



# 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

0125.05

## 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
Property description	MURPHY THOMAS R & REGINA SUE 4675 POINCIANA DR PENSACOLA, FL 32526 4675 POINCIANA DR 09-2194-000 LT 11 BLK E AVONDALE S/D PB 5 P 32 OR 6005 P 496	Certificate #	2022 / 4122
		Date certificate issued	06/01/2022

(H)

## 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)
# 2022/4122	06/01/2022	549.34	27.47	576.81
→Part 2: Total*				576.81

## 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)
# 2023/4164	06/01/2023	550.59	6.25	36.59	593.43
Part 3: Total*					593.43

## 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)	1,170.24
2. Delinquent taxes paid by the applicant	0.00
3. Current taxes paid by the applicant	488.57
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)	2,033.81

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:   
Signature, Tax Collector or Designee

Escambia, Florida  
Date April 25th, 2024

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

46.25

<b>Part 5: Clerk of Court Certified Amounts (Lines 8-14)</b>	
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. <b>Total Paid (Lines 8-13)</b>	
15. Plus one-half of the assessed value of homestead property, if applicable under s. 197.502(6)(c), F.S.	26,690.50
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: 2400407

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
09-2194-000	2022/4122	06-01-2022	LT 11 BLK E AVONDALE S/D PB 5 P 32 OR 6005 P 496

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





& Flood  
Information  
[Open](#)  
[Report](#)

Buildings

Address: 4675 POINCIANA DR, Year Built: 1960, Effective Year: 1980, PA Building ID#: 100089

Structural Elements

DECOR/MILLWORK-AVERAGE

DWELLING UNITS-1

EXTERIOR WALL-VINYL SIDING

FLOOR COVER-CARPET

FOUNDATION-SLAB ON GRADE

HEAT/AIR-CENTRAL H/AC

INTERIOR WALL-PANEL-PLYWOOD

NO. PLUMBING FIXTURES-3


NO. STORIES-1

ROOF COVER-COMPOSITION SHG

ROOF FRAMING-GABLE

STORY HEIGHT-0

STRUCTURAL FRAME-WOOD FRAME

 Areas - 1228 Total SF

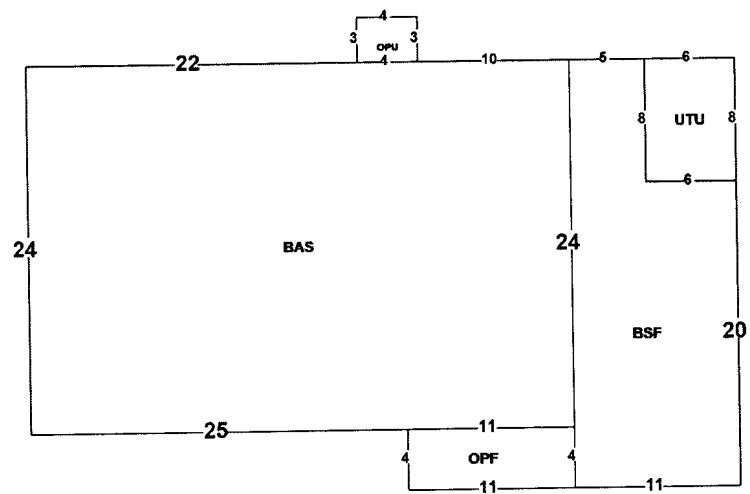
BASE AREA - 864

BASE SEMI FIN - 260

OPEN PORCH FIN - 44

OPEN PORCH UNF - 12

UTILITY UNF - 48



Images



10/26/2023 12:00:00 AM

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

Last Updated: 05/03/2024 (tc.1888)

## NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That **MIKON FINANCIAL SERVICES INC AND OCEAN BANK** holder of **Tax Certificate No. 04122**, 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 11 BLK E AVONDALE S/D PB 5 P 32 OR 6005 P 496**

**SECTION 01, TOWNSHIP 2 S, RANGE 31 W**

**TAX ACCOUNT NUMBER 092194000 (0125-05)**

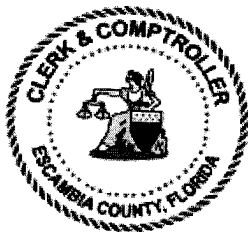
The assessment of the said property under the said certificate issued was in the name of

**THOMAS R MURPHY and REGINA SUE MURPHY**

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 #: 09-2194-000 CERTIFICATE #: 2022-4122

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 6, 2004 to and including September 6, 2024 Abstractor: Mike Campbell

BY

Michael A. Campbell,  
As President  
Dated: September 16, 2024

**PROPERTY INFORMATION REPORT**  
**CONTINUATION PAGE**

September 16, 2024

Tax Account #: **09-2194-000**

1. The Grantee(s) of the last deed(s) of record is/are: **THOMAS R MURPHY AND REGINA SUE MURPHY**

**By Virtue of Warranty Deed recorded 10/4/2006 in OR 6005/496**

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 Compass Bank recorded 10/4/2006 OR 6005/503**
  - b. Lien in favor of the Emerald Coast Utilities Authority recorded 12/2/2019 – OR 8207/1856**
  - c. Judgment in favor of Portfolio Recovery Associates, LLC recorded 4/14/2014 – OR 7158/206**
  - d. Judgment in favor of Midland Funding, LLC recorded 11/21/2016 – OR 7625/625**
  - e. Judgment in favor of Precision Recovery Analytics, Inc. recorded 5/2/2011 – OR 6715/1063**
  - f. Judgment in favor of Onemain Financial Group, LLC recorded 11/3/2022-OR 8884/1388**

4. Taxes:

**Taxes for the year(s) 2021-2023 are delinquent.**

**Tax Account #: 09-2194-000**

**Assessed Value: \$53,381.00**

**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**

<b>TAX DEED SALE DATE:</b>	<u>JAN 8, 2025</u>
<b>TAX ACCOUNT #:</b>	<u>09-2194-000</u>
<b>CERTIFICATE #:</b>	<u>2022-4122</u>

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 type="checkbox"/>	<input checked="" 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.

**THOMAS R MURPHY**  
**AND REGINA SUE MURPHY**  
**4675 POINCIANA DR**  
**PENSACOLA, FL 32526**

**COMPASS BANK**  
**P.O. BOX 10343**  
**BIRMINGHAM, AL 35203**

**EMERALD COAST UTILITIES AUTHORITY**  
**9255 STURDEVANT ST**  
**PENSACOLA, FL 32514-0311**

**COMPASS BANK**  
**P.O. BOX 13345**  
**BIRMINGHAM AL, 35202**

**PORTOFOLIO RECOVERY ASSOCIATES, LLC**  
**140 CORPORATE BLVD SUITE 100**  
**NORFOLK, VA 23502**

**TOM MURPHY**  
**279 AIRPORT BLVD**  
**PENSACOLA, FL 32503**

**MIDLAND FUNDING LLC**  
**2365 NORTHSIDE DR STE 300**  
**SAN DIEGO, CA 92108**

**TOM MURPHY**  
**PO BOX 11960**  
**PENSACOLA, FL 32524-1960**

**CONTINUED ON PAGE 4**

**CONTINUED FROM PAGE 3**

**PRECISION RECOVERY ANALYTICS, INC.  
101 GATEWAY CENTRE PARKWAY  
RICHMOND, VA 23235**

**THOMAS MURPHY JR  
10141 ISAACS LN  
PENSACOLA, FL 32526-4516**

**ONEMAIN FINANCIAL GROUP LLC  
601 NW 2<sup>nd</sup> ST.  
EVANSVILLE, IN 47708**

**Certified and delivered to Escambia County Tax Collector, this 16<sup>th</sup> day of September, 2024.**

**PERDIDO TITLE & ABSTRACT, INC.**

A handwritten signature in black ink, appearing to read "Michael A. Campbell", is positioned above a horizontal line.

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 16, 2024**

**Tax Account #:09-2194-000**

**LEGAL DESCRIPTION  
EXHIBIT "A"**

**LT 11 BLK E AVONDALE S/D PB 5 P 32 OR 6005 P 496**

**SECTION 01, TOWNSHIP 2 S, RANGE 31 W**

**TAX ACCOUNT NUMBER 09-2194-000(0125-05)**

Prepared by  
Jami Duriga, an employee of  
First American Title Insurance Company  
1065 Airport Road, Suite 200  
Pensacola, Florida 32504  
(850)473-0044

Return to: Grantor

File No.: 1005-1329816

## **WARRANTY DEED**

This indenture made on **September 28, 2006 A.D.**, by

**Shannon R. Harris and Russell L. Harris, wife and husband**

whose address is: **3262 Able Avenue, Pace, FL 32571**  
hereinafter called the "grantor", to

**Thomas R. Murphy and Regina Sue Murphy, husband and wife**

whose address is: **4675 Poinciana Drive, Pensacola, FL 32526**  
hereinafter called the "grantee":

(Which terms "Grantor" and "Grantee" shall include singular or plural, corporation or individual, and either sex, and shall include heirs, legal representatives, successors and assigns of the same)

**Witnesseth**, that the grantor, for and in consideration of the sum of Ten Dollars, (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in **Escambia County, Florida**, to-wit:

Lot 11, Block E, of AVONDALE SUBDIVISION, Part A, according to the Plat thereof as recorded in Plat Book 5, Page 32, of the Public Records of Escambia County, Florida.

Parcel Identification Number: **01-25-31-2000-011-005**

**Subject to** all reservations, covenants, conditions, restrictions and easements of record and to all applicable zoning ordinances and/or restrictions imposed by governmental authorities, if any.

**Together** with all the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining.

**To Have and to Hold**, the same in fee simple forever.



And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31st of 2005.

In Witness Whereof, the grantor has hereunto set their hand(s) and seal(s) the day and year first above written.

Shannon R. Harris  
Shannon R. Harris

Russell L. Harris  
Russell L. Harris

Signed, sealed and delivered in our presence:

Teri Kitchen  
Witness Signature

Print Name: TERI KITCHEN

Jami Dyer  
Witness Signature

Print Name: Jami Dyer

State of **FL**

County of **Escambia**

The Foregoing Instrument Was Acknowledged before me on **September 28, 2006**, by **Shannon R. Harris and Russell L. Harris, wife and husband** who is/are personally known to me or who has/have produced a valid driver's license as identification.



Teri L. Kitchen  
NOTARY PUBLIC

TERI KITCHEN

Notary Print Name  
My Commission Expires: \_\_\_\_\_

**ONSITE SEWAGE TREATMENT AND DISPOSAL SYSTEM (OSTDS)  
ESCAMBIA COUNTY HEALTH DEPARTMENT**

ATTENTION: Pursuant to Escambia County Code of Ordinances 99-36, in accordance with Section 1-29.180(5) of this Ordinance, the Escambia Health Department (ECHD) must conduct an assessment of the Onsite Sewage Treatment and Disposal System (OSTDS) (Septic Tank) prior to the sale of Property. An approval letter issued by the ECHD must be presented at closing or the property sale or transfer of title.

Legal Address of Property: **4675 Poinciana Drive, Pensacola, Florida 32526**

Buyer/Seller are aware that the property is on a ( X ) Sewer System ( ) Septic Tank


APPROVAL LETTER ATTACHED HERETO ( )

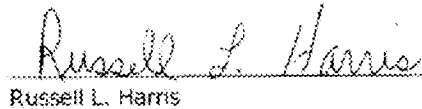
APPROVAL LETTER NOT REQUIRED - PROPERTY NORTH OF WELL LINE ROAD ( )

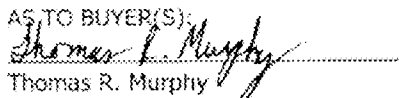
APPROVAL LETTER NOT REQUIRED - PROPERTY IS UNIMPROVED ( )

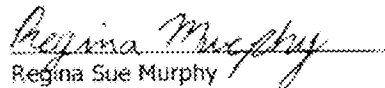
This form completed by:

First American Title Insurance Company  
2085 Airport Road, Suite 200  
Pensacola, Florida 32504

AS TO SELLER(S):  
  
Shannon R. Harris

  
Russell L. Harris

AS TO BUYER(S):  
  
Thomas R. Murphy

  
Regina Sue Murphy

1329816

**RESIDENTIAL SALES  
ABUTTING ROADWAY  
MAINTENANCE DISCLOSURE**

ATTENTION: Pursuant to Escambia County Code of Ordinances Chapter 1-29.2, Article V, sellers of residential lots are required to disclose to buyers whether abutting roadways will be maintained by Escambia County. The disclosure may additionally provide that Escambia County does not accept roads for maintenance that have not been built or improved to meet county standards. Escambia County Code of Ordinances Chapter 1-29.2, Article V, requires this disclosure be attached along with other attachments to the deed or other method of conveyance required to be made a part of the public records of Escambia County, Florida. Note: Acceptance for filing by County employees of this disclosure shall in no way be construed as an acknowledgement by the County of the veracity of any disclosure statement.

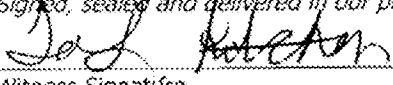
Name of Roadway: Poinciana Drive

Legal Address of Property: **4675 Poinciana Drive, Pensacola, Florida 32526**

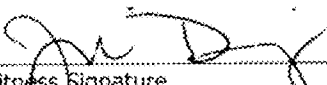
The County ( ☒ ) has accepted ( ☐ ) has not accepted the abutting roadway for maintenance.

This form completed by: **First American Title Insurance Company  
2065 Airport Road, Suite 200  
Pensacola, Florida 32504**

*Signed, sealed and delivered in our presence:*

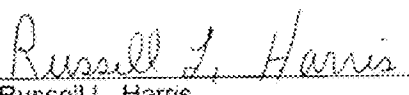
  
Witness Signature


Print Name: TERI KITCHEN


  
Witness Signature

Print Name: Teri Kitchen

  
Shannon R. Harris

  
Russell L. Harris

  
Thomas R. Murphy

  
Regina Sue Murphy

THIS FORM APPROVED BY THE  
ESCAMBIA COUNTY BOARD  
OF COUNTY COMMISSIONERS  
Effective: 4/15/95

Return To:

Compass Bank  
P.O. Box 10343  
Birmingham, AL 35203

This document was prepared by:

Mary Hartman  
10060 Skinner Lake Drive  
Jacksonville, FL 32246

-----[Space Above This Line For Recording Data]-----

## MORTGAGE

### DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

- (A) "Security Instrument" means this document, which is dated ~~September 28, 2006~~  
together with all Riders to this document.
- (B) "Borrower" is THOMAS R. MURPHY and REGINA SUE MURPHY, husband and wife

Borrower is the mortgagor under this Security Instrument.


(C) "Lender" is COMPASS BANK

Lender is a n ALABAMA STATE BANK  
organized and existing under the laws of THE STATE OF ALABAMA

30MURPHY TRCGM2

FLORIDA - Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3010 1/01

 6(FL) (500011.01)

Page 1 of 10

Initials

T.R.M. R.S.M.

VMF MORTGAGE FORMS - (500011.01)

Lender's address is P.O. BOX 13345  
BIRMINGHAM, AL 35202

Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated September 28, 2006

The Note states that Borrower owes Lender One Hundred Thousand Three Hundred Ninety Five and 00/100

(U.S. \$100,395.00) plus interest. Borrower has promised to pay this debt in regular periodic payments and to pay the debt in full not later than October 1, 2036

(E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(G) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

<input type="checkbox"/> Adjustable Rate Rider	<input type="checkbox"/> Condominium Rider	<input type="checkbox"/> Second Home Rider
<input type="checkbox"/> Balloon Rider	<input type="checkbox"/> Planned Unit Development Rider	<input type="checkbox"/> 1-4 Family Rider
<input type="checkbox"/> VA Rider	<input type="checkbox"/> Biweekly Payment Rider	<input type="checkbox"/> Other(s) [specify]

(H) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(I) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(K) "Escrow Items" means those items that are described in Section 3.

(L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(M) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(N) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

30MURPHY TRCGM2

USPS-6 (FL) 099991 02

Page 2 of 16

Indicate *TRM*

Form 3010 1/01

*B.S.M*

(O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(P) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

#### TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender, the following described property located in the **COUNTY** [Type of Recording Jurisdiction]

of **Escambia** [Name of Recording Jurisdiction]  
Lot 11, Block E, of AVONDALE SUBDIVISION, Part A, according to the Plat thereof as recorded in Plat Book 5, Page 32, of the Public Records of Escambia County, Florida.

Parcel ID Number: **01-25-31-2000-011-009**  
**4675 POINCIANA DRIVE**  
**PENSACOLA**  
("Property Address")

which currently has the address of [Street]  
[City], Florida **32526** [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

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

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

**UNIFORM COVENANTS.** Borrower and Lender covenant and agree as follows.

**1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.**

Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for escrow items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.


Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payment is insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

**2. Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all

payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment

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can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.


Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

**3. Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured); or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest

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shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

**5. Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

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If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

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**6. Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.


**7. Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property, if it has reasonable cause. Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

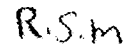
**8. Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

**9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument, (b) appearing in court, and (c) paying reasonable attorney's fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

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Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**10. Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

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(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

**11. Assignment of Miscellaneous Proceeds; Forfeiture.** All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of

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any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

**12. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

**13. Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

**14. Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

**15. Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers.

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Initials: *J.R.M.*

Form 3016 1/01

*R.S.M*

unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

**16. Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument, (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

**17. Borrower's Copy.** Borrower shall be given one copy of the Note and of this Security Instrument.

**18. Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 18 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**19. Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the

30MUREPHY TRCSM2

1000-6(FL) (08/05) 02

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Initials *T.R.M.*

*R.S.M.*

Form 3010 1/01

purpose of protecting Lender's interest in the Property and rights under this Security Instrument, and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

**20. Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RFSPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

**21. Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

30MURPHY TRCGM2

L2400-6(FL) (05/95) 62

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Initials *T.R.M.*

Form 3010 1/01

*R.S.M.*



Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

**NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:

**22. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

**23. Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

**24. Attorneys' Fees.** As used in this Security Instrument and the Note, attorneys' fees shall include those awarded by an appellate court and any attorneys' fees incurred in a bankruptcy proceeding.

**25. Jury Trial Waiver.** The Borrower hereby waives any right to a trial by jury in any action, proceeding, claim, or counterclaim, whether in contract or tort, at law or in equity, arising out of or in any way related to this Security Instrument or the Note.

30MURPHY TROGM2

U.S. - 6 (FL) (08/05/02)

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Initialed *T.R.M.*

Form 3010 1/01

*R.S.M.*

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.  
Signed, sealed and delivered in the presence of:

*Shane Underwood*  
SHANE UNDERWOOD

*Teri Kitchen*  
TERI KITCHEN

*Thomas E. Murphy* (Seal)  
THOMAS E. MURPHY (Borrower)

6220 SONDU AVENUE LOT A  
PENSACOLA, FL 32526 (Address)

*Regina Murphy* (Seal)  
REGINA SUE MURPHY (Borrower)

6220 SONDU AVENUE LOT A,  
PENSACOLA, FL 32526 (Address)

..... (Seal)  
..... (Borrower)

..... (Seal)  
..... (Borrower)

(Address)

(Address)

..... (Seal)  
..... (Borrower)

..... (Seal)  
..... (Borrower)

(Address)

(Address)


..... (Seal)  
..... (Borrower)

..... (Seal)  
..... (Borrower)

(Address)

(Address)

30MURPHY TRCGM2

 -6 (FL) (09/01/02)

**ESCAMBIA**

STATE OF FLORIDA,

The foregoing instrument was acknowledged before me this  
THOMAS R. MURPHY, REGINA SUE MURPHY

County ss:

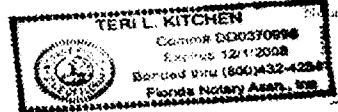
SEP 2 8 2006

by

**A VALID DRIVERS LICENSE**

who is personally known to me or who has produced

as identification.



30MURPHY TRCGM2

6 (FL) 60000100

Page 18 of 18

Initials

T.R.M.  
R.S.M.

Form 3010 4/01

This Instrument Was Prepared  
By And Is To Be Returned To:  
PROCESSING,  
Emerald Coast Utilities Authority  
9255 Sturdevant Street  
Pensacola, Florida 32514-0311

## NOTICE OF LIEN



### STATE OF FLORIDA COUNTY OF ESCAMBIA

Notice is hereby given that the EMERALD COAST UTILITIES AUTHORITY has a lien against the following described real property situated in Escambia County, Florida, for water, wastewater and/or sanitation service provided to the following customer:

Legal Description  
LT 11 BLK E AVONDALE S/D PB 5 P 32 OR 6005 P 496

Customer: THOMAS R MURPHY

Account Number: 277167-72294

Amount of Lien: \$370.98, together with additional unpaid utility service charges, if any, which may accrue subsequent to the date of this notice and simple interest on unpaid charges at 18 percent per annum, or at such lesser rate as may be allowed by law.

This lien is imposed in accordance with Section 159.17, Florida Statutes, Chapter 92-248, Laws of Florida, as amended and Emerald Coast Utilities Authority Resolution 87-10, as amended, and this lien shall be prior to all other liens on such lands or premises except the lien of state, county, and municipal taxes and shall be on a parity with the lien of such state, county, and municipal taxes.

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, or if the interest of the above-named customer is foreclosed by a proceeding in which notice of lis pendens has been filed prior to the recording of this instrument, this lien shall be void and of no effect.

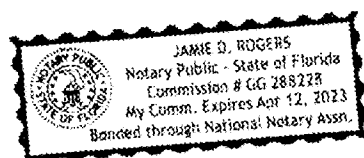
Dated: 11/21/19

EMERALD COAST UTILITIES AUTHORITY

BY: Carol Gardner

### STATE OF FLORIDA COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 21st day of NOVEMBER, 2019, by CAROL GARDNER of the Emerald Coast Utilities Authority, who is personally known to me and who did not take an oath.



