



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

0125.16

| Part 1: Tax Deed Application Information | | | | | |
|--|---|--|---------------------------------|--|---|
| Applicant Name Applicant Address | JUAN C CAPOTE MIKON FINANCIAL SERVICES, INC. AND OCEAN BANK 780 NW 42 AVE #204 MIAMI, FL 33126 | Application date | Apr 17, 2024 | (A) | |
| Property description | CUTTING JEREMY 111 LAKEWOOD RD PENSACOLA, FL 32507 111 LAKEWOOD RD 08-3654-000 LT 3 BLK 1 LAKEWOOD PB 2 P 30/30A OR 8212 P 1975/1973 CA 196 | Certificate # | 2022 / 3693 | | |
| | | 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) | |
| # 2022/3693 | 06/01/2022 | 830.39 | 41.52 | 871.91 | |
| →Part 2: Total* | | | | 871.91 | |
| 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) |
| # 2023/3757 | 06/01/2023 | 845.17 | 6.25 | 54.23 | 905.65 |
| Part 3: Total* | | | | | 905.65 |
| 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) | | | | | 1,777.56 |
| 2. Delinquent taxes paid by the applicant | | | | | 0.00 |
| 3. Current taxes paid by the applicant | | | | | 787.48 |
| 4. Property information report fee | | | | | 200.00 |
| 5. Tax deed application fee | | | | | 175.00 |
| 6. Interest accrued by tax collector under s.197.542, F.S. (see Tax Collector Instructions, page 2) | | | | | 0.00 |
| 7. Total Paid (Lines 1-6) | | | | | 2,940.04 |
| 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: | | | | Escambia, Florida | |
| Signature, Tax Collector or Designee | | | | Date <u>April 25th, 2024</u> | |

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

46.25

| Part 5: Clerk of Court Certified Amounts (Lines 8-14) | |
|---|-----------|
| 8. Processing tax deed fee | |
| 9. Certified or registered mail charge | |
| 10. Clerk of Court advertising, notice for newspaper, and electronic auction fees | |
| 11. Recording fee for certificate of notice | |
| 12. Sheriff's fees | |
| 13. Interest (see Clerk of Court Instructions, page 2) | |
| 14. Total Paid (Lines 8-13) | |
| 15. Plus one-half of the assessed value of homestead property, if applicable under s. 197.502(6)(c), F.S. | 44,247.00 |
| 16. Statutory opening bid (total of Lines 7, 14, 15, and 16 if applicable) | |
| Sign here: _____ Date of sale <u>01/08/2025</u> Signature, Clerk of Court or Designee | |

INSTRUCTIONS

Tax Collector (complete Parts 1-4)

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

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

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

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

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

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

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

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

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

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

Clerk of Court (complete Part 5)

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

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

APPLICATION FOR TAX DEED

Section 197.502, Florida Statutes

512
R. 12/16

Application Number: 2400435

To: Tax Collector of ESCAMBIA COUNTY, Florida

I,
JUAN C CAPOTE
MIKON FINANCIAL SERVICES, INC. AND OCEAN BANK
780 NW 42 AVE #204
MIAMI, FL 33126,

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 |
|----------------|-----------------|------------|---|
| 08-3654-000 | 2022/3693 | 06-01-2022 | LT 3 BLK 1 LAKEWOOD PB 2 P 30/30A OR 8212 P 1975/1973 CA 196 |

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
JUAN C CAPOTE
MIKON FINANCIAL SERVICES, INC. AND OCEAN BANK
780 NW 42 AVE #204
MIAMI, FL 33126

04-17-2024
Application Date

Applicant's signature



Chris Jones Escambia County Property Appraiser

[Real Estate Search](#)

[Tangible Property Search](#)

[Sale List](#)

[Back](#)

← Nav. Mode Account Parcel ID →

[Printer Friendly Version](#)

| General Information | | Assessments | | | | |
|--|---|-------------------------------------|-------------|--------------|--------------|----------------|
| Parcel ID: | 5925301000030001 | Year | Land | Imprv | Total | Cap Val |
| Account: | 083654000 | 2023 | \$31,250 | \$114,439 | \$145,689 | \$88,494 |
| Owners: | CUTTING JEREMY | 2022 | \$15,000 | \$102,115 | \$117,115 | \$85,917 |
| Mail: | 111 LAKEWOOD RD PENSACOLA, FL 32507 | 2021 | \$8,000 | \$80,400 | \$88,400 | \$83,415 |
| Situs: | 111 LAKEWOOD RD 32507 | Disclaimer | | | | |
| Use Code: | SINGLE FAMILY RESID | Tax Estimator | | | | |
| Taxing Authority: | COUNTY MSTU | File for Exemption(s) Online | | | | |
| Tax Inquiry: | Open Tax Inquiry Window | Report Storm Damage | | | | |
| Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector | | | | | | |

| Sales Data | | | | | | 2023 Certified Roll Exemptions |
|---|-------------|-------------|--------------|-------------|--------------------------------------|--|
| Sale Date | Book | Page | Value | Type | Official Records (New Window) | HOMESTEAD EXEMPTION |
| 12/09/2019 | 8212 | 1975 | \$100 | CJ | | |
| 12/09/2019 | 8212 | 1973 | \$100 | CJ | | |
| 01/1985 | 2017 | 450 | \$100 | CJ | | |
| 12/1984 | 2010 | 442 | \$48,000 | WD | | |
| 05/1982 | 1641 | 900 | \$100 | WD | | |
| Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller | | | | | | Legal Description |
| | | | | | | LT 3 BLK 1 LAKEWOOD PB 2 P 30/30A OR 8212 P 1975/1973 CA 196 |
| | | | | | | Extra Features |
| | | | | | | None |

Parcel Information

Section

Map Id:
CA196

Approx. Acreage:
0.3422

Zoned:

MDR
MDR
MDR
MDR
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MDR
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MDR

[Launch Interactive Map](#)


[View Florida Department of Environmental Protection \(DEP\) Data](#)

Buildings

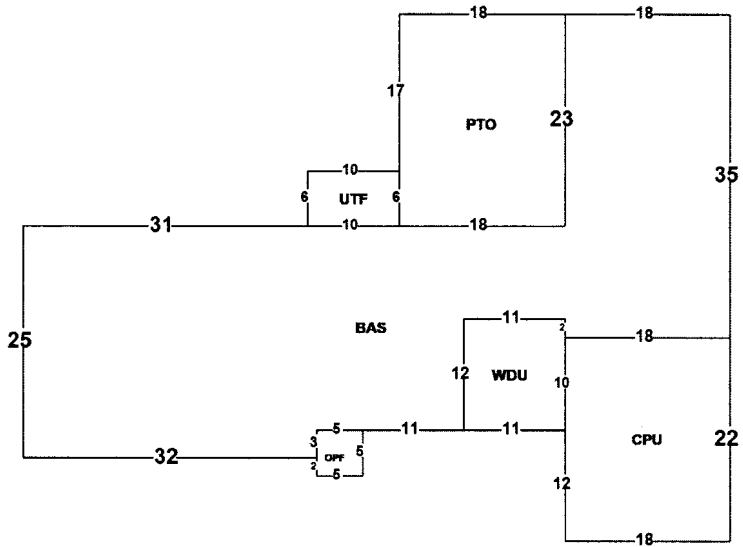
Address: 111 LAKEWOOD RD, Year Built: 1949, Effective Year: 1949, PA Building ID#: 90325

Structural Elements

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

 Areas - 2919 Total SF

BASE AREA - 1892
CARPORT UNF - 396
OPEN PORCH FIN - 25
PATIO - 414
UTILITY FIN - 60
WOOD DECK UNF - 132



Images



1/22/2024 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 **MIKON FINANCIAL SERVICES INC AND OCEAN BANK** holder of **Tax Certificate No. 03693**, 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:

LT 3 BLK 1 LAKEWOOD PB 2 P 30/30A OR 8212 P 1975/1973 CA 196

SECTION 59, TOWNSHIP 2 S, RANGE 30 W

TAX ACCOUNT NUMBER 083654000 (0125-16)

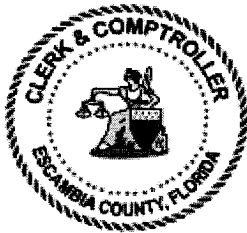
The assessment of the said property under the said certificate issued was in the name of

JEREMY CUTTING

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 **second** Wednesday in the month of January, which is the **8th day of January 2025**.

