

### **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

0225-25

							0000 00
Part 1: Tax Deed	Application Infor	mation	15 118,8	e Walion		maged State of the	
Applicant Name Applicant Address			ND OCEAN	Application date		Apr 17, 2024	
Property description SUMMERFORD RHETT SCOTT SUMMERFORD HEATHER SMITH 1698 SMITHFIELD LN			Certificate #		2022 / 6051		
	CANTONMENT, FL 32533 1698 SMITHFIELD RD 11-4409-216 COMMENCING AT THE SOUTHEAST CORNER O THE SOUTHWEST QUARTER OF THE NORTHEA QUARTER OF SECTION 30, (Full legal attached.)		NORTHE <b>AS</b> T	Date certificate issued		06/01/2022	
Part 2: Certificate	es Owned by App	licant and	Filed w	ith Tax Deed	Appli	cation	
Column 1 Certificate Numbe	Column r Date of Certific		-	olumn 3 ount of Certificate		Column 4 Interest	Column 5: Total (Column 3 + Column 4)
# 2022/6051	06/01/20	022		676.22		33.81	710.03
					·	→Part 2: Total*	710.03
Part 3: Other Cer	tificates Redeeme	ed by App	licant (C	ther than Co	unty)		
Column 1 Certificate Number	Column 1 Column 2 Column 3 Column 4 Column		Column 5 Interest	Total (Column 3 + Column 4 + Column 5)			
# /							
						Part 3: Total*	0.00
	ector Certified Am		<u>-</u>	State .	·	entral (	The state of the s
Cost of all certi	ficates in applicant's	possession	and othe			d by applicant of Parts 2 + 3 above)	710.03
2. Delinquent taxe	es paid by the applica	ant					0.00
3. Current taxes p	paid by the applicant			- 49			2,335.84
Property information report fee				200.00			
5. Tax deed application fee				175.00			
	d by tax collector und	ler s.197.54	12. F.S. (s	ee Tax Collecto	r Instr	uctions, page 2)	0.00
7.						tal Paid (Lines 1-6)	3,420.87
certify the above in	formation is true and					mation report fee, an	d tax collector's fees
Sign here: Signe	Hare, TaxCollecto or Desig	gnee			D	Escambia, Florida Pate <u>April 25th, 2</u>	

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

+4.25



Par	rt 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 F.S.	)(c), 196,507.00
16.	Statutory opening bid (total of Lines 7, 14, 15, and 16 if applicable)	
Sign I	here: Date of sale 0 Signature, Clerk of Court or Designee	2/05/2025

#### **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.

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE GO NORTH 00 DEG 00 MIN 02 SEC WEST ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 30 FOR A DISTANCE OF 759.00 FEET; THENCE DEPARTING SAID EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 30, GO SOUTH 89 DEG 52 MIN 35 SEC WEST FOR A DISTANCE OF 1550.00 FEET TO A CAPPED 1/2 INCH IRON ROD, NUMBER 2892 AT THE SOUTHWEST CORNER OF A PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 3009, AT PAGE 213 FOR THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89 DEG 52 MIN 35 SEC WEST FOR A DISTANCE OF 258.70 FEET TO A CAPPED 1/2 INCH IRON ROD, NUMBER 7174 ON THE EAST LINE OF A PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 8130, AT PAGE 1865; THENCE GO NORTH 00 DEG 07 MIN 53 SEC EAST ALONG THE EAST LINE OF SAID PARCEL FOR A DISTANCE OF 165.00 FEET TO A CAPPED 1/2 INCH IRON ROD, NUMBER 7174 AT THE NORTHEAST CORNER OF SAID PARCEL; THENCE GO NORTH 89 DEG 52 MIN 35 SEC EAST FOR A DISTANCE OF 258.32 FEET TO A 1/2 INCH CAPPED IRON ROD, NUMBER 2892 AT THE NORTHWEST CORNER OF THE AFORESAID PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 3009, AT PAGE 213; THENCE GO SOUTH 00 DEG 00 MIN

02 SEC EAST ALONG THE WEST LINE OF SAID PARCEL FOR A DISTANCE OF 165.00 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL IS SITUATED IN A PORTION OF SECTION 30, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA. OR 8499 P 390

