



# 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

(A)

**Part 1: Tax Deed Application Information**

Applicant Name Applicant Address	ASSEMBLY TAX 36, LLC ASSEMBLY TAX 36 LLC FBO SEC PTY PO BOX 12225 NEWARK, NJ 07101-3411	Application date	Apr 11, 2024
Property description	BAKER THERESA A 216 DOGWOOD DR PENSACOLA, FL 32505 216 DOGWOOD DR 07-0597-000 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 L (Full legal attached.)	Certificate #	2022 / 3030
		Date certificate issued	06/01/2022

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

Column 1 Certificate Number	Column 2 Date of Certificate Sale	Column 3 Face Amount of Certificate	Column 4 Interest	Column 5: Total (Column 3 + Column 4)
# 2022/3030	06/01/2022	330.96	16.55	347.51
<b>→Part 2: Total*</b>				<b>347.51</b>

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

Column 1 Certificate Number	Column 2 Date of Other Certificate Sale	Column 3 Face Amount of Other Certificate	Column 4 Tax Collector's Fee	Column 5 Interest	Total (Column 3 + Column 4 + Column 5)
# 2023/3028	06/01/2023	622.41	6.25	39.94	668.60
<b>Part 3: Total*</b>					<b>668.60</b>

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

1. Cost of all certificates in applicant's possession and other certificates redeemed by applicant (*Total of Parts 2 + 3 above)	1,016.11
2. Delinquent taxes paid by the applicant	0.00
3. Current taxes paid by the applicant	494.92
4. Property information report fee	200.00
5. Tax deed application fee	175.00
6. Interest accrued by tax collector under s.197.542, F.S. (see Tax Collector Instructions, page 2)	0.00
<b>7. Total Paid (Lines 1-6)</b>	<b>1,886.03</b>

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

Sign here: Candice Lewis  
Signature, Tax Collector or Designee

Escambia, Florida  
Date April 22nd, 2024

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

<b>Part 5: Clerk of Court Certified Amounts (Lines 8-14)</b>	
8. Processing tax deed fee	
9. Certified or registered mail charge	
10. Clerk of Court advertising, notice for newspaper, and electronic auction fees	
11. Recording fee for certificate of notice	
12. Sheriff's fees	
13. Interest (see Clerk of Court Instructions, page 2)	
14. <b>Total Paid (Lines 8-13)</b>	
15. Plus one-half of the assessed value of homestead property, if applicable under s. 197.502(6)(c), F.S.	33,736.50
16. Statutory opening bid (total of Lines 7, 14, 15, and 16 if applicable)	
Sign here: _____ Date of sale <u>10/02/2024</u> Signature, Clerk of Court or Designee	

INSTRUCTIONS + 6.25

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

# APPLICATION FOR TAX DEED

Section 197.502, Florida Statutes

512  
R. 12/16

Application Number: 2400152

To: Tax Collector of ESCAMBIA COUNTY, Florida

I,  
ASSEMBLY TAX 36, LLC  
ASSEMBLY TAX 36 LLC FBO SEC PTY  
PO BOX 12225  
NEWARK, NJ 07101-3411,

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

Account Number	Certificate No.	Date	Legal Description
07-0597-000	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

I agree to:

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

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

Electronic signature on file  
ASSEMBLY TAX 36, LLC  
ASSEMBLY TAX 36 LLC FBO SEC PTY  
PO BOX 12225  
NEWARK, NJ 07101-3411

04-11-2024  
Application Date

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



# Chris Jones Escambia County Property Appraiser

[Real Estate Search](#)

[Tangible Property Search](#)

[Sale List](#)

[Back](#)

← Nav. Mode  Account  Parcel ID →

[Printer Friendly Version](#)

<b>General Information</b> <b>Parcel ID:</b> 342S300380006038 <b>Account:</b> 070597000 <b>Owners:</b> BAKER THERESA A <b>Mail:</b> 216 DOGWOOD DR PENSACOLA, FL 32505 <b>Situs:</b> 216 DOGWOOD DR 32505 <b>Use Code:</b> SINGLE FAMILY RESID <b>Taxing Authority:</b> COUNTY MSTU <b>Tax Inquiry:</b> <a href="#">Open Tax Inquiry Window</a> Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector						<b>Assessments</b> <table border="1"> <thead> <tr> <th>Year</th> <th>Land</th> <th>Imprv</th> <th>Total</th> <th>Cap Val</th> </tr> </thead> <tbody> <tr> <td>2023</td> <td>\$16,024</td> <td>\$106,298</td> <td>\$122,322</td> <td>\$67,473</td> </tr> <tr> <td>2022</td> <td>\$16,024</td> <td>\$100,006</td> <td>\$116,030</td> <td>\$65,508</td> </tr> <tr> <td>2021</td> <td>\$16,024</td> <td>\$79,599</td> <td>\$95,623</td> <td>\$63,600</td> </tr> </tbody> </table> <p style="text-align: center;"><a href="#">Disclaimer</a></p> <p style="text-align: center;"><a href="#">Tax Estimator</a></p> <p style="text-align: center;"><a href="#">File for Exemption(s) Online</a></p> <p style="text-align: center;"><a href="#">Report Storm Damage</a></p>					Year	Land	Imprv	Total	Cap Val	2023	\$16,024	\$106,298	\$122,322	\$67,473	2022	\$16,024	\$100,006	\$116,030	\$65,508	2021	\$16,024	\$79,599	\$95,623	\$63,600																
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<b>Sales Data</b> <table border="1"> <thead> <tr> <th>Sale Date</th> <th>Book</th> <th>Page</th> <th>Value</th> <th>Type</th> <th>Official Records (New Window)</th> </tr> </thead> <tbody> <tr> <td>06/17/2010</td> <td>6604</td> <td>34</td> <td>\$100</td> <td>SC</td> <td></td> </tr> <tr> <td>05/05/2010</td> <td>6587</td> <td>1044</td> <td>\$25,000</td> <td>SC</td> <td></td> </tr> <tr> <td>06/1991</td> <td>3025</td> <td>500</td> <td>\$32,200</td> <td>WD</td> <td></td> </tr> <tr> <td>04/1990</td> <td>2839</td> <td>226</td> <td>\$40,300</td> <td>CT</td> <td></td> </tr> <tr> <td>12/1987</td> <td>2490</td> <td>956</td> <td>\$52,000</td> <td>WD</td> <td></td> </tr> </tbody> </table> Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller						Sale Date	Book	Page	Value	Type	Official Records (New Window)	06/17/2010	6604	34	\$100	SC		05/05/2010	6587	1044	\$25,000	SC		06/1991	3025	500	\$32,200	WD		04/1990	2839	226	\$40,300	CT		12/1987	2490	956	\$52,000	WD		<b>2023 Certified Roll Exemptions</b> HOMESTEAD EXEMPTION, TOTAL & PERMANENT <hr/> <b>Legal Description</b> 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... <hr/> <b>Extra Features</b> CARPORT FRAME GARAGE				
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**Parcel Information** [Launch Interactive Map](#)

**Section Map Id:**  
[CA155](#)

**Approx. Acreage:**  
0.8012

**Zoned:**   
HDMU  
HDMU  
HDMU  
HDMU  
HDMU  
HDMU  
HDMU

**Evacuation & Flood Information:** [View Florida Department of Environmental Protection \(DEP\) Data](#)

Map showing parcel boundaries with dimensions: 210 (top), 105 (right), 315 (bottom), 43.61 (bottom-right). A vertical dimension of 105 is also shown on the left side.