Dated this 1st day of May 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 #: 08-3654-000 CERTIFICATE #: 2022-3693

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: September 9, 2004 to and including September 9, 2024 Abstractor: Stacie Wright

BY

Michael A. Campbell,
As President

Dated: September 10, 2024

PROPERTY INFORMATION REPORT
CONTINUATION PAGE

September 10, 2024

Tax Account #: **08-3654-000**

1. The Grantee(s) of the last deed(s) of record is/are: **JEREMY CUTTING**
By Virtue of Order of Summary Administration recorded 12/10/2019 in OR 8212/1973

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 U.S. Small Business Administration recorded 1/5/2021 OR 8437/1501**
 - b. **Tax Lien in favor of Department of Revenue/Internal Revenue Service recorded 7/17/2006 OR 5951/154**
 - c. **Tax Lien in favor of Department of Revenue/Internal Revenue Service recorded 1/11/2007 OR 6067/125**
 - d. **Lien in favor of Pensacola Energy recorded 5/15/2023 OR 8977/1096**

4. Taxes:

Taxes for the year(s) 2021-2023 are delinquent.
Tax Account #: 08-3654-000
Assessed Value: \$88,494.00
Exemptions: HOMESTEAD

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

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

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

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

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

CERTIFICATION: TITLE SEARCH FOR TDA

TAX DEED SALE DATE: JAN 8, 2025
TAX ACCOUNT #: 08-3654-000
CERTIFICATE #: 2022-3693

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

| YES | NO | |
|-------------------------------------|-------------------------------------|--|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Notify City of Pensacola, P.O. Box 12910, 32521 |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Notify Escambia County, 190 Governmental Center, 32502 |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Homestead for <u>2023</u> tax year. |

JEREMY CUTTING
111 LAKEWOOD RD
PENSACOLA, FL 32507

U. S. SMALL BUSINESS ADMINISTRATION
2 NORTH 20TH STREET, SUITE 320
BIRMINGHAM, AL 35203

PENSACOLA ENERGY
P. O. BOX 12910
PENSACOLA, FL 32521-0044

DEPARTMENT OF TREASURY
INTERNAL REVENUE SERVICE
400 W BAY ST STE 35045
JACKSONVILLE, FL 32202-4437

Certified and delivered to Escambia County Tax Collector, this 15th day of September, 2024.

PERDIDO TITLE & ABSTRACT, INC.



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

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

PROPERTY INFORMATION REPORT

September 10, 2024

Tax Account #:08-3654-000

**LEGAL DESCRIPTION
EXHIBIT "A"**

LT 3 BLK 1 LAKEWOOD PB 2 P 30/30A OR 8212 P 1975/1973 CA 196

SECTION 59, TOWNSHIP 2 S, RANGE 30 W

TAX ACCOUNT NUMBER 08-3654-000(0125-16)

3. Debtors of the decedent, those holding property of the decedent, and those with whom securities or other property of decedent are registered, are authorized and directed to comply with this order by paying, delivering, or transferring to those specified above the parts of the decedent's estate assigned to them by this order, and the persons so paying, delivering, or transferring shall not be accountable to anyone else for the property.

DONE AND ORDERED in Escambia County, Florida.



eSigned by CIRCUIT COURT JUDGE W. JOEL BOLES
on 12/09/2019 15:57:20 htgQQ9NP

CC:
Jeremy Cutting by email at:
cindy.cutting@yahoo.com

MAIL ANY NOTICE OF DEFAULT TO:
U.S. SMALL BUSINESS ADMINISTRATION
2 North 20th Street, Suite 320
Birmingham, AL 35203

THIS INSTRUMENT PREPARED BY AND
WHEN RECORDED MAIL TO:
ANDREW NEUBAUER, Attorney
U.S. SMALL BUSINESS ADMINISTRATION
14925 Kingsport Road
Fort Worth, TX 76155-2243
(800) 366-6303

CYNTHIA CUTTING, et al
2001415998-Mod1 / DLH 9104988204

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MORTGAGE **(Direct)**

This mortgage made and entered into this **12th** day of **December, 2020**, by and between **JEREMY CUTTING AND CYNTHIA CUTTING, HIS WIFE, AS TO HER INTEREST, IF ANY., 111 LAKEWOOD RD, PENSACOLA, FL 32507** (hereinafter referred to as mortgagor) and the Administrator of the U.S. Small Business Administration, an agency of the Government of the United States of America (hereinafter referred to as mortgagee), who maintains an office and place of business at **2 North 20th Street, Suite 320, Birmingham, AL 35203**.

WITNESSETH, that for the consideration hereinafter stated, receipt of which is hereby acknowledged, the mortgagor does hereby mortgage, sell, grant, assign, and convey unto the mortgagee, his successors and assigns, all of the following described property situated and being in the County of **ESCAMBIA**, State of Florida.

Described in Exhibit "A" attached hereto and made a part hereof.

