



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

0326-02

Part 1: Tax Deed Application Information			
Applicant Name Applicant Address	ELEVENTH TALENT B, LLC PO BOX 769 PALM CITY, FL 34991	Application date	Jun 26, 2025
Property description	SMITH WARREN & SMITH MELANIA 7421 N JEFFERSON AVE CENTURY, FL 32535 7421 N JEFFERSON AVE 11-1830-200 BEG AT NE COR OF SEC S 81 DEG 59 MIN 54 SEC W ALG N LI 2217 18/100 FT TO CENTER LI OF 3RD ST (50 FT (Full legal attached.))	Certificate #	2023 / 5713
		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)
# 2023/5713	06/01/2023	4,179.36	587.72	4,767.08
→ Part 2: Total*				4,767.08

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)
# 2025/6047	06/01/2025	4,609.96	6.25	230.50	4,846.71
# 2024/5838	06/01/2024	4,434.70	6.25	384.34	4,825.29
Part 3: Total*					9,672.00

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)	14,439.08
2. Delinquent taxes paid by the applicant	0.00
3. Current taxes paid by the applicant	0.00
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
Total Paid (Lines 1-6)	14,814.08

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:		Escambia, Florida
Signature, Tax Collector or Designee		Date June 27th, 2025

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

Part 5: Clerk of Court Certified Amounts (Lines 8-14)

8. Processing tax deed fee	
9. Certified or registered mail charge	
10. Clerk of Court advertising, notice for newspaper, and electronic auction fees	
11. Recording fee for certificate of notice	
12. Sheriff's fees	
13. Interest (see Clerk of Court Instructions, page 2)	
14. Total Paid (Lines 8-13)	
15. Plus one-half of the assessed value of homestead property, if applicable under s. 197.502(6)(c), F.S.	
16. Statutory opening bid (total of Lines 7, 14, 15, and 16 if applicable)	
Sign here: _____	
Signature, Clerk of Court or Designee	
Date of sale <u>03/04/2026</u>	

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 NE COR OF SEC S 81 DEG 59 MIN 54 SEC W ALG N LI 2217 18/100 FT TO CENTER LI OF 3RD ST (50 FT R/W) S 50 DEG 26 MIN 36 SEC E 360 53/100 FT S 39 DEG 33 MIN 24 SEC W 25 FT TO SWLY R/W LI OF 3RD ST FOR POB S 40 DEG 20 MIN 44 SEC W 149 43/100 FT S 09 DEG 14 MIN 43 SEC W 8 11/100 FT S 50 DEG 0 MIN 16 SEC E 263 73/100 FT TO NWLY R/W LI OF JEFFERSON AVE (R/W UNKNOWN) N 39 DEG 59 MIN 46 SEC E 158 44/100 FT TO SWLY R/W LI OF 3RD ST N 50 DEG 26 MIN 36 SEC W ALG SWLY R/W LI 266 97/100 TO POB OR 8022 P 1930

APPLICATION FOR TAX DEED

Section 197.502, Florida Statutes

512
R. 12/16

Application Number: 2500585

To: Tax Collector of ESCAMBIA COUNTY, Florida

I,

ELEVENTH TALENT B, LLC
PO BOX 769
PALM CITY, FL 34991,

hold the listed tax certificate and hereby surrender the same to the Tax Collector and make tax deed application thereon:

Account Number	Certificate No.	Date	Legal Description
11-1830-200	2023/5713	06-01-2023	BEG AT NE COR OF SEC S 81 DEG 59 MIN 54 SEC W ALG N LI 2217 18/100 FT TO CENTER LI OF 3RD ST (50 FT R/W) S 50 DEG 26 MIN 36 SEC E 360 53/100 FT S 39 DEG 33 MIN 24 SEC W 25 FT TO SWLY R/W LI OF 3RD ST FOR POB S 40 DEG 20 MIN 44 SEC W 149 43/100 FT S 09 DEG 14 MIN 43 SEC W 8 11/100 FT S 50 DEG 0 MIN 16 SEC E 263 73/100 FT TO NWLY R/W LI OF JEFFERSON AVE (R/W UNKNOWN) N 39 DEG 59 MIN 46 SEC E 158 44/100 FT TO SWLY R/W LI OF 3RD ST N 50 DEG 26 MIN 36 SEC W ALG SWLY R/W LI 266 97/100 TO POB OR 8022 P 1930

