

**ERNIE LEE MAGAHA**  
CLERK OF THE CIRCUIT COURT



**BRANCH OFFICES**  
ARCHIVES AND RECORDS  
JUVENILE DIVISION

CENTURY

ARCHIVES AND RECORDS  
CHILD SUPPORT  
CIRCUIT CIVIL  
CIRCUIT CRIMINAL  
COUNTY CIVIL  
COUNTY CRIMINAL  
DOMESTIC RELATIONS  
FAMILY LAW  
JURY ASSEMBLY  
JUVENILE  
MENTAL HEALTH  
MIS  
OPERATIONAL SERVICES  
PROBATE  
TRAFFIC

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

CLERK TO THE BOARD OF  
COUNTY COMMISSIONERS

OFFICIAL RECORDS  
COUNTY TREASURY  
AUDITOR

## IMAGING COVER PAGE

This cover page is not a part of the original documents but is  
necessary to avoid obscuring any information on  
the original documents

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Case: 2008 TD 001788



00047222695

Dkt: TD83 Pg#:

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**Original Documents Follow**

# TAX COLLECTOR'S CERTIFICATION

Application  
Date / Number  
Sep 30, 2010 / 2525

This is to certify that the holder listed below of Tax Sale Certificate Number **2008 / 1788**, issued the **30th** day of **May, 2008**, and which encumbers the following described property located in the County of Escambia, State of Florida to wit: **Parcel ID Number: 04-0912-230**

**Certificate Holder:**  
HEARTWOOD 91-4, LLC  
PO BOX 5707  
FT LAUDERDALE, FLORIDA 33310

**Property Owner:**  
MYRICK JEFFREY V  
6449 BELLVIEW PINES PL  
PENSACOLA, FLORIDA 32526

**Legal Description:** 39-1S3-052  
LT 4 BLK C BELLVIEW PINES UNIT NO 9 PB 12 P 68 OR 4473 P 290

has surrendered same in my office and made written application for tax deed in accordance with Florida Statutes. I certify that the following tax certificates, interest, ownership and encumbrance report fee, and Tax Collector's fees have been paid:

**CERTIFICATES OWNED BY APPLICANT AND FILED IN CONNECTION WITH THIS TAX DEED APPLICATION:**

Cert. Year	Certificate Number	Date of Sale	Face Amt	T/C Fee	Interest	Total
2008	1788	05/30/08	\$952.93	\$0.00	\$184.23	\$1,137.16

**CERTIFICATES REDEEMED BY APPLICANT OR INCLUDED (COUNTY) IN CONNECTION WITH THIS APPLICATION:**

Cert. Year	Certificate Number	Date of Sale	Face Amt	T/C Fee	Interest	Total
2010	2471	06/01/10	\$747.80	\$6.25	\$37.39	\$791.44
2009	2468	06/01/09	\$766.63	\$6.25	\$172.49	\$945.37

1. Total of all Certificates in Applicant's Possession and Cost of the Certificates Redeemed by Applicant or Included (County)
2. Total of Delinquent Taxes Paid by Tax Deed Application
3. Total of Current Taxes Paid by Tax Deed Applicant
4. Ownership and Encumbrance Report Fee
5. Tax Deed Application Fee
6. Total Certified by Tax Collector to Clerk of Court
7. Clerk of Court Statutory Fee
8. Clerk of Court Certified Mail Charge
9. Clerk of Court Advertising Charge
10. Sheriff's Fee
11. \_\_\_\_\_
12. Total of Lines 6 thru 11
13. Interest Computed by Clerk of Court Per Florida Statutes.....(   %)
14. One-Half of the assessed value of homestead property. If applicable pursuant to section 197.502, F.S.
15. Statutory (Opening) Bid; Total of Lines 12 thru 14
16. Redemption Fee
17. Total Amount to Redeem

\$2,873.97
\$0.00
\$150.00
\$75.00
\$3,098.97
\$3,098.97
\$37,848.50
\$6.25

\*Done this 30th day of September, 2010

TAX COLLECTOR, ESCAMBIA COUNTY, FLORIDA

By \_\_\_\_\_

*Debra Mahur*

Date of Sale: March 7, 2011

\* This certification must be surrendered to the Clerk of the Circuit Court no later than ten days after this date.

## Notice to Tax Collector of Application for Tax Deed

**TO: Tax Collector of Escambia County**

In accordance with Florida Statutes, I,

**HEARTWOOD 91-4, LLC  
PO BOX 5707  
FT LAUDERDALE, Florida, 33310**

holder of the following tax sale certificate hereby surrender same to the Tax Collector and make tax deed application thereon:

<b>Certificate No.</b>	<b>Parcel ID Number</b>	<b>Date</b>	<b>Legal Description</b>
1788	04-0912-230	05/30/2008	39-1S3-052 LT 4 BLK C BELLVIEW PINES UNIT NO 9 PB 12 P 68 OR 4473 P 290

