

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

Fait I. Tax Deeu	Application Infor	The second secon					
Applicant Name Applicant Address	KEYS FUNDING LLC - 7022 PO BOX 71540 PHILADELPHIA, PA 19176-1540			Applica	ation date	Apr 22, 2024	
Description	TUBB ROBERT W	19176-	1540				
Property description	405 GIBBS RD PENSACOLA, FL	32507			Certific	cate #	2022 / 3618
	405 GIBBS RD 08-2474-000				D-4		06/04/2022
	LT 624 BLK 28 NA\ 380 OR 6309 P 97		PB 1 P 100	OR 2062 P	Date certificate issued		06/01/2022
Part 2: Certificat	es Owned by App	licant and	d Filed wi	th Tax Deed	Applic	ation	
Column 1 Certificate Number	Columi er Date of Certifi			olumn 3 unt of Certificate		Column 4 Interest	Column 5: Total (Column 3 + Column 4)
# 2022/3618	06/01/2		race Anio	539.66		26.98	566.64
		·	<u>. </u>		<u> </u>	→Part 2: Total*	566.64
Part 3: Other Ce	rtificates Redeem	ed by Ap	plicant (C	ther than Co	unty)	702 M. S. 102 M. S. 103 M.	
Column 1 Certificate Number	Column 2 Date of Other Certificate Sale	nn 2 Column 3 Column 4 Other Face Amount of Tax Collector's			Column 5 Interest	Total (Column 3 + Column 4 + Column 5)	
# 2023/3669	06/01/2023	0	545.68		6.25	36.26	588.19
	<u> </u>	I		· · · · · ·		Part 3: Total*	588.19
Part 4: Tax Coll	ector Certified Am	ounts (L	ines 1-7)		400	Section 2	
1. Cost of all cert	ificates in applicant's	possessio	n and othe	r certificates red (*	deemed Total of	by applicant Parts 2 + 3 above	1,154.83
2. Delinquent tax	es paid by the applic	ant			·		0.00
3. Current taxes	paid by the applicant						483.94
4. Property inforr	mation report fee						200.00
5. Tax deed appl	ication fee						175.00
	ed by tax collector un	der s.197.5	542, F.S. (s	ee Tax Collecto	or Instru	ctions, page 2)	0.00
7.						I Paid (Lines 1-6)	2,013.77
	nformation is true and				y inform	ation report fee, a	nd tax collector's fees
1	1					Escambia, Florid	ia
Sign here:	To				Da	ate April 24th,	
Sign	ature, Tax Collector or Des	ignee					

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

Dai	et E. Clark of Court Cartified Amounts /Lines 9 44)	Therefore,		Alexander de la companya de la comp
	rt 5: Clerk of Court Certified Amounts (Lines 8-14)	24. Apr. 40 (A. A. A		
8.				
9.	Certified or registered mail charge			
10.	Clerk of Court advertising, notice for newspaper, and electronic auction fees			
11.	Recording fee for certificate of notice			
12.	Sheriff's fees			
13.	Interest (see Clerk of Court Instructions, page 2)			
14.	Total	Paid (Lines	s 8-13)	
15.	Plus one-half of the assessed value of homestead property, if applicable under s F.S.	. 197.502(6)	5)(c),	26,253.00
16.	Statutory opening bid (total of Lines 7, 14, 15, and 16 if applicable)			
Sign I	here: Date of Signature, Clerk of Court or Designee	sale <u>0</u>	04/02/2025	

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

R. 12/16

Section 197.502, Florida Statutes

Application Number: 2400517

512

To: Tax Collector of <u>ESCAI</u>	MBIA COUNTY	_, Florida	
I, KEYS FUNDING LLC - 7022 PO BOX 71540 PHILADELPHIA, PA 19176-1540 hold the listed tax certificate and	•	same to the Tax	Collector and make tax deed application thereon
Account Number	Certificate No.	Date	Legal Description
08-2474-000	2022/3618	06-01-2022	LT 624 BLK 28 NAVY POINT PB 1 P 100 OR 2062 P 380 OR 6309 P 97 CA 224
Sheriff's costs, if applic	g tax certificates plus in omitted taxes, plus int fees, property informat able.	terest covering th	
Electronic signature on file KEYS FUNDING LLC - 7022 PO BOX 71540 PHILADELPHIA, PA 19176- Applicant's			<u>04-22-2024</u> Application Date



