

### **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

0225-53

Part 1: Tax Deed	Application Infor	mation	i in earl	1 23112		A Maria A Maria	
Applicant Name Applicant Address	JUAN C CAPOTE MIKON FINANCIAL BANK 780 NW 42 AVE #2 MIAMI, FL 33126		S, INC. AN	ND OCEAN	Applica	ation date	Apr 17, 2024
Property description	SCOGINS REBECO 12511 OPHELIA DI PENSACOLA, FL	₹	JERNIGA	AN	Certific	ate#	2022 / 5013
	12511 OPHELIA DI 10-2921-100 BEG AT NW COR ( PB 5 P 98 FOR PO FT N 89 DE (Full le	OF LT 17 B B S 00 DE	3 08 MIN 1		Date c	ertificate issued	06/01/2022
Part 2: Certificat	es Owned by App	licant and	filed w	ith Tax Deed	Applica	ation	
Column 1 Certificate Numbe	Columi er Date of Certifi		-	olumn 3		Column 4 Interest	Column 5: Total (Column 3 + Column 4)
# 2022/5013	06/01/2		T doc 7 line	689.77		34.49	724.26
		•			<u> </u>	→Part 2; Total*	724.26
Part 3: Other Cei	rtificates Redeem	ed by App	olicant (C	Other than Co	unty)		
Column 1 Certificate Number	Column 2 Date of Other Certificate Sale	Face Ar	mn 3 mount of ertificate	Column 4 Tax Collector's F	ee	Column 5 Interest	Total (Column 3 + Column 4 + Column 5)
# 2023/5182	06/01/2023		686.59		6.25	44.06	736.90
				·		Part 3: Total*	736.90
Part 4: Tax Colle	ector Certified Am	ounts (Li	nes 1-7)	19.5		14.2 N	
Cost of all certi	ficates in applicant's	possession	and othe			by applicant Parts 2 + 3 above)	1,461.16
2. Delinquent tax	es paid by the applica	ant					0.00
3. Current taxes p	paid by the applicant						635.64
4. Property inform	nation report fee			<u>-</u>			200.00
5. Tax deed appli	cation fee						175.00
6. Interest accrue	d by tax collector und	der s.197.5	42, F.S. (s	ee Tax Collecto	r Instruc	tions, page 2)	0.00
7.	1				Tota	Paid (Lines 1-6)	2,471.80
	nformation is true and				informa	ation report fee, an	d tax collector's fees
/\ V\		118				Escambia, Florid	a
Sign here: Signa	ature, Tax Collector or Desi	gnee			Dat	e April 25th, 2	024_

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

46.25 H



Par	t 5: Clerk of Court Certified Amounts (Lines 8-14)	
8.	Processing tax deed fee	
9.	Certified or registered mail charge	
10.	Clerk of Court advertising, notice for newspaper, and electronic auction fees	
11.	Recording fee for certificate of notice	
12.	Sheriff's fees	
13.	Interest (see Clerk of Court Instructions, page 2)	
14.	Total Paid (Lines 8-13)	)
15.	Plus one-half of the assessed value of homestead property, if applicable under s. 197.502(6)(c), F.S.	38,691.00
16.	Statutory opening bid (total of Lines 7, 14, 15, and 16 if applicable)	
Sign I	nere:  Date of sale 02/05/2  Signature, Clerk of Court or Designee	2025

#### **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.

BEG AT NW COR OF LT 17 BLK F WEEKLEY BAYOU PB 5 P 98 FOR POB S 00 DEG 08 MIN E 254 10/100 FT N 89 DEG 52 MIN E 80 FT N 04 MIN E 255 FT TO S R/W LI OF OPHELIA DR WLY ALG DR 100 FT TO POB OR 686 P 246 OR 4262 P 1102 OR 6586 P 53 LESS MINERAL RIGHTS