**2009 TAX ROLL**

MYRICK JEFFREY V  
6449 BELLVIEW PINES PL  
PENSACOLA , Florida 32526

I agree to pay all delinquent taxes, redeem all outstanding certificates not in my possession, pay any omitted taxes, and pay current taxes, if due, covering the land, and pay any interest earned (a) on tax certificates not in my possession, (b) on omitted taxes or (c) on delinquent taxes. I also agree to pay all Tax Collector's fees, ownership and encumbrance reports costs, Clerk of the Court costs, charges and fees and Sheriff's costs, if applicable. Attached is the above-mentioned tax sale certificate on which this application is based and all other certificates of the same legal description which are in my possession.

taxcerttda (Ivette Renje)

Applicant's Signature

09/30/2010

Date

**ERNIE LEE MAGAHA**  
CLERK OF THE CIRCUIT COURT



**BRANCH OFFICES**  
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Case: 2008 TD 001788



00000227511

Dkt: TD82 Pg#:

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15

**Original Documents Follow**

**Southern Guaranty Title Company**

4400 Bayou Boulevard, Suite 13B

Pensacola, Florida 32503

Telephone: 850-478-8121

Facsimile: 850-476-1437

11-173

**OWNERSHIP AND ENCUMBRANCE REPORT**

File No.: 8416

November 29, 2010

Escambia County Tax Collector  
P.O. Box 1312  
Pensacola, Florida 32569

Pursuant to your request, the Company has caused a search to be made of the Public Records of Escambia County, Florida, solely as revealed by records maintained from 11-29-90, through 11-29-10, and said search reveals the following:

1. THE GRANTEE(S) OF THE LAST DEED(S) OF RECORD IS:

Jeffrey V. Myrick

2. The land covered by this Report is:

LEGAL DESCRIPTION IS ATTACHED HERETO AND MADE A PART HEREOF

3. The following unsatisfied mortgages, liens and judgments affecting the land covered by this Report appear of record:

SEE CONTINUATION PAGE ATTACHED HERETO AND MADE A PART HEREOF

4. Taxes:

SEE CONTINUATION PAGE ATTACHED HERETO AND MADE A PART HEREOF

The foregoing report is prepared and furnished for information only, is not intended to constitute or imply any opinion, warranty, guaranty, insurance, or similar assurance as to the status of title, and no determination has been made of the authenticity of any instrument described or referred to herein. The name search for the purposes of determining applicable judgments and liens is limited to the apparent record owner(s) shown herein. No attempt has been made to determine whether the land is subject to liens or assessments which are not shown as existing liens by the public records. The Company's liability hereunder shall not exceed the cost of this Report, or \$1,000.00 whichever is less.

THIS REPORT SHALL NOT BE USED FOR THE ISSUANCE OF TITLE INSURANCE.

Southern Guaranty Title Company

By: 

November 29, 2010

**OWNERSHIP AND ENCUMBRANCE REPORT  
LEGAL DESCRIPTION**

File No.: 8416

November 29, 2010

Lot 4, Block C, Bellview Pines Unit #9, as per plat thereof, recorded in Plat Book 12, Page 68, of the Public Records of Escambia County, Florida

**OWNERSHIP AND ENCUMBRANCE REPORT  
CONTINUATION PAGE**

File No.: 8416

November 29, 2010

**UNSATISFIED MORTGAGES, LIENS AND JUDGMENTS AFFECTING THE LAND COVERED BY THIS REPORT THAT APPEAR OF RECORD:**

1. Mortgage executed by Jeffrey V. Myrick to TCF National Bank Minnesota, dated 09/20/1999 and recorded in Official Record Book 4473 on page 292 of the public records of Escambia County, Florida. given to secure the original principal sum of \$74,147.52. Mortgage Modification in O.R. Book 5626, page 495.
2. Mortgage executed by Jeffrey V. Myrick to Beneficial Florida, Inc., dated 11/15/1999 and recorded in Official Record Book 4495 on page 489 of the public records of Escambia County, Florida. given to secure the original principal sum of \$12,007.47.
3. Judgment filed by Citifinancial Services, Inc. recorded in O.R. Book 4923, page 544.
4. Judgment filed by Central Credit Union of Florida AKA Endeavor Federal Credit Union recorded in O.R. Book 6572, page 424.
5. Judgment filed by Beneficial Florida, Inc. recorded in O.R. Book 5025, page 265.
6. Taxes for the year 2007-2009 delinquent. The assessed value is \$74,223.00. Tax ID 04-0912-230.

**PLEASE NOTE THE FOLLOWING:**

- A. Taxes and assessments due now or in subsequent years.
- B. Subject to Easements, Restrictions and Covenants of record.
- C. Oil, gas, mineral or any other subsurface rights of any kind or nature.
- D. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.