It is hereby agreed between the parties hereto, that if the mortgagor, subsequent to the date of this mortgage, conveys, contracts, or attempts to sell the above described mortgaged property in any way or manner whatsoever, while said property is mortgaged to the mortgagee, and without the written consent of the mortgagee, then and in such event the whole sum of principal and interest of the debt secured by this mortgage shall, at the option of the mortgagee, become immediately due and payable, and this mortgage may be foreclosed at once if said debt is not paid in full.

"This transaction is exempt from the Florida Intangible Tax since a governmental agency is holder of the indebtedness."

Together with and including all buildings, all fixtures including but not limited to all plumbing, heating, lighting, ventilating, refrigerating, incinerating, air conditioning apparatus, and elevators (the mortgagor hereby declaring that it is intended that the items herein enumerated shall be deemed to have been permanently installed as part of the realty), and all improvements now or hereafter existing thereon; the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise appertaining, and the reversion and

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reversions, remainder and remainders, all rights of redemption, and the rents, issues, and profits of the above described property (provided, however, that the mortgagor shall be entitled to the possession of said property and to collect and retain the rents, issues, and profits until default hereunder). To have and to hold the same unto the mortgagee and the successors in interest of the mortgagee forever in fee simple or such other estate, if any, as is stated herein.

FOR THE PURPOSE OF SECURING: (1) Payment of the principal and interest as set forth above; (2) Payment of any and all obligations and liability, which are now due or may hereafter become due from Mortgagor; (3) Performance of each agreement of Mortgagor hereincontained; (4) Payment of all sums to be paid to Mortgagee pursuant to the terms hereof.

The mortgagor covenants that he is lawfully seized and possessed of and has the right to sell and convey said property; that the same is free from all encumbrances except as hereinabove recited; and that he hereby binds himself and his successors in interest to warrant and defend the title aforesaid thereto and every part thereof against the claims of all persons whomsoever.

This instrument is given to secure the payment of a promissory note dated **December 11, 2020** in the principal sum of **\$53,000.00** and maturing on **December 11, 2050**.

1. The mortgagor covenants and agrees as follows:

a. He will promptly pay the indebtedness evidenced by said promissory note at the times and in the manner therein provided.

b. He will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefore to the said mortgagee.

c. He will pay such expenses and fees as may be incurred in the protection and maintenance of said property, including the fees of any attorney employed by the mortgagee for the collection of any or all of the indebtedness hereby secured, or for foreclosure by mortgagee's sale, or court proceedings, or in any other litigation or proceeding affecting said premises. Attorneys' fees reasonably incurred in any other way shall be paid by the mortgagor.

d. For better security of the indebtedness hereby secured, upon the request of the mortgagee, its successors or assigns, he shall execute and deliver a supplemental mortgage or mortgages covering any additions, improvements, or betterments made to the property hereinabove described and all property acquired by it after the date hereof (all in form satisfactory to mortgagee). Furthermore, should mortgagor fail to cure any default in the payment of a prior or inferior encumbrance on the property described by this instrument, mortgagor hereby agrees to permit mortgagee to cure such default, but mortgagee is not obligated to do so; and such advances shall become part of the indebtedness secured by this instrument, subject to the same terms and conditions.

e. The rights created by this conveyance shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness evidenced by said promissory note or any part thereof secured hereby.

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f. He will continuously maintain hazard insurance, of such type or types and in such amounts as the mortgagee may from time to time require on the improvements now or hereafter on said property, and will pay promptly when due any premiums therefor. All insurance shall be carried in companies acceptable to mortgagee and the policies and renewals thereof shall be held by mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the mortgagee. In event of loss, mortgagor will give immediate notice in writing to mortgagee, and mortgagee may make proof of loss if not made promptly by mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to mortgagee instead of to mortgagor and mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged or destroyed. In event of foreclosure of this mortgage, or other transfer of title to said property in extinguishment of the indebtedness secured hereby, all right, title, and interest of the mortgagor in and to any insurance policies then in force shall pass to the purchaser or mortgagee or, at the option of the mortgagee, may be surrendered for a refund.

g. He will keep all buildings and other improvements on said property in good repair and condition; will permit, commit, or suffer no waste, impairment, deterioration of said property or any part thereof; in the event of failure of the mortgagor to keep the buildings on said premises and those erected on said premises, or improvements thereon, in good repair, the mortgagee may make such repairs as in its discretion it may deem necessary for the proper preservation thereof; and the full amount of each and every such payment shall be immediately due and payable and shall be secured by the lien of this mortgage.