Jamie D. Rogers  
Notary Public - State of Florida

RWK:js  
Revised 05/31/11

Recorded in Public Records 04/14/2014 at 12:48 PM OR Book 7158 Page 206,  
Instrument #2014025677, Pam Childers Clerk of the Circuit Court Escambia  
County, FL Recording \$10.00

Recorded in Public Records 03/20/2014 at 04:14 PM OR Book 7147 Page 1983,  
Instrument #2014018985, Pam Childers Clerk of the Circuit Court Escambia  
County, FL

IN THE COUNTY COURT IN AND FOR  
ESCAMBIA COUNTY, FLORIDA

CASE NO.: 2011 CC 002158

PORTFOLIO RECOVERY ASSOCIATES, LLC

Plaintiff,

FINAL JUDGMENT

vs.

TOM MURPHY

Defendant(s)

IT IS HEREBY ORDERED AND ADJUDGED THAT:

Plaintiff whose address is 140 CORPORATE BLVD, SUITE 100 NORFOLK, VA 23502 shall recover from Defendant, TOM MURPHY, the principal sum of \$7,011.83, court costs in the amount of \$0.00, interest in the amount of \$471.64, that shall bear interest at the rate of 4.75% per annum, for all of the above let execution issue. The interest rate will adjust in accordance with section 55.03, Florida Statutes.

IT IS FURTHER ORDERED AND ADJUDGED THAT:

The Defendant shall complete under oath the Fact Information Sheet (Florida Rules of Civil Procedure Form 1.977) including all required attachments, and return it to the Plaintiff's attorney, within 45 days from the date of this Judgment, unless the Judgment is satisfied or a post judgment discovery is stayed.

DONE AND ORDERED at PENSACOLA, Escambia County, Florida on this the

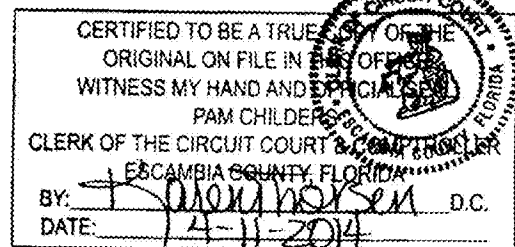
19<sup>th</sup> day of March, 2014.

COUNTY COURT JUDGE

Copies furnished to:

HAYT, HAYT & LANDAU, P.L.  
7765 SW 87<sup>TH</sup> AVE, SUITE 101  
✓ MIAMI, FL 33173  
✓ TOM MURPHY  
279 AIRPORT BLVD  
PENSACOLA, FL 32503

Our File No.: 160665 5291151824384646



Recorded in Public Records 11/21/2016 3:25 PM OR Book 7625 Page 625,  
Instrument #2016089396, Pam Childers Clerk of the Circuit Court Escambia  
County, FL

Filing # 48961726 E-Filed 11/16/2016 12:16:41 PM

IN THE COUNTY COURT  
OF THE FIRST JUDICIAL CIRCUIT  
IN AND FOR ESCAMBIA COUNTY, FLORIDA

MIDLAND FUNDING, LLC., AS  
ASSIGNEE OF CITIBANK, SEARS  
GOLD MASTERCARD,

Plaintiff,  
v.

CASE NO. 2013 CC 001505

TOM MURPHY,,

Defendant.

**SUMMARY FINAL JUDGMENT**

This cause having come before the Court on the Plaintiff's Motion for Summary Final Judgment, and the Court having reviewed the Motion and being advised in the premises, it is:

ORDERED AND ADJUDGED that Plaintiff, MIDLAND FUNDING, LLC., AS ASSIGNEE OF CITIBANK, SEARS GOLD MASTERCARD whose address is 2365 NORTHSIDE DRIVE, STE 300, SAN DIEGO, CA 92108, recover from Defendant, TOM MURPHY, , the principal amount of \$10,948.29, together with costs of \$364.30, for a total final judgment award of \$11,312.59, for all of which let execution issue.

IT IS FURTHER ORDERED and ADJUDGED that the Defendant, shall complete Florida Rule of Civil Procedure Form 1.977 (Fact Information Sheet) and return it to the Plaintiff's attorney within forty-five (45) days from the date of this final judgment, unless the final judgment is satisfied or a motion for a new trial or notice of appeal is filed.

Jurisdiction of this case is retained to enter further orders that are proper to compel the Defendant to complete Florida Rule of Civil Procedure Form 1.977 and return it to the Plaintiff's attorney.

ORDERED and ADJUDGED in ESCAMBIA COUNTY, FLORIDA, on Nov 16, 2016

  
JUDGE

ESCAMBIA COUNTY COURT

Confirmed copies to:  
Cooling & Winter, LLC, 7901 SW 6th Court, Plantation, FL 33324  
Florida@CoolingWinter.com  
TOM MURPHY, PO BOX 11960, PENSACOLA FL 32524-1960

CO130774

BK: 7625 PG: 626

IN THE COUNTY COURT  
OF THE FIRST JUDICIAL CIRCUIT  
IN AND FOR ESCAMBIA COUNTY FLORIDA

MIDLAND FUNDING, L.L.C., AS  
ASSIGNEE OF CITIBANK,  
SEARS GOLD MASTERCARD

Plaintiff,

v.

CASE NO. 2013 CC 001505

TOM MURPHY, ,

Defendant. /

**FACT INFORMATION SHEET INDIVIDUAL**

Full Legal Name: \_\_\_\_\_

Nickname or Aliases: \_\_\_\_\_

Residence Address: \_\_\_\_\_

Mailing Address (if different): \_\_\_\_\_

Telephone Numbers (Home): \_\_\_\_\_

Telephone Numbers (Business): \_\_\_\_\_

Name of Employer: \_\_\_\_\_

Address of Employer: \_\_\_\_\_

Position or Job Description: \_\_\_\_\_

Rate of Pay: \$ \_\_\_\_\_ Per: \_\_\_\_\_ Average Paycheck: \$ \_\_\_\_\_ Per: \_\_\_\_\_

Average Commissions or Bonuses: \$ \_\_\_\_\_ Per: \_\_\_\_\_

Commissions and Bonuses are based on: \_\_\_\_\_

Other Personal Income: \_\_\_\_\_

*(Explain details on the back of this sheet or an additional sheet if necessary.)*

Social Security Number: \_\_\_\_\_ Birth Date: \_\_\_\_\_

Driver's License Number: \_\_\_\_\_

C918074

BK: 7625 PG: 627

Marital Status: \_\_\_\_\_ Spouse's Name: \_\_\_\_\_

Spouse's Address (if different): \_\_\_\_\_

Spouse's Social Security Number: \_\_\_\_\_ Birth Date: \_\_\_\_\_

Spouse's Employer: \_\_\_\_\_

Spouse's Average Paycheck or Income: \$ \_\_\_\_\_ Per: \_\_\_\_\_

Other Family Income: \$ \_\_\_\_\_ Per: \_\_\_\_\_

*(Explain details on back of this sheet or an additional sheet if necessary)*Names and Ages of all your Children (and addresses if not living with you):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Child Support or Alimony Paid: \$ \_\_\_\_\_ Per: \_\_\_\_\_

Names of Others You Live With: \_\_\_\_\_

Who is Head of Your Household? \_\_\_\_\_ You \_\_\_\_\_ Spouse \_\_\_\_\_ Other Person \_\_\_\_\_

Checking Account at: \_\_\_\_\_ Account #: \_\_\_\_\_

Savings Account at: \_\_\_\_\_ Account #: \_\_\_\_\_

*(Describe all other accounts or investments you may have including stocks, mutual funds, savings bonds, or annuities, on the back of this sheet or an additional sheet if necessary.)*

For Real Estate (land) You Own or are Buying:

Address: \_\_\_\_\_

All Named on Titles: \_\_\_\_\_

Mortgage Owed to: \_\_\_\_\_

Balance Owed: \$ \_\_\_\_\_ Monthly Payment: \$ \_\_\_\_\_

*(Attach a copy of the deed or mortgage, or list the legal description of the property on the back of this sheet or on additional sheet if necessary. Also provide the same information on any other property you own or are buying.)*

For All Motor Vehicles You Own or Are Buying:

Year: \_\_\_\_\_ Make: \_\_\_\_\_ Model: \_\_\_\_\_ Color: \_\_\_\_\_

Vehicle ID #: \_\_\_\_\_ Tag No.: \_\_\_\_\_ Mileage: \_\_\_\_\_

Names on Title: \_\_\_\_\_ Present Value: \$ \_\_\_\_\_

Loan Owed to: \_\_\_\_\_

Balance on Loan: \_\_\_\_\_ Monthly Payment: \$ \_\_\_\_\_

*(List all other automobiles, as well as other vehicles, such as boats, motorcycles, bicycles, or aircraft, on the back of this sheet or an additional sheet if necessary.)*



BK: 7625 PG: 628 Last Page

Have you given, sold, loaned, or transferred any real or personal property worth more than \$100 to any person in the last year? \_\_\_\_\_ Yes \_\_\_\_\_ No  
*If your answer is "Yes", describe the property and sale price, and give the name and address of the person who received the property.*

Does anyone owe you money? \_\_\_\_\_ Yes \_\_\_\_\_ No Amount Owed: \$ \_\_\_\_\_  
Name and Address of Person Owning Money: \_\_\_\_\_

Reason money is owed: \_\_\_\_\_

Please attach copies of the following:

- Your last pay stub.
- Your last three (3) statements for each bank, savings/credit union, or other financial account.
- Your motor vehicle registrations and titles.
- Any deeds or titles to any real or personal property you own or are buying or leases to property you are renting.

**UNDER PENALTY OF PERJURY, I SWEAR OR AFFIRM  
THAT THE FOREGOING ANSWERS ARE TRUE AND COMPLETE.**

\_\_\_\_\_  
TOM MURPHY,

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by \_\_\_\_\_ who is personally known to me or has produced  
\_\_\_\_\_ as identification and who \_\_\_\_\_ did/did \_\_\_\_\_ not take an oath.

WITNESS my hand and official seal, on \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC, State of Florida  
My Commission Expires: \_\_\_\_\_

**MAIL OR DELIVER A COPY OF THE COMPLETED FORM  
TO THE JUDGMENT CREDITOR OR THE CREDITOR'S ATTORNEY.**

C9130734

Recorded in Public Records 05/02/2011 at 10:14 AM OR Book 6715 Page 1063,  
Instrument #2011028473, Ernie Lee Magaha Clerk of the Circuit Court Escambia  
County, FL

IN THE COUNTY COURT  
IN AND FOR ESCAMBIA COUNTY, FLORIDA

CASE NO: 2011 SC 000709

Precision Recovery Analytics, Inc. ,  
Plaintiff,

DEFAULT FINAL JUDGMENT

vs.

THOMAS MURPHY JR .  
Defendant(s)

IT IS HEREBY ORDERED AND ADJUDGED THAT:

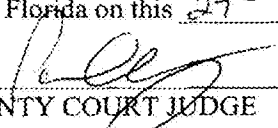
Plaintiff whose address is 101 Gateway Centre Parkway, Richmond VA 23235 shall  
recover from Defendant(s), THOMAS MURPHY JR , the principal sum of \$2,869.78, court costs  
in the amount of \$350.00, interest in the amount of \$465.61, the total of which shall bear interest  
at the rate of 6% per annum, for all of the above let execution issue.

IT IS FURTHER ORDERED AND ADJUDGED THAT:

The Defendant(s) shall complete Florida Rules Form 1.977 (Fact Information Sheet) and  
return it to the Plaintiff's attorney, within 45 days from the date of this Final Judgment unless it is  
satisfied or a motion for new trial or notice of appeal is filed.

Jurisdiction of this case is retained to enter further orders that are proper to compel the  
Defendant(s) to complete the Fact Information Sheet and return it to the Plaintiff's attorney.

DONE AND ORDERED at ESCAMBIA County, Florida on this 27<sup>th</sup> day of  
April, 2011.

  
COUNTY COURT JUDGE

Copies furnished to:  
LAW OFFICES OF ANDREU, PALMA & ANDREU, PL  
701 SW 27<sup>th</sup> Avenue, Ste. 900  
Miami, FL 33135.

THOMAS MURPHY JR  
10141 ISAACS LN  
PENSACOLA FL 32526-4516

10-23211

ERNEE LEE MAGAHA  
CLERK OF CIRCUIT COURT  
ESCAMBIA COUNTY, FL  
2011 APR 28 A 8:57  
COUNTY CIVIL DIVISION

Case: 2011 SC 000709

00076585525

Dkt: CC1033 Pg#:

Recorded in Public Records 11/3/2022 2:20 PM OR Book 8884 Page 1388,  
Instrument #2022107920, Pam Childers Clerk of the Circuit Court Escambia  
County, FL Recording \$27.00

Recorded in Public Records 5/18/2022 10:04 AM OR Book 8787 Page 555,  
Instrument #2022051310, Pam Childers Clerk of the Circuit Court Escambia  
County, FL

Filing # 149646489 E-Filed 05/16/2022 01:03:59 PM

**IN THE COUNTY COURT  
IN AND FOR ESCAMBIA COUNTY, FLORIDA**

**ONEMAIN FINANCIAL GROUP, LLC,**  
a limited liability corporation  
601 NW 2<sup>nd</sup> Street  
Evansville, IN 47708

Plaintiff,  
vs.

**CASE NO.: 2021 SC 003388**

**THOMAS R. MURPHY**  
a/k/a THOMAS MURPHY and  
**AARON C. FISH**  
a/k/a AARON FISH  
4675 POINCIANA DR  
PENSACOLA FL 32526

Defendants.

**FINAL JUDGMENT**

At a Small Claims Pretrial Conference on September 10, 2021, the parties entered into a court ordered payment plan. The plaintiff notified the court that the defendant failed to pay as agreed. As a result, the plaintiff is entitled to a Final Judgment and it is,

**ORDERED AND ADJUDGED** that the Plaintiff, **ONEMAIN FINANCIAL GROUP, LLC**, a limited liability corporation shall recover from the Defendants, **THOMAS R. MURPHY a/k/a THOMAS MURPHY**, and **AARON C. FISH a/k/a AARON FISH**, a total of **\$9,035.65**, which shall not accrue post-judgment interest, for all of which let execution issue.

**FURTHER ORDERED** that the defendant shall complete the attached Fact Information Sheet and return it with all required documents to the plaintiff's attorney Rolfe & Lobello, P.A., P.O. Box 4400, Jacksonville, Florida 32201, within 45 days of the date of this Judgment unless the Judgment has been paid in full or a notice of appeal has been filed. **THIS IS MANDATORY.** Failure to comply may result in contempt of court with a fine of up to \$500.00/day and/or incarceration of up to 180 days in the county jail.

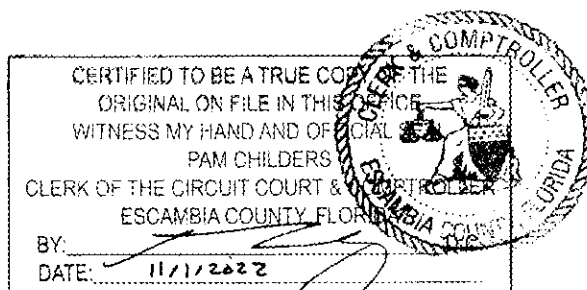
**DONE AND ORDERED** in chambers, Pensacola, Escambia County, Florida.

cc:  
Attorney for Plaintiff

Defendant

-20210957.001

*[Signature]*  
ESCAMBIA COUNTY COURT JUDGE PAT KINSEY  
on 05/14/2022 14:46:47 CA12+CA



BK: 8884 PG: 1389

PK: 8787 PG: 556

IN THE COUNTY COURT, FIRST  
JUDICIAL CIRCUIT, IN AND FOR  
ESCAMBIA COUNTY, FLORIDA

UCN:  
CASE NO.: 2021 SC 003388  
DIVISION:

**ONEMAIN FINANCIAL GROUP, LLC, a limited liability  
corporation**  
Plaintiff,

vs.

**THOMAS R. MURPHY a/k/a THOMAS MURPHY and AARON C. FISH  
a/k/a AARON FISH,**  
Defendants.

**FACT INFORMATION SHEET**

Date: \_\_\_\_\_  
Full Legal Name: \_\_\_\_\_  
Nicknames or Aliases: \_\_\_\_\_  
Residence Address: \_\_\_\_\_  
Mailing Address if different: \_\_\_\_\_  
Telephone Numbers: (Home) \_\_\_\_\_ Business: \_\_\_\_\_  
Name of Employer: \_\_\_\_\_  
Address of Employer: \_\_\_\_\_  
Position or Job Description: \_\_\_\_\_  
Rate of Pay: \$ \_\_\_\_\_ per \_\_\_\_\_ Average Paycheck: \$ \_\_\_\_\_ per \_\_\_\_\_ Average Commissions  
or Bonuses: \$ \_\_\_\_\_ per \_\_\_\_\_  
Commissions or bonuses are based on \_\_\_\_\_  
Other Personal Income: \$ \_\_\_\_\_ from \_\_\_\_\_ (Explain details on back of this sheet or an additional  
sheet if necessary).  
Social Security Number: \_\_\_\_\_ Birth Date (DOB): \_\_\_\_\_  
Driver's License Number: \_\_\_\_\_  
Marital Status: \_\_\_\_\_  
Spouse's Name: \_\_\_\_\_  
Spouse's Address (if different): \_\_\_\_\_  
Spouse's Social Security Number: \_\_\_\_\_ Birth Date (DOB): \_\_\_\_\_  
Spouse's Employer: \_\_\_\_\_  
Spouse's Average Paycheck or Income: \$ \_\_\_\_\_ per \_\_\_\_\_  
Other Family Income: \$ \_\_\_\_\_ per \_\_\_\_\_ (Explain details on back of this sheet or an additional sheet if  
necessary).  
Names and Ages of ALL your Children (and addresses if not living with you): \_\_\_\_\_  
Child Support or Alimony Paid/Received (circle one): \$ \_\_\_\_\_ per \_\_\_\_\_  
Names of Others you Live With: \_\_\_\_\_  
Who is Head of your Household?: \_\_\_\_\_ You \_\_\_\_\_ Spouse \_\_\_\_\_ Other (Explain)  
Checking Account at: \_\_\_\_\_  
Account Number: \_\_\_\_\_  
Savings Account at: \_\_\_\_\_  
Account Number: \_\_\_\_\_  
(Describe all other accounts or investments you may have, including, stocks, mutual funds, savings bonds, or annuities, on the  
back of this sheet or an additional sheet if necessary.)

POST OFFICE BOX 4400 JACKSONVILLE, FL 32201-4400  
(904) 358-1666 OFFICE (904) 677-5836 FAX

BK: 8884 PG: 1390 Last Page

RK: 8787 PG: 557 Last Page

For Real Estate (Land) You Own or Are Buying:

Address: \_\_\_\_\_

All Names on Title: \_\_\_\_\_

Mortgage Owed to: \_\_\_\_\_

Balance Owed: \_\_\_\_\_

Monthly Payment: \$ \_\_\_\_\_

(Attach a copy of the deed or mortgage, or list the legal description of the property on the back of this sheet or an additional sheet if necessary. Also provide the same information on any other property you own or are buying.)

For All Motor Vehicles You Own or Are Buying: Year/Make/Model: \_\_\_\_\_

Vehicle ID Number: \_\_\_\_\_ Tag Number: \_\_\_\_\_

Mileage: \_\_\_\_\_

Names on Title: \_\_\_\_\_

Vehicles Continued

Present Value: \_\_\_\_\_ Loan Owed to: \_\_\_\_\_

Balance on Loan: \$ \_\_\_\_\_ Monthly payment: \$ \_\_\_\_\_

(List all other automobiles, as well as other vehicles, such as boats, motorcycles, bicycles, or aircraft, on the back of this sheet or an additional sheet if necessary.)

Have you given, sold, loaned, or transferred any real or personal property worth more than \$100 to any person in the last year? If your answer is "yes" describe the property and sale price, and give the name and address of the person who received the property.

Does anyone owe you money? \_\_\_\_\_ Amount owed: \$ \_\_\_\_\_

Name and Address of Person Owning Money: \_\_\_\_\_

Reason money is owed: \_\_\_\_\_

Please attach copies of the following:

- a. Your last pay stub.
- a. Your last 3 statements for each bank, savings, credit union, or other financial account.
- b. Your motor vehicle registrations and titles.
- c. Any deeds or titles to any real or personal property you own or are buying, or leases to property you are renting.

**UNDER PENALTY OF PERJURY, I SWEAR OR AFFIRM THAT THE FOREGOING ANSWERS ARE TRUE AND COMPLETE.****THOMAS R. MURPHY a/k/a THOMAS MURPHY****AARON C. FISH a/k/a AARON FISH**

I HEREBY CERTIFY that a copy hereof has been furnished, by U.S. Mail, to Rolfe &amp; Lobello, P.A., Post Office Box 4400, Jacksonville, Florida 32201-4400, this \_\_\_\_\_ day of \_\_\_\_\_.

-20210957.001

POST OFFICE BOX 4400 JACKSONVILLE, FL 32201-4400  
(904) 358-1666 OFFICE (904) 677-5836 FAX

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

CERTIFICATE OF NOTICE OF MAILING  
NOTICE OF APPLICATION FOR TAX DEED

CERTIFICATE # 04122 of 2022

I, PAM CHILDERS, CLERK OF THE CIRCUIT COURT OF ESCAMBIA COUNTY, FLORIDA, do hereby certify that I did on November 21, 2024, mail a copy of the foregoing Notice of Application for Tax Deed, addressed to:

THOMAS R MURPHY    REGINA SUE MURPHY  
4675 POINCIANA DR    4675 POINCIANA DR  
PENSACOLA, FL 32526    PENSACOLA, FL 32526

COMPASS BANK    COMPASS BANK  
P.O. BOX 10343    P.O. BOX 13345  
BIRMINGHAM, AL 35203    BIRMINGHAM AL, 35202

PORTOFOLIO RECOVERY ASSOCIATES, LLC    TOM MURPHY  
140 CORPORATE BLVD SUITE 100    279 AIRPORT BLVD  
NORFOLK, VA 23502    PENSACOLA, FL 32503

MIDLAND FUNDING LLC    TOM MURPHY  
2365 NORTHSIDE DR STE 300    PO BOX 11960  
SAN DIEGO, CA 92108    PENSACOLA, FL 32524-1960

PRECISION RECOVERY ANALYTICS, INC.    THOMAS MURPHY JR  
101 GATEWAY CENTRE PARKWAY    10141 ISAACS LN  
RICHMOND, VA 23235    PENSACOLA, FL 32526-4516

ONEMAIN FINANCIAL GROUP LLC    ECUA  
601 NW 2 N ST.    9255 STURDEVANT ST  
EVANSVILLE, IN 47708    PENSACOLA, FL 32514

WITNESS my official seal this 21th day of November 2024.