# SOUTHERN GUARANTY TITLE COMPANY

4400 BAYOU BLVD., SUITE 13-B, CORDOVA SQUARE

PENSACOLA, FLORIDA 32503

TEL. (850) 478-8121 FAX (850) 476-1437

Email: rcsgr@aol.com

Janet Holley  
Escambia County Tax Collector  
P.O. Box 1312  
Pensacola, FL 32596

CERTIFICATION: TITLE SEARCH FOR TDA

TAX DEED SALE DATE: March 7, 2011

TAX ACCOUNT NO.: 04-0912-230

CERTIFICATE NO.: 2008-1788

In compliance with Section 197.256, 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

      X   Notify City of Pensacola, P.O. Box 12910, 32596

      X   Notify Escambia County, 190 Governmental Center, 32501

  X       Homestead for 2010 tax year:

Jeffrey V. Myrick  
Debra Marie Myrick  
6449 Bellview Pines Place  
Pensacola, FL 32526

Beneficial Florida, Inc.  
6600B N. Davis Hwy.  
Pensacola, FL 32504  
and 577 Lamont Rd.  
Elmhurst, IL 60126

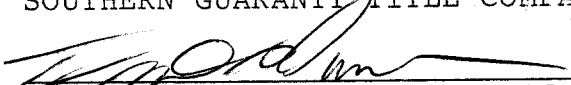
TCF National Bank, Minnesota  
6224 N. 9th Ave., Ste 5  
Pensacola, FL 32504  
and  
801 Marquette Ave.  
Minneapolis, MN 55402

Citifinancial Services Inc.  
5007 N. Davis Hwy., Ste 37  
Pensacola, FL 32503

Central Credit Union of Florida aka  
Endeavor Credit Union  
P.O. Box 17048  
Pensacola, FL 32522

Certified and delivered to Escambia County Tax Collector,  
this 3rd day of December, 2010.

SOUTHERN GUARANTY TITLE COMPANY

  
by: Richard S. Combs, President

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



1050  
4183

# This Warranty Deed

OR BK 4473 PBO290  
Escambia County, Florida  
INSTRUMENT 99-666472

DEED DOC STAMPS PD @ ESC CO \$ 483.00

09/24/99 ERNIE LEE JENSEN, CLERK

By: Sally Ann

Made this 20th day of September A.D. 19 99  
by Richard E. Rollins and Diane L. Rollins,  
husband and wife

hereinafter called the grantor, to  
Jeffrey V. Myrick, a single person

whose post office address is:  
6449 Bellview Pines Place  
Pensacola, FL 32526  
Grantees' SSN:

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 \$ 10.00  
and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises,  
releases, conveys and confirms unto the grantee, all that certain land situate in Escambia  
County, Florida, viz:

Lot 4, Block C, Bellview Pines Unit #9, being a portion of  
Section 39, Township 1 South, Range 30 West, Escambia County,  
Florida, according to Plat recorded in Plat Book 12 at Page 68  
of the Public Records of said County.

SUBJECT TO covenants, restrictions, easements of record and taxes for  
the current year.

Parcel Identification Number: 39-1S-30-5207-004-003

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, 19 98

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:

1st Witness sign:

Print Name:

Norcia Nostrand

Name & Address:

Richard E. Rollins

LS

2nd Witness sign:

Print Name:

John H. Hico

Name & Address:

Diane L. Rollins

LS

Name:

Name & Address:

LS

Name:

Name & Address:

LS

State of  
County of

Florida  
Monroe

1126 W. Billmore Drive S  
Key West, FL 33640

The foregoing instrument was acknowledged before me this 20th day of September, 19 99

by  
Richard E. Rollins and Diane L. Rollins, husband and wife

who is personally known to me or who has produced

as identification.



Name:

Notary Public

My Commission Expires:

PREPARED BY: Joanne Gunn

RECORD & RETURN TO:

Lawyers Title Agency of North Florida, Inc.

3960 Navy Boulevard, Unit 13

Pensacola, Florida 32507

File No: 3A-58860

WD-1  
593

FLORIDA

ACCOUNT NUMBER: 037 - 151 - 0054395

Prepared &  
After Recording, return to:  
TCF Bank  
Attention: File Review  
Mail Code 002-01-P  
101 E 5th Street, Suite 101  
St. Paul, MN 55101

OR BK 4473 P60292  
Escambia County, Florida  
INSTRUMENT 99-666473

MTG DOC STAMPS PD & ESC CO \$ 259.70  
09/24/99 EMMA LEE NICHOLS, CLERK  
By: Sally M. Mord

INTANGIBLE TAX PD & ESC CO \$ 148.30  
09/24/99 EMMA LEE NICHOLS, CLERK  
By: Sally M. Mord

3A-58860

## MORTGAGE TO SECURE NOTE

THIS MORTGAGE, made this 20TH day of SEPTEMBER, 1999 by

JEFFREY V MYRICK

UNMARRIED

of 6449 BELLVIEW PINES PLACE, PENSACOLA, FL 32526, hereinafter called Mortgagors  
to TCF NATIONAL BANK MINNESOTA, 6224 N. 9TH AVENUE STE #5, PENSACOLA, FL 32504  
hereinafter called Mortgagee.