h. He will not voluntarily create or permit to be created against the property subject to this mortgage any lien or liens inferior or superior to the lien of this mortgage without the written consent of the mortgagee; and further, he will keep and maintain the same free from the claim of all persons supplying labor or materials for construction of any and all buildings or improvements now being erected or to be erected on said premises.

i. He will not rent or assign any part of the rent of said mortgaged property or demolish, or remove, or substantially alter any building without the written consent of the mortgagee.

j. All awards of damages in connection with any condemnation for public use of or injury to any of the property subject to this mortgage are hereby assigned and shall be paid to mortgagee, who may apply the same to payment of the installments last due under said note, and mortgagee is hereby authorized, in the name of the mortgagor, to execute and deliver valid acquittances thereof and to appeal from any such award.

k. The mortgagee shall have the right to inspect the mortgaged premises at any reasonable time.

2. Default in any of the covenants or conditions of this instrument or of the note or loan agreement secured hereby shall terminate the mortgagor's right to possession, use, and enjoyment of the property, at the option of the mortgagee or his assigns (it being agreed that the mortgagor shall have such right until default). Upon any such default, the mortgagee shall become the owner of all of the rents and profits accruing after default as security for the indebtedness secured hereby, with the right to enter upon said property for the purpose of collecting such rents and profits. This instrument shall operate as an assignment of any rentals on said property to that extent.

3. The mortgagor covenants and agrees that if he shall fail to pay said indebtedness or any part thereof when due, or shall fail to perform any covenant or agreement of this instrument or the promissory note secured hereby, the entire indebtedness hereby secured shall immediately become due, payable, and collectible

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without notice, at the option of the mortgagee or assigns, regardless of maturity, and the mortgagee or his assigns may before or after entry sell said property without appraisal (the mortgagor having waived and assigned to the mortgagee all rights of appraisal):

(I) at judicial sale pursuant to the provisions of 28 U.S.C. 2001 (a); or

(II) at the option of the mortgagee, either by auction or by solicitation of sealed bids, for the highest and best bid complying with the terms of sale and manner of payment specified in the published notice of sale, first giving four weeks' notice of the time, terms, and place of such sale, by advertisement not less than once during each of said four weeks in a newspaper published or distributed in the county in which said property is situated, all other notice being hereby waived by the mortgagor (and said mortgagee, or any person on behalf of said mortgagee, may bid with the unpaid indebtedness evidenced by said note). Said sale shall be held at or on the property to be sold or at the Federal [, county, or city/or Commonwealth] courthouse for the county in which the property is located. The mortgagee is hereby authorized to execute for and on behalf of the mortgagor and to deliver to the purchaser at such sale a sufficient conveyance of said property, which conveyance shall contain recitals as to the happening of the default upon which the execution of the power of sale herein granted depends; and the said mortgagor hereby constitutes and appoints the mortgagee or any agent or attorney of the mortgagee, the agent and attorney in fact of said mortgagor to make such recitals and to execute said conveyance and hereby covenants and agrees that the recitals so made shall be effectual to bar all equity or right of redemption, homestead, dower, and all other exemptions of the mortgagor, all of which are hereby expressly waived and conveyed to the mortgagee; or

(III) take any other appropriate action pursuant to state or Federal statute either in state or Federal court or otherwise for the disposition of the property.

In the event of a sale as hereinabove provided, the mortgagor or any person in possession under the mortgage shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale or be summarily dispossessed, in accordance with the provisions of law applicable to tenants holding over. The power and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise, and are granted as cumulative to the remedies for collection of said indebtedness provided by law.

4. The proceeds of any sale of said property in accordance with the preceding paragraphs shall be applied first to pay the costs and expenses of said sale, the expenses incurred by the mortgagee for the purpose of protecting or maintaining said property, and reasonable attorneys' fees; secondly, to pay the indebtedness secured hereby; and thirdly, to pay any surplus or excess to the person or persons legally entitled thereto.

5. In the event said property is sold at a judicial foreclosure sale or pursuant to the power of sale hereinabove granted, and the proceeds are not sufficient to pay the total indebtedness secured by this instrument and evidenced by said promissory note, the mortgagee will be entitled to a deficiency judgment for the amount of the *deficiency without regard to appraisal*.