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
ELEVENTH TALENT B, LLC
PO BOX 769
PALM CITY, FL 34991

06-26-2025
Application Date

Applicant's signature



Gary "Bubba" Peters

Escambia County Property Appraiser

[Real Estate Search](#)
[Tangible Property Search](#)
[Sale List](#)
[Back](#)
◀ Nav. Mode Ⓐ Account ○ Parcel ID ▶
[Printer Friendly Version](#)

General Information						Assessments					
Parcel ID:						Year	Land	Imprv	Total	<u>Cap Val</u>	
Account:						2024	\$5,914	\$429,121	\$435,035	\$232,579	
Owners:						2023	\$5,415	\$406,265	\$411,680	\$211,436	
Mail:						2022	\$5,415	\$382,351	\$387,766	\$192,215	
Situs:						Disclaimer					
Use Code:						Tax Estimator					
Taxing Authority:						Change of Address					
Tax Inquiry:						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					
10/01/2018	8022	1930	\$97,900	WD	N		Legal Description				
09/06/2017	7761	427	\$100	QC	Y		BEG AT NE COR OF SEC S 81 DEG 59 MIN 54 SEC W ALG N LI 2217 18/100 FT TO CENTER LI OF 3RD ST (50 FT R/W) S 50 DEG 26...				
01/07/2015	7297	1337	\$100	QC	Y		Extra Features				
04/05/2010	6588	789	\$100	CT	N		CHAINLINK FENCE				
12/2003	5329	889	\$99,000	WD	N		WOOD FENCE				
09/2000	4606	1175	\$135,000	WD	N						
05/1998	4266	1369	\$100	WD	N						
06/1986	2239	114	\$30,000	WD	N						
Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller											
Parcel Information						Launch Interactive Map					

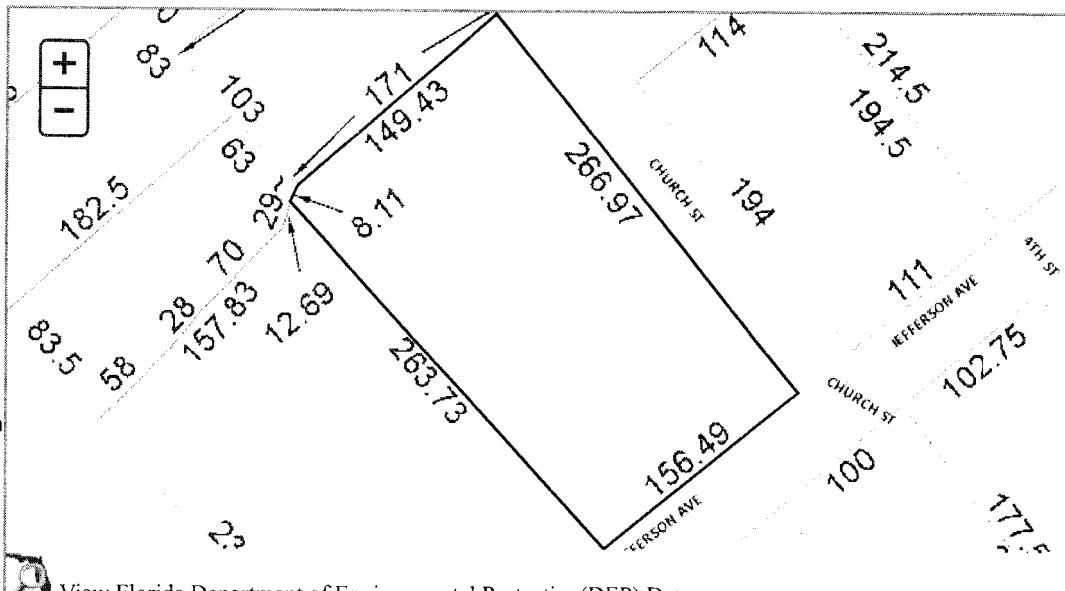
Section
Map Id:
08-5N-30-1

Approx.
Acreage:
0.9847

Zoned:

