

## 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

Part 1: Tax Deed	Application Inform	nation	10.75	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1				
Applicant Name Applicant Address	KEYS FUNDING LLO PO BOX 71540 PHILADELPHIA, PA		1540		Application date		Apr 22, 2024	
Property description	MCKNIGHT CURTIS 23 PEN HAVEN DR				Certificate #		2022 / 3163	
	PENSACOLA, FL 32506 23 PEN HAVEN DR 07-1702-000 LT 5 BLK 5 1ST ADDN TO PEN HAVEN PB 3 P 14 OR 8132 P 1806 OR 8184 P 901 CA 173 Date certificate issued						06/01/2022	
Part 2: Certificat	es Owned by Appl	icant an	d Filed wi	th Tax Deed	Applic	ation		
Column 1	Column	2	Co	olumn 3 unt of Certificate		Column 4 Interest	(Column 5: Total (Column 3 + Column 4)	
Certificate Number # 2022/3163	06/01/20		race Amo	1,073.33		53.67	1,127.00	
H ZOZZIO (OO	33/3/1/2021		1	→Part 2: Total*	1,127.00			
D12: OthC-	-tifia-ta- Badaam	ad by An	nlicant (O	ther than Co	untv)			
Column 1 Certificate Number	Column 2 Date of Other	e of Other Face Amount of Tax Collector's F		Column 5		Total (Column 3 + Column 4 + Column 5)		
# 2023/3173	Certificate Sale 06/01/2023	Other	1,263.12		6.25 81.05		1,350.42	
., 2020.0110					1_	Part 3: Total*	1,350.42	
Port 4: Tay Coll	ector Certified Am	ounts (L	ines 1-7)					
	tificates in applicant's			r certificates re	deemed Total of	I by applicant FParts 2 + 3 above	2,477.42	
2. Delinquent tax	res paid by the applic	ant					0.00	
_ <del></del>	paid by the applicant						1,294.36	
	mation report fee						200.00	
							175.00	
		dor e 107	542 FS (s	see Tax Collect	or Instr	uctions, page 2)	0.00	
	rued by tax collector under s.197.542, F.S. (see Tax Collector Instructions, page 2)  Total Paid (Lines 1-6)  4,146.78							
7. I certify the above	information is true and	the tax c	ertificates, i	interest, propers attached.			nd tax collector's fees	
nave been paid, at	/				· · · · · · · · · · · · · · · · · · ·	Escambia, Flori	da	
Sign here:	for			=	D	ate April 24th.	2024_	
Sig	nature, Tax Collector or Des					ee Instructions on Pa	0	

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

	그 그 그 그 그 그 그 그 그 그 그 그 그 그 그 그 그 그 그	
Par	rt 5: Clerk of Court Certified Amounts (Lines 8-14)	April medicines of a second
8.	Processing tax deed fee	
	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.		
13.	Interest (see Clerk of Court Instructions, page 2)	
14.	Total Paid (Lines 8-13)	
15.	Plus one-half of the assessed value of homestead property, if applicable under s. 197.502(6)(c), F.S.	
16.	Statutory opening bid (total of Lines 7, 14, 15, and 16 if applicable)	
Sign	n here: Date of sale <u>04/02/202</u> Signature, Clerk of Court or Designee	?5

## INSTRUCTIONS + 6.25

## Tax Collector (complete Parts 1-4)

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

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

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

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

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

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

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

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

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

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

### Clerk of Court (complete Part 5)

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

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

## **APPLICATION FOR TAX DEED**

512 R. 12/16

Section 197.502, Florida Statutes

To: Tax Collector of <u>ESCAMBIA COUNTY</u>, Florida

Application Number: 2400525

Account Number	Certificate No.	Date	Legal Description
07-1702-000	2022/3163	06-01-2022	LT 5 BLK 5 1ST ADDN TO PEN HAVEN PB 3 P 14 OR 8132 P 1806 OR 8184 P 901 CA 173
			e property. Clerk of the Court costs, charges and fees, and
. ,,	icate on which this applicati	on is based and	d all other certificates of the same legal description