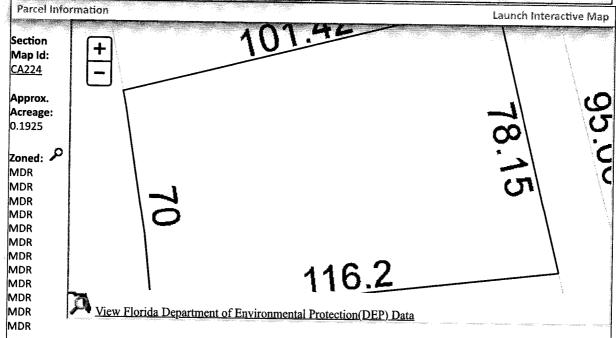
Real Estate Search

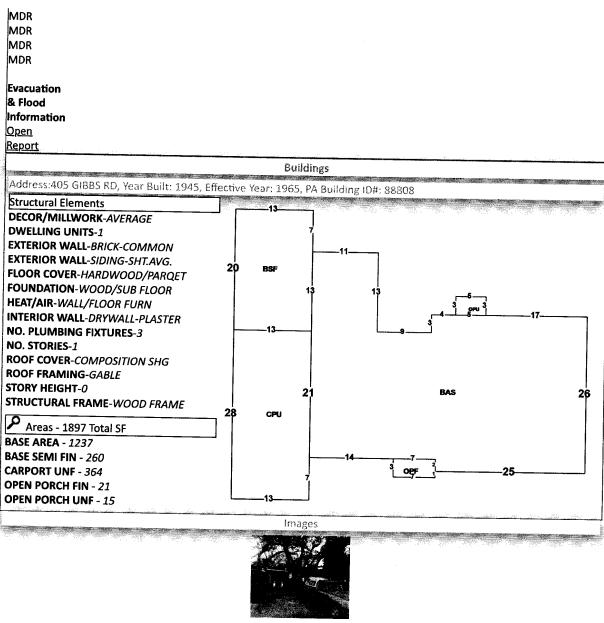
Tangible Property Search

Sale List

<u>Back</u>

Nav. Mode
Account OParcel ID Printer Friendly Version General Information Assessments Parcel ID: 5025306090630028 Year Land Imprv Total Cap Val Account: 082474000 2023 \$30,000 \$100,609 \$130,609 \$52,506 Owners: **TUBB ROBERT W** 2022 \$20,000 \$89,775 \$109,775 \$50,977 Mail: 405 GIBBS RD 2021 \$20,000 \$73,997 \$93,997 \$49,493 PENSACOLA, FL 32507 Situs: 405 GIBBS RD 32507 Disclaimer **Use Code:** SINGLE FAMILY RESID P **Taxing Tax Estimator COUNTY MSTU Authority:** File for Exemption(s) Online Tax Inquiry: **Open Tax Inquiry Window** Tax Inquiry link courtesy of Scott Lunsford **Report Storm Damage** Escambia County Tax Collector Sales Data 2023 Certified Roll Exemptions Official Records HOMESTEAD EXEMPTION Book Page Sale Date Value Type (New Window) 04/02/2008 6309 97 \$32,000 WD Là Legal Description 05/1985 2062 380 \$32,000 SC LT 624 BLK 28 NAVY POINT PB 1 P 100 OR 2062 P 380 OR 03/1985 2037 869 \$100 QC 6309 P 97 CA 224 05/1982 1651 95 \$100 WD 09/1981 1576 73 \$29,400 WD **Extra Features** Official Records Inquiry courtesy of Pam Childers None Escambia County Clerk of the Circuit Court and Comptroller Parcel Information Launch Interactive Map





3/1/2019 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.