PAM CHILDERS  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY, FLORIDA

By:  
Emily Hogg  
Deputy Clerk

## WARNING

THERE ARE UNPAID TAXES ON PROPERTY WHICH YOU OWN OR IN WHICH YOU HAVE A LEGAL INTEREST. THE PROPERTY WILL BE SOLD AT PUBLIC AUCTION ON January 8, 2025, UNLESS THE TAXES ARE PAID. SHOULD YOU NEED FURTHER INFORMATION CONTACT THE CLERK OF THE CIRCUIT COURT IMMEDIATELY AT THE COUNTY COURTHOUSE IN PENSACOLA, FLORIDA, OR CALL 850-595-3793.

## NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That **MIKON FINANCIAL SERVICES INC AND OCEAN BANK** holder of **Tax Certificate No. 04122**, 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 11 BLK E AVONDALE S/D PB 5 P 32 OR 6005 P 496**

**SECTION 01, TOWNSHIP 2 S, RANGE 31 W**

**TAX ACCOUNT NUMBER 092194000 (0125-05)**

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

**THOMAS R MURPHY and REGINA SUE MURPHY**

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 15th day of November 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

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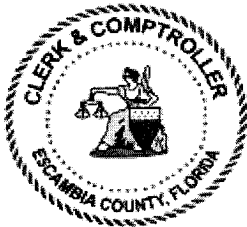
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**Post Property:**

**4675 POINCIANA DR 32526**



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

By:  
Emily Hogg  
Deputy Clerk



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### Personal Services:

**THOMAS R MURPHY**  
4675 POINCIANA DR  
PENSACOLA, FL 32526

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



By:  
Emily Hogg  
Deputy Clerk

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4675 POINCIANA DR  
PENSACOLA, FL 32526

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



By:  
Emily Hogg  
Deputy Clerk

ESCAMBIA COUNTY SHERIFF'S OFFICE  
ESCAMBIA COUNTY, FLORIDA

**NON-ENFORCEABLE RETURN OF SERVICE**

0125.05

**Document Number:** ECSO24CIV040360NON

**Agency Number:** 25-001544

**Court:** TAX DEED

**County:** ESCAMBIA

**Case Number:** CERT NO 04122 2022

**Attorney/Agent:**

PAM CHILDERS  
CLERK OF COURT  
TAX DEED

**Plaintiff:** RE: THOMAS R MURPHY AND REGINA SUE MURPHY

**Defendant:**

**Type of Process:** NOTICE OF APPLICATION FOR TAX DEED

Received this Writ on 11/22/2024 at 8:44 AM and served same at 7:57 AM on 12/3/2024 in ESCAMBIA COUNTY, FLORIDA, by serving POST PROPERTY , the within named, to wit: , .

POSTED TO THE PROPERTY AS INSTRUCTED BY THE CLERKS OFFICE

CHIP W SIMMONS, SHERIFF  
ESCAMBIA COUNTY, FLORIDA

By: \_\_\_\_\_

 928  
A. DUDA, CPS

Service Fee: \$40.00

Receipt No: BILL

Printed By: LCMITCHE

001544

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**Post Property:**

**4675 POINCIANA DR 32526**



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

By:  
Emily Hogg  
Deputy Clerk

**RECEIVED**  
2024 NOV 22 AM 8:44  
ESCAMBIA COUNTY, FL  
SHERIFF'S OFFICE  
CLERK'S OFFICE

ESCAMBIA COUNTY SHERIFF'S OFFICE  
ESCAMBIA COUNTY, FLORIDA

**NON-ENFORCEABLE RETURN OF SERVICE**

0125-05

**Document Number:** ECSO24CIV040359NON

**Agency Number:** 25-001600

**Court:** TAX DEED

**County:** ESCAMBIA

**Case Number:** CERT NO 04122 2022

**Attorney/Agent:**

PAM CHILDERS  
CLERK OF COURT  
TAX DEED

**Plaintiff:** RE: THOMAS R MURPHY AND REGINA SUE MURPHY

**Defendant:**

**Type of Process:** NOTICE OF APPLICATION FOR TAX DEED

Individual

Received this Writ on 11/22/2024 at 8:54 AM and served same on THOMAS R MURPHY , at 7:57 AM on 12/3/2024 in ESCAMBIA COUNTY, FLORIDA, by delivering a true copy of this Writ together with a copy of the initial pleadings, if any, with the date and hour of service endorsed thereon by me.

CHIP W SIMMONS, SHERIFF  
ESCAMBIA COUNTY, FLORIDA

By: \_\_\_\_\_

*A. Duda 928*  
A. DUDA, CPS

Service Fee: \$40.00

Receipt No: BILL

Printed By: LSTRAVIS

ESCAMBIA COUNTY SHERIFF'S OFFICE  
ESCAMBIA COUNTY, FLORIDA

**NON-ENFORCEABLE RETURN OF SERVICE**

0125-05

**Document Number:** ECSO24CIV040363NON

**Agency Number:** 25-001601

**Court:** TAX DEED

**County:** ESCAMBIA

**Case Number:** CERT NO 04122 2022

**Attorney/Agent:**

PAM CHILDERS  
CLERK OF COURT  
TAX DEED

**Plaintiff:** RE: THOMAS R MURPHY AND REGINA SUE MURPHY

**Defendant:**

**Type of Process:** NOTICE OF APPLICATION FOR TAX DEED

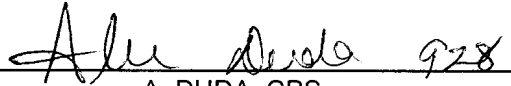
Individual

Received this Writ on 11/22/2024 at 8:54 AM and served same on REGINA SUE MURPHY , at 1:45 PM on 12/4/2024 in ESCAMBIA COUNTY, FLORIDA, by delivering a true copy of this Writ together with a copy of the initial pleadings, if any, with the date and hour of service endorsed thereon by me.

SERVED AT 6115 FOREST PINES DR

CHIP W SIMMONS, SHERIFF  
ESCAMBIA COUNTY, FLORIDA

By: \_\_\_\_\_

 928

A. DUDA, CPS

Service Fee: \$40.00

Receipt No: BILL

Printed By: LSTRAVIS

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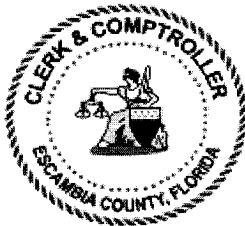
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### Personal Services:

**REGINA SUE MURPHY**  
4675 POINCIANA DR  
PENSACOLA, FL 32526

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



By:  
Emily Hogg  
Deputy Clerk

THOMAS R MURPHY [0125-05]  
4675 POINCIANA DR  
PENSACOLA, FL 32526

9171 9690 0935 0128 0389 51

COMPASS BANK [0125-05]  
P.O. BOX 10343  
BIRMINGHAM, AL 35203

9171 9690 0935 0128 0389 75

PORTOFOLIO RECOVERY  
ASSOCIATES, LLC [0125-05]  
140 CORPORATE BLVD SUITE 100  
NORFOLK, VA 23502

9171 9690 0935 0128 0389 99

MIDLAND FUNDING LLC [0125-05]  
2365 NORTHSIDE DR STE 300  
SAN DIEGO, CA 92108

9171 9690 0935 0128 0387 91

PRECISION RECOVERY ANALYTICS,  
INC. [0125-05]  
101 GATEWAY CENTRE PARKWAY  
RICHMOND, VA 23235

9171 9690 0935 0128 0388 14

ONEMAIN FINANCIAL GROUP LLC  
[0125-05]  
601 NW 2 N ST.  
EVANSVILLE, IN 47708

9171 9690 0935 0128 0388 38

REGINA SUE MURPHY [0125-05]  
4675 POINCIANA DR  
PENSACOLA, FL 32526

9171 9690 0935 0128 0389 68

COMPASS BANK [0125-05]  
P.O. BOX 13345  
BIRMINGHAM AL, 35202

9171 9690 0935 0128 0389 82

TOM MURPHY [0125-05]  
279 AIRPORT BLVD  
PENSACOLA, FL 32503

9171 9690 0935 0128 0387 84

TOM MURPHY [0125-05]  
PO BOX 11960  
PENSACOLA, FL 32524-1960

9171 9690 0935 0128 0388 07

THOMAS MURPHY JR [0125-05]  
10141 ISAACS LN  
PENSACOLA, FL 32526-4516

9171 9690 0935 0128 0388 21

ECUA [0125-05]  
9255 STURDEVANT ST  
PENSACOLA, FL 32514

9171 9690 0935 0128 0388 45

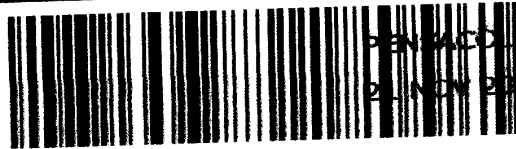
contact



**CERTIFIED MAIL™**

**Pam Childers**

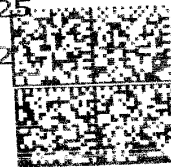
Clerk of the Circuit Court & Comptroller  
Official Records  
221 Palafox Place, Suite 110  
Pensacola, FL 32502



9171 9690 0935 0128 0387 84

PENSACOLA FL 325

21 NOV 2024 PM 2



quodient

FIRST-CLASS MAIL  
IMI

**\$008.16<sup>9</sup>**

11/21/2024 ZIP 32502  
04PM51219001

US POSTAGE

TOM MURPHY [0125-05]  
279 AIRPORT BLVD  
PENSACOLA, FL 32503

322 AA 1 N C0011/26/24  
UNABLE TO FORWARD/FOR REVIEW

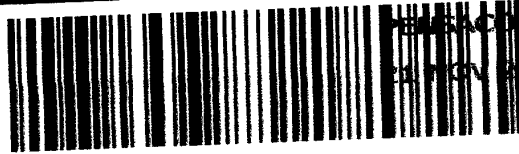
9400921087330470

32503-7770 EWD  
32503-7770

BC: 32503777079 DU \*2738-03877-21-38

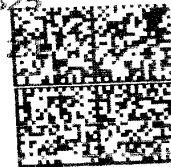
**CERTIFIED MAIL™**

**Pam Childers**  
Clerk of the Circuit Court & Comptroller  
Official Records  
221 Palafox Place, Suite 110  
Pensacola, FL 32502



9171 9690 0935 0128 0388 14

PENSACOLA FL 325  
JAN 21 2024 PM 2:21



quadiant

FIRST-CLASS MAIL  
IMI

**\$008.16<sup>0</sup>**

11/21/2024 ZIP 32502  
043M31213251

US POSTAGE

PRECISION RECOVERY ANALYTICS,  
INC. [0125-05]  
101 GATEWAY CENTRE PARKWAY  
RICHMOND, VA 23235

NIXIE

231 DE 1

0012/06/24

RETURN TO SENDER  
ATTEMPTED - NOT KNOWN  
UNABLE TO FORWARD

BC: 32502583335 \*2732-02626-21-32

2024-01-21 15:00  
FAN  
32502583335

CERTIFIED MAIL™

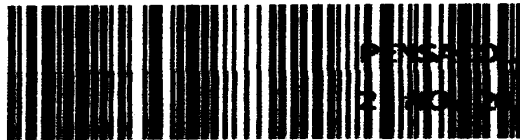
**Pam Childers**

Clerk of the Circuit Court & Comptroller

Official Records

221 Palafox Place, Suite 110

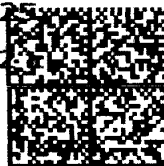
Pensacola, FL 32502



9171 9690 0935 0128 0388 07

PENSACOLA FL 325

2:40:24PM



quadiant

FIRST-CLASS MAIL

IMI

**\$008.16<sup>0</sup>**

11/21/2024 ZIP 32502  
043M31219251

US POSTAGE

PAID  
CITY OF PENSACOLA  
CLERK OF THE CIRCUIT COURT

2024 DEC 17 11 31 AM

ESSENTIAL

ANK

L/N/44  
3/19/60  
6.24

TOM MURPHY [0125-05]

PO BOX 11960

PENSACOLA, FL 32524-1960

NIXIE

326 DE 1

0012/14/24

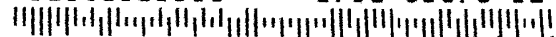
RETURN TO SENDER  
UNCLAIMED  
UNABLE TO FORWARD

UNC

32524-1960

BC: 32502583335

\*2738-02678-21-38



**CERTIFIED MAIL™**

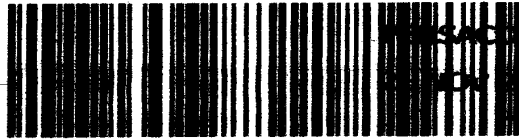
**Pam Childers**

Clerk of the Circuit Court & Comptroller

Official Records

221 Palafox Place, Suite 110

Pensacola, FL 32502



9171 9690 0935 0128 0389 51

PENSACOLA FL 325

NOV 20 24PM



quadiant

FIRST-CLASS MAIL  
IMI

**\$008.16<sup>0</sup>**

11/21/2024 ZIP 32502  
043M31219251

**US POSTAGE**

PAM CHILDERS  
CLERK OF THE CIRCUIT COURT  
FILED

2024 DEC 23 PM 3:00

ESCAMBIA COUNTY

THOMAS R MURPHY [0125-05]  
4675 POINCIANA DR  
PENSACOLA, FL 32526

FWDTF

32525-2034  
32525-2034

*1/2 1/15*

NIXIE

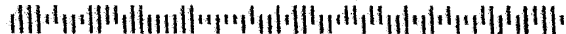
322 FE 1

0012/19/24

RETURN TO SENDER  
NOT DELIVERABLE AS ADDRESSED  
UNABLE TO FORWARD

BC: 32502583335

\*2738-83465-21-38



**CERTIFIED MAIL**



PENSACOLA FL 325

NOV 20 24PM



quadiant

FIRST-CLASS MAIL  
IMI

**\$008.16<sup>0</sup>**

11/21/2024 ZIP 32502  
043M31219251

US POSTAGE

9171 9690 0935 0128 0389 68

**Pam Childers**  
Clerk of the Circuit Court & Comptroller  
Official Records  
221 Palafox Place, Suite 110  
Pensacola, FL 32502

2024 DEC 23 P 12:12  
PENSACOLA, FL 32502

2024 DEC 23 P 12:12

PENSACOLA, FL 32502

REGINA SUE MURPHY [0125-05]  
4675 POINCIANA DR  
PENSACOLA, FL 32526

110400020101240000

FMTF

3 252583335 3  
32526-203475

NIXIE

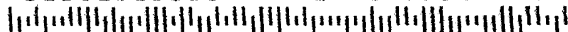
322 FE 1

0012/19/24

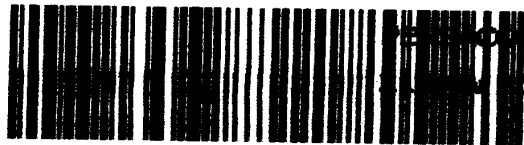
RETURN TO SENDER  
NOT DELIVERABLE AS ADDRESSED  
UNABLE TO FORWARD

BC: 32502583335

\*2738-03382-21-38



**CERTIFIED MAIL**



9171 9690 0935 0128 0387 91

PENSACOLA FL 325  
DEC 19 2024 PM 2



quadiant

FIRST-CLASS MAIL  
IMI

**\$008.16<sup>0</sup>**

11/21/2024 ZIP 32502  
043M31219251

**US POSTAGE**

**Pam Childers**  
Clerk of the Circuit Court & Comptroller  
Official Records  
221 Palafox Place, Suite 110  
Pensacola, FL 32502

PAM CHILDERS  
CLERK OF CIRCUIT COURT  
FILED  
2024 DEC 19 A 10:31  
PAMBLIA COUNTY, FL

MIDLAND FUNDING LLC [0125-05]  
2365 NORTHSIDE DR STE 300  
SAN DIEGO, CA 92108

92108-071075  
52502-5835  
UTF

NIXIE 911 FE 1 0011/29/24

RETURN TO SENDER  
NOT DELIVERABLE AS ADDRESSED  
UNABLE TO FORWARD

BC: 32502583335 \*2252-05908-29-18



CERTIFIED MAIL™



9171 9690 0935 0128 0388 21

PENSACOLA FL 325



quadiant

FIRST-CLASS MAIL  
IMI

\$008.16<sup>00</sup>

11/21/2024 ZIP 32502  
043M31219251

US POSTAGE

**Pam Childers**  
Clerk of the Circuit Court & Comptroller  
Official Records  
221 Palafox Place, Suite 110  
Pensacola, FL 32502

CLERK OF THE CIRCUIT COURT  
PAM CHILDERS  
OFFICIAL RECORDS  
2024 DEC 20 A 11:10  
PENSACOLA, FL

THOMAS MURPHY JR [0125-05]  
10141 ISAACS LN  
PENSACOLA, FL 32526-4516

UNC

32502-4516  
32526-4516

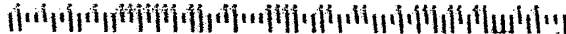
NTXIF

322 DE 1

0012718774

RETURN TO SENDER  
UNCLAIMED  
UNABLE TO FORWARD

SC: 3250258335 \*2736-02644-21-38





# Scott Lunsford, CFC • Escambia County Tax Collector

EscambiaTaxCollector.com

facebook.com/ECTaxCollector

twitter.com/escambiatc



## 2024

## REAL ESTATE

## TAXES

Notice of Ad Valorem and Non-Ad Valorem Assessments

SCAN TO PAY ONLINE

ACCOUNT NUMBER	MILLAGE CODE	ESCROW CODE	PROPERTY REFERENCE NUMBER
09-2194-000	06		0125312000011005

MURPHY THOMAS R &  
REGINA SUE  
4675 POINCIANA DR  
PENSACOLA, FL 32526

PROPERTY ADDRESS:  
4675 POINCIANA DR

EXEMPTIONS:  
HOMESTEAD EXEMPTION

### PRIOR YEAR(S) TAXES OUTSTANDING

22 / 4122

AD VALOREM TAXES						
TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION AMOUNT	TAXABLE AMOUNT	TAXES LEVIED	
COUNTY	6.6165	54,982	29,982	25,000	165.41	
PUBLIC SCHOOLS						
BY LOCAL BOARD	1.7520	54,982	25,000	29,982	52.53	
BY STATE LAW	3.0950	54,982	25,000	29,982	92.79	
WATER MANAGEMENT	0.0218	54,982	29,982	25,000	0.55	
SHERIFF	0.6850	54,982	29,982	25,000	17.13	
M.S.T.U. LIBRARY	0.3590	54,982	29,982	25,000	8.98	
ESCAMBIA CHILDRENS TRUST	0.4043	54,982	29,982	25,000	10.11	

TOTAL MILLAGE 12.9336

AD VALOREM TAXES \$347.50

LEGAL DESCRIPTION	TAXING AUTHORITY	RATE	AMOUNT
LT 11 BLK E AVONDALE S/D PB 5 P 32 OR 6005 P 496	FP FIRE PROTECTION		125.33
	NON-AD VALOREM ASSESSMENTS		\$125.33

### Pay online at EscambiaTaxCollector.com

Payments must be in U.S. funds drawn from a U.S. bank

COMBINED TAXES AND ASSESSMENTS \$472.83

If Paid By	Dec 31, 2024	Jan 31, 2025	Feb 28, 2025	Mar 31, 2025
Please Pay	\$458.65	\$463.37	\$468.10	\$472.83

RETAIN FOR YOUR RECORDS

## 2024 REAL ESTATE TAXES

DETACH HERE AND RETURN THIS PORTION WITH YOUR PAYMENT

ACCOUNT NUMBER
09-2194-000
PROPERTY ADDRESS
4675 POINCIANA DR

MURPHY THOMAS R &  
REGINA SUE  
4675 POINCIANA DR  
PENSACOLA, FL 32526

Make checks payable to:  
**Scott Lunsford, CFC**  
Escambia County Tax Collector  
P.O. BOX 1312  
PENSACOLA, FL 32591  
Pay online at EscambiaTaxCollector.com

### PRIOR YEAR(S) TAXES OUTSTANDING

Payments in U.S. funds from a U.S. bank

PAY ONLY ONE AMOUNT	
AMOUNT IF PAID BY	Dec 31, 2024 458.65
AMOUNT IF PAID BY	Jan 31, 2025 463.37
AMOUNT IF PAID BY	Feb 28, 2025 468.10
AMOUNT IF PAID BY	Mar 31, 2025 472.83
AMOUNT IF PAID BY	

DO NOT FOLD, STAPLE, OR MUTILATE

1 092194000 2024 0





# Escambia Sun Press

PUBLISHED WEEKLY SINCE 1948  
(Warrington) Pensacola, Escambia County, Florida

## STATE OF FLORIDA

County of Escambia

Before the undersigned authority personally appeared Michael P. Driver who is personally known to me and who on oath says that he is Publisher of The Escambia Sun Press, a weekly newspaper published at (Warrington) Pensacola in Escambia County, Florida; that the attached copy of advertisement, being a  
NOTICE in the matter of TAX DEED SALE

SALE DATE – 01-08-2025 – TAX CERTIFICATE #04122

in the CIRCUIT Court  
was published in said newspaper in the issues of  
DECEMBER 5, 12, 19, 26, 2024

Affiant further says that the said Escambia Sun-Press is a newspaper published at (Warrington) Pensacola, in said Escambia County, Florida, and that the said newspaper has heretofore been continuously published in said Escambia County, Florida each week and has been entered as second class mail matter at the post office in Pensacola, in said Escambia and Santa Rosa Counties, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper. Affiant complies with all legal requirements for publication in chapter 50, Florida Statutes.