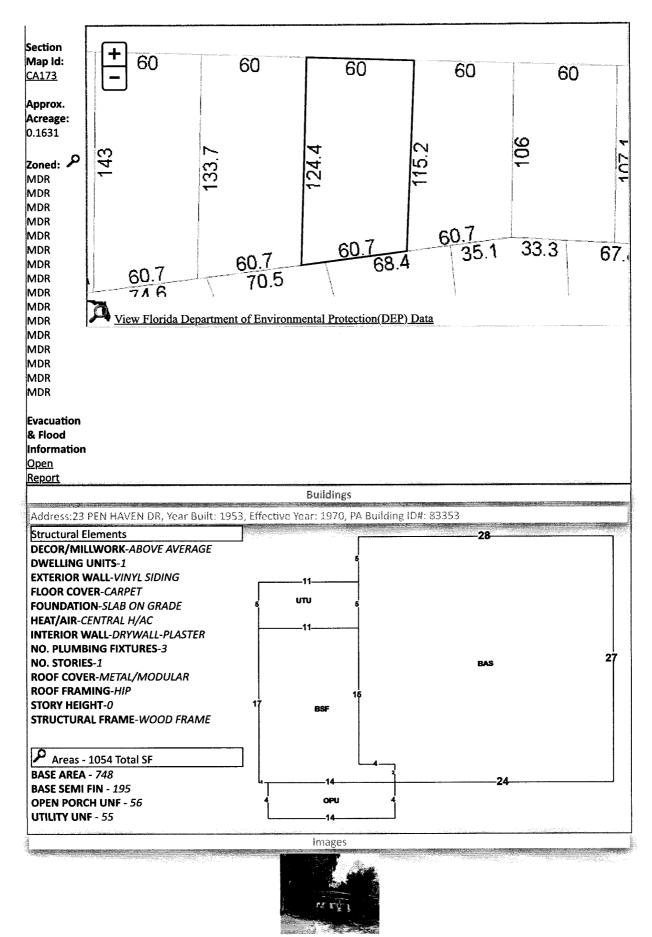
**Real Estate Search** 

**Tangible Property Search** 

Sale List

## <u>Back</u>

Nav. Mod	le   Acco	unt OParc	el ID	•			en en mare emi	Printer Frie	ndly Version
Seneral Infor	mation			- Landa Walana - Walana - Walana	Assessn	nents			
Parcel ID:		3011510050	05		Year	Land	Imprv	Total	<u>Cap Val</u>
Account:	V	02000			2023	\$12,500	\$78,601	\$91,101	\$81,61
Owners:	MCKI	NIGHT CURT	IS		2022	\$7,000	\$67,192	\$74,192	\$74,19
Mail:		N HAVEN D ACOLA, FL 3			2021	\$7,000	\$52,903	\$59,903	\$59,42 
Situs:	23 PE	N HAVEN D	R 3250	06			Disclaime	er	
Use Code: SINGLE FAMILY RESID P						-	Tax Estima	tor	
Taxing Authority: Tax Inquiry:		NTY MSTU  Tax Inquiry				File fo	r Exemption	n(s) Online	
Tax Inquiry lir Escambia Cou Sales Data					2023 C	ertified Roll E	port Storm [ exemptions	WARRENCE CONTRACTOR	
Sale Date	Book Pag	e Value	Туре	Official Records (New Window)	None				
05/24/2022	8791 87	5 \$100	QC	D <sub>a</sub>	1				
08/26/2021	8611 95	6 \$86,000	QC	D <sub>o</sub>	Legal D	escription	Brown Control of the		THE PROPERTY OF THE PARTY OF TH
10/04/2019	8184 90	1 \$100	QC	D <sub>o</sub>			I TO PEN HAVI	N PB 3 P 14 C	R 8611 P
06/11/2019			QC	C <sub>o</sub>		8791 P 875 (			
10/2005	5756 82			Ē,					
				C <sub>b</sub>					
07/2004	5452 14	•		•			· · · · · · · · · · · · · · · · · · ·		5400000 VIII.
11/1999		10 \$23,500		D <sub>o</sub>	Extra F	eatures			
05/1994	3572 6	L \$23,500	SC	La Andrea Andrea	None				
	<b>3572 6</b> rds Inquiry	L \$23,500 courtesy of	SC Pam (	Childers		eatures			
	nation	and Speke	990 L.253		1			Launch Int	eractive M



7/17/2023 12:00:00 AM

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

Last Updated:05/07/2024 (tc.7216)

#### **PAM CHILDERS**

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



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

BRANCH OFFICES
ARCHIVES AND RECORDS
JUVENILE DIVISION
CENTURY

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

## PAM CHILDERS, CLERK OF THE CIRCUIT COURT Tax Certificate Redeemed From Sale

Account: 071702000 Certificate Number: 003163 of 2022

Payor: T W CRESSWELL PC PO BOX 605 LITTLETON CO 80160 Date 8/6/2024

Clerk's Check # 250513352	Clerk's Total	\$538,08	
Tax Collector Check # 1	Tax Collector's Total	\$4,809.45PX 4, 365.	
	Postage	\$100.00	
	Researcher Copies	\$0.00	
	Recording	\$10.00	
	Prep Fee	\$7.00	
	Total Received	\$5,554.53_	

\$4,582.20

PAM CHILDERS
Clerk of the Circuit Court

Received By: Deputy Clerk

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

20

#### **PAM CHILDERS**

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



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

## BRANCH OFFICES ARCHIVES AND RECORDS JUVENILE DIVISION CENTURY

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

## Case # 2022 TD 003163

Redeemed Date 8/6/2024

Name T W CRESSWELL PC PO BOX 605 LITTLETON CO 80160

Clerk's Total = TAXDEED	\$538.08 \$4,565,20
Due Tax Collector = TAXDEED	\$4,899.45
Postage = TD2	\$100.00
ResearcherCopies = TD6	\$0.00
Release TDA Notice (Recording) = RECORD2	\$10.00
Release TDA Notice (Prep Fee) = TD4	\$7.00