Evacuation & Flood Information

Open
Report



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

Buildings

Address: 7421 N JEFFERSON AVE, Improvement Type: SINGLE FAMILY, Year Built: 1907, Effective Year: 1970, PA Building ID#: 5832

Structural Elements

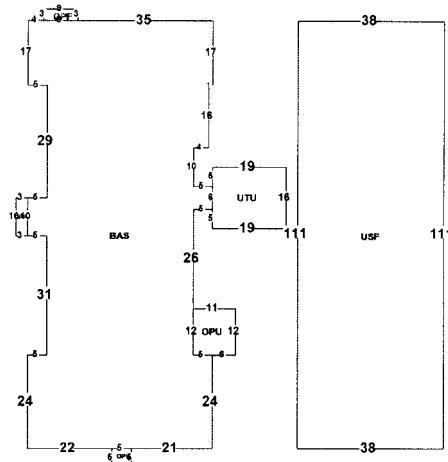
**DECOR/MILLWORK-AVERAGE
DWELLING UNITS-1
EXTERIOR WALL-SIDING-SHT.AVG.
FLOOR COVER-CARPET
FOUNDATION-WOOD/SUB FLOOR
HEAT/AIR-UNIT HEATERS
INTERIOR WALL-DRYWALL-PLASTER
INTERIOR WALL-WOOD/WALLBOARD
NO. PLUMBING FIXTURES-7
NO. STORIES-2
ROOF COVER-DIMEN/ARCH SHNG
ROOF FRAMING-GABLE
STORY HEIGHT-10
STRUCTURAL FRAME-WOOD FRAME**

 Areas - 9508 Total SF

BASE AREA - 4772

OPEN PORCH FIN - 57

OPEN PORCH UNF



300-03835



1/10/2022 12:00:00 AM



1/10/2022 12:00:00 AM

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

Last Updated:07/14/2025 (tc.122871)

NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That **ELEVENTH TALENT B LLC** holder of Tax Certificate No. 05713, 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:

BEG AT NE COR OF SEC S 81 DEG 59 MIN 54 SEC W ALG N LI 2217 18/100 FT TO CENTER LI OF 3RD ST (50 FT R/W) S 50 DEG 26 MIN 36 SEC E 360 53/100 FT S 39 DEG 33 MIN 24 SEC W 25 FT TO SWLY R/W LI OF 3RD ST FOR POB S 40 DEG 20 MIN 44 SEC W 149 43/100 FT S 09 DEG 14 MIN 43 SEC W 8 11/100 FT S 50 DEG 0 MIN 16 SEC E 263 73/100 FT TO NWLY R/W LI OF JEFFERSON AVE (R/W UNKNOWN) N 39 DEG 59 MIN 46 SEC E 158 44/100 FT TO SWLY R/W LI OF 3RD ST N 50 DEG 26 MIN 36 SEC W ALG SWLY R/W LI 266 97/100 TO POB OR 8022 P 1930

SECTION 08, TOWNSHIP 5 N, RANGE 30 W

TAX ACCOUNT NUMBER 111830200 (0326-02)

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

WARREN SMITH and MELANIA SMITH

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 March, which is the 4th day of March 2026.**

Dated this 15th day of July 2025.

For information regarding the Tax Deed auction, please contact the Tax Deeds Division at 850-595-3793 or email TAXDEEDS@ESCAMBIACLERK.COM.