6. In the event the mortgagor fails to pay any Federal, state, or local tax assessment, income tax or other tax lien, charge, fee, or other expense charged against the property, the mortgagee is hereby authorized at his option to pay the same. Any sums so paid by the mortgagee shall be added to and become a part of the principal amount of the indebtedness evidenced by said note, subject to the same terms and conditions. If the mortgagor shall pay and discharge the indebtedness evidenced by said promissory note, and shall pay such sums and

2001415998-Mod1/DLH9104988204

shall discharge all taxes and liens and the costs, fees, and expenses of making, enforcing, and executing this mortgage, then this mortgage shall be canceled and surrendered.

7. The covenants herein contained shall bind and the benefits and advantages shall inure to the respective successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

8. No waiver of any covenant herein or of the obligation secured hereby shall at any time thereafter be held to be a waiver of the terms hereof or of the note secured hereby.

9. In compliance with section 101.106 of the Rules and Regulations of the U.S. Small Business Administration [13 C.F.R. 101.106], this instrument is to be construed and enforced in accordance with applicable Federal law. This Mortgage is to be construed and enforced in accordance with Federal law. Mortgagor hereby waives any rights or immunity purportedly conferred by Commonwealth law limiting Mortgagee's right to a deficiency judgement after either a judicial foreclosure or a foreclosure under the power of sale referred to above.

10. A judicial decree, order, or judgment holding any provision or portion of this instrument invalid or unenforceable shall not in any way impair or preclude the enforcement of the remaining provisions or portions of this instrument.

11. Any written notice to be issued to the mortgagor pursuant to the provisions of this instrument shall be addressed to the mortgagor at **111 LAKEWOOD RD, PENSACOLA, FL 32507** and any written notice to be issued to the mortgagee shall be addressed to the mortgagee at 2 North 20th Street, Suite 320, Birmingham, AL 35203.

If any one or more of the provisions contained in this Mortgage shall for any reason be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Mortgage.

2001415998-Mod1 /DLH9104988204

IN WITNESS WHEREOF, the mortgagor has executed this instrument and the mortgagee has accepted delivery of this instrument as of the day and year aforesaid.

STATE OF FLORIDA
COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 4 day of January, 2021, by CYNTHIA CUTTING, Individually and JEREMY CUTTING, Individually who is personally known to me or produced driver's license as identification.

[Signature]

Notary Public

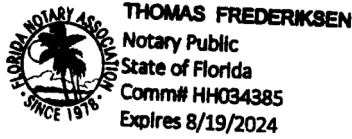
Thomas Frederiksen

Notary Public Printed Name

My Commission Expires: 8/19/2024

Individual Execution:
[Signature]
CYNTHIA CUTTING, Individually

Individual Execution:
[Signature]
JEREMY CUTTING, Individually



2001415998-Mod1/DLH9104988204

EXHIBIT "A"

*THE FOLLOWING DESCRIBED PROPERTY SITUATED IN THE CITY OF PENSACOLA, COUNTY OF ESCAMBIA,
STATE OF FLORIDA, TO WIT:*

LT 3 BLK 1 LAKEWOOD PB 2 P 30/30 A OR 2010 P 442 CA 196

More commonly known as: **111 LAKEWOOD RD, PENSACOLA, FL 32507**

| | |
|--|--|
| Form 668 (Y)(c) (Rev. February 2004) | 4258 Department of the Treasury - Internal Revenue Service <h3 style="text-align: center;">Notice of Federal Tax Lien</h3> |
|--|--|

| | | |
|--|----------------------------|--------------------------------------|
| Area: SMALL BUSINESS/SELF EMPLOYED AREA #3 Lien Unit Phone: (800) 913-6050 | Serial Number 336529806 | For Optional Use by Recording Office |
|--|----------------------------|--------------------------------------|

As provided by section 6321, 6322, and 6323 of the Internal Revenue Code, we are giving a notice that taxes (including interest and penalties) have been assessed against the following-named taxpayer. We have made a demand for payment of this liability, but it remains unpaid. Therefore, there is a lien in favor of the United States on all property and rights to property belonging to this taxpayer for the amount of these taxes, and additional penalties, interest, and costs that may accrue.

