTION 34, TOWNSHIP 2 S, RANGE 30 W TAX ACCOUNT NUMBER 070597000

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

THEORYA A BAKER

Unless said certificate shall be redeemed according to law, the property described thereis will be sold to the Mohest bidder at public auction at 9:00 A.M. on the first Wadnesday in the month of October, which is

Dated this 22nd day of August 2024

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

PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

Name Emily Hogg, Deputy Clerk

Order Number 7358 Order Date 8/23/2024 Number Issues 4 Pub Count 1 First Issue 8/28/2024

Last Issue 9/18/2024 Order Price \$200.00 Publications The Summation Weekly

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

Pam Childers CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY FLORIDA INST# 2024076139 10/4/2024 9:11 AM OFF REC BK: 9213 PG: 1768 Doc Type: TXD Recording \$10.00 Deed Stamps \$494.90

Tax deed file number 1024-40

Parcel ID number 342S300380006038

# TAX DEED

Escambia County, Florida

for official use only

Tax Certificate numbered 03030 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 2nd day of October 2024, the land was offered for sale. It was sold to David Perez-Grajales, 5135 Bent Tree Rd Milton FL 32583, who was the highest bidder and has paid the sum of the bid

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: BEG AT NW COR OF LT 38 S 105 FT FOR BEG ELY 315 FT SLY 105 FT WLY 315 FT NLY 105 FT TO BEG PART OF LT 38 PLAT DB 128 P 575 OR 6587 P 1044 OR 6604 P 34 CA 155 SECTION 34, TOWNSHIP 2 S, RANGE 30 W

\*\* Property previously assessed to: THERESA A BAKER

On 2nd day of October 2024, in Escambia County, Florida, for the sum of (\$70,700.00) SEVENTY THOUSAND SEVEN HUNDRED AND

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

Mylinda Johnson

221 Palafox Place, Ste 110 ensacola, Fl

ly Hogg

221 Palafox Place, S Pensacola, FL 32502

Clerk of Court and Comptroller Escambia County, Florida

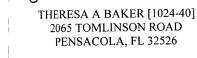


day of October, 20 24 before me personally appeared On this Clerk of Court and Comptroller in and for the State and this County known to me to be the person described in, and who executed the foregoing instrument, and acknowledged the execution of this instrument to be his own free act and deed for the use and purposes therein mentioned

Witness my hand and office seal date aforesaid

Emily Hogg Expires: March 15, 2027 Notary Public - State of Florida





0009/19/24 NIXIE

UNABLE TO FORWARD \*2638-00945-22-36 32502583335 

ANKK1: 9333510589

IA

# Pam Childers Clerk of the Circuit Court & Comptro

Official Records 221 Palafox Place, Suite 110 Pensacola, FL 32502



THERESA A BAKER 2065 TOMLINSON ROAD PENSACOLA, FL 32526

Tax Deed File # 1024-40 Certificate # 03030 of 2022 Account # 070597000



9171 9690 0935 0128 2963 44



**auadient** FIRST-CLASS MAIL

MIXIE 9010/12/24

Appropriate the second of the	2022 7	D 00303	^
Tax Certificate #			0
Account #	070597		
Property Owner	Theresa	A Baker	
Property Address	216 Dogwoo	d Dr 325	505
sold to: David Perez \$70,70	0.80		
Disbursed to/for:	Amount Pd:	Balance:	
Recording Fees (from TXD receipt)	\$ 523,40	\$	
Clerk Registry Fee (fee due clerk tab) Fee Code: OR860	\$1038.88	\$	
Tax Collector Fee (from redeem screen)	\$ 625	\$	
Certificate holder/taxes & app fees	\$ 2.552.81	\$	
Refund High Bidder unused sheriff fees	\$ 40.00	\$	
	\$ 00	\$ 67.052.80	10
Additional taxes	6 24 (4)	\$	
Postage final notices	SC 10an	\$	
COOK PA	0 1003	\$ 14493	77
Ecua	\$ 602.30	3 1-14-12	. 0 0
	\$	<u> </u>	
BALANCE IN TAX DEEDS SHOULD MATCH BALANCE IN	I BENCHMARK!!!!!!!!!		
Lien Information:		_ Due \$	1-0.1-0.1
ECUA 1094/854		Paid \$	TU1/10
		Due \$	\$ LOUZ 392
EQUA 1251/210		Paid \$	
		Due \$	51,932
CODE BUT TRUSTIZED 2	on ch oy	> \ \ > Paid \$	51,932.0
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Post sale process:		Notes:	
Tax Deed Results Report to Tax Collector	<u> </u>	<b>√</b> }	
Print Deed/Send to Admin for signature	<u> </u>	4	
Request check for recording fees/doc stamps	_	4	
Request check for Clerk Registry fee/fee due clerk	_	<del>//</del>	
Request check for Tax Collector fee (\$6.25 etc)	-	<del>-//</del>	
Request check for certificate holder refund/taxes & app fees	-	<del>*/</del> /	
Request check for any unused sheriff fees to high bidder	Ļ	<u>*</u>	
Print Final notices to all lienholders/owners	}	<del>-</del>	
Request check for postage fees for final notices	<del> </del>		
Determine government liens of record/ amounts due	<u>}</u>	$\dashv$	
Record Tax Deed/Certificate of Mailing Copy of Deed for file and to Tax Collector	+	-	
		i	



Official Records Book: 7726

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

# CODE ENFORCEMENT LIEN PAYOFF

OFFICIAL RECORDS
P.O. Box 333
Pensacola, FL 32591-0333
Check payable to Pam Childers,
Clerk Of The Circuit Court

Escambia County Governmental Complex 221 Palafox Place, Suite 110 Pensacola, FL 32501-5844 850-595-3930 FAX 850-595-4827

View Image

Page: 1227

Start	t Date	08/06/2017	<b>36</b> ,		Court Cost	550.00			
Reco	ording Fee	es 108.00							
	Copie	es 10.00	C	ertified Abatemen	t Costs 5,80	0.00			
Fine	Per Day	\$20.00			Date Of Payoff	10/26/2023	<b>3</b> £		
	CE16	CL 043883 5-08-03238 DOGWOOD DRI 0 7726/593,		6, 9089/1953,	8893/1674	AND 8893/1	.667		
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rei	Number Of Days Accrued	Fine	Court i	Reimbursement Of Costs		Preparing Fee For Cancellation	Preparation Fee for Payoff Quote	Certified Abatement Costs	: Total Due
20 00	2272	\$45,440,00	\$550.00	\$118.00	\$10.00	\$7.00	\$7.00	\$5,800.00	\$51,932.00

# **Mylinda Johnson (COC)**

From:

Cassandra Strickland < cassandra.strickland@ecua.fl.gov>

Sent:

Monday, October 7, 2024 10:52 AM

To:

Mylinda Johnson (COC)

Cc:

Emily Hogg (COC)

Subject:

[EXTERNAL]RE: ECUA LIENS - TAX DEED CASE 2022 TD 03030 THERESA BAKER

**Attachments:** 

216 DOGWOOD DR.pdf

**WARNING!** This email originated from an outside network. **DO NOT CLICK** links or attachments unless you recognize the sender and know the content is safe.

# Hello,

Termination Date	3/4/2022
Date Debt Paid	10/15/2024
Final Bill and or Write off Amount	\$409.38
Number of Days*	956
Interest %*	18.00%
Daily Rate of Interest*	\$0.2019
Total Interest*	\$193.00
Total Amount Due*	\$602.38
Balance	\$409.38
Interest	\$193.00
Recording Fee	
Total	\$602.38
Daily Interest	\$0.20

# Thank you, Cassandra Strickland

Cassandra Strickland | Customer Service Team Leader | Emerald Coast Utilities Authority |

P.O. Box 17089 | Pensacola, FL. 32522-7089 | Web: www.ecua.fl.gov |

Phone: (850) 969-6582 | Fax: (850) 969-1759 |



From: Mylinda Johnson (COC) <MJOHNSON@escambiaclerk.com>

Sent: Friday, October 4, 2024 2:07 PM

To: Cassandra Strickland < cassandra.strickland@ecua.fl.gov>

Cc: Emily Hogg (COC) < EHOGG@escambiaclerk.com>

Subject: ECUA LIENS - TAX DEED CASE 2022 TD 03030 THERESA BAKER

## \*\*WARNING:

DO NOT CLICK links or attachments from unknown senders

Good afternoon,

We have **two** ECUA liens that need to be paid from Tax Deed surplus funds. 7094/854 and 7257/210. Can you please provide a payoff for these? Thanks!

Recorded in Public Records 10/29/2013 at 01:53 PM OR Book 7094 Instrument #2013082598, Pam Childers Clerk of the Circuit Court County, FL Recording \$10.00

This Instrument Was Prepared By And Is To Be Returned To: CASSANDRA STRICKLAND, Emerald Coast Utilities Authority 9255 Sturdevant Street Pensacola, Florida 32514-0311

Customer: THERESA M BAKER

## **NOTICE OF LIEN**

# STATE OF FLORIDA COUNTY OF ESCAMBIA

Notice is hereby given that the EMERALD COAST UTILITES AUTHORITY hagainst the following described real property situated in Escambia County for water, wastewater and/or sanitation service provided to the following cus BEG AT NW COR OF LT 38 S 105 FT FOR BEG ELY 315 FT SLY 105 FT WLY 315 FT NLY TO BEG...

*	-	with additional	•	
Account Number: 296317-17419		anticolposare.		
OUGOVIIIO, PARTITION OF STREET			<u> </u>	•

Recorded in Public Records 11/12/2014 at 01:48 PM OR Book 7257 Instrument #2014084296, Pam Childers Clerk of the Circuit Court County, FL Recording \$10.00

This Instrument Was Prepared
By And Is To Be Returned To:
Nicole Lee
Emerald Coast Utilities Authority
9255 Sturdevant Street
Pensacola, Florida 32514-0311

# **NOTICE OF LIEN**

# STATE OF FLORIDA COUNTY OF ESCAMBIA

Notice is hereby given that the EMERALD COAST UTILITES AUTHORITY has a following described real property situated in Escambia County, Florida, for wa and/or sanitation service provided to the following customer:

BEG AT NW COR OF LT 38 S 105 FT FOR BEG ELY 315 FT SLY 105 FT WLY 315 FT NL'

Customer: Theresa M Baker

Account Number: 296317-17419



# Mylinda Johnson

Operations Supervisor 850-595-4813 mjohnson@escambiaclerk.com

Office of Pam Childers
Escambia County Clerk of the Circuit Court
& Comptroller
221 S. Palafox Street, Suite 110, Pensacola, FL 32502
www.EscambiaClerk.com

Under Florida law, written communication to or from the Escambia County Clerk's Office may be subject to public records disclosure.

