

# CERTIFICATION OF TAX DEED APPLICATION

Sections 197.502 and 197.542, Florida Statutes

LORIDA 0125.16					6			
Part 1: Tax Deed	Application Inform	nation						
Applicant Name Applicant Address	JUAN C CAPOTE MIKON FINANCIAL SERVICES, INC. AND OCEAN BANK 780 NW 42 AVE #204 MIAMI, FL 33126			Applica	tion date	Apr 17, 2024	P	
Property description	CUTTING JEREMY 111 LAKEWOOD RD PENSACOLA, FL 32507				Certific	ate #	2022 / 3693	
	08-3654-000	LT 3 BLK 1 LAKEWOOD PB 2 P 30/30A OR 8212 P		OR 8212 P	Date certificate issued		06/01/2022	
Part 2: Certificat	es Owned by App	icant and	d Filed wi	th Tax Deed	Applica	ntion		
Column 1 Certificate Numbe	Column	12	Co	olumn 3 unt of Certificate		Column 4 Interest	Column 5 (Column 3 +	
# 2022/3693	06/01/20	· · · · · · · · · · · · · · · · · · ·		830.39	+	41.52		871.91
<b></b>			I			→Part 2: Total*		871.91
Part 3: Other Ce	rtificates Redeemo	ed by Ap	plicant (C	ther than Co	unty)			
Column 1 Certificate Number	Column 2 Date of Other Certificate Sale	Colu Face A	umn 3 mount of Certificate	Column 4 Tax Collector's		Column 5 Interest	Tota (Column 3 + + Colun	Column 4
# 2023/3757	06/01/2023		845.17		6.25	54.23		905.65
	// · · · · · · · · · · · · · · ·	·				Part 3: Total*		905.65
Part 4: Tax Coll	ector Certified Am	ounts (L	ines 1-7)					
1. Cost of all cer	tificates in applicant's	possessio	n and othe	r certificates re (*	deemed Total of	by applicant Parts 2 + 3 above	>	1,777.56
2. Delinquent tax	es paid by the applic	ant						0.00
3. Current taxes	paid by the applicant							787.48
4. Property infor	mation report fee							200.00
5. Tax deed app								175.00
	ed by tax collector un	der s.197.	542, F.S. (s	see Tax Collect	or Instru	ctions, page 2)		0.00
7.						I Paid (Lines 1-6)		2,940.04
I certify the above	information is true and of that the property in	the tax co	ertificates, i statement i	interest, proper s attached.	ly inform	ation report fee, a	nd tax collector	's fees
	11.X#X1111					Escambia, Flori	da	
Sign here: Sign	nature, Tak Collector O Des	ignee		-	Da	ite <u>April 25th.</u>	2024	
				t the stand of the states of	Januard Co	e Instructions on Pa	00.2	

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

+6.25

Par	t 5: Clerk of Court Certified Amounts (Lines 8-14)	
	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.	<b>44,24</b> 7.00
16.	Statutory opening bid (total of Lines 7, 14, 15, and 16 if applicable)	
Sign		025
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.