## • For Office Use Only

Date	Docket	Desc	Amount Owed	Amount Due	Payee Name
			FINANCIAL SUMI	WARY	
No Inform	nation Availa	ble - See D	ockets		



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

Tax Deed - Redemption Calculator
Account: 071702000 Certificate Number: 003163 of 2022

Redemption No V	Application Date 4/22/2024	Interest Rate 18%
	Final Redemption Payment ESTIMATED	Redemption Overpayment ACTUAL
	Auction Date 4/2/2025	Redemption Date 8/6/2024
Months	12	4
Tax Collector	\$4,146.78	\$4,146.78
Tax Collector Interest	\$746.42	\$248.81
Tax Collector Fee	\$6.25	\$6.25
Total Tax Collector	\$4,899.45	\$4,401.84
Record TDA Notice	\$17.00	\$17.00
Clerk Fee	\$119.00	\$119.00
Sheriff Fee	\$120.00	\$120.00
Legal Advertisement	\$200.00	\$200.00
App. Fee Interest	\$82.08	\$27.36
Total Clerk	\$538.08	\$483.36
Release TDA Notice (Recording)	\$10.00	\$10.00
Release TDA Notice (Prep Fee)	\$7.00	\$7.00
Postage	\$100.00	\$0.00
Researcher Copies	\$0.00	\$0.00
Total Redemption Amount	\$5,554.53	\$4,902.20
	Repayment Overpayment Refund Amount	\$652.33
Book/Page	9148	73



## PROPERTY INFORMATION REPORT

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

THE ATTACHED REP	THE ATTACHED REPORT IS ISSUED TO:						
SCOTT LUNSFORD, ESCAMBIA COUNTY TAX COLLECTOR							
TAX ACCOUNT #:	07-1702-000	CERTIFICATE #:	2022-3	163			
REPORT IS LIMITED	TITLE INSURANCE. THI TO THE PERSON(S) EXPI ORT AS THE RECIPIENT(S	RESSLY IDENTIFIED BY	Y NAME IN TH	E PROPERTY			
listing of the owner(s) of tax information and a list encumbrances recorded title to said land as listed	pared in accordance with the frecord of the land describe sting and copies of all open of in the Official Record Book don page 2 herein. It is the f a copy of any document list	d herein together with current unsatisfied leases, mortg s of Escambia County, Floresponsibility of the party	rent and delinque gages, judgment orida that appear named above to	ent ad valorem s and to encumber the verify receipt of			
and mineral or any subs	to: Current year taxes; taxe urface rights of any kind or s, boundary line disputes, and the premises.	nature; easements, restricti	ons and covena	nts of record;			
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 Proper	ry Information Report and	the documents	attached hereto.			
Period Searched: Decem	aber 12, 2004 to and includ	ling December 12, 2024	Abstractor:	Vicki Campbell			
BY MMCC/ph							

Michael A. Campbell, As President

Dated: December 17, 2024

### PROPERTY INFORMATION REPORT

**CONTINUATION PAGE** 

December 17, 2024

Tax Account #: 07-1702-000

1. The Grantee(s) of the last deed(s) of record is/are: **CURTIS MCKNIGHT** 

By Virtue of Quit Claim Deed recorded 9/3/2021 in OR 8611/956 and Corrective Quitclaim Deed recorded 5/25/2022 - OR 8791/875

- 2. The land covered by this Report is: See Attached Exhibit "A"
- **3.** The following unsatisfied mortgages, liens, and judgments affecting the land covered by this Report appear of record:
  - a. Mortgage in favor of Carl A. Carnley and Susan O'Brien Carnley recorded 9/3/2021 OR 8611/958
  - b. Judgment in favor of Synovus Bank recorded 4/24/2014 OR 7162/84 together with Garnishment Judgment OR 7464/1156 and OR 7751/960
- **4.** Taxes:

Taxes for the year(s) NONE are delinquent.

Tax Account #: 07-1702-000 Assessed Value: \$89,772.00

**Exemptions: NONE** 

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

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

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

## PERDIDO TITLE & ABSTRACT, INC.

## PROPERTY INFORMATION REPORT

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

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

**CERTIFICATION: TITLE SEARCH FOR TDA** 

TAX DEED SALE DATE:	APR 2, 2025			
TAX ACCOUNT #:	07-1702-000			
CERTIFICATE #:	2022-3163			
those persons, firms, and/or agencies l	lorida Statutes, the following is a list of names and addresses of naving legal interest in or claim against the above-described ale certificate is being submitted as proper notification of tax deed			
YES NO  ☐ ☐ Notify City of Pensacola ☐ Notify Escambia Count ☐ Homestead for 2024 t	y, 190 Governmental Center, 32502			
CURTIS MCKNIGHT	SYNOVUS BANK			
23 PEN HAVEN DR	1148 BROADWAY			
PENSACOLA, FL 32506	COLUMBUS, GA 31901			

CARL A CARNLEY AND SUSAN OBRIEN CARNLEY 3728 TIGER POINT BLVD GULF BREEZE, FL 32563

Certified and delivered to Escambia County Tax Collector, this 16th day of December, 2024.

PERDIDO TITLE & ABSTRACT, INC.

