

PAM CHILDERS
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

Case: 2010 TD 010303



00036751145

Dkt: TD83 Pg#:

3

Original Documents Follow

TAX COLLECTOR'S CERTIFICATIONApplication
Date / Number
Jan 4, 2013 / 121078

This is to certify that the holder listed below of Tax Sale Certificate Number **2010 / 10303**, 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: 12-0670-500**

Certificate Holder:

WELLS FARGO BANK OBO TAX LIENS SECURITIZATION TRUS
PO BOX 741307
ATLANTA, GEORGIA 30384-1307

Property Owner:

HILBURN EARLINE L
PO BOX 987
CANTONMENT, FLORIDA 32533

Legal Description: 36-2N3-131

W 347 37/100 FT OF N1/2 OF NE1/4 OF SW1/4 OF SEC 36 OR 1673 P 452

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
2010	10303	06/01/10	\$613.49	\$0.00	\$77.71	\$691.20

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

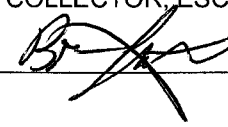
Cert. Year	Certificate Number	Date of Sale	Face Amt	T/C Fee	Interest	Total
2012	9377.0000	06/01/12	\$641.78	\$6.25	\$32.09	\$680.12
2011	9911.0000	06/01/11	\$632.88	\$6.25	\$39.56	\$678.69

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 (2012)
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

\$2,050.01
\$0.00
\$578.77
\$150.00
\$75.00
\$2,853.78
\$2,853.78
\$33,175.50
\$6.25

*Done this 4th day of January, 2013

TAX COLLECTOR, ESCAMBIA COUNTY, FLORIDA

By 

Date of Sale: September 3, 2013

* 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,

**WELLS FARGO BANK OBO TAX LIENS
SECURITIZATION TRUS
PO BOX 741307
ATLANTA, Georgia, 30384-1307**

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

Certificate No.	Parcel ID Number	Date	Legal Description
10303	12-0670-500	06/01/2010	36-2N3-131 W 347 37/100 FT OF N1/2 OF NE1/4 OF SW1/4 OF SEC 36 OR 1673 P 452

2012 TAX ROLL

HILBURN EARLINE L
PO BOX 987
CANTONMENT , Florida 32533

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.

wfremic10 (Shane Leach)

Applicant's Signature

01/04/2013

Date

PAM CHILDERS
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

Case: 2010 TD 010303



00023928539

Dkt: TD82 Pg#:

11

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.: 10170

February 11, 2013

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 02-11-1993, through 02-11-2013, and said search reveals the following:

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

Earline L. Hilburn

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

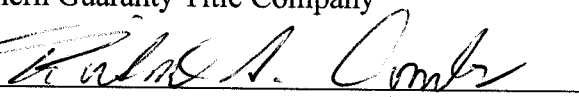
4. Taxes:

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: 

February 11, 2013

**OWNERSHIP AND ENCUMBRANCE REPORT
LEGAL DESCRIPTION**

File No.: 10170

February 11, 2013

The West 347.37 feet of the North half of the North half of the Northeast quarter of Section 36, Township 2 North, Range 31 West, Escambia County, Florida.

**OWNERSHIP AND ENCUMBRANCE REPORT
CONTINUATION PAGE**

File No.: 10170

February 11, 2013

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

1. That certain mortgage executed by Earline L. Hilburn in favor of American General Home Equity, Inc. NKA Springleaf Home Equity, Inc. dated 09/23/1999 and recorded 09/27/1999 in Official Records Book 4473, page 1685 of the public records of Escambia County, Florida, in the original amount of \$25,000.00.
2. Taxes for the year 2009-2011 delinquent. The assessed value is \$66,351.00. Tax ID 12-0670-500.