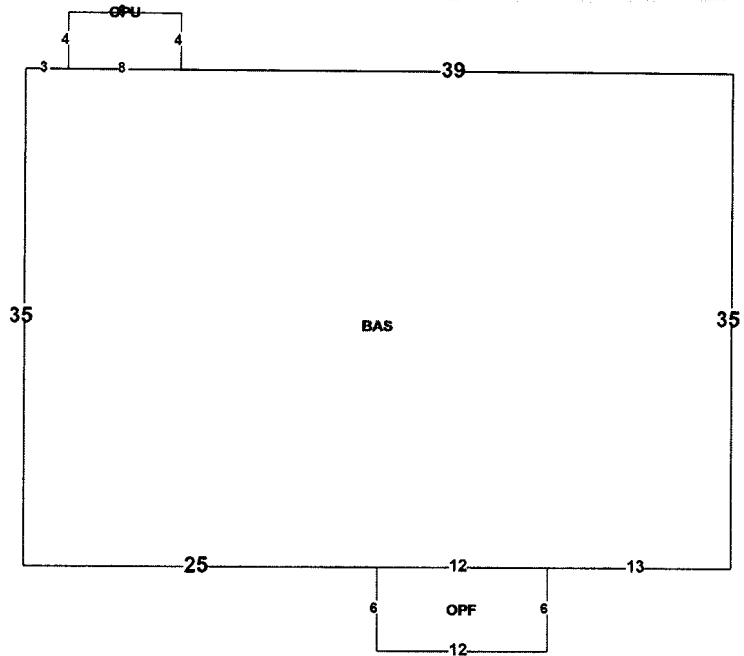
Open  
Report

Buildings

Address: 216 DOGWOOD DR, Year Built: 1956, Effective Year: 1956, PA Building ID#: 82313

Structural Elements

DECOR/MILLWORK-AVERAGE  
DWELLING UNITS-1  
EXTERIOR WALL-VINYL SIDING  
FLOOR COVER-HARDWOOD/PARQUET  
FOUNDATION-WOOD/SUB FLOOR  
HEAT/AIR-CENTRAL H/AC  
INTERIOR WALL-DRYWALL-PLASTER  
NO. PLUMBING FIXTURES-3  
NO. STORIES-1  
ROOF COVER-COMPOSITION SHG  
ROOF FRAMING-GABLE  
STORY HEIGHT-0  
STRUCTURAL FRAME-WOOD FRAME



Areas - 1822 Total SF

BASE AREA - 1750  
OPEN PORCH FIN - 72  
OPEN PORCH UNF - 0

Images



5/31/2022 12:00:00 AM



5/31/2022 12:00:00 AM

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

## 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)**

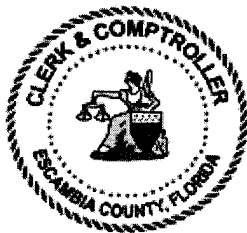
The assessment of the said property under the said certificate issued was in the name of

**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.



PAM CHILDERS  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY, FLORIDA

By:  
Emily Hogg  
Deputy Clerk



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

THE ATTACHED REPORT IS ISSUED TO:

SCOTT LUNSFORD, ESCAMBIA COUNTY TAX COLLECTOR

TAX ACCOUNT #: 07-0597-000 CERTIFICATE #: 2022-3030

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

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

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

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

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

Period Searched: June 5, 2004 to and including June 5, 2024 Abstractor: Pam Alvarez

BY

Michael A. Campbell,  
As President  
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.





**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)**

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

## CONTRACT FOR DEED

THIS DAY this agreement is entered into by and between DAN A. MATTSON, 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:

1.  
**SALE OF PROPERTY**

For and in consideration of TWENTY FIVE THOUSAND 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 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 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.

RECORDED AS RECEIVED

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

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) 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<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.

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 \$ 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 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.

RECORDED AS RECEIVED **9.**  
**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.**  
**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:

**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.



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**

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 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

**SELLER:**  
Dan A. Mattson  
DAN A. MATTSOIN  
\_\_\_\_\_  
\_\_\_\_\_

**PURCHASER:**  
Theresa A. Baker  
Theresa A. Baker  
\_\_\_\_\_  
\_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 5 day of May,  
2010 by Dan A Mathson and Theress A Baker<sup>9d</sup>



JAYNE M. INGRAM  
MY COMMISSION # DD 970239  
EXPIRES: March 11, 2014  
Bonded Three Budget Notary Services

Jayne M. Ingram  
Notary Public

(SEAL)

Print Name: Jayne M Ingram

My commission expires:  
3-11-14

RECORDED AS RECEIVED

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 5 day of May,  
2010 by Theress A Baker



JAYNE M. INGRAM  
MY COMMISSION # DD 970239  
EXPIRES: March 11, 2014  
Bonded Three Budget Notary Services

Jayne M. Ingram  
Notary Public

(SEAL)

Print Name: Jayne M Ingram

My commission expires:  
3-11-14

Seller(s) Name and Address		Buyer(s) Name and Address	
Name:		Name:	
Address:		Address:	
City:		City:	
State:	Zip:	State:	Zip:
Phone:		Phone:	

RECORDED AS RECEIVED

Promissory Note

Copy

Principal amount: \$25,000

Date: 5/3/10 2010

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 3rd 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 ARTHUR J. MANUEL in the event of THERESA A. BAKER's 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.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

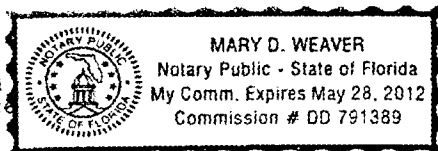
*Theresa A. Baker*  
\_\_\_\_\_  
*Theresa A. Baker*  
\_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 3 day of May 2010 by Theresa A. Baker who produced identification of RDL.

*Mary Weaver*  
\_\_\_\_\_  
Notary Public *Mary Weaver*

Created by:  
Theresa Baker  
2065 Tomlinson Rd  
Pensacola fl 32526



*Corrective*

**CONTRACT FOR DEED**

ESCAMBIA COUNTY OF FLORIDA

THIS DAY this agreement is entered into by and between DAN A. MATTSO, 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:

**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 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 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.

*\* To correct paragraph - 1 and add witnesses as recorded in OR Book 6587 at Page 1044 TAB*

**4.  
SECURITY**

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

(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  
PO BOX 36054  
32516-6054

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.

**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.

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 the 17 day of June, 20 10, I have set my hand and seal. Signed, sealed and delivered in our presence.

**SELLER:**

[print] DAN A. MATTSO  
 [sign] Dan A. Mattson

**WITNESS 1 for seller:**

[print] Arthur Manuel  
 [sign] Arthur Manuel

**WITNESS 2 for seller:**

[print] Carla Y. Evans  
 [sign] Carla Y. Evans

**PURCHASER:**

[print] Theresa A Baker  
 [sign] Theresa A Baker

**WITNESS 1 for purchaser:**

[print] Arthur Manuel  
 [sign] Arthur Manuel

**WITNESS 2 for purchaser:**

[print] Carla Y. Evans  
 [sign] Carla Y. Evans

The foregoing instrument was acknowledged before me this 17 day of June, 20 10 by  
 (Seller) Dan A Mattson, who produced identification of FL DL.



JAYNE M. INGRAM  
 MY COMMISSION # DD 970239  
 EXPIRES: March 11, 2014  
 Bonded Thru Budget Notary Services

(SEAL)

My commission expires:  
3-11-14

Notary Public: Jayne M. Ingram  
 Print Name: Jayne M Ingram

The foregoing instrument was acknowledged before me this 17 day of June, 2010 by  
 (Purchaser) Theresa A Baker, who produced identification of F-DL.



