#### **ERNIE LEE MAGAHA**

CLERK OF THE CIRCUIT COURT

ARCHIVES AND RECORDS
CHILD SUPPORT
CIRCUIT CIVIL
CIRCUIT CRIMINAL
COUNTY CIVIL
COUNTY CIVIL
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 011505

00090550887

Dkt: TD83 Pg#:

**Original Documents Follow** 

FORM 513 (r.12/00)

### TAX COLLECTOR'S CERTIFICATION

Application
Date / Number
Aug 29, 2012 / 120816

Total

This is to certify that the holder listed below of Tax Sale Certificate Number **2010** / **11505**, 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**: 14-2971-000

**Certificate Holder:** 

USAMERIBANK C/O KINGERY/CROUSE MAGNOLIA TC2 LLC

LOCKBOX ACCOUNT NO 500005897

CLEARWATER, FLORIDA 33762-0295

Property Owner:

TAYLOR MARK

438 MONTROSE BLVD

GULF BREEZE, FLORIDA 32561-4063

T/C Fee

Interest

Legal Description: 00-0S0-090

Cert. Year Certificate Number

LT 16 & W 1/2 OF LT 15 BLK 352 NEW CITY TRACT OR 5534 P 1458 CA 53

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:

Date of Sale

2010	11505	06/01/10	\$640.92	\$0.00	\$115.37	\$756.29
CERTIFICATES REDEEMED BY APPLICANT OR INCLUDED (COUNTY) IN CONNECTION WITH THIS APPLICATION:						
	0 40 4 44 4			T (0	1	Total

Face Amt

Cert. Year	Certificate Number	Date of Sale	Face Amt	T/C Fee	Interest	Total
2012	10488.0000	06/01/12	\$721.96	\$6.25	\$36.10	\$764.31
2011	11070.0000	06/01/11	\$662.68	\$6.25	\$122.18	\$791.11

4 T-1-1	of all Cardiffication in Assalt			a difference [	Dadaamad by	
	of all Certificates in Appli	cant's Possessio	in and Cost of the C	ertificates i	Redeemed by	\$2,311.71
	cant or Included (County)					
<ol><li>Total</li></ol>	of Delinquent Taxes Paid	by Tax Deed Ap	oplication			\$0.00
<ol><li>Total</li></ol>	of Current Taxes Paid by	Tax Deed Appli	cant			
	ership and Encumbrance					\$150.00
5. Tax D	eed Application Fee	•				\$75.00
6. Total	Certified by Tax Collector	to Clerk of Cou	rt			\$2,536.71
7. Clerk	of Court Statutory Fee					
8. Clerk of Court Certified Mail Charge						
9. Clerk	of Court Advertising Cha	rge				
10. Sherit	ff's Fee					
11						
12. Total	of Lines 6 thru 11					\$2,536.71
13. Intere	est Computed by Clerk of	Court Per Florid	a Statutes( %	)		
14. One-l	Half of the assessed valu	e of homestead	property. If applicab	le pursuant	t to section	
197.5	602, F.S.					
15. Statu	tory (Opening) Bid; Total	of Lines 12 thru	14			
	mption Fee					\$6.25
17. Total	Amount to Redeem					<u> </u>

\*Done this 29th day of August, 2012

By Candice Ilus

Date of Sale: May 6, 2013

<sup>\*</sup> 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,

**USAMERIBANK C/O KINGERY/CROUSE MAGNOLIA** 

TC2 LLC

**LOCKBOX ACCOUNT NO 500005897** CLEARWATER, Florida, 33762-0295

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

Certificate No. 11505

**Parcel ID Number** 

Date

**Legal Description** 

14-2971-000

06/01/2010

00-050-090 LT 16 & W 1/2 OF LT 15 BLK 352 NEW CITY TRACT OR 5534 P 1458 CA 53

### **2011 TAX ROLL**

TAYLOR MARK 438 MONTROSE BLVD GULF BREEZE, Florida 32561-4063

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.