Florida has a very broad public records law. Under Florida law, both the content of emails and email addresses are public records. If you do not want the content of your email or your email address released

in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in person.					
		4			

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5=Display Trn	Trn/Due	Descripti	on	Trn/Prv	Reference	Running
Opt Type	Date	•		Amount	Date/Num	Balance
WĀ ADJ	9/29/23	WRITE OFF	-WATER	248.89-	9/27/23	.00
_ SN ADJ	9/29/23	WRITE OFF	-SANITATION	140.49-	9/27/23	248.89
_ FU ADJ	9/29/23	WRITE OFF	-CAPITAL FU	7.50-	9/27/23	389.38
- CI ADJ	9/29/23	WRITE OFF	-CAPITAL IM	12.50-	9/27/23	396.88
FB BILL	3/10/22	FINAL BIL	L	33.29	3/14/22	409.38
DR PMT	3/10/22	DEP RFD	: FIBILL	21.50-		376.09
- BL BILL	2/16/22	CYCLE BIL	L	68.77	2/18/22	397.59
BL BILL	1/19/22	CYCLE BIL	L	71.17	1/21/22	328.82
F3=Exit F10=Change vi		ustments	F7=Pending F11=Payments	F8=Charg		More it history ie keys



# 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

DAN A MATTSON PO BOX 36054 PENSACOLA, FL 32516-6054

Tax Deed File # 1024-40 Certificate # 03030 of 2022 Account # 070597000

Property legal description:

BEG AT NW COR OF LT 38 S 105 FT FOR BEG ELY 315 FT SLY 105 FT WLY 315 FT NLY 105 FT TO BEG PART OF LT 38 PLAT DB 128 P 575 OR 6587 P 1044 OR 6604 P 34 CA 155

Pursuant to Chapter 197, F.S., the above property was sold at public sale on October 2, 2024, and a surplus of \$14,493.88 (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 8th day of October 2024.

COUNTY TO

ESCAMBIA COUNTY CLERK OF COURT

Deputy Clerk

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

9171 9690 0935 0128 2963 51



# 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

THERESA A BAKER 2065 TOMLINSON ROAD PENSACOLA, FL 32526

Tax Deed File # 1024-40 Certificate # 03030 of 2022 Account # 070597000

Property legal description:

BEG AT NW COR OF LT 38 S 105 FT FOR BEG ELY 315 FT SLY 105 FT WLY 315 FT NLY 105 FT TO BEG PART OF LT 38 PLAT DB 128 P 575 OR 6587 P 1044 OR 6604 P 34 CA 155

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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 8th day of October 2024.

ESCAMBIA, COUNTY

ITY CLERK OF COURT

By: 1
Deputy Clerk

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

9171 9690 0935 0128 2963 44



# 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

THERESA A BAKER 216 DOGWOOD DR PENSACOLA, FL 32505

Tax Deed File # 1024-40 Certificate # 03030 of 2022 Account # 070597000

Property legal description:

BEG AT NW COR OF LT 38 S 105 FT FOR BEG ELY 315 FT SLY 105 FT WLY 315 FT NLY 105 FT TO BEG PART OF LT 38 PLAT DB 128 P 575 OR 6587 P 1044 OR 6604 P 34 CA 155

Pursuant to Chapter 197, F.S., the above property was sold at public sale on October 2, 2024, and a surplus of \$14,493.88 (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 8th day of October 2024.

A COUNTY

ESCAMBIA COUNTY CLERK OF COURT

Deputy Clerk

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

9171 9690 0935 0128 2963 82



# 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

ECUA (7094/854 and 7257/210) 9255 STURDEVANT ST PENSACOLA, FL 32514

Tax Deed File # 1024-40 Certificate # 03030 of 2022 Account # 070597000

Property legal description:

BEG AT NW COR OF LT 38 S 105 FT FOR BEG ELY 315 FT SLY 105 FT WLY 315 FT NLY 105 FT TO BEG PART OF LT 38 PLAT DB 128 P 575 OR 6587 P 1044 OR 6604 P 34 CA 155

Pursuant to Chapter 197, F.S., the above property was sold at public sale on **October 2**, 2024, and a surplus of \$14,493.88 (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 8th day of October 2024.

ESCAMBIA COUNTY CLERK OF COURT

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

ESCAMBIA COUNTY OFFICE OF CODE ENFORCEMENT
2017 CL 043883 / CE16-08-03238 / AGAINST 216 DOGWOOD DR /
ALSO 7726/593, AMENDED 8893/1674, 8893/1667 AND COST ORDER AT 9090/106 AND 9089/1953

Tax Deed File # 1024-40 Certificate # 03030 of 2022 Account # 070597000

Property legal description:

BEG AT NW COR OF LT 38 S 105 FT FOR BEG ELY 315 FT SLY 105 FT WLY 315 FT NLY 105 FT TO BEG PART OF LT 38 PLAT DB 128 P 575 OR 6587 P 1044 OR 6604 P 34 CA 155

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

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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 8th day of October 2024.

COUNTY

ESCAMBIA COUNTY CLERK OF COURT

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

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2024078220 10/14/2024 12:18 PM
OFF REC BK: 9217 PG: 608 Doc Type: ROL

# STATE OF FLORIDA COUNTY OF ESCAMBIA

## **CANCELLATION OF LIEN**

Case No. CE16-08-03238

The Code Enforcement Special Master Order dated 6/6/2017, created pursuant to Section 30-34(d) of Escambia County Code of Ordinances and recorded as a lien on 6/9/2017 against THERESA A BAKER and ARTHUR J MANUEL, whose address is 216 DOGWOOD DR, 32505, is hereby satisfied by payment in full to Pam Childers, Clerk of the Circuit Court, Escambia County, FL, on this 14<sup>TH</sup> DAY OF OCTOBER, 2024.

OFFICIAL RECORDS BOOK/PG#S: 7726/1227, 7726/593, 8893/1674, 8893/1667, 9089/1953 and 9090/106

COUNT, HILL

PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

Bv:

Deputy Clerk

STATE OF FLORIDA COUNTY OF ESCAMBIA

Before the undersigned deputy clerk, personally appeared MYLINDA JOHNSON, 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, and acknowledged before me that she executed the same for the uses and purposes therein set forth.

Given under my hand and official seal this 14<sup>TH</sup> DAY OF OCTOBER, 2024.

COUNT OF THE PARTY 
PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

Deputy Clerk

Prepared by
Pam Childers
Clerk of the Circuit Court

# Escambia County Receipt of Transaction Receipt # 2024075215

Cashiered by: mkj

Pam Childers Clerk of Court Escambia County, Florida

**Received From** 

ESCAMBIA CLERK OF COURT TAX DEED CASE 2022 TD 03030 PENSACOLA, FL 32502

On Behalf Of:

On: 10/14/24 12:10 pm Transaction # 101937889

CaseNumber 2017 CL 043883						
Fee Description	Fee	<b>Prior Paid</b>	Waived	Due	Paid	Balance
(ORCEL) CODE ENFORCEMENT LIENS	51908.00	0.00	0.00	51908.00	51908.00	0.00
(OR861) PREPARE PAYOFF STATEMENT	7.00	0.00	0.00	7.00	7.00	0.00
(ORSOL) PREPARE & RECORD SATISFACTION	N 17.00	0.00	0.00	17.00	17.00	0.00
Total:	51932.00	0.00	0.00	51932.00	51932.00	0.00
Grand Total:	51932.00	0.00	0.00	51932.00	51932.00	0.00

PAYMENTS	

Payment Type	Reference		Amount	Refund	Overage	Change	Net Amount
CHECK	900037750	OK	51932.00	0.00	0.00	0.00	51932.00
	CHKNAME: ESCAMBIA CLERK OF COUR	RT					
	Payment	ts Total:	51932.00	0.00	0.00	0.00	51932.00



Official Records Book: 7726

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

### CODE ENFORCEMENT LIEN PAYOFF

OFFICIAL RECORDS
P.O. Box 333
Pensacola, FL 32591-0333
Check payable to Pam Childers,
Clerk Of The Circuit Court

Escambia County Governmental Complex 221 Palafox Place, Suite 110 Pensacola, FL 32501-5844 850-595-3930 FAX 850-595-4827

Page: 1227 View Image

-	,	, -	•	,	<del></del> -		•	
Start Date 0	8/06/2017	38		Court Cost	550.00			
Recording Fees	108.00			,				
Copies	10.00	Certi	fied Abatemer	at Costs 5,80	0.00			
Fine Per Day	\$20.00			Date Of Payoff	10/26/2023	[38	j	
CE16-	CL 043883 08-03238 OGWOOD DRIY 7726/593,	VE 9090/106,	9089/1953	, 8893/1674	AND 8893/1	667		
Notes:	<del></del>							
Fine Number , Per Of Days , Day Accrued	Accumulated Fine	Court Rei	Submit mbursement Of Costs		Preparing Fee For Cancellation	Preparation Fee for Payoff Quote	Certified Abatement Costs	: Total Due
20.00 2272	<b>\$</b> 45.440.00	\$550.00	\$118.00	\$10.00	\$7.00	\$7.00	\$5,800.00	\$51,932.00

### Pam Childers

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





quadient

FIRST-CLASS MAIL

9171 9690 0935 0128 2963 82

0010/14/24 FORWARD 32502583333 \*0238-00369-14-35

8

THERESA A BAKER 216 DOGWOOD DR PENSACOLA, FL 32505

NIXIE

Tax Deed File # 1024-40 Certificate # 03030 of 2022

32505-5321iS

# PLUTO ASSET RECOVERY, Inc

525K E Market St Suite 214 Leesburg, VA 20176 1-888-969-9277 info@pluto-ar.com

11/4/2024

Escambia Clerk of the Circuit Court Tax Deed Division 221 Palafox Place Suite 110 Pensacola, FL 32502

Re: Surplus Funds Tax Deed Acct# 1024-40 Certificate #03030/2022

To whom it may concern,

Please find enclosed documents regarding the above Tax Deed Surplus Funds.

- Completed Claim Form and notice of Surplus letter
- W9 Form for Pluto Asset Recovery, Inc.
- ID for Boyd Berbick, Director at Pluto Asset Recovery, Inc.
- Corrective contract for Deed for the sold property
- Good Standing State Corporation Commission for Pluto Asset Recovery, Inc.
- Assignment of Interest from Dan A Mattson
- ID for Dan A Mattson and letter from Dan A Mattson

Once processed, kindly forward the check for the surplus funds payable to **Pluto Asset Recovery, Inc** to the address below.

525K E Market Street Suite 214 Leesburg, VA 20176

Thank you for giving this matter your immediate attention.

Regards,

Boyd A Berbick, Director Pluto Asset Recovery, Inc

## CLAIM TO SURPLUS PROCEEDS OF A TAX DEED SALE

\*\*\*Claims must be filed within 120 days of the date of the surplus notice or they are barred.