#### **Cierk 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

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

l 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

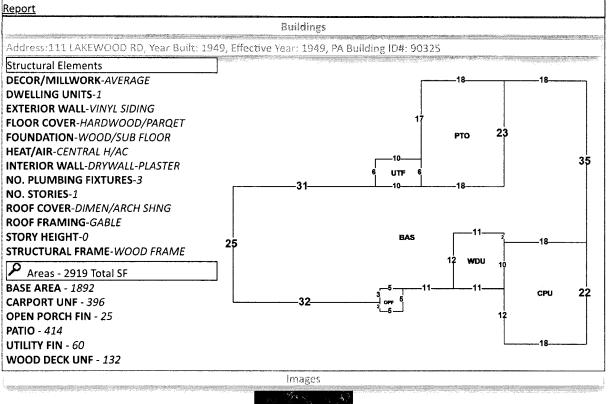
Applicant's signature



# Chris Jones Escambia County Property Appraiser

Real Estate Search Tangi	ble Property Search	Sale List		
<u>B</u>	<u>ack</u>			
♦ Nav. Mode		Printer Friendly Version		
	Assessments			
General Information Parcel ID: 592\$301000030001	Year Land Imprv	Total <u>Cap Val</u>		
Account: 083654000	2023 \$31,250 \$114,439			
Owners: CUTTING JEREMY	2022 \$15,000 \$102,115			
Mail: 111 LAKEWOOD RD PENSACOLA, FL 32507	2021 \$8,000 \$80,400			
Situs: 111 LAKEWOOD RD 32507	Disclair	ner		
Use Code: SINGLE FAMILY RESID	Tax Estim	nator		
COUNTY MSTU       Authority:     COUNTY MSTU       Tax Inquiry:     Open Tax Inquiry Window	File for Exemption(s) Online			
Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector	<u>Report Storm</u>	<u>Damage</u>		
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       C         12/09/2019       8212       1973       \$100       CJ       C         01/1985       2017       450       \$100       CJ       C         12/1984       2010       442       \$48,000       WD       C         05/1982       1641       900       \$100       WD       C	Legal Description LT 3 BLK 1 LAKEWOOD PB 2 P 30 CA 196 Extra Features	/30A OR 8212 P 1975/1973		
Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller	None			
Parcel Information		Launch Interactive Map		
Section Map Id: CA196 Approx. Acreage: 0.3422 Zoned: MDR MDR MDR MDR MDR MDR MDR MDR	TOO HS Al Protection(DEP) Data	100		

Evacuation & Flood Information Open Report





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)

# 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

Malak

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 DAT	TE: 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
$\boxtimes$	

 $\overline{\mathbf{X}}$ 

Notify City of Pensacola, P.O. Box 12910, 32521 Notify Escambia County, 190 Governmental Center, 32502 Homestead for <u>2023</u> tax year.

JEREMY CUTTING	<b>U. S. SMALL BUSINESS ADMINISTRATION</b>
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
	JACKSONVILLE, FL 32202-4437

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

PERDIDO TITLE & ABSTRACT, INC.

MACal phil

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.

eSigney by CIRCUIT COURT JUDGE 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

Page 1

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 mortgage 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 mortgagor 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

Page 4

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 <u>4</u> day of <u>Januery</u>, 2021, by CYNTHIA CUTTING. Individually and JEREMY CUTTING. Individually who is personally known to me or produced <u>Arivers license</u> as identification.