Digitally signed by Michael P Driver  
DN: c=US, o=The Escambia Sun Press LLC,  
dnQualifier=A01410D0000019093B5D40A000E97D9, cn=Michael P Driver  
Date: 2024.12.26 12:00:49 -06'00'

**PUBLISHER**

Sworn to and subscribed before me this 26TH day of DECEMBER  
A.D., 2024

Digitally signed by Heather Tuttle  
DN: c=US, o=The Escambia Sun Press LLC,  
dnQualifier=A01410C000001890CD5793600064AAE, cn=Heather Tuttle  
Date: 2024.12.26 12:02:32 -06'00'

**HEATHER TUTTLE  
NOTARY PUBLIC**



HEATHER TUTTLE  
Notary Public, State of Florida  
My Comm. Expires June 24, 2028  
Commission No. HH 535214

Page 1 of 1

### NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That MIKON FINANCIAL SERVICES INC AND OCEAN BANK holder of Tax Certificate No. 04122, 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 11 BLK E AVONDALE S/D PB 5 P 32  
OR 6005 P 496 SECTION 01, TOWNSHIP  
2 S, RANGE 31 W

TAX ACCOUNT NUMBER 092194000  
(0125-05)

The assessment of the said property under the said certificate issued was in the name of THOMAS R MURPHY and REGINA SUE MURPHY

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.

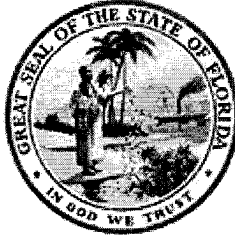
Dated this 21st day of November 2024.

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  
(SEAL)  
By: Emily Hogg  
Deputy Clerk

oaw-4w-12-05-12-19-26-2024

**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  
High Bid Tax Deed Sale**

**Cert # 004122 of 2022 Date 1/8/2025  
Name CHUNYAN LIU**

**Cash Summary**

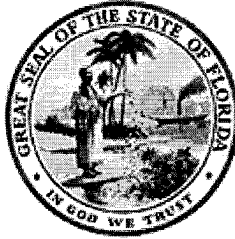
Cash Deposit	\$2,755.00
Total Check	\$52,773.20
Grand Total	\$55,528.20

**PAM CHILDERS**  
Clerk of the Circuit Court

By:   
Deputy Clerk

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

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



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

**BRANCH OFFICES  
 ARCHIVES AND RECORDS  
 JUVENILE DIVISION  
 CENTURY**

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

**PAM CHILDERS, CLERK OF THE CIRCUIT COURT  
 High Bid Tax Deed Sale**

**Cert # 004122 of 2022 Date 1/8/2025  
 Name CHUNYAN LIU**

**Cash Summary**

Cash Deposit	\$2,755.00
Total Check	\$52,773.20
Grand Total	\$55,528.20

Purchase Price (high bid amount)	\$55,100.00	Total Check	\$52,773.20
+ adv recording deed	\$10.00	Adv Recording Deed	\$10.00
+ adv doc. stamps deed	\$385.70	Adv Doc. Stamps	\$385.70
+ Adv Recording For Mailing	\$18.50		
Opening Bid Amount	\$30,884.95	Postage	\$98.40
		Researcher Copies	\$0.00
- postage	\$98.40		
- Researcher Copies	\$0.00		
		Adv Recording Mail Cert	\$18.50
- Homestead Exempt	\$27,491.00		
		Clerk's Prep Fee	\$14.00
=Registry of Court	\$3,295.55	Registry of Court	\$3,295.55
Purchase Price (high bid)	\$55,100.00		
-Registry of Court	\$3,295.55	Overbid Amount	\$51,706.05
-advance recording (for mail certificate)	\$18.50		
-postage	\$98.40		
-Researcher Copies	\$0.00		
= Overbid Amount	\$51,706.05		

**PAM CHILDERS**  
 Clerk of the Circuit Court

By:   
 Deputy Clerk

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

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



**BRANCH OFFICES**  
**ARCHIVES AND RECORDS**  
**JUVENILE DIVISION**  
**CENTURY**

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


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

**Case # 2022 TD 004122**

**Sold Date 1/8/2025**

**Name CHUNYAN LIU**

RegistryOfCourtT = TAXDEED	\$3,295.55
overbidamount = TAXDEED	\$51,706.05
PostageT = TD2	\$98.40
Researcher Copies = TD6	\$0.00
prepFee = TD4	\$14.00
advdocstampsdeed = TAXDEED	\$385.70
advancerecording = TAXDEED	\$18.50
AdvRecordingDeedT = TAXDEED	\$10.00

Date	Docket	Desc	 <b>VIEW IMAGES</b>
6/1/2022	0101	CASE FILED 06/01/2022 CASE NUMBER 2022 TD 004122	
5/2/2024	TD83	TAX COLLECTOR CERTIFICATION	
5/2/2024	TD84	PA INFO	
5/3/2024	RECEIPT	PAYMENT \$456.00 RECEIPT #2024031844	
5/3/2024	TD84	NOTICE OF TDA	
10/14/2024	TD82	PROPERTY INFORMATION REPORT	
11/21/2024	TD81	CERTIFICATE OF MAILING	
12/9/2024	TD84	SHERIFF RETURN OF SERVICE	
12/13/2024	CheckVoided	CHECK (CHECKID 138772) VOIDED: ESCAMBIA SUN PRESS 605 S OLD CORRY FIELD RD PENSACOLA, FL 32507	
12/13/2024	CheckMailed	CHECK PRINTED: CHECK # 900038017 - - REGISTRY CHECK	
12/13/2024	TD84	CERT MAIL TRACKING AND RETURNED MAIL	
12/20/2024	TD84	2024 TAXES	
1/3/2025	TD84	PROOF OF PUBLICATION	

**FEES**

EffectiveDate	FeeCode	FeeDesc	TotalFee	AmountPaid	WaivedAmount	AmountOutstanding
5/2/2024 10:47:04 AM	RECORD2	RECORD FEE FIRST PAGE	10.00	10.00	0.00	0.00
5/2/2024 10:47:04 AM	TAXDEED	TAX DEED CERTIFICATES	320.00	320.00	0.00	0.00

5/2/2024 10:47:04 AM	TD4	PREPARE ANY INSTRUMENT	7.00	7.00	0.00	0.00
5/2/2024 10:47:04 AM	TD7	ONLINE AUCTION FEE	59.00	59.00	0.00	0.00
5/2/2024 10:48:04 AM	TD10	TAX DEED APPLICATION	60.00	60.00	0.00	0.00
		Total	456.00	456.00	0.00	0.00

## RECEIPTS

ReceiptDate	ReceiptNumber	Received_from	payment_amt	applied_amt	refunded_amt
5/3/2024 10:07:03 AM	2024031844	MIKON FINANCIAL SERVICES INC AND OCEAN BANK	456.00	456.00	0.00
		Total	456.00	456.00	0.00

## REGISTRY

CashierDate	Type	TransactionID	TransactionName	Name	Amount	Status
12/13/2024 9:33:26 AM	Check (outgoing)	101953359	ESCAMBIA SUN PRESS	605 S OLD CORRY FIELD RD	200.00	900038017 CLEARED ON 12/13/2024
5/3/2024 10:07:03 AM	Deposit	101890666	MIKON FINANCIAL SERVICES INC AND OCEAN BANK		320.00	Deposit
Deposited			Used	Balance		
320.00			11,800.00	-11,480.00		

Doc stamps for tax deed auctions are due in conjunction with the final payment due at 11:00 AM CT on the following business day after the sale.

01/08/2025 2022 TD 004122

01/08/2025 2022 TD 004027

01/08/2025 2022 TD 003585

01/08/2025 2022 TD 002994

01/08/2025 2022 TD 002974

01/08/2025 2022 TD 002921

01/08/2025 2022 TD 002914

01/08/2025 2022 TD 002810

01/08/2025 2022 TD 002753

01/08/2025 2022 TD 002748

01/08/2025 2022 TD 002664

01/08/2025 2022 TD 002303

01/08/2025 2022 TD 001459

01/08/2025 2022 TD 000119

Parcel	Bidder	Winning Bid	Deposit	Auction Balance	Clerk Fee	Rec Fee	EA Fee	POPR F	Doc Stam	Total Due	Certificate Number	Name On Title	Title Address
							00	\$0.00	\$385.70	\$52,773.20	04122	Max Land Trust In	358 Hibiscus Ave
							00	\$0.00	\$224.70	\$30,762.20	04027	KMPB Holdings LI	21125 Highway 5
							00	\$0.00	\$161.70	\$22,149.20	03585	Clarisse Teixeira L	250 Tanglewood
							00	\$0.00	\$203.70	\$27,891.20	02994	Border Town LLC	126 Beech st Pe
							00	\$0.00	\$463.40	\$63,395.90	02974	rina Stearmer	939 n new warri
							00	\$0.00	\$455.70	\$62,343.20	02921	Max Land Trust In	358 Hibiscus Ave
							00	\$0.00	\$60.20	\$8,272.70	02914	Richard Lewis	2803 N S street
							00	\$0.00	\$72.80	\$9,995.30	02810	DSYA	2921 North Peni
							00	\$0.00	\$130.20	\$17,842.70	02753	Roman Vashurin	6123 Chablis Ln
							00	\$0.00	\$210.70	\$28,848.20	02748	Fred M Worsnop	8141 Mobile Hwy
							00	\$0.00	\$263.20	\$36,025.70	02664	Ease Acquisitions	2220 Seascale C
							00	\$0.00	\$75.60	\$10,378.10	02303	Bryan H. Seifstein	6594 alvarado rd
							00	\$0.00	\$196.70	\$26,934.20	01459	A & J Evergreen E	164 Ironhorse Dr
							00	\$0.00	\$53.20	\$7,315.70	00119	FORANEO INTER	20007 SW 122nd

Edit Name on Title

Name on Title

Custom Fields

Style

Case Number: 2022 TD 004122

Result Date: 01/08/2025

Title Information:

Name: Max Land Trust Inc

Address1: 358 Hibiscus Ave

Address2:

City: Merritt Island

State: FL

Zip: 35953

Cancel

Update

76523

Chunyan Liu

Deposit  
\$2,755.00

\$55,100.00

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

**CERTIFICATE OF NOTICE OF MAILING  
NOTICE OF APPLICATION FOR TAX DEED**

**CERTIFICATE # 04122 of 2022**

I, PAM CHILDERS, CLERK OF THE CIRCUIT COURT OF ESCAMBIA COUNTY, FLORIDA, do hereby certify that I did on November 21, 2024, mail a copy of the foregoing Notice of Application for Tax Deed, addressed to:

THOMAS R MURPHY    REGINA SUE MURPHY  
4675 POINCIANA DR    4675 POINCIANA DR  
PENSACOLA, FL 32526    PENSACOLA, FL 32526

COMPASS BANK    COMPASS BANK  
P.O. BOX 10343    P.O. BOX 13345  
BIRMINGHAM, AL 35203    BIRMINGHAM AL, 35202

PORTOFOLIO RECOVERY ASSOCIATES, LLC    TOM MURPHY  
140 CORPORATE BLVD SUITE 100    279 AIRPORT BLVD  
NORFOLK, VA 23502    PENSACOLA, FL 32503

MIDLAND FUNDING LLC    TOM MURPHY  
2365 NORTHSIDE DR STE 300    PO BOX 11960  
SAN DIEGO, CA 92108    PENSACOLA, FL 32524-1960

PRECISION RECOVERY ANALYTICS, INC.    THOMAS MURPHY JR  
101 GATEWAY CENTRE PARKWAY    10141 ISAACS LN  
RICHMOND, VA 23235    PENSACOLA, FL 32526-4516

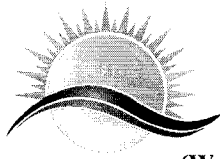
ONEMAIN FINANCIAL GROUP LLC    ECUA  
601 NW 2 N ST.    9255 STURDEVANT ST  
EVANSVILLE, IN 47708    PENSACOLA, FL 32514

WITNESS my official seal this 21th day of November 2024.



PAM CHILDERS  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY, FLORIDA

By:  
Emily Hogg  
Deputy Clerk



Escambia  
**Sun Press**  
PUBLISHED WEEKLY SINCE 1948  
(Warrington) Pensacola, Escambia County, Florida

**STATE OF FLORIDA**

County of Escambia

Before the undersigned authority personally appeared Michael P. Driver who is personally known to me and who on oath says that he is Publisher of The Escambia Sun Press, a weekly newspaper published at (Warrington) Pensacola in Escambia County, Florida; that the attached copy of advertisement, being a

NOTICE in the matter of TAX DEED SALE

SALE DATE – 01-08-2025 – TAX CERTIFICATE #04122

in the CIRCUIT Court was published in said newspaper in the issues of

DECEMBER 5, 12, 19, 26, 2024

Affiant further says that the said Escambia Sun-Press is a newspaper published at (Warrington) Pensacola, in said Escambia County, Florida, and that the said newspaper has heretofore been continuously published in said Escambia County, Florida each week and has been entered as second class mail matter at the post office in Pensacola, in said Escambia and Santa Rosa Counties, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper. Affiant complies with all legal requirements for publication in chapter 50, Florida Statutes.

Digitally signed by Michael P Driver  
DN: c=US, o=The Escambia Sun Press LLC,  
dnQualifier=A01410D0000019093B5D40A000E97D9, cn=Michael P Driver  
Date: 2024.12.26 12:00:49 -06'00'

**PUBLISHER**

Sworn to and subscribed before me this 26TH day of DECEMBER  
A.D., 2024

Digitally signed by Heather Tuttle  
DN: c=US, o=The Escambia Sun Press LLC,  
dnQualifier=A01410C000001890CD5793600064AAE, cn=Heather Tuttle  
Date: 2024.12.26 12:02:32 -06'00'

**HEATHER TUTTLE**  
**NOTARY PUBLIC**



HEATHER TUTTLE  
Notary Public, State of Florida  
My Comm. Expires June 24, 2028  
Commission No. HH 535214

Page 1 of 1

**NOTICE OF APPLICATION FOR  
TAX DEED**

NOTICE IS HEREBY GIVEN, That MIKON FINANCIAL SERVICES INC AND OCEAN BANK holder of Tax Certificate No. 04122, 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 11 BLK E AVONDALE S/D PB 5 P 32  
OR 6005 P 496 SECTION 01, TOWNSHIP  
2 S, RANGE 31 W

TAX ACCOUNT NUMBER 092194000  
(0125-05)

The assessment of the said property under the said certificate issued was in the name of THOMAS R MURPHY and REGINA SUE MURPHY

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 21st day of November 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  
(SEAL)  
By: Emily Hogg  
Deputy Clerk

oaw-4w-12-05-12-19-26-2024



Pam Childers  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY FLORIDA  
INST# 2025003653 1/14/2025 9:02 AM  
OFF REC BK: 9257 PG: 43 Doc Type: TXD  
Recording \$10.00 Deed Stamps \$385.70

Tax deed file number 0125-05

Parcel ID number 012S312000011005

## TAX DEED

Escambia County, Florida

for official use only

Tax Certificate numbered 04122 issued on June 1, 2022 was filed in the office of the tax collector of Escambia County, Florida. An application has been made for the issuance of a tax deed. The applicant has paid or redeemed all other taxes or tax certificates on the land as required by law. The notice of sale, including the cost and expenses of this sale, has been published as required by law. No person entitled to do so has appeared to redeem the land. On the 8th day of January 2025, the land was offered for sale. It was sold to **Max Land Trust Inc**, 358 Hibiscus Ave Merritt Island FL 32953, who was the highest bidder and has paid the sum of the bid as required by law.

The lands described below, including any inherited property, buildings, fixtures, and improvements of any kind and description, situated in this County and State.

**Description of lands: LT 11 BLK E AVONDALE S/D PB 5 P 32 OR 6005 P 496 SECTION 01, TOWNSHIP 2 S, RANGE 31 W**

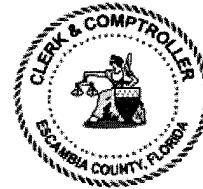
**\*\* Property previously assessed to: THOMAS R MURPHY, REGINA SUE MURPHY**

On 8th day of January 2025, in Escambia County, Florida, for the sum of ( \$55,100.00) FIFTY FIVE THOUSAND ONE HUNDRED AND 00/100 Dollars, the amount paid as required by law.

Mylanda Johnson  
221 Palafox Place, Ste 110  
Pensacola, FL 32502

Emily Hogg  
221 Palafox Place, Ste 110  
Pensacola, FL 32502

Pam Childers  
Clerk of Court and Comptroller  
Escambia County, Florida



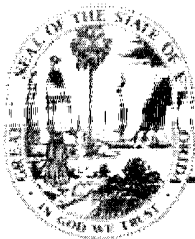
On this 8th day of January, 2025 before me personally appeared Pam Childers  
Clerk of Court and Comptroller in and for the State and this County known to me to be the person described in, and who executed the foregoing instrument, and acknowledged the execution of this instrument to be his own free act and deed for the use and purposes therein mentioned.

Witness my hand and office seal date aforesaid

Emily Hogg



Emily Hogg  
Comm.: HH 373864  
Expires: March 15, 2027  
Notary Public - State of Florida



# Pam Childers

## Clerk of the Circuit Court and Comptroller, Escambia County

Clerk of Courts • County Comptroller • Clerk of the Board of County Commissioners • Recorder •

### NOTICE OF SURPLUS FUNDS FROM TAX DEED SALE CLERK OF THE CIRCUIT COURT

COMPASS BANK  
P.O. BOX 10343  
BIRMINGHAM, AL 35203

Tax Deed File # 0125-05  
Certificate # 04122 of 2022  
Account # 092194000

Property legal description:

**LT 11 BLK E AVONDALE S/D PB 5 P 32 OR 6005 P 496**

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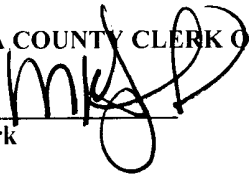
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If your claim has been satisfied, released, or you are waiving your claim, please check the "No claim will be filed" box on the enclosed claim form and return it to our office so that any other liens can be considered.

Dated this 16th day of January 2025.



ESCAMBIA COUNTY CLERK OF COURT

By:   
Deputy Clerk

**Tax Deeds • 221 Palafox Place • Suite 110 • Pensacola, FL 32502 • (850) 595-3793**

9171 9690 0935 0128 2931 07



# Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

Clerk of Courts • County Comptroller • Clerk of the Board of County Commissioners • Recorder •

## NOTICE OF SURPLUS FUNDS FROM TAX DEED SALE CLERK OF THE CIRCUIT COURT

COMPASS BANK  
P.O. BOX 13345  
BIRMINGHAM AL, 35202

Tax Deed File # 0125-05  
Certificate # 04122 of 2022  
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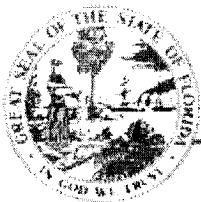


ESCAMBIA COUNTY CLERK OF COURT

By:   
Deputy Clerk

**Tax Deeds • 221 Palafox Place • Suite 110 • Pensacola, FL 32502 • (850) 595-3793**

9171 9690 0935 0128 2931 14



# Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

Clerk of Courts • County Comptroller • Clerk of the Board of County Commissioners • Recorder •

## NOTICE OF SURPLUS FUNDS FROM TAX DEED SALE CLERK OF THE CIRCUIT COURT

MIDLAND FUNDING LLC  
2365 NORTHSIDE DR STE 300  
SAN DIEGO, CA 92108

Tax Deed File # 0125-05  
Certificate # 04122 of 2022  
Account # 092194000

Property legal description:

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ESCAMBIA COUNTY CLERK OF COURT

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Deputy Clerk

**Tax Deeds • 221 Palafox Place • Suite 110 • Pensacola, FL 32502 • (850) 595-3793**

**9171 9690 0935 0128 2931 21**



# Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

Clerk of Courts • County Comptroller • Clerk of the Board of County Commissioners • Recorder •

## NOTICE OF SURPLUS FUNDS FROM TAX DEED SALE CLERK OF THE CIRCUIT COURT

ONEMAIN FINANCIAL GROUP LLC  
601 NW 2 N ST.  
EVANSVILLE, IN 47708

Tax Deed File # 0125-05  
Certificate # 04122 of 2022  
Account # 092194000

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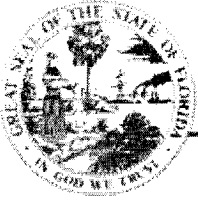


ESCAMBIA COUNTY CLERK OF COURT

By:   
Deputy Clerk

**Tax Deeds • 221 Palafox Place • Suite 110 • Pensacola, FL 32502 • (850) 595-3793**

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# Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

Clerk of Courts • County Comptroller • Clerk of the Board of County Commissioners • Recorder •

## NOTICE OF SURPLUS FUNDS FROM TAX DEED SALE CLERK OF THE CIRCUIT COURT

PORTOFOLIO RECOVERY ASSOCIATES, LLC  
140 CORPORATE BLVD SUITE 100  
NORFOLK, VA 23502

Tax Deed File # 0125-05  
Certificate # 04122 of 2022  
Account # 092194000

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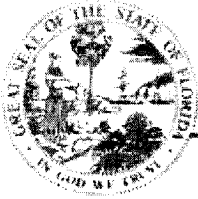


ESCAMBIA COUNTY CLERK OF COURT

By:   
Deputy Clerk

Tax Deeds • 221 Palafox Place • Suite 110 • Pensacola, FL 32502 • (850) 595-3793

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# Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

Clerk of Courts • County Comptroller • Clerk of the Board of County Commissioners • Recorder •

## NOTICE OF SURPLUS FUNDS FROM TAX DEED SALE CLERK OF THE CIRCUIT COURT

PRECISION RECOVERY ANALYTICS, INC.  
101 GATEWAY CENTRE PARKWAY  
RICHMOND, VA 23235

Tax Deed File # 0125-05  
Certificate # 04122 of 2022  
Account # 092194000

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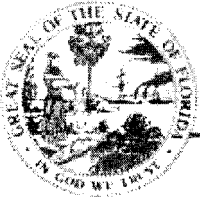


ESCAMBIA COUNTY CLERK OF COURT

By:   
Deputy Clerk

Tax Deeds • 221 Palafox Place • Suite 110 • Pensacola, FL 32502 • (850) 595-3793

9171 9690 0935 0128 2931 52



# Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

Clerk of Courts • County Comptroller • Clerk of the Board of County Commissioners • Recorder •

## NOTICE OF SURPLUS FUNDS FROM TAX DEED SALE CLERK OF THE CIRCUIT COURT

REGINA SUE MURPHY  
4675 POINCIANA DR  
PENSACOLA, FL 32526

Tax Deed File # 0125-05  
Certificate # 04122 of 2022  
Account # 092194000

Property legal description:

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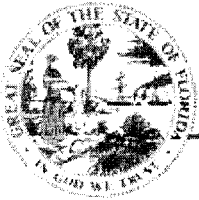
ESCAMBIA COUNTY CLERK OF COURT

By:   
Deputy Clerk

Tax Deeds • 221 Palafox Place • Suite 110 • Pensacola, FL 32502 • (850) 595-3793

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# Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

Clerk of Courts • County Comptroller • Clerk of the Board of County Commissioners • Recorder •

## NOTICE OF SURPLUS FUNDS FROM TAX DEED SALE CLERK OF THE CIRCUIT COURT

THOMAS MURPHY JR  
10141 ISAACS LN  
PENSACOLA, FL 32526-4516

Tax Deed File # 0125-05  
Certificate # 04122 of 2022  
Account # 092194000

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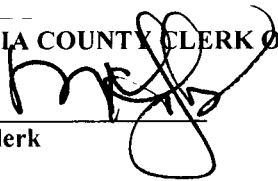
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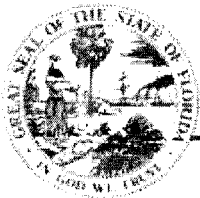


ESCAMBIA COUNTY CLERK OF COURT

By:   
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9171 9690 0935 0128 2931 76



# Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

Clerk of Courts • County Comptroller • Clerk of the Board of County Commissioners • Recorder •

## NOTICE OF SURPLUS FUNDS FROM TAX DEED SALE CLERK OF THE CIRCUIT COURT

THOMAS R MURPHY  
4675 POINCIANA DR  
PENSACOLA, FL 32526

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Dated this 16th day of January 2025.