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: 082474000 Certificate Number: 003618 of 2022

Payor: NANCY STEWART 3713 CAROLYN FARM RD DOUGLASVILLE GA 30135 Date 12/5/2024

Clerk's Check #	5508632578	Clerk's Total	\$538,08 \$24	5/2.39
Tax Collector Check #	1	Tax Collector's Total	\$2, 3 82.50 H	
Application and the second and the s	The state of the s	Postage	\$100.00	
Trapproximate in the second and the significant second sec	ALL MARKET CONTROL OF THE CONTROL OF	Researcher Copies	\$0.00	
**************************************		Recording	\$10.00	
(14-man-decorate y 1/10-man-photogramm) money and no solven to that a second three second population and states	100 100 100 100 100 100 100 100 100 100	Prep Fee	\$7.00	
	HILLION OF HERMANIAN AND AND AND AND AND AND AND AND AND A	Total Received	_\$3 ,037.58	

\$2,469.39

PAM CHILDERS
Clerk of the Circuit Court

Received By:_ Deputy Clerk

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

PAM CHILDERS

CLERK OF THE CIRCUIT COURT ARCHIVES AND RECORDS CHILDSUPPORT CIRCUIT CIVIL CIRCUIT CRIMINAL COUNTY CIVIL COUNTY CRIMINAL 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 003618 Redeemed Date 12/5/2024

Name NANCY STEWART 3713 CAROLYN FARM RD DOUGLASVILLE GA 30135

Clerk's Total = TAXDEED	\$588.08 \$ 2,452.39
Due Tax Collector = TAXDEED	\$2,782.50
Postage = TD2	\$100.00
ResearcherCopies = TD6	\$0.00
Release TDA Notice (Recording) = RECORD2	\$10.00
Release TDA Notice (Prep Fee) = TD4	\$7.00
San Control of the Co	

• For Office Use Only

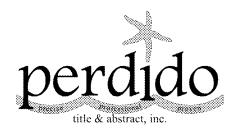
Date	Docket	Desc	Amount Owed	Amount Due	Payee Name	
un it	FINANCIAL SUMMARY					
No Information Available - See Dockets						



PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

Tax Deed - Redemption Calculator
Account: 082474000 Certificate Number: 003618 of 2022

Redemption No 🗸	Application Date 4/22/2024	Interest Rate 18%
	Final Redemption Payment ESTIMATED	Redemption Overpayment ACTUAL
	Auction Date 4/2/2025	Redemption Date 12/5/2024
Months	12	8
Tax Collector	\$2,013.77	\$2,013.77
Tax Collector Interest	\$362.48	\$241.65
Tax Collector Fee	\$6.25	\$6.25
Total Tax Collector	\$2,382.50	\$2,261.67
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	\$54.72
Total Clerk	\$538.08	\$510.72
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	\$3,037.58	\$2,789.39
	Repayment Overpayment Refund Amount	\$248.19
Book/Page	9148	85



PROPERTY INFORMATION REPORT

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

THE ATTACHED RE	THE ATTACHED REPORT IS ISSUED TO:				
SCOTT LUNSFORD,	ESCAMBIA COUNTY TAX	X COLLECTOR			
TAX ACCOUNT #:	08-2474-000	CERTIFICATE #:	2022-3618		
REPORT IS LIMITED		RESSLY IDENTIFIED BY	RS OR OMISSIONS IN THIS NAME IN THE PROPERTY FORMATION REPORT.		
listing of the owner(s) tax information and a lieucumbrances recorded title to said land as listed	isting and copies of all open of the open open open open open open open ope	ed herein together with curre or unsatisfied leases, mortga as of Escambia County, Flor responsibility of the party n	ent and delinquent ad valorem		
and mineral or any sub	surface rights of any kind or os, boundary line disputes, ar	nature; easements, restriction	or in subsequent years; oil, gas, ons and covenants of record; uld be disclosed by an accurate		
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 "Repor	t" herein refers to the Proper	ty Information Report and t	he documents attached hereto.		
Period Searched: Dece	mber 12, 2004 to and includ	ding December 12, 2024	Abstractor: Mike Campbell		
BY MMACLIPAL					

Michael A. Campbell, As President

Dated: December 17, 2024

PROPERTY INFORMATION REPORT

CONTINUATION PAGE

December 17, 2024

Tax Account #: 08-2474-000

1. The Grantee(s) of the last deed(s) of record is/are: **ROBERT W. TUBB**

By Virtue of Agreement for Deed recorded 5/14/1985 in OR 2062/380 and Warranty Deed from Joseph Anthony Riha recorded 04/03/2008 – OR 6309/97

- 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. NONE
- 4. Taxes:

Taxes for the year(s) NONE are delinquent.