# **APPLICATION FOR TAX DEED**

Section 197.502, Florida Statutes

Application Number: 2400341

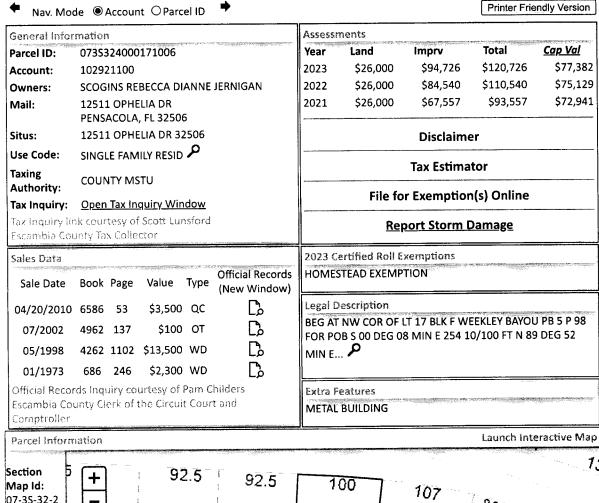
To: Tax Collector ofES	CAMBIA COUNTY	_, Florida	
I, JUAN C CAPOTE MIKON FINANCIAL SERVICE 780 NW 42 AVE #204 MIAMI, FL 33126, hold the listed tax certificate			.  Collector and make tax deed application thereon
			delicator and make tax acca application thorough
Account Number	Certificate No.	Date	Legal Description
10-2921-100	2022/5013	06-01-2022	BEG AT NW COR OF LT 17 BLK F WEEKLEY BAYOU PB 5 P 98 FOR POB S 00 DEG 08 MIN E 254 10/100 FT N 89 DEG 52 MIN E 80 FT N 04 MIN E 255 FT TO S R/W LI OF OPHELIA DR WLY ALG DR 100 FT TO POB OR 686 P 246 OR 4262 P 1102 OR 6586 P 53 LESS MINERAL RIGHTS
i agree to:  • pay any current ta	ixes, if due and		
<ul> <li>redeem all outstar</li> </ul>	nding tax certificates plus	interest not in my ;	oossession, and
<ul> <li>pay all delinquent</li> </ul>	and omitted taxes, plus in	nterest covering the	e property.
<ul> <li>pay all Tax Collect Sheriff's costs, if a</li> </ul>		tion report costs, 0	Clerk of the Court costs, charges and fees, and
Attached is the tax sale cer which are in my possession		cation is based and	l all other certificates of the same legal description
Electronic signature on file JUAN C CAPOTE MIKON FINANCIAL SERV 780 NW 42 AVE #204 MIAMI, FL 33126		BANK	
Applic	ant's signature	<u></u>	<u>04-17-2024</u> Application Date
- Applie			

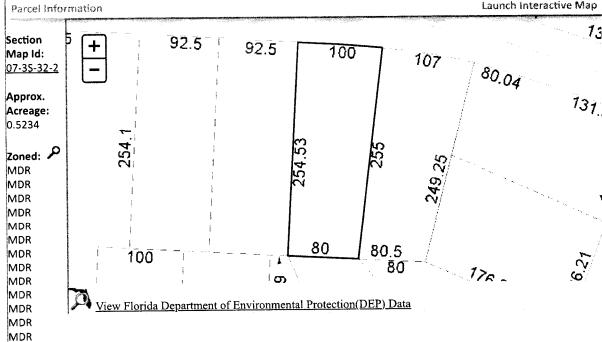
**Real Estate Search** 

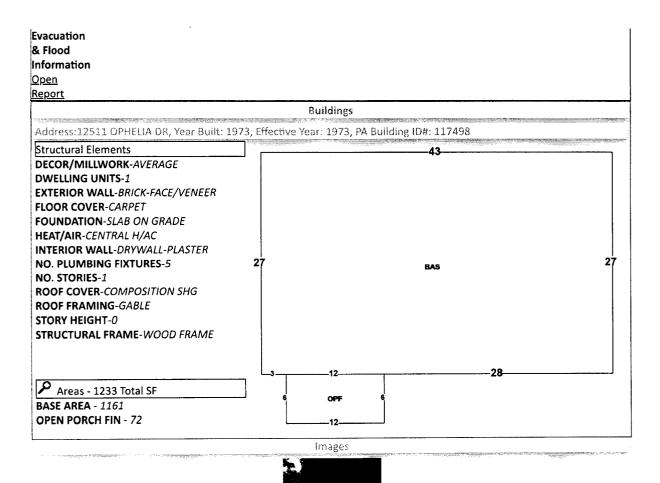
**Tangible Property Search** 

Sale List

#### **Back**







9/26/2023 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:05/02/2024 (tc.752)