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: 9-3-2013

TAX ACCOUNT NO.: 12-0670-500

CERTIFICATE NO.: 2010-10303

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

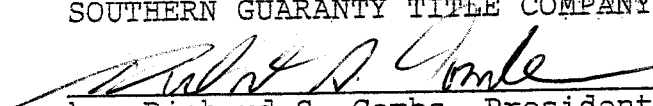
 X Homestead for 2012 tax year.

Earline L. Hilburn
P.O. Box 987
Cantonment, FL 32533
and
753 McKenzie St.
Cantonment, FL 32533

Springleaf Home Equity, Inc.
formerly American General Home Equity, Inc.
4600 Mobile Hwy. Ste 106
Pensacola, FL 32506

Certified and delivered to Escambia County Tax Collector,
this 11th day of February, 2013.

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.

9.00
26.00
35.00

WARRANTY DEED

Printed and For Sale by
Mayes Printing Company
Tallahassee, Florida
Mayes' Form D-1 - No. 130

State of Florida,

THIS DEED PREPARED BY RUTH OTS, COTTAGE HILL
FLORIDA 32533

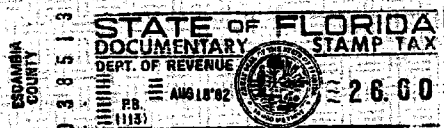
ESCAMBIA County

KNOW ALL MEN BY THESE PRESENTS: THAT WE, JOSEPH A. MARABELLA AND HIS WIFE
ELAINE MARABELLA, OF McKenzie Rd. Cottage Hill, Florida 32533

for and in consideration of the sum of TEN DOLLARS AND OTHER VALUABLE CONSIDERATION
TEN - - - - - (\$10.00) - - - - - DOLLARS

to us in hand paid by JAMES R. HILBURN AND HIS WIFE, / EARLINE L. HILBURN
17 E Briard At (32501) the receipt whereof is hereby
acknowledged, have granted, bargained and sold, and by these presents do WE grant, bargain, sell and convey
unto the said JAMES R. HILBURN AND HIS WIFE, EARLINE L. HILBURN

heirs and assigns forever, the following described real estate, situate, lying and being in
County of ESCAMBIA State of FLORIDA to-wit:
THE WEST 347.37 FEET OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE
SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 22 NORTH, RANGE 31, WEST
ESCAMBIA COUNTY, FLORIDA FRONTING FOR 347.37 FEET ON THE SOUTH SIDE
OF MCKENZIE ROAD AND RUNNING SOUTHERLY FOR 627 FEET OF EVEN WIDTH.
SUBJECT TO EASEMENTS AND LEASES OF RECORDS IN THE PUBLIC RECORDS OF
ESCAMBOA COUNTY FLDORIDA



Together with the improvements thereon, and the hereditaments and appurtenances thereunto belonging or in
anywise appertaining: To HAVE AND To HOLD the above described premises unto the said
JAMES R. HILBURN AND WIFE,

heirs and assigns, forever, free from all exemption of homestead right or claim of OUR, the said
grantor. S if any such right or claim WE possess: And WE, the said grantor, for
OUR and OUR heirs, do covenant with the said grantee S, THEIR heirs and
assigns, that WE ARE well seized of the property, and have a good right to convey the same; that
it is free from any lien or incumbrance in law or equity, and that said grantor S shall and will warrant
and by these presents forever defend the said premises unto the said grantee, THEIR heirs and
assigns, against the lawful claims of all and every person or persons whomsoever.

IN TESTIMONY WHEREOF, WE HE have hereunto set OUR hand S and seal S this
30 day of JANUARY 19 88

Signed, sealed and delivered in the presence of
Ruth E. Ots
Cottage Hill, Florida
John D. L. E.
Cottage Hill, Florida

Joseph A. Marabella (SEAL)
Elaine Marabella (SEAL)
Elaine Marabella (SEAL)

State of Florida

County of Escambia

This day, before the undersigned personally appeared JOSEPH A. MARABELLA AND

to me well known to be the individual S described in and who executed the foregoing Deed of Conveyance, and acknowledged that HE executed the same for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, this 30 day of JANUARY A. D., 1978

Notary Public. Comm. Exp. May 10-1978

This day, before the undersigned personally appeared ELAINE MARABELLA, to me well known to be the individual described in and who executed the foregoing Deed of Conveyance and acknowledged that she executed the same for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, this 7th day of June, 1978.

