



# 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

0825.25

## Part 1: Tax Deed Application Information

Applicant Name Applicant Address	FIG 20, LLC FIG 20, LLC FBO SEC PTY PO BOX 12225 NEWARK, NJ 07101-3411	Application date	Apr 16, 2025
Property description	KNIGHT GEORGE E & MARIA B 900 LANGLEY AVE PENSACOLA, FL 32506 5135 W FAIRFIELD DR 07-2089-400 BEG AT NW COR OF SEC 34 N 0 DEG W 156 74/100 FT TO S R/W LI OF FAIRFIELD DR NELY ALG R/W BEING CURVE (Full legal attached.)	Certificate #	2023 / 3223
		Date certificate issued	06/01/2023

## 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)
# 2023/3223	06/01/2023	851.47	42.57	894.04
→ Part 2: Total*				894.04

## 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)
# /					
Part 3: Total*					0.00

## 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)	894.04
2. Delinquent taxes paid by the applicant	0.00
3. Current taxes paid by the applicant	901.89
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)	2,170.93

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 21st, 2025

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

+6.25

<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.	
16. Statutory opening bid (total of Lines 7, 14, 15, and 16 if applicable)	
Sign here: _____ Date of sale <u>08/06/2025</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.

BEG AT NW COR OF SEC 34 N 0 DEG W 156 74/100 FT TO S R/W LI OF FAIRFIELD DR NELY ALG R/W BEING CURVE TO RT RADIUS 5769 65/100 FT CH BRG N 88 DEG 22 MIN 17 SEC E CH DIST 62 69/100 FT TO E R/W LI OF A COUNTY RD FOR POB CONT ALG R/W CH BRG N 87 DEG 49 MIN 13 SEC E CH DIST 50 71/100 FT TO PC N 87 DEG 34 MIN 5 SEC E 146 15/100 FT S 1 DEG 11 MIN 25 SEC E 387 13/100 FT N 88 DEG 40 MIN 0 SEC E 217 50/100 FT S 0 DEG 55 MIN 0 SEC E 208 53/100 FT N 88 DEG 41 MIN 0 SEC W 336 53/100 FT TO ELY R/W LI OF COUNTY RD BEING 27 FT E OF W LI OF SEC 34 N 16 DEG 30 MIN 0 SEC W PARL TO W LI 302 43/100 FT N 0 DEG 38 MIN 20 SEC W ALG R/W 285 71/100 FT TO POB PLAT DB 128 P 575 OR 3646 P 923 OR 4739 P 975 LESS OR 5962 P 1294 KNIGHT CA 188

# APPLICATION FOR TAX DEED

Section 197.502, Florida Statutes

512  
R. 12/16

Application Number: 2500097

To: Tax Collector of ESCAMBIA COUNTY, Florida

I,  
FIG 20, LLC  
FIG 20, LLC FBO SEC PTY  
PO BOX 12225  
NEWARK, NJ 07101-3411,

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
07-2089-400	2023/3223	06-01-2023	BEG AT NW COR OF SEC 34 N 0 DEG W 156 74/100 FT TO S R/W LI OF FAIRFIELD DR NELY ALG R/W BEING CURVE TO RT RADIUS 5769 65/100 FT CH BRG N 88 DEG 22 MIN 17 SEC E CH DIST 62 69/100 FT TO E R/W LI OF A COUNTY RD FOR POB CONT ALG R/W CH BRG N 87 DEG 49 MIN 13 SEC E CH DIST 50 71/100 FT TO PC N 87 DEG 34 MIN 5 SEC E 146 15/100 FT S 1 DEG 11 MIN 25 SEC E 387 13/100 FT N 88 DEG 40 MIN 0 SEC E 217 50/100 FT S 0 DEG 55 MIN 0 SEC E 208 53/100 FT N 88 DEG 41 MIN 0 SEC W 336 53/100 FT TO ELY R/W LI OF COUNTY RD BEING 27 FT E OF W LI OF SEC 34 N 16 DEG 30 MIN 0 SEC W PARL TO W LI 302 43/100 FT N 0 DEG 38 MIN 20 SEC W ALG R/W 285 71/100 FT TO POB PLAT DB 128 P 575 OR 3646 P 923 OR 4739 P 975 LESS OR 5962 P 1294 KNIGHT CA 188

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  
FIG 20, LLC  
FIG 20, LLC FBO SEC PTY  
PO BOX 12225  
NEWARK, NJ 07101-3411

04-16-2025  
Application Date

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**Applicant's signature**



# Gary "Bubba" Peters

## Escambia County Property Appraiser

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← Nav. Mode ☒ Account ☐ Parcel ID →

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General Information							Assessments				
Parcel ID:	342S301220011122						Year	Land	Imprv	Total	Cap Val
Account:	072089400						2024	\$74,700	\$0	\$74,700	\$61,642
Owners:	KNIGHT GEORGE E & MARIA B						2023	\$74,700	\$0	\$74,700	\$56,039
Mail:	900 LANGLEY AVE PENSACOLA, FL 32506						2022	\$59,760	\$0	\$59,760	\$50,945
Situs:	5135 W FAIRFIELD DR 32506						Disclaimer				
Use Code:	VACANT COMMERCIAL 🔑						Tax Estimator				
Taxing Authority:	COUNTY MSTU						Change of Address				
Tax Inquiry:	Open Tax Inquiry Window						File for Exemption(s) Online				
Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector							Report Storm Damage				
Sales Data Type List: 🔑							2024 Certified Roll Exemptions				
Sale Date	Book	Page	Value	Type	Multi Parcel	Records	None				
07/2001	4739	975	\$100	WD	N	📄	Legal Description				
09/1994	3646	923	\$59,900	WD	N	📄	BEG AT NW COR OF SEC 34 N 0 DEG W 156 74/100 FT TO S R/W LI OF FAIRFIELD DR NELY ALG R/W BEING CURVE TO RT RADIUS... 🔑				
Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller							Extra Features				
							None				

**Section Map Id:**  
CA188
   
**Approx. Acreage:**  
2.4851
   
**Zoned:** 🔑  
HC/LI
   
**Evacuation & Flood Information**  
[Open Report](#)

[Launch Interactive Map](#)

[View Florida Department of Environmental Protection\(DEP\) Data](#)

[Buildings](#)
  
[Images](#)

None

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:04/24/2025 (tc.24877)

## NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That **FIG 20 LLC** holder of **Tax Certificate No. 03223**, issued the **1st** day of **June, A.D., 2023** 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 34, TOWNSHIP 2 S, RANGE 30 W**

**TAX ACCOUNT NUMBER 072089400 (0825-25)**

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

**GEORGE E KNIGHT and MARIA B KNIGHT**

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 August, which is the **6th** day of August 2025.

Dated this 28th day of April 2025.

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

## LEGAL DESCRIPTION

BEG AT NW COR OF SEC 34 N 0 DEG W 156 74/100 FT TO S R/W LI OF FAIRFIELD DR NELY ALG R/W BEING CURVE TO RT RADIUS 5769 65/100 FT CH BRG N 88 DEG 22 MIN 17 SEC E CH DIST 62 69/100 FT TO E R/W LI OF A COUNTY RD FOR POB CONT ALG R/W CH BRG N 87 DEG 49 MIN 13 SEC E CH DIST 50 71/100 FT TO PC N 87 DEG 34 MIN 5 SEC E 146 15/100 FT S 1 DEG 11 MIN 25 SEC E 387 13/100 FT N 88 DEG 40 MIN 0 SEC E 217 50/100 FT S 0 DEG 55 MIN 0 SEC E 208 53/100 FT N 88 DEG 41 MIN 0 SEC W 336 53/100 FT TO ELY R/W LI OF COUNTY RD BEING 27 FT E OF W LI OF SEC 34 N 16 DEG 30 MIN 0 SEC W PARL TO W LI 302 43/100 FT N 0 DEG 38 MIN 20 SEC W ALG R/W 285 71/100 FT TO POB PLAT DB 128 P 575 OR 3646 P 923 OR 4739 P 975 LESS OR 5962 P 1294 KNIGHT CA 188



# PERDIDO TITLE SOLUTIONS

Precise · Professional · Proven

## 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 #: 07-2089-000 CERTIFICATE #: 2023-3223

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 encumber the title to said land as listed on page 2 herein.

**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.

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: May 14, 2005 to and including May 14, 2025 Abstractor: Vicki Campbell

BY



Michael A. Campbell,  
As President  
Dated: May 16, 2025

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

May 16, 2025

Tax Account #: **07-2089-000**

1. The Grantee(s) of the last deed(s) of record is/are: **GEORGE E. KNIGHT AND MARIA B. KNIGHT**

**By Virtue of Warranty Deed recorded 9/15/1994 in OR 3646/923 and Warranty Deed recorded 7/17/2001 - OR 4739/975 Less and Except Portion sold OR 5962/1294**

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 Bank of Pensacola recorded 6/6/1995 – OR 3781/69 assigned OR 4135/1661 to Amsouth Bank of Florida (Partial Release OR 4236/1664)**

4. Taxes:

**Taxes for the year(s) 2022-2024 are delinquent.**

**Tax Account #: 07-2089-000**

**Assessed Value: \$61,642.00**

**Exemptions: NONE**

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 Property Information Report 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 SOLUTIONS**  
**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: PROPERTY INFORMATION REPORT FOR TDA**

<b>TAX DEED SALE DATE:</b>	<b>AUG 6, 2025</b>
<b>TAX ACCOUNT #:</b>	<b>07-2089-000</b>
<b>CERTIFICATE #:</b>	<b>2023-3223</b>

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 type="checkbox"/>	<input checked="" type="checkbox"/>	Homestead for <u>2024</u> tax year.

**GEORGE E KNIGHT AND**  
**MARIA B KNIGHT**  
**900 LANGLEY AVE**  
**PENSACOLA, FL 32506**

**GEORGE E KNIGHT AND**  
**MARIA B KNIGHT**  
**6000 W FAIRFIELD DR**  
**PENSACOLA, FL 32506**

**REGIONS BANK SUCCESSOR**  
**BY MERGER TO AMSOUTH BANK**  
**70 NORTH BAYLEN ST**  
**PENSACOLA, FL 32501**

**REGIONS BANK SUCCESSOR**  
**BY MERGER TO AMSOUTH BANK**  
**5214 LINCOLN RD EXT**  
**HATTIESBURG, MS 39402**

Certified and delivered to Escambia County Tax Collector, this 16th day of May 2025.

