

# 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								
Applicant Name Applicant Address  Applicant Address  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		
Property description	CUTTING JEREMY 111 LAKEWOOD RD PENSACOLA, FL 32507				Certificate #		2022 / 3693	
	111 LAKEWOOD RD 08-3654-000 LT 3 BLK 1 LAKEWOOD PB 2 P 30/30A OR 8212 P 1975/1973 CA 196				Date certificate issued		06/01/2022	
Part 2: Certificat	es O	wned by Appl	icant an	d Filed wi	th Tax Deed	Appli	cation	
Column 1 Certificate Number	ımn 1 Column 2 Column 3 Colu		Column 4 Interest	Column 5: Total (Column 3 + Column 4)				
# 2022/3693		06/01/20	22	830.39		41.52		871.91
							→Part 2: Total*	871.91
Part 3: Other Ce	rtifica	ates Redeeme	d by Ap	plicant (O	ther than Co	unty)		
Column 1 Certificate Number		Column 2 Date of Other ertificate Sale	Col Face A	umn 3 Amount of Certificate	Column 4 Tax Collector's		Column 5 Interest	Total (Column 3 + Column 4 + Column 5)
# 2023/3757	<del></del>	06/01/2023		845.17	<del></del>	6.25	54.23	905.65
	Т	Aff		1			Part 3: Total*	905.65
Part 4: Tax Coll	ector	Certified Am	ounts (L	ines 1-7)				<b>新</b>
Cost of all cer					certificates red	deeme Total o	d by applicant of Parts 2 + 3 above	1,777.56
2. Delinquent tax	es pa	id by the applica	ant	· · · · · · · · · · · · · · · · · · ·	<u> </u>			0.00
Current taxes paid by the applicant					787.48			
Property information report fee					200.00			
Tax deed application fee				175.00				
6. Interest accru			der s.197.	542, F.S. (s	ee Tax Collect	or Instr	ructions, page 2)	0.00
7.							tal Paid (Lines 1-6)	2,940.0
	inform	ation is true and t the property in	I the tax c	ertificates, i statement is	nterest, proper s attached.	ty infor	mation report fee, a	nd tax collector's fees
Sign here:	V	Tek Colleger of Des	W			[	Escambia, Florio Date <u>April 25th,</u>	

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

46.25

Par	t 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.		
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 01/08/2  Signature, Clerk of Court or Designee	025

### 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

Application Number: 2400435

To: Tax Collector ofESCA	MBIA COUNTY , F	lorida	
I, JUAN C CAPOTE MIKON FINANCIAL SERVICES, 780 NW 42 AVE #204 MIAMI, FL 33126, hold the listed tax certificate and		me 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
<ul> <li>pay all delinquent an</li> <li>pay all Tax Collector's Sheriff's costs, if appl</li> </ul>	ng tax certificates plus intended omitted taxes, plus intended fees, property information licable.	rest covering the	
which are in my possession.	ate on which this applicati	on is based and	Tall other coralloates of the came legal accomplish
Electronic signature on file JUAN C CAPOTE MIKON FINANCIAL SERVIC 780 NW 42 AVE #204 MIAMI, FL 33126	ES, INC. AND OCEAN BA	ANK	<u>04-17-2024</u> Application Date
Applican	t's signature	<u></u>	, <b>,</b>