Complete and return to: <u>Escambia Clerk of the Circuit Court, Tax Deed Division,</u> 221 Palafox Place, Ste 110, Pensacola, Florida 32502

Tax Deed Account # 1024-40 Certificate #03030 of 2022 Sale Date: 10/02/2024  Property Address: 216 Dogwood DR Pensacola FL 32505  Note: The Clerk of the Court must pay all valid liens before distributing surplus funds to a titleholder.  Claimant's Name: 1 Uto ASSet Recovery, Inc as assignee for Dankmattson owner  Contact Name, if Applicable: 525K E. Market St Sith 214 Leesburg of 2017  Telephone Number: 1-888-969-9277 )  Email Address: 525K E. Market St Sith 214 Leesburg of 2017  I am a (check one): 1 Lienholder Titleholder 1 Other
Select ONE:
I claim surplus proceeds resulting from the above tax deed sale.  I am NOT making a claim and waive any claim I might have to the surplus funds on this tax deed sale.
<ol> <li>LIENHOLDER INFORMATION (Complete if claim is based on a lien against the sold property.)</li> <li>Type of Lien: ☐ Mortgage; ☐ Court Judgment; ☐ Condo/HSA lien;</li> <li>☐ Government lien; ☐ Other</li> <li>Describe other:</li> </ol>
Describe other:   Book #:   Page #:     Lien Amount:   Amount Due:     Recording Date:   Book #:   Page #:     Lien Amount:   Amount Due:     **Include additional sheet if needed: □
2. <u>TITLEHOLDER INFORMATION</u> (Complete if claim is based on title formerly held on sold property.)  Nature of Title: A Deed; □ Court Judgment; □ Other, explain below  Recording Date: 6 17 200 Book #: 6604 Page #: 34
Amount of surplus tax deed sale proceeds claimed: \$14,493.88 +/-  Does the titleholder claim the subject property was homestead property: No  3. I request payment of any surplus funds due to me be mailed to: [who Asset Recovery, Inc.
525 K E Market St Suite 214 Leasburg, NA 20176
4. I hereby swear or affirm that all of the above information is true and correct.
Signature of Claimant: lor like  Print: Bay L. Berbick  STATE OF Victoria
COUNTY OF Londour
The foregoing instrument was acknowledged before me by means of V physical presence or online notarization, this 4th day of November, 2074, by Royal Bertoille.
ALONZO PIERRE RICHARDSON NOTARY PUBLIC REG# 8089742 COMMONWEALTH OF VIRGINIA MY COMMISSION EXPIRES JANUARY 31, 2027 Print Commissioned Name of Notary Public
Personally Known_OR Produced Identification \( \subsection \) Type of Identification Produced \( \subsection \) Ver's Gense

### **ASSIGNMENT OF INTEREST IN TAX DEED SURPLUS FUNDS**

COUNTY: ESCAMBIA CERTIFICATE#2022/3030 ACCOUNT#07-0597-000
SALE DATE: 10-2-24 SURPLUS AMOUNT: \$14,493.88+/-

For and in consideration of good and valuable consideration the receipt of which is hereby acknowledged, I **Dan A Mattson** ("Assignor"), whose address is <u>6 Kennington DR Pensacola</u>, FL 32507 hereby assigns to **Pluto Asset Recovery**, **Inc**, or assigns ("Assignee"), whose address is 525K E Market St Suite 214 Leesburg, VA 20176 all rights, title and interest to all of the monies (the "Surplus") currently held by <u>Escambia Clerk of the Circuit Court</u> and which Assignor could claim on his or her own or with Assignee, and hereby acknowledges and agrees as follows:

- Assignor represents that to the best of their knowledge:
  - a. They have not transferred, assigned or otherwise relinquished any remainder interest in the Monies to any person, company or organization; and they have not hired anyone or any company to claim the Monies being assigned herein for them or on their behalf.
  - b. Assignor agrees not to attempt to assign part or all of the right to claim Monies being transferred under this agreement to any person, company or organization in the future, or to hire anyone to process a claim for the Monies on their behalf.
- 2. In executing this assignment. Assignor acknowledges that:
  - a. Assignor has the legal right to file a claim for Assignor's interest in the funds. Assignor hereby grants, bargains, sells and assigns, fully and irrevocably, to Assignee, **Pluto Asset Recovery, Inc** or assigns, any and all right, title and interest in and to all such funds currently held by the government agency, as may be due.
  - b. Assignor has had the opportunity to consult with any attorney or person of their choice prior to executing this Assignment.
  - c. The distribution of any funds successfully recovered and the payment of any costs, including attorney's fees, is controlled by a separate, legally binding, agreement.
  - d. Assignee is not an attorney, is not representing to have special legal knowledge to Assignor and is not licensed to practice law. A licensed attorney will be hired to handle any and all judicial proceedings, if necessary.
- 3. Assignor understands the approximate amount of the Monies that may be recovered are: \$14,493.88

- 4. Assignor will hold harmless, protect, indemnify the Government Agency holding the Monies and each of its employees from all claims against any Government agency, department or entity that may arise from this assignment or any actions taken under this assignment.
- 5. This assignment is binding on all heirs, successors in interest, and assigns. Both Parties enter into this Agreement intending to be legally bound thereby and may not be altered or amended except in writing.
- 6. Assignor makes the above representations under oath and under penalty of perjury.

Dated this day of November, 20=24.
Jan 9. Matter
Dan A Mattson
State of Florida : ss.
County of Eschabia
I, the undersigned Notary Public in and for the State of $\frac{F \log 3}{2}$ , hereby certify that on the $\frac{15+}{2}$ day of
November, 202+, personally appeared before me
<u>Dan A Ma++son</u> , to me known to be the
ndividual(s) described in and who executed the within instrument or produced
FL Driver license (Type of identification) and acknowledged that he/she signed
the same as his free and voluntary act and deed, for the uses and purposes therein
mentioned.
Signed
Signed
Notary Public in and for the State of Floible
residing at <u>Escymbia</u>
My commission expires $3a\sqrt{1,2025}$



### Dan A Mattson 6 Kennington DR Pensacola, FL 32507

October 29th, 2024

Escambia Clerk of the Circuit Court Tax Deed Division 221 Palafox Place, Ste 110 Pensacola, Florida 32502

Re: Surplus funds Tax Deed Account# 07-0597-000 Certificate# 2022/3030

To whom it may concern,

Please be informed that a Corrective Contract for Deed between Theresa A Baker and myself was recorded on June 17, 2010, in OR 6604/34 of the official records in Escambia County. Unfortunately, Ms. Baker did not fulfill her obligations under the terms of the agreement, resulting in the reversion of the deed to my ownership of the property. For your reference, I have enclosed a copy of the corrective contract for deed. Should you have any inquiries regarding this matter, please do not hesitate to contact my agent, Boyd Berbick, at 1-888-969-9277 with Pluto Asset Recovery, Inc. Thank you for your prompt attention to this matter.

Sincerely,

Dan A Mattson, Owner



# Pam Childers

## 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

DAN A MATTSON PO BOX 36054 PENSACOLA, FL 32516-6054

Tax Deed File # 1024-40 Certificate # 03030 of 2022 Account # 070597000

Property legal description:

BEG AT NW COR OF LT 38 S 105 FT FOR BEG ELY 315 FT SLY 105 FT WLY 315 FT NLY 105 FT TO BEG PART OF LT 38 PLAT DB 128 P 575 OR 6587 P 1044 OR 6604 P 34 CA 155

Pursuant to Chapter 197, F.S., the above property was sold at public sale on October 2, 2024, and a surplus of \$14,493.88 (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 8th day of October 2024.

COUNTY

ESCAMBIA COUNTY CLERK OF COURT

Deputy Clerk

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

9171 9690 0935 0128 2963 51

Recorded in Public Records 06/17/2010 at 03:37 PM OR Book 6604 Page 34, Instrument #2010039055, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording \$44.00 Deed Stamps \$0.70

## Corrective

### CONTRACT FOR DEED

ESCAMBIA COUNTY OF FLORIDA

THIS DAY this agreement is entered into by and between <u>DAN A. MATTSON</u>, hereinafter referred to as "SELLER", whether one or more, and <u>THERESA A. BAKER</u>, hereinafter referred to as "PURCHASER", whether one or more, on the terms and conditions and for the purposes hereinafter set forth:

#### 1. SALE OF PROPERTY

For and in consideration of <u>One</u> Dollar (\$1.00) and other good and valuable considerations the receipt and sufficiency of which is hereby acknowledged, Seller does hereby agree to convey, sell, assign, transfer and set over unto Purchaser, the following property situated in <u>ESCAMBIA</u> County, State of <u>FLORIDA</u>, said property at <u>216 Dogwood Drive Pensacola 32507</u> being described as follows:

BEG AT NW COR OF LT 38 S 105 FT FOR BEG ELY 315 FT SLY 105 FT WLY 315 FT NLY 105 FT TO BEG PART OF LT 38 PLAT DB 128 P 575 OR 3025 P 500 CA 155.

Together with all rights of ownership associated with the property, including, but not limited to, all easements and rights benefiting the premises, whether or not such easements and rights are of record, and all tenements, hereditaments, improvements and appurtenances, including all lighting fixtures, plumbing fixtures, shades, venetian blinds, curtain rods, storm windows, storm doors, screens, awnings, if any, and now on the premises.

SUBJECT TO all recorded easements, rights-of-way, conditions, encumbrances and limitations and to all applicable building and use restrictions, zoning laws and ordinances, if any, affecting the property.

## 2. PURCHASE PRICE AND TERMS

The purchase price of the property shall be \$25,000. The purchaser does hereby agree to pay to the order of the Seller the sum of TWENTY FIVE THOUSAND Dollars (\$25,000), together with interest on the whole sum that shall be from time to time unpaid at the rate of 5% per cent, per annum, payable in the amount of \$265,16 dollars per month beginning on the 2<sup>nd</sup> day of JUNE, 2010 and continuing on the same day of each month thereafter until fully paid.

If interest is charged, interest shall be computed monthly and deducted from payment and the balance of payment shall be applied on principal.

3.
TIME OF THE ESSENCE

Time is of the essence in the performance of each and every term and provision in this agreement by Purchaser.

---

SECURITY

\* To correct paragraph - 1
and add witnesses as
recorded in OR Book
4587 at Page 1044 TAB

This contract shall stand as security of the payment of the obligations of Purchaser.

## POSSESSION OF PROPERTY

Purchaser shall take possession of the property and all improvements thereon upon execution of this contract and shall continue in the peaceful enjoyment of the property so long as all payments due under the terms of this contract are timely made.

6.

### TAXES, INSURANCE AND ASSESSMENTS

Taxes and Assessments: During the term of this contract:

Purchaser shall pay all taxes and assessments levied against the property.

Content Insurance: Purchaser shall be solely responsible for obtaining insurance of the contents, insuring contents owned by Purchaser. Seller shall be solely responsible for obtaining insurance on all contents owned by Seller.

Liability and Hazard Insurance: Liability insurance shall be maintained by Purchaser during the term of this contract naming Seller as an additional insured, in the amount of not less than \$50,000.

Fire, Hazard and Windstorm insurance: Fire, hazard and windstorm insurance shall be maintained as follows:

Prepared by: Theresa Baker 2065 Tomlinson Rd Pensacola, Fl 32526

- 1-

Contract for Deed

11/4/24, 2:32 PM

BK: 6604 PG: 35

(a) Purchaser shall obtain fire, hazard and windstorm insurance in the amount not less than \$25,000 on a policy of insurance naming Seller as additional insured.

ſœ

(a) If Purchaser does not choose (a) above, Seller shall obtain and pay for hazard, fire and windstorm insurance in an amount not less than \$25,000. In the event Seller elects this option, Purchaser shall repay the amount so paid by Seller within thirty (30) days of demand for same by Seller.

Should the Purchaser fail to pay any tax or assessment, or installment thereof, when due, or keep said buildings insured, Seller may pay the same and have the buildings insured, and the amounts thus expended shall be a lien on said premises and may be added to the balance then unpaid, or collected by Seller, in the discretion of Seller.

