ERNIE LEE MAGAHA

CLERK OF THE CIRCUIT COURT

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

BRANCH OFFICES ARCHIVES AND RECORDS JUVENILE DIVISION

CENTURY

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

Case: 2010 TD 000825

00093560707 Dkt: TD83 Pg#: 4

Original Documents Follow

FORM 513 (r.12/00)

TAX COLLECTOR'S CERTIFICATION

Application
Date / Number
Sep 24, 2012 / 120849

This is to certify that the holder listed below of Tax Sale Certificate Number 2010 / 825, issued the 1st day of June, 2010, and which encumbers the following described property located in the County of Escambia, State of Florida to wit: Parcel ID Number: 02-0076-000

Certificate Holder: GERMAN AMERICAN CAPITAL CORP PO BOX 172299 TAMPA, FLORIDA 33672

Property Owner: POGUE PROPERTIES LLC 1619 REBECCA ST PENSACOLA, FLORIDA 32534

Legal Description: 10-1S3-011

BEG AT SE COR OF LT 4 W ALG S LI OF LT 378 6/10 FT FOR POB CONTINUE W 126 2/10 FT N AT RT ANG 132 FT E AT RT ANG 132 FT TO PO ...

See attachment for full legal description.

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:

Cer	t. Year	Certificate Number	Date of Sale	Face Amt	T/C Fee	Interest	Total
2	2010	825	06/01/10	\$1,757.24	\$0.00	\$266.52	\$2,023.76
							<u> </u>

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
2012	632.0000	06/01/12	\$1,684.56	\$6.25	\$84.23	\$1,775.04
2011	815.0000	06/01/11	\$1,697.34	\$6.25	\$118.81	\$1,822.40
2009	899	06/01/09	\$2,021.26	\$6.25	\$1,182.44	\$3,209.95

	- B
1. Total of all Certificates in Applicant's Possession and Cost of the Certificates Redeemed by	
Applicant or Included (County)	\$8,831.15
Total of Delinquent Taxes Paid by Tax Deed Application	\$0.00
3. Total of Current Taxes Paid by Tax Deed Applicant	
Ownership and Encumbrance Report Fee	\$150.00
5. Tax Deed Application Fee	\$75.00
6. Total Certified by Tax Collector to Clerk of Court	\$9,056.15
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	\$9,056.15
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	\$6.25
17. Total Amount to Redeem	

*Done this 24th day of September, 2012

TAX COLLECTOR, ESCAMBIA COUNTY, FLORIDA

W. 1 60 1

Date of Sale: June 3, 2013

^{*} This certification ust be surrendered to the Clerk of the Circuit Court no later than ten days after this date.

FORM 513 (r.12/00)

TAX COLLECTOR'S CERTIFICATION

APPLICATION DATE

9/24/2012

FULL LEGAL DESCRIPTION Parcel ID Number: 02-0076-000

October 02, 2012 Tax Year: 2009

Certificate Number: 825

BEG AT SE COR OF LT 4 W ALG S LI OF LT 378 6/10 FT FOR POB CONTINUE W 126 2/10 FT N AT RT ANG 132 FT E AT RT ANG 126 2/10 FT S AT RT ANG 132 FT TO POB LT 19 OF AN UNRECORDED PLAT BLK 3 PLAT DB 89 P 369 OR 5559 P 672

Notice to Tax Collector of Application for Tax Deed

TO: Tax Collector of Escambia County

In accordance with Florida Statutes, I,

GERMAN AMERICAN CAPITAL CORP PO BOX 172299

TAMPA, Florida, 33672

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

Certificate No. 825

Parcel ID Number 02-0076-000

Date 06/01/2010

Legal Description

10-153-011

BEG AT SE COR OF LT 4 W ALG S LI OF LT 378 6/10 FT FOR POB CONTINUE W 126 2/10 FT N AT RT ANG 132 FT E AT RT ANG 126 2/10 FT S AT RT ANG 132 FT TO POB LT 19 OF AN UNRECORDED PLAT BLK 3 PLAT DB 89 P 369 OR

5559 P 672

2011 TAX ROLL POGUE PROPERTIES LLC 1619 REBECCA ST PENSACOLA , Florida 32534

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.