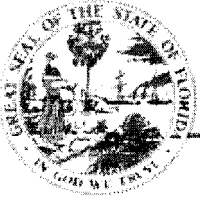


ESCAMBIA COUNTY CLERK OF COURT

By:   
Deputy Clerk

Tax Deeds • 221 Palafox Place • Suite 110 • Pensacola, FL 32502 • (850) 595-3793

9171 9690 0935 0128 2931 83



# Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

Clerk of Courts • County Comptroller • Clerk of the Board of County Commissioners • Recorder •

## NOTICE OF SURPLUS FUNDS FROM TAX DEED SALE CLERK OF THE CIRCUIT COURT

TOM MURPHY  
279 AIRPORT BLVD  
PENSACOLA, FL 32503

Tax Deed File # 0125-05  
Certificate # 04122 of 2022  
Account # 092194000

Property legal description:

**LT 11 BLK E AVONDALE S/D PB 5 P 32 OR 6005 P 496**

Pursuant to Chapter 197, F.S., the above property was sold at public sale on **January 8, 2025**, and a surplus of **\$50,912.96** (subject to change) will be held by this office for 120 days beginning on the date of this notice to benefit the persons having an interest in this property as described in section 197.502(4), Florida Statutes, as their interests may appear (except for those persons described in section 197.502(4)(h), Florida Statutes). To the extent possible, these funds will be used to satisfy any government lienholder of record before any claimant with a senior mortgage on the property and before distribution of any funds to any junior mortgage or lien claimant or to the former property owner. To be considered for payment of any portion of the surplus funds, you must file a notarized statement of claim with this office within 120 days of this notice.

If you are a lienholder, your claim must include the particulars of your lien and the amounts currently due.

**THE FAILURE OF A LIENHOLDER TO FILE A CLAIM FOR SURPLUS FUNDS WITHIN 120 DAYS OF THIS NOTICE CONSTITUTES A WAIVER OF THE LIENHOLDER'S INTEREST IN THE SURPLUS FUNDS AND ALL CLAIMS THERETO ARE FOREVER BARRED.**

If your claim has been satisfied, released, or you are waiving your claim, please check the "No claim will be filed" box on the enclosed claim form and return it to our office so that any other liens can be considered.

Dated this 16th day of January 2025.

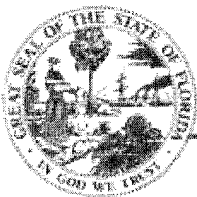


ESCAMBIA COUNTY CLERK OF COURT

By:   
Deputy Clerk

Tax Deeds • 221 Palafox Place • Suite 110 • Pensacola, FL 32502 • (850) 595-3793

9171 9690 0935 0128 2931 90



# Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

Clerk of Courts • County Comptroller • Clerk of the Board of County Commissioners • Recorder •

## NOTICE OF SURPLUS FUNDS FROM TAX DEED SALE CLERK OF THE CIRCUIT COURT

TOM MURPHY  
PO BOX 11960  
PENSACOLA, FL 32524-1960

Tax Deed File # 0125-05  
Certificate # 04122 of 2022  
Account # 092194000

Property legal description:

**LT 11 BLK E AVONDALE S/D PB 5 P 32 OR 6005 P 496**

Pursuant to Chapter 197, F.S., the above property was sold at public sale on **January 8, 2025**, and a surplus of **\$50,912.96** (subject to change) will be held by this office for 120 days beginning on the date of this notice to benefit the persons having an interest in this property as described in section 197.502(4), Florida Statutes, as their interests may appear (except for those persons described in section 197.502(4)(h), Florida Statutes). To the extent possible, these funds will be used to satisfy any government lienholder of record before any claimant with a senior mortgage on the property and before distribution of any funds to any junior mortgage or lien claimant or to the former property owner. To be considered for payment of any portion of the surplus funds, you must file a notarized statement of claim with this office within 120 days of this notice.

If you are a lienholder, your claim must include the particulars of your lien and the amounts currently due.

**THE FAILURE OF A LIENHOLDER TO FILE A CLAIM FOR SURPLUS FUNDS WITHIN 120 DAYS OF THIS NOTICE CONSTITUTES A WAIVER OF THE LIENHOLDER'S INTEREST IN THE SURPLUS FUNDS AND ALL CLAIMS THERETO ARE FOREVER BARRED.**

If your claim has been satisfied, released, or you are waiving your claim, please check the "No claim will be filed" box on the enclosed claim form and return it to our office so that any other liens can be considered.

Dated this 16th day of January 2025.

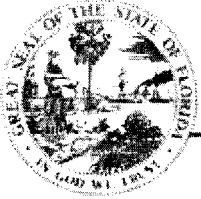


ESCAMBIA COUNTY CLERK OF COURT

By:   
Deputy Clerk

Tax Deeds • 221 Palafox Place • Suite 110 • Pensacola, FL 32502 • (850) 595-3793

9171 9690 0935 0128 2932 06



# Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

Clerk of Courts • County Comptroller • Clerk of the Board of County Commissioners • Recorder •

## NOTICE OF SURPLUS FUNDS FROM TAX DEED SALE CLERK OF THE CIRCUIT COURT

ECUA  
9255 STURDEVANT ST  
PENSACOLA, FL 32514

Tax Deed File # 0125-05  
Certificate # 04122 of 2022  
Account # 092194000

Property legal description:

**LT 11 BLK E AVONDALE S/D PB 5 P 32 OR 6005 P 496**

Pursuant to Chapter 197, F.S., the above property was sold at public sale on **January 8, 2025**, and a surplus of **\$50,912.96** (subject to change) will be held by this office for 120 days beginning on the date of this notice to benefit the persons having an interest in this property as described in section 197.502(4), Florida Statutes, as their interests may appear (except for those persons described in section 197.502(4)(h), Florida Statutes). To the extent possible, these funds will be used to satisfy any government lienholder of record before any claimant with a senior mortgage on the property and before distribution of any funds to any junior mortgage or lien claimant or to the former property owner. To be considered for payment of any portion of the surplus funds, you must file a notarized statement of claim with this office within 120 days of this notice.

If you are a lienholder, your claim must include the particulars of your lien and the amounts currently due.

**THE FAILURE OF A LIENHOLDER TO FILE A CLAIM FOR SURPLUS FUNDS WITHIN 120 DAYS OF THIS NOTICE CONSTITUTES A WAIVER OF THE LIENHOLDER'S INTEREST IN THE SURPLUS FUNDS AND ALL CLAIMS THERETO ARE FOREVER BARRED.**

If your claim has been satisfied, released, or you are waiving your claim, please check the "No claim will be filed" box on the enclosed claim form and return it to our office so that any other liens can be considered.

Dated this 16th day of January 2025.



ESCAMBIA COUNTY CLERK OF COURT

By:   
Deputy Clerk

**Tax Deeds • 221 Palafox Place • Suite 110 • Pensacola, FL 32502 • (850) 595-3793**

Tax Certificate #		2022 TD 004122	
Account #		092194000	
Property Owner		Thomas R Murphy Regina Sue Murphy	
Property Address		4675 Poinciana Dr 32526	
SOLD TO: Chunyan Liu \$55,100.00			
Disbursed to/for:		Amount Pd:	Registry Balance:
Recording Fees (from TXD receipt)		\$ 414.20 ✓	\$
Clerk Registry Fee (fee due clerk tab) Fee Code: OR860		\$ 793.09 ✓	\$
Tax Collector Fee (from redeem screen)		\$ 6.25 ✓	\$
Certificate holder/taxes & app fees		\$ 2,825.93 ✓	\$
Refund High Bidder unused sheriff fees		\$ 0	\$
Additional taxes		\$ 463.37 ✓	\$ 50,912.96
Postage final notices		\$ 90.20	\$ 50,822.76
ECUA		\$ 0	\$
		\$	\$
		\$	\$
<b>BALANCE IN TAX DEEDS SHOULD MATCH BALANCE IN BENCHMARK!!!!!!!!!!!!!!</b>			
Lien Information:			
ECUA 8207/1054 - PAID PER ECUA		Due \$	0
		Paid \$	
		Due \$	
		Paid \$	
		Due \$	
		Paid \$	
		Due \$	
		Paid \$	
		Due \$	
		Paid \$	
		Due \$	
		Paid \$	
		Due \$	
		Paid \$	
		Due \$	
		Paid \$	
Post sale process:		Notes:	
Tax Deed Results Report to Tax Collector	✓		
Print Deed/Send to Admin for signature	✓		
Request check for recording fees/doc stamps	✓		
Request check for Clerk Registry fee/fee due clerk	✓		
Request check for Tax Collector fee (\$6.25 etc)	✓		
Request check for certificate holder refund/taxes & app fees	✓		
Request check for any unused sheriff fees to high bidder	✓		
Determine government liens of record/ amounts due	✓		
Print Final notices to all lienholders/owners	✓		
Request check for postage fees for final notices	✓		
Record Tax Deed/Certificate of Mailing	✓		
Copy of Deed for file and to Tax Collector	✓		

## Mylanda Johnson (COC)

---

**From:** Cassandra Strickland <cassandra.strickland@ecua.fl.gov>  
**Sent:** Thursday, January 16, 2025 12:06 PM  
**To:** Mylanda Johnson (COC)  
**Cc:** Emily Hogg (COC)  
**Subject:** [EXTERNAL]RE: 2022 TD 04122 / 4675 POINCIANA DR  
**Attachments:** 4675 Poinciana dr 1.pdf; 4675 Poinciana Dr.pdf

**WARNING!** This email originated from an outside network. **DO NOT CLICK** links or attachments unless you recognize the sender and know the content is safe.

Hello,

The balance and lien has been paid in full. I submitted a Satisfaction of Lien notice.

*Thank you,  
Cassandra Strickland*

**Cassandra Strickland | Customer Service Team Leader | Emerald Coast Utilities Authority |**  
P.O. Box 17089 | Pensacola, FL. 32522-7089 | Web: [www.ecua.fl.gov](http://www.ecua.fl.gov) |  
Phone: (850) 969-6582 | Fax: (850) 969-1759 |



**From:** Mylanda Johnson (COC) <MJOHNSON@escambiaclerk.com>  
**Sent:** Wednesday, January 15, 2025 4:20 PM  
**To:** Cassandra Strickland <cassandra.strickland@ecua.fl.gov>  
**Cc:** Emily Hogg (COC) <EHOGG@escambiaclerk.com>  
**Subject:** 2022 TD 04122 / 4675 POINCIANA DR

**\*\*WARNING: DO NOT CLICK links or attachments from unknown senders**

Can you please provide a payoff on this case? The property sold at Tax Deed auction, and we have surplus funds to disburse.

Recorded in Public Records 12/2/2019 1:44 PM OR Book 8207 Page 1856,  
Instrument #2019104952, Pam Childers Clerk of the Circuit Court Escambia  
County, FL Recording \$10.00

This Instrument Was Prepared  
By And Is To Be Returned To:  
**PROCESSING**  
Emerald Coast Utilities Authority  
9255 Sturdevant Street  
Pensacola, Florida 32514-0311

## NOTICE OF LIEN

### STATE OF FLORIDA COUNTY OF ESCAMBIA

Notice is hereby given that the EMERALD COAST UTILITES AUTHORITY  
following described real property situated in Escambia County, Florida  
and/or sanitation service provided to the following customer:

Legal Description  
LT 11 BLK E AVONDALE S/D PB 5 P 32 OR 6005 P 496

Customer: THOMAS R MURPHY

Account Number: 277167-72294

Amount of Lien: \$370.98, together with additional unpaid  
any, which may accrue subsequent to the date of this notice and si  
charges at 18 percent per annum, or at such lesser rate as may be allow

This lien is imposed in accordance with Section 159.17, Florida Statute  
of Florida, as amended and Emerald Coast Utilities Authority, Chapter 159



**Mylanda Johnson**  
Operations Supervisor  
850-595-4813  
[mjohnson@escambiaclerk.com](mailto:mjohnson@escambiaclerk.com)

Office of Pam Childers  
Escambia County Clerk of the Circuit Court  
& Comptroller  
221 S. Palafox Street, Suite 110, Pensacola, FL 32502  
[www.EscambiaClerk.com](http://www.EscambiaClerk.com)



*Under Florida law, written communication to or from the Escambia County Clerk's Office may be subject to public records disclosure.*

Florida has a very broad public records law. Under Florida law, both the content of emails and email addresses are public records. If you do not want the content of your email or your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in person.

This Instrument Was Prepared  
By And Is To Be Returned To:

Cassandra Strickland,  
Escambia County Utilities Authority  
9255 Sturdevant Street  
Pensacola, Florida 32514-0311



### **SATISFACTION OF LIEN**

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The EMERALD COAST UTILITIES AUTHORITY (whose mailing address is 9255 Sturdevant Street, Pensacola, FL 32514) hereby acknowledges full payment of certain utility service charges incurred by the following customer, Thomas R Murphy, in the amount of \$ 370.98 and in consideration for such payment cancels the Notice of Lien for these charges which is recorded in Official Record Book 8207 at Page 1856, of the public records of Escambia County, Florida.

Emerald Coast Utilities Authority

Sign: \_\_\_\_\_

Type/Printed: Cassandra Strickland

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 16th day of January 20 25 by Cassandra Strickland of the Emerald Coast Utilities Authority, who is personally known to me and who did not take an oath.

\_\_\_\_\_  
Notary Public – State of Florida

Account No.: 277167-72294

Address: 4675 POINCIANA DR  
PENSACOLA, FL 32526

This Instrument Was Prepared  
By And Is To Be Returned To:  
**PROCESSING**  
Emerald Coast Utilities Authority  
9255 Sturdevant Street  
Pensacola, Florida 32514-0311



## NOTICE OF LIEN

### STATE OF FLORIDA COUNTY OF ESCAMBIA

Notice is hereby given that the EMERALD COAST UTILITIES AUTHORITY has a lien against the following described real property situated in Escambia County, Florida, for water, wastewater and/or sanitation service provided to the following customer:

Legal Description  
LT 11 BLK E AVONDALE S/D PB 5 P 32 OR 6005 P 496

Customer: THOMAS R MURPHY

Account Number: 277167-72294

Amount of Lien: \$370.98, together with additional unpaid utility service charges, if any, which may accrue subsequent to the date of this notice and simple interest on unpaid charges at 18 percent per annum, or at such lesser rate as may be allowed by law.

This lien is imposed in accordance with Section 159.17, Florida Statutes, Chapter 92-248, Laws of Florida, as amended and Emerald Coast Utilities Authority Resolution 87-10, as amended, and this lien shall be prior to all other liens on such lands or premises except the lien of state, county, and municipal taxes and shall be on a parity with the lien of such state, county, and municipal taxes.

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, or if the interest of the above-named customer is foreclosed by a proceeding in which notice of lis pendens has been filed prior to the recording of this instrument, this lien shall be void and of no effect.

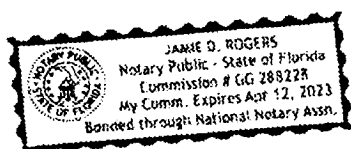
Dated: 11/21/19

EMERALD COAST UTILITIES AUTHORITY

BY: Carol Gardner

### STATE OF FLORIDA COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 21st day of NOVEMBER, 2019, by CAROL GARDNER of the Emerald Coast Utilities Authority, who is personally known to me and who did not take an oath.



Jamie D. Rogers  
Notary Public - State of Florida

RWK:js  
Revised 05/31/11

# CLAIM TO SURPLUS PROCEEDS OF A TAX DEED SALE

\*\*\*Claims must be filed within 120 days of the date of the surplus notice or they are barred.

Complete and return to: Escambia Clerk of the Circuit Court, Tax Deed Division,  
221 Palafox Place, Ste 110, Pensacola, Florida 32502

Tax Deed Account # 092194000 Certificate # 04122 of 20 22 Sale Date: 1/8/2025

Property Address: 4675 POINCIANA DR Pensacola FL 32526

Note: The Clerk of the Court must pay all valid liens before distributing surplus funds to a titleholder.

Claimant's Name: AAHS of Florida Trust

Contact Name, if Applicable: PO Box 149717 Orlando FL 32814

Address: 631 662-9774

Telephone Number: AAHSASSISTANT@gmail.com

Email Address: AAHSASSISTANT@gmail.com

I am a (check one): ☐ Lienholder ☐ Titleholder ☒ Other

Select ONE:

- ☒ I claim surplus proceeds resulting from the above tax deed sale.  
☐ I am NOT making a claim and waive any claim I might have to the surplus funds on this tax deed sale.

## 1. LIENHOLDER INFORMATION (Complete if claim is based on a lien against the sold property.)

Type of Lien: ☐ Mortgage; ☐ Court Judgment; ☐ Condo/HSA lien;  
☐ Government lien; ☐ Other

Describe other: \_\_\_\_\_

Recording Date: \_\_\_\_\_ Book #: \_\_\_\_\_ Page #: \_\_\_\_\_

Lien Amount: \_\_\_\_\_ Amount Due: \_\_\_\_\_

Recording Date: \_\_\_\_\_ Book #: \_\_\_\_\_ Page #: \_\_\_\_\_

Lien Amount: \_\_\_\_\_ Amount Due: \_\_\_\_\_

\*\*Include additional sheet if needed: ☐

## 2. TITLEHOLDER INFORMATION (Complete if claim is based on title formerly held on sold property.)

Nature of Title: ☐ Deed; ☐ Court Judgment; ☒ Other, explain below

Recording Date: \_\_\_\_\_ Book #: \_\_\_\_\_ Page #: \_\_\_\_\_  
Assignment of Interest - Thomas Murphy  
Assignment of Interest - Regina Murphy

Amount of surplus tax deed sale proceeds claimed: \$ 50,912.96

Does the titleholder claim the subject property was homestead property: ☒

## 3. I request payment of any surplus funds due to me be mailed to:

PO Box 149717 Orlando FL 32814

## 4. I hereby swear or affirm that all of the above information is true and correct.

Signature of Claimant: \_\_\_\_\_

Print: Anthony Priscianaro

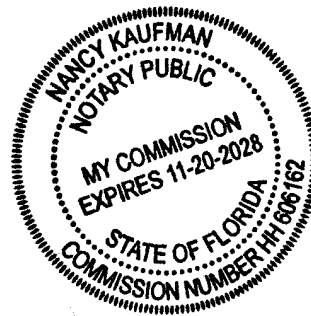
STATE OF Florida

COUNTY OF Seminole

The foregoing instrument was acknowledged before me by means of physical presence  
\_\_\_\_\_ online notarization, this 13 day of January 2025, by \_\_\_\_\_

Signature-Notary Public/State of Florida

Print Commissioned Name of Notary Public



Personally Known \_\_\_\_\_ OR Produced Identification ☒ Type of Identification Produced FLDL

**ASSIGNMENT OF INTEREST IN TAX DEED SURPLUS PROCEEDS**

COUNTY: Escambia\_ TAX DEED No: 04122 SALE DATE: 1/8/2025 SURPLUS: \$ 50,912.<sup>96</sup>

**THIS AGREEMENT**, made and entered into on this 1 day of January, 2025 between ,Regina Murphy, ("ASSIGNOR"), whose current address is 6115 Forest Pines Dr, Pensacola FL 32526 and AAHS of Florida Trust Dated September 19th 2022, ("ASSIGNEE"), whose address is PO Box 149717 Orlando FL 32814, for and in consideration of the sum of \$15.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby agree as follows:

Assignor acknowledges that he is the owner and or former owner named in the above styled tax deed case, and has not transferred, assigned, or otherwise given up any remainder interest in or to the proceeds / overage of said sale. Assignor has been informed by the assignee (AAHS of Florida Trust Dated September 19th 2022) that Surplus funds in the estimated amount of \$ 50,912.<sup>96</sup> may be due and owing to the assignor; and may be available for disbursement from the clerk of court, Escambia COUNTY, FLORIDA, as the result of the captioned Tax Deed Sale.