Notary Public

My Commission expires: Oct 19 1978

Mayes' Form D-1

State of Florida

COUNTY

TO

Warranty Deed

Received this _____ day

of _____ A. D., 19 _____

at _____ o'clock _____ M

and Recorded in Volume _____ Page _____

the _____ day of _____ 19 _____

Clerk Circuit Court

By _____, D.C.

Mayes Printing Company, Pensacola, Florida

FILED & RECORDED IN
THE PUBLIC RECORDS OF
ESCAMBIA CO., FLA. ON
AUG 17 4 32 PM '78
INDEXED
SERIALIZED
FILED

159647

1950
87.50
50.00
157.00

This instrument was prepared by:

VICKY GIOVENCO

4600 MOBILE HWY STE 106

PENSACOLA, FLORIDA 32506

DR BK 4473 P61685
Escambia County, Florida
INSTRUMENT 99-666953

MTG DOC STAMPS PD @ ESC CO \$ 87.50
09/27/99 ERMIE LEE MAGNA, CLERK
By: Baird Elder

INTANGIBLE TAX PD @ ESC CO \$ 50.00
09/27/99 ERMIE LEE MAGNA, CLERK
By: Baird Elder

Account No. _____

(Space Above This Line for Recording Data)

OPEN-END MORTGAGE

**AMERICAN
GENERAL
FINANCE**

THIS OPEN-END MORTGAGE ("Security Instrument") is given on 09/23/99. The mortgagor is EARLINE L. HILBURN, A SINGLE WOMAN ("Borrower").
(indicate marital status)

This Security Instrument is given to AMERICAN GENERAL HOME EQUITY, INC., which is organized and existing under the laws of DELEWARE, and whose address is 4600 MOBILE HWY STE 106 PENSACOLA, FLORIDA 32506 ("Lender"). Borrower may incur indebtedness to Lender in amounts fluctuating from time to time up to the principal sum of TWENTY-FIVE THOUSAND DOLLARS AND NO CENTS

Dollars (U.S. \$25,000.00) which amount constitutes the maximum amount of unpaid loan indebtedness, exclusive of interest, thereon, which is secured under this Security Instrument. This debt is evidenced by Borrower's Revolving Line of Credit Agreement and Disclosure Statement dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable as provided in the Note. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note; and (d) the unpaid balances of loan advances made after this Security Instrument is delivered to the recorder for record. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in ESCAMBIA County, Florida:

THE WEST 347.37 FEET OF THE NORTH HALF OF THE NORTH HALF OF THE NORTH EAST QUARTER OF SECTION 36, TOWNSHIP 2 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, FRONTING FOR 347.57 FEET ON THE SOUTH SIDE OF MCKENZIE ROAD AND RUNNING SOUTHERLY FOR 627 FEET OF EVEN WIDTH.

✓
Record & Return To
First American Title Insurance Co.
7201 N. 9th Avenue, Suite A-4
Pensacola, FL 32504

DATE OF THE NOTE SEPTEMBER 23RD, 1999
AMOUNT OF NOTE:

Prior Instrument Reference: Volume _____, Page _____;

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. At the request of Lender, Borrower shall begin making monthly payments into an escrow account for the payment of yearly taxes, insurance and other yearly charges imposed upon the Property.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied as provided in the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner prescribed by Lender and on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval, which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due with any excess paid to Borrower. If Borrower abandons the Property, or does not answer with 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless the Note provides otherwise, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 18 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees if and as permitted by applicable law, and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid by Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fractions: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument whether or not then due.

Unless the Note provides otherwise, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

10. Borrower Not Released; Forbearance by Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

12. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceed permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower.