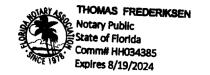
 $\overline{}$ 

Notary Public

Thomas Fred

Notary Public Printed Name

My Commission Expires: \$/15/2024



Individual Execution: CUTTING, Individ

Individual Execution: MY CU TTING, Individually

. ×

#### 2001415998-Mod1/DLH 9104988204

#### 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

	4258	Department of th	e Treasury - Interi	nal Revenue Service	
orm 668 (Y)( Rev. February 2004		Notice	of Federal Ta	ax Lien	
	ESS/SELF EMPLC e:(800) 913-60	YED AREA #3	al Number 3365	For Optiona	I Use by Recording Office
Code, we are have been as a demand for there is a lie property bela additional pe	e giving a notice sessed against th r payment of thi n in favor of the onging to this ta enalties, interest,	, 6322, and 6323 of that taxes (including e following-named ta s liability, but it rem United States on all expayer for the amou and costs that may	interest and pen expayer. We have ains unpaid. The property and rig unt of these taxe accrue.	alties) e made refore, ghts to	
Name of Taxpa Residence	220 LIND	K STEVENS CUTI SAY LN NT, FL 32533-4			
unless notice	of the lien is refile following such dat	<b>ORMATION:</b> For eac d by the date given in c e, operate as a certific	olumn (e), this notic	e shall,	
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 6672 6672 6672 6672 6672 6672 6672	06/30/2002 09/30/2002 12/31/2002 03/31/2003 06/30/2003 09/30/2003 12/31/2003 03/31/2004 06/30/2004 12/31/2004 03/31/2005 06/30/2005 09/30/2005	XXX-XX-4770 XXX-XX-4770 XXX-XX-4770 XXX-XX-4770 XXX-XX-4770 XXX-XX-4770 XXX-XX-4770 XXX-XX-4770 XXX-XX-4770 XXX-XX-4770 XXX-XX-4770 XXX-XX-4770 XXX-XX-4770	01/02/2006 01/02/2006 01/02/2006 01/02/2006 01/02/2006 01/02/2006 01/02/2006 01/02/2006 01/02/2006 01/02/2006 01/02/2006	02/01/2016 02/01/2016 02/01/2016 02/01/2016 02/01/2016 02/01/2016 02/01/2016 02/01/2016 02/01/2016 02/01/2016 02/01/2016 02/01/2016	660.68 233.30 757.23 729.59 1457.07 2294.80 2196.03 1490.70 2339.60 2149.03 1934.56 2358.08 2162.71
	ESCAME	OF CIRCUIT COU BIA COUNTY COLA, FL 32595		Total	\$ 20763.38
	th_day of	signed at	ACKSONVILLE	, FL	, on this
Signature for J. GI	, p ,	ritchell		E OFFICER 430-1108 x113	23-09-241
(NOTE: (		3. 409)	knowledgment is not	1	f Notice of Federal Tax lien Form <b>668(Y)(c)</b> (Rev. 2-2004 CAT. NO 60025X

	1872				
Form 668 (Y)( (Rev. February 2004	· /	-	of Federal T	rnal Revenue Service <b>ax Lien</b>	ీ \$1 <b>0.0</b> 0JE
Area:			ial Number	For Option	al Use by Recording Office
	IESS/SELF EMPL ne:(800) 913-6		301:	369406	
Code, we are have been as a demand fo there is a lie property bel additional pe	e giving a notice ssessed against th or payment of thi on in favor of the longing to this ta enalties, interest,	, 6322, and 6323 of that taxes (including the following-named ta s liability, but it rema United States on all papayer for the amour , and costs that may a	interest and pen xpayer. We have ins unpaid. Ther property and right of these taxes,	alties) made efore, hts to	
Residence	ayer JEREMY A	LE DR APT A			
		LA, FL 32514-00	00		
unless notice	e of the lien is refile ollowing such date,	<b>CORMATION:</b> For each d by the date given in co operate as a certificate o	lumn (e), this notice	e shall,	
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 6672	03/31/2003 06/30/2003	XXX-XX-4963 XXX-XX-4963	04/07/2006 04/07/2006	05/07/2016	734.93
6672	09/30/2003	XXX-XX-4963	04/07/2006	05/07/2016 05/07/2016	1467.73 2311.58
6672	12/31/2003	XXX-XX-4963	04/07/2006	05/07/2016	2311.58
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 6672	06/30/2005 09/30/2005	XXX-XX-4963 XXX-XX-4963	04/07/2006 04/07/2006	05/07/2016 05/07/2016	2375.33 2178.53
Place of Filing		OF CIRCUIT COU	RT		
	ESCAMB	IA COUNTY OLA, FL 32595		Total	\$ 21996.34
This notice w	as prepared and s	signed atJA	CKSONVILLE,	FL	, on this,
the07t	h day of Jul	<u>-y</u> , <u>2006</u> .			
Signature	R. A. W.	utchell		OFFICER 30-1108 x1130	23-09-2410

Recorded in Public Records 5/15/2023 1:33 PM OR Book 8977 Page 1096, Instrument #2023038707, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording \$10.00





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 \_\_\_\_\_\_ day of \_\_\_\_\_\_, 2023.

CITY OF PENSACOLA, a Florida municipal corporation

- Wodd BY: John Madden

STATE OF FLORIDA COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this  $\underline{\raiset{STH}}$  day of  $\underline{\raiset{MAY}}$ , 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

Customer Service Division | PO Box 12910, Pensacola, FL 32521 | 850.435.1800 | PensacolaEnergy.Com

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 # Tax Collector Check # 5509723899 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	educe
PAM CHILDERS Clerk of the Circuit Co	B 345	5.87

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