WITNESSETH: In consideration of the principal sum set out in the promissory note of even date herewith hereinafter described, and for other valuable considerations, the Mortgagors do hereby grant, bargain, sell, alien, remise, release, convey and confirm unto Mortgagee, its successors and assigns forever, the following described property, situated in ESCAMBIA County, Florida:

Lot 4, Block C, Bellview Pines Unit #9, being a portion of  
Section 39, Township 1 South, Range 30 West, Escambia County,  
Florida, according to Plat recorded in Plat Book 12 at Page 68  
of the Public Records of said County.

TOGETHER WITH all and singular, the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining and also all buildings, structures and other improvements now or hereafter situated thereon.

TO HAVE AND TO HOLD in fee simple the above granted and described premises unto Mortgagee, its successors and assigns forever. The Mortgagors hereby covenant with Mortgagee that they are indefeasibly seized of said land in fee simple; that the Mortgagors have 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 said land and every part thereof; that said land is free from all encumbrances; that the Mortgagors will make such further assurances to perfect the fee simple title to said land in Mortgagee, its successors and assigns, as may reasonably be required; and that the Mortgagors do hereby fully warrant the title to said land and every part thereof and will defend the same against the lawful claims of all persons whomsoever.

PROVIDED ALWAYS, that if the Mortgagors shall: (1) pay unto Mortgagee that certain promissory note, executed by them concurrently herewith, in the principal sum of SEVENTY-FOUR THOUSAND ONE HUNDRED FORTY-SEVEN AND 52/100 Dollars (\$74,147.52), plus interest thereon, being payable in monthly installments of \$619.09 each, the first installment due on the 20TH day of OCTOBER, 1999, and an additional installment to be paid on the 20TH day of each succeeding month thereafter (or on the last day of any succeeding month which has no such day) until said sum has been paid in full except the final installment shall be the balance due and (2) perform all the covenants and conditions of said promissory note and any renewal, extension or modification thereof, and of this mortgage, then this mortgage deed and the estate created hereby shall cease and be null and void.

The Mortgagors further covenant and agree to and with Mortgagee:

1. To pay promptly the principal sum and other sums of money payable by virtue of said promissory note and of this mortgage.
2. To pay all the taxes, assessments and encumbrances of every nature now on said described property, or that hereafter may be levied or assessed thereupon, when due and payable before they become delinquent, and before any interest attaches or any penalty is incurred and promptly furnish Mortgagee with proof of payment therefore.
3. To place and continuously keep, on the buildings now or hereafter situated on said land, fire and extended coverage insurance in an amount of not less than the amount which may from time to time be specified by the Mortgagee, in such insurance company as may be approved by Mortgagee; provided, however, that if Mortgagee shall at any time be obligated to maintain fire and extended coverage insurance on said buildings, the Mortgagors shall be excused from performance of this obligation to the extent of any such duplicate coverage. All insurance policies of the Mortgagors shall contain the usual standard mortgagee clause making the loss under said policies payable to Mortgagee as its interest may appear; and every such policy and all renewals thereof shall be promptly delivered to and held by Mortgagee, together with a receipt for the premium thereon. Mortgagee shall have the right to adjust with the insurer any loss under any such policy, and any such adjustment shall be conclusive on the Mortgagors. Mortgagee shall have the right to receive and collect all proceeds paid on any claim under any such policy, to endorse the Mortgagors' names to any check or other instrument of payment, and to apply such proceeds in payment of any amount due under this mortgage and the note secured hereby and any expenses incurred by Mortgagee in processing any claim under any such policy. Mortgagee shall pay to the Mortgagors the balance of the proceeds, if any, remaining after the aforesaid deductions. Nothing contained herein shall impair or abrogate the right of the Mortgagors to procure insurance from an agent or company of their own selection as provided in the insurance laws of the state of Florida.

NOTICE: Unless you provide us with evidence of the insurance coverage required by your agreement with us, we may purchase insurance at your expense to protect our interests in your collateral. This insurance may, but need not, protect your interests. The coverage that we purchase may not pay any claim that you make or any claim that is made against you in connection with the collateral. You may later cancel any insurance purchased by us, but only after providing us with evidence that you have obtained insurance as required by our agreement. If we purchase insurance for the collateral, you will be responsible for the costs of that insurance, including interest and any other charges we may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to your total outstanding balance or obligation. The costs of the insurance may be more than the cost of insurance you may be able to obtain on your own.

4. To pay all and singular the costs, charges and expenses, including reasonable lawyers' fees, and costs of abstracts of title, incurred or paid at any time by the Mortgagee because of the failure on the part of the Mortgagors to promptly and fully perform the agreements and covenants of said promissory note and this mortgage, and said costs, charges, and expenses shall be immediately due and payable and shall be secured by the lien on this mortgage.



## DUE-ON-TRANSFER RIDER

THIS DUE-ON-TRANSFER RIDER is made this 20TH day of SEPTEMBER, 1999, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to TCF NATIONAL BANK MINNESOTA, 6224 N. 9TH AVENUE STE #5, PENSACOLA, FL 32504 (the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at:

6449 BELLVIEW PINES PLACE, PENSACOLA, FL 32526 .....  
(Property Address)

**AMENDED COVENANT.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

### A. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

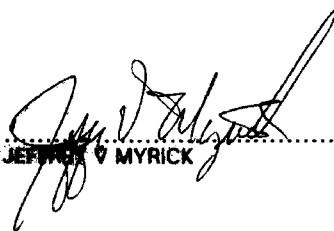
Covenant 12 of the Security Instrument is added to read as follows:

**Transfer of the Property or a Beneficial Interest In Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

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

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenant contained in this Due-On-Transfer Rider.