**PERDIDO TITLE SOLUTIONS, A DIVISION OF**  
**PERDIDO TITLE & ABSTRACT, INC.**



BY: Michael A. Campbell, As Its President

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

**PROPERTY INFORMATION REPORT**

**May 16, 2025**

**Tax Account #:07-2089-000**

**LEGAL DESCRIPTION  
EXHIBIT "A"**

**BEG AT NW COR OF SEC 34 N 0 DEG W 156 74/100 FT TO S R/W LI OF FAIRFIELD DR NELY  
ALG R/W BEING CURVE TO RT RADIUS 5769 65/100 FT CH BRG N 88 DEG 22 MIN 17 SEC E CH  
DIST 62 69/100 FT TO E R/W LI OF A COUNTY RD FOR POB CONT ALG R/W CH BRG N 87 DEG  
49 MIN 13 SEC E CH DIST 50 71/100 FT TO PC N 87 DEG 34 MIN 5 SEC E 146 15/100 FT S 1 DEG 11  
MIN 25 SEC E 387 13/100 FT N 88 DEG 40 MIN 0 SEC E 217 50/100 FT S 0 DEG 55 MIN 0 SEC E 208  
53/100 FT N 88 DEG 41 MIN 0 SEC W 336 53/100 FT TO ELY R/W LI OF COUNTY RD BEING 27 FT  
E OF W LI OF SEC 34 N 16 DEG 30 MIN 0 SEC W PARL TO W LI 302 43/100 FT N 0 DEG 38 MIN 20  
SEC W ALG R/W 285 71/100 FT TO POB PLAT DB 128 P 575 OR 3646 P 923 OR 4739 P 975 LESS OR  
5962 P 1294 KNIGHT CA 188**

**SECTION 34, TOWNSHIP 2 S, RANGE 30 W**

**TAX ACCOUNT NUMBER 07-2089-000(0825-25)**

19.50  
419.30

# Corporate Warranty Deed

OR Bk3646 Pg0923  
INSTRUMENT 00157618

This Indenture, made this **8th** day of **September**  
A.D. 19 **94**, Between  
**First Missionary Baptist Church of Pensacola**

whose post office address is: **P.O. Box 3232**  
**Pensacola, Florida 32516**

a corporation existing under the laws of the State of  
Grantor, and  
**George E. Knight and Maria B. Knight, husband**  
**and wife**

whose post office address is:

**Grantees' SSN:**

Grantee,

**Witnesseth**, that the said Grantor, for and in consideration of the sum of ( **Ten & NO/100** )  
Dollars, to it in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and  
sold to the said Grantee forever, the following described land, situate, lying and being in the County of  
**Escambia**, State of Florida, to wit:  
**See Schedule "A" attached hereto and by this reference made a part**  
**hereof.**

D.S. PD. \$ 419.30

DATE 9-15-94

JOE A. FLOWERS, COMPTROLLER

BY: [Signature] D.C.  
CERT. REG. #59-2043328-27-01

**Subject to covenants, restrictions and easements of record. Subject**  
**also to taxes for 1993 and subsequent years.**

**Parcel Identification Number: 34-2S-30-1220-003-122**

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

**In Witness Whereof**, the said Grantor has caused this instrument to be executed in its name by its duly  
authorized officer and caused its corporate seal to be affixed the day and year first above written.

**First Missionary Baptist Church of**  
**Pensacola**

**Signed and Sealed in Our Presence:**

By: [Signature]  
**Perry D. Morton**  
**Its President**

[Signature]  
Name: **Johnny F. Dunn**

[Signature]  
Name: **Fred Keck**

(Corporate Seal)

State of **Florida**  
County of **Escambia**

The foregoing instrument was acknowledged before me this **8th** day of **September**, 19 **94**, by  
**Perry D. Morton**  
of **First Missionary Baptist Church of Pensacola**

a corporation existing under the laws of the State of **FLORIDA**, on behalf of the corporation.  
He/She is personally known to me or has produced **driver's license** as identification  
and did not take an oath.

**PREPARED BY: Crystal B. Davis**  
**RECORD & RETURN TO:**  
**Lawyers Title Agency of North Florida, Inc.**  
**2100 Creighton Road**  
**Pensacola, Florida 32504**

Print Name  
Notary Public  
My Commission Expires

[Signature]

**CRYSTAL B. DAVIS**  
Notary Public-State of Florida  
My Comm. exp. Sept. 12, 1997  
Comm. # CC 314953

Schedule A

PARCEL "B"

That portion of Sections 34 and 35, Township 2 South, Range 30 West, Escambia County, Florida described as follows:

Commencing at the Northwest corner of the said Section 34; thence North 00°00'00" West a distance of 156.74 feet to a concrete monument on the South right-of-way line of Fairfield Drive(70' R/W); thence Northeasterly along said right-of-way line, being a curve to the right, having a radius of 5769.65 feet and a chord bearing of North 88°22'17" East, and a chord distance of 62.69 feet to an iron rod in the East right-of-way line of a county road for the Point of Beginning.

Thence continue along the said Fairfield right-of-way line for a chord bearing of N87°49'13" E and a chord distance of 50.71 feet to a concrete monument at the point of curvature; Thence North 87°34'05" East for a distance of 146.15 feet to an iron rod; thence South 01°11'25" East, 387.13 feet to an iron rod; thence North 88°40'00" East, 217.50 feet to a concrete monument; thence South 00°55'00" East, 208.53 feet to an iron rod; thence North 88°41'00" West, 336.53 feet to an iron rod in the Easterly Right-of-Way line of said county road, said point being 27 feet East of and measured perpendicularly to the West line of said Section 34; thence North 16°30'00" West and parallel to said West line 302.43 feet to an iron rod; thence North 00°38'20" West along said right-of-way, along said East right of way line 285.71 feet to the Point of Beginning.

Return to  
Lawyers Title Agency of  
North Florida, Inc.  
55 South Baylen Street  
P.O. Box 12027  
Pensacola, Fla.

OR Bk3646 Pg0925  
INSTRUMENT 00157618

RESIDENTIAL SALES  
**DISCLOSURE REGARDING  
ABUTTING ROADWAYS**

**ATTENTION:** Pursuant to Escambia County Ordinance No. 94-13, Sellers of residential lots are required to disclose to the Buyer--

- (1) whether the roadways that abut the lot or lots to be purchased have been dedicated to public use or are privately held;
- (2) whether such roadways are built to County standards;
- (3) whether roadways will be maintained by the County, and if not, what person or entity will be responsible for maintenance, repair and improvements to the roadways; and
- (4) in the case of roadways not built to County standards, who will be responsible for bringing the roadways up to County standards.

Name of Roadway: \_\_\_\_\_

1. The roadway (X) has been dedicated ( ) has not been dedicated to Escambia County.

2. The roadway (X) has been built ( ) has not been built to meet County standards.

3. The County (X) has accepted ( ) has not accepted the responsibility of maintaining the roadway.

If not, it will be the responsibility of \_\_\_\_\_ to maintain, repair and improve the roadway.

4. It will be the responsibility of \_\_\_\_\_ to bring the roadway up to County standards for the purpose of dedication.

(If there is more than one abutting roadway or if more space is otherwise required, the Seller may attach additional pages so long as the number of pages is indicated on this page and both Seller and Buyer acknowledge each additional page by initial.)

( ) There will be \_\_\_ attachments incorporated herein comprising \_\_\_ additional pages.

This form completed by:

Name

Address

City, State, Zip Code

Ordinance No. 94-13 requires the disclosure be attached along with attachments to the deed or other method of conveyance required to be made part of the public records of Escambia County, Florida.

The recordation by County employees of this disclosure shall in no way be construed as a covenant by the County or an acknowledgment of the veracity of the disclosure statements.

Instrument 00157618

Filed and recorded in the  
public records  
SEPTEMBER 15, 1994  
at 08:48 A.M.  
in Book and Page noted  
above or hereon  
and record verified

AS TO SELLER(S):

Perry D. Morton  
Seller's Name: Perry D. Morton

Seller's Name: JOE A. FLOWERS,  
COMPTROLLER  
Escambia County,  
Florida

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 8th day of September, 1994, by  
Perry D. Morton; President of Florida/ of First Missionary Corporation)  
(corporation or individual) Baptist Church

and/by \_\_\_\_\_ (if corporation, title: \_\_\_\_\_, who signs  
(individual or corporate official)

this document on behalf of the corporation), who did not take an oath and who:  
is/are personally known to me.

XXX produced current Florida driver's license as identification; or  
produced current

Crystal B. Davis  
Signature of Notary Public

**CRYSTAL B. DAVIS**  
Name of Notary Public-State of Florida  
My Commission Expires: Sept. 12, 1997  
Commission Number: CC 314953

(Notary Seal must be affixed)

AS TO BUYER(S):

George E. Knight  
Buyer's Name: George E. Knight

Maria B. Knight  
Buyer's Name: Gloria B. Knight  
Maria

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 8th day of September, 1994, by  
George E. Knight (a Florida/ \_\_\_\_\_ Corporation)

(corporation or individual)  
and/by Gloria B. Knight (if corporation, title: \_\_\_\_\_, who signs  
(individual or corporate official)

this document on behalf of the corporation), who did not take an oath and who:  
is/are personally known to me.

XXX produced current Florida driver's license as identification; or  
produced current

Crystal B. Davis  
Signature of Notary Public

Name of Notary Printed  
My Commission Expires: \_\_\_\_\_  
Commission Number: \_\_\_\_\_

**CRYSTAL B. DAVIS**  
Notary Public-State of Florida  
My Comm. exp. Sept. 12, 1997  
Comm. # CC 314953

(Notary Seal must be affixed)

THIS FORM APPROVED BY THE  
ESCAMBIA COUNTY BOARD  
OF COUNTY COMMISSIONERS - 7/94

Return to  
Lawyers Title Agency of  
North Florida, Inc.  
55 South Baylen Street  
P.O. Box 12027  
Pensacola, Fla.