Name of Taxpayer CYNTHIA K STEVENS CUTTING

Residence 220 LINDSAY LN
 CANTONMENT, FL 32533-4832

IMPORTANT RELEASE INFORMATION: For each assessment listed below, unless notice of the lien is refiled by the date given in column (e), this notice shall, on the day following such date, operate as a certificate of release as defined in IRC 6325(a).

| Kind of Tax (a) | Tax Period Ending (b) | Identifying Number (c) | Date of Assessment (d) | Last Day for Refiling (e) | Unpaid Balance of Assessment (f) |
|--------------------|--------------------------|---------------------------|---------------------------|------------------------------|-------------------------------------|
| 6672 | 06/30/2002 | XXX-XX-4770 | 01/02/2006 | 02/01/2016 | 660.68 |
| 6672 | 09/30/2002 | XXX-XX-4770 | 01/02/2006 | 02/01/2016 | 233.30 |
| 6672 | 12/31/2002 | XXX-XX-4770 | 01/02/2006 | 02/01/2016 | 757.23 |
| 6672 | 03/31/2003 | XXX-XX-4770 | 01/02/2006 | 02/01/2016 | 729.59 |
| 6672 | 06/30/2003 | XXX-XX-4770 | 01/02/2006 | 02/01/2016 | 1457.07 |
| 6672 | 09/30/2003 | XXX-XX-4770 | 01/02/2006 | 02/01/2016 | 2294.80 |
| 6672 | 12/31/2003 | XXX-XX-4770 | 01/02/2006 | 02/01/2016 | 2196.03 |
| 6672 | 03/31/2004 | XXX-XX-4770 | 01/02/2006 | 02/01/2016 | 1490.70 |
| 6672 | 06/30/2004 | XXX-XX-4770 | 01/02/2006 | 02/01/2016 | 2339.60 |
| 6672 | 12/31/2004 | XXX-XX-4770 | 01/02/2006 | 02/01/2016 | 2149.03 |
| 6672 | 03/31/2005 | XXX-XX-4770 | 01/02/2006 | 02/01/2016 | 1934.56 |
| 6672 | 06/30/2005 | XXX-XX-4770 | 01/02/2006 | 02/01/2016 | 2358.08 |
| 6672 | 09/30/2005 | XXX-XX-4770 | 01/02/2006 | 02/01/2016 | 2162.71 |

| | | | |
|---|-------|----|----------|
| Place of Filing CLERK OF CIRCUIT COURT ESCAMBIA COUNTY PENSACOLA, FL 32595 | Total | \$ | 20763.38 |
|---|-------|----|----------|

This notice was prepared and signed at JACKSONVILLE, FL, on this,
 the 27th day of December, 2006.

| | | |
|---|--|------------|
| Signature <i>R. A. Mitchell</i> for J. GREGORY | Title REVENUE OFFICER (850) 430-1108 x1130 | 23-09-2410 |
|---|--|------------|

| | | | |
|--|------|--|--------------------|
| Form 668 (Y)(c) (Rev. February 2004) | 1872 | Department of the Treasury - Internal Revenue Service Notice of Federal Tax Lien | \$10.00 FEE |
|--|------|--|--------------------|

| | | |
|--|----------------------------|--------------------------------------|
| Area: SMALL BUSINESS/SELF EMPLOYED AREA #3 Lien Unit Phone: (800) 913-6050 | Serial Number 301369406 | For Optional Use by Recording Office |
|--|----------------------------|--------------------------------------|

As provided by section 6321, 6322, and 6323 of the Internal Revenue Code, we are giving a notice that taxes (including interest and penalties) have been assessed against the following-named taxpayer. We have made a demand for payment of this liability, but it remains unpaid. Therefore, there is a lien in favor of the United States on all property and rights to property belonging to this taxpayer for the amount of these taxes, and additional penalties, interest, and costs that may accrue.

Name of Taxpayer JEREMY A CUTTING

Residence 110 SABLE DR APT A
 PENSACOLA, FL 32514-0000

IMPORTANT RELEASE INFORMATION: For each assessment listed below, unless notice of the lien is refiled by the date given in column (e), this notice shall, on the day following such date, operate as a certificate of release as defined in IRC 6325(a).