JAYNE M. INGRAM  
 MY COMMISSION # DD 970239  
 EXPIRES: March 11, 2014  
 Bonded Thru Budget Notary Services

(SEAL)

My commission expires:  
3-11-14

Notary Public: Jayne M. Ingram  
 Print Name: Jayne M Ingram

Seller(s) Name and Address		Buyer(s) Name and Address	
Name:	<u>Dan A. Mattson</u>	Name:	<u>Theresa A. Baker</u>
Address:	<u>P.O. Box 36054</u>	Address:	<u>2015 Tomlinson Road</u>
City:	<u>PENSACOLA</u>	City:	<u>Pensacola</u>
State:	<u>FL</u> Zip: <u>32516-6054</u>	State:	<u>Florida</u> Zip: <u>32526</u>
Phone:	<u>850-453-4376</u>	Phone:	<u>850-346-8028</u>

54, 193.20

3025 PB 500

VA Form 26-6408a Jan 1986 Rev. Section 1820, Title 38, U.S.C. SPECIAL WARRANTY DEED 17-4-770345 FLORIDA

8 8 5 7 2 8

THIS INDENTURE, made this 21st day of June 1991 BETWEEN the Secretary of Veterans Affairs, an Officer of the United States of America, whose address is Department of Veterans Affairs, P.O.Box 1437, St Petersburg, FL 33731, hereinafter called Grantor, and

FILED AND RECORDED IN THE PUBLIC RECORDS OF FLORIDA

DAN A. HATTSON, A SINGLE MAN

with permanent post-office address at 216 DOGWOOD DRIVE PENSACOLA 32506, hereinafter called Grantee(s) in the County of ESCAMBIA, State of FLORIDA, WITNESSETH, That said Grantor for and in consideration of the sum of Ten Dollars (\$10) in hand paid by Grantee(s) and other consideration

the receipt whereof is acknowledged, hereby grants, bargains, and sells to Grantee(s) and Grantee's heirs or successors and assigns, forever, the following-described land in the county of ESCAMBIA State of Florida, to-wit:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 4, SECTION 34, T-2-8, R-30-W, ACCORDING TO PLAT RECORDED IN DEED BOOK 128, PAGE 575 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE RUN SOUTH 105.00 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 105.00 FEET; THENCE EASTERLY 315.00 FEET; THENCE NORTHERLY 105.00 FEET; THENCE WESTERLY 315.00 FEET TO THE POINT OF BEGINNING.

This conveyance is expressly made subject to a Purchase Money Short Form of Mortgage to be executed by the Grantee(s) herein to the Grantor in the sum of \$27,200.00. Said mortgage to be given to secure debt representing balance of purchase price of real property herein described. This deed is made subject to all covenants, restrictions, easements and limitations of record, also subject to the lien and effect of all taxes and/or municipal liens of every nature levied or assessed against the aforesaid property for subsequent years.

TO HAVE AND TO HOLD the above-described property, with appurtenances, unto said Grantee(s), and Grantee's heirs or successors and assigns, forever.

Grantor hereby warrants the title to said lands against the lawful claims of any person claiming the same by, through, or under Grantor.

IN WITNESS WHEREOF, Grantor on the day and year first above written has caused this instrument to be signed and sealed in his/her name and on his/her behalf by the undersigned employee, being thereunto duly appointed, qualified, and acting pursuant to title 38, Code of Federal Regulations, Sections 36.4342 and 36.4820, pursuant thereto, as amended, and who is authorized to exercise this instrument. SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF US

Linda Blossom  
David Smith

By WILLIAM A. CIPOLLA (REAL)  
Loan Guaranty Officer (TITLE)  
VA Regional Office  
P.O. Box 1437 St Petersburg, Florida 33731  
1-800-827-2204 (Pursuant to a delegation of authority contained in 38 C.F.R. 36.5342 and 36.4820.)

STATE OF FLORIDA )  
COUNTY OF PINELLAS ) SS

I HEREBY CERTIFY, That on this day before me, the undersigned authority, personally appeared WILLIAM A. CIPOLLA to me well known to be the person described in and who executed the foregoing instrument, who, being by me first duly sworn, stated that he is an employee of the Department of Veterans Affairs, a department of the Federal Executive Branch, duly authorized to execute this deed in behalf of the Secretary of Veterans Affairs, and he/she acknowledged to me that he/she executed the same as said employee in behalf of said Secretary and that said instrument is the free act and deed of said Secretary, and of such officer in his/her behalf, and the uses and purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at St Petersburg in the County and State aforesaid, this 21st of June 1991

D.S. PD. 193.20  
DATE July 1, 1991  
JOE A. FLOWERS, COMPTROLLER  
BY: Barbara Bitter D.C.  
CERT. REG. #50-3043328-27-01

BEVERLY BECKER  
State of Florida  
My Commission Expires  
September 30, 1993

My commission expires:  
CHIEF Property Management Section (264)

This instrument was prepared by 3772  
P. O. BOX 1437 St. Petersburg, Florida 33731

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: 10/28/13

EMERALD COAST UTILITIES AUTHORITY  
BY: [Signature]

**STATE OF FLORIDA  
COUNTY OF ESCAMBIA**

The foregoing instrument was acknowledged before me this 28 day of OCTOBER, 20 13, by CASSANDRA STRICKLAND of the Emerald Coast Utilities Authority, who is personally known to me and who did not take an oath.

[Notary Seal]

[Signature]  
Notary Public - State of Florida



RWK:ls  
Revised 05/31/2011

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



**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: \$ 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.

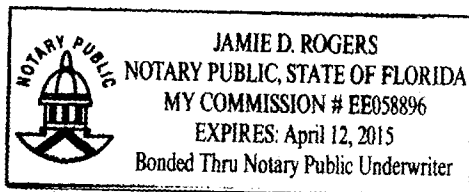
Dated: 11/11/14

EMERALD COAST UTILITIES AUTHORITY

BY: Nicole Lee

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 11th day of November, 2014, by Nicole Lee of the Emerald Coast Utilities Authority, who is personally known to me and who did not take an oath.

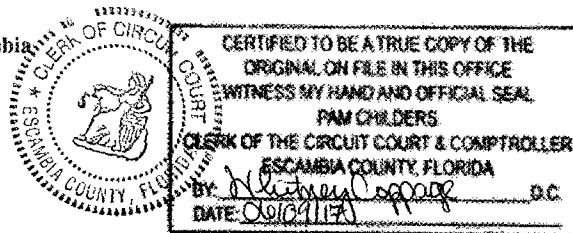


Jamie D. Rogers  
Notary Public - State of Florida

RWK:ls  
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



**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# 342S300380006038**

**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, Theresa Baker Arthur 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 \_\_\_\_\_
- 42-196 (d) Overgrowth

BK: 7726 PG: 1228

BK: 7726 PG: 594

- 30-203 Unsafe Building; Described as  Main Structure  Accessory Building(s)
  - (a)  (b)  (c)  (d)  (e)  (f)  (g)  (h)  (i)  (j)  (k)  (l)  (m)  (n)  (o)
  - (p)  (q)  (r)  (s)  (t)  (u)  (v)  (w)  (x)  (y)  (z)  (aa)  (bb)  (cc)  (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 \_\_\_\_\_
- Other \_\_\_\_\_
- Other \_\_\_\_\_
- Other \_\_\_\_\_
- Other \_\_\_\_\_

THEREFORE, The Special Magistrate being otherwise fully advised in the premises; it is hereby **ORDERED** that **RESPONDENT** shall have until August 5, 2017 to correct the violation and to bring the violation into compliance.