OR BK 4739 PG 0975  
Escambia County, Florida  
INSTRUMENT 2001-863167

DEED REC STAMPS PD @ ESC CO \$ 0.70  
07/17/01 ERNIE LEE MAGAHA, CLERK

By: *Ernie Lee Magaha*  
RCD JUL 17, 2001 03:25 PM  
Escambia County, Florida

Ernie Lee Magaha  
Clerk of the Circuit Court  
INSTRUMENT 2001-863167

This instrument was prepared by:

W. Joel Boles

RETURN TO:

George E. Knight and Maria B. Knight

6000 W. Fairfield Dr., Pensacola, FL 32506

Pensacola, FL

Parcel I.D. Number:

14-15-30-6000-000-066

## WARRANTY DEED

**KNOW ALL MEN BY THESE PRESENTS**, That **George E. Knight and Maria B. Knight, husband and wife**, Grantors, for and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell, convey and warrant unto **George E. Knight and Maria B. Knight, husband and wife**, as joint tenants with rights of survivorship and not as tenants in common, Grantees, Grantee's heirs, executors, administrators and assigns, forever, the following described property, situated in the County of **Escambia**, State of Florida to-wit:

### PARCEL "A"

THAT PORTION OF SECTIONS 34 AND 35, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA DESCRIBED AS FOLLOWS:  
COMMENCING AT THE NORTHWEST CORNER OF THE SAID SECTION 34; THENCE NORTH 00 DEGREES 00'00" WEST A DISTANCE OF 156.74 FEET TO A CONCRETE MONUMENT ON THE SOUTH RIGHT OF WAY LINE OF FAIRFIELD DRIVE (70' R/W), SAID POINT BEING ON A CIRCULAR CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 5769.65 FEET AND A DELTA ANGLE OF 00 DEGREES 37'21", THENCE NORTHEASTERLY ALONG SAID RIGHT OF WAY LINE AND CURVE FOR AN ARC DISTANCE OF 62.69 FEET (CHORD DISTANCE OF 62.69 FEET AND CHORD BEARING OF NORTH 88 DEGREES 22'17" EAST) THE EAST RIGHT OF WAY LINE OF 52<sup>ND</sup> AVENUE (60' R/W) FOR THE POINT OF BEGINNING.  
THENCE CONTINUE NORTHEASTERLY ALONG SAID SOUTH RIGHT OF WAY LINE AND CURVE FOR AN ARC FOR AN ARC DISTANCE OF 50.71 FEET (CHORD DISTANCE OF 50.71', DELTA ANGLE OF 00 DEGREES 30'13" AND CHORD BEARING OF NORTH 87 DEGREES 49'13" EAST) THENCE NORTH 87 DEGREES 34'05" EAST ALONG SAID RIGHT OF WAY LINE FOR A DISTANCE OF 146.15 FEET SOUTH 01 DEGREES 11'25" EAST FOR A DISTANCE OF 387.13 FEET THENCE SOUTH 88 DEGREES 40'00" WEST FOR A DISTANCE OF 172.49 FEET TO SAID EAST RIGHT OF WAY LINE; THENCE NORTH 16 DEGREES 30'00" WEST (THIS COURSE AND THE NEXT COURSE ARE ALONG SAID EAST RIGHT OF WAY LINE) FOR A DISTANCE OF 102.50 FEET; THENCE NORTH 00 DEGREES 38'20" WEST FOR A DISTANCE OF 284.67 FEET TO THE POINT OF BEGINNING.  
ALL LYING AND BEING IN SECTIONS 34 AND 35, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA CONTAINING 1.73 ACRES, MORE OR LESS.

\*\*This deed has been prepared at the request of the Grantor(s) without the benefit of a Title Search/ examination.

and the Grantor does hereby fully warrant the title to said land and will defend the same against lawful claims of all persons whomsoever. Subject to taxes for current year and to valid easements and restrictions of record affecting the above property, if any, which are not hereby reimposed. Subject also to reservation of grantor herein of all oil and gas rights.

**IN WITNESS WHEREOF**, we have hereunto set our hands and seals this 17<sup>th</sup> day of July, 2001, A.D.

Signed, Sealed and delivered as to both in the presence of:

Print name: Teresa Downs

Print name: D. TIMBIE

George E. Knight (SEAL)

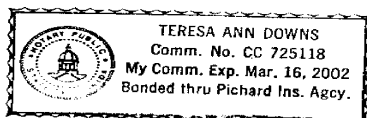
**GEORGE E. KNIGHT**

Maria B. Knight (SEAL)

**MARIA B. KNIGHT**

STATE OF FLORIDA  
COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of July, 2001, by **GEORGE E. KNIGHT AND MARIA B. KNIGHT**, who is personally known to me or who produced **DRIVERS LICENSE** as identification and did not take an oath.



Sign: Teresa Ann Downs  
Print: Teresa Ann Downs  
NOTARY PUBLIC - State of Florida

File No. \_\_\_\_\_  
Doc. \_\_\_\_\_  
Rec. \_\_\_\_\_  
TOTAL \_\_\_\_\_

LESS OUT PARCEL

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

**WARRANTY DEED**

KNOW ALL MEN BY THESE PRESENTS: That we, GEORGE E. KNIGHT and MARIA B. KNIGHT, husband and wife, Grantors, for and in consideration of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, has bargained, sold, conveyed and granted unto DAVE L. KNIGHT and RITA B. KNIGHT, husband and wife, Grantees, grantees heirs, executors, administrators and assigns, forever, the following described property, situate, lying and being in the County of Escambia, State of Florida, to wit:

ATTACHED EXHIBIT "A"

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, free from all exemptions and right of homestead.

Subject to taxes for current year and to valid easements and restrictions of record affecting the above property, if any, which are not hereby reimposed. Subject also to oil, gas, and mineral reservations of record.

And I covenant that I am well seized of an indefeasible estate in fee simple in the said property, and have a good right to convey the same; which this conveyance is made subject to, that it is free of lien or encumbrance, and that we, our heirs, executors and administrators, do fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever.

\*Wherever used herein, the term "grantee/grantor" shall include the heirs, personal representatives, successors and/or assigns of the respective parties hereto, the use of singular member shall include the plural, the plural the singular, the use of any gender shall include all gender.

IN WITNESS WHEREOF, Grantors has hereunto set hand and seal on the 29<sup>th</sup> day of April, 2005.

WITNESSES:

Sharon C. Tarter  
Print Sharon C. Tarter


BURTON E. STRUBNAR  
Print BURTON E. STRUBNAR

George E. Knight  
GEORGE E. KNIGHT  
Grantor

Maria B. Knight  
MARIA B. KNIGHT  
Grantor

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this the 29<sup>th</sup> day of April, 2005, by George E. Knight and Maria B. Knight, who ( ) are personally known to me or who ( ) has produced as identification and signed the foregoing instrument in my presence.

  
SHARON C. TARTER  
MY COMMISSION # DD 232149  
EXPIRES: July 14, 2007  
BURTON E. STRUBNAR, ESQUIRE  
3 West Garden Street ~ Suite 346  
Pensacola, Florida 32502  
(850) 432-7001  
Fla. Bar No. 176414

Sharon C. Tarter  
NOTARY PUBLIC

## **Exhibit "A"**

### **Legal Description:**

A portion of Sections 34 and 35, Township 2 South, Range 30 West, Escambia County, Florida being more particularly described as follows:

Commencing at the Northwest corner of said Section 34; thence North 00°00'00" West along the West line of Section 34 for a distance of 156.74 feet to the Southerly right of way line of Fairfield Drive (State Road S-289A, 70' R/W), said point being on a circular curve concave to the North having a radius of 5769.65 feet and a delta angle of 00°37'21"; thence Northeasterly along said right of way line for an arc distance of 62.69 feet (chord = 62.69', chord bearing = N88°22'17"E) for the Point of Beginning.

Thence continue Northeasterly along said right of way line for an arc distance of 50.71 feet (chord = 50.71', delta angle = 00°30'14", chord bearing = N 87°49'13"E) to the point of tangency; thence continue North 87°34'05" East along said right of way line for a distance of 146.15 feet; thence South 01°11'25" East for a distance of 218.5 feet; thence South 87°34'59" West for a distance of 198.71 feet, thence North 00°38'20" West for a distance of 209.92 feet to the said right of way line and the Point of Beginning.

All lying and being in Sections 34 and 35, Township 2 South, Range 30 West, Escambia County, Florida, Containing 0.87 acres, more or less.

42.00 R.  
490.00 D.  
280.00 An.

OR Bk3781 Pg0069  
INSTRUMENT 00212446

D S PD Deed \$0.00  
Mort \$490.00 ASUM \$0.00  
JUNE 6, 1995  
Jim Moye, Comptroller  
Cert. Reg. 59-2043328-27-01  
BY *M. Wray* D.C.

Received \$280.00  
In payment of Taxes due on  
Class C Intangible Personal  
Property, pursuant to FL Statutes  
JIM MOYE,  
COMPTROLLER  
Escambia County, FL

This instrument prepared by:  
W. CHRISTOPHER HART  
Clark, Partington, Hart, Larry,  
Bond, Stackhouse & Stone  
Post Office Box 13010  
Pensacola, FL 32591-3010  
(904) 434-9200

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

MORTGAGE AND SECURITY AGREEMENT

For Clerk's Use Only

THIS MORTGAGE AND SECURITY AGREEMENT, dated the 6th day of June, 1995, from **GEORGE E. KNIGHT and MARIA B. KNIGHT**, husband and wife, whose address is 900 Langley Avenue, Pensacola, FL 32504 (hereinafter the "Mortgagor"), to **BANK OF PENSACOLA**, a Florida banking corporation, whose address is Post Office Box 12966, Pensacola, FL 32591-2966, (hereinafter the "Mortgagee"), WITNESSETH:

**SECTION 1.**

1.01 **PREMISES.** Mortgagor, for and in consideration of the premises, as security for the Secured Indebtedness, as that term is hereinafter defined, and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby bargain, sell, convey and grant unto the Mortgagee, its successors and assigns, the following (hereinafter collectively the "Premises"):

A. **REAL PROPERTY.** That certain real property lying and being in Escambia County, Florida and being more particularly described on Exhibit "A" attached hereto and made a part hereof.

B. **IMPROVEMENTS.** All buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Real Property, all building materials, plans, specifications, drawings and books and records pertaining to design or construction of any buildings, structures and improvements now or hereafter situated on the Real Property, and all gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, elevators and motors, plumbing and heating fixtures, carpeting and other floor coverings, fire extinguishers and any other safety equipment required by governmental regulation or law, washers, dryers, water heaters, mirrors, mantles, air conditioning apparatus, refrigeration plants, refrigerators, cooking apparatus and appurtenances, window screens, awnings and storm sashes which are or shall be attached to said buildings, structures or improvements and all other furnishings, fixtures, machinery, equipment, appliances, materials, chattels, inventory, accounts, farm products, consumer goods, general intangibles and personal property of every kind and nature whatsoever, now or hereafter owned by Mortgagor and located in, on or about, or used or intended to be used with or in connection with the use, operation and enjoyment of the Real Property, including all extensions, additions, improvements, betterments, after-acquired property, renewals, replacements and substitutions, or proceeds from a permitted sale of any of the foregoing, and all the right, title and interest of Mortgagor in any such furnishings, furniture, fixtures, machinery, equipment, appliances, and personal property subject to or covered by any prior security agreements, conditional sales contract, chattel mortgage or similar liens or claims, all of which are hereby declared and shall be deemed to be fixtures and accessions to the Real Property and a part of the Premises as between the parties hereto and all persons claiming by, through or under them.