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2024033290 5/2/2024 12:07 PM
OFF REC BK: 9140 PG: 1327 Doc Type: TDN

### NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That MIKON FINANCIAL SERVICES INC AND OCEAN BANK holder of Tax Certificate No. 05013, 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:

BEG AT NW COR OF LT 17 BLK F WEEKLEY BAYOU PB 5 P 98 FOR POB S 00 DEG 08 MIN E 254 10/100 FT N 89 DEG 52 MIN E 80 FT N 04 MIN E 255 FT TO S R/W LI OF OPHELIA DR WLY ALG DR 100 FT TO POB OR 686 P 246 OR 4262 P 1102 OR 6586 P 53 LESS MINERAL RIGHTS

**SECTION 07, TOWNSHIP 3 S, RANGE 32 W** 

TAX ACCOUNT NUMBER 102921100 (0225-53)

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

### REBECCA DIANNE JERNIGAN SCOGINS

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 first Wednesday in the month of February, which is the 5th day of February 2025.

Dated this 2nd day of May 2024.

In accordance with the AMERICANS WITH DISABILITIES ACT, if you are a person with a disability who needs special accommodation in order to participate in this proceeding you are entitled to the provision of certain assistance. Please contact Emily Hogg not later than seven days prior to the proceeding at Escambia County Government Complex, 221 Palafox Place Ste 110, Pensacola FL 32502. Telephone: 850-595-3793.

COUNTY TOWN

PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

By: Emily Hogg Deputy Clerk

#### **PAM CHILDERS**

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



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

# BRANCH OFFICES ARCHIVES AND RECORDS JUVENILE DIVISION CENTURY

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

# PAM CHILDERS, CLERK OF THE CIRCUIT COURT Tax Certificate Redeemed From Sale

Account: 102921100 Certificate Number: 005013 of 2022

# Payor: REBECCA DIANNE JERNIGAN SCOGINS 12511 OPHELIA DR PENSACOLA, FL 32506 Date 7/29/2024

Clerk's Check # 1 Clerk's Total \$524.40

Tax Collector Check # 1 Tax Collector's Total \$2,848.82

Postage \$100.00

Researcher Copies \$0.00

Recording \$10.00 Prep Fee \$7.00 Total Received \$3,490.22

PAM CHILDERS
Clerk of the Circuit Court

Received By: Deputy Clerk

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

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### PROPERTY INFORMATION REPORT

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

THE ATTACHED RE	EPORT IS ISSUED TO:			
SCOTT LUNSFORD,	ESCAMBIA COUNTY TAX	COLLECTOR		
TAX ACCOUNT #:	10-2921-100	CERTIFICATE #:	2022-50	13
REPORT IS LIMITEI	OT TITLE INSURANCE. THE O TO THE PERSON(S) EXPR PORT AS THE RECIPIENT(S)	ESSLY IDENTIFIED B	Y NAME IN THE	E PROPERTY
listing of the owner(s) tax information and a l encumbrances recorde title to said land as list	repared in accordance with the of record of the land described listing and copies of all open or in the Official Record Books and on page 2 herein. It is the real of the copy of any document lister.	herein together with cur unsatisfied leases, mort of Escambia County, Fl esponsibility of the party	rent and delinque gages, judgments orida that appear named above to	nt ad valorem and to encumber the verify receipt of
and mineral or any sub	et to: Current year taxes; taxes osurface rights of any kind or naps, boundary line disputes, and of the premises.	ature; easements, restrict	ions and covenan	ts of record;
	nsure or guarantee the validity rance policy, an opinion of title			
Use of the term "Repo	ort" herein refers to the Property	Information Report and	I the documents at	tached hereto.
Period Searched:	October 7, 2004 to and includi	ng October 7, 2024	Abstractor:	K GERARD
BY				

Michael A. Campbell,

Malphel

As President

Dated: October 8, 2024

### PROPERTY INFORMATION REPORT

**CONTINUATION PAGE** 

October 8, 2024

Tax Account #: 10-2921-100

1. The Grantee(s) of the last deed(s) of record is/are: REBECCA DIANNE JERNIGAN AKA REBECCA SCOGINS

By Virtue of Quit Claim Deed recorded 4/20/2010 in OR 6586/53 and Warranty Deed in OR 4262/1102 and Death Certificate in OR 4962/137

- 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 OLDEN J DEVALCOURT recorded 06/16/2004 OR 5433/676 together with Modification recorded 04/30/2010 OR 6586/0055
- **4.** Taxes:

Taxes for the year(s) NONE are delinquent.