In case of any damage as a result of which said insurance proceeds are available, the Purchaser may, within sixty (60) days of said loss or damage, give to the Seller written notice of Purchaser's election to repair or rebuild the damaged parts of the premises, in which event said insurance proceeds shall be used for such purpose. The balance of said proceeds, if any, which remain after completion of said repairing or rebuilding, or all of said insurance proceeds if the Purchaser elects not to repair or rebuild, shall be applied first toward the satisfaction of any existing defaults under the terms of this contract, and then as a prepayment upon the principal balance owing. No such prepayment shall defer the time for payment of any remaining payments required by said contract. Any surplus of said proceeds in excess of the balance owing hereon shall be paid to the Purchaser.

7

#### **DEFAULT**

If the Purchaser shall fail to perform any of the covenants or conditions contained in this contract on or before the date on which the performance is required, the Seller shall give Purchaser notice of default or performance, stating the Purchaser is allowed fourteen (14) days from the date of the Notice to cure the default or performance. In the event the default or failure of performance is not cured within the 14 day time period, then Seller shall have any of the following remedies, in the discretion of Seller:

- (a) give the Purchaser a written notice specifying the failure to cure the default and informing the Purchaser that if the default continues for a period of an additional fifteen (15) days after service of the notice of failure to cure, that without further notice, this contract shall stand cancelled and Seller may regain possession of the property as provided herein; or
- (b) give the Purchaser a written notice specifying the failure to cure the default and informing the Purchaser that if the default continues for a period of an additional fifteen (15) days after service of the notice of failure to cure, that without further notice, the entire principal balance and unpaid interest shall be immediately due and payable and Seller may take appropriate action against Purchaser for collection of same according to the laws of the State of FLORIDA.

In the event of default in any of the terms and conditions or installments due and payable under the terms of this contract and Seller elects 7(a), Seller shall be entitled to immediate possession of the property.

In the event of default and termination of the contract by Seller, Purchaser shall forfeit any and all payments made under the terms of this contract including taxes and assessments as liquidated damages, Seller shall be entitled to recover such other damages as they may be due which are caused by the acts or negligence of Purchaser. The parties expressly agree that in the event of default not cured by the Purchaser and termination of this agreement, and Purchaser fails to vacate the premises, Seller shall have the right to obtain possession by appropriate court action.

## DEED AND EVIDENCE OF TITLE

Upon total payment of the purchase price and any and all late charges, and other amounts due Seller, Seller agrees to deliver to Purchaser a Warranty Deed to the subject property, at Seller's expense, free and clear of any liens or encumbrances other than taxes and assessments for the current year.

#### 11. NOTICES

All notices required hereunder shall be deemed to have been made when deposited in the U. S. Mail, postage prepaid, certified, return receipt requested, to the Purchaser or Seller at the addresses listed below. All notices required hereunder may be sent to:

- 2-

### Contract for Deed

BK: 6604 PG: 36

Seller:	Purchaser:
DAN A. MATTSON	THERESA A. BAKER
PO BOX 36054	2065 TOMLINSON ROAD
32516-6054	PENSACOLA, FL 32526

and when mailed, postage prepaid, to said address, shall be binding and conclusively presumed to be served upon said parties respectively.

### 12. ASSIGNMENT OR SALE

Purchaser shall not sell, assign, transfer or convey any interest in the subject property or this agreement, without first securing the written consent of the Seller.

## 13. PREPAYMENT

Purchaser to have the right to prepay, without penalty, the whole or any part of the balance remaining unpaid on this contract at any time before the due date.

## 14. ATTORNEY FEES

In the event of default, Purchaser shall pay to Seller, Seller's reasonable and actual attorneys' fees and expenses incurred by Seller in enforcement of any rights of Seller. All attorney fees shall be payable prior to Purchaser's being deemed to have corrected any such default.

### 15. **LATE PAYMENT CHARGES**

If Purchaser shall fail to pay, within fifteen (15) days after due date, any installment due hereunder, Purchaser shall be required to pay an additional charge of \$25.00. Such charge shall be paid to Seller at the time of payment of the past due installment.

## 16. CONVEYANCE OR MORTGAGE BY SELLER

If the Seller's interest is now or hereafter encumbered by mortgage, the Seller covenants that Seller will meet the payments of principal and interest thereon as they mature and produce evidence thereof to the Purchaser upon demand. In the event the Seller shall default upon any such mortgage or land contract, the Purchaser shall have the right to do the acts or make the payments necessary to cure such default and shall be reimbursed for so doing by receiving, automatically, credit to this contract to apply on the payments due or to become due hereon.

#### 17. ENTIRE AGREEMENT

This Agreement embodies and constitutes the entire understanding between the parties with respect to the transactions contemplated herein. All prior or contemporaneous agreements, understandings, representations, oral or written, are merged into this Agreement.

#### 18. AMENDMENT - WAIVERS

This Agreement shall not be modified, or amended except by an instrument in writing signed by all parties.

No delay or failure on the part of any party hereto in exercising any right, power or privilege under this Agreement or under any other documents furnished in connection with or pursuant to this Agreement shall impair any such right, power or privilege or be construed as a waiver of any default or any acquiescence therein. No single or partial exercise of any such right, power or privilege shall preclude the further exercise of such right, power or privilege, or the exercise of any other right, power or privilege. No waiver shall be valid against any party hereto unless made in writing and signed by the party against whom enforcement of such waiver is sought and then only to the extent expressly specified therein.

### SEVERABILITY

If any one or more of the provisions contained in this Agreement shall be held illegal or unenforceable by a court, no other provisions shall be affected by this holding. The parties intend that in the event one or more provisions of this agreement are declared invalid or unenforceable, the remaining provisions shall remain enforceable and this agreement shall be interpreted by a Court in favor of survival of all remaining provisions.

- 3 - Contract for Deed

11/4/24, 2:32 PM

BK: 6604 PG: 37

#### 20. HEADINGS

Section headings contained in this Agreement are inserted for convenience of reference only, shall not be deemed to be a part of this Agreement for any purpose, and shall not in any way define or affect the meaning, construction or scope of any of the provisions hereof.

#### 21. PRONOUNS

All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular, or plural, as the identity of the person or entity may require. As used in this agreement: (1) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender, (2) words in the singular shall mean and include the plural and vice versa, and (3) the word "may" gives sole discretion without any obligation to take any action.

#### 22. JOINT AND SEVERAL LIABILITY

All Purchasers, if more than one, covenants and agrees that their obligations and liability shall be joint and several.

### PURCHASER'S RIGHT TO REINSTATE AFTER ACCELERATION

If Purchaser defaults and the loan is accelerated, then Purchaser shall have the right of reinstatement as allowed under the laws of the State of Illinois, provided that Purchaser: (a) pays Lender all sums which then would be due under this agreement as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; and (c) pays all expenses incurred in enforcing this agreement, including, but not limited to, reasonable attorneys' fees, and other fees incurred for the purpose of protecting Seller's interest in the Property and rights under this agreement. Seller may require that Purchaser pay such reinstatement sums and expenses in one or more of the following forms, as selected by Seller: (a) cash, (b) money order, (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity or (d) Electronic Funds Transfer. Upon reinstatement by Purchaser, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred.

#### 24. HEIRS AND ASSIGNS

This contract shall be binding upon and to the benefit of the heirs, administrators, executors, and assigns of the parties hereto. However, nothing herein shall authorize a transfer in violation of paragraph (12).

Contract for Deed

1,1/4/24,•2:32 PM

BK: 6604 PG: 38 Last Page

IN WITNESS of THE SIGNATURES of the Parties	s this the 17 day of June, 20 10, I have set my hand a
seal. Signed, sealed and delivered in our presence.	
	,
SELLER:	PURCHASER:
(print) DAN A. MATTSON	[print] Theresa A Baker
[sign] Dan q. Mattan	[sign] Thereas Roker
WITNESS 1 for seller:	WITNESS 1 for purchaser:
[print] Hethur Masuel	[print] Anthree Magnel
[sign] Broke mad	[sign] Gad mad
WITNESS 2 for seller:	WITNESS 2 for purchaser:
[print] Carla 4. Evan	[print] Carle Y. Evans
[sign] Carla 4. Evans	[sign] Carla Ly. Evans
The foregoing instrument was acknowledged before	me this 17 day of June, 20 to by
	oduced identification of FL DL.
JAYNE M. INGRAM	
MY COMMISSION # DD 970239  EXPIRES: March 11, 2014	Notary Public: Laune M. Morac
(SEAL) Bonded Thru Budget Notary Services	Print Name: Jane M. Ingram
My commission expires:	Time Hame. Oddine It will be
3-11-14	
The foregoing instrument was acknowledged before	mothin 17 downer \ \\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\
(Purchaser) Theresa A Baker, w	
(ruremaser) The EST TO SEE	who produced identification of _ ( ) .
AYNE M. INGRAM  MY COMMISSION # DD 970239	Notary Public: Curve Mcharge
(SEAL) EXPIRES: March 11, 2014	
My commission expires:	Print Name: Jayne M Ingram
3-11-14	
Seller(s) Name and Address	Buyer(s) Name and Address
Name: 19 1 M - # 1	
Jan A Marien	Mereson A. Baker
6.0, DSX 36034	2N15 Tomlincon Pand
1 CW JA COUN	State: COSCOCO Time
PU . 313 16-603 P	PIOIDA ACOCK
Phone: 850-453-4376	1 850 - 346 - 8028

- 5 - Contract for Deed

ACTUAL SHERIFF \$80 MKJ
6/3/2024 FRANKIE BAKER, SON, 850-485-2359, CALLED FOR JUNE \$2,115.54. MN
8/26/2024 SHERIFF POSTED PROPERTY. EBH
8/27/2024 DAN MATTSON 850-453-4376 DID A CONTRACT FOR DEED BUT HE STATED TO ME
THAT SHE'S ALREADY PAID IT OFF. EBH
9/5/2024 SHERIFF SERVE FOR THERESA A BAKER WAS UNEXECUTED, HOUSE HAS BUSTED OUT
WINDOWS AND LOOKS TO BE VACANT. EBH
9/19/2024 POTENTIAL BUYER CALLED FOR INFORMATION. MKJ
10/1/2024 THERESA BAKER 850-778-3770 CALLED FOR AMOUNT \$2585.26. EBH
10/3/2024 KAYLIN, 850-202-6141 THERESA'S DAUGHTER CALLED FOR MORE INFO AND IF
THEY COULD SAVE THE PROPERTY. EBH

Submit

Reset

**Print Preview** 

### Mylinda Johnson (COC)

From:

Boyd B <boyd@pluto-ar.com>

Sent:

Monday, November 25, 2024 10:44 AM

To:

Mylinda Johnson (COC); Info Info

Cc:

Emily Hogg (COC)

Subject:

[EXTERNAL]Re: Theresa Baker - 2022 TD 03030

**WARNING!** This email originated from an outside network. **DO NOT CLICK** links or attachments unless you recognize the sender and know the content is safe.