ERNIE LEE MAGAHA

CLERK OF THE CIRCUIT COURT

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



COUNTY OF ESCAMBIA
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BRANCH OFFICES ARCHIVES AND RECORDS JUVENILE DIVISION

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IMAGING COVER PAGE

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Case: 2010 TD 000825

00044217673 Dkt: TD82 Pg#: 12

Original Documents Follow

Southern Guaranty Title Company

4400 Bayou Boulevard, Suite 13B Pensacola, Florida 32503 Telephone: 850-478-8121 Facsimile: 850-476-1437

OWNERSHIP AND ENCUMBRANCE REPORT

File No.: 9958 December 5, 2012

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 12-05-1992, through 12-05-2012, and said search reveals the following:

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

Pogue Properties LLC

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

December 5, 2012

OWNERSHIP AND ENCUMBRANCE REPORT LEGAL DESCRIPTION

File No.: 9958

December 5, 2012

101S301101048003 - Full Legal Description

BEG AT SE COR OF LT 4 W ALG S LI OF LT 378 6/10 FT FOR POB CONTINUE W 126 2/10 FT N AT RT ANG 132 FT E AT RT ANG 126 2/10 FT S AT RT ANG 132 FT TO POB LT 19 OF AN UNRECORDED PLAT BLK 3 PLAT DB 89 P 369 OR 5559 P 672

OWNERSHIP AND ENCUMBRANCE REPORT CONTINUATION PAGE

File No.: 9958 December 5, 2012

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

- 1. Mortgage executed by Pogue Properties LLC to Regions Bank, dated 01/07/2005 and recorded in Official Record Book 5559 on page 675 of the public records of Escambia County, Florida. given to secure the original principal sum of \$98,000.00. Assignment of Rents & Leases recorded in O.R. Book 5559, page 683.
- 2. Taxes for the year 2009-2011 delinquent. The assessed value is \$68,563.00. Tax ID 02-0076-000.

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: rcsgt@aol.com

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

CERTIFICATION: TITLE SEARCH FOR TDA TAX DEED SALE DATE: 6-3-2013 TAX ACCOUNT NO.: 02-0076-000 CERTIFICATE NO.: 2010-825 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, 32521 X Notify Escambia County, 190 Governmental Center, 32502 X Homestead for ____ tax year. Regions Bank Poque Properties, LLC 70 N. Baylen St. 1619 Rebecca St. Pensacola, FL 32502 Pensacola, FL 32534 P.O. Box 12926 Unknown Tenants Birmingham, AL 35202 1625 Rebecca St. Pensacola, FL 32534

Certified and delivered to Escambia County Tax Collector, this 7th day of December , 2012 .

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.

This Instrument Prepared By: Tina M. Wiles Gulf Coast Title Partners, LLC 1403 E. Belmont Street Pensacola, Plorida 32501 Phone #(850) 202-6938 File #P-04-701 OR BK 5559 PGO672
Escambia County Florida
INSTRUMENT 2005-323290
BEED BOC STAMPS PB & ESC CO \$ 580.00
01/13/05 ERNIE LEE MAGARA, CLERK

080,00 51.00 STATE OF FLORIDA

Parcel ID: #10-1S-30-1101-048-003

COUNTY OF ESCAMBIA

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that Danny Mimms and Cheryl Mimms, husband and wife, (herein "Grantor"), for and in consideration of the sum of Ten Dollars and other good and valuable considerations, the receipt, adequacy and sufficiency of which is hereby acknowledged, does hereby bargain, sell, remise, confirm, convey and grant unto Pogue Properties, LLC, a Florida limited liability company, (herein "Grantee"), whose address is 1619 Rebecca Street, Pensacola, Florida 32534, and Grantee's heirs, successors and/or assigns, forever, the following described real property located in Escambia County, Florida:

See Ehibit "A" attached hereto and incorporated herein by this reference

The subject property is not the homestead of Grantor, nor does it adjoin the homestead of Grantor. No member of Grantor's family resides thereon.