Tax Account #: 10-2921-100 Assessed Value: \$77,382.00

**Exemptions: HOMESTEAD EXEMPTION** 

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

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

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

### PERDIDO TITLE & ABSTRACT, INC.

### PROPERTY INFORMATION REPORT

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

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

Pensacola, FL 32591 CERTIFICATION: TITLE SEARCH FOR TDA TAX DEED SALE DATE: FEB 5, 2025 TAX ACCOUNT #: 10-2921-100 2022-5013 **CERTIFICATE #:** 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 Notify City of Pensacola, P.O. Box 12910, 32521 Notify Escambia County, 190 Governmental Center, 32502 Homestead for 2023 tax year. REBECCA DIANNE JERNIGAN REBECCA DIANNE JERNIGAN AKA REBECCA SCOGINS AKA REBECCA SCOGINS 12511 OPHELIA DR 3400 GULF BEACH HIGHWAY PENSACOLA FL 32506 PENSACOLA FL 32507

Certified and delivered to Escambia County Tax Collector, this 8th day of October, 2024.

PERDIDO TITLE & ABSTRACT, INC.

Malphel

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

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

### PROPERTY INFORMATION REPORT

October 8, 2024 Tax Account #:10-2921-100

# LEGAL DESCRIPTION EXHIBIT "A"

BEG AT NW COR OF LT 17 BLK F WEEKLEY BAYOU PB 5 P 98 FOR POB S 00 DEG 08 MIN E 254 10/100 FT N 89 DEG 52 MIN E 80 FT N 04 MIN E 255 FT TO S R/W LI OF OPHELIA DR WLY ALG DR 100 FT TO POB OR 686 P 246 OR 4262 P 1102 OR 6586 P 53 LESS MINERAL RIGHTS

**SECTION 07, TOWNSHIP 3 S, RANGE 32 W** 

TAX ACCOUNT NUMBER 10-2921-100(0225-53)

ABSTRACTOR'S NOTE: WE CAN NOT CERTIFY LEGAL AS WRITTEN ON TAX ROLL WITHOUT A CURRENT SURVEY.

DEED DOC STANPS PD & ESC CO \$ 94.50 05/28/98 EINIE LEE MARCHO, CLERK By: Langton Tilly

Prepared by and return to: Without benefit of title search David S. Long

Michael D. Tidwell 200 East Government Street Suite 240-B Pensacola, Florida 32501 904-434-3223 File No.: 98-1200C Will Call No.:

[Space Above This Line For Recording Data]	
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## Warranty Deed

This Warranty Deed made this 15th day of May, 1998 between

Madge M. Mullins, an unremarried widow whose post office address is 12511 Ophelia Drive, Pensacola, Florida, 32506 grantor, and MADGE M. MULLINS, an unremarried widow and Louis F. Jernigan and Rebecca Dianne Jernigan, husband and wife as joint tenants withs rights of survivorship whose post office address is 3400 Gulf Beach Highway, Pensacola, Florida 32507 grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

WITNESSETH, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Escambia County, Florida** to-wit:

See Attached Exhibit "A"

PARCEL ID No. 07-35-32-4000-171-006

THIS CONVEYANCE IS EXEMPT FROM COMPLIANCE WITH ESCAMBIA OCUNTY ORDINANCE CHAPTER 1-29.2, ARTICLE V AS THE PARTIES ARE RELATED BY BLOOD.

SUBJECT TO A MORTGAGE FROM MADGE M. MULLINS TO FIRST UNION HOME EQUITY BANK, N.A. DATE DECEMBER 12, 1994 AND RECORDED IN OFFICIAL RECORDS BOOK 3694, PAGE 967, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, HAVING A REMAING PRINCIPAL BALANCE OF \$27,000.00

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise 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 31, 1997.

IN WITNESS WHEREOF, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Patricia - Mc Kittnick

Madge M. Mullins

STATE OF FLORIDA COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this  $\sqrt{3^{rH}}$  day of May, 1998, by Madge W. Mullins who produced FLR. XRIVER (ILLENSE as identification.