### **APPLICATION FOR TAX DEED**

Section 197.502, Florida Statutes

Application Number: 2400487

To:	Tax Co	llector of	ESCAMBIA	COUNTY	, Florida
I,					
JUA	N C CA	POTE			
MIK	ON FIN	ANCIAL SER	VICES, INC.	AND OCEAN	BANK
780	NW 42	AVE #204			
MIA	MI, 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
11-4409-216	2022/6051	06-01-2022	COMMENCING AT THE SOUTHEAST
			CORNER OF THE SOUTHWEST QUARTER
			OF THE NORTHEAST QUARTER OF
			SECTION 30, TOWNSHIP 1 NORTH,
			RANGE 31 WEST, ESCAMBIA COUNTY,
			FLORIDA: THENCE GO NORTH 00 DEG 00
			MIN 02 SEC WEST ALONG THE EAST LINE
			OF SAID SOUTHWEST QUARTER OF THE
			NORTHEAST QUARTER OF SECTION 30
			FOR A DISTANCE OF 759.00 FEET;
			THENCE DEPARTING SAID EAST LINE OF
			THE SOUTHWEST QUARTER OF THE
			NORTHEAST QUARTER OF SECTION 30.
			GO SOUTH 89 DEG 52 MIN 35 SEC WEST
			FOR A DISTANCE OF 1550.00 FEET TO A
			CAPPED 1/2 INCH IRON ROD, NUMBER
			2892 AT THE SOUTHWEST CORNER OF A
	1		PARCEL DESCRIBED IN OFFICIAL
			RECORDS BOOK 3009, AT PAGE 213 FOR
			THE POINT OF BEGINNING; THENCE
			CONTINUE SOUTH 89 DEG 52 MIN 35 SEC
			WEST FOR A DISTANCE OF 258.70 FEET
			TO A CAPPED 1/2 INCH IRON ROD,
			NUMBER 7174 ON THE EAST LINE OF A
			PARCEL DESCRIBED IN OFFICIAL
			RECORDS BOOK 8130, AT PAGE 1865;
			THENCE GO NORTH 00 DEG 07 MIN 53
			SEC EAST ALONG THE EAST LINE OF
			SAID PARCEL FOR A DISTANCE OF 165.0
			FEET TO A CAPPED 1/2 INCH IRON ROD.
			1
			NUMBER 7174 AT THE NORTHEAST CORNER OF SAID PARCEL; THENCE GO
			NORTH 89 DEG 52 MIN 35 SEC EAST FOR
			A DISTANCE OF 258.32 FEET TO A 1/2
			INCH CAPPED IRON ROD, NUMBER 2892
			AT THE NORTHWEST CORNER OF THE
			AFORESAID PARCEL DESCRIBED IN
			OFFICIAL RECORDS BOOK 3009, AT PAG
			213; THENCE GO SOUTH 00 DEG 00 MIN
			02 SEC EAST ALONG THE WEST LINE OF
			1 05 OF C TVOLVE ON THE MEST FINE OL

SAID PARCEL FOR A DISTANCE OF 165.00 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL IS SITUATED IN A PORTION OF SECTION 30, TOWNSHIP
1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA. OR 8499 P 390

#### 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

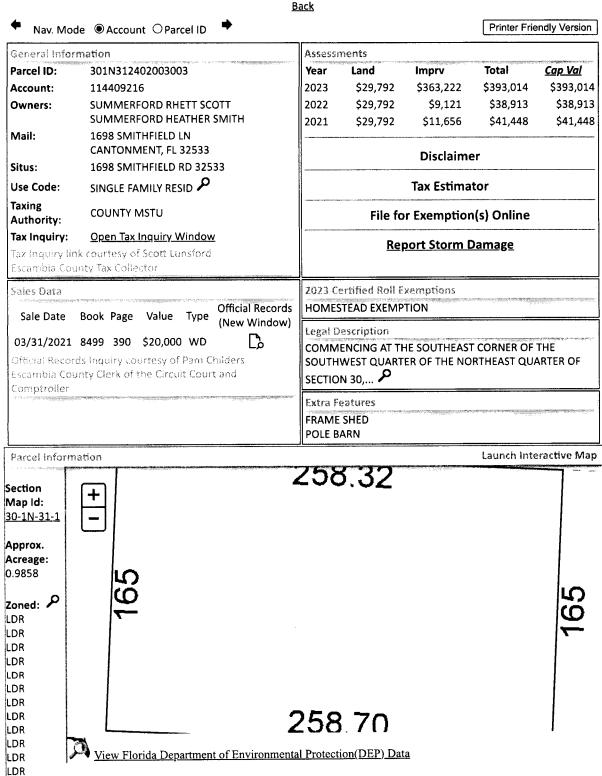
Applicant's signature

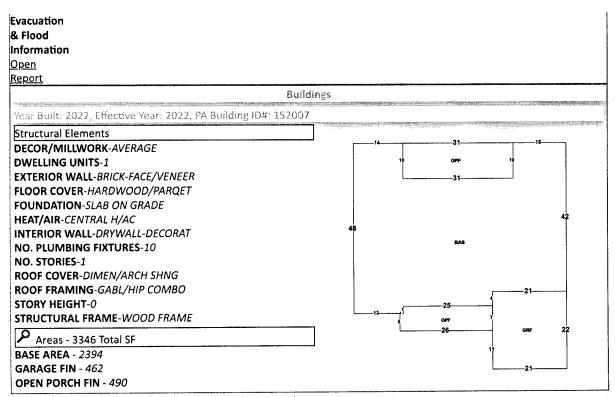
**Real Estate Search** 

LDR

**Tangible Property Search** 

Sale List





images



3/1/2022 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.1136)