BK: 7726 PG: 1229

BK: 7726 PG: 595

Corrective action shall include:

- 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)
- Other Obtain permit for fence replacement
- Other \_\_\_\_\_
- Other \_\_\_\_\_
- Other \_\_\_\_\_
- Other \_\_\_\_\_

BK: 7726 PG: 1230

BK: 7726 PG: 596

If you fail to fully correct the violation within the time required, you will be assessed a fine of \$ 20 .00 per day, commencing August 6, 2017. 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 measures are necessary to abate the violation for you. These measures 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 \$ 1,100 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.

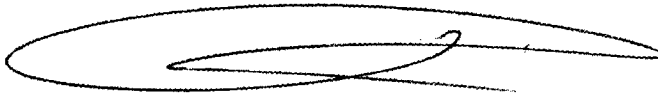
BK: 7726 PG: 1231 Last Page

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.

**DONE AND ORDERED** at Escambia County, Florida on the 6 day of June, 2017.



~~Gregory Faria~~ *John Trawick*  
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: CE160803238N  
LOCATION: 216 DOGWOOD DR  
PR#: 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, *Thomas Baker*  
*Arthur 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 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 **RESPONDENT(S)** shall have until  
**8/6/2017** to correct the violation(s) and to bring the violation into compliance.

Unique Code : BAA-CACABGBCBEEJFA-BCADD-CACCBDDJA-BFDDBDI-G Page 1 of 3



Unique Code : BAA-CACABGBCBEEJFA-BCADD-CACCBDDJA-BFDBDI-G Page 2 of 3

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

BK: 8893 PG: 1676 Last Page

BK: 8893 PG: 1669 Last Page


Unique Code : BAA-CACABGBCBEEJFA-BCADD-CACCBDDJA-BFDBDI-G Page 3 of 3

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

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

Case No: CE160803238N  
Location: 216 DOGWOOD DR  
PR #: 342S300380006038

vs.

BAKER, THERESA A  
216 DOGWOOD DR  
PENSACOLA, FL 32505

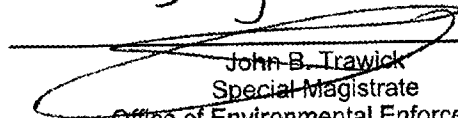
Cost Order

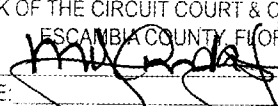
THIS CAUSE was brought before the Office of the Environmental Enforcement Special Magistrate on Petitioner's Certification of Costs, pursuant to the Special Magistrate's Order and the Special Magistrate having found the Respondent in violation of Escambia County Code of Ordinances.

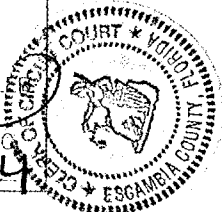
Escambia County has confirmed that the property has been brought into compliance per the Special Magistrate Order. THEREFORE, the Special Magistrate being otherwise fully advised of the premises; it is hereby ORDERED, pursuant to Section 30-35 of the Escambia County Code of Ordinances, that the following 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	<del>\$1,100.00</del> \$580	
County Abatement Fees	\$5,800.00	
Administrative Costs	\$0.00	
Payments	\$0.00	
<b>Total:</b>	<del>\$52,340.00</del> 51,790.00	

DONE AND ORDERED at Escambia County, Florida on January 9<sup>th</sup> 2024

  
John 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  
CLERK OF THE CIRCUIT COURT & COMPTROLLER  
ESCAMBIA COUNTY, FLORIDA  
BY:  D.C.  
DATE: 1.11.24



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

DAN A MATTSON PO BOX 36054 PENSACOLA, FL 32516-6054	ESCAMBIA COUNTY / COUNTY ATTORNEY 221 PALAFOX PLACE STE 430 PENSACOLA FL 32502
---	--

ESCAMBIA COUNTY OFFICE OF CODE ENFORCEMENT ESCAMBIA CENTRAL OFFICE COMPLEX 3363 WEST PARK PLACE PENSACOLA FL 32505	ECUA 9255 STURDEVANT ST PENSACOLA, FL 32514
---	---

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



## 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.



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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**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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Dated this 15th 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.

### Post Property:

216 DOGWOOD DR 32505



PAM CHILDERS  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY, FLORIDA

By:  
Emily Hogg  
Deputy Clerk

## WARNING

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## NOTICE OF APPLICATION FOR TAX DEED

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**TAX ACCOUNT NUMBER 070597000 (1024-40)**

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Dated this 15th 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.

### Personal Services:

**THERESA A BAKER**  
216 DOGWOOD DR  
PENSACOLA, FL 32505

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**

1024-40

Document Number: ECSO24CIV029181NON

Agency Number: 24-008890

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 927*

C. DAVIS, CPS

Service Fee: \$40.00

Receipt No: BILL

Printed By: MRM

**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**

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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 15th 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.

**Post Property:**

**216 DOGWOOD DR 32505**

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



By:  
Emily Hogg  
Deputy Clerk

7/15/24 10:05 AM  
2024 AUG 15 10:05 AM  
CLERK OF CIRCUIT COURT  
ESCAMBIA COUNTY, FLORIDA

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

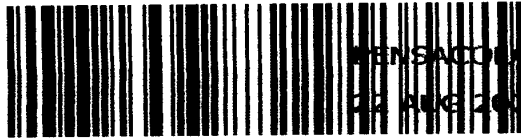
9171 9690 0935 0127 2277 90

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

9171 9690 0935 0127 2277 83

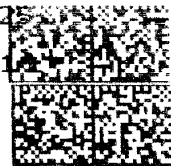
Contact -  
Family - son

**CERTIFIED MAIL™**



PENSACOLA FL 325

22 AUG 2024 PM 1



quadiant

FIRST-CLASS MAIL  
IM1

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

08/22/2024 ZIP 32502  
043M31219251

9171 9690 0935 0127 2278 37

US POSTAGE

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

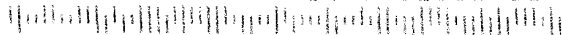
F

2024 AUG 10 - 1 A 10:52  
CLERK OF CIRCUIT COURT, FL

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

RETURN TO SENDER  
NOT DELIVERABLE AS ADDRESSED  
UNABLE TO FORWARD

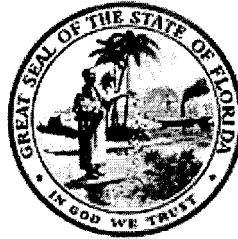
RC: 3250258835 \*32502-22-36



32502>58835  
32505>5



**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



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

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

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

**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**

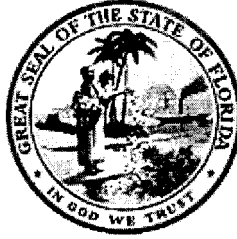
Cash Deposit	\$3,535.00
Total Check	\$67,702.40
Grand Total	\$71,237.40

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

By:   
 Deputy Clerk

**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



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

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

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

**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	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**

EffectiveDate	FeeCode	FeeDesc	TotalFee	AmountPaid	WaivedAmount	AmountOutstanding
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
<b>Deposited</b>			<b>Used</b>		<b>Balance</b>	
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	Parcel	Bidder	Winning Bid	Deposit	Auction Balance	Clerk Fees	Rec Fees	EA Fee	POPR Fee	Doc # Stamps	Total Due	Certificate Number	Name On Title	Title Address
10/02/2024	2022 TD 00303	342S31									.00 \$494.90	\$67,702.40	03030	David Perez-Graja	5135 Bent tree Rd
10/02/2024	2022 TD 00300	342S31									.00 \$189.70	\$25,977.20	03000	David Perez-Graja	5135 Bent tree Rd
10/02/2024	2022 TD 00295	332S31									.00 \$476.00	\$65,118.50	02953	SEE CHELL INVE:	1221 E JACKSON
10/02/2024	2022 TD 00267	172S31									.00 \$189.70	\$25,977.20	02675	BADARUDDIN SO	1800 Heinrich st F

Edit Name on Title

Name on Title Custom Fields Style

Case Number: 2022 TD 003030  
Result Date: 10/02/2024

Title Information:

Name:

Address1:

Address2:

City:

State:

Zip:

Cancel Update

?