Subject to zoning restrictions, prohibitions and other requirements imposed by governmental authorities; restrictions of record and matters appearing on the Plat, if there is a recorded Plat, affecting the above-described property; easements and mineral reservations of record affecting the property, if any, which are not hereby reimposed; and any liens for ad valorem real property taxes for the year 2005, and subsequent years. Grantor is hereby bargaining, selling, conveying and granting the Property to in an "AS IS" and WHERE IS" condition in all respects whatsoever.

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, free from all exemptions and right of homestead, in fee simple forever. And Grantor covenants that Grantor is well seized of an indefeasible estate in fee simple in said property and has a good right to convey the same; that it is free of lien or encumbrances, and that Grantor, Grantor's heirs, executors, administrators, successors and assigns, will forever warrant and defend title to the above-described property against the lawful claims of all persons whomsoever, subject to the exceptions set forth herein.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hands and seals this 5th day of January, 2005.

Signed, sealed and delivered

in the presence of:

Cheryl Mimmo

Address: P. O. Box 4039

STATE OF FLORIDA COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 5th day of January, 2005, by Danny Mimms and Cheryl Mimms, who did not take an oath and who:

___ is/are personally known to me.

_____produced current FL driver's license as identification.

___ produced _____ as identification.

(Notary Seal Must Be Affixed)

TINA M. WILES
MY COMMISSION # DD 253413
EXPIRES: October 25, 2007
Bonded Thru Notary Public Underwithers

Notary Public Tina M. Wiles

Pensacola, Florida

My Commission Expires: 10-25-07 Commission Number: DD 253413

Exhibit "A"

Commencing at the Southeast corner of Lot 4, Block 3, according to Plat of National Land Sales Company of Section 10, Township 1 South, Range 30 West, Escambia County, Florida, recorded in Deed Book 89, at Page 369, of the public records of said county; thence run Westerly along the South line of said Lot 4 a distance of 378.6 feet for point of beginning of this description; thence continue West along the South line of said Lot 4 a distance of 126.2 feet; thence North at right angles a distance of 132 feet; thence East at right angles a distance of 126.2 feet; thence South at right angles a distance of 132.0 feet to the point of beginning. The above described property is also know as Lot 19 of an unrecorded Plat by C. A. Jackson, Registered Florida Survey No. 904, dated February 16, 1957.

OR BK 5559 PGO674 Escambia County, Florida INSTRUMENT 2005-323290

RESIDENTIAL SALES ABUTTING ROADWAY MAINTENANCE DISCLOSURE

ATTENTION: Pursuant to Escambia County Code of Ordinances Chapter 1-29.2, Article V, sellers of residential lots are required to disclose to buyers whether abutting roadways will be maintained by Escambia County. The disclosure must additionally provide that Escambia County does not accept roads for maintenance that have not been built or improved to meet county standards. Escambia County Code of Ordinances Chapter 1-29.2, Article V requires this disclosure be attached along with other attachments to the deed or other method of conveyance required to be made part of the public records of Escambia County, Florida. Note: Acceptance for filing by County employees of this disclosure shall in no way be construed as an acknowledgement by the County of the veracity of any disclosure statement.

Name of Roadway:

Rebecca Street

Legal Address of Property: 1625 Rebecca Street, Pensacola, Florida 32534

RCD Jan 13, 2005 06:14 pm Escambia County, Florida

ERNIE LEE MAGAHA Clerk of the Circuit Court INSTRUMENT 2005-323290

The County

(X)has accepted

() has not accepted

the abutting roadway for maintenance.

This form completed by: Gulf Coast Title Partners, LLC 1403 E. Belmont Street Pensacola, FL 32501

AS TO SELLER(S):

anny Mirnms

- Seller

Cheryl Mimms

- Seller

AS TO BUYER(S):

Robert C. Pogue

- Borrower

THIS FORM APPROVED BY THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS Effective: 4/15/95

OR BK 5559 PGO675 Escambia County, Florida INSTRUMENT 2005-323291

NTG BOC STANPS PD & ESC CO \$ 343.00 01/13/05 ERNIE LEE MAGANA, CLERK

INTANCIBLE TAX PB & ESC CO \$ 196.00 01/13/05 ERRIE LEE WAGAWA, CLERK

After Recording Return To: Gulf Coast Title Partners 1403 E. Belmont Street Pensacola, Florida 32501