Pam Childers CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY FLORIDA INST# 2024033237 5/2/2024 11:26 AM OFF REC BK: 9140 PG: 1174 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. 06051, 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:

(see attached)

SECTION 30, TOWNSHIP 1 N, RANGE 31 W

TAX ACCOUNT NUMBER 114409216 (0225-25)

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

#### RHETT SCOTT SUMMERFORD and HEATHER SMITH SUMMERFORD

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.

COMPTO

PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

By:

Emily Hogg Deputy Clerk

## LEGAL DESCRIPTION

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE GO NORTH 00 DEG 00 MIN 02 SEC WEST ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 30 FOR A DISTANCE OF 759.00 FEET; THENCE DEPARTING SAID EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 30, GO SOUTH 89 DEG 52 MIN 35 SEC WEST FOR A DISTANCE OF 1550.00 FEET TO A CAPPED 1/2 INCH IRON ROD, NUMBER 2892 AT THE SOUTHWEST CORNER OF A PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 3009, AT PAGE 213 FOR THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89 DEG 52 MIN 35 SEC WEST FOR A DISTANCE OF 258.70 FEET TO A CAPPED 1/2 INCH IRON ROD, NUMBER 7174 ON THE EAST LINE OF A PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 8130, AT PAGE 1865; THENCE GO NORTH 00 DEG 07 MIN 53 SEC EAST ALONG THE EAST LINE OF SAID PARCEL FOR A DISTANCE OF 165.00 FEET TO A CAPPED 1/2 INCH IRON ROD, NUMBER 7174 AT THE NORTHEAST CORNER OF SAID PARCEL; THENCE GO NORTH 89 DEG 52 MIN 35 SEC EAST FOR A DISTANCE OF 258.32 FEET TO A 1/2 INCH CAPPED IRON ROD, NUMBER 2892 AT THE NORTHWEST CORNER OF THE AFORESAID PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 3009, AT PAGE 213; THENCE GO SOUTH 00 DEG 00 MIN 02 SEC EAST ALONG THE WEST LINE OF SAID PARCEL FOR A DISTANCE OF 165.00 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL IS SITUATED IN A PORTION OF SECTION 30, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA. OR 8499 P 390

#### **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: 114409216 Certificate Number: 006051 of 2022

## Payor: RHETT SCOTT SUMMERFORD 1698 SMITHFIELD LN CANTONMENT, FL 32533 Date 7/1/2024

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

Tax Collector Check # 1 Tax Collector's Total \$3,940.25

Postage \$100.00

Researcher Copies \$0.00

Recording \$10.00 Prep Fee \$7.00

4

Total Received

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



#### PROPERTY INFORMATION REPORT

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

THE ATTACHE	D REPORT IS ISSUED TO:			
SCOTT LUNSFO	ORD, ESCAMBIA COUNTY TAX	COLLECTOR		
TAX ACCOUNT	Γ#: 11-4409-216	CERTIFICATE #:	2022-60	051
REPORT IS LIM	S NOT TITLE INSURANCE. THE IITED TO THE PERSON(S) EXPR I REPORT AS THE RECIPIENT(S	RESSLY IDENTIFIED B	Y NAME IN TH	E PROPERTY
listing of the own tax information a encumbrances rec title to said land a	port prepared in accordance with the ner(s) of record of the land described and a listing and copies of all open of corded in the Official Record Books as listed on page 2 herein. It is the sted. If a copy of any document listiately.	d herein together with cur or unsatisfied leases, more s of Escambia County, Fl responsibility of the party	rrent and delinque tgages, judgments orida that appear v named above to	ent ad valorem s and to encumber the verify receipt of
and mineral or an encroachments, or	ubject to: Current year taxes; taxes by subsurface rights of any kind or reverlaps, boundary line disputes, and ction of the premises.	nature; easements, restric	tions and covenar	nts of record;
	not insure or guarantee the validity insurance policy, an opinion of title			
Use of the term "	Report" herein refers to the Propert	y Information Report and	d the documents a	attached hereto.
Period Searched: _	October 7, 2004 to and includ	ing October 7, 2024	_ Abstractor:	Pam Alvarez
DV				

BY

Michael A. Campbell, As President

Malphel

Dated: October 11, 2024

#### PROPERTY INFORMATION REPORT

**CONTINUATION PAGE** 

October 11, 2024

Tax Account #: 11-4409-216

- 1. The Grantee(s) of the last deed(s) of record is/are: RHETT SCOTT SUMMERFORD AND HEATHER SMITH SUMMERFORD
  - By Virtue of Warranty Deed recorded 4/5/2021 in OR 8499/390
- 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 ECCO Credit Union recorded 4/5/2021 OR 8499/392 together with Modification recorded 2/15/2022 OR 8723/786
- 4. Taxes:

Taxes for the year(s) NONE are delinquent.