TOTALS: 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

80162

David Perez

\$70,700.00

Deposit  
\$13,535.00

---

# THE 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.

X *Malcolm Ballinger*  
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.

X *Brooklyn Faith Coates*  
NOTARY PUBLIC



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

# THE SUMMATION WEEKLY

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

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  
Deputy Clerk

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 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 216 DOGWOOD DR PENSACOLA, FL 32505	THERESA A BAKER 2065 TOMLINSON ROAD PENSACOLA, FL 32526
DAN A MATTSON PO BOX 36054 PENSACOLA, FL 32516-6054	ESCAMBIA COUNTY / COUNTY ATTORNEY 221 PALAFOX PLACE STE 430 PENSACOLA FL 32502
ESCAMBIA COUNTY OFFICE OF CODE ENFORCEMENT ESCAMBIA CENTRAL OFFICE COMPLEX 3363 WEST PARK PLACE PENSACOLA FL 32505	ECUA 9255 STURDEVANT ST PENSACOLA, FL 32514

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

# THE SUMMATION WEEKLY

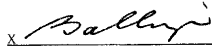
A Weekly Publication of the Escambia-Santa Rosa Bar Association Since 2014

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.

X   
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.

X   
NOTARY PUBLIC



# THE SUMMATION WEEKLY

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

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

Order No: 7338

NOTICE OF APPLICATION FOR TAX DEED By: Emily Hogg  
Deputy Clerk

NOTICE IS HEREBY GIVEN That ASSEMBLY TAX 36 LLC holder of Tax Certificate No. 03030, issued the 1st day of June, A.D. 2022 was 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  
OR 105 P 575 OR 6567 P 1044 OR 6504 P  
34 CA 156

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 released  
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 (7) days prior to the  
proceeding at Escambia County Government  
Complex, 221 Palafox Place Ste 110,  
Pensacola, FL 32502. Telephone:  
850-595-3733.

PAM CHILDERS  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY, FLORIDA

Name: Emily Hogg, Deputy Clerk  
Order Number: 7338  
Order Date: 8/23/2024  
Number Issues: 4  
Pub Comm: 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

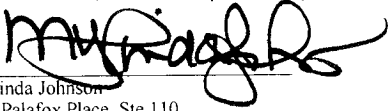
Tax Certificate numbered 03030 issued on June 1, 2022 was filed in the office of the tax collector of Escambia County, Florida. An application has been made for the issuance of a tax deed. The applicant has paid or redeemed all other taxes or tax certificates on the land as required by law. The notice 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 as required by law.

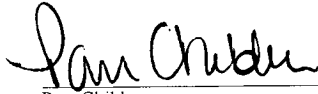
The lands described below, including any inherited property, buildings, fixtures, and improvements of any kind and description, situated in this County and State.

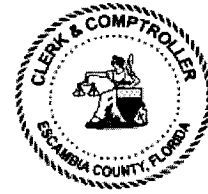
**Description of lands: BEG AT NW COR OF LT 38 S 105 FT FOR BEG ELY 315 FT SLY 105 FT WLY 315 FT NLY 105 FT TO BEG PART OF LT 38 PLAT DB 128 P 575 OR 6587 P 1044 OR 6604 P 34 CA 155 SECTION 34, TOWNSHIP 2 S, RANGE 30 W**

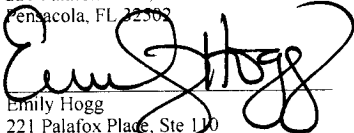
**\*\* Property previously assessed to: THERESA A BAKER**

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  
Pensacola, FL 32502

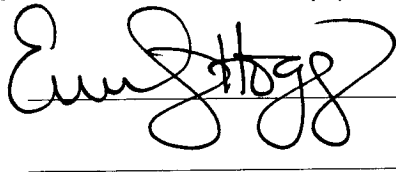
  
Pam Childers,  
Clerk of Court and Comptroller  
Escambia County, Florida



  
Emily Hogg  
221 Palafox Place, Ste 110  
Pensacola, FL 32502

On this 2nd day of October, 2024 before me personally appeared Pam Childers  
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.

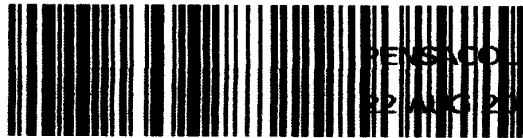
Witness my hand and office seal date aforesaid





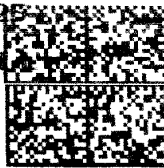
Emily Hogg  
Comm.: HH 373864  
Expires: March 15, 2027  
Notary Public - State of Florida

CERTIFIED MAIL™



PENSACOLA FL 325

22 AUG 2024 PM 1



9171 9690 0935 0127 2278 20

quadiant

FIRST-CLASS MAIL  
IMI

\$008.16<sup>0</sup>

08/22/2024 ZIP 32502  
043M31219251

US POSTAGE

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

CLERK OF THE CIRCUIT COURT  
2024 SEP 27 2 12:1  
PENSACOLA, FL

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

ANKK1: 9333510589

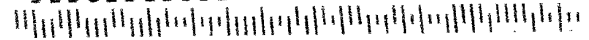
IA

~~325020589~~

NIXIE 331 DE 1 0009/19/24

RETURN TO SENDER  
INSUFFICIENT ADDRESS  
UNABLE TO FORWARD

BC: 32502583335 \*2638-00945-22-36



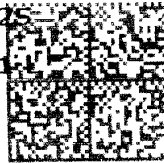
CERTIFIED MAIL™

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



9171 9690 0935 0128 2963 44

PENSACOLA FL 32502  
OCT 08 2024 PM 1:12



quadrant  
FIRST-CLASS MAIL  
IMI  
**\$008.16**<sup>0</sup>  
10/08/2024 ZIP 32502  
043M31219251

US POSTAGE

10/08/2024  
1:17 P  
BIA COUNTY, FL

THERESA A BAKER  
2065 TOMLINSON ROAD  
PENSACOLA, FL 32526

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

*AMK*

NIXIE 322 FE 1 0010/12/24

RETURN TO SENDER  
NOT DELIVERABLE AS ADDRESSED  
UNABLE TO FORWARD

071 35495335333 09253-07073-10-47

3250209350128296344



Tax Certificate # 2022 TD 003030  
 Account # 070597000  
 Property Owner Theresa A Baker  
 Property Address 216 Dogwood Dr 32505  
 SOLD TO: David Perez \$70,700.00

Disbursed to/for:	Amount Pd:	Balance:
Recording Fees (from TXD receipt)	\$ 523.40 ✓	\$
Clerk Registry Fee (fee due clerk tab) Fee Code: OR860	\$ 1,038.88 ✓	\$
Tax Collector Fee (from redeem screen)	\$ 6.25 ✓	\$
Certificate holder/taxes & app fees	\$ 2,552.81 ✓	\$
Refund High Bidder unused sheriff fees	\$ 40.00 ✓	\$
Additional taxes	\$ 0	\$ 67,052.86
Postage final notices	\$ 24.60	\$
<u>CODE ENF</u>	\$ 5,193.25	\$
<u>ECUA</u>	\$ 602.38	\$ 14,493.88
	\$	\$

BALANCE IN TAX DEEDS SHOULD MATCH BALANCE IN BENCHMARK!!!!!!!!!!!!!!