Hello Mylinda,

Thank you for your response and inquiry. Please be advised that, according to the property owner, Mr. Dan Mattson, under the terms of the Contract for Deed with Ms. Theresa Baker "Purchaser", her responsibilities extended beyond merely making payments. Ms. Baker failed to fulfill other contractual obligations. Specifically, she was not authorized to make any alterations to the property before the contract's conclusion. Ms. Baker violated the agreement by completely removing the parking structure from the property, thereby breaching the Contract for Deed. Consequently, she forfeited her payments, and the deed reverted back to Mr. Dan Mattson as per the agreement. Thank you once again for your response. Should you have any further questions, please feel free to contact me.

Regards,

Boyd Berbick, Manager
Pluto Asset Recovery, Inc
525K E Market St
Suite 214
Leesburg, VA 20176
1-888-969-9277
https://plutoassetrecovery.com/

From: Mylinda Johnson (COC) <MJOHNSON@escambiaclerk.com>

Sent: Tuesday, November 12, 2024 3:35 PM

To: Info Info <info@pluto-ar.com>

Cc: Emily Hogg (COC) <EHOGG@escambiaclerk.com>

Subject: Theresa Baker - 2022 TD 03030

Good afternoon,

We received the claim on behalf of Dan Mattson. Do you have a statement showing what was paid to Dan under contract and the balance due?

We had notes on the case where Dan called our office prior to auction, on 8/27/2024, and stated that the contract was paid off.

He signed your statement of oath and under penalty of perjury, we are just trying to get clarification.

Thanks, Mylinda



### Mylinda Johnson Operations Supervisor 850-595-4813

mjohnson@escambiaclerk.com

Office of Pam Childers
Escambia County Clerk of the Circuit Court
& Comptroller
221 S. Palafox Street, Suite 110, Pensacola, FL 32502
www.EscambiaClerk.com

Under Florida law, written communication to or from the Escambia County Clerk's Office may be subject to public records disclosure.

### **Mylinda Johnson (COC)**

From:

Boyd B <boyd@pluto-ar.com>

Sent:

Thursday, December 26, 2024 10:44 AM

To:

Mylinda Johnson (COC); Info Info

Cc:

Emily Hogg (COC)

**Subject:** 

[EXTERNAL]Re: [EXTERNAL]Re: Theresa Baker - 2022 TD 03030

**WARNING!** This email originated from an outside network. **DO NOT CLICK** links or attachments unless you recognize the sender and know the content is safe.

Hello Mylinda,

Thank you for your inquiry. I have discussed the matter with Dan Mattson, who informed me that the parking structure removed by Theresa Baker from the property would have incurred a replacement cost of \$25,000 to \$30,000. This action constituted a clear breach of the Contract for Deed, as it involved altering the property during the agreement stage. Consequently, no deed was finalized with Theresa Baker, and the deed reverted to Dan Mattson. I trust this information will assist you in making your decision. Should you require any additional information, please do not hesitate to contact me. Thank you.

Regards,

Boyd Berbick, Manager
Pluto Asset Recovery, Inc
525K E Market St
Suite 214
Leesburg, VA 20176
1-888-969-9277
https://plutoassetrecovery.com/

From: Mylinda Johnson (COC) <MJOHNSON@escambiaclerk.com>

Sent: Monday, December 2, 2024 10:39 AM

To: Boyd B <boyd@pluto-ar.com>; Info Info <info@pluto-ar.com>

Cc: Emily Hogg (COC) <EHOGG@escambiaclerk.com>

Subject: RE: [EXTERNAL]Re: Theresa Baker - 2022 TD 03030

Good morning,

Theresa Baker was the title holder of record at the time of auction. The Property Appraiser did not have Dan listed as the owner.

We may have to get our legal counsel involved, especially when Mr. Mattson isn't claiming an unpaid balance owed on the mortgage.

It may have to be interpleaded.



### Mylinda Johnson

Operations Supervisor 850-595-4813 mjohnson@escambiaclerk.com

Office of Pam Childers
Escambia County Clerk of the Circuit Court
& Comptroller
221 S. Palafox Street, Suite 110, Pensacola, FL 32502
www.EscambiaClerk.com

Under Florida law, written communication to or from the Escambia County Clerk's Office may be subject to public records disclosure.

From: Boyd B <boyd@pluto-ar.com>

Sent: Monday, November 25, 2024 10:44 AM

To: Mylinda Johnson (COC) <MJOHNSON@escambiaclerk.com>; Info Info <info@pluto-ar.com>

Cc: Emily Hogg (COC) <EHOGG@escambiaclerk.com>
Subject: [EXTERNAL]Re: Theresa Baker - 2022 TD 03030

WARNING! This email originated from an outside network. DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

### Hello Mylinda,

Thank you for your response and inquiry. Please be advised that, according to the property owner, Mr. Dan Mattson, under the terms of the Contract for Deed with Ms. Theresa Baker "Purchaser", her responsibilities extended beyond merely making payments. Ms. Baker failed to fulfill other contractual obligations. Specifically, she was not authorized to make any alterations to the property before the contract's conclusion. Ms. Baker violated the agreement by completely removing the parking structure from the property, thereby breaching the Contract for Deed. Consequently, she forfeited her payments, and the deed reverted back to Mr. Dan Mattson as per the agreement. Thank you once again for your response. Should you have any further questions, please feel free to contact me.

### Regards,

Boyd Berbick, Manager
Pluto Asset Recovery, Inc
525K E Market St
Suite 214
Leesburg, VA 20176
1-888-969-9277
https://plutoassetrecovery.com/

From: Mylinda Johnson (COC) < MJOHNSON@escambiaclerk.com >

Sent: Tuesday, November 12, 2024 3:35 PM

To: Info Info < info@pluto-ar.com >

Cc: Emily Hogg (COC) <EHOGG@escambiaclerk.com>

Subject: Theresa Baker - 2022 TD 03030

Good afternoon,

We received the claim on behalf of Dan Mattson. Do you have a statement showing what was paid to Dan under contract and the balance due?

We had notes on the case where Dan called our office prior to auction, on 8/27/2024, and stated that the contract was paid off.

He signed your statement of oath and under penalty of perjury, we are just trying to get clarification.

Thanks, Mylinda



### Mylinda Johnson

Operations Supervisor 850-595-4813 mjohnson@escambiaclerk.com

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& Comptroller
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www.EscambiaClerk.com

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# **Pam Childers**

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

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

February 10, 2025

Pluto Asset Recovery Inc 525K E Market Street Leesburg, VA 20176

Re: Tax Certificate 2022 TD 03030

Dear Mr. Berbick,

Please find enclosed check # <u>QXXX8267</u> in the amount of \$14,493.88. This amount represents payment of the claim for the surplus funds being held by the Clerk's office as a result of the tax deed sale of real property located at 216 Dogwood Drive 32505.

Total \$14,493.88

Sincerely, Pam Childers

Clerk of the Circuit Court & Comptroller

By:

Mylinda K. Johnsoń, Deputy Clerk

Tax Deed Division

/mkj Enclosures

900038267

PAM CHILDERS
CLERK OF CIRCUIT COURT & COMPTROLLER
ESCAMBIA COUNTY, FLORIDA
P.O. BOX 333

PENSACOLA, FL 32591-0333 (850) 595-4140 REGISTRY ACCOUNT PENSACOLA, FLORIDA

Bankof America.

63-27 631

VOID AFTER 6 MONTHS

PAY

\*FOURTEEN THOUSAND FOUR HUNDRED NINETY-THREE AND 88/100

PLUTO ASSET RECOVERY INC

TO THE ORDER OF

PLUTO ASSET RECOVERY INC 525K E MARKET STREET

STE 214

LEESBURG, VA 20176

DATE

**AMOUNT** 

02/07/2025

314,493.88

PAM CHILDERS, CLERK OF COURT & COMPTROLLER

PAM CHILDERS
CLERK OF CIRCUIT COURT & COMPTROLLER

900038267

02/07/2025 2022 TD 003030 BAKER, THERESA A Case # 2022 TD 003030 Registry Check

14,493.88

900038267

02/07/2025 PLUTO ASSET RECOVERY INC

\$14,493.88

210-101

## Mylinda Johnson (COC)

From:

Codey Leigh (COC)

Sent:

Thursday, December 12, 2024 6:52 PM

To:

Mylinda Johnson (COC) Emily Hogg (COC)

Cc: Subject:

Re: 2022 TD 003030 (THERESA BAKER)

Mylinda,

Under this caselaw from the Best Practice (White v. Brousseau - pictured below) it provides that buyer holds equitable title and seller holds bare legal title. So, under 197.582 the "owner" is the one that has unlimited time to file. From my Shrewsbury litigation I've learned the "owner" doesn't always mean titleholder. Shrewsbury was the owner even though he didn't hold legal title. He enjoyed all the benefits of an owner and so in the eyes of the law he was deemed the "owner." But if you look to 197.502(4)(a) the statutory scheme equates "legal titleholder" to "owner." So here, in this part of the statute, it seems the word owner does equal legal title holder.

Now if we apply this here then it means the seller (Mattison) held bare legal title and so he is the owner and thus has unlimited time to file. The buyer (Theresa) thus does not have unlimited time to file and would only have 120 days. Ok so if Theresa doesn't file it seems we should pay Mattison after the 120 days. But, Mr. Berbick says there could be no alterations. I may be overlooking something, but I don't see that in the contract. Where does it say that alternations create a breach of the contract? Maybe we should ask Mr. Berbick?

c. Contracts for deed: This is a contract for real property in which the seller and the buyer repays the loan in installments. The seller retains the legal while permitting the buyer to take possession. When the full purchase princluding any interest, the seller is obligated to convey legal title to the property of the falls within FS 697.01 Torcise v. Perez, 319 So.2d, 41 (3d DCA 197 falls within FS 697.01.) White v. Brousseau, 566 So.2d 832 (1990) (unmortgage sale arrangement, buyer immediately receives and holds legal legal lien (mortgage) on land; whereas under the land contract sale arrangement are prices and holds equitable title and seller holds bare legal title only as a purchase price; form is different but substance is the same for equitable foreclosure in the event buyer defaults on payment of purchase price).

@ 12/24 BMAIL.

MACHIED

Codey Leigh, General Counsel

PAM CHILDERS, Clerk of the Circuit Court & Comptroller First Judicial Circuit, Escambia County 190 W Government Street

Pensacola, FL 32502 850.595.4312 Codey.Leigh@escambiaclerk.com www.EscambiaClerk.com

From: Mylinda Johnson (COC) <MJOHNSON@escambiaclerk.com>

Sent: Monday, December 2, 2024 9:43 AM

To: Codey Leigh (COC) <CLeigh@escambiaclerk.com> Cc: Emily Hogg (COC) <EHOGG@escambiaclerk.com> Subject: RE: 2022 TD 003030 (THERESA BAKER)

Hi Codey, No rush on this---- the 120-day claim period ends 2/10/2025.

This is the response I received from the finder company when asking about the balance due to Mr. Mattson on the contract for deed. This is the one where we had a phone conversation with Mr. Mattson prior to the auction and he stated that

the contract for deed was paid off. I asked for a statement showing the balance due to him as they did not indicate that on the claim.