C. **APPURTENANCES.** All easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, and passages, sewer rights, water rights and powers, minerals, flowers, shrubs, trees and other emblements now or hereafter located on the Real Property or under or above the same or any part or parcel thereof and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances, reversions and remainders, whatsoever, in any way belonging, relating or appertaining to the Real Property or Improvements or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Mortgagor.

TO HAVE AND TO HOLD the same, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, to Mortgagee, its successors and assigns in fee simple forever.

1.02 **PERMITTED ENCUMBRANCES.** Mortgagor, for himself, his heirs, successors, assigns and legal representatives, covenants with Mortgagee, its successors and

assigns, that: (i) Mortgagor is indefeasibly seized of the Premises in fee simple; that Mortgagor has full power and lawful right to convey the same in fee simple as aforesaid; that it shall be lawful for Mortgagee, its successors and assigns at all times peaceably and quietly to enter upon, hold, occupy and enjoy the Premises and every part thereof; that the Premises and every part thereof is free from all encumbrances of every kind and character except for taxes assessed for the year of closing and those matters appearing on the survey dated September 7, 1994 by Oscar W. Pittman (the "Permitted Encumbrances"); that the Mortgagor will make such further assurances to perfect the fee simple title to the Premises in Mortgagee, its successors and assigns, as may reasonably be required; that the Mortgagor does hereby fully warrant the title to the Premises and every part thereof and will defend the same against the lawful claims of all persons whomsoever except for the Permitted Encumbrances; (ii) Mortgagor shall duly, promptly and fully perform, discharge, execute, effect, complete, comply with and abide by each and every of the stipulations, agreements, conditions and covenants of the Note and all other documents or instruments evidencing or securing the Secured Indebtedness, as those terms are hereinafter defined; (iii) the Premises and its use fully complies with all applicable building and zoning codes and other land use regulations, any applicable environmental laws or regulations, and any other applicable laws or regulations; (iv) no part of the Real Property has been artificially filled; and (v) Mortgagor has lawful access to the Premises from a public road.

**1.03 SECURED INDEBTEDNESS.** This conveyance is intended to be and is a real property Mortgage and a "Security Agreement" governed by the laws of the State of Florida concerning mortgages and the Uniform Commercial Code as adopted in Florida, and is intended to secure the payment of the following (the "Secured Indebtedness"):

A. The existing indebtedness represented by that certain promissory note (the "Note") of date even herewith for the sum of ONE HUNDRED FORTY THOUSAND and 00/100 (\$140,000.00) Dollars made by GEORGE E. KNIGHT and MARIA B. KNIGHT, husband and wife; DAVE L. KNIGHT and RITA B. KNIGHT, husband and wife; and JOSEPH F. BAMBA and ANNIE C. BAMBA, husband and wife, payable to the order of Mortgagee with interest from date until paid at the rate therein specified, the said principal and interest payable in the manner and upon the terms, provisions and conditions set forth in the Note, together with any and all renewals, extensions, modifications, consolidations and extensions thereof;

B. Such future or additional advances as may be made by Mortgagee at the option of Mortgagee to the Mortgagor, and also, the payment of any and all notes, liabilities, and obligations of the Mortgagor to Mortgagee, its successors or assigns, whether as maker, endorser, guarantor or otherwise, and whether such notes, liabilities or obligations, or any of them, be now in existence or accrue or arise hereafter, or be now owned or held by Mortgagee, or be acquired hereafter, it being the intent and purpose of the Mortgagor to secure, by the Mortgage, all notes, claims, demands, liabilities and obligations which Mortgagee, its successors or assigns, may have, hold or acquire at any time during the life of this Mortgage against the Mortgagor. Provided that, notwithstanding the foregoing, the total of all amounts secured hereby shall not exceed at any one time the sum of Two Hundred Eighty Thousand and 00/100 (\$280,000.00) Dollars; and provided, further, that all such advances, notes, claims, demands or liabilities and 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 the date of this Mortgage or within such lesser period of time as may hereafter be provided by law as a prerequisite for the sufficiency of actual notice or record notice of such advances, notes, claims, demands or liabilities and obligations as against the rights of creditors or subsequent purchasers for a valuable consideration. The Mortgagor hereby waives, on behalf of himself and his successors and assigns, the right to file for record a notice limiting the maximum principal amount which may be secured by this Mortgage as provided for in Florida Statutes 697.04(1)(b); and

C. The compliance with all the covenants, agreements and stipulations of this Mortgage, the Note, and any and all documents or instruments evidencing, securing or otherwise executed in connection with the Secured Indebtedness.

**1.04 ASSIGNMENT OF LEASES AND RENTS.** Mortgagor hereby assigns, transfers, sets over and pledges to Mortgagee, its successors and assigns, as further security and means for the discharge of the Secured Indebtedness, all leases of all or any part of the Premises now made, executed or delivered, whether written or verbal, or to be hereafter made, be the same written or verbal, and all of the rents, issues and profits of the Premises and the improvements now or hereafter thereon, which rents, issues and profits may become due and payable at any time during the life of this Mortgage when any amount shall be due and unpaid by the Mortgagor hereunder or when the Mortgagor shall otherwise be in default hereunder, whether said rents, issues and profits shall be due from the present or any future tenants or leases thereof, with full power and authority in Mortgagee or its assigns to collect and receive the same from said tenants or leases or from any real estate agent or other person collecting the same, and to give proper

receipts and acquittances therefor and after paying all commissions of any rental agent collecting the same and any attorney's fees and other expenses incurred in collecting the same to apply the net proceeds of such collections upon any and all indebtedness, obligations, undertakings or liabilities of the Mortgagor hereunder.

**SECTION 2.**

Mortgagor further covenants and agrees as follows:

**2.01 PAYMENT OF INDEBTEDNESS.** To pay all and singular the principal and interest and other sums of money payable by virtue of the Secured Indebtedness, as in the Note, any instrument or instruments evidencing one or more future or additional advances, and/or this Mortgage provided, promptly on the days that the same respectively become due.

**2.02 MAINTENANCE AND REPAIR:** To keep perfect and unimpaired the security hereby given and to permit, commit or suffer no waste, impairment or deterioration of the Premises or any part thereof. Mortgagor shall comply with all restrictive covenants, statutes, ordinances and requirements of any governmental authority relating to the Premises, and shall not join in, consent to or initiate any change in such restrictive covenants, statutes, ordinances or requirements without the express written consent of Mortgagee.

**2.03 TAXES, LIENS AND OTHER CHARGES.** To pay all and singular the taxes, assessments, obligations and encumbrances of every nature now on the Premises or that hereafter may be levied, assessed or imposed thereon when due and payable according to law and before they become delinquent; and if the same not be promptly paid Mortgagee may, at any time either before or after delinquency, pay the same without waiving or affecting its right to foreclose this Mortgage or any other right hereunder and all sums so paid shall become a part of the Secured Indebtedness and at the option of Mortgagee, shall bear interest from the date of each such payment at the maximum rate allowed by law. Upon notification from Mortgagee, Mortgagor shall pay to Mortgagee, together with and in addition to the payments of principal and interest payable under the terms of the Note secured hereby, on installment paying dates in the Note, until said Note is fully paid or until notification from Mortgagee to the contrary, an amount reasonably sufficient (as estimated by Mortgagee) to provide Mortgagee with funds to pay said taxes, assessments, insurance premiums, rents and other charges next due so that Mortgagee will have sufficient funds on hand to pay the same thirty (30) days before the date upon which they become past due. In no event shall Mortgagee be liable for any interest on any amount paid to it as herein required, and the money so received shall be held in a separate account, pending payment or application thereof as herein provided. As required by Mortgagee, Mortgagor shall furnish to Mortgagee, at least thirty (30) days before the date on which same will become past due, an official statement of the amount of said taxes, assessments, insurance premiums and rents next due, and Mortgagee shall pay said charges to the amount of the then unused credit therefor as and when they become severally due and payable. An official receipt therefor shall be conclusive evidence of such payment and the validity of such charges.

**2.04 INSURANCE.** Mortgagor will keep the Premises insured against loss or damage by fire, flood and such other risks and matters including, without limitation, business interruption, rental loss, public liability and boiler insurance, as Mortgagee may from time to time require in amounts required by Mortgagee, not exceeding in the aggregate 100% of the full insurable value of the Premises and shall pay the premiums for such insurance as same become due and payable. All policies of insurance (the "Policies") shall be issued by an insurer acceptable to Mortgagee and shall contain the standard New York Mortgagee non-contribution provision naming Mortgagee as the person to which all payments made by such insurance company shall be paid. Mortgagor will assign and deliver the Policies to Mortgagee. Not later than thirty (30) days prior to the expiration date of each of the Policies, Mortgagor will deliver to Mortgagee evidence satisfactory to Mortgagee of the renewal of each of the Policies. If the Premises shall be damaged or destroyed, in whole or in part, by fire or other casualty, Mortgagor shall give prompt notice thereof to Mortgagee. Sums paid to Mortgagee by any insurer may be retained and applied by Mortgagee toward payment of the Secured Indebtedness in such priority and proportions as Mortgagee in its discretion shall deem proper or, at the discretion of Mortgagee, the same may be paid, either in whole or in part, to Mortgagor for such purposes as Mortgagee shall designate. If Mortgagee shall receive and retain such insurance money, the lien of this Mortgage shall be reduced only by the amount thereof received after expenses of collection and retained by Mortgagee and actually applied by Mortgagee in reduction of the Secured Indebtedness.

**2.05 EXPENSES.** To pay all and singular the costs, charges and expenses, including reasonable attorneys' fees and costs of abstracts of title, incurred or paid at any time by Mortgagee or its assigns in collecting or attempting to collect the Secured Indebtedness or in foreclosing or attempting to foreclose this Mortgage or in enforcing any of its rights hereunder or incurred or paid by it because of

the failure on the part of the Mortgagor promptly and fully to perform the agreements and covenants of the instrument or instruments evidencing the Secured Indebtedness and this Mortgage; and said costs, charges and expenses shall be immediately due and payable and shall be secured by the lien of this Mortgage.