In executing this assignment agreement, Assignor has been informed by the assignee that:

2A. Assignee has the legal right to file a claim for the assignor's interest in the surplus/overage proceeds. Assignor grant, sells, and assigns, fully and non-revocable, to Assignee, AAHS of Florida Trust Dated September 19th, 2022, or assigns, all rights, title and interest in and to all such surplus/overage funds currently held by the registry of the court, as may be due from the above referenced case.

2B Assignor was given the time and had the right an ability to consult with Legal Counsel PRIOR to executing this agreement and was advised to seek their own attorney's advice and has chosen NOT to obtain Legal counsel.

2C Assignee is NOT an attorney nor has given ANY legal advice is NOT licensed to practice law. If any litigation is needed, a licensed attorney will be hired.

This is a legal binding contract /Agreement signed by both parties. This contract can be assigned by Assignee only.

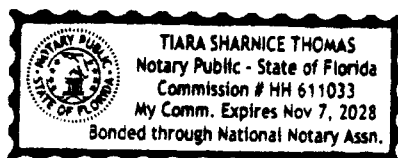
Assignor states that all information is true and correct under oath and under penalty of perjury

Regina Murphy  
Owner/Assignor: Regina Murphy

STATE OF FLORIDA  
COUNTY OF Escambia

THE FOREGOING instrument was acknowledged before me this 7 day of January  
2025, by Regina Murphy, who is personally known to me OR ☒  
who has produced FL DL as identification

STAMP



*Tiara Thomas*

January 9, 2025

**Name:** Regina Murphy  
**Address:** 4675 Ponciana St Pensacola, FL 32526, FL, 32526  
**Phone:** (850) 480-2368  
**Email:** Regina@noemail.com

**Re: Recovery of Unclaimed Funds (Florida)**

Hi : Regina

**AAHS of Florida Trust Dated September 19th 2022** (the "Company") is pleased to assist you with the recovery of unclaimed funds that potentially belong to you (the "Claim"). This engagement letter (the "Agreement") outlines the scope and terms of our services and your responsibilities.

1. **Services.** The Company agrees to provide the following services in connection with the Claim:
  - 1.1 Identification of Claim. We will perform the necessary research to identify the source and amount of your Claim.
  - 1.2 Recovery and Expenses. Company shall be responsible for **"all"** expenses and dedicate the labor required to recover your Claim on your behalf, including paying all legal expenses **whether or not the claim is recovered.**
2. **Your Responsibilities.** In connection with the recovery of the Claim, you agree to the following:
  - 2.1 Authorization. You authorize the Company to act as your exclusive agent for the recovery of the Claim.
  - 2.2 Paperwork. You agree to sign and return all documents required for recovery of the Claim to the Company promptly.
  - 2.3 Cooperation. By signing this agreement, you understand that Company has existing relationships with counsel within the state of your claim and you agree that these attorneys are authorized to represent you within the jurisdiction of the claim, should it be necessary. Additionally, if necessary, you will need to sign an agreement directly with Company's local counsel authorizing them to recover, receive and disburse your funds. As part of local Counsel's agreement with Company, Company agrees to pay all legal fees and costs. You agree to cooperate fully with all reasonable requests in the assistance of obtaining these funds on your behalf, whether the requests come from Company or Local Counsel. AAHS of Florida Trust Dated September 19th 2022, it's employees, Affiliates and all associates and Regina Murphy hereby consent to the recording of all and any communications.

**3. Costs and Fees.**

- 3.1 **Costs.** Company shall be responsible for "ALL" costs associated with the recovery of the Claim whether recovered or not.
- 3.2 **Success Fee.** Upon successful recovery of any funds relating to your Claim, you agree Company is entitled to 50% as our fee. This shall apply whether Company/Attorney receive the check or if Claim receive the check. The party receiving the check shall send the other party their portion of the Claim within five (5) business days of receiving the Claim check and the funds clearing their bank.
- 3.3 **Governing Law and Venue.** This Agreement is to be governed by and construed in accordance with the laws of the state of **Florida** applicable to contracts made and without regard to the conflicts of laws principles thereof. Upon breach of this agreement, attorney's fees and costs for bringing a breach of contract action shall be included in the request for damages as a result of said breach.

If the terms of this letter are acceptable to you, please acknowledge by signing below and returning to our attention at the address above.

Very Truly Yours,

**Mario Prisciandaro As Manager of AAHS of Florida Trust Dated September 19th 2022** Date: January 9, 2025

**Agreed to and Accepted By:**

Regina Murphy 1-9-25  
Seller: Regina Murphy, Date:



## ASSIGNMENT OF INTEREST IN TAX DEED SURPLUS PROCEEDS

COUNTY: Escambia TAX DEED No: 04122 SALE DATE: 1/8/2025 SURPLUS: \$ 50,912.96

**THIS AGREEMENT**, made and entered into on this 7 day of January, 2025 between ,Thomas R Murphy, ("ASSIGNOR"), whose current address is 4675 Ponciana St, Pensacola, FL 32526 and AAHS of Florida Trust Dated September 19th 2022, ("ASSIGNEE"), whose address is PO Box 149717 Orlando FL 32814, for and in consideration of the sum of \$15.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby agree as follows:

Assignor acknowledges that he is the owner and or former owner named in the above styled tax deed case, and has not transferred, assigned, or otherwise given up any remainder interest in or to the proceeds / overage of said sale. Assignor has been informed by the assignee (AAHS of Florida Trust Dated September 19th 2022) that Surplus funds in the estimated amount of \$ 50,912.96 may be due and owing to the assignor; and may be available for disbursement from the clerk of court, Escambia COUNTY, FLORIDA, as the result of the captioned Tax Deed Sale.

In executing this assignment agreement, Assignor has been informed by the assignee that:

2A. Assignee has the legal right to file a claim for the assignor's interest in the surplus/overage proceeds. Assignor grant, sells, and assigns, fully and non-revocable, to Assignee, AAHS of Florida Trust Dated September 19th, 2022, or assigns, all rights, title and interest in and to all such surplus/overage funds currently held by the registry of the court, as may be due from the above referenced case.

2B Assignor was given the time and had the right an ability to consult with Legal Counsel PRIOR to executing this agreement and was advised to seek their own attorney's advice and has chosen NOT to obtain Legal counsel.

2C Assignee is NOT an attorney nor has given ANY legal advice is NOT licensed to practice law. If any litigation is needed, a licensed attorney will be hired.

This is a legal binding contract /Agreement signed by both parties. This contract can be assigned by Assignee only.

Assignor states that all information is true and correct under oath and under penalty of perjury

*Thomas R. Murphy*

Owner/Assignor: Thomas R Murphy

STATE OF FLORIDA

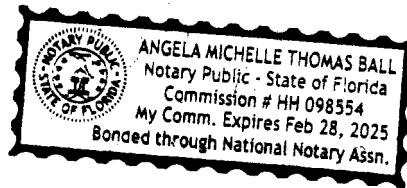
COUNTY OF Escambia

Florida Escambia

THE FOREGOING instrument was acknowledged before me this 7 day of January 2025, by Thomas R Murphy who is personally known to me OR ☒ who has produced FL DL & SSC as identification in physical presence.

STAMP

*Angela Michelle Thomas Ball*



January 7, 2025

**Name:** Thomas R Murphy  
**Address:** 4675 Ponciana St Pensacola, FL 32526, FL, 32526  
**Phone:** (850) 382-8359  
**Email:** ryanmurphyslayer@noemail.com

**Re: Recovery of Unclaimed Funds (Florida)**

Hi : Thomas R

**Escambia** (the "Company") is pleased to assist you with the recovery of unclaimed funds that potentially belong to you (the "Claim"). This engagement letter (the "Agreement") outlines the scope and terms of our services and your responsibilities.

1. **Services.** The Company agrees to provide the following services in connection with the Claim:
  - 1.1 Identification of Claim. We will perform the necessary research to identify the source and amount of your Claim.
  - 1.2 Recovery and Expenses. Company shall be responsible for **"all"** expenses and dedicate the labor required to recover your Claim on your behalf, including paying all legal expenses **whether or not the claim is recovered.**
2. **Your Responsibilities.** In connection with the recovery of the Claim, you agree to the following:
  - 2.1 Authorization. You authorize the Company to act as your exclusive agent for the recovery of the Claim.
  - 2.2 Paperwork. You agree to sign and return all documents required for recovery of the Claim to the Company promptly.
  - 2.3 Cooperation. By signing this agreement, you understand that Company has existing relationships with counsel within the state of your claim and you agree that these attorneys are authorized to represent you within the jurisdiction of the claim, should it be necessary. Additionally, if necessary, you will need to sign an agreement directly with Company's local counsel authorizing them to recover, receive and disburse your funds. As part of local Counsel's agreement with Company, Company agrees to pay all legal fees and costs. You agree to cooperate fully with all reasonable requests in the assistance of obtaining these funds on your behalf, whether the requests come from Company or Local Counsel. Escambia, it's employees, Affiliates and all associates and Thomas R Murphy hereby consent to the recording of all and any communications.

3. **Costs and Fees.**

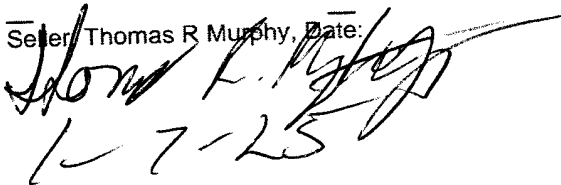
- 3.1 **Costs.** Company shall be responsible for "ALL" costs associated with the recovery of the Claim whether recovered or not.
- 3.2 **Success Fee.** Upon successful recovery of any funds relating to your Claim, you agree Company is entitled to 50% as our fee. This shall apply whether Company/Attorney receive the check or if Claim receive the check. The party receiving the check shall send the other party their portion of the Claim within five (5) business days of receiving the Claim check and the funds clearing their bank.
- 3.3 **Governing Law and Venue.** This Agreement is to be governed by and construed in accordance with the laws of the state of **Florida** applicable to contracts made and without regard to the conflicts of laws principles thereof. Upon breach of this agreement, attorney's fees and costs for bringing a breach of contract action shall be included in the request for damages as a result of said breach.

If the terms of this letter are acceptable to you, please acknowledge by signing below and returning to our attention at the address above.

Very Truly Yours,

Mario Prisciandaro As Manager of Escambia Date: January 7, 2025

Agreed to and Accepted By:

Seller Thomas R Murphy, Date:   
1-7-25

## Mylanda Johnson (COC)

---

**From:** Mylanda Johnson (COC)  
**Sent:** Monday, March 3, 2025 2:14 PM  
**To:** Nancy Kaufman  
**Cc:** Emily Hogg (COC)  
**Subject:** RE: [EXTERNAL]Tax deed #04122 (Thomas and Regina Murphy)

,Just an FYI – regarding the Tax Deed surplus claim for Regina and Thomas Murphy

We received a claim from PNC Bank, the mortgage holder, and a claim from OneMain Financial, a junior lienholder.

The mortgage company is claiming \$94,811.48.

Thanks,  
Mylanda



### Mylanda Johnson

Operations Supervisor  
850-595-4813  
[mjohnson@escambiaclerk.com](mailto:mjohnson@escambiaclerk.com)

Office of Pam Childers  
Escambia County Clerk of the Circuit Court  
& Comptroller  
221 S. Palafox Street, Suite 110, Pensacola, FL 32502  
[www.EscambiaClerk.com](http://www.EscambiaClerk.com)

*Under Florida law, written communication to or from the Escambia County Clerk's Office may be subject to public records disclosure.*

---

**From:** Nancy Kaufman <aahsassistant@gmail.com>  
**Sent:** Thursday, January 23, 2025 10:05 AM  
**To:** COC TaxDeeds <TaxDeeds@escambiaclerk.com>  
**Subject:** [EXTERNAL]Tax deed #04122

**WARNING!** This email originated from an outside network. **DO NOT CLICK** links or attachments unless you recognize the sender and know the content is safe.

Good morning,

Can you please confirm you received my claim from AAHS of Florida Trust?

Thank you,

Nancy Kaufman  
GM Assistant  
AAHS Real Estate  
[aahsassistant@gmail.com](mailto:aahsassistant@gmail.com)  
Direct: 631-662-9774  
Office: 407-990-1441

Confidential

This e-mail and any files transmitted with it are the property of Anthony or its affiliates, are confidential, and are intended solely for the use of the individual or entity to whom this e-mail is addressed. If you are not one of the named recipients or otherwise have reason to believe that you have received this e-mail in error, please notify the sender and delete this message immediately from your computer. Any other use, retention, dissemination, forwarding, printing or copying of this e-mail is strictly prohibited

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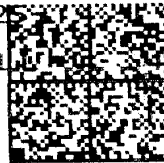
**Pam Childers**  
Clerk of the Circuit Court & Comptr  
Official Records  
221 Palafox Place, Suite 110  
Pensacola, FL 32502



9171 9690 0935 0128 2931 45

PENSACOLA FL 32502

15 JAN 2025 PM 1:17



quadiant

FIRST-CLASS MAIL

\$008.16<sup>0</sup>

01/16/2025 ZIP 32502  
043M31219251

US POSTAGE

**NOTICE OF SURPLUS FUNDS FROM TAX DEED**

PORTOFOLIO RECOVERY ASSOCIATES, LLC  
140 CORPORATE BLVD SUITE 100  
NORFOLK, VA 23502

Tax Deed File # 0125-05

325 NFE 1 B2310001/29/25  
FORWARD TIME EXP RTN TO SEND  
PORTFOLIO RECOVERY ASSOCIATES  
120 CORPORATE BLVD  
NORFOLK VA 23502-4952

RETURN TO SENDER

32502-4952  
23502-495240



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**Pam Childers**  
Clerk of the Circuit Court & Comptroller  
Official Records  
221 Palafox Place, Suite 110  
Pensacola, FL 32502



9171 9690 0935 0128 2932 06

PENSACOLA FL 325

16 JAN 2025 PM 1



quadrant

FIRST-CLASS MAIL  
IMI

**\$008.16<sup>0</sup>**

01/16/2025 ZIP 32502  
043M31219251

US POSTAGE

0125.05

*Handwritten:* LN/44 / 1-18-25

**NOTICE OF SURPLUS FUNDS FROM TAX DEED**

TOM MURPHY  
PO BOX 11960  
PENSACOLA, FL 32524-1960

Tax Deed File # 0125-05

32502-5833  
32524-196060

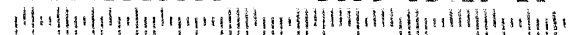
NIXIE

326 DE 1

0002/06/25

RETURN TO SENDER  
UNCLAIMED  
UNABLE TO FORWARD

BC: 32502583335 32638-01415-16-35





CONFIDENTIAL

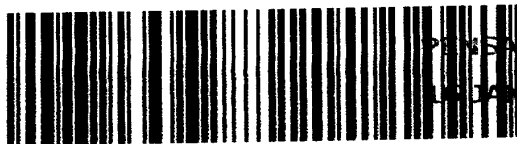
**Pam Childers**

Clerk of the Circuit Court & Comptroller

Official Records

221 Palafox Place, Suite 110

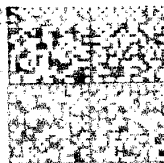
Pensacola, FL 32502



9171 9690 0935 0128 2931 52

PENSACOLA FL 325

JAN 20 2025 PM 1



quantities

1RS CLASS MAIL

\$008.18

US POSTAGE

BC 1/25

**NOTICE OF SURPLUS FUNDS FROM TAX DEED**

PRECISION RECOVERY ANALYTICS, INC.  
101 GATEWAY CENTRE PARKWAY  
RICHMOND, VA 23235

Tax Deed File # 0125-05

29295-51  
32902-5833

11/17/24

10:31 PM

9902-96-025

NOT POSTAGE NECESSARY  
IF MAILED IN THE UNITED STATES  
UNABLE TO FORWARD

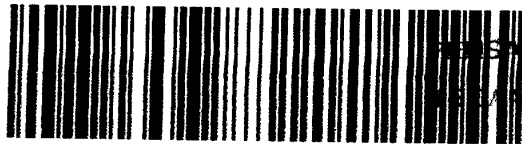
NO:

32102369355

12036-00706-10-30



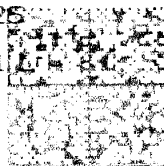
**Pam Childers**  
Clerk of the Circuit Court & Comptr  
Official Records  
221 Palafox Place, Suite 110  
Pensacola, FL 32502



9171 9690 0935 0128 2931 90

PENSACOLA FL 325

MAY 2025 PM 1



POSTAGE  
\$008 16-

POSTAGE

**NOTICE OF SURPLUS FUNDS FROM TAX DEED SALE**

DM MURPHY  
9 AIRPORT BLVD  
NSACOLA, FL 32503

NIXIE

326 DE 1

0002/06/25

RETURN TO SENDER  
UNCLAIMED  
UNABLE TO FORWARD

Deed File # 0125-05

EC: 32502583335

\*1991-07908-06-39

325025833  
32503-777079



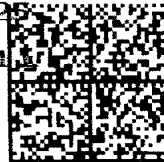
**Pam Childers**  
Clerk of the Circuit Court & Comptrol  
Official Records  
221 Palafox Place, Suite 110  
Pensacola, FL 32502



9171 9690 0935 0128 2931 76

PENSACOLA FL 325

18 JAN 2025 PM 1



quadiant

FIRST-CLASS MAIL  
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**\$008.16<sup>0</sup>**

01/16/2025 ZIP 32502  
043M31219251

US POSTAGE

**NOTICE OF SURPLUS FUNDS FROM TAX DEED**

THOMAS MURPHY JR  
10141 ISAACS LN  
PENSACOLA, FL 32526-4516

IE

326 DE 1

0002/16/25

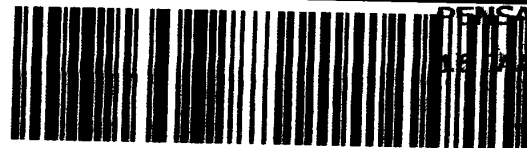
RETURN TO SENDER  
UNCLAIMED  
UNABLE TO FORWARD

BC: 32502583335 \*2638-01301-16-35

32526-45164

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**Pam Childers**  
Clerk of the Circuit Court & Comptroller  
Official Records  
221 Palafox Place, Suite 110  
Pensacola, FL 32502



9171 9690 0935 0128 2931 83

PENSACOLA FL 325

16 JAN 2025 PM 1:45



quadiant

FIRST-CLASS MAIL  
IMI

**\$008.16<sup>0</sup>**

01/16/2025 ZIP 32502  
043M31219251

US POSTAGE

**NOTICE OF SURPLUS FUNDS FROM TAX DEED**

THOMAS R MURPHY  
175 POINCIANA DR  
PENSACOLA, FL 32526

Deed ~~012-012-012-012-012-012~~

ENC

~~32526-263475~~

*Handwritten signature: MC 1/18*

NIXIE

326 DE 1

0002/16/25

RETURN TO SENDER  
UNCLAIMED  
UNABLE TO FORWARD

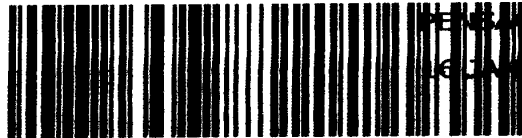
BC: 32502583335

\*2638-01403-10-35



**CERTIFIED MAIL™**

**Pam Childers**  
Clerk of the Circuit Court & Comptroller  
Official Records  
221 Palafox Place, Suite 110  
Pensacola, FL 32502



PENSACOLA FL 325

JAN 16 2025 PM 1

9171 9690 0935 0128 2931 69



quadiant

FIRST-CLASS MAIL  
IMI

**\$008.16<sup>0</sup>**

01/16/2025 ZIP 32502  
043M31219251

US POSTAGE

**NOTICE OF SURPLUS FUNDS FROM TAX DEED**

REGINA SUE MURPHY  
4675 POINCIANA DR  
PENSACOLA, FL 32526

Handwritten: *NC 1/18*

E

326 DE 1

0002/16/25

RETURN TO SENDER  
UNCLAIMED  
UNABLE TO FORWARD

UNC

BC: 32502583335 \*2038-08099-16-46

32526-20347L

**CLAIM TO SURPLUS PROCEEDS OF A TAX DEED SALE**

\*\*\*Claims must be filed within 120 days of the date of the surplus notice or they are barred.

Complete and return to: Escambia Clerk of the Circuit Court, Tax Deed Division,  
221 Palafox Place, Ste 110, Pensacola, Florida 32502

Tax Deed Account # 092194000 Certificate # 04122 of 2022 Sale Date: Jan 8, 2025

Property Address: 4675 Poinciana Dr. Pensacola, FL 32526

Note: The Clerk of the Court must pay all valid liens before distributing surplus funds to a titleholder.

Claimant's Name: OneMain Financial Group, LLC

Contact Name, if Applicable: c/o Rolfe and Lobello, P.A.

Address: P.O. Box 4400, Jacksonville, FL 32201

Telephone Number: (904) 358-1666

Email Address: mail@rolfe.law.com; ar@rolfe.law.com

I am a (check one): ☒ Lienholder ☐ Titleholder ☐ Other

Select ONE:

- ☒ I claim surplus proceeds resulting from the above tax deed sale.  
☐ I am NOT making a claim and waive any claim I might have to the surplus funds on this tax deed sale.

1. **LIENHOLDER INFORMATION** (Complete if claim is based on a lien against the sold property.)

Type of Lien: ☐ Mortgage; ☒ Court Judgment; ☐ Condo/HSA lien;  
☐ Government lien; ☐ Other

Describe other: FINAL JUDGMENT

Recording Date: 5/18/22 Book #: 8787 Page #: 555

Lien Amount: 9,035.65 Amount Due: 8,725.65

Recording Date: \_\_\_\_\_ Book #: \_\_\_\_\_ Page #: \_\_\_\_\_

Lien Amount: \_\_\_\_\_ Amount Due: \_\_\_\_\_

\*\*Include additional sheet if needed: ☐

2. **TITLEHOLDER INFORMATION** (Complete if claim is based on title formerly held on sold property.)