Theresa Baker was listed as the owner at the time of auction, not Mr. Mattson, so I'm not sure what they mean by the deed reverting to Dan because of an unfulfilled agreement?

### Hello Mylinda,

Thank you for your response and inquiry. Please be advised that, according to the property owner, Mr. Dan Mattson, under the terms of the Contract for Deed with Ms. Theresa Baker "Purchaser", her responsibilities extended beyond merely making payments. Ms. Baker failed to fulfill other contractual obligations. Specifically, she was not authorized to make any alterations to the property before the contract's conclusion. Ms. Baker violated the agreement by completely removing the parking structure from the property, thereby breaching the Contract for Deed. Consequently, she forfeited her payments, and the deed reverted back to Mr. Dan Mattson as per the agreement. Thank you once again for your response. Should you have any further questions, please feel free to contact me.

Regards,



### Mylinda Johnson

Operations Supervisor 850-595-4813 mjohnson@escambiaclerk.com

Office of Pam Childers
Escambia County Clerk of the Circuit Court
& Comptroller
221 S. Palafox Street, Suite 110, Pensacola, FL 32502
www.EscambiaClerk.com

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From: Mylinda Johnson (COC)

Sent: Friday, November 8, 2024 8:04 AM

To: Codey Leigh (COC) <CLeigh@escambiaclerk.com>
Cc: Emily Hogg (COC) <EHOGG@escambiaclerk.com>
Subject: RE: 2022 TD 003030 (THERESA BAKER)

Yes, in the best practice it states that with a Contract for Deed the seller has a lien (mortgage), under a contract sales agreement. The buyer receives and holds equitable title, and the seller holds bare legal title only as a security for unpaid purchase price.



### Mylinda Johnson

Operations Supervisor 850-595-4813 mjohnson@escambiaclerk.com

Office of Pam Childers
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& Comptroller
221 S. Palafox Street, Suite 110, Pensacola, FL 32502
www.EscambiaClerk.com

Under Florida law, written communication to or from the Escambia County Clerk's Office may be subject to public records disclosure.

From: Codey Leigh (COC) < CLeigh@escambiaclerk.com >

Sent: Thursday, November 7, 2024 6:31 PM

To: Mylinda Johnson (COC) < MJOHNSON@escambiaclerk.com >

Cc: Emily Hogg (COC) < EHOGG@escambiaclerk.com > Subject: Re: 2022 TD 003030 (THERESA BAKER)

That seems like a way to call the bluff if that is what is happening.

I can't access the Best Practices at this point, but do we commonly recognize a Contract For Deed as a lien on the property? Or are you considering the Contract for Deed a lien because its listed on the Property Information Report?

## Codey Leigh, General Counsel

PAM CHILDERS, Clerk of the Circuit Court & Comptroller First Judicial Circuit, Escambia County 190 W Government Street Pensacola, FL 32502 850.595.4312 Codey.Leigh@escambiaclerk.com www.EscambiaClerk.com

From: Mylinda Johnson (COC) < MJOHNSON@escambiaclerk.com >

Sent: Wednesday, November 6, 2024 1:30 PM

**To:** Codey Leigh (COC) < <u>CLeigh@escambiaclerk.com</u>> **Cc:** Emily Hogg (COC) < <u>EHOGG@escambiaclerk.com</u>>

Subject: 2022 TD 003030 (THERESA BAKER)

Hi Codey,

We have a Tax Deed claim from a finder company (Pluto Asset Recovery) on behalf of a lienholder (Dan Mattson, Contract for Deed from 2010).

We have notes in our system that Dan Mattson called, prior to the auction......

Case notes: 8/27/2024 DAN MATTSON 850-453-4376 DID A CONTRACT FOR DEED BUT HE STATED TO ME THAT SHE'S ALREADY PAID IT OFF. EBH

Now he's claiming as a lienholder. He didn't provide a statement of how much is due to him. Do you think we should ask for an Affidavit, with a statement of perjury?

Thoughts?



## Mylinda Johnson

Operations Supervisor 850-595-4813 mjohnson@escambiaclerk.com

Office of Pam Childers
Escambia County Clerk of the Circuit Court
& Comptroller
221 S. Palafox Street, Suite 110, Pensacola, FL 32502
www.EscambiaClerk.com

Under Florida law, written communication to or from the Escambia County Clerk's Office may be subject to public records disclosure.

Recorded in Public Records 05/04/2010 at 11:50 AM OR Book 6587 Page 1044, Instrument #2010027978, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording \$103.50 Deed Stamps \$175.00 MTG Stamps \$87.50 Int. Tax \$50.00

## CONTRACT FOR DEED

THIS DAY this agreement is entered into by and between <u>DAN A. MATTSON</u>, hereinafter referred to as "SELLER", whether one or more, and <u>THERESA A. BAKER</u>, hereinafter referred to as "PURCHASER", whether one or more, on the terms and conditions and for the purposes hereinafter set forth:

### 1. SALE OF PROPERTY

For and in consideration of <u>TWENTY FIVE THOUSAND</u> Dollars (\$25,000) and other good and valuable considerations the receipt and sufficiency of which is hereby acknowledged, Seller does hereby agree to convey, sell, assign, transfer and set over unto Purchaser, the following property situated in <u>ESCAMBIA</u> County, State of <u>FLORIDA</u>, said property at <u>216 Dogwood Drive Pensacola</u> 32507 being described as follows:

BEG AT NW COR OF LT 38 S 105 FT FOR BEG ELY 315 FT SLY 105 FT WLY 315 FT NLY 105 FT TO BEG PART OF LT 38 PLAT DB 128 P 575 OR 3025 P 500 CA 155.

SUBJECT TO all recorded easements, rights-of-way, conditions, encumbrances and limitations and to all applicable building and use restrictions, zoning laws and ordinances, if any, affecting the property.

RECORDED AS RECEIVED

Prepared by:
Theresa Baker
2015 Tomlinson Rd
Pensacolo, Fl. 32524

- 1 -Contract for Deed

# 2. PURCHASE PRICE AND TERMS

The purchase price of the property shall be \$25,000. The purchaser does hereby agree to pay to the order of the Seller the sum of <u>TWENTY FIVE THOUSAND</u> Dollars (\$25,000) upon execution of this agreement, with the balance of \$25,000 being due and payable as follows:

Balance payable, together with interest on the whole sum that shall be from time to time unpaid at the rate of 5% per cent, per annum, payable in the amount of \$265.16 dollars per month beginning on the  $3^{rd}$  day of JUNE, 2010 and continuing on the same day of each month thereafter until fully paid.

If interest is charged, interest shall be computed monthly and deducted from payment and the balance of payment shall be applied on principal.

### 3. TIME OF THE ESSENCE

Time is of the essence in the performance of each and every term and provision in this agreement by Purchaser.

RECORDED AS RECEIVED

RECORDED AS RECEIVED

### 4.

### SECURITY

This contract shall stand as security of the payment of the obligations of Purchaser.

# 5. MAINTENANCE OF IMPROVEMENTS

All improvements on the property, including, but not limited to, buildings, trees or other improvements now on the premises, shall be a part of the security for the performance of this contract and shall not be removed therefrom. Purchaser shall not commit, or suffer any other person to commit, any waste or damage to said premises or the appurtenances and shall keep the premises and all improvements in as good condition as they are now.

## 6. CONDITION OF IMPROVEMENTS

Purchaser agrees that the Seller has not made, nor makes any representations or warranties as to the condition of the premises, the condition of the buildings, appurtenances and fixtures locate thereon, and/or the location of the boundaries. Purchaser accepts the property in its "as-is" condition without warranty of any kind.

# 7. POSSESSION OF PROPERTY

Purchaser shall take possession of the property and all improvements thereon upon execution of this contract and shall continue in the peaceful enjoyment of the property so long as all payments due under the terms of this contract are timely made. Purchaser agrees to keep the property in a good state of repair and in the event of termination of this contract, Purchaser agrees to return the property to Seller in substantially the same condition as it now exists, ordinary wear and tear excepted.

### 8. TAXES, INSURANCE AND ASSESSMENTS

Taxes and Assessments: During the term of this contract:

# RECORDED AS RECEIVED

Purchaser shall pay all taxes and assessments levied against the property.

Content Insurance: Purchaser shall be solely responsible for obtaining insurance of the contents, insuring contents owned by Purchaser. Seller shall be solely responsible for obtaining insurance on all contents owned by Seller.

Liability and Hazard Insurance: Liability insurance shall be maintained by Purchaser during the term of this contract naming Seller as an additional insured, in the amount of not less than

\$ 50,000.

Fire, Hazard and Windstorm insurance: Fire, hazard and windstorm insurance shall be maintained as follows: (Select one)

(a) Purchaser shall obtain fire, hazard and windstorm insurance in the amount not less than

- (a) rurchaser shall obtain the, hazziru and windstoff insurance in the amount not less than \$25,000. on a policy of insurance naming Seller as additional insured.
- (b) Seller shall obtain and pay for hazard, fire and windstorm insurance in an amount not less than \$\_\_\_\_\_\_. In the event Seller elects this option, Purchaser shall repay the amount so paid by Seller within thirty (30) days of demand for same by Seller.

Should the Purchaser fail to pay any tax or assessment, or installment thereof, when due, or keep said buildings insured, Seller may pay the same and have the buildings insured, and the amounts thus expended shall be a lien on said premises and may be added to the balance then unpaid, or collected by Seller, in the discretion if Seller.

In case of any damage as a result of which said insurance proceeds are available, the Purchaser may, within sixty (60) days of said loss or damage, give to the Seller written notice of Purchaser's election to repair or rebuild the damaged parts of the premises, in which event said insurance proceeds shall be used for such purpose. The balance of said proceeds, if any, which remain after completion of said repairing or rebuilding, or all of said insurance proceeds if the Purchaser elects not to repair or rebuild, shall be applied first toward the satisfaction of any existing defaults under the terms of this contract, and then as a prepayment upon the principal balance owing. No such prepayment shall defer the time for payment of any remaining payments required by said contract. Any surplus of said proceeds in excess of the balance owing hereon shall be paid to the Purchaser.

# RECORDED AS RECEIVED DEFAULT

If the Purchaser shall fail to perform any of the covenants or conditions contained in this contract on or before the date on which the performance is required, the Seller shall give Purchaser notice of default or performance, stating the Purchaser is allowed fourteen (14) days from the date of the Notice to cure the default or performance. In the event the default or failure of performance is not cured within the 14 day time period, then Seller shall have any of the following remedies, in the discretion of Seller:

- (a) give the Purchaser a written notice specifying the failure to cure the default and informing the Purchaser that if the default continues for a period of an additional fifteen (15) days after service of the notice of failure to cure, that without further notice, this contract shall stand cancelled and Seller may regain possession of the property as provided herein; or
- (b) give the Purchaser a written notice specifying the failure to cure the default and informing the Purchaser that if the default continues for a period of an additional fifteen (15) days after service of the notice of failure to cure, that without further notice, the entire principal balance and unpaid interest shall be immediately due and payable and Seller may take appropriate action against Purchaser for collection of same according to the laws of the State of FLORIDA.

In the event of default in any of the terms and conditions or installments due and payable under the terms of this contract and Seller elects 9(a), Seller shall be entitled to immediate possession of the property.