  
JEFFREY V. MYRICK

.....(Seal)  
-Borrower

.....(Seal)  
-Borrower

RCD Sep 24, 1999 10:15 am  
Escambia County, Florida

Ernie Lee Magaha  
Clerk of the Circuit Court  
INSTRUMENT 99-666473

**CLOSED-END  
LOAN MODIFICATION AGREEMENT**

For items with boxes, only items with checked boxes apply.

*KMC misc*  
**DEFINITIONS:** "Borrower" means the person or persons signing below as borrowers. "Lender" means TCF National Bank (formerly known as TCF National Bank Minnesota, formerly known as TCF Bank Minnesota fsb, formerly known as TCF Bank Savings fsb, formerly known as TCF Banking and Savings, F.A., formerly known as Twin City Federal Savings and Loan Association). "Note" means the contract between Borrower Jeffrey V Myrick, unmarried and Lender dated 09-20-1999 with loan number 037-151-0054395-8001.

"Mortgage" means the mortgage which secures the Note, which is dated the same date as the Note and which is recorded in the Office of the: ☐ County Recorder or the ☐ Registrar of Titles for Escambia County, Florida on 09-24-1999 (date), as Document No. 99-666473 BK: 4473 PG: 0294.

**DATE OF AGREEMENT**

The date of this Agreement is 01-31-2005. This Agreement is not effective unless both Borrower and Lender sign this Agreement.

**CHANGES TO THE NOTE**

Borrower and Lender agree that the Note is changed as follows:

☒ Extension of Final Due Date:

The final due date of the Note is changed to 02-20-2010. Lender agrees to make loans to Borrower according to the terms of the Note until this date. Borrower agrees to pay the entire unpaid balance of the Note, together with unpaid and accrued interest and any other changes owing, by this date. If any mortgages, liens or other encumbrances have been placed on the real property securing the Note after the original loan date, then the final due date remains unchanged.

☐ Rate Change:

☐ For Variable Rate Loans:

- ☐ The minimum annual interest rate, or Annual Percentage Rate, for the Note is changed to N/A%.
- ☐ The amount added to the annual interest rate index (called the "margin") is changed to N/A%.
- ☐ This change to the margin begins on the date of this Agreement and ends on N/A.
- ☐ On that date, the margin will change to the margin specified under the terms of the Note.

☐ For Fixed Rate Loans:

The interest rate or finance charge for the Note is changed to N/A%.

☒ Payment Change:

The total monthly payment for the Note (this includes the monthly fee for TCF Command Protection if TCF Command Protection was elected by Borrower and has not been canceled) is changed to \$619.09, beginning 03-20-2005. One final payment of \$69,904.30 is due on 02-20-2010.

**CHANGES TO THE MORTGAGE**

☒ Borrower and Lender agree that the Mortgage is changed as follows:

☒ The scheduled date for final payment of what Borrower owes under the Mortgage is changed to 02-20-2010. If any mortgages, liens or other encumbrances have been placed on the real property securing the Note after the original loan date, then the final due date remains unchanged.

☐ The minimum annual interest rate, or Annual Percentage Rate, is changed to N/A%.

☐ The amount added to the annual interest rate index (called the "margin") is changed to N/A%.  
This change to the margin begins on the date of this Agreement and ends on N/A.  
On that date, the margin will change to the margin specified under the terms of the Note.

  
Borrower Jeffrey V Myrick

\_\_\_\_\_  
Borrower

**NOTE & MORTGAGE REFERENCES**

Borrower and Lender agree that whenever the Note refers to the Mortgage, each reference will be to the Mortgage as modified by this Agreement. Whenever the Mortgage refers to the Note, each reference will be to the Note as modified by this Agreement.

**MODIFICATION FEE**

The Borrower agrees to pay a fee of \$N/A for the changes shown above.

**OTHER CHANGES**

All provisions of the Note and Mortgage, except as changed above, remain unchanged.

By signing below, Borrower agrees to the changes shown above. By signing, Borrower also states that she has received a completed copy of this form.

By signing, the collateral owner on the Note agrees to all the changes made to the Note and Mortgage under this agreement.

\_\_\_\_\_  
Collateral Owner

\_\_\_\_\_  
Collateral Owner

STATE OF Florida  
COUNTY OF Essex

This instrument was acknowledged before me on this 29<sup>th</sup> day of March, 2005, by  
Jeffrey V Myrick, unmarried.