Nature of Title: ☐ Deed; ☐ Court Judgment; ☐ Other, explain below

Recording Date: \_\_\_\_\_ Book #: \_\_\_\_\_ Page #: \_\_\_\_\_

Amount of surplus tax deed sale proceeds claimed: \$ \_\_\_\_\_

Does the titleholder claim the subject property was homestead property: \_\_\_\_\_

3. I request payment of any surplus funds due to me be mailed to:

Rolfe and Lobello, P.A., P.O. Box 4400, Jacksonville, FL 32201

4. I hereby swear or affirm that all of the above information is true and correct.

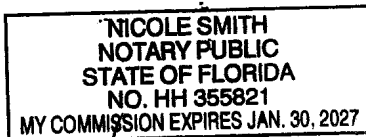
Signature of Claimant: Amanda Rolfe

Print: Amanda Rolfe

STATE OF FLORIDA

COUNTY OF DADE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or  
\_\_\_\_\_ online notarization, this 20th day of February, 2025, by Amanda C. Rolfe.



Nicole Smith  
Signature-Notary Public, State of Florida  
Nicole Smith  
Print Commissioned Name of Notary Public

Personally Known ☒ OR Produced Identification \_\_\_\_\_ Type of Identification Produced \_\_\_\_\_

FILED  
CLERK OF CIRCUIT COURT  
2025 MAR -3 A 10:27  
ESCAMBIA COUNTY, FL.

Recorded in Public Records 11/3/2022 2:20 PM OR Book 8884 Page 1388,  
Instrument #2022107920, Pam Childers Clerk of the Circuit Court Escambia  
County, FL Recording \$27.00

Recorded in Public Records 5/18/2022 10:04 AM OR Book 8787 Page 555,  
Instrument #2022051310, Pam Childers Clerk of the Circuit Court Escambia  
County, FL

Filing # 149646489 E-Filed 05/16/2022 01:03:59 PM

**IN THE COUNTY COURT  
IN AND FOR ESCAMBIA COUNTY, FLORIDA**

**ONEMAIN FINANCIAL GROUP, LLC,**  
a limited liability corporation  
601 NW 2<sup>nd</sup> Street  
Evansville, IN 47708

Plaintiff,  
vs.

**CASE NO.: 2021 SC 003389**

**THOMAS R. MURPHY**  
a/k/a THOMAS MURPHY and  
**AARON C. FISH**  
a/k/a AARON FISH  
4675 FOINCIANA DR  
PENSACOLA FL 32526

Defendants.

**FINAL JUDGMENT**

At a Small Claims Pretrial Conference on September 10, 2021, the parties entered into a court ordered payment plan. The plaintiff notified the court that the defendant failed to pay as agreed. As a result, the plaintiff is entitled to a Final Judgment and it is,

**ORDERED AND ADJUDGED** that the Plaintiff, **ONEMAIN FINANCIAL GROUP, LLC**, a limited liability corporation shall recover from the Defendants, **THOMAS R. MURPHY a/k/a THOMAS MURPHY**, and **AARON C. FISH a/k/a AARON FISH**, a total of **\$9,035.65**, which shall not accrue post-judgment interest, for all of which let execution issue.

**FURTHER ORDERED** that the defendant shall complete the attached Fact Information Sheet and return it with all required documents to the plaintiff's attorney Rolfe & Lobello, P.A., P.O. Box 4400, Jacksonville, Florida 32201, within 45 days of the date of this Judgment unless the Judgment has been paid in full or a notice of appeal has been filed. **THIS IS MANDATORY.** Failure to comply may result in contempt of court with a fine of up to \$500.00/day and/or incarceration of up to 180 days in the county jail.

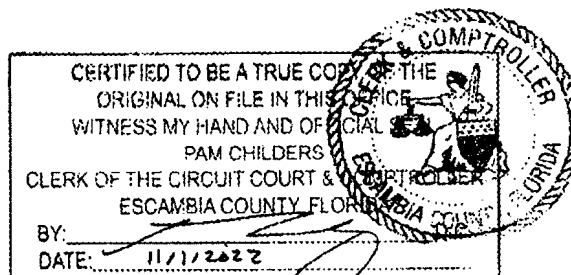
**DONE AND ORDERED** in chambers, Pensacola, Escambia County, Florida.

cc:  
Attorney for Plaintiff

Defendant

-20210937.001

  
JUDGE PAT KINSEY  
on 05/14/2022 14:48:47 CA2-C



BK: 8884 PG: 1389

PK: 8787 PG: 556

IN THE COUNTY COURT, FIRST  
JUDICIAL CIRCUIT, IN AND FOR  
ESCAMBIA COUNTY, FLORIDA

UCN:  
CASE NO.: 2021 SC 003388  
DIVISION:

ONEMAIN FINANCIAL GROUP, LLC, a limited liability  
corporation  
Plaintiff,

vs.

THOMAS R. MURPHY a/k/a THOMAS MURPHY and AARON C. FISH  
a/k/a AARON FISH,  
Defendants.

**FACT INFORMATION SHEET**

Date: \_\_\_\_\_  
Full Legal Name: \_\_\_\_\_  
Nicknames or Aliases: \_\_\_\_\_  
Residence Address: \_\_\_\_\_  
Mailing Address if different: \_\_\_\_\_  
Telephone Numbers: (Home) \_\_\_\_\_ Business: \_\_\_\_\_  
Name of Employer: \_\_\_\_\_  
Address of Employer: \_\_\_\_\_  
Position or Job Description: \_\_\_\_\_  
Rate of Pay: \$ \_\_\_\_\_ per \_\_\_\_\_ Average Paycheck: \$ \_\_\_\_\_ per \_\_\_\_\_ Average Commissions  
or Bonuses: \$ \_\_\_\_\_ per \_\_\_\_\_  
Commissions or bonuses are based on \_\_\_\_\_  
Other Personal Income: \$ \_\_\_\_\_ from \_\_\_\_\_ (Explain details on back of this sheet or an additional  
sheet if necessary).  
Social Security Number: \_\_\_\_\_ Birth Date (DOB): \_\_\_\_\_  
Driver's License Number: \_\_\_\_\_  
Marital Status: \_\_\_\_\_  
Spouse's Name: \_\_\_\_\_  
Spouse's Address (if different): \_\_\_\_\_  
Spouse's Social Security Number: \_\_\_\_\_ Birth Date (DOB): \_\_\_\_\_  
Spouse's Employer: \_\_\_\_\_  
Spouse's Average Paycheck or Income: \$ \_\_\_\_\_ per \_\_\_\_\_  
Other Family Income: \$ \_\_\_\_\_ per \_\_\_\_\_ (Explain details on back of this sheet or an additional sheet if  
necessary).  
Names and Ages of ALL your Children (and addresses if not living with you): \_\_\_\_\_  
Child Support or Alimony Paid/Received (circle one): \$ \_\_\_\_\_ per \_\_\_\_\_  
Names of Others you Live With: \_\_\_\_\_  
Who is Head of your Household?: \_\_\_\_\_ You \_\_\_\_\_ Spouse \_\_\_\_\_ Other (Explain)  
Checking Account at: \_\_\_\_\_  
Account Number: \_\_\_\_\_  
Savings Account at: \_\_\_\_\_  
Account Number: \_\_\_\_\_  
(Describe all other accounts or investments you may have, including, stocks, mutual funds, savings bonds, or annuities, on the  
back of this sheet or an additional sheet if necessary.)

POST OFFICE BOX 4400 JACKSONVILLE, FL 32201-4400  
(904) 358-1666 OFFICE (904) 677-5836 FAX



BK: 8884 PG: 1390 Last Page

BK: 8787 PG: 557 Last Page

**For Real Estate (Land) You Own or Are Buying:**

Address: \_\_\_\_\_

All Names on Title: \_\_\_\_\_

Mortgage Owed to: \_\_\_\_\_

Balance Owed: \_\_\_\_\_

Monthly Payment: \$ \_\_\_\_\_

(Attach a copy of the deed or mortgage, or list the legal description of the property on the back of this sheet or an additional sheet if necessary. Also provide the same information on any other property you own or are buying.)

**For All Motor Vehicles You Own or Are Buying: Year/Make/Model: \_\_\_\_\_**

Vehicle ID Number: \_\_\_\_\_ Tag Number: \_\_\_\_\_

Mileage: \_\_\_\_\_

Names on Title: \_\_\_\_\_

Vehicles Continued

Present Value: \_\_\_\_\_ Loan Owed to: \_\_\_\_\_

Balance on Loan: \$ \_\_\_\_\_ Monthly payment: \$ \_\_\_\_\_

(List all other automobiles, as well as other vehicles, such as boats, motorcycles, bicycles, or aircraft, on the back of this sheet or an additional sheet if necessary.)

Have you given, sold, loaned, or transferred any real or personal property worth more than \$100 to any person in the last year? If your answer is "yes" describe the property and sale price, and give the name and address of the person who received the property.

Does anyone owe you money? \_\_\_\_\_ Amount owed: \$ \_\_\_\_\_

Name and Address of Person Owning Money: \_\_\_\_\_

Reason money is owed: \_\_\_\_\_

Please attach copies of the following:

- a. Your last pay stub.
- a. Your last 3 statements for each bank, savings, credit union, or other financial account.
- b. Your motor vehicle registrations and titles.
- c. Any deeds or titles to any real or personal property you own or are buying, or leases to property you are renting.

**UNDER PENALTY OF PERJURY, I SWEAR OR AFFIRM THAT THE FOREGOING ANSWERS ARE TRUE AND COMPLETE.****THOMAS R. MURPHY a/k/a THOMAS MURPHY****AARON C. FISH a/k/a AARON FISH**

I HEREBY CERTIFY that a copy hereof has been furnished, by U.S. Mail, to Rolfe &amp; Lobello, P.A., Post Office Box 4400, Jacksonville, Florida 32201-4400, this \_\_\_\_\_ day of \_\_\_\_\_.

-20210957.001

POST OFFICE BOX 4400 JACKSONVILLE, FL 32201-4400  
(904) 358-1666 OFFICE (904) 677-5836 FAX

# LOAN AGREEMENT AND DISCLOSURE STATEMENT

OneMain Financial.

DATE 02/04/19	ACCOUNT NUMBER	TYPE OF LOAN (Alpha) 800	DATE FINANCE CHARGE BEGINS TO ACCRUE 02/04/19
LENDER/SECURED PARTY NAME AND ADDRESS ("Lender")		BORROWER(S) NAME AND ADDRESS ("I", "We")	
ONEMAIN FINANCIAL GROUP, LLC 6235 N DAVIS HWY STE 103 PENSACOLA, FL 32504-6974		THOMAS R MURPHY AARON C FISH 4675 SCINCIANA DR PENSACOLA, FL 32526	
850-484-3508			

I have carefully read this entire Loan Agreement And Disclosure Statement and all related documents which include the Optional Products Disclosure Summary, Truth In Lending Insurance Disclosure and, if applicable, Personal Property Appraisal Form and GAP Waiver Addendum, all of which collectively constitute the "Agreement." This Loan Agreement and Disclosure Statement is divided into four sections: A. Truth In Lending Disclosures; B. Loan Terms And Conditions; C. Arbitration Agreement And Waiver Of Jury Trial and D. Entire Agreement/Notices/Signature. If I had any questions, I asked them before I signed these documents. By signing, I indicate my agreement to the statements, promises, terms, and conditions contained in the Agreement.

## A. TRUTH IN LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS
The cost of my credit as a yearly rate. <b>25.05%</b>	The dollar amount the credit will cost me. <b>\$ 6087.22</b>	The amount of credit provided to me or on my behalf. <b>\$ 7913.31</b>	The amount I will have paid after I have made all payments as scheduled. <b>\$ 14000.53</b>

My Payment Schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due
1	\$ 281.26	05/13/19
59	\$ 232.53	Monthly beginning 04/13/19

LATE CHARGE: ☐ If any payment is not paid in full within \_\_\_\_\_ days after its due date, I will be charged \_\_\_\_\_ % of the \_\_\_\_\_ amount of the payment, but not more than \$ \_\_\_\_\_ or less than \$ \_\_\_\_\_.

☒ If any payment is not paid in full within 10 days after its due date, I will be charged \$ 15.00 if the entire scheduled payment exceeds \$ 0 or \$N/A if the entire scheduled payment is \$ 0 or less.

PREPAYMENT: If I pay off early: ☐ I may ☒ I will not have to pay a penalty for prepaying all or part of a loan's principal balance.  
☐ I may ☒ I will not get a refund or credit of part of the finance charge for a prepayment in full. I will not receive a refund or credit for a partial prepayment.

SECURITY: I am giving Lender a security interest in: ☒ Unsecured ☐ Motor Vehicles ☐ Other Collateral

Year	Make	Model	Vehicle Identification No.

See the remainder of this Agreement for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties, if any.

## ITEMIZATION OF AMOUNT FINANCED

Amounts paid to others on my behalf		
1. \$ 685.31	Joint Life Premium	Paid To LIFE INSURANCE COMPANY *
2. \$ 28.00	Documentary Stamp Tax	Paid To GOVERNMENT AGENCY
3. \$NONE		Paid To
4. \$NONE		Paid To
5. \$NONE		Paid To
6. \$NONE		Paid To
7. \$NONE		Paid To
8. \$NONE		Paid To
9. \$NONE		Paid To
10. \$NONE		Paid To
11. \$	Paid To	
12. \$	Paid To	
13. \$	Paid To	
14. \$	Paid To	
15. \$	Paid To	
16. \$	Paid To	
17. \$	Paid To	
18. \$	Paid To	
19. \$	Paid To	
20. \$	Paid To	
21. \$ 3062.96	Amount Paid on Prior Account with Lender	
Amounts Paid to me		
22. \$ 4137.04	Paid To THOMAS R. MURPHY AND AARON C. FISH	
23. \$	Paid To	
24. \$	Paid To	
25. \$	Paid To	
26. \$	Paid To	
27. \$	Paid To	
\$ 7913.31	Amount Financed (Sum of lines 1 - 27)	
\$ 25.00	Prepaid Finance Charges (itemized below)	
PREPAID FINANCE CHARGES		
1. \$ 25.00	Credit Investigation Fee	Paid To LENDER
2. \$NONE		Paid To
3. \$NONE		Paid To
4. \$NONE		Paid To
5. \$NONE		Paid To
6. \$NONE		Paid To
7. \$NONE		Paid To
8. \$NONE		Paid To

\* Lender may retain a portion of these amounts.

THIS AGREEMENT IS SUBJECT TO THE FEDERAL ARBITRATION ACT.

By signing below, I acknowledge receipt of a copy of this Federal Disclosure Statement.

SIGNED by THOMAS MURPHY  
on 2019-02-04 13:17:49 CST

Borrower

SIGNED by AARON FISH  
on 2019-02-04 11:27:21 CST

Co-Borrower

SEE ADDITIONAL PAGES FOR IMPORTANT INFORMATION



UXAAA1 (11-04-18) C.E. Agreement



**Pam Childers**

**Clerk of the Circuit Court and Comptroller, Escambia County**

Clerk of Courts • County Comptroller • Clerk of the Board of County Commissioners • Recorder •

**NOTICE OF SURPLUS FUNDS FROM TAX DEED SALE CLERK OF THE CIRCUIT COURT**

ONEMAIN FINANCIAL GROUP LLC  
601 NW 2 N ST.  
EVANSVILLE, IN 47708

Tax Deed File # 0125-05  
Certificate # 04122 of 2022  
Account # 092194000

Property legal description:

**LT 11 BLK E AVONDALE S/D PB 5 P 32 OR 6005 P 496**

Pursuant to Chapter 197, F.S., the above property was sold at public sale on **January 8, 2025**, and a surplus of **\$50,912.96** (subject to change) will be held by this office for 120 days beginning on the date of this notice to benefit the persons having an interest in this property as described in section 197.502(4), Florida Statutes, as their interests may appear (except for those persons described in section 197.502(4)(h), Florida Statutes). To the extent possible, these funds will be used to satisfy any government lienholder of record before any claimant with a senior mortgage on the property and before distribution of any funds to any junior mortgage or lien claimant or to the former property owner. To be considered for payment of any portion of the surplus funds, you must file a notarized statement of claim with this office within 120 days of this notice.

If you are a lienholder, your claim must include the particulars of your lien and the amounts currently due.

**THE FAILURE OF A LIENHOLDER TO FILE A CLAIM FOR SURPLUS FUNDS WITHIN 120 DAYS OF THIS NOTICE CONSTITUTES A WAIVER OF THE LIENHOLDER'S INTEREST IN THE SURPLUS FUNDS AND ALL CLAIMS THERETO ARE FOREVER BARRED.**

If your claim has been satisfied, released, or you are waiving your claim, please check the "No claim will be filed" box on the enclosed claim form and return it to our office so that any other liens can be considered.

Dated this 16th day of January 2025.



**ESCAMBIA COUNTY CLERK OF COURT**

By:   
Deputy Clerk

**Tax Deeds • 221 Palafox Place • Suite 110 • Pensacola, FL 32502 • (850) 595-3793**

**9171 9690 0935 0128 2931 38**

## Mylanda Johnson (COC)

---

**From:** Mylanda Johnson (COC)  
**Sent:** Tuesday, March 4, 2025 11:26 AM  
**To:** mail@rolfelaw.com  
**Cc:** ar@rolfelaw.com; Emily Hogg (COC)  
**Subject:** RE: Tax Deed surplus claim / 2022 TD 04122 / One Main Financial vs. Thomas R. Murphy

Good morning,

We received a claim from the mortgage company, PNC Bank FKA Compass Bank, in the amount of \$94,811.48. The mortgage company is the senior lienholder of record.

Thanks,  
Mylanda



**Mylanda Johnson**  
Operations Supervisor  
850-595-4813  
[mjohnson@escambiaclerk.com](mailto:mjohnson@escambiaclerk.com)

**Office of Pam Childers**  
**Escambia County Clerk of the Circuit Court  
& Comptroller**  
221 S. Palafox Street, Suite 110, Pensacola, FL 32502  
[www.EscambiaClerk.com](http://www.EscambiaClerk.com)

*Under Florida law, written communication to or from the Escambia County Clerk's Office  
may be subject to public records disclosure.*

---

**From:** Mylanda Johnson (COC)  
**Sent:** Monday, March 3, 2025 12:12 PM  
**To:** mail@rolfelaw.com  
**Cc:** ar@rolfelaw.com; Emily Hogg (COC) <EHOGG@escambiaclerk.com>  
**Subject:** Tax Deed surplus claim / 2022 TD 04122 / One Main Financial vs. Thomas R. Murphy

Good morning,

We received your claim for the Tax Deed surplus funds related to the sale of property at 4675 Poinciana Dr. The 120-day claim period for other possible lienholders to file a claim is 5/21/2025, nothing will be disbursed prior to that date.

I will let you know if we need anything else from you.  
Have a great day.

Mylanda



**Mylanda Johnson**

Operations Supervisor

850-595-4813

[mjohnson@escambiaclerk.com](mailto:mjohnson@escambiaclerk.com)

**Office of Pam Childers**

**Escambia County Clerk of the Circuit Court**

**& Comptroller**

221 S. Palafox Street, Suite 110, Pensacola, FL 32502

[www.EscambiaClerk.com](http://www.EscambiaClerk.com)

*Under Florida law, written communication to or from the Escambia County Clerk's Office  
may be subject to public records disclosure.*



January 27, 2025

To: Escambia Clerk of the Circuit Court  
ATTN: Tax Deed Division  
221 Palafox Place, Suite 110  
Pensacola, Florida 3252  
(850) 595-3793

RE: CLAIM OF PNC BANK, NATIONAL ASSOCIATION, AS SUCCESSOR IN INTEREST TO  
COMPASS BANK ("CLAIMANT")

OUR FILE NUMBER:	PN-C2884
Tax Deed No:	<u>092194000</u>
Date of Sale:	<u>01/08/2025</u>
Certificate No:	4122 of 2022

Dear Clerk:

We represent PNC Bank and are submitting a claim for the excess proceeds from the Tax Deed sale. Please note that PNC Bank holds an unsatisfied mortgage on the property and, as such, is entitled to the proceeds.

Please send the payment to the following address, referencing 4675 Poinciana Drive:

Payment Processing  
PNC Bank, N.A.  
3232 Newmark Drive  
Miamisburg, OH 45342

Should you require further information, please feel free to contact me at (703) 722-6109, ext. 101.

Thank you for your attention to this matter.

Sincerely,  
  
Mark Harrington  
Principal/Senior Asset Recovery Specialist

/Enclosure: Notarized Affidavit of Claim to Surplus Proceeds of a Tax Deed Sale  
Screen Shot of amount due and owing/payoff  
FDIC Overview  
W-9, ID  
Note  
Mortgage  
Tax Deed

**Foreclosure Document Attestation Execution Coversheet**

Loan Number

Borrower's Name:

REF ID:

Title of Document:

Attorney's Name

State

7500958561THOMAS MURPHYNOPMREFIDCLAIM TO SURPLUS PROCEEDSOF A TAX DEED SALECENTURY INVESTMENTGROUPFL**I have review the attached document and verify that:**

- The Document is in the current format required by PNC Bank
- I understand the document, the function it is meant to serve and why it must be executed
- The names of all parties in the document are correct
- That any facts included regarding loan origination or original loans documents are true and correct
- That any facts regarding the secured property are true and correct
- That any fact included regarding payments are true and correct
- That any included amounts due for Principal, Interest, Taxes, Insurances, and any other fees are True, Correct and Proper
- That any other factual assertions included in the document are true and correct

**I have verified all factual information in the document, and have found no discrepancies between that information and the information in the Business Records or the exhibits or attachments to the document. I have completed the above Checklist and know of no other reason why the document cannot be signed in accordance with the Procedures and the Instructions.**

Attestor Name Print

Attestor Signature

Date

Aimee D. Sumitra1/23/2025

**CLAIM TO SURPLUS PROCEEDS OF A TAX DEED SALE**

**\*\*\*Claims must be filed within 120 days of the date of the surplus notice or they are barred.**

Complete and return to: Escambia Clerk of the Circuit Court, Tax Deed Division,  
221 Palafox Place, Ste 110, Pensacola, Florida 32502

Tax Deed Account # 092194000 Certificate # 4122 of 20 22 Sale Date: 1/8/25

Property Address: 4675 Poinciana Dr., Pensacola, FL 3252

**Note: The Clerk of the Court must pay all valid liens before distributing surplus funds to a titleholder.**

Claimant's Name: PNC Bank, National Association

Contact Name, if Applicable: Aimee D. Sumitra, Authorized Signer

Address: 6750 Miller Rd., Brecksville, Ohio 44141

Telephone Number: 1-937-910-1200

Email Address: PNCMortgageDocumentAttestation@pnc.com

I am a (check one): ☒ Lienholder ☐ Titleholder ☐ Other

Select ONE:

- ☒ I claim surplus proceeds resulting from the above tax deed sale.  
☐ I am NOT making a claim and waive any claim I might have to the surplus funds on this tax deed sale.