In the event of default and termination of the contract by Seller, Purchaser shall forfeit any and all payments made under the terms of this contract including taxes and assessments as liquidated damages, Seller shall be entitled to recover such other damages as they may be due which are caused by the acts or negligence of Purchaser.

The parties expressly agree that in the event of default not cured by the Purchaser and termination of this agreement, and Purchaser fails to vacate the premises, Seller shall have the right to obtain possession by appropriate court action.

# 10. <u>DEED AND EVIDENCE OF TITLE</u>

Upon total payment of the purchase price and any and all late charges, and other amounts due Seller, Seller agrees to deliver to Purchaser a Warranty Deed to the subject property, at Seller's expense, free and clear of any liens or encumbrances other than taxes and assessments for the current year.

RECORDED AS RECEIVED

### 11. NOTICES

All notices required hereunder shall be deemed to have been made when deposited in the U. S. Mail, postage prepaid, certified, return receipt requested, to the Purchaser or Seller at the addresses listed below. All notices required hereunder may be sent to:

### Seller:

DAN A. MATTSON

PO BOX 36054

32516-6054

Purchaser:

THERESA A. BAKER

2065 TOMLINSON ROAD

PENSACOLA FL. 32526

and when mailed, postage prepaid, to said address, shall be binding and conclusively presumed to be served upon said parties respectively.

## 12. ASSIGNMENT OR SALE

Purchaser shall not sell, assign, transfer or convey any interest in the subject property or this agreement, without first securing the written consent of the Seller.

BK: 6587 PG: 1050

RECORDED AS RECEIVED

# 13. PREPAYMENT

Purchaser to have the right to prepay, without penalty, the whole or any part of the balance remaining unpaid on this contract at any time before the due date.

### 14. ATTORNEY FEES

In the event of default, Purchaser shall pay to Seller, Seller's reasonable and actual attorneys' fees and expenses incurred by Seller in enforcement of any rights of Seller. All attorney fees shall be payable prior to Purchaser's being deemed to have corrected any such default.

## 15. LATE PAYMENT CHARGES

If Purchaser shall fail to pay, within fifteen (15) days after due date, any installment due hereunder, Purchaser shall be required to pay an additional charge of \$25.00. Such charge shall be paid to Seller at the time of payment of the past due installment.

# 16. CONVEYANCE OR MORTGAGE BY SELLER

If the Seller's interest is now or hereafter encumbered by mortgage, the Seller covenants that Seller will meet the payments of principal and interest thereon as they mature and produce evidence thereof to the Purchaser upon demand. In the event the Seller shall default upon any such mortgage or land contract, the Purchaser shall have the right to do the acts or make the payments necessary to cure such default and shall be reimbursed for so doing by receiving, automatically, credit to this contract to apply on the payments due or to become due hereon.

### 17. ENTIRE AGREEMENT

This Agreement embodies and constitutes the entire understanding between the parties with respect to the transactions contemplated herein. All prior or contemporaneous agreements,

understandings, representations, oral or written, are merged into this Agreement.

## 18. AMENDMENT – WAIVERS

This Agreement shall not be modified, or amended except by an instrument in writing signed by all parties.

No delay or failure on the part of any party hereto in exercising any right, power or privilege under this Agreement or under any other documents furnished in connection with or pursuant to this Agreement shall impair any such right, power or privilege or be construed as a waiver of any default or any acquiescence therein. No single or partial exercise of any such right, power or privilege shall preclude the further exercise of such right, power or privilege, or the exercise of any other right, power or privilege. No waiver shall be valid against any party hereto unless made in writing and signed by the party against whom enforcement of such waiver is sought and then only to the extent expressly specified therein.

RECORDED AS RECEIVED

## 19. SEVERABILITY

If any one or more of the provisions contained in this Agreement shall be held illegal or unenforceable by a court, no other provisions shall be affected by this holding. The parties intend that in the event one or more provisions of this agreement are declared invalid or unenforceable, the remaining provisions shall remain enforceable and this agreement shall be interpreted by a Court in favor of survival of all remaining provisions.

### 20. HEADINGS

Section headings contained in this Agreement are inserted for convenience of reference only, shall not be deemed to be a part of this Agreement for any purpose, and shall not in any way define or affect the meaning, construction or scope of any of the provisions hereof.

### 21. PRONOUNS

- 8 - Contract for Deed

# RECORDED AS RECEIVED

All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular, or plural, as the identity of the person or entity may require. As used in this agreement:

(1) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender, (2) words in the singular shall mean and include the plural and vice versa, and (3) the word "may" gives sole discretion without any obligation to take any action.

## 22. JOINT AND SEVERAL LIABILITY

All Purchasers, if more than one, covenants and agrees that their obligations and liability shall be joint and several.

# 23. PURCHASER'S RIGHT TO REINSTATE AFTER ACCELERATION

If Purchaser defaults and the loan is accelerated, then Purchaser shall have the right of reinstatement as allowed under the laws of the State of Illinois, provided that Purchaser: (a) pays Lender all sums which then would be due under this agreement as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; and (c) pays all expenses incurred in enforcing this agreement, including, but not limited to, reasonable attorneys' fees, and other fees incurred for the purpose of protecting Seller's interest in the Property and rights under this agreement. Seller may require that Purchaser pay such reinstatement sums and expenses in one or more of the following forms, as selected by Seller: (a) cash, (b) money order, (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity or (d) Electronic Funds Transfer. Upon reinstatement by Purchaser, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred.

### 24. HEIRS AND ASSIGNS

This contract shall be binding upon and to the benefit of the heirs, administrators, executors,

#1	and assigns of the parties hereto. However, nothing herein shall authorize a transfer in violation of paragraph (12).  25.  OTHER PROVISIONS	
	N/A	
	WITNESS THE SIGNATURES of the Parties this the 5 day of May	
	2010 . RECORDED AS RECEIVED	
	SELLERY  SELLERY  Dan G. Mallon  Dan A. MA 77501  Thereso A. Baker	

STATE OF <u>FLORIDA</u>	
	. 440.4
The Congoing instrument was acknowledged	d before me this 5 day of May
2010 by Dan 4 Mayson and	Theresa A Bakerya
JAYNE N. INGRAM NY COMMISSION & DD 970239 EXPIRES: March 11, 2014 Bonded Two Bodget Notary Services	Notary Public M. Sugar
(SEAL)	Print Name: Jayne M Ingram
My commission expires:	
RECO	ORDED AS RECEIVED
COUNTY OF ESCAMBIA  The foregoing instrument was acknowledg  20 by Theresa A Bakey  JAYNE M. INGRAM  UY COMMISSION # DO 970238  EXPIRES: March 11, 2014  Bended Tree Budget Notary Berkon  My commission expires:  3-11-14	Notary Public  Print Name: Jayne M Ingram
Seller(s) Name and Address	Buyer(s) Name and Address
Name:	Name:
Address:	Address:
	City:
City:	State: Zip:
State: Zip:	Phone:
Phone:	

6587 PG: 1055 Last Page BK:

# RECORDED AS RECEIVED

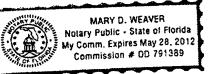
Promissory	Note	- • •
\$25,000	Date: 5/3/10	20 <u>10</u>
Principal amount: \$25,000  I, THERESA A. BAKER (Barrower/Buyer) do promi (Lender) the sum of TWENTY FIVE THOUSAND Doll property, and all rights to said property loc	ise to pay <u>DAN A. MATTS(</u> lars (\$25,000), for hous cated at <u>216 Dogwood Dr</u>	ON se, real Pensacola
fl 32507 and having a legal description of		
BEG AT NW COR OF LT 38 S 105 FT FOR BEG ELY 105 FT TO BEG PART OF LT 38 PLAT DB 128 P 57		
I agree to pay interest at the yearly rate of Payment shall be made in monthly installment month/installment for principal and interest continue through for 120 months or until the	on the $3^{rd}$ Day of each principal is paid in f	month and
A late penalty charge will be imposed in payment is over 10 days late. This note by borrower without premium or penalty. This note shall be transferred to ARTHUR J.  BAKER's death and all agreements will still event of DAN A. MATTSON's death this contractions are contracted.	MANUEL in the event of apply in full same effect shall remain in effect	THERESA A. ect. In the
DAN A. MATTSON agrees that to the best of h judgments, encumbrances, or any other debts furthermore agrees not to advertise, lease, debts to said property. DAN A. MATTSON is i selling said property to THERESA A. BAKER a A. BAKER all the rights of use and ownershifurthermore, while buying said property and and/or the \$25,000 has been paid in full the immediately transfer clear title/deed of ownershifurmediately transfer clear title/deed of own	take out any loans or in full agreement that he is stated above and alloup such as homesteading, if once all payments have nen DAN A. MATTSON agreements to Theresa A. Expression of the transfer of the trans	cause any e is ws THERESA and been made
First payment will be paid on <u>June-03-2010</u> . See attack	Theresa A. I	
	-	
	and the same of th	

STATE OF FLORIDA COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this who produced identification of

Notary Public May welle

Created by:
Theresa Baker
2065 Tomlinson Rd
Pensacola fl 32520



Recorded in Public Records 06/17/2010 at 03:37 PM OR Book 6604 Page 34, Instrument #2010039055, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording \$44.00 Deed Stamps \$0.70

# Corrective

## CONTRACT FOR DEED

ESCAMBIA COUNTY OF FLORIDA

THIS DAY this agreement is entered into by and between DAN A. MATISON, hereinafter referred to as "SELLER", whether one or more, and THERESA A. BAKER, hereinafter referred to as "PURCHASER", whether one or more, on the terms and conditions and for the purposes hereinafter set forth:

# SALE OF PROPERTY

For and in consideration of Que Dollar (\$1.00) and other good and valuable considerations the receipt and sufficiency of which is hereby acknowledged, Seller does hereby agree to convey, sell, assign, transfer and set over unto Purchaser, the following property situated in ESCAMBIA County, State of FLORIDA, said property at 216 Dogwood Drive Pensacola 32507 being described as follows:

BEG AT NW COR OF LT 38 S 105 FT FOR BEG ELY 315 FT SLY 105 FT WLY 315 FT NLY 105 FT TO BEG PART OF LT 38 FLAT DB 128 P 575 OR 3025 P 500 CA 155.

Together with all rights of ownership associated with the property, including, but not limited to, all easements and rights benefiting the premises, whether or not such easements and rights are of record, and all tenements, hereditaments, improvements and appurtenances, including all lighting fixtures, plumbing fixtures, shades, venetian blinds, curtain rods, storm windows, storm doors, screens, awnings, if any, and now on the premises.

SUBJECT TO all recorded easements, rights-of-way, conditions, encumbrances and limitations and to all applicable building and use restrictions, zoning laws and ordinances, if any, affecting the property.

# PURCHASE PRICE AND TERMS

The purchase price of the property shall be \$25,000. The purchaser does hereby agree to pay to the order of the Seller the sum of TWENTY FIVE THOUSAND Dollars (\$25,000), together with interest on the whole sum that shall be from time to time unpaid at the rate of 5% per cent, per annum, payable in the amount of \$265.16 dollars per month beginning on the 3rd day of JUNE, 2010 and continuing on the same day of each month thereafter until fully paid.