**2.06 CONDEMNATION.** Notwithstanding any taking of any property, herein conveyed and agreed to be conveyed, by eminent domain, alteration of the grade of any street or other injury to, or decrease in value of, the Premises by any public or quasi-public authority or corporation, Mortgagor shall continue to pay principal and interest on the Secured Indebtedness, and any reduction in the Secured Indebtedness resulting from the application by Mortgagee of any award or payment for such taking, alterations, injury or decrease in value of the Premises, as hereinafter set forth, shall be deemed to take effect only on the date of such receipt; and said award or payment may, at the option of Mortgagee, be retained and applied by Mortgagee toward payment of the Secured Indebtedness, or be paid over, wholly or in part, to Mortgagor for the purpose of altering, restoring or rebuilding any part of the Premises which may have been altered, damaged or destroyed as a result of any such taking, alteration of grade, or other injury to the Premises, or for any other purpose or object satisfactory to Mortgagee, but Mortgagee shall not be obligated to see to the application of any amount paid over to Mortgagor. If, prior to the receipt by Mortgagee of such award or payment, the Premises shall have been sold on foreclosure of this Mortgage, Mortgagee shall have the right to receive said award or payment to the extent of any deficiency found to be due upon such sale, with legal interest thereon, whether or not a deficiency judgment on this Mortgage shall have been sought or recovered or denied, and of the reasonable counsel fees, costs and disbursements incurred by Mortgagee in connection with the collection of such award or payment.

**2.07 REPAIRS BY MORTGAGEE.** Mortgagee shall have the right from time to time to expend such sums as it shall deem necessary to keep the Premises in good condition and repair, and all sums so expended shall be added to and become a part of the Secured Indebtedness and shall bear interest and be payable as herein provided for the payment of Secured Indebtedness and interest and the lien of this Mortgage shall extend to and secure the same.

**2.08 INDEMNIFICATION.** Mortgagor shall protect, indemnify and save harmless Mortgagee from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including without limitation attorneys' fees and expenses) imposed upon or incurred by or asserted against Mortgagee by reason of (a) ownership of this Mortgage, the Premises or any interest therein or receipt of any rents; (b) any accident, injury to or death of persons or loss of or damage to property occurring in, on or about the Premises or any part thereof or on the adjoining sidewalks, curbs, adjacent property or adjacent parking areas, streets or ways; (c) any use, nonuse or condition in, on or about the Premises or any part thereof or on the adjoining sidewalks, curbs, adjacent property or adjacent parking areas, streets or ways; (d) any failure on the part of Mortgagor to perform or comply with any of the terms of this Mortgage; or (e) performance of any labor or services or the furnishing of any materials or other property in respect of the Premises or any part thereof. Any amounts payable to Mortgagee by reason of the application of this paragraph shall become part of the Secured Indebtedness and shall bear interest and be payable as herein provided for the payment of the Secured Indebtedness and interest and the lien of this Mortgage shall extend to and secure the same. The obligations of Mortgagor under this paragraph shall survive any termination or satisfaction of this Mortgage.

**2.09 HAZARDOUS SUBSTANCES.** Mortgagor shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances (hereinafter defined) on or in the Premises. Mortgagor shall not do, nor allow anyone else to do, anything affecting the Premises that is in violation of any Environmental Law (hereinafter defined). Mortgagor shall promptly give Mortgagee written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Premises and any Hazardous Substance or Environmental Law of which Mortgagor has actual knowledge. If Mortgagor learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Premises is necessary, Mortgagor shall promptly take all necessary remedial actions in accordance with Environmental Law at Mortgagor's expense. As used in this paragraph, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law, and the following substances: (i) gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides and volatile solvents (other than such small quantities thereof as are generally recognized as being appropriate to normal use and to maintenance of the Premises), and (ii) materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph, "Environmental Law" means federal laws and laws of the jurisdiction where the Premises are located that relate to health, safety or environmental protection. To the maximum extent permitted by applicable law, Mortgagor shall indemnify Mortgagee and Mortgagee's successors, assigns, officers, directors, shareholders, employees, affiliates and

agents (collectively, the "Indemnitees") against any and all liabilities, losses, damages or expenses suffered or incurred by Indemnitees as the result of Mortgagor's failure to observe or perform any of the provisions of this paragraph, as a result of the failure of Mortgagor or any other person to comply with any Environmental Law affecting the Premises or as a result of the presence, storage, disposal or treatment on the Premises of any Hazardous Substance. The indemnification obligations of Mortgagor under this paragraph shall survive payment or satisfaction of the Secured Indebtedness and any acquisition of the Premises by Mortgagee by foreclosure of this Mortgage, by conveyance in lieu of foreclosure or otherwise, and such provisions shall remain in full force and effect as long as the possibility exists that Indemnitees may suffer or incur any such liabilities, losses, damages or expenses.

### SECTION 3

**3.01 EVENT OF DEFAULT.** Each of the following events shall constitute an "Event of Default" under this Mortgage: (i) should Mortgagor fail to pay the Secured Indebtedness or any part thereof, when and as the same shall become due and payable; (ii) should any warranty or representation of Mortgagor herein contained, or contained in any instrument, transfer, certificate, statement, conveyance, assignment or loan agreement given with respect to the Secured Indebtedness, prove untrue or misleading in any material aspect; (iii) should the Premises be subject to actual or threatened waste, or any part thereof be removed, demolished or materially altered so that the value of the Premises be diminished; (iv) should any federal tax lien or claim of lien for labor or material be filed of record against Mortgagor or the Premises and not be removed by payment or bond within thirty (30) days from date of recording; (v) should any claim of priority to this Mortgage by title, lien or otherwise be asserted in any legal or equitable proceeding which is not fully covered by applicable title insurance; (vi) should Mortgagor or any guarantor of the Secured Indebtedness make any assignment for the benefit of creditors, or should a receiver, liquidator or trustee of Mortgagor or any guarantor of the Secured Indebtedness or of any of Mortgagor's or any guarantor's of the Secured Indebtedness property be appointed, or should any petition for the bankruptcy, reorganization or arrangement of Mortgagor or any guarantor of the Secured Indebtedness pursuant to the Federal Bankruptcy Act or any similar statute, be filed, or should Mortgagor or any guarantor of the Secured Indebtedness be adjudicated a bankrupt or insolvent, or should Mortgagor or any guarantor of the Secured Indebtedness in any proceeding admit his insolvency or inability to pay his debts as they fall due or should Mortgagor, if a corporation, be liquidated or dissolved; (vii) should Mortgagor fail to keep, observe, perform, carry out and execute in every particular the covenants, agreement, obligations and conditions set out in this Mortgage, or in the Note or in any instrument given with respect to the Secured Indebtedness; (viii) should Mortgagor transfer, convey, encumber, mortgage, grant a security interest in or otherwise convey any interest in the Premises whatsoever without the prior written consent of Mortgagee excluding the creation of a purchase money security interest for household appliances, a transfer by devise, descent or by operation of law upon the death of a joint tenant or the grant of any leasehold interest of three (3) years or less not containing an option to purchase; (ix) should there occur, without the prior written consent of Mortgagee, any change in the ownership of Mortgagor, if Mortgagor is not an individual; (x) should an event of default or an event that but for the passage of time or giving of notice would constitute an event of default occur under the terms of any mortgage or any note secured by said mortgage or any other document or security instrument given in connection therewith given from Mortgagor to Mortgagee; (xi) should an event of default or an event that but for the passage of time or giving of notice would constitute an event of default occur under the terms of any other mortgage encumbering all or any portion of the Premises; or (xii) should Mortgagor hereafter attempt to limit the maximum principal amount which may be secured by this Mortgage.

**3.02 REMEDIES.** If an Event of Default occurs and remains uncured, then in either or any such event, the aggregate sum or sums secured hereby then remaining unpaid, with interest accrued at that time, and all moneys secured hereby, shall become due and payable forthwith, or thereafter, at the option of Mortgagee, or its assigns, as fully and completely as if all of the said sums of money were originally stipulated to be paid on such date, anything in the Note or any instrument or instruments or in this Mortgage to the contrary notwithstanding; and thereupon, or thereafter, at the option of Mortgagee, or its assigns, without notice or demand, suit at law or in equity may be prosecuted as if all moneys secured hereby had matured prior to its institution. The Mortgagee, or its assigns, may do either or both of the following as to the amount so declared due and payable: (i) bring an action to enforce payment of the amount so declared due and payable, with or without bringing an action to foreclose this Mortgage; and/or (ii) foreclose this Mortgage as to the amount so declared due and payable, and the Premises, or any part or parts thereof, in one or more sales as determined by Mortgagee, shall be sold to satisfy and pay the same with costs, expenses and allowances. In addition, Mortgagee shall also be entitled to take such action and avail itself of such remedies as may be available under the Uniform Commercial Code in effect in the State of Florida.



3.03 **RECEIVER.** In the event a suit shall be instituted to foreclose this Mortgage, Mortgagee, its successors or assigns, shall be entitled to apply at any time pending such foreclosure suit to the court having jurisdiction thereof for the appointment of a receiver for all and singular the Premises and of all the rents, income, profits, issues and revenues thereof, from whatsoever source derived, with the usual powers and duties of receivers in like cases and such appointment shall be made by such court as a matter of strict right to Mortgagee, its successors or assigns, without reference to the adequacy or inadequacy of the value of the property hereby mortgaged or to the solvency or insolvency of the Mortgagor, Mortgagor's legal representatives, successors or assigns, and that such rents, profits, incomes, issues, and revenues shall be applied by such receiver to the payment of the Secured Indebtedness, costs, and charges, according to the order of said court. The Mortgagor hereby specifically waives the right to object to the appointment of a receiver as described herein and hereby expressly consents that such appointment shall be made as an admitted equity and is Mortgagee's absolute right, and that the appointment may be done without notice to the Mortgagor. Mortgagor further consents to the appointment of Mortgagee or any officer or employee of Mortgagee as receiver.

**SECTION 4**

4.01 **PRIOR LIENS, LEASEHOLD, OR CONDOMINIUM.** If this is a junior Mortgage, or if this is a mortgage on a leasehold estate, Mortgagor shall pay all installments of principal and interest and perform each and every covenant and obligation of the prior mortgage or the lease. Failure of Mortgagor to do so shall constitute a default hereunder. Upon failure of Mortgagor to do so, Mortgagee may (but shall not be required to) make such payments or perform such covenants or obligations and the cost of same, together with interest at the maximum rate allowed by law, shall be payable by Mortgagor upon demand by Mortgagee and shall be secured by the lien of this Mortgage. If this is a junior Mortgage and Mortgagor increases the amount due on any prior mortgage without Mortgagee's prior written consent, Mortgagee may, at its option, immediately or thereafter declare this Mortgage and the indebtedness secured hereby due and payable forthwith and thereupon may, at its option, proceed to foreclose this Mortgage. If this is a Mortgage on a condominium or a planned unit development, Mortgagor shall perform all of Mortgagor's obligations under the declaration or covenants creating or governing the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Mortgagor and recorded together with this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider were a part hereof.