UNIVERSITY - PENSACOLA 6677 NORTH DAVIS HIGHWAY PENSACOLA, FL 32504

This Mortgage prepared by:

when to want to

Name: SUSAN BROWN

Address: 6877 NORTH DAVIS HIGHWAY, PENSACOLA, FL 32504

DOC48500005103297389001000000

MORTGAGE

THIS MORTGAGE dated January 7, 2005, is made and executed between POGUE PROPERTIES, LLC, A Florida LIMITED LIABILITY COMPANY, whose address is 1619 REBECCA ST, PENSACOLA, FL 32534-0000 (referred to below as "Grantor") and REGIONS BANK, whose address is 6677 NORTH DAVIS HIGHWAY, PENSACOLA, FL 32504 (referred to below as "Lender").

GRANT OF NORTGAGE. For valuable consideration, Grantor mortgages to Lander all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all essements, rights of way, and appurtenences; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in ESCAMBIA County, State of Florida:

See EXHIBIT "A", which is attached to this Mortgage and made a part of this Mortgage as if fully set forth herein.

The Real Property or its address is commonly known as 1625 REBECCA ST, PENSACOLA, FL 32534-0000.

CROSS-COLLATERALIZATION. In addition to the Note, this Mortgage secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lander, or any one or more of them, as well as all claims by Lander against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or uniquidated whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or bereafter may become hereaft by any statute of limitations, and whether the obligation to repay such amounts such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lander a Uniform Commercial Code security interest in the Personal Property and

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY. IS GIVEN TO SECURE (IA) PAYMENT OF THE INDESTEDNESS AND (IS) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE IN THE ORIGINAL PRINCIPAL AMOUNT OF \$98,000.00, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due and shall strictly perform all of Grantor's obligations under this Mortgage

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and nance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lander in writing. (a) any breach or violation of any Environmental Laws. (b) any use; generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on under about or from the Property is any prior owners or occurrents of the Property, (c) any actual or Hexardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and tratestance angular or chains of any kind, by any person relating to such matters; and (3) except as previously discussed to any acknowledged by Lender in writing, (a) neither Grantor nor any tenient, contractor, agent or or other authorized uses of the Property; shall use, generate; manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property. to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this

MORTGAGE (Continued)

Loan No: 05103297389001

Page 6

feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Mortgage. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Mortgage shall not affect the legality, validity or enforceability of any other provision of this Mortgage.

Merger. There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Successors and Assigns. Subject to any limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Mortgage.

Waive Jury. All parties to this Mortgage hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Mortgage. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lewful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code:

Borrower. The word "Borrower" means POGUE PROPERTIES, LLC and includes all co-signers and co-makers signing the Note.

Default. The word "Default" means the Default set forth in this Mortgage in the section titled "Default".

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Mortgage in the events of default section of this Mortgage.

Grantor. The word "Grantor" means POGUE PROPERTIES, LLC.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics; may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Mortgage, together with interest on such amounts as provided in this Mortgage. Specifically, without limitation, Indebtedness includes all amounts that may be indirectly secured by the Cross-Collateralization provision of this Mortgage.

Lender. The word "Lender" means REGIONS BANK, its successors and assigns.

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender.

Note. The word "Note" means the promissory note dated January 7, 2005, in the original principal amount of \$98,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Mortgage.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

MORTGAGE

Loan No: 05103297389001	(Continued)	Page 7
GRANTOR: POGUE PROPERTIES, LLC By:	L THE PROVISIONS OF THIS MORTGAGE, AND GRANT	OR AGREES TO ITS TERMS.
	BILITY COMPANY ACKNOWLEDGME	NT
STATE OF Florida COUNTY OF Escambia) }\$\$)	
The foregoing instrument was acknowledged bef by ROBERT C POGUE JR, Manager of POGUE is liability company. He or she is personally knowledged not take an oath. TINA M. WILES MY COMMISSION # DD 25341 EXPIRES: Cotober 25, 2007 Begeled Thu Notary Public Underwriter	PROPERTIES, LLC, member (or agent), on behalf of PO to me or has produced (Signeture of Person Taking Acknown Tina M. Wiles (Name of Acknowledger Typed, Pring M.)	DGUE PROPERTIES, LLC, a limited as identification and did /
	(Serial Number, if any)	
CASEN THO Landing, Var. 5,34.10,102 Capr. Hald	ad Reseald Seletions, Inc. 1987, 2005. AS Rights Reserved P. JAAPPSLPWWICPALFLIGOS.FC TR-Co	4320016302 PP-IRO3