Notary Public

NOTARY PUBLIC POFFLOR

DAVID S. LONG My Comm. Exp. 6/29/98 CC # 389085 Bonded By HAI 900-422-1555

OR BK 4262 PG1 1 O4
Escambia County, Florida
INSTRUMENT 98-487809

RCD May 28, 1998 02:39 pm
Escambia County, Florida

Clerk Erpien Lee Manaha Court INSTRUMENT 98-487809

### **EXHIBIT "A"**

Commence at the North West corner of Lot 17, Block F, of Weekley Bayou Subdivision as per plat recorded in Plat Book 5 at Page 98 of the public records of Escambia County, Florida. For the Point of Beginning thence run South 00 degrees 08 minutes East for 254.10 feet; thence run North 89 degrees 52 minutes East for 80 feet; thence run North 04 degrees East for 255' to the South ROW Line of Ophelia Drive; thence run Westerly along Ophelia Drive 100' to the Point of Beginning.

Recorded in Public Records 04/30/2010 at 09:15 AM OR Book 6586 Page 53, Instrument #2010027188, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording \$18.50 Deed Stamps \$24.50

Recorded in Public Records 04/30/2010 at 09:15 AM OR Book 6586 Page 53, Instrument #2010027188, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording \$18.50 Deed Stamps \$24.50

STATE OF FLORIDA QUIT CLAIM DEED COUNTY OF ESCAMBIA KNOW ALL MEN BY THESE PRESENTS, That LOWS F. Jernigan, Single ma, 300 Van COVEN Rol. TUMINGTON, AC 3644 |
for and in consideration of the sum of TEN POLLARS (\$10.00), and other valuable considerations, receipt whereof is hereby acknowledged, to remise, release, and quit claim unto Repecca Scoains, maried woman heirs, executors, administrators and assigns forever, the following described property, situated in ESCAMDIA County, State of Florida to wit: 12511 Ophelia Dr. Pensacola, FL. 32506 SEE ATTACHED LEGAL Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining, free from all exemptions and right of homestead. IN WITNESS WHEREOF,  $\angle$  have hereunto set  $\underline{my}$  hand and seal this 20th day of APRIL, 20\$10. Signed, sealed and delivered in\_our presence Frend m. Kemet zeros M. DEMET STATE OF FLORIDA

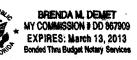
STATE OF FLORIDA

COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 20 th day of APRIL , by Louis Jeanlean , who produced identification of ALA. LICENSE AS INSTANT and did not take an oath.

Notary Public Breion M. Denet

Prepared By:
Rebecca Scogins
Rebecca Scogins
12511 Ophelia Dr.
Pensacola, Pl.



BK: 6586 PG: 54 Last Page

Exhibit "A"

Commence at the NW corner of Lot 17, Block F, of Weekley Bayou Subdivision, as per plat recorded in Plat Book 5 at Page 98 of the public records of Escambia County, Florida. For the P.O.B, thence run S00'08'E for 254.10 feet; thence run N89'52'E for 80 feet; thence run N04'E for 255 feet to the South R/W line of Ophelia Drive; thence run Westerly along Ophelia Drive 100 feet to the P.O.B.

Return to: (enclose self-addressed stamped envelope)

Name: Southland Acquire Land Title, L.L.C.

Address: 1120 N 12th Avenue Pensacola, Florida 32501

File # 04-26115 Instrument Prepared by: Charlene c. Boucher

Address Southland Acquire Land Title, L.L.C.

1120 N 12th Avenue Pensacola, Florida

Property Appraisers Parcel Identification (Folio) Number(s):

073S32-4000-171-006

- SPACE ABOVE THIS LINE FOR PROCESSING DATA

MORTGAGE DEED

OR BK 5433 PGO676 Escambia County, Florida INSTRUMENT 2004-251749 PGQ 676 NTG BOC STANPS PB & ESC CO \$ 168 06/16/04 ERNIE LEE NAGAHA, CLERK

INTANGIBLE TAX PD & ESC CO \$ 96 06/16/04 ERNIE LEE NAGAHA, CLERK

SPACE ABOVE THIS LINE FOR RECORDING DATA

W

**Mortgage Deed** 

(Wherever used herein, the terms "mortgagor" and "mortgagee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations; and the term "note" includes all the notes herein described if more than one. Wherever used the singular number shall include the plural and the plural the singular, and the use of any gender shall include all genders.)