4.02 **NOTICES.** Any notice, election, or other communication required or permitted hereunder shall be in writing and shall be either: (i) delivered in person; (ii) sent by overnight courier service; or (iii) sent by certified or registered United States mail, return receipt requested, to the addresses for Mortgagor and Mortgagee set forth on the first page of this Mortgage. Any notice, election, or other communication delivered or mailed as aforesaid shall, if delivered in person, be effective upon date of delivery, if couriered by overnight delivery service be effective on the date of delivery and if mailed, such notice shall be effective upon date of actual receipt. Any notice delivered to the address or addresses set forth above to the respective party shall be deemed delivered if delivery thereof is rejected or refused at the address provided. Each party hereto may change its address and addressee for notice, election, and other communication from time to time by notifying the other parties hereto of the new address and addressee in the manner provided for giving notice herein.

4.03 **SUBROGATION.** To the extent of the Secured Indebtedness, Mortgagee is hereby subrogated to the lien or liens and to the rights of the owners and holders thereof of each and every mortgage, lien or other encumbrance on the Premises which is paid or satisfied, in whole or in part, from the proceeds of the loan evidenced by the Secured Indebtedness or from the proceeds of any future or additional advances, and the liens of said mortgages or other encumbrances, shall be and the same and each of them hereby are preserved and shall pass to and be held by Mortgagee herein as security for the Secured Indebtedness, to the same extent that it would have been preserved and would have been passed to and been held by Mortgagee had it been duly and regularly assigned, transferred, set over and delivered unto Mortgagee by separate deed of assignment, notwithstanding the fact that the same may be satisfied and cancelled of record, it being the intention that the same will be satisfied and cancelled of record by the holders thereof at or about the time of the recording of this Mortgage.

4.04 **GENERAL.** The provisions hereof shall be binding upon and shall inure to the benefit of Mortgagor, the heirs, executors, administrators, legal representatives, successors and assigns (including without limitation subsequent owners of the Premises) and shall be binding upon and inure to the benefit of Mortgagee, its successors and assigns and any future holder of the Secured Indebtedness hereby secured, and any successors or assigns of any future holder of the Secured Indebtedness. This Mortgage may not be changed, terminated or

modified orally or in any other manner than by an instrument in writing signed by the party against whom enforcement is sought. The captions or headings at the beginning of each Section hereof are for the convenience of the parties and are not a part of this Mortgage. In no event shall all charges in the nature of interest charged or taken on this Mortgage or in connection with the Secured Indebtedness exceed the maximum allowed by law and in the event such charges cause the interest to exceed said maximum allowed by law, such interest shall be recalculated, and such excess shall be credited to principal, it being the intent of the parties that under no circumstances shall the Mortgagor be required to pay any charges in the nature of interest in excess of the maximum rate allowable by law. In the case any one or more of the covenants, agreements, terms, or provisions contained in this Mortgage or in the Note shall be held or found invalid, illegal, or unenforceable in any respect, the validity of the remaining covenants, agreements, terms, or provisions contained herein and in the Note shall in no way be affected, prejudiced, or disturbed thereby. This Mortgage shall be governed and construed by the laws of the State of Florida. No act of Mortgagee shall be construed as an election to proceed under any one provision of the Mortgage or of the applicable statutes of the State of Florida to the exclusion of any other such provision, anything herein otherwise to the contrary notwithstanding. Time is of the essence of this Mortgage. No waiver of any covenant herein or in the obligations secured hereby shall at any time hereafter be held to be a waiver of any of the other terms hereof or of the Secured Indebtedness secured hereby, or future waiver of the same covenant. The use of any gender shall include all other genders. The singular shall include the plural. Mortgagor will execute and deliver promptly to Mortgagee on demand at any time or times hereafter, any and all further instruments reasonably acquired by Mortgagee to carry out the provisions of this Mortgage.

**4.05 ENTIRE AGREEMENT, WAIVER OF JURY TRIAL.** It is understood and agreed that: ANY CONTEMPORANEOUS OR PRIOR REPRESENTATIONS, STATEMENTS, UNDERSTANDINGS AND AGREEMENTS, ORAL OR WRITTEN, BETWEEN MORTGAGOR AND MORTGAGEE ARE MERGED INTO THIS MORTGAGE, WHICH ALONE FULLY AND COMPLETELY EXPRESSES THEIR AGREEMENT, AND THAT THE SAME IS ENTERED INTO AFTER FULL INVESTIGATION, NEITHER PARTY RELYING ON ANY STATEMENT OR REPRESENTATION MADE BY THE OTHER WHICH IS NOT EMBODIED IN THIS MORTGAGE. MORTGAGEE AND MORTGAGOR HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTION OF EITHER PARTY. THIS PARAGRAPH IS A MATERIAL INDUCEMENT FOR THE MORTGAGEE MAKING THE LOAN TO MORTGAGOR.

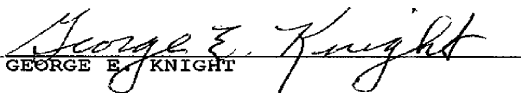
IN WITNESS WHEREOF, the Mortgagors have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered  
in the presence of:

  
VICKI S. BARNES  
[Type/Print Name of Witness]

  
JOYCE A. WILLIAMS  
[Type/Print Name of Witness]

MORTGAGOR:

  
GEORGE E. KNIGHT

  
MARIA B. KNIGHT

STATE OF FLORIDA           )  
                                  :  
COUNTY OF ESCAMBIA       )

The foregoing instrument was acknowledged before me this 6th day of June, 1995, by GEORGE E. KNIGHT and MARIA B. KNIGHT, husband and wife, (    ) who are personally known to me or ( ☒ ) who have shown me Florida drivers license as identification.

(NOTARIAL SEAL)

Joyce A. Williams  
(Print/Type Name)  
Commission number: \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

CPRE FILE NO. 95-0842



Joyce A. Williams  
Notary Public-State of Florida  
Commission exp. April 14, 1999  
Commission # CC448630

EXHIBIT "A"

That portion of Sections 34 and 35, Township 2 South, Range 30 West, Escambia County, Florida, described as follows:

Commencing at the Northwest corner of the said Section 34; thence North 00°00'00" West a distance of 156.74 feet to a concrete monument on the South right-of-way line of Fairfield Drive (70' R/W); thence Northeasterly along said right-of-way line, being a curve to the right, having a radius of 5769.65 feet and a chord bearing of North 88°22'17" East, and a chord distance of 62.69 feet to an iron rod in the East right-of-way line of a county road for the Point of Beginning.

Thence continue along the said Fairfield right-of-way line for a chord bearing of North 87°49'13" East and a chord distance of 50.71 feet to a concrete monument at the point of curvature; thence North 87°34'05" East for a distance of 146.15 feet to an iron rod; thence South 01°11'25" East 387.13 feet to an iron rod; thence North 88°40'00" East 217.50 feet to a concrete monument; thence South 00°55'00" East 208.53 feet to an iron rod; thence North 88°41'00" West 336.53 feet to an iron rod in the Easterly right-of-way line of said county road, said point being 27 feet East of and measured perpendicularly to the West line of said Section 34; thence North 16°30'00" West and parallel to said West line 302.43 feet to an iron rod; thence North 00°38'20" West along said right-of-way along said East right-of-way line 285.71 feet to the Point of Beginning.

Instrument 00212446

Filed and recorded in the  
public records  
JUNE 6, 1995  
at 03:13 P.M.  
in Book and Page noted  
above or hereon  
and record verified  
JIM MOYE,  
COMPTROLLER  
Escambia County,  
Florida

This instrument prepared by:  
✓ ROBERT L. STONE  
Clark, Partington, Hart, Larry,  
Bond, Stackhouse & Stone  
Post Office Box 13010  
Pensacola, FL 32591-3010  
(904)434-9200

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

**ASSIGNMENT OF MORTGAGE**

The undersigned, **BANK OF PENSACOLA**, a Florida banking corporation, (the "Assignor"), being the owner of that certain Mortgage (and the indebtedness secured thereby) made and executed by **GEORGE E. KNIGHT and MARIA B. KNIGHT, husband and wife**, (the "Mortgagor"), in favor of **BANK OF PENSACOLA**, dated June 6, 1995, and recorded in Official Records Book 3781, page 69, in the public records of Escambia County, Florida (hereinafter referred to as the "Mortgage"), for Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, hereby assigns, sets over and transfers all of its right, title and interest in the Mortgage, and the indebtedness secured by said Mortgage, and any document executed in connection therewith (collectively the "Loan Documents") to **AMSOUTH BANK OF FLORIDA, a Florida banking corporation**, (the "Assignee"), its successors and assigns, whose mailing address is 70 North Baylen Street, Pensacola, Florida 32501.

TO HAVE AND TO HOLD the same, together with all rights, privileges, improvements, tenements, hereditaments, and appurtenances appertaining thereto unto Assignee.

This Assignment is made by Assignor without recourse, except that Assignor hereby represents and warrants to Assignee:

1. That the unpaid principal balance of the indebtedness secured by the Loan Documents assigned hereby, as of the date hereof, is \$127,996.68.

2. That to Assignor's best knowledge, information and belief, as of the date hereof there is no valid defense or offset with respect to the validity and enforceability of any of the Loan Documents or with respect to the liability of Borrower thereunder.

3. That to Assignor's best knowledge, information and belief, as of the date hereof there does not exist any default or any state of facts which, but for the passage of time or giving of notice or both, would constitute a default under any of the provisions of the Loan Documents.

4. That Assignor has not transferred or released, directly or indirectly, any of its rights under the Loan Documents.

5. Assignor hereby covenants and agrees to execute and deliver to Assignee, on demand, at Assignee's cost and expense, all such other and further instruments, documents and assurances necessary in Assignee's opinion to ratify and confirm the foregoing Assignment.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed by its duly authorized corporate officer and its corporate seal to be duly affixed hereto this 30th day of May, 1997.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

Gail Flint  
Gail Flint  
Cori A. Enfinger  
CORI A. ENFINGER

BANK OF PENSACOLA

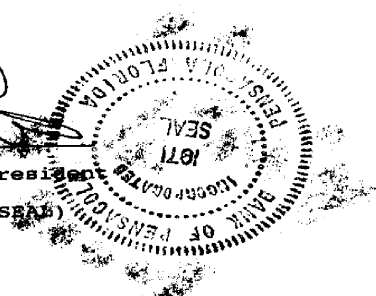
By:

Name:

Its

President

(CORPORATE SEAL)



OR BK 4135 PG1662  
Escambia County, Florida  
INSTRUMENT 97-390068

RCD Jun 03, 1997 11:58 am  
Escambia County, Florida

Ernie Lee Magaha  
Clerk of the Circuit Court  
INSTRUMENT 97-390068

STATE OF FLORIDA  
COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 30th day of  
May, 1997, by Robert L. Fair, the SR. Vice  
President of Bank of Pensacola, a Florida banking corporation,  
on behalf of said corporation. He/she is personally known to me.