magnoliatc2tda (Brian Cirillo)

08/29/2012

Applicant's Signature

Date

#### **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

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### **IMAGING COVER PAGE**

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Case: 2010 TD 011505

00025955559 Dkt: TD82 Pg#:

**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.: 9901 November 8, 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 11-08-1992, through 11-08-2012, and said search reveals the following:

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

Mark Taylor

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

November 8, 2012

### OWNERSHIP AND ENCUMBRANCE REPORT LEGAL DESCRIPTION

File No.: 9901

November 8, 2012

Lot 16 and the West 1/2 of Lot 15, Block 352, New City Tract, City of Pensacola, Escambia County, Florida, according to the map of said City copyrighted by Thomas C. Watson in 1906.

### OWNERSHIP AND ENCUMBRANCE REPORT CONTINUATION PAGE

File No.: 9901 November 8, 2012

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

- 1. Mortgage executed by Mark Taylor to U.S. Small Business Administration, dated 03/25/2005 and recorded in Official Record Book 5607 on page 1906 of the public records of Escambia County, Florida. given to secure the original principal sum of \$76,500.00. Mortgage Modification recorded in O.R. Book 5670, page 121.
- 2. Taxes for the year 2009-2011 delinquent. The assessed value is \$31,350.00. Tax ID 14-2971-000.

### 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 5-6-2013 TAX DEED SALE DATE: TAX ACCOUNT NO.: 14-2971-000 CERTIFICATE NO.: 2010-11505 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. Mark Taylor 438 Montrose Blvd. Gulf Breeze, FL 32561 Unknown Tenants 1408 E. Fisher St. Pensacola, FL 32503 U.S. Small Business Administration 801 Tom Martin Dr., Ste 120 Birmingham, AL 35211 Certified and delivered to Escambia County Tax Collector, this 8th day of November , 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.

12 : 91.00 + 5.00.

OR BK 5534 PG1458 Escambia County, Florida INSTRUMENT 2004-308046

DEED BOC STAMPS PD @ ESC CD \$ 91.00 12/03/04 EBNIE LEE NOGHA, CLERK

Prepared by
Linda Stewart, an employee of
First American Title Insurance Company
4300 Bayou Boulevard, Suite 17E
Pensacola, Florida 32503
(850) 484-5566

RETURN TO:

First American Title 4300 Bayou Blvd. Ste 17-E

Return to: Grantee

Pensacola, FL 32503

File No.: 2124-639958

### **WARRANTY DEED**

This indenture made on November 17, 2004 A.D., by

Edmond Tripp, Jr. and Curtis J. Tripp and Willie J. Tripp and Sally Tripp Jones a/k/a Sally B. Jones and Katie Lee Boykins and Larry C. Tripp and O'Neal Kirksey

whose address is: **610 N. "G" St., Pensacola, Fl. 32501** hereinafter called the "grantor", to

### Mark Taylor, a single man

whose address is: 1408 E. Fisher Road, Pensacola, FL 32503

hereinafter called the "grantee":

(Which terms "Grantor" and "Grantee" shall include singular or plural, corporation or individual, and either sex, and shall include heirs, legal representatives, successors and assigns of the same)

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

Lot 16 and the West 1/2 of Lot 15, Block 352, New City Tract, City of Pensacola, Escambia County, Florida, according to the map of City of Pensacola copyrighted by Thomas C. Watson in 1906.

Parcel Identification Number: 00-05-00-9025-016-352

**The land** is not the homestead of the Grantor under the laws and constitution of the State of Florida and neither the Grantor nor any person(s) for whose support the Grantor is responsible reside on or adjacent to the land.

**Subject to** all reservations, covenants, conditions, restrictions and easements of record and to all applicable zoning ordinances and/or restrictions imposed by governmental authorities, if any.

OR BK 5534 P61459 Escambia County, Florida INSTRUMENT 2004-308046

RCD Dec 03, 2004 10:00 am Escambia County, Florida

ERNIE LEE MAGAHA Clerk of the Circuit Court INSTRUMENT 2004-308046

**Together** with all the tenements, hereditaments and appurtenances thereto belonging or in any way 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 31st of 2004.