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



By:
Emily Hogg
Deputy Clerk

 Search Property	 Property Sheet	 Lien Holder's	 Redeem_New	 Forms	 Courtview	 Benchmark
Redeemed From Sale						



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

Tax Deed Sales - Redeemed From Sale

Account: 111830200 Certificate Number: 005713 of 2023

Date Of
Redemption

Clerk's Check Clerk's Total

Postage Tax Deed Court Registry

Payor Name

Notes



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 #: 11-1830-200 CERTIFICATE #: 2023-5713

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 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: December 17, 2005 to and including December 17, 2025 Abstractor: Candace Thomas

BY



Michael A. Campbell,
As President
Dated: December 18, 2025

PROPERTY INFORMATION REPORT
CONTINUATION PAGE

December 18, 2025
Tax Account #: **11-1830-200**

- 1. The Grantee(s) of the last deed(s) of record is/are: **WARREN SMITH AND MELANIA SMITH**
By Virtue of General Warranty Deed recorded 12/28/2018 in OR 8022/1930**
- 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 Ole Buzzard, LLC recorded 12/28/2018 – OR 8022/1932**
 - b. Judgment in favor of Midland Credit Management, INC recorded 03/07/2025 – OR 9285/435**
- 4. Taxes:**

Taxes for the year(s) NONE are delinquent.

Tax Account #: 11-1830-200

Assessed Value: \$255,836.00

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

TAX DEED SALE DATE: MAR 3, 2026

TAX ACCOUNT #: 11-1830-200

CERTIFICATE #: 2023-5713

In compliance with Section 197.522, Florida Statutes, the following is a list of names and addresses of those persons, firms, and/or agencies having legal interest in or claim against the above-described property. The above-referenced tax sale certificate is being submitted as proper notification of tax deed sale.

YES NO

Notify City of Pensacola, P.O. Box 12910, 32521
 Notify Escambia County, 190 Governmental Center, 32502
 Homestead for 2025 tax year.

**WARREN SMITH
MELANIA SMITH
7421 N JEFERSON AVE
CENTURY, FL 32535**

**OLE BUZZARD, LLC
164 MIKEMO WAY
PENSACOLA, FL 32504**

**MIDLAND CREDIT MANAGEMENT, INC
PO BOX 290335
TAMPA, FL 33687**

**MELANIA SMITH
9995 HUMMINGBIRD BLVD
PENSACOLA, FL 32514**

Certified and delivered to Escambia County Tax Collector, this 18th day of December 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

December 18, 2025
Tax Account #:11-1830-200

**LEGAL DESCRIPTION
EXHIBIT "A"**

BEG AT NE COR OF SEC S 81 DEG 59 MIN 54 SEC W ALG N LI 2217 18/100 FT TO CENTER LI OF 3RD ST (50 FT R/W) S 50 DEG 26 MIN 36 SEC E 360 53/100 FT S 39 DEG 33 MIN 24 SEC W 25 FT TO SWLY R/W LI OF 3RD ST FOR POB S 40 DEG 20 MIN 44 SEC W 149 43/100 FT S 09 DEG 14 MIN 43 SEC W 8 11/100 FT S 50 DEG 0 MIN 16 SEC E 263 73/100 FT TO NWLY R/W LI OF JEFFERSON AVE (R/W UNKNOWN) N 39 DEG 59 MIN 46 SEC E 158 44/100 FT TO SWLY R/W LI OF 3RD ST N 50 DEG 26 MIN 36 SEC W ALG SWLY R/W LI 266 97/100 TO POB OR 8022 P 1930

SECTION 08, TOWNSHIP 5 N, RANGE 30 W

TAX ACCOUNT NUMBER 11-1830-200(0326-02)

Prepared by:
William E. Farrington, II
Wilson, Harrell, Farrington, Ford, et.al., P.A.
307 South Palafox Street
Pensacola, Florida 32502

File Number: 1-53419

General Warranty Deed

Made this October 1, 2018 A.D., By **Ole Buzzard, LLC, a Florida limited liability company**, whose post office address is: 164 Mikemo Way, Pensacola, Florida 32504, hereinafter called the grantor, to **Warren Smith and Melania Smith, husband and wife**, whose post office address is: 7421 North Jefferson AVenue, Century, Florida 32535, hereinafter called the grantee:

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

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

See Attached Exhibit "A"

Said property is not the homestead of the Grantor under the laws and constitution of the State of Florida in that neither Grantor nor any members of the household of Grantor reside thereon.