Tax Account #: 11-4409-216 Assessed Value: \$393,014.00 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

Pensacola, FL 32591 CERTIFICATION: TITLE SEARCH FOR TDA TAX DEED SALE DATE: FEB 5, 2025 TAX ACCOUNT #: 11-4409-216 **CERTIFICATE #:** 2022-6051 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. RHETT SCOTT SUMMERFORD AND RHETT SCOTT SUMMERFORD AND **HEATHER SMITH SUMMERFORD HEATHER SMITH SUMMERFORD** 1698 SMITHFIELD LN 1535 SMITHFIELD LN **CANTONMENT, FL 32533 CANTONMENT, FL 32533** 

CANTONMENT, FL 32533

ECCO CREDIT UNION
4644 E SPENCER FIELD RD

**PACE, FL 32571** 

Certified and delivered to Escambia County Tax Collector, this 11th 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 11, 2024 Tax Account #:11-4409-216

## LEGAL DESCRIPTION EXHIBIT "A"

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST OUARTER OF SECTION 30, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE GO NORTH 00 DEG 00 MIN 02 SEC WEST ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 30 FOR A DISTANCE OF 759.00 FEET; THENCE DEPARTING SAID EAST LINE OF THE SOUTHWEST **QUARTER OF THE NORTHEAST QUARTER OF SECTION 30, GO SOUTH 89 DEG 52 MIN 35 SEC** WEST FOR A DISTANCE OF 1550.00 FEET TO A CAPPED 1/2 INCH IRON ROD, NUMBER 2892 AT THE SOUTHWEST CORNER OF A PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 3009, AT PAGE 213 FOR THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89 DEG 52 MIN 35 SEC WEST FOR A DISTANCE OF 258.70 FEET TO A CAPPED 1/2 INCH IRON ROD. NUMBER 7174 ON THE EAST LINE OF A PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 8130. AT PAGE 1865: THENCE GO NORTH 00 DEG 07 MIN 53 SEC EAST ALONG THE EAST LINE OF SAID PARCEL FOR A DISTANCE OF 165,00 FEET TO A CAPPED 1/2 INCH IRON ROD. NUMBER 7174 AT THE NORTHEAST CORNER OF SAID PARCEL; THENCE GO NORTH 89 DEG 52 MIN 35 SEC EAST FOR A DISTANCE OF 258,32 FEET TO A 1/2 INCH CAPPED IRON ROD, NUMBER 2892 AT THE NORTHWEST CORNER OF THE AFORESAID PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 3009, AT PAGE 213; THENCE GO SOUTH 00 DEG 00 MIN 02 SEC EAST ALONG THE WEST LINE OF SAID PARCEL FOR A DISTANCE OF 165.00 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL IS SITUATED IN A PORTION OF SECTION 30, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA. OR 8499 P 390

**SECTION 30, TOWNSHIP 1 N, RANGE 31 W** 

TAX ACCOUNT NUMBER 11-4409-216(0225-25)

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

Recorded in Public Records 4/5/2021 9:41 AM OR Book 8499 Page 390, Instrument #2021035536, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording \$18.50 Deed Stamps \$140.00

After Recording Return to: Deborah Beach West Florida Title Company of Milton, Inc. 5220 Willing Street Milton, FL 32570

This Instrument Prepared by: Deborah Beach West Florida Title Company of Milton, Inc. 5220 Willing Street Milton, FL 32570 as a necessary incident to the fulfillment of conditions contained in a title insurance commitment issued by it

Property Appraisers Parcel I.D. (Folio) Number(s): PART OF 30-1N-31-2402-000-000 File No: 2021-766-M

#### WARRANTY DEED

This Warranty Deed, Made the 31st day of March, 2021, by Stanley W. Smith, individually and Stanley W. Smith, as Successor Trustee under The Smith Living Trust dated April 21, 2015, whose post office address is: 4500 Pine Barren Rd., Century, FL 32535, hereinafter called the "Grantor", to Rhett Scott Summerford and Heather Smith Summerford, husband and wife, whose post office address is: 1535 Smithfield Ln., Cantonment, FL 32533, hereinafter called the "Grantee".

WITNESSETH: That said Grantor, for and in consideration of the sum of Twenty Thousand Dollars and No Cents (\$20,000.00) 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:

See Attached Exhibit "A"

The property is not the homestead of the Grantors.