**In Witness Whereof**, the grantor has hereunto set their hand(s) and seal(s) the day and year first above written.

Curtis J. Tripp By Sally B.  Curtis J. Tripp by Sally B. Jones, Attorney in Fact  Cully Tripp Jones  Sally Tripp Jones	Jones Edmond Tripp by Sally B Jones  Edmond Tripp Jr.  by Sally B. Jones, Attorney in Fact  Liller T. Joseph  Willie J. Tripp
Larry C. Tripp	Katic Lee Borgers her Salle, B. Jones Katic Lee Boykins by Sally B. Jones, Attorney in Fact  O'Neal Kirksey by Sally B. Jones, Attorney in Fact
Signed, sealed and delivered in our presence:	, A
Inda Steel	hurthy
Witness Signature	Witness Signature
Print Name: LLNDA C.STEWART	Print Name: TERESA J- CRUNKY

State of Florida

County of Escambia

The Foregoing Instrument Was Acknowledged before me on November 17, 2004, by Sally B. Jones a/k/a Sally Tripp Jones, as individually and as Attorney in fact for Edmond Tripp, Jr. and Curtis J. Tripp and Katie Lee Boykins and O'Neai Kirksey, Willie J. Tripp and Larry C. Tripp who is/are personally known to me or who has/have produced a valid driver's license as identification.

NOTARY PUBLIC

Notary Print Name
My Commission Expires:

Linda C. Stewart

6Y.COMMISSION # DD270162 EXPIRES

December 26, 2007

BONDED THRU TROY FAIN INSURANCE, INC.

Recorded in Public Records 04/01/2005 at 10:46 AM, OR Book 5607 Page 1906, Instrument #2005354519, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording \$35.50 MTG Stamps \$267.75

MAIL ANY NOTICE OF DEFAULT TO: U.S. SMALL BUSINESS ADMINISTRATION 801 Tom Martin Drive, Suite 120 Birmingham, Alabama, 35211

THIS INSTRUMENT PREPARED BY AND MAIL TO: Julie K. Nelson, Attorney/Advisor U.S. SMALL BUSINESS ADMINISTRATION 14925 Kingsport Road Fort Worth, Texas 76155-2243 (817)868-2300

TAYLOR, Mark L. # 3627-25352 Loan No. DLH 87337340-06

SPACE ABOVE THIS LINE FOR RECORDER'S USE

### MORTGAGE (Direct)

This mortgage made and entered into this 25th day of March 2005, by and between Mark L. Taylor, wata Mark Taylor, an unmarried person, 1408 E Fisher, Pensacola, Florida 32503 (hereinafter referred to as mortgagor) and the Administrator of the Small Business Administration, an agency of the Government of the United States of America (hereinafter referred to as mortgagee), who maintains an office and place of business at 801 Tom Martin Drive, Suite 120, Birmingham, Alabama, 35211

WITNESSETH, that for the consideration hereinafter stated, receipt of which is hereby acknowledged, the mortgagor does hereby mortgage, sell, grant, assign, and convey unto the mortgagee, his successors and assigns, all of the following described property situated and being in the County of Escambia, State of Florida:

Lot 16 and the West 1/2 of Lot 15, Block 352, New City Tract, City of Pensacola, Escambia County, Florida, according to the map of City of Pensacola copyrighted by Thomas C. Watson in 1906.

More commonly known as: 1408 E. Fisher, Pensacola, Florida, 32503

It is hereby agreed between the parties hereto, that if the mortgagor, subsequent to the date of this mortgage, conveys, contracts, or attempts to sell the above described mortgaged property in any way or manner whatsoever, while said property is mortgaged to the mortgagee, and without the written consent of the mortgagee, then and in such event the whole sum of principal and interest of the debt secured by this mortgage shall, at the option of the mortgagee, become immediately due and payable, and this mortgage may be foreclosed at once if said debt is not paid in full.