**1. LIENHOLDER INFORMATION (Complete if claim is based on a lien against the sold property.)**

Type of Lien: ☒ Mortgage; ☐ Court Judgment; ☐ Condo/HSA lien;

☐ Government lien; ☐ Other

Describe other: \_\_\_\_\_

Recording Date: 10/04/2006 Book #: 6005 Page #: 503

Lien Amount: \$100,395.00 Amount Due: \$94,811.48

Recording Date: \_\_\_\_\_ Book #: \_\_\_\_\_ Page #: \_\_\_\_\_

Lien Amount: \_\_\_\_\_ Amount Due: \_\_\_\_\_

**\*\*Include additional sheet if needed: ☐**

**2. TITLEHOLDER INFORMATION (Complete if claim is based on title formerly held on sold property.)**

Nature of Title: ☐ Deed; ☐ Court Judgment; ☐ Other, explain below

Recording Date: \_\_\_\_\_ Book #: \_\_\_\_\_ Page #: \_\_\_\_\_

Amount of surplus tax deed sale proceeds claimed: \$ \_\_\_\_\_

Does the titleholder claim the subject property was homestead property: \_\_\_\_\_

3. I request payment of any surplus funds due to me be mailed to:

4. **I hereby swear or affirm that all of the above information is true and correct.**

Signature of Claimant: \_\_\_\_\_

Print: Aimee D. Sumitra, Authorized Signer for PNC Bank, National Association

STATE OF Ohio

COUNTY OF Cuyahoga

The foregoing instrument was acknowledged before me by means of X physical presence or  
\_\_\_\_\_ online notarization, this 23 day of January, 2025, by Aimee D. Sumitra

Signature-Notary Public, State of Florida

Print Katherine Mary Oravec  
Print Commissioned Name of Notary Public

Personally Known X OR Produced Identification \_\_\_\_\_ Type of Identification Produced \_\_\_\_\_





# MSP Explorer - Payoff Calculation Totals (PAY4/PG1)

433 - PNC MORTGAGE, A DIVISION OF PNC BANK, NATIONAL ASSOCIATION

Loan Number: 8561

Borrower Name: MURPHY, THOMAS

8561 AS-OF 01/08/25 PAYOFF CALCULATION TOTALS 01/16/25 10:43:06  
NAME T MURPHY CONTACT NAME THOMAS MURPHY

		RATE CHANGES		
		INT FROM	RATE	AMOUNT
PRINCIPAL BALANCE	94,801.48			
INTEREST 01/08/25	.00	12/27/10	0.00000	.00
PRO RATA MIP/FMI	.00	01/08/25		
ESCROW ADVANCE	.00			
ESCROW BALANCE	.00			
SUSPENSE BALANCE	.00			
HUD BALANCE	.00			
REPLACEMENT RESERVE	.00			
RESTRICTED ESCROW	.00			
TOTAL-FEES	10.00			
ACCUM LATE CHARGES	.00			
ACCUM NSF CHARGES	.00			
OTHER FEES DUE	.00			
PENALTY INTEREST	.00			
FLAT/OTHER PENALTY FEE	.00			
CR LIFE/ORIG FEE RBATE	.00			
RECOVERABLE BALANCE	.00			
		TOTAL INTEREST		.00
		TOTAL TO PAYOFF		94,811.48
		NUMBER OF COPIES: 1	PRESS PF1 TO PRINT	
		TOTAL PAGE 2		.00

## COMPASS BANK-CO

PNC Bank, National Association  
Cert - 6384FDIC Insured  
Since 01/01/1934  
[Click to View Succeeding Institution](#)

## Institution Details

Institution Closed  
Merged or acquired on 04/04/2000  
without government assistanceFDIC Cert #  
24899Established  
11/23/1983Bank Charter Class  
Federal Savings BankPrimary Federal Regulator  
Office of Thrift SupervisionMain Office Address  
8100 East Arapahoe Road  
Englewood, CO 80112Financial Information  
[Create financial reports for this institution](#)Consumer Assistance  
[HelpWithMyBank.gov](#)Contact the FDIC  
[Questions about Bank Information](#)

Data as of 01/24/2025

See the succeeding institution for more information.

Get additional detailed information by selecting from the following:

Locations

History

Institution Profile

Other Names

## 13 Historical Events

Results  
25

Page #

Go

Date*	Description of Event	View Details
11/23/1983	Institution established. Original name: National Bank of Arapahoe (24899).	<a href="#">i</a>
08/20/1984	Changed Institution Name to Mega Bank of Arapahoe, National Association.	<a href="#">i</a>
02/01/1993	Institution withdraws from membership in the Federal Reserve System.	<a href="#">i</a>
02/01/1993	Changed Chartering Agency to STATE.	<a href="#">i</a>
02/01/1993	Changed Primary Federal Regulatory Agency to FDIC.	<a href="#">i</a>
02/01/1993	Changed Institution Name to Mega Bank of Arapahoe.	<a href="#">i</a>
09/01/1998	Changed Chartering Agency to OTS.	<a href="#">i</a>
09/01/1998	Changed Organization Type to STOCK SAVINGS BANK.	<a href="#">i</a>
09/01/1998	Changed Primary Federal Regulatory Agency to OTS.	<a href="#">i</a>
09/01/1998	Changed Institution Name to Mega Bank.	<a href="#">i</a>
04/04/2000	Merged and became part of Compass Bank (00418) in Birmingham, AL.	<a href="#">i</a>
06/10/2019	Changed Institution Name to BBVA USA.	<a href="#">i</a>
10/08/2021	Merged and became part of PNC Bank, National Association (6384) in Wilmington, DE.	<a href="#">i</a>

\*Data prior to 01/01/2000 may include small anomalies which may or may not effect the historic events of this institution.

Recorded in Public Records 10/04/2006 at 04:24 PM OR Book 6005 Page 503,  
Instrument #2006100818, Ernie Lee Magaha Clerk of the Circuit Court Escambia  
County, FL Recording \$137.50 MTG Stamps \$351.40 Int. Tax \$200.79

Return To:

Compass Bank  
P.O. Box 10343  
Birmingham, AL 35203

This document was prepared by:

Mary Hartman  
10060 Skinner Lake Drive  
Jacksonville, FL 32246

-----[Space Above This Line For Recording Data]-----

## MORTGAGE

### DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

- (A) "Security Instrument" means this document, which is dated September 28, 2006 together with all Riders to this document.  
(B) "Borrower" is THOMAS R. MURPHY and REGINA SUE MURPHY, husband and wife

Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is COMPASS BANK

Lender is a n ALABAMA STATE BANK  
organized and existing under the laws of THE STATE OF ALABAMA

30MURPHY TRC002

FLORIDA - Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3010 1/01

UNIFORM - 5 (FL) (2005).RT

Page 1 of 10

00000

UMP 3010/CA 30 FORM 3 - (2005) 21-7201

TERM R.S.M.

Lender's address is P.O. BOX 13345  
BIRMINGHAM, AL 35202

Lender is the mortgagee under this Security Instrument.

(B) "Note" means the promissory note signed by Borrower and dated September 28, 2006

The Note states that Borrower owes Lender One Hundred Thousand Three Hundred Ninety Five and 00/100

(U.S. \$100,395.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than October 1, 2036

(C) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(D) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(E) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower (check box as applicable):

<input type="checkbox"/> Adjustable Rate Rider	<input type="checkbox"/> Condominium Rider	<input type="checkbox"/> Second Home Rider
<input type="checkbox"/> Balloon Rider	<input type="checkbox"/> Planned Unit Development Rider	<input type="checkbox"/> 1-4 Family Rider
<input type="checkbox"/> VA Rider	<input type="checkbox"/> Biweekly Payment Rider	<input type="checkbox"/> Other(s) (specify)

(H) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(I) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(K) "Escrow Items" means those items that are described in Section 3.

(L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 3) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(M) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(N) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

30MURPHY TRC042

2006-6(FW) 000001 02

Page 2 of 16

initials *LRM*  
*B.S.M*

Form 3010 1/03

(C) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(P) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

#### TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender, the following described property located in the **COUNTY** [Type of Recording Jurisdiction]  
of **Escambia** [Name of Recording Jurisdiction]

**Lot 11, Block E, of AVONDALE SUBDIVISION, Part A, according to the Plat thereof as recorded in Plat Book 5, Page 32, of the Public Records of Escambia County, Florida.**

Parcel ID Number: **01-23-31-2000-011-005**  
**4675 FOINCIANA DRIVE**  
**PENSACOLA**  
("Property Address")

which currently has the address of  
[Street]  
**[City], Florida 32526** [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

SOMURPHY TACOM2

2000-5 (FL) (0005) 02

Page 3 of 10

*T.R.M.*  
*R.S.M.*

Form 3010 1/01

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

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows.

1. **Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 12. Lender may return any payment or partial payment if the payment or partial payment is insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payment in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. **Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, such payment

30MURPHY TRC042

6 (FL) 0069372

Page 4 of 10

Witness T.R.M.

Form 2010 1404

R.S.M

can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

**3. Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can obtain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 9; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest

30MURPHY TRGM2

FORM 8- (FL) (8/01).02

Page 1 of 18

TRM  
R.S.M

Form 8810 1/01

shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, lesshold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are escrow items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. **Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time reappraisals or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

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If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower. Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to assure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

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6. **Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. **Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repair and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. **Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. **Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court, and (c) paying reasonable attorney's fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

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Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. **Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirements for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

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(b) Any such agreement will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property. If the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of

any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 7.

**12. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

**13. Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who assigns this Security Instrument but does not execute the Note (a "co-signer"), (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

**14. Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

**15. Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers.

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unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

**16. Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument, (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

**17. Borrower's Copy.** Borrower shall be given one copy of the Note and of this Security Instrument.

**18. Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**19. Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the

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purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. **Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined in any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy this notice and opportunity to take corrective action provisions of this Section 20.

21. **Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

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Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer product(s)).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge; (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance; and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

**NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows.

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

24. **Attorneys' Fees.** As used in this Security Instrument and the Note, attorneys' fees shall include those awarded by an appellate court and any attorneys' fees incurred in a bankruptcy proceeding.

25. **Jury Trial Waiver.** The Borrower hereby waives any right to a trial by jury in any action, proceeding, claim, or counterclaim, whether in contract or tort, at law or in equity, arising out of or in any way related to this Security Instrument or the Note.

30MURPHY TACOM2

~~SECRET~~ - E (FL) (X) (U) (S)

Page 14 of 45

1940-1941. L. E. M.

Form 3610 1/01

R.S.M



BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.  
Signed, sealed and delivered in the presence of:

Shane Underwood  
SHANE UNDERWOOD

Teri Kitchen  
TERI KITCHEN

Thomas R. Murphy (Seal)  
THOMAS R. MURPHY (Borrower)

6220 BONDU AVENUE LOT A  
PENSACOLA, FL 32526 (Address)

Regina S. Murphy (Seal)  
REGINA SUE MURPHY (Borrower)

6220 BONDU AVENUE LOT A,  
PENSACOLA, FL 32526 (Address)

..... (Seal)  
..... (Borrower)

..... (Seal)  
..... (Borrower)

(Address)

(Address)

(Seal)  
..... (Borrower)

(Seal)  
..... (Borrower)

(Address)

(Address)

(Seal)  
..... (Borrower)

(Seal)  
..... (Borrower)

(Address)

(Address)

30MURPHY TRCGM2

FORM 4 (FL) (2001.02)

Page 19 of 18

Form 3010 1/01

ESCAMBIA

STATE OF FLORIDA,

The foregoing instrument was acknowledged before me this  
THOMAS R. MURPHY, REGINA SUK MURPHY

County ss:

SEP 24 2006

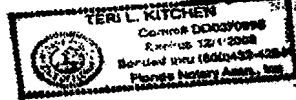
by

A VALID DRIVERS LICENSE

who is personally known to me or who has produced

as identification.

*T.S. Kitchen*



THOMAS R. MURPHY ESCAMBIA

518 (FL) 6005153

Page 18 of 18

*T.R.M.*  
*R.S.M.*

Form 3010 1/01

## NOTE

September 28, 2006  
[Date]

Pensacola  
[City]

FLORIDA  
[State]

4675 POINCIANA DRIVE, PENSACOLA, FL 32526

[Property Address]

### 1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 100,395.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is COMPASS BANK

I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

### 2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 6.625%.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

### 3. PAYMENTS

#### (A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the 1st day of each month beginning on November 1, 2006. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on October 1, 2036, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at P.O. BOX 13345, BIRMINGHAM, AL 35202 or at a different place if required by the Note Holder.

#### (B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ 642.84

### 4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

30MURPHY TRCGM2

FLORIDA FIXED RATE NOTE-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

FORM 3210 1/01

VMP MORTGAGE FORM 8 - (800)521-7281

Page 1 of 3

INSIDE J.R.M.

R.S.M.

## 5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

## 6. BORROWER'S FAILURE TO PAY AS REQUIRED

### (A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000% of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

### (B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

### (C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

### (D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

### (E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

## 7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

## 8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

## 9. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

30MURPHY TRCGM2

6N(FL) (0005)

Page 2 of 3

Form 3210 1/01  
Initials: T.R.M.

R.S.M.

10. **UNIFORM SECURED NOTE**

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

11. **DOCUMENTARY TAX**

The state documentary tax due on this Note has been paid on the mortgage securing this indebtedness.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED

*Thomas R. Murphy*  
THOMAS R. MURPHY

(Seal)  
-Borrower

*Regina Suz Murphy*  
REGINA SUZ MURPHY

(Seal)  
-Borrower

(Seal)  
-Borrower

(Seal)  
-Borrower

(Seal)  
-Borrower

(Seal)  
-Borrower

(Seal)  
-Borrower

(Seal)  
-Borrower

[Sign Original Only]

30MURPHY TRCGM2

UMP-5N(FL) (0005)

Page 3 of 3

Form 3210 1/01

Pam Childers  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY FLORIDA  
INST# 2025003653 1/14/2025 9:02 AM  
OFF REC BK: 9257 PG: 43 Doc Type: TXD  
Recording \$10.00 Deed Stamps \$385.70

Tax deed file number 0125-05

Parcel ID number 012S312000011005

## TAX DEED

Escambia County, Florida

for official use only

Tax Certificate numbered 04122 issued on June 1, 2022 was filed in the office of the tax collector of Escambia County, Florida. An application has been made for the issuance of a tax deed. The applicant has paid or redeemed all other taxes or tax certificates on the land as required by law. The notice of sale, including the cost and expenses of this sale, has been published as required by law. No person entitled to do so has appeared to redeem the land. On the 8th day of January 2025, the land was offered for sale. It was sold to Max Land Trust Inc, 358 Hibiscus Ave Merritt Island FL 32953, who was the highest bidder and has paid the sum of the bid as required by law.

The lands described below, including any inherited property, buildings, fixtures, and improvements of any kind and description, situated in this County and State.

Description of lands: LT 11 BLK E AVONDALE S/D PB 5 P 32 OR 6005 P 496 SECTION 01, TOWNSHIP 2 S, RANGE 31 W

\*\* Property previously assessed to: THOMAS R MURPHY, REGINA SUE MURPHY

On 8th day of January 2025, in Escambia County, Florida, for the sum of ( \$55,100.00) FIFTY FIVE THOUSAND ONE HUNDRED AND 00/100 Dollars, the amount paid as required by law.

Myllinda Johnson  
221 Palafox Place, Ste 110  
Pensacola, FL 32502

Emily Hogg  
221 Palafox Place, Ste 110  
Pensacola, FL 32502

Pam Childers  
Clerk of Court and Comptroller  
Escambia County, Florida



On this 8th day of January, 2025 before me personally appeared Pam Childers  
Clerk of Court and Comptroller in and for the State and this County known to me to be the person described in, and who executed the foregoing instrument, and  
acknowledged the execution of this instrument to be his own free act and deed for the use and purposes therein mentioned.

Witness my hand and office seal date aforesaid



Emily Hogg  
Comm.: HH 373864  
Expires: March 15, 2027  
Notary Public - State of Florida




Shipping ▾

Tracking ▾

Design &amp; Print ▾

Locations ▾

Support ▾

Mark  ← Tracking ID: 771697865880  <

Local Scan Time ▾

## Travel history

Sort by: Ascending ▾

Wednesday, 1/29/25

6:17 PM

In FedEx possession  
Package received after final location pickup has occurred.  
Scheduled for pickup next business day.

BOCA RATON, FL

Thursday, 1/30/25

6:28 PM

Picked up

WEST PALM BEACH, FL

8:01 PM

Arrived at FedEx location

WEST PALM BEACH, FL

8:14 PM

Shipment arriving On-Time

WEST PALM BEACH, FL

9:36 PM

Left FedEx origin facility

WEST PALM BEACH, FL

Friday, 1/31/25

5:03 AM

Arrived at FedEx location

ORLANDO, FL

9:39 PM

Departed FedEx location

ORLANDO, FL

Saturday, 2/1/25

1:28 AM

Arrived at FedEx location

JACKSONVILLE, FL

2:38 AM

Departed FedEx location

JACKSONVILLE, FL

7:10 AM

At local FedEx facility

DEFUNIAK SPRINGS, FL

8:10 AM

On FedEx vehicle for delivery  
Scheduled for delivery next business day

DEFUNIAK SPRINGS, FL

8:12 AM

Shipment arriving early

DEFUNIAK SPRINGS, FL

Monday, 2/3/25

5:01 AM

At local FedEx facility

DEFUNIAK SPRINGS, FL

5:03 AM

Shipment arriving On-Time

DEFUNIAK SPRINGS, FL

5:48 AM

On FedEx vehicle for delivery

DEFUNIAK SPRINGS, FL

WAS SUPPOSED TO  
BE DELIVERED  
ON 2/3/25

## Shipment facts



Shipment overview

TRACKING NUMBER

771697865880

SHIP DATE ①

1/30/25

STANDARD TRANSIT ①

2/3/25



Services

SERVICE

FedEx Ground

TERMS

Shipper



Online

Invoices ▸ Invoice Details ▸ Shipment Details

## SHIPMENT DETAILS

Tracking ID 771697865880

← Shipment  
1 of 1 →



### BILLING INFORMATION

Tracking ID number	771697865880
Invoice number	4-830-32647
Account number	3258-2477-8
Invoice date	02/25/2025
Due date	03/12/2025
Total billed	\$11.09
Tracking ID balance due	\$0.00
Status	Closed

### TRANSACTION DETAILS

#### Sender information

CENTURY INVESTMENT GROUP, INC.  
980 N FEDERAL HWY  
BOCA RATON FL 33432-2708  
US

#### Recipient information

TAX DEED DIVISION  
ESCAMBIA CLERK OF CIRCUIT COURT  
221 PALAFOX PL  
STE 110  
PENSACOLA FL 32502-583335  
US

[VIEW SIGNATURE PROOF OF DELIVERY](#) [DISPUTE SHIPMENT](#)



Shipments





# Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

Clerk of Courts • County Comptroller • Clerk of the Board of County Commissioners • Recorder •

May 21, 2025

PNC Bank NA  
3232 Newmark Drive  
Miamisburg OH 45342

Re: Tax Certificate 2022 TD 04122

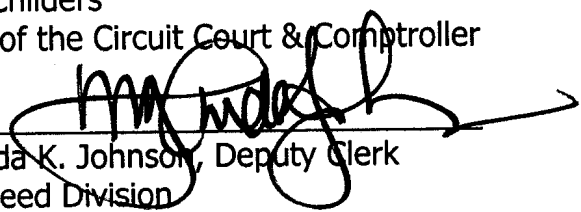
To Whom it May Concern,

Please find enclosed check # 900038156 in the amount of \$50,822.76  
This amount represents payment of the claim for the surplus funds being held by the  
Clerk's office as a result of the tax deed sale of the real property is referenced below.

2022 TD 04122  
REGINA AND THOMAS MURPHY  
\*\*4675 POINCIANA DR, 32526

Total \$50,822.76

Sincerely,  
Pam Childers  
Clerk of the Circuit Court & Comptroller

By:   
Mylinda K. Johnson, Deputy Clerk  
Tax Deed Division

/mkj  
Enclosures

**PAM CHILDERS**  
**CLERK OF CIRCUIT COURT & COMPTROLLER**  
**ESCAMBIA COUNTY, FLORIDA**  
 P.O. BOX 333  
 PENSACOLA, FL 32591-0333  
 (850) 595-4140  
**REGISTRY ACCOUNT**

Bank of America



PENSACOLA, FLORIDA

 63-27  
 631

900038756

VOID AFTER 6 MONTHS

PAY

\*FIFTY THOUSAND EIGHT HUNDRED TWENTY-TWO AND 76/100

PNC BANK NA

DATE

AMOUNT

 TO THE  
 ORDER  
 OF

 PNC BANK NA  
 3232 NEWMARK DR  
 MIAMISBURG, OH 45342

05/16/2025

\$50,822.76


*Pam Childers*

PAM CHILDERS, CLERK OF COURT &amp; COMPTROLLER

**PAM CHILDERS**  
**CLERK OF CIRCUIT COURT & COMPTROLLER**

900038756

 05/16/2025 2022 TD 004122  
 MURPHY, THOMAS R

Case # 2022 TD 004122 Registry Check

50,822.76

900038756

05/16/2025 PNC BANK NA

\$50,822.76