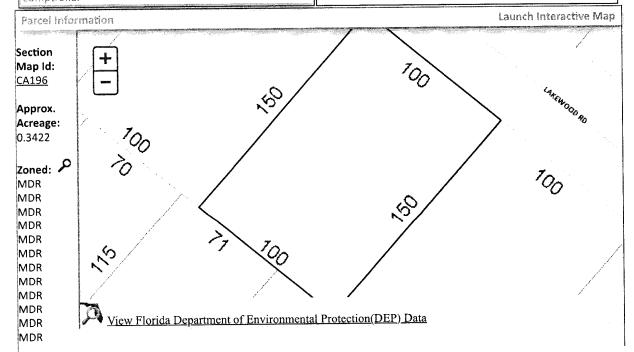
**Real Estate Search** 

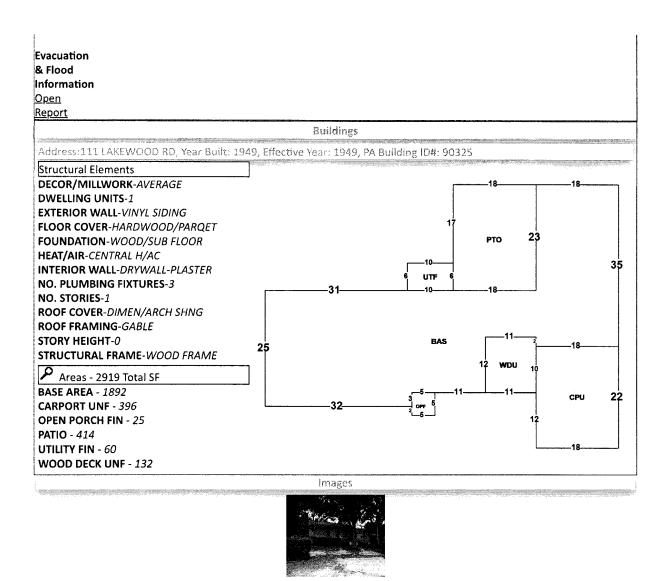
**Tangible Property Search** 

Sale List

### <u>Back</u>

Printer Friendly Version Nav. Mode Account O Parcel ID Assessments General Information 5925301000030001 Imprv Total Cap Val Year Land Parcel ID: 2023 \$31,250 \$114,439 \$145,689 \$88,494 083654000 Account: \$85,917 2022 \$15,000 \$102,115 \$117,115 **CUTTING JEREMY** Owners: \$83,415 2021 \$8,000 \$80,400 \$88,400 111 LAKEWOOD RD Mail: PENSACOLA, FL 32507 111 LAKEWOOD RD 32507 Situs: Disclaimer SINGLE FAMILY RESID Use Code: Tax Estimator Taxing **COUNTY MSTU** Authority: File for Exemption(s) Online Open Tax Inquiry Window Tax Inquiry: Tax Inquiry link courtesy of Scott Lunsford **Report Storm Damage** Escambia County Tax Collector 2023 Certified Roll Exemptions Sales Data Official Records HOMESTEAD EXEMPTION Sale Date Book Page Value Type (New Window) 12/09/2019 8212 1975 \$100 CJ Legal Description 12/09/2019 8212 1973 \$100 CJ LT 3 BLK 1 LAKEWOOD PB 2 P 30/30A OR 8212 P 1975/1973 01/1985 2017 450 \$100 CJ CA 196 2010 442 \$48,000 WD 12/1984 \$100 WD 05/1982 1641 900 Extra Features Official Records Inquiry courtesy of Pam Childers None Escambia County Clerk of the Circuit Court and Comptroller





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.

Last Updated:05/01/2024 (tc.3081)

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2024033001 5/2/2024 8:40 AM
OFF REC BK: 9140 PG: 597 Doc Type: TDN

## 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.

COUNTY TOWN

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 LUNSFO	RD, ESCAMBIA COUNTY TAX	COLLECTOR	
TAX ACCOUNT	#:08-3654-000	CERTIFICATE #:	2022-3693
REPORT IS LIMI	NOT TITLE INSURANCE. THE TED TO THE PERSON(S) EXPR REPORT AS THE RECIPIENT(S)	ESSLY IDENTIFIED B	Y NAME IN THE PROPERTY
listing of the owner tax information and encumbrances receititle to said land as	ort prepared in accordance with the er(s) of record of the land described d a listing and copies of all open of orded in the Official Record Books listed on page 2 herein. It is the red. If a copy of any document list ately.	herein together with cur unsatisfied leases, mort of Escambia County, Flo esponsibility of the party	rent and delinquent ad valorem gages, judgments and orida that appear to encumber the named above to verify receipt of
and mineral or any encroachments, ov	bject to: Current year taxes; taxes subsurface rights of any kind or nurerlaps, boundary line disputes, and ion of the premises.	ature; easements, restrict	ions and covenants of record;
	not insure or guarantee the validity nsurance policy, an opinion of title		
Use of the term "R	eport" herein refers to the Property	Information Report and	the documents attached hereto.
Period Searched:	September 9, 2004 to and includi	ng September 9, 2024	Abstractor: Stacie Wrigh
BY			

Michael A. Campbell,

As President

Dated: September 10, 2024

Milalphel

### 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

CERTIFICATION: TITLE SEAR				
TAX DEED SALE DATE:	JAN 8, 2025			
TAX ACCOUNT #:	08-3654-000			
CERTIFICATE #:	2022-3693			
those persons, firms, and/or agencie	Florida Statutes, the following is a list of names and addresses of es having legal interest in or claim against the above-described a sale certificate is being submitted as proper notification of tax deed			
	ola, P.O. Box 12910, 32521 nty, 190 Governmental Center, 32502 _ tax year.			
JEREMY CUTTING	U. S. SMALL BUSINESS ADMINISTRATION			
111 LAKEWOOD RD	2 NORTH 20TH STREET, SUITE 320			
PENSACOLA, FL 32507	BIRMINGHAM, AL 35203			
PENSACOLA ENERGY	DEPARTMENT OF TREASURY			
P. O. BOX 12910	INTERNAL REVENUE SERVICE			
<b>PENSACOLA, FL 32521-0044</b>	400 W BAY ST STE 35045			

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

**JACKSONVILLE, FL 32202-4437** 

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

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)

BK: 8212 PG: 1974 Last Page

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.

eSigner by CIRCUIT COURT JODSE W. JOEL BOLES on 12/09/2019 15:57:20 htgOQ9NP

CC:

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

Recorded in Public Records 1/5/2021 11:44 AM OR Book 8437 Page 1501, Instrument #2021000765, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording \$61.00 MTG Stamps \$185.50

> 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

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.