Lori A. Enfinger  
Name:

Notary Public

My comm. expires: 8-2-98

Comm. #: CC 397181

(NOTARY SEAL)



CPH FILE NO. 97-0818

1050  
This instrument prepared by:  
ROBERT L. STONE  
Clark, Partington, Hart, Larry,  
Bond, Stackhouse & Stone  
Post Office Box 13010  
Pensacola, FL 32591-3010  
(904) 434-9200

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

**PARTIAL RELEASE OF MORTGAGE**

THE UNDERSIGNED owner of a mortgage (and of the indebtedness secured thereby), made by **GEORGE E. KNIGHT and MARIA B. KNIGHT, husband and wife**, to **BANK OF PENSACOLA**, in the principal sum of One Hundred Forty Thousand and 00/100 Dollars (\$140,000.00), dated June 6, 1995, and recorded in Official Records Book 3781, Page 69, as assigned by Assignment of Mortgage in favor of AmSouth Bank of Florida, dated May 30, 1997, and recorded in Official Records Book 4135, page 1661, all in the public records of Escambia County, Florida, does hereby acknowledge that the sum of Ten and 00/100 Dollars (\$10.00) has been paid, and for and in consideration of such payment on account of said indebtedness, does release from the lien of the above-mentioned mortgage the following described property, situate, lying and being in Escambia County, Florida:

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.**

**HOWEVER**, it is expressly understood and agreed that this release in no way and to no extent whatever shall affect the lien of the above-referenced Mortgage as to the remainder of the property described in and secured by said Mortgage and not released previously from its lien. The undersigned is now the owner of the above Mortgage and of the indebtedness secured by it.

IN WITNESS WHEREOF, the undersigned corporation has caused this instrument to be signed in its corporate name and its corporate seal affixed hereto by its duly authorized officer this 6TH day of March, 1998.

Signed, sealed and delivered  
in the presence of:

Pamela P. Wells  
Pamela P. Wells  
THOMAS ANNE ERNBE

AMSOUTH BANK, N.A.

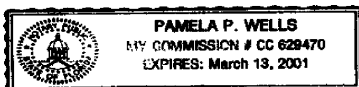
By: John E. Coyle

Its VICE President

(CORPORATE SEAL)

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 6TH day of March, 1998, by JOHN E. COYLE, the VICE President of AmSouth Bank, N.A., a national banking corporation, on behalf of said corporation. He/she is personally known to me.



(NOTARY SEAL)

Pamela P. Wells  
PAMELA P. WELLS  
NOTARY PUBLIC

My comm. expires: MARCH 13, 2001  
Commission #: CC 629470

OR BK 4236 PG 1665  
Escambia County, Florida  
INSTRUMENT 98-468377  
RCD Mar 24, 1998 02:21 pm  
Escambia County, Florida

Ernie Lee Magaha  
Clerk of the Circuit Court  
INSTRUMENT 98-468377

#### EXHIBIT "A"

That portion of Sections 34 and 35, Township 2 South, Range 30 West, Escambia County, Florida, described as follows:

Commencing at the Northwest corner of the said Section 34; thence North  $00^{\circ}00'00''$  West a distance of 156.74 feet to a concrete monument on the South right-of-way line of Fairfield Drive (70' R/W); thence Northeasterly along said right-of-way line, being a curve to the right, having a radius of 5769.65 feet and a chord bearing of North  $88^{\circ}22'17''$  East, and a chord distance of 62.69 feet to an iron rod in the East right-of-way line of a county road for the Point of Beginning.

Thence continue along the said Fairfield right-of-way line for a chord bearing of North  $87^{\circ}49'13''$  East and a chord distance of 50.71 feet to a concrete monument at the point of curvature; thence North  $87^{\circ}34'05''$  East for a distance of 146.15 feet to an iron rod; thence South  $01^{\circ}11'25''$  East 387.13 feet to an iron rod; thence North  $88^{\circ}40'00''$  East 217.50 feet to a concrete monument; thence South  $00^{\circ}55'00''$  East 208.53 feet to an iron rod; thence North  $88^{\circ}41'00''$  West 336.53 feet to an iron rod in the Easterly right-of-way line of said county road, said point being 27 feet East of and measured perpendicularly to the West line of said Section 34; thence North  $16^{\circ}30'00''$  West and parallel to said West line 302.43 feet to an iron rod; thence North  $00^{\circ}38'20''$  West along said right-of-way along said East right-of-way line 285.71 feet to the Point of Beginning.

#### LESS AND EXCEPT:

A portion of Sections 34 and 35, Township 2 South, Range 30 West, Escambia County, Florida being more particularly described as follows:

Commencing at the Northwest corner of said Section 34; thence North  $00^{\circ}00'00''$  West along the West line of Section 34 for a distance of 156.74 feet to the Southerly right of way line of Fairfield Drive (State Road 5-289A, 70' R/W), said point being on a circular curve concave to the North having a radius of 5769.65 feet and a delta angle of  $00^{\circ}37'21''$ ; thence Northeasterly along said right of way line for an arc distance of 62.69 feet (chord = 62.69', chord bearing = N  $88^{\circ}22'17''$  E) for the Point of Beginning.

Thence continue Northeasterly along said right of way line for an arc distance of 50.71 feet (chord = 50.71', delta angle =  $00^{\circ}30'14''$ , chord bearing = N  $87^{\circ}49'13''$  E) to the point of tangency; thence continue North  $87^{\circ}34'05''$  East along said right of way line for a distance of 146.15 feet; thence South  $01^{\circ}11'25''$  East for a distance of 192.00 feet; thence South  $87^{\circ}34'59''$  West for a distance of 198.71 feet; thence North  $00^{\circ}38'20''$  West for a distance of 192.22 feet to the said right of way line and the Point of Beginning.

All lying and being in Sections 34 and 35, Township 2 South, Range 30 West, Escambia County, Florida. Containing 0.87 acres, more or less.



STATE OF FLORIDA  
COUNTY OF ESCAMBIA

CERTIFICATE OF NOTICE OF MAILING  
NOTICE OF APPLICATION FOR TAX DEED

CERTIFICATE # 03223 of 2023

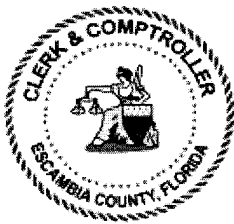
I, PAM CHILDERS, CLERK OF THE CIRCUIT COURT OF ESCAMBIA COUNTY, FLORIDA, do hereby certify that I did on June 19, 2025, mail a copy of the foregoing Notice of Application for Tax Deed, addressed to:

GEORGE E KNIGHT 900 LANGLEY AVE PENSACOLA, FL 32506	MARIA B KNIGHT 900 LANGLEY AVE PENSACOLA, FL 32506
---	--

GEORGE E KNIGHT 6000 W FAIRFIELD DR PENSACOLA, FL 32506	MARIA B KNIGHT 6000 W FAIRFIELD DR PENSACOLA, FL 32506
---	--

REGIONS BANK SUCC BY MERGER TO AMSOUTH BANK 70 NORTH BAYLEN ST PENSACOLA, FL 32501	REGIONS BANK SUCC BY MERGER TO AMSOUTH BANK 5214 LINCOLN RD EXT HATTIESBURG, MS 39402
--	---

WITNESS my official seal this 19th day of June 2025.



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 August 6, 2025, UNLESS THE TAXES ARE PAID. SHOULD YOU NEED FURTHER INFORMATION CONTACT THE TAX COLLECTOR IMMEDIATELY AT 850-438-6500 EXT. 3324.

## NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That **FIG 20 LLC** holder of **Tax Certificate No. 03223**, issued the **1st** day of **June, A.D., 2023** 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 34, TOWNSHIP 2 S, RANGE 30 W**

**TAX ACCOUNT NUMBER 072089400 (0825-25)**

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

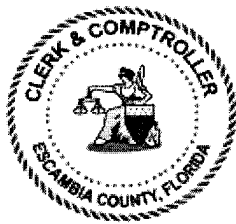
**GEORGE E KNIGHT and MARIA B KNIGHT**

Unless said certificate shall be redeemed according to law, the property described therein will be sold to the highest bidder at public auction at 10:00 A.M. on the **first** Wednesday in the month of August, which is the **6th day of August 2025**.

Dated this 12th day of June 2025.

TO RECEIVE FURTHER INFORMATION REGARDING THE UNPAID TAXES PLEASE CONTACT THE TAX COLLECTOR AT 850-438-6500 EXT. 3324, OR VISIT THE DOWNTOWN LOCATION AT 213 PALAFOX PLACE, PENSACOLA, FL 32502. THE PROPERTY WILL BE SOLD AT AUCTION UNLESS THE BACK TAXES ARE PAID.

IF YOU HAVE QUESTIONS REGARDING THE AUCTION PROCESS, PLEASE CONTACT THE TAX DEEDS DIVISION AT 850-595-3793 OR EMAIL [TAXDEEDS@ESCAMBIACLERK.COM](mailto:TAXDEEDS@ESCAMBIACLERK.COM)



PAM CHILDERS  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY, FLORIDA

By:  
Emily Hogg  
Deputy Clerk

IF THE PROPERTY PROCEEDS TO SALE, YOU WILL RECEIVE NOTICE FROM US REGARDING SURPLUS FUNDS. YOU MAY CLAIM THE FUNDS DIRECTLY FROM OUR OFFICE, FREE OF CHARGE. PAYING A FEE FROM THE SURPLUS FOR ASSISTANCE FROM A THIRD PARTY IS NOT REQUIRED.

## LEGAL DESCRIPTION

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## WARNING

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(see attached)

**SECTION 34, TOWNSHIP 2 S, RANGE 30 W**

**TAX ACCOUNT NUMBER 072089400 (0825-25)**

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

**GEORGE E KNIGHT and MARIA B KNIGHT**

Unless said certificate shall be redeemed according to law, the property described therein will be sold to the highest bidder at public auction at 10:00 A.M. on the **first** Wednesday in the month of August, which is the **6th** day of August 2025.

Dated this 10th day of June 2025.

TO RECEIVE FURTHER INFORMATION REGARDING THE UNPAID TAXES PLEASE CONTACT THE TAX COLLECTOR AT 850-438-6500 EXT. 3324, OR VISIT THE DOWNTOWN LOCATION AT 213 PALAFOX PLACE, PENSACOLA, FL 32502. THE PROPERTY WILL BE SOLD AT AUCTION UNLESS THE BACK TAXES ARE PAID.