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

Malphel

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

## PROPERTY INFORMATION REPORT

December 17, 2024 Tax Account #:07-1702-000

## LEGAL DESCRIPTION EXHIBIT "A"

# LT 5 BLK 5 1ST ADDN TO PEN HAVEN PB 3 P 14 OR 8611 P 956 OR 8791 P 875 CA 173 SECTION 34, TOWNSHIP 2 S, RANGE 30 W

TAX ACCOUNT NUMBER 07-1702-000(0425-42)

Recorded in Public Records 9/3/2021 2:02 PM OR Book 8611 Page 956, Instrument #2021097902, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording \$18.50 Deed Stamps \$602.00

Recording requested by: When recorded, mail to:	
Name: CURTIS MEKNYLT SR.	Space above reserved for use by Recorder's Office
Address: 23 Pen HAVEN DR	Document prepared by:
City:PorsAcslar	Name CARLEY
State/Zip: FLONIDA 32506 -	Address 3728 Tiges Point Blod
32506 —	City/State/Zip Gulf Baccze F(32763
Property Tax Parcel/Account Number: 34253 Ø	1151 006 005
Ouitclai	im Deed
This Quitclaim Deed is made on 23 Pe	
SUSAN + CARL CARNLEY, Grant	
, City of Gulf Broose	, State of =/ 32.603
and Contis Mc Knight, Gr	rantee, of <u>Pe 13 Pa N Maven 122</u> , State of <u>Fl. 32506</u>
, City of Den 10 C. J. K	, State of <i>Fl.</i> 32506
For valuable consideration, the Grantor hereby quite	laims and transfers all right, title, and interest held by
the Grantor in the following described real estate and	
	13 Pen Hoven Drive
, City of PONSACUIA	, State of <u>F/ 32.506</u> :
23 Per Haven U	24
Persacola F1 325. Parcel 3+253011	. /
PEW 7400 1 325	06
Parcel 3+23 3011	5 1 Day to Day HAVEN
Lut's Block 5	First Addition to PEW HAVE-W
Subject to all easements, rights of way, protective co	ovenants, and mineral reservations of record, if any.
	ted between the Grantor and Grantee as of the date of
recording of this deed.	
	★NOVA Quitclaim Deed Pa.1 (01-09)

Dated: 8 26 2021
Swan Carnley
Signature of Grantor CANC CANNEY
Name of Grantor  Name of Grantor
Susan Rei NinGen  Printed Name of Witness #1
Signature of Witness #1  Signature of Witness #1  Signature of Witness #1
Signature of Witness #2  Printed Name of Witness #2
State of Jourda County of Vanta Rud  On August 26, 2021, the Grantor, Susan Carrotter  personally came before me and, being duly sworn, did state and prove that he/she is the person described
in the above document and that he/she signed the above document in my presence.
Notary Signature  Kathlun C Buche
Notary Public, In and for the County of Muta Ray State of Flavida  My commission expires: 02-01-3024 Seal
Send all tax statements to Grantee.  KATHLEEN C KUEHL Notary Public - State of Florida Commission # GG 950962 My Comm. Expires Feb 1, 2024 Bonded through National Notary Assn. NOVA Quitclaim Deed Pg.2 (01-09)

Recording requested by:		
When recorded, mail to:		
Name: CUNTIS MEKNIShT	Space above reserved for use by Recorder's Office	
Address: 23 Pen Haven Da	Document prepared by:	
City: Pensacola	Name CARL CARNLEY	
State/Zip: Florida 32506	Address 3728 Tiger Parat Blad	
	City/State/Zip Gulf Breeze Fl 3 L 163	
Property Tax Parcel/Account Number: 37253	01151 005005	
	etal peed	
Quitclaim Deed		
	Lia .	
This Quitclaim Deed is made on 2 3 Pe	N HAVEN Pr , between	
. City of Gulf Breeze	tor, of 372B-Tisen Pl. 131-2.  , State of Fluxi Da 32563,	
	rantee, of 23 Penhyren An	
	, State of Florida 32506.	
, 500 00 300 00 00		
For valuable consideration, the Grantor hereby quite	laims and transfers all right, title, and interest held by	
the Grantor in the following described real estate and		
and assigns, to have and hold forever, located at		
City of OO	State of Florida 32 50/	
	, State of Floa. la 32 506: LEGAL DESCRIPTION	
23 Pen Haven Q	2	
Pensanola Florida	DR 3 P 14 OR 8132 P 1806 OR 8184	
Pancel 34253 01151	Pen Haven A Sublivision of a section	
of community Township 2 South	Pen Haven, a subdivision of a pontion of Reaction of Reaction of According to the 300 K3 Pase 14 of the Public Accords of evenants, and mineral reservations of record, if any.	
Clat thencyt Reunded in Plat C	300 K3 PASE 14 of the public accords of	
•	ed between the Grantor and Grantee as of the date of	
recording of this deed.	NOVA Quitclaim Deed Pg.1 (01-09)	
	MINO M RUITCIOITI Deed Pg. 1 (01-04)	