- 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

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 appraisement (the mortgager having waived and assigned to the mortgagee all rights of appraisement):

(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 mortgagor 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 appraisement.
- 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

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.

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 Escamble

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 Arrect license as identification.

Notary Public

Thomas Frederiksen

Notary Public Printed Name

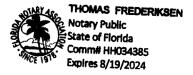
My Commission Expires: \[ \frac{\frac{15}{2024}}{}

Individual Execution:

YNTHIA CUTTING, Individually

Individual Execution:

EREMY CUTTING, Individually



BK: 8437 PG: 1507 Last Page

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

Recorded in Public Records 01/11/2007 at 03:46 PM OR Book 6067 Page 125, Instrument #2007003426, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording \$10.00

4258 Department of the Treasury - Internal Revenue Service Form 668 (Y)(c) **Notice of Federal Tax Lien** (Rev. February 2004) For Optional Use by Recording Office Serial Number Area: SMALL BUSINESS/SELF EMPLOYED AREA #3 336529806 Lien Unit Phone: (800) 913-6050 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). Last Day for **Unpaid Balance** Date of Tax Period **Identifying Number** Assessment Refiling of Assessment Kind of Tax **Ending** (c) (d) (e) **(f)** (b) (a) 660.68 XXX-XX-4770 01/02/2006 02/01/2016 06/30/2002 6672 233.30 01/02/2006 02/01/2016 0.9/30/2002 XXX-XX-4770 6672 01/02/2006 757.23 02/01/2016 XXX-XX-4770 6672 12/31/2002 02/01/2016 729.59 01/02/2006 XXX-XX-4770 6672 03/31/2003 01/02/2006 02/01/2016 1457.07 XXX-XX-4770 6672 06/30/2003 2294.80 01/02/2006 02/01/2016 09/30/2003 XXX-XX-4770 6672 2196.03 01/02/2006 02/01/2016 12/31/2003 XXX-XX-4770 6672 1490.70 01/02/2006 02/01/2016 03/31/2004 XXX-XX-4770 6672 2339.60 06/30/2004 01/02/2006 02/01/2016 XXX-XX-4770 6672 2149.03 02/01/2016 6672 12/31/2004 XXX-XX-4770 01/02/2006 1934.56 02/01/2016 03/31/2005 XXX-XX-4770 01/02/2006 6672 02/01/2016 2358.08 01/02/2006 XXX-XX-4770 6672 06/30/2005 02/01/2016 2162.71 01/02/2006 XXX-XX-4770 6672 09/30/2005 Place of Filing CLERK OF CIRCUIT COURT 20763.38 Total ESCAMBIA COUNTY PENSACOLA, FL 32595 JACKSONVILLE, FL This notice was prepared and signed at 2006 27th day of \_ December the Title REVENUE OFFICER Signature nitchell 23-09-2410

(850) 430-1108 x1130

for J. GREGORY

Recorded in Public Records 07/17/2006 at 04:56 PM OR Book 5951 Page 154, Instrument #2006071907, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording \$10.00

1872 Department of the Treasury - Internal Revenue Service Form 668 (Y)(c) \$1**0.0**0 JE **Notice of Federal Tax Lien** (Rev. February 2004) Serial Number For Optional Use by Recording Office Area: SMALL BUSINESS/SELF EMPLOYED AREA #3 Lien Unit Phone: (800) 913-6050 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 Last Day for Refiling Tax Period Date of Unpaid Balance Kind of Tax Ending **Identifying Number** Assessment of Assessment (b) **(f)** (a) (c) (d) (e) 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 09/30/2002 6672 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 04/07/2006 XXX-XX-4963 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 XXX-XX-4963 6672 03/31/2005 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 Total Ś 21996.34 PENSACOLA, FL 32595 JACKSONVILLE, FL This notice was prepared and signed at 07th day of July 2006 the Signature nitchell REVENUE OFFICER 23-09-2410 for J. GREGORY (850) 430-1108 x1130





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.

CITY OF PENSACOLA, a Florida municipal corporation

BY: Madden

STATE OF FLORIDA COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 15711 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

Clerk's Total

\$517.56

Tax Collector Check #

1

Tax Collector's Total

\$3,343.20

Postage

\$32.80

Researcher Copies

\$0.00

Recording

\$10.00

Prep Fee

**Total Received** 

\$3,610.56 LIDUCIO B 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