EXHIBIT "A"

OR BK 5559 PGO682 Escambia County, Florida INSTRUMENT 2005-323291

This EXHIBIT "A" is attached to and by this reference is made a part of the Mortgage, dated January 7, 2005, and executed in connection with a loan or other financial accommodations between REGIONS BANK and POGUE PROPERTIES, LLC.

RCD Jan 13, 2005 06:14 pm Escambia County, Florida

ERNIE LEE MAGAHA Clerk of the Circuit Court INSTRUMENT 2005-323291

Commencing at the Southeast corner of Lot 4, Block 3, according to Plat of National Land Sales Company of Section 10, Township 1 South, Range 30 West, Escambia County, Florida, recorded in Deed Book 89, at Page 369, of the public records of said county; thence run Westerly along the South line of said Lot 4 a distance of 378.6 feet for point of beginning of this description; thence continue West along the South line of said Lot 4 a distance of 126.2 feet; thence North at right angles a distance of 132 feet; thence East at right angles a distance of 126.2 feet; thence South at right angles a distance of 132.0 feet to the point of beginning. The above described property is also know as Lot 19 of an unrecorded Plat by C. A. Jackson, Registered Florida Survey No. 904, dated February 16, 1957.

THIS EXHIBIT "A" IS EXECUTED ON JANUARY 7, 2005.

GRANTOR:

BOOLE BEARING ...

and the Carlo

SER PRO Landero, Var S 24 No PRO Core Married Description in 1992 1995 14 Service Description in 1992 20 Th 04/2000

PAM CHILDERS

CLERK OF CIRCUIT COURT & COMPTROLLER ESCAMBIA COUNTY, FLORIDA

P.O. BOX 333 PENSACOLA, FL 32591-0333 (850) 595-4140 REGISTRY ACCOUNT

Bank of America.

***PENSACOLA, FLOR

VOID AFTER 6 MONTHS

PAY

*FIFTY SIX THOUSAND SIX HUNDRED FORTY SEVEN AND 70/100

JANET HOLLEY TAX COLLECTOR

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

DATE

AMOUNT

02/12/2013

56,647.70

#9000018124# #063100277# B9B033991356#

PAM CHILDERS CLERK OF CIRCUIT COURT & COMPTROLLER

9000018124

9000018124

Date Case Number 02/11/2013 2010 TD 006636	Description PAYMENT TAX DEEDS	Amount 4,088.75
)2/11/2013 2010 TD 001669	PAYMENT TAX DEEDS	2,353.82
)2/11/2013 2010 TD 003295	PAYMENT TAX DEEDS	11,805.25
)2/11/2013 2010 TD 006400	PAYMENT TAX DEEDS	2,617.72
02/11/2013 2010 TD 001705	PAYMENT TAX DEEDS	4,256.84
)2/11/2013 2010 TD 006636	PAYMENT TAX DEEDS	1,029.56 _ 2012 TAXE.
02/11/2013 2010 TD 006400	PAYMENT TAX DEEDS	935.65 - 20/2 TAXI
02/11/2013 2010 TD 005821	PAYMENT TAX DEEDS	19,818.50
02/12/2013 2010 TD 000825	PAYMENT TAX DEEDS	9,741.61

9000018124

Check: 9000018124 02/12/2013 JANET HOLLEY TAX COLLECTOR

Check Amount:

56,647.70

Dlad M. 13

P.O. BOX 333 PENSACOLA, FL 32591-0333 (850) 595-4140 REGISTRY ACCOUNT Bankof America.
PENSACOLA, FLO

9000018122

VOID AFTER 6 MONTHS

PAY

*FOUR HUNDRED THIRTY ONE AND 08/100

GERMAN AMERICAN CAPITAL CORP

TO THE ORDER PO BOX 172299

OF TAMPA, FL 33672

DATE

AMOUNT

02/12/2013

431.08

PAMERILD AND COURT COUNTRACTOR

#9000018122# #063100277# 898033991356#

PAM CHILDERS
CLERK OF CIRCUIT COURT & COMPTROLLER

9000018122

<u>Date</u> <u>Case Number</u> <u>02/12/2013 2010 TD 000825</u>

Description PAYMENT TAX DEEDS

Amount 431.08

9000018122

Check: 9000018122 02/12/2013 GERMAN AMERICAN CAPITAL CORP

Check Amount:

431.08

P.O. BOX 333

PENSACOLA, FL 32591-0333
(850) 595-4140

REGISTRY ACCOUNT

Bank of America.
PENSACOLA, FLOA

9000018123

VOID AFTER 6 MONTHS

PAY

THIS DOCUMENT IS TRUNTED ON TONER ADHESION PAPER

*NINE HUNDRED THIRTY TWO AND 87/100

GUARANTEE TITLE OF NWFL INC

TO THE ORDER GUARANTEE TITLE OF NWFL INC OF 4861 WEST SPENCERFIELD RD PACE, FL 32571

DATE

AMOUNT

02/12/2013

932.87

PAM-CHILDEGO MERICON COUNT COMPTAGLER

631

#9000018123# #063100277# B9B033991356#

-

PAM CHILDERS
CLERK OF CIRCUIT COURT & COMPTROLLER

9000018123

 $\begin{array}{c|cccc} \underline{\text{Date}} & \underline{\text{Case Number}} \\ \hline 02/12/2013 & \underline{2010 \text{ TD } 000825} \end{array}$

Description PAYMENT TAX DEEDS

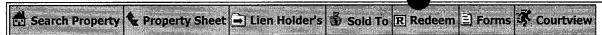
Amount 932.87

9000018123

Check: 9000018123 02/12/2013 GUARANTEE TITLE OF NWFL INC

Check Amount:

932.87





PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

Tax Deed - Redemption Calculator
Account: 020076000 Certificate Number: 000825 of 2010

Redemption No	Application Date 09/24/2012	Interest Rate 18%
	Final Redemption Payment ESTIMATED	Redemption Overpayment ACTUAL
	Auction Date 06/03/2013	Redemption Date 02/11/2013
Months	9	5
Tax Collector	\$9,056.15	\$9,056.15
Tax Collector Interest	\$1,222.58	\$679.21
Tax Collector Fee	\$6.25	\$6.25
Total Tax Collector	\$10,284.98	\$9,741.61
Clerk Fee	\$60.00	\$60.00
Sheriff Fee	\$120.00	\$120.00
Legal Advertisement	\$221.00	\$221.00
App. Fee Interest	\$54.14	\$30.08
Total Clerk	\$455.14	\$431.08
Postage	\$24.44	\$0.00
Researcher Copies	\$7.00	\$7.00
Total Redemption Amount	\$10,771.56	\$10,179.69
	Repayment Overpayment Refund Amount	\$591.87 + 120 + 221 = 932.
11/8/2012 an	FF \$80.00 COM FEE \$18.50 thony from regions bank calle 264-4561mva 11-13-2012	
	Submit	et Print Preview

Tile No. 3051-1625 Rebecca Street Simpson/Pogue/ GUARANTEE TITLE OF NORTHWEST FLORIDA, INC. DOCUMENT IS PRINTED ON CHEMICALLY REACTIVE PAPER - THE BACK OF THIS DO **Ten Thousand Seven Hundred Seventy One dollars & Fifty Six cents ** AUTHORIZED SIGNATURE 19040