Dated: 3/2K/LC	
Signature of Grantors	
· -	
Name of Grantors	
CARL CANNLEY Susan cannley	
Signature of Witness #1  Susan (Cining)  Printed Name of Witness #1	V
Signature of Witness #2  Printed Name of Witness #2	
State of Florida County of Santa Rosa  On 5/24/22, the Grantor, Susant Carl Carnley  personally came before me and, being duly sworn, did state and prove that he/she is the person de  in the above document and that he/she signed the above document in my presence.	scribed
Notary Signature Sintha P. Hyphtower	
Notary Public, In and for the County of Horida State of Santa Rosa  My commission expires: Feb 8, 2025  SINTHIAP HIGHTON	
Commission # HH 9	Florida 0451
Send all tax statements to Grantee.  Bonded through National Not	

STATE OF FIONILA

COUNTY OF ESCAMBIA

#### PURCHASE MONEY MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, that CURTIS MEKNIGHTSA.

MALE (hereinafter called "Mortgagor" or "Borrower") in consideration of the sum of Eighty Six thousand

# 86,000 DOLLARS hereby acknowledged to have been paid to said Mortgagor by CARL A. CARNLEY and SUSAN O'BRIEN CARNLEY, husband and wife, (hereinafter called "Mortgagee" or "Lender"), which is evidenced by and payable in accordance with that certain Promissory Note of even date herewith executed by Mortgagor and payable to Mortgagee, jointly during their life and upon the death of either of them, to the survivors of them, their heirs and assigns, or order, do hereby GRANT, BARGAIN, SELL and CONVEY unto the Mortgagee all that real property in the County of described as follows:

23 Pen HAVEN DA LUT 5 Block 5 Finit Addition to Pen Haven PANCEL 342530115/005005

TO HAVE AND TO HOLD this property unto Mortgagees, Find and upon his death to his heirs and assigns or order, forever, together with all the improvements, now or hereafter erected on the property, and all easements, rights, members, privileges, hereditaments, and appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

BORROWER covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the property nd that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

Providing always, and these presents are upon the express condition, that if the Mortgagor shall well and truly pay to the Mortgagee the said sum of Ersting Six Thousand

DOLLARS with interest thereon, and to secure the payment of which a lien upon the property above described is hereby reserved, as evidenced by the mortgagor's promissory note bearing even date herewith executed by said Mortgagor and payable as follows:

(156) payments of 750 23 (13 years) payable starting oct 1,2021 5% interest.

Prepayment is allowed at any time without penalty. Any partial prepayment shall be applied against the principal

amount outstanding and shall not postpone the due date of any subsequent monthly installments or change the amount of such installments, unless the Note holder shall otherwise agree in writing.

late fee will be charged on any payment that is received more than five (5) days after due date. If all or any part of the property or an interest therein is sold or transferred by Mortgagors without Mortgagee's prior written consent, excluding (a) the creation of a lien or encumbrances subordinate to this mortgage, (b) a transfer by devise, descent or by operation of law upon the death of the Mortgagors, or (c) the creation of a purchase money security interest for household appliances, Mortgagee may, at Mortgagee's option, declare all sums secured by this mortgage to be immediately due and payable. Mortgagees shall have waived such option to accelerate if, prior to the sale or transfer, mortgagee and the person to whom the property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to mortgagee and that the interest payable on the sums secured by this mortgage shall be at such rate as Mortgagee shall request. If Mortgagee has waived the option to accelerate provided in this paragraph, and if mortgagor's successor in interest has executed a written assumption agreement accepted in writing by mortgagee, mortgagee shall release mortgagor from all obligations under this mortgage and the Note. If mortgagee exercises such option to accelerate, mortgagee shall mail mortgagor notice of acceleration in accordance with address stated above. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which mortgagor may pay the sums declared due. If mortgagor fails to pay such sums prior to the expiration of such period, mortgagee may, without further notice or demand on mortgagor, invoke any remedies permitted herein.

Said note being payable to the Mortgagee at

3718 Tiger Point Blod Loft Breen To 32563; and
if the Mortgagor shall pay 'all other indebtedness secured hereby
and shall perform all the covenants and agreements herein
contained, then these presents shall be void; otherwise, they shall
remain in full force and effect.

Upon default in the payment of any installment of principal or interest on said note or any indebtedness secured hereby or after default in the performance of any of the covenants and agreements herein contained, the Mortgagee may declare the entire indebtedness immediately due and payable, and the Mortgagor hereby vests the Mortgagee with full power and authority, after the happening of any such default, to sell said property at public outcry at the front door of the Court House of said County, for cash to the highest bidder, after first giving thirty days notice of the time, place and terms of sale, together with a description of the property to be sold, by publication once a week for three consecutive weeks, in a newspaper published in said County; to make property conveyance to the purchaser in the name of the Mortgagor; and the proceeds of said sale to apply, first, to the payment of the costs of said sale, including a reasonable attorney's fee; second, to the payment of the amount of any indebtedness secured hereby together with the unpaid interest thereon to the date of sale, and any amount they may be due the Mortgagee by virtue of any of the special liens herein declared; and third, the balance, if any, to pay over to the said Mortgagor.