Lien Information:

<u>ECUA</u>	<u>1094/854</u>	Due \$	<u>TOTAL</u>
		Paid \$	
<u>ECUA</u>	<u>1251/210</u>	Due \$	<u>6,002.38</u>
		Paid \$	
<u>CODE ENF</u>	<u>1126/1227</u>	Due \$	<u>51,932.00</u>
	<u>2017 CL 043883</u>	Paid \$	
		Due \$	
		Paid \$	
		Due \$	
		Paid \$	
		Due \$	
		Paid \$	
		Due \$	
		Paid \$	

Post sale process:

- Tax Deed Results Report to Tax Collector ✓
- Print Deed/Send to Admin for signature ✓
- Request check for recording fees/doc stamps ✓
- Request check for Clerk Registry fee/fee due clerk ✓
- Request check for Tax Collector fee (\$6.25 etc) ✓
- Request check for certificate holder refund/taxes & app fees ✓
- Request check for any unused sheriff fees to high bidder ✓
- Print Final notices to all lienholders/owners
- Request check for postage fees for final notices
- Determine government liens of record/ amounts due
- Record Tax Deed/Certificate of Mailing
- Copy of Deed for file and to Tax Collector

Notes:



**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**

Official Records Book:  Page:

Start Date   Court Cost

Recording Fees

Copies  Certified Abatement Costs

Fine Per Day  Date Of Payoff

2017 CL 043883  
CE16-08-03238  
216 DOGWOOD DRIVE  
ALSO 7726/593, 9090/106, 9089/1953, 8893/1674 AND 8893/1667

Notes:

Fine Number Per Of Days Day Accrued	Accumulated Fine	Court Cost	Reimbursement Of Costs	Recording Fee For Cancellation	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](http://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

**NOTICE OF LIEN**

**STATE OF FLORIDA  
 COUNTY OF ESCAMBIA**

Notice is hereby given that the EMERALD COAST UTILITES AUTHORITY h  
 against 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...

Customer: THERESA M BAKER

Account Number: 296317-17419

Amount of Lien: \$82.28, together with additional unpaid utilit

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](mailto: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](http://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.

EMERALD COAST UTILITIES AUTHORITY  
Account History - Combined Inquiry

Customer ID: 296317 Name: BAKER THERESA M  
Location ID: 17419 Addr: 216 DOGWOOD DR  
Cycle/route . . . . : 50 28 Amount due . . . . . :  
Initiation date . . : 8/15/16 Pending . . . . . :  
Termination date . : 3/04/22 Customer/location status . : W

RS  
.00  
.00

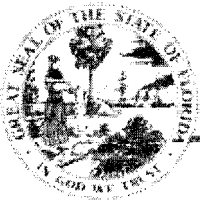
Type options, press Enter.

5=Display

Opt	Trn Type	Trn/Due Date	Description Bill Comment	Trn/Prv Amount	Reference Date/Num	Running Balance
-	WA 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 BILL	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 BILL	68.77	2/18/22	397.59
-	BL BILL	1/19/22	CYCLE BILL	71.17	1/21/22	328.82

More...

F3=Exit                    F5=Adjustments        F7=Pending            F8=Charges        F9=Print history  
F10=Change view    F11=Payments        F12=Cancel        F24=More keys



# 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.

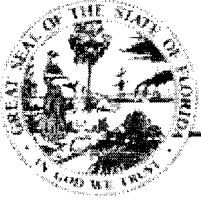


ESCAMBIA COUNTY CLERK OF COURT

By:   
Deputy Clerk

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

9171 9690 0935 0128 2963 51



# 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

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**

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.

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Dated this 8th day of October 2024.

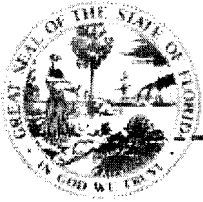


ESCAMBIA COUNTY CLERK OF COURT

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

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

9171 9690 0935 0128 2963 44



# 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

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**

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Dated this 8th day of October 2024.



ESCAMBIA COUNTY CLERK OF COURT

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

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

9171 9690 0935 0128 2963 82



# 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

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**

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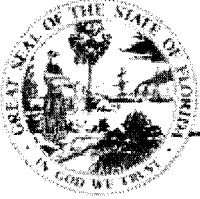
Dated this 8th day of October 2024.



ESCAMBIA COUNTY CLERK OF COURT

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

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



# 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

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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Dated this 8th day of October 2024.



ESCAMBIA COUNTY CLERK OF COURT

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

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/PAGE#S: 7726/1227, 7726/593, 8893/1674, 8893/1667, 9089/1953 and 9090/106



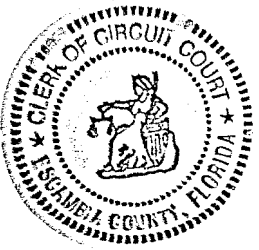
PAM CHILDERS  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY, FLORIDA

By:   
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.



PAM CHILDERS  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY, FLORIDA

By:   
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	Prior Paid	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	17.00	0.00	0.00	17.00	17.00	0.00
<b>Total:</b>	<b>51932.00</b>	<b>0.00</b>	<b>0.00</b>	<b>51932.00</b>	<b>51932.00</b>	<b>0.00</b>

**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	51932.00	0.00	0.00	0.00	51932.00

CHKNAME: ESCAMBIA CLERK OF COURT

**Payments Total: 51932.00 0.00 0.00 0.00 51932.00**



**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**

Official Records Book:  Page:

Start Date    
Court Cost

Recording Fees

Copies  Certified Abatement Costs

Fine Per Day  Date Of Payoff

2017 CL 043883  
CE16-08-03238  
216 DOGWOOD DRIVE  
ALSO 7726/593, 9090/106, 9089/1953, 8893/1674 AND 8893/1667

Notes:

Fine Per Day	Number Of Days Accrued	Accumulated Fine	Court Cost	Reimbursement Of Costs	Recording Fee For Cancellation	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

**CERTIFIED MAIL™**

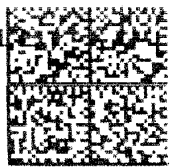
**Pam Childers**  
Clerk of the Circuit Court & Comptroller  
Official Records  
221 Palafox Place, Suite 110  
Pensacola, FL 32502



9171 9690 0935 0128 2963 82

PENSACOLA FL 325

OCT 21 2024 PM 1



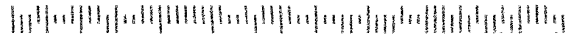
quadrant  
FIRST-CLASS MAIL  
IMI  
**\$008.16<sup>00</sup>**  
10/08/2024 ZIP 32502  
043M31219251

US POSTAGE

NIXIE 322 DE 1 0010/14/24

RETURN TO SENDER  
ATTEMPTED - NOT KNOWN  
UNABLE TO FORWARD

BC: 32502583335 \*0238-00369-14-35



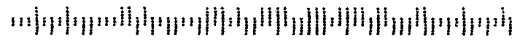
THERESA A BAKER  
216 DOGWOOD DR  
PENSACOLA, FL 32505

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

2024 OCT 21 P 12:04  
ESCAMBIA COUNTY, FL

PAID  
PAM CHILDERS  
CLERK OF THE CIRCUIT COURT  
OFFICIAL RECORDS

32505-532116



# 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.

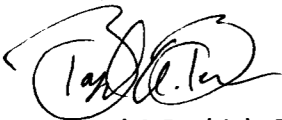
- Completed Claim Form and notice of Surplus letter
- W9 Form for Pluto Asset Recovery, Inc
- ID for Boyd Berbick, Director at Pluto Asset Recovery, Inc.
- Corrective contract for Deed for the sold property
- Good Standing State Corporation Commission for Pluto Asset Recovery, Inc
- Assignment of Interest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

PLUTO ASSET RECOVERY, INC  
2024 NOV -6 P 1:03  
ESCAMBIA COUNTY, FL

**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: Escambia Clerk of the Circuit Court, Tax Deed Division,  
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:

Contact Name, if Applicable:

Address:

Telephone Number:

Email Address:

Pluto Asset Recovery, Inc as assignee for Dan Mattson owner  
Boyd Berbick  
525K E. Market St Suite 214 Leesburg, VA 20176  
(1-888-969-9277)  
boyd@pluto-AR.com

I am a (check one):  Lienholder  Titleholder  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.