Tax Account #: 08-2474-000 Assessed Value: \$54,081.00

Exemptions: HOMESTEAD EXEMPTION

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 #: 08-2474-000

CERTIFICATE #: 2022-3618

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

YES	NO	
	\boxtimes	Notify City of Pensacola, P.O. Box 12910, 32521
	\boxtimes	Notify Escambia County, 190 Governmental Center, 32502
\boxtimes		Homestead for <u>2024</u> tax year.

ROBERT W. TUBB 405 GIBBS RD. PENSACOLA, FL 32507

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

PERDIDO TITLE & ABSTRACT, INC.

Malphel

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

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

PROPERTY INFORMATION REPORT

December 17, 2024 Tax Account #:08-2474-000

LEGAL DESCRIPTION EXHIBIT "A"

LT 624 BLK 28 NAVY POINT PB 1 P 100 OR 2062 P 380 OR 6309 P 224

SECTION 50, TOWNSHIP 2 S, RANGE 30 W

TAX ACCOUNT NUMBER 08-2474-000(0425-49)

* OFFICIAL RECORDS * * BK 2062 PG 380 :

THIS INSTRUMENT WAS PREPARED BYS
WILLIAM GUY DAVIS, IR.
WILLIAM GUY DAVIS, IR.
WILLIAM FIORIDA 32578
PENSACOLA, FLORIDA 32578

Intag

STATE OF FLORIDA
COUNTY OF ESCAMBIA

THIS AGREEMENT, entered into by and between Joseph Anthony Riha, a married man, as seller and Robert W. Tubb, as buyer, whose address is 405 Gibbs Road, Pensacola, Florida, 32507, WITNESSETH:

(1) The seller agrees to sell to the buyer, and the buyer agrees to buy from the seller the following described real estate, situate, lying and being in Escambia County, Florida, to-wit:

Lot 624, Block 28, in NAVY POINT, a subdivision of a portion of Section 50, Township 2 South, Range 30 West, in Escambia County, Florida, according to Plat filed in Plat Book 1, Pages 100A, 100B, 100C, of the public records of said County;

together with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining at and for the total sum of Thirty Two Thousand and No/100 Dollars (\$32,000.00) of which sum the buyer has paid to the seller no later than this date the total sum of Three Thousand and No/100 Dollars (\$3,000.00), the receipt of which is hereby acknowledged, and the buyer agrees, subject to the terms and conditions of this agreement, to pay the additional sum of Twenty Nine Thousand and No/100 Dollars (\$29,000.00) and has given his promissory note of date even herewith in said sum payable to the seller at the office of Joseph Anthony Riha, c/o Esquire Barber Shop, 11 East Garden Street, Pensacola, Florida, 32501, or other place as designated by the seller, in consecutive monthly installments of not less than Three Hundred Ten and No/100 Dollars (\$310.00) each on account of principal and interest commencing June 1, 1985, after date. The said note bears interest from its date at the rate of twelve and one-half percentum (12.5%) per annum with interest to be computed on the unpaid balance at the beginning of

each month.

D.S. PD. 43.50 DATE 5-14-85 JOS A. FLOWERS, COMPTROLLER BY: (Paker) BILLION D.C. CERT. REG. #59-2043328-27-01 Received S <u>38.00</u> in payment of Taxes due on Class "C' Interpublic Personal Property, persual to Florida Statules.

JOS A. FLOWERS,

(2) The seller agrees, at his (wn cost and expense, to furnish the buyer with a title insurance commitment issued by a title insurance company of seller's choice acceptable to the buyer (it being understood that Lawyer's Title Insurance Corporation, Chelsea Title & Guaranty Company, Attorneys' Title Insurance Fund, Title & Trust Company of Florida and Chicago Title Insurance Company, or any one of them shall be acceptable to the buyer) within thirty (30) days after the full execution hereof by both parties, agreeing to issue to the buyer upon the recording of this contract a title insurance policy in the amount of the purchase price insuring the title of the buyer as the contract purchaser to said real property, excepting only mechanic's and materialmen's liens, restrictions and easements of record, taxes and assessments for the current year, the existing mortgage on the property as hereafter mentioned, any state of facts which an accurate survey would show, and subject to such standard conditions and exceptions as usually are printed in owner's policies issued by that title insuror, and the buyer is to have fifteen (15) days from date of delivery of said title commitment within which to have the title to said property approved. If record title to said property, as shown by said commitment, is not good and ir surable in the opinion of the attorneys for the buyer, subject to the restrictions and easements of record and the mortgage lien as hereinafter described, then upon surrender of the said title commitment to the seller this contract shall stand rescinded or, at the option of the buyer, he may accept the title and require performance of this contract; provided if on or before the expiration of said fifteen (15) days buyer fails to furnish seller with a written opinion of the attorney for buyer disapproving the title based on said commitment and specifically pointing out the grounds of disapproval, the buyer shall be conclusively presumed to have accepted the title and be bound to perform. In the event the buyer fails and refuses to complete the purchase hereunder, the seller at his option may require specific performance or retain any sums paid to seller as liquidated damages and