No failure of the Mortgagee to exercise any option herein given to declare the maturity of any or all of the indebtedness secured hereby shall be taken or construed as a waiver of Mortgagee's right to exercise such option or to declare such maturity by reason of any past or present default on the part of the Mortgagor; and the procurement of insurance or the payment of

the Mortgagor; and the procurement of insurance or the payment of taxes, or other liens, debts, or charges by the Mortgagee shall not be taken or construed as a waiver of its right to declare the maturity of any or all of the indebtedness secured hereby by reason of the failure of the Mortgagor to procure such insurance or to pay such taxes, debts, liens, or other charges.

And except as herein provided, the Mortgagor hereby covenants with the Mortgagee that the Mortgagor is seized of an indefeasible estate in fee simple in and to the above described property, is in the peaceable possession thereof, and has a good and lawful right to mortgage and convey the same; that said property is free from all encumbrances except as herein provided, and that the Mortgagor hereby warrants and will forever defend the title to said property unto the Mortgagee against the lawful claims of all persons, whomsoever.

The conveyance of the above described property and all warranties of the Mortgagor hereunder (whether express or statutory) are made subject to the lien of taxes hereafter falling due.

And the Mortgagor further expressly agrees and covenants:

- 1. To pay when due any and all indebtedness secured hereby;
- 2. To pay promptly all taxes, assessments, liens or other charges which may be, or become, effective against said property regardless of whether or not the same may be excepted from the warranties hereinabove, together with all penalties, costs, and other expenses incurred, or which may accrue, in connection therewith;
- 3. To keep any buildings or other improvements now or which may hereafter be erected upon said property in good repair and insured against fire and lightning and against hazards covered by the form of insurance contract generally known as "extended coverage", and also the form of coverage known as "all physical loss" if required by the Mortgagee, by policies issued by good and solvent insurance companies approved by the Mortgagee, which policies shall be deposited with the Mortgagee and shall provide that loss, if any, shall be payable to the Mortgagee as the Mortgagee's interest may appear, such policies to be in such amounts, not exceeding the insurable value of the said buildings or other improvements, as may be required by the Mortgagee; if the amount due on the indebtedness secured hereby is equal to or exceeds any proceedings paid under any of said policies of insurance, on the date of payment thereof, such proceeds shall be applied to the reduction or satisfaction of said indebtedness unless the Mortgagee agrees otherwise in writing;
- 4. That if the Mortgagee shall, upon the happening of any default hereunder, resort to litigation for the recovery of the sums secured hereby, or employ an attorney to collect said sums or to foreclose this Mortgage under the power of sale herein or by bill in equity, the Mortgagor will pay all reasonable costs, expenses, and attorney's fees thus incurred; and said costs, expenses, and attorney's fees, and any other sum or sums due the Mortgagee by virtue of any of the special liens herein declared, may be included in any judgment or decree rendered in connection with said litigation;
- 5. That if the Mortgagor fails to perform any of the duties herein specified, the Mortgagee may perform or remedy the same, and for any sums expended by the Mortgagee in this behalf of the Mortgagee shall have an additional lien, secured by these presents, on said property;
- 6. That in the event of any dispute or litigation arising over the title to, or possession of, said property the Mortgagee may take part therein and prosecute or defend said litigation, and for any sum or sums expended by the Mortgagee in this behalf,

including but not limited to reasonable attorney's fees, the Mortgagee shall have an additional lien, secured by these presents, on said property;

- 7. That at any sale under the powers herein the Mortgagee may bid for and purchase said property like a stranger hereto, and in event the Mortgagee should become the purchaser at said sale, either the auctioneer conducting the sale or the Mortgagee may execute a deed to the Mortgagee in the name of the Mortgagor as attorney-in-fact for Mortgagor;
- 8. That the word "mortgagee" wherever herein used, shall include all mortgagees herein named, and their respective heirs, executors, administrators, successors, and assigns, and the word "mortgagor" wherever herein used, shall include all mortgagors herein named, and their respective heirs, executors, administrators, successors and assigns. The masculine pronoun, wherever herein used, shall mean and include the appropriate feminine or neuter pronoun. Wherever herein used the singular number shall include the plural, and the plural number shall include the singular.

IN WITNESS WHEREOF, we have hereunto set par hands and seals on this the  $3_0$  day of 46v > 7 202(

\_\_(SEAL)

Curtis McKnight Sr.