FILED  
2024 NOV -6 P 1:03  
ESCAMBIA COUNTY, FL

**1. LIENHOLDER INFORMATION (Complete if claim is based on a lien against the sold property.)**

Type of Lien:  Mortgage;  Court Judgment;  Condo/HSA lien;  
 Government lien;  Other

Describe other: \_\_\_\_\_  
Recording Date: \_\_\_\_\_ Book #: \_\_\_\_\_ Page #: \_\_\_\_\_  
Lien Amount: \_\_\_\_\_ Amount Due: \_\_\_\_\_  
Recording Date: \_\_\_\_\_ Book #: \_\_\_\_\_ Page #: \_\_\_\_\_  
Lien Amount: \_\_\_\_\_ Amount Due: \_\_\_\_\_

\*\*Include additional sheet if needed:

**2. TITLEHOLDER INFORMATION (Complete if claim is based on title formerly held on sold property.)**

Nature of Title:  Deed;  Court Judgment;  Other, explain below

Recording Date: 6/17/2010 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: Pluto Asset Recovery, Inc.  
525K E Market St Suite 214 Leesburg, VA 20176
- 4. I hereby swear or affirm that all of the above information is true and correct.

Signature of Claimant: [Signature]  
Print: Boyd A. Berbick  
STATE OF Virginia  
COUNTY OF Lowndes

The foregoing instrument was acknowledged before me by means of  physical presence or  
 online notarization, this 4<sup>th</sup> day of November, 2024, by Boyd Berbick

ALONZO PIERRE RICHARDSON  
NOTARY PUBLIC REG# 8089742  
COMMONWEALTH OF VIRGINIA  
MY COMMISSION EXPIRES JANUARY 31, 2027

[Signature]  
Signature, Notary Public, State of Florida - Virginia AR  
Alonzo Richardson  
Print Commissioned Name of Notary Public

Personally Known  OR Produced Identification  Type of Identification Produced Virginia Drivers License

## 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 6 Kennington DR Pensacola, 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 Escambia Clerk of the Circuit Court and which Assignor could claim on his or her own or with Assignee, and hereby acknowledges and agrees as follows:

1. 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 1 day of NOVEMBER, 2024.

Dan A. Mattson  
**Dan A Mattson**

State of Florida )  
 : ss.  
 County of Escambia )

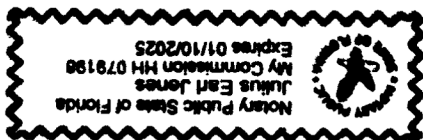
I, the undersigned Notary Public in and for the State of Florida, hereby certify that on the 1st day of November, 2024, personally appeared before me Dan A Mattson, to me known to be the individual(s) described in and who executed the within instrument or produced FL Driver license (Type of identification) and acknowledged that he/she signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Signed Julius Earle Jones

Notary Public in and for the State of Florida

residing at Escambia

My commission expires Jan, 1, 2025



Dan A Mattson  
6 Kennington DR  
Pensacola, FL 32507

October 29<sup>th</sup>, 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,

 10/29/24  
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.



ESCAMBIA COUNTY CLERK OF COURT

By:   
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 DAN A. MATTSO, 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:

**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 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 NLX 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 benefitting 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.

**4. SECURITY**

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

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

(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:

BK: 6604 PG: 36

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.

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.

- 3 -

Contract for Deed

## 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 the 17 day of June, 20 10, I have set my hand and seal. Signed, sealed and delivered in our presence.

SELLER:

[print] DAN A. MATTSO  
[sign] Dan A. Mattson

WITNESS 1 for seller:

[print] Arthur Manuel  
[sign] Arthur Manuel

WITNESS 2 for seller:

[print] Carla Y. Evans  
[sign] Carla Y. Evans

PURCHASER:

[print] Theresa A Baker  
[sign] Theresa A Baker

WITNESS 1 for purchaser:

[print] Arthur Manuel  
[sign] Arthur Manuel

WITNESS 2 for purchaser:

[print] Carla Y. Evans  
[sign] Carla Y. Evans

The foregoing instrument was acknowledged before me this 17 day of June, 20 10 by (Seller) Dan A Mattson, who produced identification of FL DL.

(SEAL) 

Notary Public: Jayne M. Ingram  
Print Name: Jayne M Ingram

My commission expires: 3-11-14

The foregoing instrument was acknowledged before me this 17 day of June, 2010 by (Purchaser) Theresa A Baker, who produced identification of F-DL.

(SEAL) 

Notary Public: Jayne M. Ingram  
Print Name: Jayne M Ingram

My commission expires: 3-11-14

Seller(s) Name and Address		Buyer(s) Name and Address	
Name:	<u>Dan A Mattson</u>	Name:	<u>Theresa A. Baker</u>
Address:	<u>P.O. Box 36054</u>	Address:	<u>2015 Tomlinson Road</u>
City:	<u>PENSA COLA</u>	City:	<u>Pensacola</u>
State:	<u>FL</u> Zip: <u>32516-6054</u>	State:	<u>Florida</u> Zip: <u>32526</u>
Phone:	<u>850-453-4376</u>	Phone:	<u>850-346-8028</u>

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/>

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**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](mailto: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](http://www.EscambiaClerk.com)

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## 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.



**My linda Johnson**

Operations Supervisor

850-595-4813

[mjohnson@escambiaclerk.com](mailto:mjohnson@escambiaclerk.com)

**Office of Pam Childers**

**Escambia County Clerk of the Circuit Court  
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may be subject to public records disclosure.*

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

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

**To:** My linda 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 My linda,

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](mailto:MJOHNSON@escambiaclerk.com)>  
**Sent:** Tuesday, November 12, 2024 3:35 PM  
**To:** Info Info <[info@pluto-ar.com](mailto:info@pluto-ar.com)>  
**Cc:** Emily Hogg (COC) <[EHOOGG@escambiaclerk.com](mailto:EHOOGG@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](mailto:mjohnson@escambiaclerk.com)

**Office of Pam Childers**  
**Escambia County Clerk of the Circuit Court**  
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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

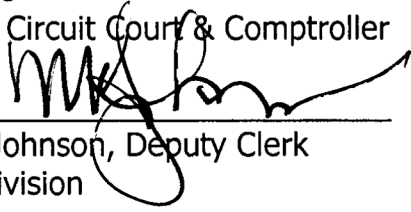
Re: Tax Certificate 2022 TD 03030

Dear Mr. Berbick,

Please find enclosed check # 900038267 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. Johnson, Deputy Clerk  
Tax Deed Division

/mkj  
Enclosures

**PAM CHILDERS**  
CLERK OF CIRCUIT COURT & COMPTROLLER  
ESCAMBIA COUNTY, FLORIDA  
P.O. BOX 333  
PENSACOLA, FL 32591-0333  
(850) 595-4140  
**REGISTRY ACCOUNT**

**Bank of America**  
  
PENSACOLA, FLORIDA  
VOID AFTER 6 MONTHS

63-27  
631

900038267

WZ709042-04-23

PAY

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

PLUTO ASSET RECOVERY INC

DATE

AMOUNT

TO THE  
ORDER  
OF

PLUTO ASSET RECOVERY INC  
525K E MARKET STREET  
STE 214  
LEESBURG, VA 20176

02/07/2025

\$14,493.88

*Pam Childers*



PAM CHILDERS, CLERK OF COURT & COMPTROLLER

MP



**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

Security Features Included Details on back.