Parcel ID Number: 085N30-1214-000-000

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

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

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 2017.

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

Signed, sealed and delivered in our presence:

Angela E. Bonds
Witness Printed Name: **Angela E. Bonds**

Tonja Brown
Tonja Brown
Witness Printed Name

**State of Florida
County of Escambia**

The foregoing instrument was acknowledged before me this 1st day of October, 2018, by Robert E. Dale, Jr., Co-Trustee of the Dale Revocable Trust Agreement, dated October 21, 2014, as Manager, on behalf of Ole Buzzard, LLC, a Florida limited liability company, who is/are personally known to me or who has produced _____ as identification.

Ole Buzzard, LLC, a Florida limited liability company

Robert E. Dale, Jr., Co-Trustee of the Dale Revocable Trust
Agreement, dated October 21, 2014, Manager
Address: 164 Mikemo Way, Pensacola, Florida 32504

Address: 164 Mikemo Way, Pensacola, Florida 32504



TONJA BROWN
MY COMMISSION # FF 203888
EXPIRES: April 13, 2019
Bonded Thru Budget Notary Services

Notary Public
Print Name:

Exhibit "A"

Commence at an axle marking the Northeast corner of Section 8, Township 5 North, Range 30 West, Escambia County, Florida; thence go South 81 degrees 59 minutes 54 seconds West along the North line of said Section 8 a distance of 2217.18 feet to the centerline of 3rd Street (50 foot right-of-way); thence go South 50 degrees 26 minutes 36 seconds East along said centerline a distance of 360.53 feet; thence go South 39 degrees 33 minutes 24 seconds West a distance of 25.00 feet to the Southwesterly right-of-way line of said 3rd Street and the Point of Beginning; thence go South 40 degrees 20 minutes 44 seconds West along an old 6 foot chainlink fence a distance of 149.43 feet to a fence post; thence go South 09 degrees 14 minutes 43 seconds West along said fence a distance of 8.11 feet; thence go South 50 degrees 00 minutes 16 seconds East a distance of 263.73 feet to the apparent Northwesterly right-of-way line of Jefferson Avenue (right-of-way unknown); thence go North 39 degrees 59 minutes 46 seconds East along said Northwesterly right-of-way line a distance of 158.44 feet to the Southwesterly right-of-way line of said 3rd Street; thence go North 50 degrees 26 minutes 36 seconds West along said Southwesterly line a distance of 266.97 feet to the Point of Beginning. The above described Parcel of land is situated in Section 8, Township 5 North, Range 30 West, Escambia County, Florida.

This Document Prepared By and Return to:

William E. Farrington, II
Wilson, Harrell, Farrington, Ford, et. al., P.A.
307 South Palafox Street
Pensacola, FL 32502
File # 1-53419

Mortgage

THIS MORTGAGE made this 1st day of **October** A.D. **2018** between **Warren Smith and Melania Smith, husband and wife**, herein called Mortgagor, in consideration of the sum named in the promissory note herein described received from **Ole Buzzard, LLC, a Florida limited liability company**, herein called Mortgagee, (the terms "Mortgagor" and "Mortgagee" include all parties in each capacity to this instrument and their respective heirs, personal representatives, successors and assigns; the term "note" includes all promissory notes described herein) Mortgagor hereby mortgages to Mortgagee the real property in **Escambia County, Florida**, described as:

SEE ATTACHED EXHIBIT "A"

085N30-1214-000-000

as security for the following:

One Promissory Note of even date herewith securing the principal sum of \$97,900.00 plus interest at the rate of 8.89% made by the said Warren Smith and Melania Smith, husband and wife, and payable to Ole Buzzard, LLC, a Florida limited liability company, in 360 monthly principal and interest payments of \$780.00, with the final due and payable no later than the 1st day of October, 2048.