Catherine Macley  
Notary Public (SEAL)



Catherine Macley  
My Commission DD342037  
Expires September 24, 2008

Agreed to by  
TCF NATIONAL BANK

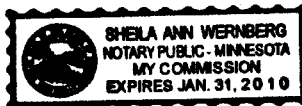
[Signature] (Signature)  
Its VICE PRESIDENT

STATE OF MINNESOTA  
COUNTY OF RAMSEY

This instrument was acknowledged before me on this 8TH day of MARCH, 2005, by  
PATRICIA BUSS as VICE PRESIDENT of TCF National Bank, a national banking  
association organized under the laws of the United States of America, on behalf of the corporation.

Sheila Ann Wernberg  
Notary Public (SEAL)

This instrument was drafted by:  
TCF National Bank  
801 Marquette Avenue  
Minneapolis, MN 55402



Return To:  
Records Processing Services  
577 Lamont Road  
Elmhurst, IL 60126

OR BK 4495 P60489  
Escambia County, Florida  
INSTRUMENT 99-683474

MTG DEC STAMPS PD @ ESC CO \$ 42.35  
11/22/99 EMILIE LEE WAGNER, CLERK  
By: *Emilie Lee Wagner*

INTANGIBLE TAX PD @ ESC CO \$ 24.01  
11/22/99 EMILIE LEE WAGNER, CLERK  
By: *Emilie Lee Wagner*

24.00  
42.35  
24.01  
90.36

## MORTGAGE

311724

☐ If box is checked, this Mortgage secures future advances.

THIS MORTGAGE is made this 15TH day of NOVEMBER 19 99, between the Mortgagor,  
JEFFREY V. MYRICK, A SINGLE PERSON

(herein "Borrower"), and Mortgagee BENEFICIAL FLORIDA INC.,  
a corporation organized and existing under the laws of DELAWARE whose address is  
8600B NORTH DAVIS, PENSACOLA, FL 32504  
(herein "Lender").

The following paragraph preceded by a checked box is applicable.

☒ WHEREAS, Borrower is indebted to Lender in the principal sum of \$ 12,007.47,  
evidenced by Borrower's Loan Agreement dated NOVEMBER 15, 1999 and any extensions or renewals thereof  
(including those pursuant to any Renegotiable Rate Agreement) (herein "Note"), providing for monthly installments of  
principal and interest, (including any adjustments in the amount of payments or the contract rate if that rate is  
variable), with the balance of the indebtedness, if not sooner paid, due and payable on NOVEMBER 15, 2009;

☐ WHEREAS, Borrower is indebted to Lender in the principal sum of \$ \_\_\_\_\_, or so much  
thereof as may be advanced pursuant to Borrower's Revolving Loan Agreement dated \_\_\_\_\_,  
and extensions and renewals thereof (herein "Note"), providing for monthly installments, and interest at the rate and  
under the terms specified in the Note, including any adjustments in the interest rate if that rate is variable, and  
providing for a credit limit stated in the principal sum above and an initial advance of \$ \_\_\_\_\_;

TO SECURE to Lender the repayment of (1) the indebtedness evidenced by the Note, with interest thereon,  
including any increases if the contract rate is variable; (2) future advances under any Revolving Loan Agreement; (3)  
the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this  
Mortgage; and (4) the performance of the covenants and agreements of Borrower herein contained, Borrower does  
hereby Mortgage, grant and convey to Lender and Lender's successors and assigns the following described property  
located in the County of ESCAMBIA State of Florida:

LOT 4, BLOCK C, BELLVIEW PINES UNIT #9, BEING A PORTION OF  
SECTION 39, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA  
COUNTY, FLORIDA, ACCORDING TO PLAT RECORDED IN PLAT BOOK 12  
AT PAGE 68 OF THE PUBLIC RECORDS OF SAID COUNTY.

This instrument was prepared by: KELLY A. SOLDON

(Name)

8600B NORTH DAVIS, PENSACOLA, FL 32504

09-27-99 MTG

\*M95837D05L99MTG9000FL0022610\*\*MYRICK

ORIGINAL

FL002261

IN THE COUNTY COURT  
IN AND FOR ESCAMBIA COUNTY,  
FLORIDA

CITIFINANCIAL SERVICES INC  
5007 NORTH DAVIS HIGHWAY SUITE 37  
PENSACOLA, FL 32503

Plaintiff,

VS.

JEFFREY V MYRICK  
3885 NORTH PALAFOX  
PENSACOLA, FL 32505

Defendant.

FINAL JUDGMENT AGAINST  
JEFFREY V MYRICK  
Case No. 2001-SC-5716

RCD Jun 19, 2002 03:54 pm  
Escambia County, Florida

ERNIE LEE MAGAHA  
Clerk of the Circuit Court  
INSTRUMENT 2002-976680

FILED & RECORDED  
CIVIL DIVISION  
2002 JUN 18 P 4:58  
ERNIE LEE MAGAHA  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY, FL

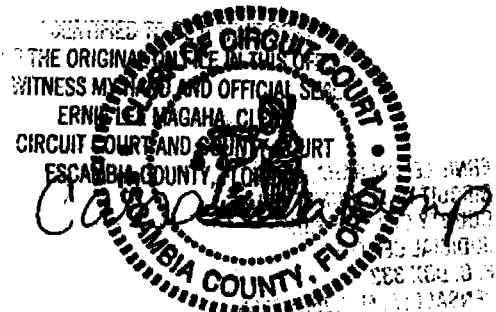
\*\*\*\*\*  
This cause having come before the Court upon default in a mediated/stipulated agreement,  
and the Court being fully advised in the premises, it is, therefore;

**ORDERED AND ADJUDGED** that the Plaintiff shall recover from the Defendant(s) the  
sum of \$1764.71, that shall bear interest at the rate of 9% per annum, for which let execution issue.