If interest is charged, interest shall be computed monthly and deducted from payment and the balance of payment shall be applied on principal. 3.

TIME OF THE ESSENCE

Time is of the essence in the performance of each and every term and provision in this agreement by Purchaser.

SECURITY

\* To correct paragraph - 1
and add witnesses as recorded in OR Book 4587 at Page 1044 TAB

This contract shall stand as security of the payment of the obligations of Purchaser.

# POSSESSION OF PROPERTY

Purchaser shall take possession of the property and all improvements thereon upon execution of this contract and shall continue in the peaceful enjoyment of the property so long as all payments due under the terms of this contract are timely made.

## TAXES, INSURANCE AND ASSESSMENTS

Taxes and Assessments: During the term of this contract:

Purchaser shall pay all taxes and assessments levied against the property.

Content Insurance: Purchaser shall be solely responsible for obtaining insurance of the contents, insuring contents owned by Purchaser. Seller shall be solely responsible for obtaining insurance on all contents owned by Seller.

Liability and Hazard Insurance: Liability insurance shall be maintained by Purchaser during the term of this contract naming Seller as an additional insured, in the amount of not less than \$50,000.

Fire, Hazard and Windstorm insurance: Fire, hazard and windstorm insurance shall be maintained as follows:

prepared by: Theresa Baker 2065 Tomlinson Rd Pensacola, Fl 32526

- 1-

Contract for Deed

(a) Purchaser shall obtain fire, hazard and windstorm insurance in the amount not less than \$25,000 on a policy of insurance naming Seller as additional insured.

(or)

(a) If Purchaser does not choose (a) above, Seller shall obtain and pay for hazard, fire and windstorm insurance in an amount not less than \$25,000. In the event Seller elects this option, Purchaser shall repay the amount so paid by Seller within thirty (30) days of demand for

Should the Purchaser fail to pay any tax or assessment, or installment thereof, when due, or keep said buildings insured, Seller may pay the same and have the buildings insured, and the amounts thus expended shall be a lien on said premises and may be added to the balance then unpaid, or collected by Seller, in the discretion

In case of any damage as a result of which said insurance proceeds are available, the Purchaser may, within sixty (60) days of said loss or damage, give to the Selled written notice of Purchaser's election to repair or rebuild the damaged parts of the premises, in which event said insurance proceeds shall be used for such purpose The balance of said proceeds, if any, which remain after completion of said repairing or rebuilding, or all of said insurance proceeds if the Purchaser elects not to repair or rebuild, shall be applied first toward the satisfaction of any existing defaults under the terms of this contract, and then as a prepayment upon the principal balance owing. No such prepayment shall defer the time for payment of any remaining payments required by said contract. Any surplus of said proceeds in excess of the balance owing hereon shall be paid to the Purchaser.

### DEFAULT

If the Purchaser shall fail to perform any of the covenants or conditions contained in this contract on or before the date on which the performance is required, the Seller shall give Purchaser notice of default or performance, stating the Purchaser is allowed fourteen (14) days from the date of the Notice to cure the default or performance. In the event the default or failure of performance is not cured within the 14 day time period, then Seller shall have any of the following remedies, in the discretion of Seller:

- give the Purchaser a written notice specifying the failure to cure the default and informing the Purchaser that if the default continues for a period of an additional fifteen (15) days after service of the notice of failure to cure, that without further notice, this contract shall stand cancelled and (a) Seller may regain possession of the property as provided herein; or
- give the Purchaser a written notice specifying the failure to cure the default and informing the Purchaser that if the default continues for a period of an additional fifteen (15) days after service of the notice of failure to cure, that without further notice, the entire principal balance and unpaid **(b)** interest shall be immediately due and payable and Seller may take appropriate action against Purchaser for collection of same according to the laws of the State of FLORIDA.

In the event of default in any of the terms and conditions or installments due and payable under the terms of this contract and Seller elects 7(a), Seller shall be entitled to immediate possession of the property.

In the event of default and termination of the contract by Seller, Purchaser shall forfeit any and all payments made under the terms of this contract including taxes and assessments as liquidated damages, Seller shall be entitled to recover such other damages as they may be due which are caused by the acts or negligence of Purchaser. The parties expressly agree that in the event of default not cured by the Purchaser and termination of this agreement, and Purchaser fails to vacate the premises, Sellection shall have the right to obtain possession by appropriate court action.

10.

## DEED AND EVIDENCE OF ITTLE

Upon total payment of the purchase price and any and all late charges, and other amounts due Seller, Seller agrees to deliver to Purchaser a Warranty Deed to the subject property, at Seller's expense, free and clear of any liens or encumbrances other than taxes and assessments for the current year.

### 11. NOTICES

All notices required hereunder shall be deemed to have been made when deposited in the U. S. Mail, postage prepaid, certified, return receipt requested, to the Purchaser or Seller at the addresses listed below. All notices required hereunder may be sent to:

	Parchaser:
Seller:	THERESA A. BAKER
DAN A MATTSON	2065 TOMLINSON ROAD
PO BOX 36054	PENSACOLA, FL 32526
32516-6054	ively presumed to be served upon said parties respectively.

and when mailed, postage prepaid, to said address, shall be binding and conclusively presumed to be served upon said parties respectively.

# ASSIGNMENT OR SALE

Purchaser shall not sell, assign, transfer or convey any interest in the subject property or this agreement, without first securing the written consent of the Seller.

# PREPAYMENT

Purchaser to have the right to prepay, without penalty, the whole or any part of the balance remaining unpaid on this contract at any time before the due date.

### 14. ATTORNEY FEES

In the event of default, Purchaser shall pay to Seller, Seller's reasonable and actual attorneys' fees and expenses incurred by Seller in enforcement of any rights of Seller. All attorney fees shall be payable prior to Purchaser's being deemed to have corrected any such default.

## LATE PAYMENT CHARGES

If Purchaser shall fail to pay, within fifteen (15) days after due date, any installment due hereunder, Purchaser shall be required to pay an additional charge of \$25.00. Such charge shall be paid to Seller at the time of payment of the past due installment.

# CONVEYANCE OR MORTGAGE BY SELLER

If the Seller's interest is now or hereafter encumbered by mortgage, the Seller covenants that Seller will meet the payments of principal and interest thereon as they mature and produce evidence thereof to the Purchaser upon demand. In the event the Seller shall default upon any such mortgage or land contract, the Purchaser shall have the right to do the acts or make the payments necessary to cure such default and shall be reimbursed for so doing by receiving, automatically, credit to this contract to apply on the payments due or to become due hereon.

## ENTIRE AGREEMENT

This Agreement embodies and constitutes the entire understanding between the parties with respect to the transactions contemplated herein. All prior or contemporaneous agreements, understandings, representations, oral or written, are merged into this Agreement.

# AMENDMENT - WAIVERS

This Agreement shall not be modified, or amended except by an instrument in writing signed by all parties.

No delay or failure on the part of any party hereto in exercising any right, power or privilege under this Agreement or under any other documents furnished in connection with or pursuant to this Agreement shall impair any such right, power or privilege or be construed as a waiver of any default or any acquiescence therein. No single or partial exercise of any such right, power or privilege shall preclude the further exercise of such right, power or privilege, or the exercise of any other right, power or privilege. No waiver shall be valid against any party hereto unless made in writing and signed by the party against whom enforcement of such waiver is sought and then only to the extent expressly specified therein. 19.

## SEVERABILITY

If any one or more of the provisions contained in this Agreement shall be held illegal or unenforceable by a court, no other provisions shall be affected by this holding. The parties intend that in the event one or more provisions of this agreement are declared invalid or unenforceable, the remaining provisions shall remain enforceable and this agreement shall be interpreted by a Court in favor of survival of all remaining provisions.

### 20. HEADINGS

Section headings contained in this Agreement are inserted for convenience of reference only, shall not be deemed to be a part of this Agreement for any purpose, and shall not in any way define or affect the meaning, construction or scope of any of the provisions hereof.

### 21. PRONOUNS

All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular, or plural, as the identity of the person or entity may require. As used in this agreement: (1) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender, (2) words in the singular shall mean and include the plural and vice versa, and (3) the word "may" gives sole discretion without any obligation to take any action.

# JOINT AND SEVERAL LIABILITY

All Purchasers, if more than one, covenants and agrees that their obligations and liability shall be joint and several.

# PURCHASER'S RIGHT TO REINSTATE AFTER ACCELERATION

If Purchaser defaults and the loan is accelerated, then Purchaser shall have the right of reinstatement as allowed under the laws of the State of Illinois, provided that Purchaser: (a) pays Lender all sums which then would be due under this agreement as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; and (c) pays all expenses incurred in enforcing this agreement, including, but not limited to, reasonable attorneys' fees, and other fees incurred for the agreements; and (c) pays all expenses in the Property and rights under this agreement. Seller may require that Purchaser pay such reinstatement sums and expenses in one or more of the following forms, as selected by Seller: (a) cash, (b) money order, (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity or (d) Electronic Funds Transfer. Upon reinstatement by Purchaser, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred.

### 24. HEIRS AND ASSIGNS

This contract shall be binding upon and to the benefit of the beirs, administrators, executors, and assigns of the parties hereto. However, nothing herein shall authorize a transfer in violation of paragraph (12).

IN WITNESS of THE SIGNATURES of the Parties the	his the 17 day of June, 20 10, I have set my hand
seal. Signed, sealed and delivered in our presence.	
SELLER:	PURCHASER:
[print] DAN A. MATTSON	[print] Theresa A Baker
[sign] Wan 9. Mattan	[sign] Theres & Baker
WITNESS 1 for seller:	WITNESS 1 for purchaser:
[print] Athur, Marcel	[print] Hather Marvel
[sign] One made	[sign] Gut Man
WITNESS 2 for seller:	WITNESS 2 for purchaser:
C	[print] Carle Y. Evans
4 E M	[sign] Carla Ly. Evans
[sign] Carra 4. and	•
The foregoing instrument was acknowledged before me this 17 day of June, 20 to by	
(Seller) Dan A Mattson who produced identification of FLOL.	
Scher) DOLD JAYNE M. INGRAM	n <sub>n</sub>
MY COMMISSION # DD 970239 EXPIRES: March 11, 2014	Notary Public: Jame III Mysac
(SEAL) Bonded Thru Budget Notary Services	Print Name: Jayne M. Ingram
My commission expires:	
3-11-14	
The foregoing instrument was acknowledged before me this \( \frac{11}{2} \) day of \( \frac{1010}{2010} \) by	
A COLLEGE A SALE AND A	
(Purchaser) Theresa A Baker, who produced identification of Fault	
JAYNE M. INGRAM  WY COMMISSION # DO 970239	Notary Public: Jame Mayor
(SEAL) EXPIRES: March 11, 2014	Print Name: Jayne M Ingram
My commission expires:	Fine Name.
3 -11-14	
	Buyer(s) Name and Address
Seller(s) Name and Address	Name: Theresa A. Baker
Address: Da Rex 36054	Address: 2015 Tomlinson Road
6.0,000	City: O
City: PEWSA COCA	State: Floure 3252le
State: FL 21p: 32516-6054	
Phone: 850-453-4376	Phone: 850 - 346 - 8028