13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

14. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

15. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

16. 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 if the exercise of this option by Lender is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, 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.

17. Borrower's Right to Reinstate. To the extent required by applicable law, Borrower may have the right to have enforcement of this Security Instrument discontinued. Upon reinstatement by Borrower, this Security Instrument and the obligations secured thereby shall remain fully effective as if no acceleration had occurred.

18. Acceleration; Remedies. Except as provided in paragraph 16, if Borrower is in default due to the occurrence of any of the events of default provided in the "DEFAULT; TERMINATION AND ACCELERATION BY LENDER" provision of the Note, Lender shall give Borrower notice specifying: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorneys' fees if and as permitted by applicable law and costs of title evidence.

19. Lender in Possession; Assignment of Rents. Upon acceleration under paragraph 18 or abandonment of the Property, Lender (by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds, and reasonable attorneys' fees if and as permitted by applicable law, and then to the sums secured by this Security Instrument. Nothing herein contained shall be construed as constituting Lender a "mortgagee in possession" unless Lender shall have entered into and shall remain in actual possession of the Property.

20. Release. Upon payment of all sums secured by this Security Instrument, Lender shall discharge this Security Instrument, Borrower shall pay any recordation costs.

21. Advances to Protect Security. This Security Instrument shall secure the unpaid balance of advances made by Lender, with respect to the Property, for the payment of taxes, assessments, insurance premiums and costs incurred for the protection of the Property.

22. Mortgagors further agree not to violate any laws, ordinances or regulations of any nature whatsoever including but not limited to all environmental laws affecting said real property. Any such violation shall be deemed a default herein and Mortgagors agree to indemnify, defend and hold Mortgagee harmless against any claims and damages directly or indirectly caused by Mortgagors' actions including but not limited to clean-up costs arising thereunder and any reasonable attorneys' fees and costs appertaining thereto, and that said claims and damages shall be deemed additional sums due under the mortgage indebtedness set forth in the note executed in conjunction herewith.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and expressly releases and waives Borrower's right of homestead in the Property. Borrower and Spouse does not hereby waive or release any homestead tax exemption which may be available to Borrower. By signing below, N/A, the spouse of Borrower, has also executed this instrument solely for the purpose of mortgaging and releasing (and does hereby so release and mortgage) all of such spouse's rights of homestead in the property.

Witnesses:

Wanda S Sands

WANDA S SANDS
Print or type name

Vicky Giovenco

VICKY GIOVENCO
Print or type name

Earline L. Hilburn (Seal)
Borrower

EARLINE L. HILBURN

Print or type name

735 MCKENZIE RD CANTONMENT, FL 32533
Mailing Address

RCD Sep 27, 1999 12:50 pm
Escambia County, Florida (Seal)
B

Ernie Lee Magaha
Print or type name
Clerk of the Circuit Court
INSTRUMENT 99-666953

Mailing Address

STATE OF FLORIDA **ESCAMBIA**, County ss:

The foregoing instrument was acknowledged before me this 23 day of Sept, 1999 by Earline L. Hilburn, a single woman (name of person acknowledged) who is personally known to me or who has produced (type of identification) as identification and who did (did not) take an oath.

WANDA S. SANDS
NOTARY PUBLIC, STATE OF FLORIDA
My Commission Expires Feb. 23, 2003
Commission # CC810174

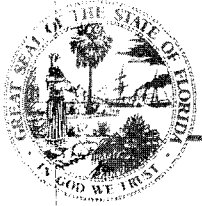
PERSONALLY KNOWN ☐ OR PRODUCED IDENTIFICATION ☒
TYPE OF IDENTIFICATION PRODUCED DRIVERS Lic.