FLERIDA STATE OF COUNTY OF &SLA-GIA

I, the undersigned authority, a Notary Public in and for said County in said State, do hereby certify that

whose name is signed to the foregoing conveyance and who are known to me, acknowledged before me on this day that, being informed of the contents of said conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal on this the 30 day of August 2021

My Commission Expires:

07-21-2025

Mortgagor's address: 3728 Tiga Pt Blud
Golf Breeze Fl 32563

Mortgagee's address:

THE WITHIN INSTRUMENT PREPARED BY:

CARL CARNEY 3728 Tign PT Blud GUL+ BROOM F132563

Glen Pearson

Notary Public, State of Florida Comm No.# HH106270 Comm. Expires Mar. 21, 2025

Recorded in Public Records 04/24/2014 at 09:14 AM OR Book 7162 Page 84, Instrument #2014028330, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording \$35.50

Recorded in Public Records 04/14/2014 at 08:41 AM OR Book 7157 Page 1435, Instrument #2014025469, Pam Childers Clerk of the Circuit Court Escambia County, FL

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

SYNOVUS BANK,

Plaintiff,

TORNADO FENCE, INC., a Florida corporation, also known as and doing business as Tornado Fence Company, Incorporated; SIDNEY BRUCE COBIA; JAMES H. COBIA, III; THEODORE S. COBIA; ESCAMBIA COUNTY, a political subdivision of the State of Florida; VINCENT P. EMMERT and/or doing business as SOLARSAFE & SECURE, LLC;

business as SOLARSAFE & SECURE, LLC; DIAMOND AMUSEMENT, INC.; CHRISTINE ENGLEHART, also known as MARY CHRISTINE ENGLEHART; and ARCHER EXTERIORS, INC.,

Defendants.



CASE NO.: 2012-CA-2887

## STIPULATED FINAL JUDGMENT OF DEFICIENCY

THIS MATTER came on before the Court on the Joint Stipulation for Entry of Final Judgment of Foreclosure and Final Judgment of Deficiency, by Plaintiff, SYNOVUS BANK, and Defendants, TORNADO FENCE, INC., SIDNEY BRUCE COBIA, JAMES H. COBIA, III, and THEODORE S. COBIA. After being duly advised in the premises and having considered the Joint Stipulation, the Court determines that the Plaintiff is entitled to a Final Judgment of Deficiency.

## IT IS THEREFORE ORDERED AND ADJUDGED:

I. The Court has jurisdiction over the Parties to this action and the subject matter herein.

PG: 1436

> 2. Plaintiff, SYNOVUS BANK, shall have and recover from and against Defendants, TORNADO FENCE, INC., a Florida corporation, also known as and doing business as Tornado Fence Company, Incorporated, SIDNEY BRUCE COBIA, JAMES H. COBIA, III, and THEODORE S. COBIA, jointly, severally, and in any combination thereof, the sum of \$194,126.78, FOR WHICH SUM LET EXECUTION ISSUE. Interest shall accrue on this Judgment at the rate of 4.75% per annum, or as otherwise prescribed by law.

- It is further ORDERED AND ADJUDGED, that the Judgment Debtors 3. shall complete under oath Fla. R. Civ. P. Form 1.977 (Fact Information Sheet), including all required attachments, and serve it on the Judgment Creditor's attorneys within forty-five (45) days from the date of the Final Judgment, unless the Final Judgment is satisfied or postjudgment discovery is stayed.
- Jurisdiction of this action is retained to enter further orders as are proper.

DONE AND ORDERED in Chambers, Pensacola, Escambia County, Florida,

, 2014.

HONORABLE JOHN T. PARNHAM

Circuit Court Judge

Conformed copies to: Philip A. Bates, P.A. Lisa S. Minshew

> CERTIFIED TO BE A TRUE COPY OF THE ORIGINAL ON FILE IN THIS OFFICE WITNESS MY HAND AND OFFICIAL SEAL PAM CHILDERS THE CIRCUIT COURT & COMPTROLLER YTY, FLORIDA

2

BK: 7157 PG: 1437

## **CLERK'S CERTIFICATE OF SERVICE**

The undersigned Deputy Clerk hereby certifies that he/she delivered a true and correct copy of the foregoing via email to:

pbates@philipbates.net cruebsamen@philipbates.net lgrove@philipbates.net

lsminshew@lisaminshewlaw.com theresa@lisaminshewlaw.com

The attorney who submitted the proposed Judgment is responsible for distribution of the same to any party herein who is not listed above.

Witness my hand and seal of the Court on this // day of // 2014, as Clerk of the Circuit Court.

PAM CHILDERS
Clerk of the Circuit Court.

Citik of the Cheun Cour

Deputy Clerk

PLAINTIFF'S ADDRESS:

Synovus Bank 1148 Broadway Columbus, GA 31901

**DEFENDANTS' ADDRESSES:** 

Tornado Fence, Inc. a/k/a Tornado Fence Company, Incorporated c/o its Registered Agent and President: Bruce S. Cobia 416 W. Herman Street Pensacola, FL 32505 BK: 7162 PG: 87 Last Page

BK: 7157 PG: 1438 Last Page

Bruce S. Cobia 416 W. Herman Street Pensacola, FL 32505

James H. Cobia, III 416 W. Herman Street Pensacola, FL 32505

Theodore S. Cobia 1128 Tall Pine Trail Gulf Breeze, FL 32561 Recorded in Public Records 01/15/2016 at 10:56 AM OR Book 7464 Page 1156, Instrument #2016003303, Pam Childers Clerk of the Circuit Court Escambia County, FL

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

SYNOVUS BANK,

Plaintiff,

v.