TOGETHER with all easements, connected therewith, improvements now or hereafter made thereon, fixtures attached thereto, any furniture or furnishings located thereon or therein and any reversions, remainders, rents, issues and profits thereof as security for the payment of the above referenced promissory note.

AND Mortgagor hereby covenants:

1. That Mortgagor is in actual possession and seized of said real property in fee simple with full power and lawful right to mortgage the same; that said property is free from all liens and encumbrances except as set forth herein; that Mortgagor fully warrants the title to said real property and will defend the same against lawful claims of all persons whomsoever.

2. To pay all money required by said note and this mortgage, or either, promptly when due.

3. To pay all taxes, assessments, levies, liabilities, obligations and encumbrances of every description now on or which may hereafter accrue on said property, this mortgage and the debt secured hereby, or any of these, when due. If any part thereof not paid when due, Mortgagee may pay it without waiving the option to foreclose this mortgage or any other right hereunder.

4. To pay all costs and expenses together with reasonable attorney's fees (including appellate proceedings) incurred by Mortgagee because of any default by Mortgagor under this mortgage and said note, or either.

5. To keep the improvements now or hereafter on said property insured against loss by fire or other hazards included in the terms "extended coverage" and "other perils" in the amount secured by this mortgage by an insurer approved by Mortgagee. The policy shall be held by and made payable to Mortgagee by standard New York mortgagee clause without contribution as Mortgagee's interest may appear. If any money becomes payable under such policy, then all checks for said money will be made payable to Mortgagor and Mortgagee and the proceeds shall be first applied to restore the mortgaged property to the condition it was immediately before the loss occurred and if there be any excess or if the property not so restored then Mortgagee may apply the same to the payments last due on the debt secured hereby or may permit Mortgagor to use it, or any part thereof, for other purposes without waiving or impairing any lien or right hereunder. If Mortgagor fails to obtain such policy, Mortgagee may procure it and pay therefore without waiving the option to foreclose this mortgage or any other right hereunder.

6. To permit, commit or suffer no waste, impairment or deterioration of said property or any part thereof.

7. That if said property, or any part thereof, is taken by eminent domain, Mortgagee shall have the right to receive and apply all money paid for such taking to the payments last due on the debt secured hereby or may permit Mortgagor to use it, or any part thereof, for other purposes without waiving or impairing any

lien or right under this mortgage. If the remaining part of said property is inadequate security for the unpaid balance of said debt, Mortgagee may accelerate payment thereof immediately.

8. That if Mortgagee shall hold another mortgage or lien on said property, a default under such other mortgage or lien shall constitute a default under this mortgage also. Any default under this mortgage shall likewise constitute a default under such other mortgage or lien. If foreclosure proceedings under any mortgage or lien (whether held by Mortgagee or another) affecting said property are instituted, this shall constitute a default under this mortgage.

9. That Mortgagee may forbear to enforce defaults under this mortgage and said note, or either, or may extend the time for payment of any money secured hereby or may take other or additional security and may deal directly with any owner of said property in all respects pertaining to this mortgage and said note, or either, without notice to or the consent of any person liable under this mortgage and said note, or either, and without discharging or affecting the liability of any person liable under this mortgage and said note, or either.

10. That the rents, profits, income, issues and revenues of said property (including any personal property located thereon or therein) are assigned and pledged as further security for the payment of the debt secured hereby with the right (but no duty) on the part of Mortgagee to demand and receive and apply them on said debt at any time after a default hereunder. If suit is instituted to foreclose or reform this mortgage or to determine the validity or priority thereof, Mortgagee shall be entitled to appointment of a receiver pendentile without notice for said property and of all rents, income, profits, issues and revenue thereof. It is covenanted and agreed that the court shall forthwith appoint a receiver of said property and of such rents, income, profits, issues and revenues. Such appointment shall be made as a matter of strict right to Mortgagee without reference to the adequacy or inadequacy of the value of the property hereby mortgaged or to the solvency or insolvency of Mortgagor.