Pam Childers, Clerk of the Circuit Court of Escambia County Florida

Receipt Type Case

Outstanding Amount

0.00

Receipt Number 1487906

Receipt Date

02/11/2013

Case Number 2010 TD 000825

Description GERMAN AMERICAN CAPITAL CORP VS

Action TAX DEED REDEMPTION

Judge

Received From GUARANTEE TITLE OF NORTHWEST FLORIDA INC

On Behalf Of GERMAN AMERICAN CAPITAL CORP

Total Received 10,771.56

Net Received 10,771.56

Change

0.00

Receipt Payments

Check

Amount Reference Description

10,771.56 19040

Receipt Applications

Holding

Amount

10,764.56

Service Charge

7.00

Deputy Clerk: mavila Transaction Date 02/11/2013 08:55:46

Comments

PAM CHILDERS

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



COUNTY OF ESCAMBIA OFFICE OF THE CLERK OF THE CIRCUIT COURT

BRANCH OFFICES ARCHIVES AND RECORDS JUVENILE DIVISION CENTURY

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

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

Account: 020076000 Certificate Number: 000825 of 2010

Payor: GUARANTEE TITLE OF NORTHWEST FLORIDA, INC 4861 WEST SPENCERFIELD ROAD PACE, FL 32571 Date 02/11/2013

Clerk's Check # 19040	Clerk's Total	\$455.14
Tax Collector Check # 1	Tax Collector's Total	\$10,284.98
	Postage	\$24.44
	Researcher Copies	\$7.00
	Total Received	\$10,771.56

PAM CHILDERS
Clerk of the Circuit Court

Received By: Deputy Clerk

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

PAM CHILDERS

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



COUNTY OF ESCAMBIA OFFICE OF THE CLERK OF THE CIRCUIT COURT

BRANCH OFFICES ARCHIVES AND RECORDS JUVENILE DIVISION CENTURY

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

Case # 2010 TD 000825 Redeemed Date 02/11/2013

Name GUARANTEE TITLE OF NORTHWEST FLORIDA, INC 4861 WEST SPENCERFIELD ROAD PACE, FL 32571

Clerk's Total = TAXDEED	\$455.14
Due Tax Collector = TAXDEED	\$10,284.98
Postage = TD2	\$24.44
ResearcherCopies = TD6	\$7.00

Apply Docket Codes

• For Office Use Only

Date	Docket	Desc	Amount Owed	Amount Pa	ayee ame
06/01/2010	TD1	TAX DEED APPLICATION Receipt: 1459484 Date: 10/05/2012	60.00	0.00	
06/01/2010	TAXDEED	TAX DEED CERTIFICATES Receipt: 1459484 Date: 10/05/2012	341.00	0.00	
10/16/2012	TD83	TAX COLLECTOR CERTIFICATION	0.00	0.00	
01/03/2013	TD82	O & E REPORT	0.00	0.00	
02/11/2013	TAXDEED	TAXDEED Clerk's Total	455.14	455.14	
02/11/2013	TAXDEED	TAXDEED Due Tax Collector	10,284.98	10,284.98	
02/11/2013	TD6	TITLE RESEARCHER COPY CHARGES	7.00	7.00	

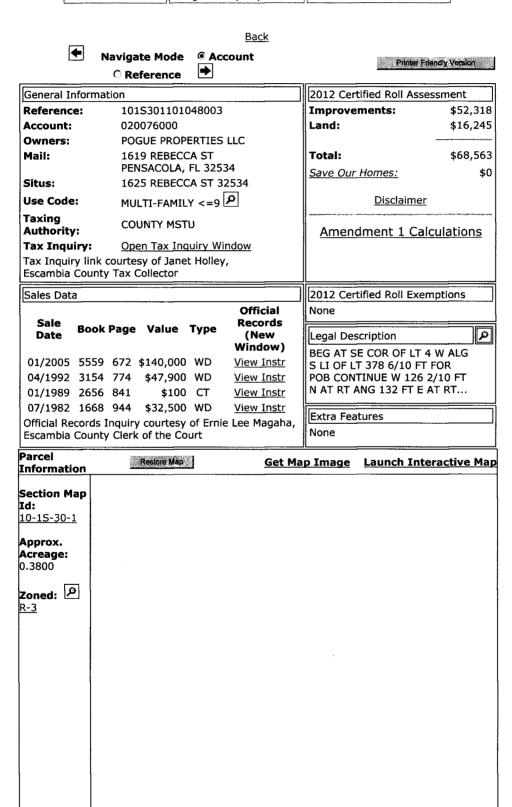
	FINANCIAL SUMMARY							
Rcd	Docket Application	Owed	Paid	Dismissed	Due			
1	Service Charge	\$67.00	\$60.00	\$0.00	\$7.00			
2	Holding	\$11,081.12	\$341.00	\$0.00	\$10,740.12			
	TOTAL	\$11,148.12	\$401.00	\$0.00	\$10,747.12			