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treat this contract at an end. In the event of termination hereof, declaration of termination for failure of buyer to comply herewith, executed and recorded by the seller shall as to all third parties be deemed conclusive evidence of the valid termination of the rights of buyer.

- under this contract, and the due and faithful performance by the buyer of the agreements and covenants herein agreed to be done or performed, the seller shall promptly execute and deliver to the buyer a good and sufficient warranty deed of conveyance to the said property, except however, as to taxes for 1985 and subsequent years and as to all restrictions and easements of record in Escambia County, Florida, but with no warranty whatsoever as to liens or encumbrances against said property created or suffered by the buyer, his successors and assigns, all at the cost and expense of the buyer, including documentary stamps to be affixed to said deed, (for which costs the seller will reimburse the buyer one-half thereof) and subject to any mortgage liens which the buyer may hereafter agree to assume.
- (4) The above described property is presently encumbered by the mortgage as hereinafter described, to-wit:

Mortgage from Ernest Joseph Jones and Deborah L. Jones, as husband and wife, to Colonial Mortgage Company, in the original principal sum of \$26,500.00, dated June 24, 1977, recorded in Official Record Book 1116 at page 857 of the public records of Escambia County, Florida, the unpaid principal balance on which is approximately the sum of \$24,000.00;

the payments on which the seller hereby agrees to pay regularly and promptly as they come due; provided, however, in the event the seller does not make the said payments on the aforesaid mortgage to said mortgagee promptly when due, the buyer may at his option make said payments and receive credit therefor against the aforesaid monthly installments due to the seller on this contract.

(5) Anything herein and in that certain note described in paragraph (1) above to the contrary notwithstanding,

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the buyer and the seller covenant and agree that buyer, at buyer's option may pay in full to the seller, his heirs, personal representatives, successors and assigns, at any time, the total unpaid principal balance then due on said note (secured by this contract) together with accreed interest to date of payment in certified funds, less and except the then unpaid principal and accrued interest balance due at that time, if any, on the mortgage and the indebtedness represented thereby due to Colonial Mortgage Company described in paragraph (4) above and that buyer will assume and agree to pay and abide by in all respects the said mortgage and indebtedness secured thereby as described in paragraph (4) above; whereupon the seller will promptly execute and deliver to the buyer a good and sufficient deed-of conveyance as set forth in paragraph (3) above provided all other covenants and agreements hereunder have been faithfully performed. If the said difference between the balance due on this contract and that due on said mortgage described above is not paid prior thereto, this contract and the debt it secures shall mature on May 8, 2015.

- (6) The buyer covenants and agrees that he will join with the seller, his heirs, successors and assigns, in executing any notes, mortgages, affidavits, additional advance agreements, contracts or other documents required by any lender in connection with any financing or refinancing of the said property by a mortgage on the above described property, provided however, that the amount of said notes, mortgages, agreements, etc. which the buyer shall be required to execute shall at no time exceed, nor be amortized at a slower rate than, the unpaid balance due on this contract for principal and accrued interest.
- perfect and unimpaired the security property hereinabove described and to permit, commit or suffer no waste, impairment or deterioration of said property or any part thereof, and also covenants and agrees to pay all taxes for 1985 and subsequent years, Al' assessments, levies, obligations and encumbrances of every kir to keep the improvements now or hereafter on said property. The described insured against loss by fire, windstorm and other hazards in the names of the parties as their interest may appear in the sum of not less than Twenty Nine Thousand and No/100 Dollars