| Kind of Tax (a) | Tax Period Ending (b) | Identifying Number (c) | Date of Assessment (d) | Last Day for Refiling (e) | Unpaid Balance of Assessment (f) |
|--------------------|--------------------------|---------------------------|---------------------------|------------------------------|-------------------------------------|
| 6672 | 03/31/2002 | XXX-XX-4963 | 04/07/2006 | 05/07/2016 | 817.36 |
| 6672 | 06/30/2002 | XXX-XX-4963 | 04/07/2006 | 05/07/2016 | 929.24 |
| 6672 | 09/30/2002 | XXX-XX-4963 | 04/07/2006 | 05/07/2016 | 235.01 |
| 6672 | 12/31/2002 | XXX-XX-4963 | 04/07/2006 | 05/07/2016 | 762.77 |
| 6672 | 03/31/2003 | XXX-XX-4963 | 04/07/2006 | 05/07/2016 | 734.93 |
| 6672 | 06/30/2003 | XXX-XX-4963 | 04/07/2006 | 05/07/2016 | 1467.73 |
| 6672 | 09/30/2003 | XXX-XX-4963 | 04/07/2006 | 05/07/2016 | 2311.58 |
| 6672 | 12/31/2003 | XXX-XX-4963 | 04/07/2006 | 05/07/2016 | 2212.09 |
| 6672 | 03/31/2004 | XXX-XX-4963 | 04/07/2006 | 05/07/2016 | 1501.60 |
| 6672 | 06/30/2004 | XXX-XX-4963 | 04/07/2006 | 05/07/2016 | 2356.71 |
| 6672 | 12/31/2004 | XXX-XX-4963 | 04/07/2006 | 05/07/2016 | 2164.75 |
| 6672 | 03/31/2005 | XXX-XX-4963 | 04/07/2006 | 05/07/2016 | 1948.71 |
| 6672 | 06/30/2005 | XXX-XX-4963 | 04/07/2006 | 05/07/2016 | 2375.33 |
| 6672 | 09/30/2005 | XXX-XX-4963 | 04/07/2006 | 05/07/2016 | 2178.53 |

| | | | |
|---|-------|----|----------|
| Place of Filing CLERK OF CIRCUIT COURT ESCAMBIA COUNTY PENSACOLA, FL 32595 | Total | \$ | 21996.34 |
|---|-------|----|----------|

This notice was prepared and signed at JACKSONVILLE, FL, on this, the 07th day of July, 2006.

| | | |
|---|--|------------|
| Signature <i>R. A. Mitchell</i> for J. GREGORY | Title REVENUE OFFICER (850) 430-1108 x1130 | 23-09-2410 |
|---|--|------------|

(NOTE: Certificate of officer authorized by law to take acknowledgment is not essential to the validity of Notice of Federal Tax lien
 Rev. Rul. 71-466, 1971 - 2 C.B. 409)

Part 1 - Kept By Recording Office

Form **668(Y)(c)** (Rev. 2-2004)
 CAT. NO 60025X



**This instrument was prepared
by and is to be returned to:**
City of Pensacola / Pensacola Energy
Utility Lien Services
P.O. Box 12910
Pensacola, Florida 32521-0044

Tax Parcel ID No.: 592S301000030001

NOTICE OF LIEN FOR MUNICIPAL GAS SERVICES

Notice is hereby given that, pursuant to §159.17, Florida Statutes, and the City of Pensacola Resolution #09-10, the **City of Pensacola**, a Florida municipal corporation, has filed this lien against the following described real property situated in Escambia County, Florida:

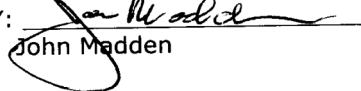
Property Owner: JEREMY CUTTING
Legal description: LT 3 BLK 1 LAKEWOOD PB 2 P 30/30A OR 8212 P 1975/1973 CA 196
More commonly known as: 111 LAKEWOOD RD

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, this lien shall be void and of no effect.

The total amount due the City of Pensacola through May 31, 2023 is \$522.13, together with additional unpaid natural gas service charges, if any, which may accrue subsequent to that date and simple interest on unpaid charges at 18 percent per annum.

A signed copy of this lien has been sent to the property owner of record, JEREMY CUTTING, 111 LAKEWOOD RD PENSACOLA FL 32507-2361 via certified mail return receipt requested and regular U.S. mail this 15TH day of MAY, 2023.


CITY OF PENSACOLA,
a Florida municipal corporation

BY: 
John Madden

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 15TH day of MAY, 2023, by John Madden, of the City of Pensacola, who is personally known to me and who did not take an oath.

[Notary Seal]


Notary Public - State of Florida

Stephanie A. Chwastyk
Notary Public-State of Florida
My Comm. Expires: April 28, 2024
Notary Comm. No. GG982747

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: 083654000 Certificate Number: 003693 of 2022**

Payor: JEREMY CUTTING 111 LAKEWOOD RD PENSACOLA, FL 32507 Date 11/14/2024

Clerk's Check # 5509723899
 Tax Collector Check # 1

Clerk's Total \$517.56
 Tax Collector's Total \$3,343.20
 Postage \$32.80
 Researcher Copies \$0.00
 Recording \$10.00
 Prep Fee \$7.00
 Total Received \$3,910.56

Reduced
 @ 3455.87

**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>**