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 2020. Subject to covenants, reservations, restrictions, limitations, easements and agreements of record, if any and to all applicable zoning ordinances and/or restrictions and prohibitions imposed by governmental authorities, if any.

(The terms "Grantor" and "Grantee" herein shall be construed to include all genders and singular or plural as the context indicates.) IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal the day and year first

above written.

SIGNED IN THE PRESENCE OF THE FOLLOWING WITNESSES

TWO SEPARATE DISINTERESTED WITNESSES REQUIRED

Witness Signature: <u>Uell</u> Printed Name: Deborah C. Beach

Stanley W. Smith individually & as Successor

Trustee

of The Smith Living Trust dated April 21, 2015

Witness Signature: Journal Printed Name: Donna S. Perritt

State of Florida County of Santa Rosa

The foregoing instrument was acknowledged before me by means of physical presence this March 31, 2021 by Stanley W. Smith, individually and as Successor Trustee of The Smith Living Trust dated April 21, 2015, and who presented Florida Driver Licenses as identification.

OSLEWING Notary Public Signature

Printed Name: Deborah Beach My Commission Expires:

(SEAL)

DEBORAH C. BEACH Commission # GG 312052 Expires May 13, 2023 Sended Thru Trey Fain Insurance 860-286-7018

BK: 8499 PG: 391 Last Page

#### **EXHIBIT "A"**

Commencing at the Southeast corner of the Southwest quarter of the Northeast quarter of Section 30, Township 1 North, Range 31 West, Escambia County, Florida; thence go North 00° 00' 02" West along the East line of said Southwest quarter of the Northeast quarter of Section 30 for a distance of 759.00 feet; thence departing said East line of the Southwest quarter of the Northeast quarter of Section 30, go South 89° 52' 35" West for a distance of 1550.00 feet to a 1/2" capped iron rod, number 2892 at the Southwest corner of a parcel described in Official Records Book 3009, at Page 213 for the Point of Beginning; thence continue South 89° 52' 35" West for a distance of 258.70 feet to a 1/2" capped iron rod, number 7174 on the East line of a parcel described in Official Records Book 8130, at page 1865; thence go North 00° 07' 53" East along the East line of said parcel for a distance of 165.00 feet to a 1/2" capped iron rod, number 7174 at the Northeast corner of said parcel; thence go North 89° 52' 35" East for a distance of 258.32 feet to a 1/2" capped iron rod, number 2892 at the Northwest corner of the aforesaid parcel described in Official Records Book 3009, at Page 213; thence go South 00° 00' 02" East along the West line of said parcel for a distance of 165.00 feet to the Point of Beginning. The above described parcel is situated in a portion of Section 30, Township 1 North, Range 31 West, Escambia County, Florida.

Together with an easement for ingress and egress described as follows: Commencing at the Southeast corner of the Southwest quarter of the Northeast quarter of Section 30, Township 1 North, Range 31 West, Escambia County, Florida; thence go North 00° 00' 02" West along the East line of said Southwest quarter of the Northeast quarter of Section 30 for a distance of 759.00 feet; thence departing said East line of the Southwest quarter of the Northeast quarter of Section 30, go South 89° 52' 35" West for a distance of 49.94 feet to the West right of way line of State Road No. 97 (100' R/W) for the Point of Beginning; thence continue South 89° 52' 35" West for a distance of 1758.76 feet to a point on the East line of a parcel described in Official Records Book 8130, at Page 1865; thence go South 00° 07' 53" West along the East line of said parcel for a distance of 231.00 feet to the Southeast corner of said parcel; thence go North 89° 52' 35" East for a distance of 30.00 feet; thence go North 00° 07' 53" East a distance of 165.00 feet; thence go North 89° 52' 35" East for a distance of 1728.96 feet to the aforesaid West right of way line of State Road No. 97 (100' R/W); thence go North 00° 02' 33" West for a distance of 66.00 feet to the Point of Beginning. The above described easement is situated in a portion of Section 30, Township 1 North, Range 31 West, Escambia County, Florida.

Recorded in Public Records 4/5/2021 9:41 AM OR Book 8499 Page 392, Instrument #2021035537, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording \$44.00 MTG Stamps \$1,090.25

This Instrument Prepared by and Return to:
Deborah Beach of
West Florida Title Company of Milton, Inc.
5220 Willing Street
Milton, FL 32570
in connection with the issuance of Title Insurance

File No.: 2021-766-M

THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR PRINCIPAL BALANCE DUE UPON MATURITY IS \$288,713.52 TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE.

This Mortgage made this 31st day of March, 2021 between Rhett Scott Summerford and Heather Smith Summerford, husband and wife called the Mortgagor, and ECCO Credit Union called the Mortgagee.