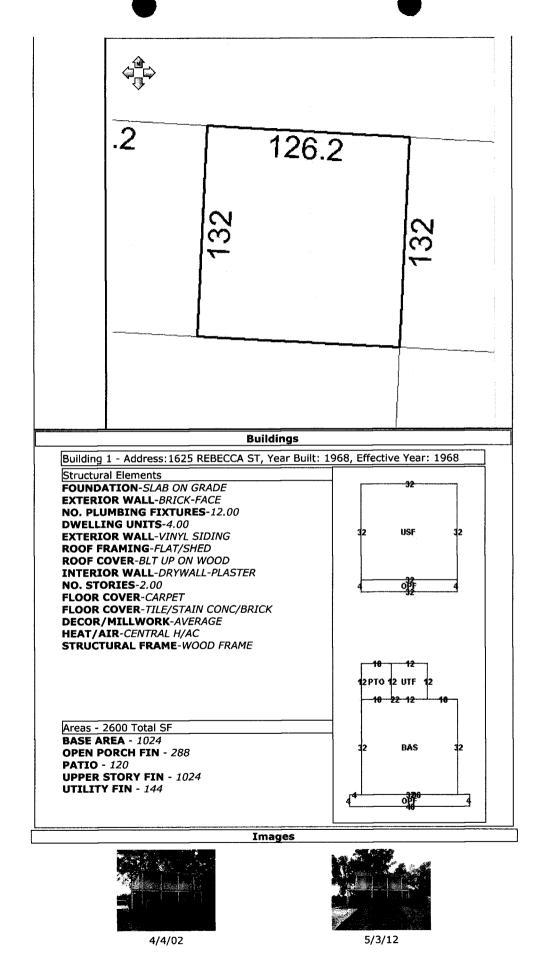
ECPA Home



Chris Jones Escambia County Property Appraiser

Real Estate Search | Tangible Property Search | Amendment 1 Calculations





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: 10/11/2012 (tc.3458)

Ernie Lee Magaha, Clerk of the Circuit Court of Escambia County Florida

Receipt Type Case

Outstanding Amount

0.00

Receipt Number 1459484

Receipt Date

10/05/2012

Case Number 2010 TD 000825

Description GERMAN AMERICAN CAPITAL CORP VS

Action TAX DEED APPLICATION

Judge

Received From GERMAN AMERICAN CAPITAL CORP

On Behalf Of GERMAN AMERICAN CAPITAL CORP

401.00 401.00	Received Received	
0.00	Change	

Receipt Payments

Cash

Amount Reference Description

401.00 ONCORE TRANS#966712

Receipt Applications

Holding

Service Charge

Amount 341.00

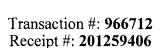
60.00

Deputy Clerk:

mavila Transaction Date 10/05/2012 08:49:23

Comments





10/5/2012 8:47:57 AM

Print Date:

Cashier Date: 10/5/2012 8:47:57 AM (MAVILA)

ERNIE LEE MAGAHA Clerk of the Circuit Court Escambia County, FL P.O. Box 333 Pensacola, FL 32591 850-595-3930

Customer Information	Transaction Information	Payment Summary	- 20
(TXD) TAX DEED DIVISION CLERK OF THE CIRCUIT COURT 221 PALAFOX PLACE Pensacola, FL 32502	DateReceived: 10/05/2012 Source Code: Over the Counter Q Code: Return Code: Government Trans Type: Recording Agent Ref Num:	Total Fees Total Payments	\$401.00 \$401.00

1 Payments	
PE CLERK	\$401.00

0 Recorded Items

0 Search Items

1 Miscellaneous Items		
(MISCFEE) MISCELLANEO TAX CERT#00825 OF 2010	OUS FEES	
TAXCR	341	\$341.00
TAXCT	1	\$60.00