Made this

8th

32501

day of

June, 2004

Rebecca Dianne Jernigan and Louis F. Jernigan, wife and husband BETWEEN

called the Mortgagor, whose post office address is: 12511 Ophelia Drive

Pensacola, Florida 32506

and Olden J. DeValcourt , a married man

called the Mortgagee,

5490 Cruzat way

Pensacola, Florida

WITNESSETH, That the said Mortgagor, for and in consideration of the sum of \$48,000.00

----00/100 Dollars. Forty Eight Thousand Dollars and----to him in hand paid by the said Mortgagee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Mortgagee, the following described land situate, lying and being in the County of , State of Florida Escambia

See Attached Exhibit "A" For Legal Description.

This Mortgage is payable in 59 consecutive monthly installments of \$463.21 including principal and interest commencing July 8, 2004 with a final balloon payment of \$43,568.42 on July 8, 2009

If this Mortgage is paid in full within the first three years a 10% pre-payment penalty will be assessed.

If payments become more than ten days delinquent , a late charge of 10% per month will be assessed.

and the said Mortgagor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

PROVIDED ALWAYS. That if said Mortgagor shall pay to the said Mortgagee a certain promissory note, a copy of which is attached hereto and made a part hereof, and shall perform and comply with each and every stipulation, agreement and covenant of said note and of this mortgage, then this mortgage and the estate hereby created shall be yoid, otherwise the same shall remain in full force and virtue. And the said Mortgagor covenants to pay the interest and principal promptly when due; to pay the taxes and assessments on said property; to carry insurance against fire on the building(s) on said land for not less than \$ , and windstorm insurance in the amount of N/A , approved by the Mortgagee, with standard mortgage loss clause payable to Mortgagee, the \$ N/A , approved by the Mortgagee, with standard mortgage loss clause payable to Mortgagee, the policy to be held by the Mortgagee, to keep the building(s) on said land in proper repair; and to waive the homestead

Should any of the above covenants be broken, then said note and all monies secured hereby shall without demand, if the Mortgagee so elects, at once become due and payable and the mortgage be foreclosed, and all costs and expenses

(Page 1 of 2 pages)

of collection of said monies by foreclosure or otherwise, including solicitor's fees shall be paid by the Mortgagor, and the same are hereby secured.

IN WITNESS WHEREOF, The said Mortgagor hereunto sets his hand and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of Us:

Witness:

Charlene C. Boucher

Witness

SS: CN RITTER 140US

herca Dianne Jernigan
Rebecca Dianne Jernigan

Jour France

STATE OF Florida
COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 8th day of June, 2004 by Rebecca Dianne Jernigan and Louis F. Jernigan, wife and husband

who is/are personally known to me or who has/have produced

Drivers License

as identification and who did

take an oath.

My Commission expires:

(Seal)

Notary Public Serial Number:

CHARLENE C. BOUCHER Notary Public-State of FL Comm. Exp. Oct. 4, 2007 Comm. No. DD 251316

OR BK 5433 PGO 678 Escambia County, Florida INSTRUMENT 2004-251749 RCD Jun 16, 2004 09:31 am Escambia County, Florida

ERNIE LEE MAGAHA Clerk of the Circuit Court Instrument 2004–251749

04-26115

Exhibit "A"

Commence at the NW corner of Lot 17, Block F, of Weekley Bayou Subdivision, as per plat recorded in Plat Book 5 at Page 98 of the public records of Escambia County, Florida. For the P.O.B, thence run S00'08'E for 254.10 feet; thence run N89'52'E for 80 feet; thence run N04'E for 255 feet to the South R/W line of Ophelia Drive; thence run Westerly along Ophelia Drive 100 feet to the P.O.B.