Witnesseth, that the Mortgagor, in consideration of the loan made to him by the Mortgagee evidenced by the promissory note, copy of which is attached to this mortgage as "Exhibit A", and in order to secure the payment of the debt thereby evidenced, has granted, bargained and sold to the Mortgagee the following described property situated in said State and County legally described as follows, to wit:

See Attached Exhibit "A"

If all or any part of the property or any interest in it is transferred or sold, the Mortgagee will require immediate payment in full of all sums due and payable secured by this Mortgage. See Attached for Future Advance Clause.

(The words "Mortgagor" and "Mortgagee" as used herein, shall include both the singular and plural and individuals and corporations as the context may require. The designation "Mortgagor" and "Mortgagee" shall include, not only the parties specifically named herein, but also their respective heirs, legal representatives, successors and assigns, as the case may be.)

Provided Always, That if the Mortgagor shall make all payments required by the promissory note above mentioned, and shall perform and comply with each and every covenant of said note and mortgage, then this mortgage shall be null and void, otherwise to remain in full force and effect. The Mortgagor covenants to pay each and every installment of principal and interest when due; to pay all taxes and assessments levied on said mortgaged property before they become delinquent; to permit no waste, impairment, or deterioration of the mortgaged property; to keep the buildings now or hereafter on the mortgaged property (and the personal property, if included in this mortgage) insured against loss or damage by fire and such other hazards as may be required by Mortgagee in amounts satisfactory to Mortgagee, with standard loss payable clause to Mortgagee, policy or policies to be held by Mortgagee; and does hereby waive homestead exemption.

Should any of the above covenants be broken then the note and all monies hereby secure shall without demand and at the option of the Mortgagee become immediately due and payable and this mortgage forthwith be foreclosed, in which event the Mortgagor agrees to pay all costs and expenses of foreclosure, including attorney's fees, and all amounts disbursed by the Mortgagee for taxes and insurance. In the event of foreclosure, the Mortgagee shall be entitled to a receiver for the mortgaged property without notice and without regard to the value of the mortgaged property or the solvency of the

Page 1 of 3

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#### mortgagor.

In Witness Whereof, the said mortgagor has hereunto signed and sealed these presents the day and year first above written.

THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR PRINCIPAL BALANCE DUE UPON MATURITY IS \$288,713.52 TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE.

Signed, sealed and delivered in the presence of:

Witness: Deborah C. Beach

Dorra S. Lewith

State of Florida County of Santa Rosa

I Hereby Certify, That on this day before me by means of physical presence personally appeared Rhett Scott Summerford and wife, Heather Smith Summerford who presented Florida Drivers Licenses as identification.

Witness my hand and official seal this 31st day of March, 2021.

Notary Public Deborah Beach

My Commission Expires:

DEBORAH C. BEACH Commission # GG 312062 Expires May 13, 2023

Bonded Thru Troy Fain Insurance 800-385-7019

Notes: All parties, including Notary, witness and Grantor must type or legibly print their name below their signatures. (F.S. 415-522)

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Exhibit "A"

MORTGAGE NOTE \$311,444.00

> Milton, Florida March 31, 2021

FOR VALUE RECEIVED, the undersigned, (jointly and severally, if more than one) promise to pay to ECCO Credit Union or order, in the manner hereafter specified, the principal sum of Three Hundred Eleven Thousand Four Hundred Forty Four Dollars and No Cents (\$311,444.00) with interest from March 31, 2021 at the rate of 5.25 percent 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 ECCO Credit Union, 4644 E. Spencer Field Rd., Pace, FL 32571 or at such place as may hereafter be designated by written notice from the holder to the maker hereof, on the date and in the manner following:

\*Interest only for six consecutive months beginning April 30, 2021 at the rate of 5.25% and computed on the amounts disbursed and outstanding; Thereafter, payable in 59 monthly installments of \$1,719.81 each including principal and interest at the rate of 5.25% per annum together with a balloon payment in the amount of \$288,713.52, plus accrued interest if any, which is due and payable on September 30, 2026. The first of said monthly installments shall become due and payable beginning October 30, 2021 and each payment thereafter shall be due and payable on the same day of each consecutive month until said balloon payment becomes due and payable on September 30, 2026. There shall be no prepayment penalty.

This note with interest is secured by mortgage on real estate, of 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. The terms of said mortgage are by this reference made a part hereof.

If default be made in the payment of any of the sums or interest mentioned herein or 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 collectable 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.

/S/Rhett Scott Summerford
Rhett Scott Summerford

FLORIDA DOCUMENTARY STAMPS HAVE BEEN PAID ON AND AFFIXED TO THE MORTGAGE SECURING THIS NOTE.