Changed page approved 548/85

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(\$29,000.00), or maximum insurable value, whichever is less, at the cost and expense of the buyer. In the event any of said sums be not promptly paid or any of said covenarts be not promptly performed, the seller shall have the option to pay the same without waiving or affecting his right to declare a forfeiture or to foreclose this contract, or without waiving any other right hereunder, and all sums so paid for taxes, assessments, levies, obligations, encumbrances, hazard insurance, etc. shall become a part of the indebtedness secured hereby and shall bear interest at the rate herein provided. Seller and buyer covenant and agree that the taxes and insurance premiums are currently paid out of the escrow account maintained by seller with Colonial Mortgage Company on the mortgage described in paragraph (4) above. Buyer shall reimburse seller for such escrow costs either on a monthly basis or annually (at buyer's option) immediately upon being notified by seller of the disbursements from the escrow account to pay the taxes and insurance premiums. Failure to so reimburse the seller within fifteen (15) days after such notification shall constitute a default under this contract for which seller may at his option foreclose or collect as otherwise provided herein. If the buyer desires to increase the hazard insurance coverage of the existing policy to comply with the foregoing requirements or if he desires to furnish a new hazard insurance or homeowners policy insuring both parties as their interest may appear and showing Colonial Mortgage Company as the mortgagee (provided such policy is acceptable to the mortgagee) he may do so by paying the first year's premium in full and then paying monthly to the seller any increase in the cost of such policy which seller may be required to pay into the escrow account on a monthly basis. The intent hereof is for buyer to be totally responsible and liable for all taxes and all hazard insurance premiums and costs subsequent to the date of the contract-sales agreement; February 25, 1985.

(8) The buyer further covenants and agrees that

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he will not grant, convey or release the above-described property or any interest therein by deed, mortgage, lien or in any manner whatsoever without obtaining the prior written consent of the seller. A breach of this covenant shall give the seller the right to terminate this agreement immediately at his option.

- (9) Buyer covenants and agrees to make each installment payment as hereinabove provided promptly when such payments are due, and upon his failure to make any such payment as provided for by this contract, or upon his failure to perform any of the covenants or agreements herein contained, the buyer shall forfeit all rights whatsoever under this contract and any and all payments made on account of said property shall be considered and treated as a reasonable rental of same up until the date of default or non-payment and the buyer shall become, as to the property hereinabove described, the tenant at will of seller and will vacate and deliver up possession thereof to seller upon three (3) days notice in writing; or the seller may treat this agreement as a lien to secure the balance of the unpaid purchase price and the faithful performance of all of the covenants and agreements herein set forth and at his option, upon any such breach, default or non-payment of any installment, declare the entire unpaid balance, including accrued interest and any advances for taxes and insurance, if any, immediately due and payable, time being of the essence, and foreclose this instrument as a mortgage on the above-described property in accordance with the Statutes of Florida providing for such mortgage foreclosures; and, all costs and expenses, including a reasonable attorney's fee incurred in collecting said unpaid balance or in foreclosing said lien, shall be a part of the lien upon said property and of the sum adjudged upon foreclosure.
- (10) Buyer covenants that in the event seller places this contract in the hands of an attorney for collection or forecloure, he will pay a reasonable attorney's fee to

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the seller's attorney and also all costs of collection and suit, which costs and fees shall be included in any such sum adjudged on foreclosure.

(11) The above-described property does not constitute the homestead of the seller now or at any time and seller has no intention of residing on said property. Seller resid 1900 Bayou Blvd., Pensacola, Florida, 32503.

IN TESTIMONY WHEREOF, the undersigned parties hereto have hereunto set their hands and seals in duplicate day of

Signed, sealed and delivered by said Seller in the

presence of:

SELLER

Signed, sealed and delivered by said Buyer in the

presence

BUYER

STATE OF FLORIDA

COUNTY OF ESCAMBIA

Before the undersigned Notary Public in and for the State of Florida at Large, personally came and appeared Joseph Anthony Riha, a married man, known to me and known to me to be the individual described by said name in and who executed the above and foregoing instrument, and he acknowledged and declared that he executed the same freely and voluntarily for the uses and purposes therein set forth

GIVEN under my hand and official seal thi

_, 1985. day of

My Commission Expires

Robert

at Large

* OFFICIAL RECORDS * *
*BK 2062 PG 387

STATE OF FLORIDA

COUNTY OF ESCAMBIA

Before the und rsigned Notary Public in and for the State of Florida at Large, personally came and appeared Robert W. Tubb, known to me and known to me to be the Individual described by said name in and who executed the above and foregoing instrument, and he acknowledged and declared that he executed the same freely and voluntarily for the uses and purposes therein set forth.