Wanda S Sands
(Signature of Person Taking Acknowledgment)

(Name of Acknowledger, Typed, Printed or stamped)

(Title or Rank)

(Serial No. if any)



Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

Clerk of Courts • County Comptroller • Clerk of the Board of County Commissioners • Recorder •

July 24, 2013

Lois Hilburn
1600 Governors Dr Apt 324
Pensacola FL 32514

Dear Ms. Hilburn,

The records of this office show that an application for a tax deed had been made on the property represented by the numbered certificate listed below. The property was redeemed by you on July 19, 2013. A refund of unused fees/interest is enclosed. If you have any questions, please feel free to give me a call.

CERT NO

REFUND

10303/2010

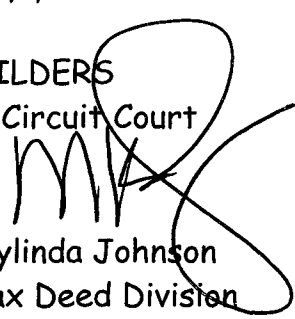
\$456.97

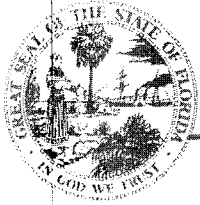
TOTAL \$456.97

Very truly yours,

PAM CHILDERS
Clerk of Circuit Court

By:


Mylinda Johnson
Tax Deed Division



Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

Clerk of Courts • County Comptroller • Clerk of the Board of County Commissioners • Recorder •

July 24, 2013

WELLS FARGO BANK
OBO TAX LIENS SECURITIZATION TRUST
P O BOX 741307
ATLANTA GA 30384

Dear Certificate Holder:

The records of this office show that an application for a tax deed had been made on the property represented by the numbered certificate listed below. The property redeemed prior to sale; therefore your application fees are now refundable.

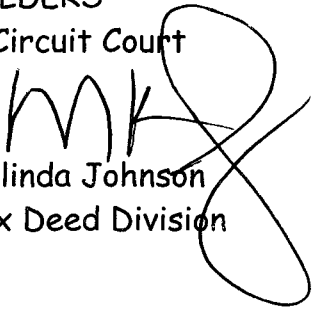
TAX CERT	APP FEES	INTEREST	TOTAL
2010 TD 10303	\$401.00	\$36.09	\$437.09

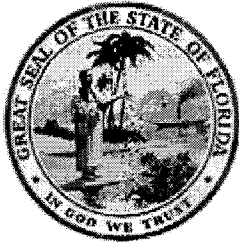
TOTAL \$437.09

Very truly yours,

PAM CHILDERS
Clerk of Circuit Court

By:


Mylinda Johnson
Tax Deed Division



PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

Tax Deed - Redemption Calculator

Account: 120670500 Certificate Number: 010303 of 2010

Redemption ☒ Yes Application Date Interest Rate

	Final Redemption Payment ESTIMATED	Redemption Overpayment ACTUAL
	Auction Date 09/03/2013	Redemption Date 07/19/2013
Months	8	6
Tax Collector	\$2,853.78	\$2,853.78
Tax Collector Interest	\$342.45	\$256.84
Tax Collector Fee	\$6.25	\$6.25
Total Tax Collector	\$3,202.48	\$3,116.87
Clerk Fee	\$60.00	\$60.00
Sheriff Fee	\$120.00	\$120.00
Legal Advertisement	\$221.00	\$221.00
App. Fee Interest	\$48.12	\$36.09
Total Clerk	\$449.12	\$437.09
Postage	\$18.33	\$0.00
Researcher Copies	\$6.00	\$6.00
Total Redemption Amount	\$3,675.93	\$3,559.96
	Repayment Overpayment Refund Amount	\$115.97

+ 221.00
 120
 456.97

ACTUAL SHERIFF \$40.00 COM FEE \$18.50
 05/14/13 EARLINE L HILBURN called for quote...ebh
 Notes 5/14/2013 daughter in law of the owner called for redemption

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: 120670500 Certificate Number: 010303 of 2010