/S/ Heather Smith Summerford
Heather Smith Summerford

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#### FUTURE ADVANCE CLAUSE

FUTURE ADVANCE CLAUSE This mortgage is to secure the payment of any and all notes, liabilities, & obligations of the mortgagors, or either of them, to the mortgagee, its successors or assigns, whether as maker, endorser, gaurantor or otherwise, & whether such notes, liabilities or obligations, or any of them, be now in existence or accrue to arise hereafter, or be now owned or held by the mortgagee, or be acquired hereafter, it being the intent & purpose of the mortgagors to secure by this mortgage, all notes, claims, demands, liabilities & obligations which the mortgagee, its successors or assigns, may have, hold or acquire at any time during the life of this mortgage against the mortgagors, or either of them. Provided that the total of all amounts secured hereby shall not exceed at any one time the sum of \$622000.00 in the aggregate; & provided further that all such notes, claims, demands or liabilities & obligations secured hereby be incurred or arise or come into existence either on or prior to the date of this mortgage, or on or before Twenty (20) years after date of this mortgage.

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#### **EXHIBIT "A"**

Commencing at the Southeast corner of the Southwest quarter of the Northeast quarter of Section 30, Township 1 North, Range 31 West, Escambia County, Florida; thence go North 00° 00' 02" West along the East line of said Southwest quarter of the Northeast quarter of Section 30 for a distance of 759.00 feet; thence departing said East line of the Southwest quarter of the Northeast quarter of Section 30, go South 89° 52' 35" West for a distance of 1550.00 feet to a 1/2" capped iron rod, number 2892 at the Southwest corner of a parcel described in Official Records Book 3009, at Page 213 for the Point of Beginning; thence continue South 89° 52' 35" West for a distance of 258.70 feet to a 1/2" capped iron rod, number 7174 on the East line of a parcel described in Official Records Book 8130, at page 1865; thence go North 00° 07' 53" East along the East line of said parcel for a distance of 165.00 feet to a 1/2" capped iron rod, number 7174 at the Northeast corner of said parcel; thence go North 89° 52' 35" East for a distance of 258.32 feet to a 1/2" capped iron rod, number 2892 at the Northwest corner of the aforesaid parcel described in Official Records Book 3009, at Page 213; thence go South 00° 00' 02" East along the West line of said parcel for a distance of 165.00 feet to the Point of Beginning. The above described parcel is situated in a portion of Section 30, Township 1 North, Range 31 West, Escambia County, Florida.

Together with an easement for ingress and egress described as follows: Commencing at the Southeast corner of the Southwest quarter of the Northeast quarter of Section 30, Township 1 North, Range 31 West, Escambia County, Florida; thence go North 00° 00' 02" West along the East line of said Southwest quarter of the Northeast quarter of Section 30 for a distance of 759.00 feet; thence departing said East line of the Southwest quarter of the Northeast quarter of Section 30, go South 89° 52' 35" West for a distance of 49.94 feet to the West right of way line of State Road No. 97 (100' R/W) for the Point of Beginning; thence continue South 89° 52' 35" West for a distance of 1758.76 feet to a point on the East line of a parcel described in Official Records Book 8130, at Page 1865; thence go South 00° 07' 53" West along the East line of said parcel for a distance of 231.00 feet to the Southeast corner of said parcel; thence go North 89° 52' 35" East for a distance of 30.00 feet; thence go North 00° 07' 53" East a distance of 165.00 feet; thence go North 89° 52' 35" East for a distance of 1728.96 feet to the aforesaid West right of way line of State Road No. 97 (100' R/W); thence go North 00° 02' 33" West for a distance of 66.00 feet to the Point of Beginning. The above described easement is situated in a portion of Section 30, Township 1 North, Range 31 West, Escambia County, Florida.

Recorded in Public Records 2/15/2022 1:07 PM OR Book 8723 Page 786, Instrument #2022015971, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording \$35.50

#### MODIFICATION OF MORTGAGE AND NOTE

STATE OF FLORIDA COUNTY OF ESCAMBIA

THIS AGREEMENT made and executed this 27th , day of January , 2022 by and between Rhett Scott Summerford and Heather Smith Summerford, husband and wife , hereinafter referred to as the Mortgagor (s), and ECCO CREDIT UNION, hereinafter referred to as the Mortgagee, WITNESSETH; That:

WHEREAS the Mortgagors executed that certain Mortgage dated March 31, 2021 in favor of Mortgagee and recorded in O.R. Book 8499 , Page 392 , together with any subsequent modifications, of the Public Records of Escambia County, Florida and together with that certain original promissory note dated March 31, 2021 and any subsequent modifications:

WHEREAS the Mortgagors and Mortgagee do hereby mutually agree to amend, modify and change certain terms of said Mortgage and Note described above,

NOW THEREFORE, in consideration of the mutual agreements herein contained, it is covenanted and agreed as follows:

- 1. Said Mortgage and Note described above are hereby modified and amended per Attached Exhibit "A" which is hereby made a part of this instrument by reference herein.
- Nothing herein contained shall be construed to modify and/or amend, or to release the Mortgagors from any obligations or liability under said Mortgage and Note as herein modified and amended.
- The lien of said Mortgage described above as herein modified and amended, is and shall henceforth be a valid first lien upon the real property described on attached Exhibit "B", Legal Description. SEE ATTACHED EXHIBIT "B"
- 4. Mortgagors warrant unto said Mortgagee that Mortgagors are the owners of the real property described in said Exhibit "B".
- 5. This Agreement and each provision thereof shall be binding upon each of the parties hereto and their respective heirs, legal representatives, successors, grantees and assigns.