CASE NO.: 2012-CA-2887

TORNADO FENCE, INC., a Florida corporation, also known as and doing business as Tornado Fence Company, Incorporated; SIDNEY BRUCE COBIA; JAMES H. COBIA, III; THEODORE S. COBIA; ESCAMBIA COUNTY, a political subdivision of the State of Florida; VINCENT P. EMMERT and/or doing business as SOLARSAFE & SECURE, LLC; DIAMOND AMUSEMENT, INC.; CHRISTINE ENGLEHART, also known as MARY CHRISTINE ENGLEHART; and ARCHER EXTERIORS, INC.,

Defendants.

and

SERVISFIRST BANK, INC.,

Garnishee.



## STIPULATED JUDGMENT ON WRIT OF GARNISHMENT

Based on the Stipulated Motion for Final Judgment of Garnishment of Plaintiff, SYNOVUS BANK, Defendant, TORNADO FENCE, INC., and Garnishee, SERVISFIRST BANK, INC.

## IT IS ADJUDGED:

1. Garnishee, SERVISFIRST BANK, INC., whose address is 316 S. Baylen Street, Pensacola, FL 32502, c/o Hal R. Fowler, Senior Vice President, shall pay to Plaintiff, SYNOVUS BANK, whose address is 125 W. Romana St., Pensacola, FL

32502, the sum of \$19.25 deposited in the account of Defendant, TORNADO FENCE, INC., for which let execution issue.

DONE AND ORDERED in Chambers in Pensacola, Escambia County,

Florida, this 13th day of January, 201

Honorable W. Joel Boles Circuit Court Judge

Conformed Copies to: Philip A. Bates, P.A. Lisa S. Minshew ServisFirst Bank, Inc.

e-served only

Filing # 59525154 E-Filed 07/26/2017 11:08:27 AM

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

SYNOVUS BANK,

Plaintiff,

v.

CASE NO.: 2012-CA-2887

TORNADO FENCE, INC., a Florida corporation, also known as and doing business as Tornado Fence Company, Incorporated; SIDNEY BRUCE COBIA; JAMES H. COBIA, III; THEODORE S. COBIA; ESCAMBIA COUNTY, a political subdivision of the State of Florida; VINCENT P. EMMERT and/or doing business as SOLARSAFE & SECURE, LLC; DIAMOND AMUSEMENT, INC.; CHRISTINE ENGLEHART, also known as MARY CHRISTINE ENGLEHART; and ARCHER EXTERIORS, INC.,

Defendants.

and

SERVISFIRST BANK, INC., and WELLS FARGO BANK

Garnishee.

## STIPULATED JUDGMENT ON WRITS OF GARNISHMENT

Based on the Stipulated Motion on Writs of Garnishment of Plaintiff, SYNOVUS BANK, Defendants, TORNADO FENCE, INC., ("TORNADO") SIDNEY BRUCE COBIA ("S. COBIA") AND JAMES H. COBIA, III ("J. COBIA"), and agreed to by Garnishees, ServisFirst Bank and Wells Fargo Bank,

#### IT IS ADJUDGED:

- 1. The Stipulated Motion on Writs of Garnishment is approved.
- 2. Garnishee, WELLS FARGO BANK, whose address is c/o John B. Kent, Marks Gray, P.O. Box 447, Jacksonville, FL 32201, shall pay to Plaintiff, SYNOVUS BANK, whose address is 125 W. Romana St., Pensacola, FL 32502, the sum of \$3,000.00 from Account #1 of Defendant, TORNADO FENCE, INC., for which let execution issue. The remaining funds in Wells Fargo Bank's Account #1 and all funds in Account #2 may be released from the Writ of Garnishment. Garnishee, Wells Fargo Bank, has been paid its compensation provided by law.
- The Writ of Garnishment directed to SERVISFIRST BANK is dismissed and dissolved.
- 4. Defendants, TORNADO FENCE, INC. and SIDNEY BRUCE COBIA, shall cause an ACH Form to be executed and delivered to Garnishee, WELLS FARGO BANK for weekly automatic payments to be made payable to Plaintiff, SYNOVUS BANK, which weekly payments, whether automatic or otherwise, shall continue until the Judgment is paid in full with interest.

DONE AND ORDERED in Chambers in Pensacola, Escambia County, Florida,

this 215th day of 3114

. 2017.

Honorable W. J<del>oel Boles</del> Circuit Court Judge Conformed Copies to: Philip A. Bates, P.A. Lisa S. Minshew Wells Fargo Bank c/o John Kent ServisFirst Bank

Plaintiff's Address: Synovus Bank 8025 Westside Parkway Alpharetta, GA 30009

## Defendants' Addresses:

Tornado Fence, Inc., a/k/a Tornado Fence Company, Incorporated c/o its Registered Agent and President: S. Bruce Cobia 1410 N. "W" Street Pensacola, FL 32505

Sidney Bruce Cobia 309 Edgewater Drive Pensacola, FL 32507

James H. Cobia, III 1026 Woodlore Circle Gulf Breeze, FL 32563

Garnishee's Address

Wells Fargo Bank c/o John B. Kent Marks Gray P.O. Box 447 Jacksonville, FL 32201