11. That if any dispute arises involving said note and this mortgage, or either, wherein Mortgagee incurs any costs (regardless of whether or not legal proceedings are instituted) or if any action or proceeding (including appellate proceedings) shall be maintained by any person other than Mortgagee wherein Mortgagee is made a party, all expenses incurred by Mortgagee to prosecute or defend the rights created by this mortgage and said note, or either, together with reasonable attorney's fees and costs, whether same be rendered for negotiation, trial or appellate work, shall be paid by Mortgagor.

12. That if any money secured hereby is not fully paid within **THIRTY (30)** days after it becomes due, or if any covenant or agreement of said note and this mortgage, or either, is breached, Mortgagee shall have the option to accelerate payment of the entire principal and any other money secured hereby as immediately due and payable without notice. Time is of the essence of this mortgage. Any payment made by Mortgagee under paragraphs 3, 4, 5, or 11 shall bear interest at the maximum legal rate from the date of payment and shall be secured by this mortgage. No waiver of or failure to enforce any default or obligation under this mortgage and said note, or either, shall constitute a waiver of any subsequent default or of the terms of either instrument. If there is any conflict between the terms of this mortgage and said note, the terms of this mortgage shall prevail.

13. Upon Lender's written request, in addition to the payments required under the Note and on the day each monthly payment is due under the Note, Borrower shall pay to Lender an amount approved by lender, for: (a) the yearly ad valorem taxes and assessments due with respect to the Property; (b) condominium and homeowners' association or planned unit development periodic or special assessments due with respect to the Property, if any; (c) ground rents, if any; and (d) yearly premium for the hazard insurance required under this Mortgage and for flood insurance or mortgage insurance, if any; and (e) other incidentals, if any; all as reasonably estimated from time to time by Lender (the "deposits").

Lender shall hold all deposits in an institution, the deposits or accounts of which are insured or guaranteed by a Federal or State agency. Lender shall pay all taxes, assessments, insurance premiums, ground rents, and other charges for which Borrower has paid deposits to Lender as and when they are due (and taking advantage of the maximum available discount), but only if Borrower provides Lender with sufficient cleared funds. If the deposits are insufficient, Lender shall notify Borrower of the amount of the deficiency within 15 days after Lender receives notification of the amounts due. Within ten days after Lender's notice, Borrower shall pay Lender all additional sums necessary to make up the deficiency in the deposits necessary to pay all taxes, assessments, insurance premiums, or other charges assessed against the Property.

If the deposits exceed the amount required to pay the taxes, assessments, insurance premiums, ground rents and other charges as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited against the next due payment of deposits. If Lender determines that the deposits will not be sufficient to pay the taxes, assessments, insurance premiums, ground rents, and other charges as they fall due, upon Lender's demand, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower all deposits then held by Lender. If after a default the Property is sold, immediately prior to the sale Lender shall apply all deposits then held by Lender as a credit against the indebtedness secured by this Mortgage.

If yearly ad valorem taxes and assessments on the Property are paid by Borrower, then Borrower shall furnish Lender with receipts or other evidence of such payment at least ten (10) days before said ad valorem taxes and assessments are due. If Borrower fails to do so, Lender, without waiving the option to foreclose, may make such payments as Lender may consider necessary or advisable for the protection of Lender's interest in the Property, and any expenses reasonably incurred by Lender in so doing shall bear interest at the rate specified in the Note, and, together with all interest earned therein, shall be secured by this Mortgage. Such amounts shall be due and payable upon Lender's demand.

In Witness Whereof, the mortgagor its hand and seal hereunto set the day and year first above written.