Prepared by: Charles O'Quinn ECCO Credit Union 4644 E. Spencer Filed Road Pace, FL 32571 BK: 8723 PG: 787

IN WITNESS V January ,	WHEREOF, th 	ne parties have executed this	Agreement this 27th day	of
		Signature: Print Name:	Rhett Scott Summerford	enf 1
		Signature: Print Name:	Heather Smith Summerford	morpod
			By:, Preside	
<u>27th</u> d	ANTA ROSA strument was lay of <u>Januar</u>	acknowledged before me by	means of physical presence this, 2022, by	
		Heather Smith Summerford, e and who did not take an oa		<del></del>
			ui.	
Eve C Notary Public	John	(SEAL)	EVA C. JOHNSON NOTARY PUBLIC - STATE OF FLORIDA CERTIFICATE # HH 142495 EXPIRES JULY 13, 2025	
day of January	ANTA ROSA strument was	acknowledged before me by 2022 by	means of physical presence, this 27: Charles O'Quinn	
known to me.	O Creat Uni	on, for and on behalf of said	Credit Union and who is personally	
Eva C Notary Public	. John	(SEAL)	EVA C. JOHNSON NOTARY PUBLIC - STATE OF FLORIDA CERTIFICATE # HH 142495 EXPIRES JULY 13, 2025	

BK: 8723 PG: 788

EXHIBIT "A"

MORTGAGE NOTE

\$ 311,444.00

Pace, Florida January 27<sup>th</sup>, 2022

FOR VALUE RECEIVED, the undersigned, (jointly and severally, if more than one) promise to pay to ECCO Credit Union, or order, in the manner hereafter specified the principal sum of Three Hundred Eleven Thousand Four Hundred Forty Four dollars and Zero cents (\$311,444.00) with interest from the January 27, 2022 at the rate of 4.00 percent, 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 to ECCO Credit Union, 4644 E. Spencer Field Road., Pace, FL 32571, or at such place as may hereafter be designated by written notice from the holder to the maker hereof, on the date an in the manner following:

Payable in 59 monthly installments of \$ 1,487.24 and 1 installment of \$ 283,184.96 each including principal and interest at a rate of 4.00% per annum. The first of said monthly installments shall become due and payable February 27, 2022 and each installment thereafter shall be due and payable on the same day of each consecutive month until said indebtedness has been paid in full. There shall be no prepayment penalty.

This note with interest is secured by a mortgage on real estate, of 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. The terms of said mortgage are by this reference made a part hereof.

If default be made in the payment of any of the sums or interest mentioned herein 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 collectable 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 protest 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		(SEAL)
	By: Rhett Scott Summerford	(OE/IE)
1698 Smithfield Lane		(SEAL)
	By: Heather Smith Summerford	(013712)
Cantonment, FL 32533	•	

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#### EXHIBIT "B"

Commencing at the Southeast corner of the Southwest quarter of the Northeast quarter of Section 30, Township 1 North, Range 31 West, Escambia County, Florida; thence go North 00° 00' 02" West along the East line of said Southwest quarter of the Northeast quarter of Section 30 for a distance of 759.00 feet; thence departing said East line of the Southwest quarter of the Northeast quarter of Section 30, go South 89° 52' 35" West for a distance of 1550.00 feet to a 1/2" capped iron rod, number 2892 at the Southwest corner of a parcel described in Official Records Book 3009, at Page 213 for the Point of Beginning; thence continue South 89° 52' 35" West for a distance of 258.70 feet to a 1/2" capped iron rod, number 7174 on the East line of a parcel described in Official Records Book 8130, at page 1865; thence go North 00° 07' 53" East along the East line of said parcel for a distance of 165.00 feet to a 1/2" capped iron rod, number 7174 at the Northeast corner of said parcel; thence go North 89° 52' 35" East for a distance of 258.32 feet to a 1/2" capped iron rod, number 2892 at the Northwest corner of the aforesaid parcel described in Official Records Book 3009, at Page 213; thence go South 00° 00' 02" East along the West line of said parcel for a distance of 165.00 feet to the Point of Beginning. The above described parcel is situated in a portion of Section 30, Township 1 North, Range 31 West, Escambia County, Florida.

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