GIVEN under my hand and official seal this day of __May___, 1985.

otary Public, State of Fl.

at Large My Commission Expires:

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Recorded in Public Records 04/03/2008 at 02:20 PM OR Book 6309 Page 97, Instrument #2008025442, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording \$18.50 Deed Stamps \$224.00

STATE OF FLORIDA COUNTY OF ESCAMBIA

Warranty Deed

KNOW ALL MEN BY THESE PRESENTS, that I, **Joseph Anthony Riha** (whose mailing address is c/o Esquire Barber Shop, 11 East Garden Street, Pensacola, FL 32501), for and in consideration of One Hundred Dollars and other good and valuable considerations to me and hand paid, the receipt and sufficiency of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto **Robert W. Tubb** (whose mailing address 405 Gibbs Road, Pensacola, FL 32507), his heirs, personal representatives, successors and assigns, forever, the following described real property, situate, lying and being in the County of Escambia, State of Florida, to-wit:

Lot 624, Block 28, in Navy Point, a subdivision of a portion of Section 50, Township 2 South, Range 30 West, in Escambia County, Florida, according to Plat filed in Plat Book 1, Pages 100A, 100B, 100C, of the public records of said County.

There is excepted from the warranties herein contained any restrictions and easements of record in Escambia County, Florida; the lien of ad valorem taxes for 1981 and subsequent years; any mineral conveyances and reservations of record; all matters contained on the plat of Navy Point as described aforesaid; and any lien or encumbrance against the subject property created or suffered by the Grantee (including, without limitation, those two certain notices of lien recorded in O.R. Book 4317, Page 1210 and O.R. Book 4453, Page 943, both in the public records of Escambia County, Florida).

This warranty deed is being executed and delivered by Grantor to Grantee pursuant to the terms and conditions of that certain agreement recorded in O.R. Book 2062, Page 380, et seq., of the public records of Escambia County, Florida, and Grantor hereby acknowledges that the \$32,000 indebtedness set forth in part one thereof, together with interest attributable thereto, has been paid in full.

TO HAVE AND TO HOLD the above described property unto the said Grantee, his heirs, personal representatives, successors and assigns in fee simple, forever, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, free from all exemptions and right of homestead.

Grantor hereby sets of record that the herein described property does not constitute the homestead of the Grantor now or anytime, and that Grantor has never resided on said property.

Subject to the matters set forth herein, Grantor covenants that he is well seized of an

BK: 6309 PG: 98 Last Page

Type of Identification:

indefeasible estate in fee simple in said property, and has good title to convey the same; and it is free of liens or encumbrances; and that Grantor, his heirs, personal representatives, successors and assigns, shall and will forever warrant and defend the Grantee, his heirs, personal representatives, successors and assigns, in the quiet and peaceful possession and enjoyment thereof against all persons lawfully claiming the same.

In witness whereof, I have hereunto set my hand this 200 day of 1000, 2008.

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Signed, sealed and delivered in the presence of:	
in the presence of.	(!+1 'V-V
Pdu a Sewal	Joseph Urlling Wha
Print Name: FOWIN A STEWART, JR	Joseph Anthony Riha
A .	
· Nowword	
Print Name: GARRETT UN WALTO	-
STATE OF FLORIDA, COUNTY OF ESCAMB	JIA
The foregoing instrument was acknowledged this	2 7 day of 10 part
Anthony Riha, who personally appeared before me	e and acknowledged that he signed the instrument
voluntarily for the purposes expressed in it.	and deterior, reaged that he signed the histrament
Signature of Notary Public, State of Florida	
Print Name of Notary: GAMARI WWALL	
Personally Known	
Produced Identification	********************************

Property Appraiser's Parcel Identification Number (not a part of the legal description): 50-2S-30-6090-630-028 Prepared by and Return to: Garrett W. Walton, P. O. Box 12358, Pensacola, FL 32591

Comm# DD0640937