**Payor: LOIS HILBURN 1600 GOVERNORS DRIVE APT 324 PENSACOLA FL 32514 Date
 07/19/2013**

Clerk's Check #	2445425	Clerk's Total	\$449.12
Tax Collector Check #	1	Tax Collector's Total	\$3,202.48
		Postage	\$18.33
		Researcher Copies	\$6.00
		Total Received	\$3,675.93

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 010303

Redeemed Date 07/19/2013

Name LOIS HILBURN 1600 GOVERNORS DRIVE APT 324 PENSACOLA FL 32514

☐ Clerk's Total = TAXDEED	\$449.12
☐ Due Tax Collector = TAXDEED	\$3,202.48
☐ Postage = TD2	\$18.33
☐ ResearcherCopies = TD6	\$6.00

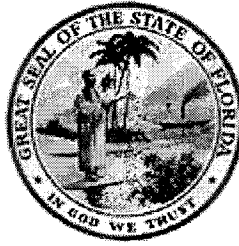
• For Office Use Only

Date	Docket	Desc	Amount Owed	Amount Due	Payee Name
06/01/2010	TD1	TAX DEED APPLICATION Receipt: 1487704 Date: 02/08/2013	60.00	0.00	
06/01/2010	TAXDEED	TAX DEED CERTIFICATES Receipt: 1487704 Date: 02/08/2013	341.00	0.00	
02/08/2013	TD83	TAX COLLECTOR CERTIFICATION	0.00	0.00	
03/11/2013	TD82	O & E REPORT	0.00	0.00	

FINANCIAL SUMMARY

Rcd	Docket Application	Owed	Paid	Dismissed	Due
1	Service Charge	\$60.00	\$60.00	\$0.00	\$0.00
2	Holding	\$341.00	\$341.00	\$0.00	\$0.00
	TOTAL	\$401.00	\$401.00	\$0.00	\$0.00

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 010303

Redeemed Date 07/19/2013

Name LOIS HILBURN 1600 GOVERNORS DRIVE APT 324 PENSACOLA FL 32514

☐ Clerk's Total = TAXDEED	\$449.12
☐ Due Tax Collector = TAXDEED	\$3,202.48
☐ Postage = TD2	\$18.33
☐ ResearcherCopies = TD6	\$6.00

• For Office Use Only

Date	Docket	Desc	Amount Owed	Amount Due	Payee Name
06/01/2010	TD1	TAX DEED APPLICATION Receipt: 1487704 Date: 02/08/2013	60.00	0.00	
06/01/2010	TAXDEED	TAX DEED CERTIFICATES Receipt: 1487704 Date: 02/08/2013	341.00	0.00	
02/08/2013	TD83	TAX COLLECTOR CERTIFICATION	0.00	0.00	
03/11/2013	TD82	O & E REPORT	0.00	0.00	

FINANCIAL SUMMARY

Rcd	Docket Application	Owed	Paid	Dismissed	Due
1	Service Charge	\$60.00	\$60.00	\$0.00	\$0.00
2	Holding	\$341.00	\$341.00	\$0.00	\$0.00
	TOTAL	\$401.00	\$401.00	\$0.00	\$0.00

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

Receipt Type	Case	Outstanding Amount	0.00
Receipt Number	1487704	Receipt Date	02/08/2013

Case Number 2010 TD 010303

Description WELLS FARGO BANK OBO TAX LIENS SECURITIZATION TRUS VS

Action TAX DEED APPLICATION

Judge

Received From MTAG SERVICES

On Behalf Of WELLS FARGO BANK OBO TAX LIENS
SECURITIZATION TRUS

Total Received	401.00
Net Received	401.00
Change	0.00

Receipt Payments	Amount	Reference Description
Check	401.00	10369

Receipt Applications	Amount
Holding	341.00
Service Charge	60.00

Deputy Clerk: mavila Transaction Date 02/08/2013 09:50:19

Comments



Chris Jones

Escambia County Property Appraiser

Real Estate Search | Tangible Property Search | Amendment 1 Calculations

[Back](#)

[← Navigate Mode](#)
[Account ↻](#)

[Reference](#)