Recorded in Public Records 04/30/2010 at 09:15 AM OR Book 6586 Page 55, Instrument #2010027189, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording \$27.00 MTG Stamps \$26.60 Int. Tax \$15.09

### MORTGAGE MODIFICATION AGREEMENT

This instrument prepared by: Olden J. DeValcourt P.O. Box 34275 Pensacola, Florida 32507

This agreement made this	22 well day of	April	, a. dxxxx 2010
by and between	Olden J. DeVal		Florida,
		Pensacola, Florida 3250	7
· · · · · · · · · · · · · · · · · · ·	of the First Part, and Scogins fka Rebecca	Dianne Jernican	
		1	
and Eric Scogin	is, write and husba	Alid , Par	ties of the Second Part.
		•	
	wit	TNESSETH:	
WHEREAS, the party of the	first part is the owner and ho	older of that certain mortgage from the	part ies of the second part
dated <u>June 4, 2004</u>	, and recorded in	Official Record Book 5433 Page	576 of the Public Records of
Escambi	aCounty, Florida,		•
AND WHEREAS, the party o	f the first part is now the owr	ner and holder of that certain promisso	ry note for which said mort-
		cipal amount of	
		cipal amount or	
Torey Eight Hous	and and doy too		7
AND WHEREAS, the parties	hereto have mutually agreed	to modify the terms of said note and	l mortgage,
NOW, THEREFORE, in cons	sideration of the mutual agree	ments of the parties hereto, it is agre	ed as follows:
(1) Upon the executi	on of this agreement, the tota	al outstanding unpaid principal under s	aid note and mortgage is the
amount of	Seven Thousand Five H	undred Forty Two and 97/100	
The parties hereto	o acknowledge that upon exec	cution of this agreement the interest o	on said obligation shall have
	h <u>March 31,</u>		
			•
(2) Said note and mo	ortgage is hereby amended and	d modified to be payable as follows:	
See	e Attached copy of Pro	omissory Note Herein	
. (3) From and after _	April 10, 2010	interest rate on said note and mortga	age shall be
Ter		percent ( 10.00 %) per annum, into	erest to be computed on the
unpaid principal	balance.		
		ment and understanding that all other	provisions of said original note:
		ect save and except as modified by this	
default same sha	II at the election of the mortg	gagee operate to mature the full indebt	parious to managina comotion
and foreclosure.			

(OVER)

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	(SEAL)	
	(SEAL)	
ATTEST:		Ву:
By:		
	(Title)	0 (10101 10)
WITNESSES: ( AS	to all parties)	Place 1 Dela Count
as	totali parties)	Olden J. DeValcourt
1 5 5 1 1		
arol D. Eubanks	<u> </u>	Kebecca Dianne Scoguis
, 17.	ant	Rebecca Diame Scogins fka Rebecca Di
		Jernigan
ennifer Gantt		angott Just &
		Eric Scogins
	AC	KNOWLEDGMENT
OTATE OF ELOPIS	· · · · · · · · · · · · · · · · · · ·	
STATE OF FLORIDA COUNTY OFEs	cambia	
		sonally appeared before me, an officer duly authorized to admir
	edgments, <u>Olden J. DeVal</u>	
and <u>Rebecca Dia</u>	nne Scogins fka Rebecca	Dianne Jernigan
and <u>Fric Scogin</u>	s, wife and husband	, respectively of the
	age Modification Agreement and	vn and known to me to be the individuals described in and who ex they acknowledged before me that they executed the same f
and voluntarily for the		vn and known to me to be the individuals described in and who ex
and voluntarily for the WITNES:	age Modification Agreement and purposes therein expressed. S my hand and official seal at	vn and known to me to be the individuals described in and who ex they acknowledged before me that they executed the same f
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and voluntarily for the WITNES:	age Modification Agreement and purposes therein expressed. S my hand and official seal at aforesaid, this  CAROL D. EUBANKS cotary Public-State of FL	Pensacola, Florida day of April XXXXX 2010  Notary Public
and voluntarily for the WITNESS in the County and State	CAROL D. EUBANKS Notary Public-State of FL Comm. No. DD 753497	Pensacola, Florida day of April XXXXX 2010  Notary Public
and voluntarily for the WITNES: in the County and State	CAROL D. EUBANKS Notary Public-State of FL Comm. No. DD 753497	Pensacola, Florida day of April XXXXX 2010  Notary Public
STATE OF	CAROL D. EUBANKS Notary Public-State of FL Comm. Exp. Mar. 3, 2012 Comm. No. DD 753497	Pensacola, Florida day of April XXXXX 2010  Notary Public  My commission expires:
STATE OF	CAROL D. EUBANKS Sotary Public-State of FL Comm. No. DD 753497	resonally appeared before me, an officer duly authorized to admin
STATE OF	CAROL D. EUBANKS Notary Public-State of FL Comm. Exp. Mar. 3, 2012 Comm. No. DD 753497	resonally appeared before me, an officer duly authorized to admin
STATE OF COUNTY OF I HEREE paths and take acknow	CAROL D. EUBANKS Notary Public-State of FL Comm. No. DD 753497  BY CERTIFY that on this day perledgments,	resonally appeared before me, an officer duly authorized to admin
STATE OF	CAROL D. EUBANKS Astary Public-State of FL Comm. No. DD 753497  BY CERTIFY that on this day perledgments,	resonally appeared before me, an officer duly authorized to administrated in and who executed the same from the sa
STATE OF	CAROL D. EUBANKS States of FL. Somm. No. DD 753497  SY CERTIFY that on this day per ledgments,  canown to me to be the individual acknowledged before meaning and purposed decreased.	resonally appeared before me, an officer duly authorized to admit described in and who executed the same from the properties of the same from the properties of the same from the same f
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STATE OF	CAROL D. EUBANKS Solven By Public-State of FL Comm. No. DD 753497  CAROL D. EUBANKS Solven By Public-State of FL Comm. No. DD 753497  Comm. No. DD 753497  Comm. No. DD 753497  Comm. No. DD 753497	resonally appeared before me, an officer duly authorized to administration and who executed the same from the country and State aforesaid, this, in the County and State aforesaid, this
STATE OF	CAROL D. EUBANKS Solven By Public-State of FL Comm. No. DD 753497  CAROL D. EUBANKS Solven By Public-State of FL Comm. No. DD 753497  Comm. No. DD 753497  Comm. No. DD 753497  Comm. No. DD 753497	resonally appeared before me, an officer duly authorized to administration and who executed the same from the country and State aforesaid, this, in the County and State aforesaid, this