**Myllinda Johnson (COC)**

---

**From:** Codey Leigh (COC)  
**Sent:** Thursday, December 12, 2024 6:52 PM  
**To:** Myllinda Johnson (COC)  
**Cc:** Emily Hogg (COC)  
**Subject:** Re: 2022 TD 003030 (THERESA BAKER)

Myllinda,

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?**



**PG 3 CONTRACT FOR DEED**

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 price including any interest, the seller is obligated to convey legal title to the purchaser. See FS 498.028 (3), FS 697.01 Torcise v. Perez, 319 So.2d, 41 (3d DCA 1974) (contract for deed falls within FS 697.01.) White v. Brousseau, 566 So.2d 832 (1990) (under a mortgage sale arrangement, buyer immediately receives and holds legal title and legal lien (mortgage) on land; whereas under the land contract sale arrangement, buyer receives and holds equitable title and seller holds bare legal title only as security for purchase price; form is different but substance is the same for equitable foreclosure in the event buyer defaults on payment of purchase price).



**12/12/24 EMAIL -**

**SEE ATTACHED**

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](mailto:Codey.Leigh@escambiaclerk.com)  
[www.EscambiaClerk.com](http://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](mailto:mjohnson@escambiaclerk.com)

**Office of Pam Childers**  
**Escambia County Clerk of the Circuit Court**  
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Under Florida law, written communication to or from the Escambia County Clerk's Office may be subject to public records disclosure.

**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](mailto:mjohnson@escambiaclerk.com)

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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](mailto:Codey.Leigh@escambiaclerk.com)  
[www.EscambiaClerk.com](http://www.EscambiaClerk.com)

---

**From:** Mylinda Johnson (COC) <[MJOHNSON@escambiaclerk.com](mailto:MJOHNSON@escambiaclerk.com)>  
**Sent:** Wednesday, November 6, 2024 1:30 PM  
**To:** Codey Leigh (COC) <[CLEIGH@escambiaclerk.com](mailto:CLEIGH@escambiaclerk.com)>  
**Cc:** Emily Hogg (COC) <[EHOOGG@escambiaclerk.com](mailto:EHOOGG@escambiaclerk.com)>  
**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](mailto:mjohnson@escambiaclerk.com)

**Office of Pam Childers**  
**Escambia County Clerk of the Circuit Court**  
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### CONTRACT FOR DEED

THIS DAY this agreement is entered into by and between DAN A. MATTSON, 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:

#### 1. SALE OF PROPERTY

For and in consideration of TWENTY FIVE THOUSAND 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 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 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.

RECORDED AS RECEIVED

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

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) 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<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.

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 \$ 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 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.

RECORDED AS RECEIVED **9.**  
**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.

**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:

**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.



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**

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 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

**SELLER:**

Dan G. Mattson  
DAN A. MATTSOIN  
\_\_\_\_\_  
\_\_\_\_\_

**PURCHASER:**

Theresa A. Baker  
Theresa A. Baker  
\_\_\_\_\_  
\_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 5 day of May,  
2010 by Dan A Mattson and Theresa A Baker<sup>JD</sup>



JAYNE M. INGRAM  
MY COMMISSION # DD 970230  
EXPIRES: March 11, 2014  
Bonded Three Budget Notary Services

Jayne M. Ingram  
Notary Public

Print Name: Jayne M Ingram

(SEAL)

My commission expires:

3-11-14

RECORDED AS RECEIVED

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 5 day of May,  
2010 by Theresa A Baker



JAYNE M. INGRAM  
MY COMMISSION # DD 970230  
EXPIRES: March 11, 2014  
Bonded Three Budget Notary Services

Jayne M. Ingram  
Notary Public

Print Name: Jayne M Ingram

(SEAL)

My commission expires:

3-11-14

Seller(s) Name and Address		Buyer(s) Name and Address	
Name:		Name:	
Address:		Address:	
City:		City:	
State:	Zip:	State:	Zip:
Phone:		Phone:	

RECORDED AS RECEIVED

Promissory Note

copy

Principal amount: \$25,000

Date: 5/31/10 2010

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<sup>rd</sup> 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 ARTHUR J. MANUEL in the event of THERESA A. BAKER's 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.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

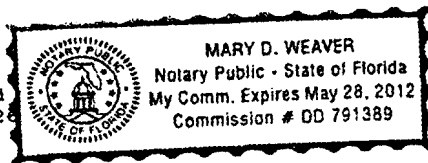
Theresa A. Baker  
Theresa A. Baker

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 3 day of May 2010  
by Theresa A. Baker who produced identification of FL DL.

Mary Weaver  
Notary Public Mary Weaver

Created by:  
Theresa Baker  
2065 Tomlinson Rd  
Pensacola fl 32526



*Corrective*

**CONTRACT FOR DEED**

ESCAMBIA COUNTY OF FLORIDA

THIS DAY this agreement is entered into by and between DAN A. MATSON, 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:

**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 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 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 2 1/2 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.

**4. SECURITY**

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

*\* To correct paragraph - 1  
and add witnesses as  
recorded in OR Book  
6587 at Page 1084 TAB*

(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:

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.

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.

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 the 17 day of June, 20 10, I have set my hand and seal. Signed, sealed and delivered in our presence.

**SELLER:**

[print] DAN A. MATTSO  
 [sign] Dan A. Mattson

**WITNESS 1 for seller:**

[print] Arthur Manuel  
 [sign] Arthur Manuel

**WITNESS 2 for seller:**

[print] Carla Y. Evans  
 [sign] Carla Y. Evans

**PURCHASER:**

[print] Theresa A Baker  
 [sign] Theresa A Baker

**WITNESS 1 for purchaser:**

[print] Arthur Manuel  
 [sign] Arthur Manuel

**WITNESS 2 for purchaser:**

[print] Carla Y. Evans  
 [sign] Carla Y. Evans

The foregoing instrument was acknowledged before me this 17 day of June, 20 10 by (Seller) Dan A Mattson, who produced identification of FL DL.

(SEAL)



JAYNE M. INGRAM  
 MY COMMISSION # DD 970230  
 EXPIRES: March 11, 2014  
 Bonded Thru Budget Notary Services

Notary Public: Jayne M. Ingram

Print Name: Jayne M Ingram

My commission expires: 3-11-14

The foregoing instrument was acknowledged before me this 17 day of June, 2010 by (Purchaser) Theresa A Baker, who produced identification of F- DL.

(SEAL)



JAYNE M. INGRAM  
 MY COMMISSION # DD 970230  
 EXPIRES: March 11, 2014  
 Bonded Thru Budget Notary Services

Notary Public: Jayne M. Ingram

Print Name: Jayne M Ingram

My commission expires: 3-11-14

Seller(s) Name and Address		Buyer(s) Name and Address	
Name:	<u>Dan A. Mattson</u>	Name:	<u>Theresa A. Baker</u>
Address:	<u>P.O. Box 36054</u>	Address:	<u>2015 Tomlinson Road</u>
City:	<u>PENSACOLA</u>	City:	<u>Pensacola</u>
State:	<u>FL</u> Zip: <u>32516-6054</u>	State:	<u>Florida</u> Zip: <u>32526</u>
Phone:	<u>850-453-4376</u>	Phone:	<u>850-346-8028</u>