**DONE AND ORDERED** in Chambers at Pensacola, Escambia County, Florida, this  
19th day of JUNE 2002.

  
County Judge

Copies to:  
Plaintiff  
Defendant





Recorded in Public Records 03/16/2010 at 10:21 AM OR Book 6569 Page 1469,  
Instrument #2010016451, Ernie Lee Magaha Clerk of the Circuit Court Escambia  
County, FL

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

**CENTRAL CREDIT UNION OF FLORIDA AKA ENDEAVOR FEDERAL CREDIT UNION  
POST OFFICE BOX 17048  
PENSACOLA FL 32522**

**Plaintiff,  
VS.**

**JEFFREY V MYRICK  
6449 BELLVIEW PINES PLACE  
PENSACOLA FL 32526**

**Defendant.**

**Case No. 2010 SC 000366  
Division: V  
FINAL JUDGMENT AGAINST  
JEFFREY V MYRICK**

ERDIE LEE MAGAHA  
CLERK OF CIRCUIT COURT  
2010 SC 000366  
COUNTY CIVIL DIVISION  
FILED 2-23-2010

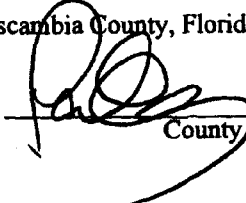
\*\*\*\*\*  
**THIS CAUSE** having come before the Court upon default after a Pretrial Conference, and the Court being fully advised in the premises, it is therefore

**ORDERED AND ADJUDGED** that the Plaintiff CENTRAL CREDIT UNION OF FLORIDA AKA ENDEAVOR FEDERAL CREDIT UNION hereby recovers from the Defendant JEFFREY V MYRICK \$1462.00 plus \$ 99.54 in interest, plus \$245.00 in costs for a total of **\$1806.54** that shall bear interest at the rate of 6% per annum, 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 within 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.

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's attorney or to the Plaintiff if the Plaintiff is not represented by an attorney.


**DONE AND ORDERED** in Chambers at Pensacola, Escambia County, Florida this  
12th day of March, 2010.

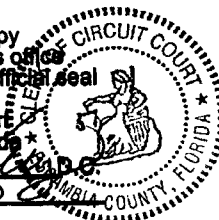
  
County Judge

Copies to:

CENTRAL CREDIT UNION OF FLORIDA

JEFFREY V MYRICK

Certified to be a true copy  
the original on file in this office.  
Witness my hand and official seal  
ERDIE LEE MAGAHA  
Clerk of the Circuit Court  
Escambia County, Florida  
By:   
Date 3/23/2010



Case: 2010 SC 000366

00025412817

Dkt: CC1033 Pg#: 1

OR BK 5025 PG0265  
Escambia County, Florida  
INSTRUMENT 2002-035243

IN THE COUNTY COURT  
IN AND FOR  
ESCAMBIA COUNTY, FLORIDA

BENEFICIAL FLORIDA, INC.,  
A CORPORATION,  
Plaintiff,

vs.

CASE NO.: 2002-CC-5028  
DIVISION: I

JEFFERY V. MYRICK  
Defendant.

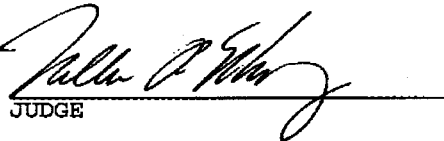
FINAL JUDGMENT

The Court finding that the Defendant, JEFFERY V. MYRICK is indebted to the Plaintiff, BENEFICIAL FLORIDA, INC., A CORPORATION, in the principal sum of \$11,692.01, plus \$3,381.64 interest, plus \$750.00 attorneys fees, plus costs herein taxed at \$115.50, it is;

ADJUDGED that the Plaintiff, BENEFICIAL FLORIDA, INC., A CORPORATION, recover from the Defendant, JEFFERY V. MYRICK the principal sum of \$11,692.01, plus interest in the sum of \$3,381.64, plus \$750.00 attorneys fees, for a total of \$15,823.65, plus costs herein taxed at \$115.50, which shall accrue post-judgment interest at the statutory rate of nine percent (9%) per annum from the date of this judgment until paid, for all of which let execution issue.