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### MORTGAGE NOTE

Pensacola, FLORIDA

April 22, 2010

\$13,542.97

FOR VALUE RECEIVED, the undersigned (jointly and severally if more than one) promises to pay <u>Olden J. DeValcourt</u> or order, in the manner hereinafter specified, the principal sum of \$13,542.97 with interest from date at the rate of 10.00% per annum on the balance from time to time remaining unpaid. The said principal and interest shall be payable in lawful money of the United States of America at <u>P.O. Box 34275</u>, <u>Pensacola, Florida 32507</u> or at such place as may be hereafter designated by written notice from the holder to the maker hereof, on the date and in the manner following:

Payable in \_\_\_\_57 \_\_\_consecutive monthly installments of \$300.00 including principal and interest commencing on May 1, 2010.

If this Mortgage is paid in full within the first three years a 10% pre-payment penalty will be assessed.

If payments become ten more days delinquent per month, a late charge of 10% per month will be assessed.

This Mortgage cannot be assumed without the prior written consent of the Note Holder herein.

This note with interest is secured by a mortgage on real estate, or even date herewith, made by the maker hereof in favor of the said Payee, and shall be construed and enforced according to the laws of the State of Florida.

If default be made in the payment of any of the sums or interest mentioned herein or in said mortgage for a period of 30 days, or in the performance of any of the agreements contained herein or in said mortgage, then the entire principal sum and accrued interest shall at the option of the holder hereof become at once due and collectible without notice, time being of the essence; and said principal sum and accrued interest shall both bear interest from such time until paid at the highest rate allowable under the laws of the State of Florida. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

Each person liable hereon whether maker or endorser hereby waives presentment, protest, notice, notice of protest and notice of dishonor and agrees to pay all costs, including a reasonable attorney's fee, whether suit be brought or not, if, after maturity of this note or default hereunder, or under said mortgage, counsel shall be employed to collect this note or to protect the security of said mortgage.

Whenever used herein the terms "holder," maker" and "payee" shall be construed in the singular or plural as the context may require or admit.

### Maker's Address

12511 Ophelia Drive

Pensacola, Florida 32506

Rebecca Dianne Scogins fka Rebecca Dianne Jernigan