[Printer Friendly Version](#)

General Information						2012 Certified Roll Assessment	
Reference:	362N313100000001					Improvements:	\$42,771
Account:	120670500					Land:	\$34,960
Owners:	HILBURN EARLINE L						
Mail:	PO BOX 987 CANTONMENT, FL 32533					Total:	\$77,731
Situs:	753 MCKENZIE ST 32533					<u>Save Our Homes:</u>	\$66,351
Use Code:	SINGLE FAMILY RESID 					<u>Disclaimer</u>	
Taxing Authority:	COUNTY MSTU					<u>Amendment 1 Calculations</u>	
Tax Inquiry:	<u>Open Tax Inquiry Window</u>						
Tax Inquiry link courtesy of Janet Holley Escambia County Tax Collector							
Sales Data						2012 Certified Roll Exemptions	
Sale Date	Book	Page	Value	Type	Official Records (New Window)	HOMESTEAD EXEMPTION, WIDOW	
01/1978	1673	452	\$6,500	WD	<u>View Instr</u>	<u>Legal Description</u>	
01/1975	888	813	\$100	WD	<u>View Instr</u>	W 347 37/100 FT OF N1/2 OF NE1/4 OF SW1/4 OF SEC 36 OR 1673 P 452	
01/1975	888	811	\$100	QC	<u>View Instr</u>		
01/1974	845	343	\$3,000	WD	<u>View Instr</u>		
Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of Courts						Extra Features	
						None	

Parcel Information

[Restore Map](#)

[Launch Interactive Map](#)

Section Map
Id:
36-2N-31

Approx.
Acreage:
4.9700

Zoned:
VR-1

Evacuation
& Flood
Information
[Open Report](#)

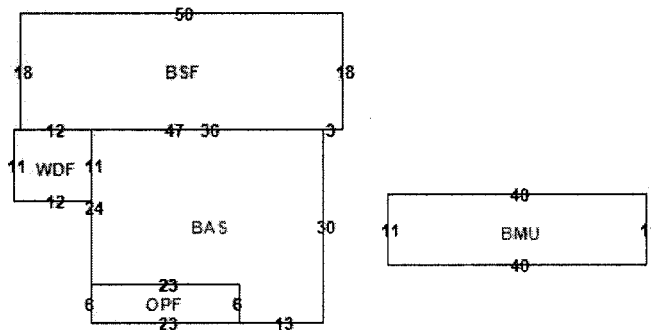


Buildings

Building 1 - Address: 753 MCKENZIE ST, Year Built: 1960, Effective Year: 1960

Structural Elements

FOUNDATION-
WOOD/NO SUB FLR
EXTERIOR WALL-
BRICK-FACE
NO. PLUMBING
FIXTURES-6.00
DWELLING UNITS-
1.00
ROOF FRAMING-
GABLE
ROOF COVER-
COMPOSITION SHG
INTERIOR WALL-
DRYWALL-PLASTER
FLOOR COVER-
CARPET
NO. STORIES-1.00
FLOOR COVER-
TILE/STAIN
CONC/BRICK
DECOR/MILLWORK
-AVERAGE
HEAT/AIR-CENTRAL
H/AC
STRUCTURAL
FRAME-WOOD
FRAME



Areas - 2552 Total
SF

BASE AREA - 942
BASE SEMI FIN -
900
BASEMENT UNF -
440
OPEN PORCH FIN -
138
WOOD DECK FIN -

Images

None

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

Last Updated:02/08/2013 (tc.2312)

MTAG SERVICES LLC
DB TLS ADVANCE LLC

10369

OUR REFERENCE NO.	YOUR INVOICE NO.	INVOICE DATE	INVOICE AMOUNT	AMOUNT PAID	DISCOUNT	NET AMOUNT
932032		1/30/2013	\$401.00	\$401.00	\$0.00	\$401.00
Muni Cert - 2010-10303						
			\$401.00	\$401.00	\$0.00	\$401.00