Signed, sealed and delivered in our presence:

Printed Name: Warren Smith 
Witness

Printed Name: Melania Smith 
Witness

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this **1st** day of **October, 2018** by **Warren Smith and Melania Smith**, they are personally known to me or have produced **driver's license** as identification.


Printed Name: Tonja Brown
Notary Public
My Commission Expires: 11



Exhibit "A"

Commence at an axle marking the Northeast corner of Section 8, Township 5 North, Range 30 West, Escambia County, Florida; thence go South 81 degrees 59 minutes 54 seconds West along the North line of said Section 8 a distance of 2217.18 feet to the centerline of 3rd Street (50 foot right-of-way); thence go South 50 degrees 26 minutes 36 seconds East along said centerline a distance of 360.53 feet; thence go South 39 degrees 33 minutes 24 seconds West a distance of 25.00 feet to the Southwesterly right-of-way line of said 3rd Street and the Point of Beginning; thence go South 40 degrees 20 minutes 44 seconds West along an old 6 foot chainlink fence a distance of 149.43 feet to a fence post; thence go South 09 degrees 14 minutes 43 seconds West along said fence a distance of 8.11 feet; thence go South 50 degrees 00 minutes 16 seconds East a distance of 263.73 feet to the apparent Northwesterly right-of-way line of Jefferson Avenue (right-of-way unknown); thence go North 39 degrees 59 minutes 46 seconds East along said Northwesterly right-of-way line a distance of 158.44 feet to the Southwesterly right-of-way line of said 3rd Street; thence go North 50 degrees 26 minutes 36 seconds West along said Southwesterly line a distance of 266.97 feet to the Point of Beginning. The above described Parcel of land is situated in Section 8, Township 5 North, Range 30 West, Escambia County, Florida.

Filing # 217827893 E-Filed 02/28/2025 02:40:05 PM

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

CASE NO.: 2024 SC 007805

MIDLAND CREDIT
MANAGEMENT, INC.
P.O. BOX 290335
TAMPA, FL 33687
Plaintiff,
vs.
MELANIA SMITH
9995 HUMMINGBIRD BLVD
PENSACOLA, FL 32514
Defendants. /

DEFAULT FINAL JUDGMENT

THIS ACTION came before the court, and a default having been entered against the Defendant:

IT IS ORDERED AND ADJUDGED that Plaintiff, whose address is P.O. BOX 2121, WARREN MI 48090, recover from Defendant, MELANIA SMITH, 9995 HUMMINGBIRD BLVD, PENSACOLA, FL 32514 the sum of \$4,741.94 in principal, \$0.00 in prejudgment interest, costs of \$371.42, less \$0.00 in payments, for a total of \$5,113.36, that shall bear interest at the statutory rate, for all of which let execution issue.

IT IS FURTHER ORDERED AND ADJUDGED that the Defendant shall complete Florida Small Claims Rules Form 7.343 (Fact Information Sheet) and return it to the Plaintiff, MIDLAND CREDIT MANAGEMENT, INC., within forty-five (45) days from the date of this Final Judgment, unless the Final Judgment is satisfied or a motion for new trial or notice of appeal is filed. The completed Fact Information Sheet can be e-mailed to IL_FL@mcmcg.com or mailed to P.O. Box 2121 Warren, Michigan, 48090. The Fact Information Sheet should not be filed with the Court and need not be recorded in the Public Records. Jurisdiction of this case is retained to enter further orders that are proper to compel the defendant to complete form 7.343 and return it to the Plaintiff.

DONE AND ORDERED in chambers, in ESCAMBIA COUNTY, FLORIDA, this _____
day of _____ 2025.

02/28/2025 12:30:48

2024 SC 007805

JUDGE

Copies to:

MIDLAND CREDIT MANAGEMENT, INC., PO BOX 2121 WARREN MI 48090
IL_FL@mcmcg.com

Defendant(s):

MELANIA SMITH 9995 HUMMINGBIRD BLVD PENSACOLA, FL 32514
melamoya@gmail.com