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### Post Property:

**5135 W FAIRFIELD DR 32506**



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

By:  
Emily Hogg  
Deputy Clerk

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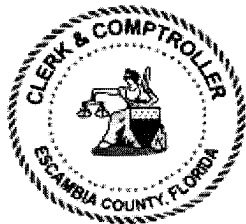
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### Personal Services:

**GEORGE E KNIGHT**  
900 LANGLEY AVE  
PENSACOLA, FL 32506

PAM CHILDERS  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY, FLORIDA



By:  
Emily Hogg  
Deputy Clerk

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### Personal Services:

**MARIA B KNIGHT**  
900 LANGLEY AVE  
PENSACOLA, FL 32506

PAM CHILDERS  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY, FLORIDA



By:  
Emily Hogg  
Deputy Clerk

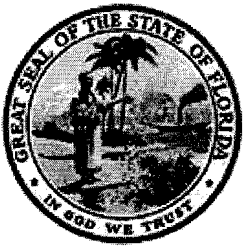
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Redeemed From Sale



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

**Tax Deed Sales - Redeemed From Sale**  
**Account: 072089400 Certificate Number: 003223 of 2023**

Date Of Redemption

Clerk's Check

Clerk's Total \$763.20

Postage

Tax Deed Court Registry \$729.20

Payor Name

MARIA B KNIGHT  
900 LANGLEY AVE  
PENSACOLA, FL 32506

Notes

**Submit**

**Reset**

**Print Preview**

**Print Receipt**

**Commit Redemption** ☒

ESCAMBIA COUNTY SHERIFF'S OFFICE  
ESCAMBIA COUNTY, FLORIDA

**NON-ENFORCEABLE RETURN OF SERVICE** *D825.25*

Document Number: ECSO25CIV023064NON

Agency Number: 25-007392

Court: TAX DEED

County: ESCAMBIA

Case Number: CERT NO 03223 2023

**Attorney/Agent:**

PAM CHILDERS  
CLERK OF COURT  
TAX DEED

**Plaintiff:** RE: GEORGE E KNIGHT AND MARIA B KNIGHT

**Defendant:**

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

Individual

Received this Writ on 6/27/2025 at 8:51 AM and served same on MARIA B KNIGHT , at 9:10 AM on 6/30/2025 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: \_\_\_\_\_

*[Signature]* 917  
G. FALLER, CPS

Service Fee: \$40.00

Receipt No: BILL

Printed By: LCMITCHE

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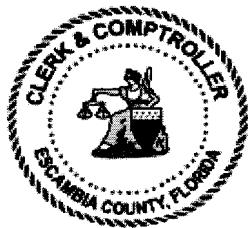
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**Personal Services:**

**MARIA B KNIGHT**  
900 LANGLEY AVE  
PENSACOLA, FL 32506

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



By:  
Emily Hogg  
Deputy Clerk

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RECEIVED  
2025 JUN 27 14 08:51  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY, FLORIDA

## LEGAL DESCRIPTION

BEG AT NW COR OF SEC 34 N 0 DEG W 156 74/100 FT TO S R/W LI OF FAIRFIELD DR NELY ALG R/W BEING CURVE TO RT RADIUS 5769 65/100 FT CH BRG N 88 DEG 22 MIN 17 SEC E CH DIST 62 69/100 FT TO E R/W LI OF A COUNTY RD FOR POB CONT ALG R/W CH BRG N 87 DEG 49 MIN 13 SEC E CH DIST 50 71/100 FT TO PC N 87 DEG 34 MIN 5 SEC E 146 15/100 FT S 1 DEG 11 MIN 25 SEC E 387 13/100 FT N 88 DEG 40 MIN 0 SEC E 217 50/100 FT S 0 DEG 55 MIN 0 SEC E 208 53/100 FT N 88 DEG 41 MIN 0 SEC W 336 53/100 FT TO ELY R/W LI OF COUNTY RD BEING 27 FT E OF W LI OF SEC 34 N 16 DEG 30 MIN 0 SEC W PARL TO W LI 302 43/100 FT N 0 DEG 38 MIN 20 SEC W ALG R/W 285 71/100 FT TO POB PLAT DB 128 P 575 OR 3646 P 923 OR 4739 P 975 LESS OR 5962 P 1294 KNIGHT CA 188

ESCAMBIA COUNTY SHERIFF'S OFFICE  
ESCAMBIA COUNTY, FLORIDA

**NON-ENFORCEABLE RETURN OF SERVICE** 0825.25

**Document Number:** ECSO25CIV023017NON

**Agency Number:** 25-007391

**Court:** TAX DEED

**County:** ESCAMBIA

**Case Number:** CERT NO 03223 2023

**Attorney/Agent:**

PAM CHILDERS  
CLERK OF COURT  
TAX DEED

**Plaintiff:** RE: GEORGE E KNIGHT AND MARIA B KNIGHT

**Defendant:**

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

Substitute

Received this Writ on 6/27/2025 at 8:51 AM and served same on GEORGE E KNIGHT , in ESCAMBIA COUNTY, FLORIDA, at 9:10 AM on 6/30/2025 by leaving 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, at the within named individual's usual place of abode, with a person residing therein who is 15 years of age, or older, to wit: MARIA KNIGHT, WIFE, as a member of the household and informing said person of their contents.

CHIP W SIMMONS, SHERIFF  
ESCAMBIA COUNTY, FLORIDA

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

G. FALLER, CPS

Service Fee: \$40.00

Receipt No: BILL

Printed By: LSTRAVIS

007391

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CLERK OF THE CIRCUIT COURT  
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By:  
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ESCAMBIA COUNTY, FL  
CLERK OF THE CIRCUIT COURT  
RECEIVED  
2025 JUN 27 AM 8:51

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ESCAMBIA COUNTY SHERIFF'S OFFICE  
ESCAMBIA COUNTY, FLORIDA

**NON-ENFORCEABLE RETURN OF SERVICE**

*D825.25*

**Document Number:** ECSO25CIV023041NON

**Agency Number:** 25-007354

**Court:** TAX DEED

**County:** ESCAMBIA

**Case Number:** CERT NO 03223 2023

**Attorney/Agent:**

PAM CHILDERS  
CLERK OF COURT  
TAX DEED

**Plaintiff:** RE: GEORGE E KNIGHT AND MARIA B KNIGHT

**Defendant:**

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

Received this Writ on 6/27/2025 at 8:49 AM and served same at 9:59 AM on 6/30/2025 in ESCAMBIA COUNTY, FLORIDA, by serving POST PROPERTY , the within named, to wit: , .

POSTED TO PROPERTY PER CLERKS OFFICE INSTRUCTIONS.

CHIP W SIMMONS, SHERIFF  
ESCAMBIA COUNTY, FLORIDA

By: *A. Duda 926*  
A. DUDA, CPS

Service Fee: \$40.00

Receipt No: BILL

Printed By: LSTRAVIS

007354

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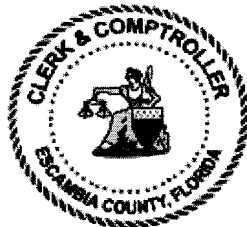
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**Post Property:**

**5135 W FAIRFIELD DR 32506**



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

By:  
Emily Hogg  
Deputy Clerk

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RECEIVED  
JUN 27 11 04 AM  
ESCAMBIA COUNTY FL  
CLERK OF THE CIRCUIT COURT

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GEORGE E KNIGHT [0825-25]  
900 LANGLEY AVE  
PENSACOLA, FL 32506

9171 9690 0935 0128 2414 81

MARIA B KNIGHT [0825-25]  
900 LANGLEY AVE  
PENSACOLA, FL 32506

9171 9690 0935 0128 2414 74

GEORGE E KNIGHT [0825-25]  
6000 W FAIRFIELD DR  
PENSACOLA, FL 32506

9171 9690 0935 0128 2414 67

MARIA B KNIGHT [0825-25]  
6000 W FAIRFIELD DR  
PENSACOLA, FL 32506

9171 9690 0935 0128 2414 50

REGIONS BANK SUCC BY MERGER  
TO AMSOUTH BANK [0825-25]  
70 NORTH BAYLEN ST  
PENSACOLA, FL 32501

9171 9690 0935 0128 2414 43

REGIONS BANK SUCC BY MERGER  
TO AMSOUTH BANK [0825-25]  
5214 LINCOLN RD EXT  
HATTIESBURG, MS 39402

9171 9690 0935 0128 2414 36

*redeemed*

## 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 August 6, 2025, UNLESS THE TAXES ARE PAID. SHOULD YOU NEED FURTHER INFORMATION CONTACT THE TAX COLLECTOR IMMEDIATELY AT 850-438-6500 EXT. 3324.

## NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That **FIG 20 LLC** holder of **Tax Certificate No. 03223**, issued the **1st** day of **June, A.D., 2023** 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 34, TOWNSHIP 2 S, RANGE 30 W**

**TAX ACCOUNT NUMBER 072089400 (0825-25)**

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

**GEORGE E KNIGHT and MARIA B KNIGHT**

Unless said certificate shall be redeemed according to law, the property described therein will be sold to the highest bidder at public auction at 10:00 A.M. on the **first** Wednesday in the month of August, which is the **6th** day of **August 2025**.

Dated this 12th day of June 2025.

TO RECEIVE FURTHER INFORMATION REGARDING THE UNPAID TAXES PLEASE CONTACT THE TAX COLLECTOR AT 850-438-6500 EXT. 3324, OR VISIT THE DOWNTOWN LOCATION AT 213 PALAFOX PLACE, PENSACOLA, FL 32502. THE PROPERTY WILL BE SOLD AT AUCTION UNLESS THE BACK TAXES ARE PAID.

IF YOU HAVE QUESTIONS REGARDING THE AUCTION PROCESS, PLEASE CONTACT THE TAX DEEDS DIVISION AT 850-595-3793 OR EMAIL [TAXDEEDS@ESCAMBIACLERK.COM](mailto:TAXDEEDS@ESCAMBIACLERK.COM)



PAM CHILDERS  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY, FLORIDA

By:  
Emily Hogg  
Deputy Clerk

IF THE PROPERTY PROCEEDS TO SALE, YOU WILL RECEIVE NOTICE FROM US REGARDING SURPLUS FUNDS. YOU MAY CLAIM THE FUNDS DIRECTLY FROM OUR OFFICE, FREE OF CHARGE. PAYING A FEE FROM THE SURPLUS FOR ASSISTANCE FROM A THIRD PARTY IS NOT REQUIRED.