DONE AND ORDERED at Pensacola, Escambia County, Florida, this 27<sup>th</sup> day of

November, 2002

  
JUDGE

Copies to:  
Lawrence C. Rolfe, Esquire  
P.O. Box 4400  
Jacksonville, Florida 32201-4400

Jeffery V. Myrick  
6449 Bellview Pines Place  
Pensacola, Florida 32526  
20025299

Plaintiff's Address is:  
BENEFICIAL FLORIDA, INC.  
c/o Rolfe & Lobello, P.A.  
P.O. Box 4400  
Jacksonville, Florida 32201-4400

RCD Dec 05, 2002 02:53 pm  
Escambia County, Florida

ERNIE LEE MAGAHA  
Clerk of the Circuit Court  
INSTRUMENT 2002-035243

**ERNIE LEE MAGAHA**  
CLERK OF THE COURT & COMPTROLLER  
P.O. BOX 333  
PENSACOLA, FL 32591-0333  
(850) 595-4140  
REGISTRY ACCOUNT

Bank of America

PENSACOLA, FLORIDA

VOID AFTER 6 MONTHS

63-27  
631

9000013269

PAY

\*FIVE HUNDRED THIRTY NINE AND 34/100

JEFFREY V MYRICK

TO THE ORDER OF JEFFREY V MYRICK  
6449 BELLVIEW PINES PLACE  
PENSACOLA, FL 32526

DATE

11/09/2010

AMOUNT

539.34

*Ernie Lee Magaha*

ERNIE LEE MAGAHA, CLERK OF THE COURT



⑈9000013269⑈ ⑆063100277⑆ 898033991356⑈

**ERNIE LEE MAGAHA**  
CLERK OF THE COURT & COMPTROLLER

9000013269

Date	Case Number	Description
11/09/2010	2008 TD 001788	PAYMENT TAX DEEDS

Amount  
539.34

9000013269

Check: 9000013269 11/09/2010 JEFFREY V MYRICK

Check Amount: 539.34

**ERNIE LEE MAGAHA**  
CLERK OF THE COURT & COMPTROLLER  
P.O. BOX 333  
PENSACOLA, FL 32501-0333  
(850) 595-4140  
REGISTRY ACCOUNT

Bank of America

PENSACOLA, FLORIDA

VOID AFTER 6 MONTHS

63-27  
631

9000013265

PAY

\*FOUR HUNDRED ONE AND 70/100

HEARTWOOD 91-4 LLC

TO THE ORDER OF HEARTWOOD 91-4 LLC  
P O BOX 5707  
FORT LAUDERDALE, FL 33310

DATE

AMOUNT

11/09/2010

401.70

*Ernie Lee Magaha*

ERNIE LEE MAGAHA, CLERK OF THE COURT



⑈9000013265⑈ ⑆063100277⑆ 898033991356⑈

**ERNIE LEE MAGAHA**  
CLERK OF THE COURT & COMPTROLLER

9000013265

Date	Case Number	Description	Amount
11/09/2010	2008 TD 001788	PAYMENT TAX DEEDS	401.70

Check: 9000013265 11/09/2010 HEARTWOOD 91-4 LLC

Check Amount: 401.70

9000013265



ERNIE LEE MAGAHA  
CLERK OF THE COURT & COMPTROLLER  
P.O. BOX 333  
PENSACOLA, FL 32591-0333  
(850) 595-4140  
REGISTRY ACCOUNT

Bank of America  
PENSACOLA, FLORIDA  
VOID AFTER 6 MONTHS

9000013268

PAY \*TWENTY SIX THOUSAND ONE HUNDRED TWENTY FOUR AND 46/100.

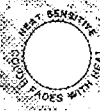
JANET HOLLEY TAX COLLECTOR

TO THE ORDER OF JANET HOLLEY TAX COLLECTOR  
213 PALAFOX PLACE  
PENSACOLA, FL 32502

DATE 11/09/2010 AMOUNT 26,124.46

*Ernie Lee Magaha*

ERNIE LEE MAGAHA, CLERK OF THE COURT



⑈9000013268⑈ ⑆063100277⑆ 898033991356⑈

ERNIE LEE MAGAHA  
CLERK OF THE COURT & COMPTROLLER

9000013268

Date	Case Number	Description	Amount
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11/09/2010	2008 TD 004632	PAYMENT TAX DEEDS	609.60
11/09/2010	2008 TD 000813	PAYMENT TAX DEEDS	607.60
11/09/2010	2008 TD 003627	PAYMENT TAX DEEDS	256.10
11/09/2010	2008 TD 005690	PAYMENT TAX DEEDS	609.60
11/09/2010	2008 TD 003630	PAYMENT TAX DEEDS	611.97
11/09/2010	2008 TD 001545	PAYMENT TAX DEEDS	98.15
11/09/2010	2008 TD 001656	PAYMENT TAX DEEDS	607.60
11/09/2010	2008 TD 003390	PAYMENT TAX DEEDS	609.60
11/09/2010	2008 TD 001919	PAYMENT TAX DEEDS	607.60

*[Handwritten signature]*

There are additional check details for this check that total:

6,843.13 9000013268

Check: 9000013268 11/09/2010 JANET HOLLEY TAX COLLECTOR

Check Amount: 26,124.46

2008 TD 04834 12.50  
2008 TD 03342 831.81  
2008 TD 01788 3,198.19  
2008 TD 07666 1,324.75  
2008 TD 07487 1,473.18