"This transaction is exempt from the Florida Intangible Tax since a governmental agency is holder of the indebtedness".

Together with and including all buildings, all fixtures including but not limited to all plumbing, heating, lighting, ventilating, refrigerating, incinerating, air conditioning apparatus, and elevators (the mortgagor hereby declaring that it is intended that the items herein enumerated shall be deemed to have been permanently installed as part of the realty), and all improvements now or hereafter existing thereon; the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, all rights of redemption, and the rents, issues, and profits of the above described property (provided, however, that the mortgagor shall be entitled to the possession of said property and to collect and retain the rents, issues, and profits until default hereunder). To have and to hold the same unto the mortgagee and the successors in interest of the mortgagee forever in fee simple or such other estate, if any, as is stated herein.

The mortgagor covenants that he is lawfully seized and possessed of and has the right to sell and convey said property; that the same is free from all encumbrances except as hereinabove recited; and that he hereby binds himself and his successors in interest to warrant and defend the title aforesaid thereto and every part thereof against the claims of all persons whomsoever.

This instrument is given to secure the payment of a promissory note dated <u>March 25, 2005</u> in the principal sum of \$76,500.00 and maturing on <u>March 25, 2035</u>.

The mortgagor covenants and agrees as follows:

BK: 5607 PG: 1907

- a. He will promptly pay the indebtedness evidenced by said promissory note at the times and in the manner therein provided.
- b. He will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the said mortgagee.
- c. He will pay such expenses and fees as may be incurred in the protection and maintenance of said property, including the fees of any attorney employed by the mortgagee for the collection of any or all of the indebtedness hereby secured, or for fees reasonably incurred in any other way shall be paid by the mortgagor.
- d. For better security of the indebtedness hereby secured, upon the request of the mortgagee, its successors or assigns, he shall execute and deliver a supplemental mortgage or mortgages covering any additions, improvements, or betterments made to the property hereinabove described and all property acquired by it after the date hereof (all in form satisfactory to mortgagee). Furthermore, should mortgagor fail to cure any default in the payment of a prior or inferior encumbrance on the property described by this instrument, mortgagor hereby agrees to permit mortgagee to cure such default, but mortgagee is not obligated to do so; and such advances shall become part of the indebtedness secured by this instrument, subject to the same terms and conditions.
- e. The rights created by this conveyance shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness evidenced by said promissory note or any part thereof secured hereby.
- f. He will continuously maintain hazard insurance, of such type or types and in such amounts as the mortgagee may from time to time require on the improvements now or hereafter on said property, and will pay promptly when due any premiums therefor. All insurance shall be carried in companies acceptable to mortgagee and the policies and renewals thereof shall be held by mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the mortgagee. In event of loss, mortgagor will give immediate notice in writing to mortgagee, and mortgagee may make proof of loss if not made promptly by mortgagee instead of to mortgagor and mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged or destroyed. In event of foreclosure of this mortgage, or other transfer of title to said property in extinguishment of the indebtedness secured hereby, all right, title, and interest of the mortgagor in and to any insurance policies then in force shall pass to the purchaser or mortgagee or, at the option of the mortgagee, may be surrendered for a refund.
- 8. He will keep all buildings and other improvements on said property in good repair and condition; will permit, commit, or suffer no waste, impairment, deterioration of said property or any part thereof; in the event of failure of the mortgagor to keep the buildings on said premises and those erected on said premises, or improvements thereon, in good repair, the mortgagee may make such repairs as in its discretion it may deem necessary for the proper preservation thereof; and the full amount of each and every such payment shall be immediately due and payable and shall be secured by the lien of this mortgage.
- h. He will not voluntarily create or permit to be created against the property subject to this mortgage any lien or liens inferior or superior to the lien of this mortgage without the written consent of the mortgagee; and further, he will keep and maintain the same free from the claim of all persons supplying labor or materials for construction of any and all buildings or improvements now being erected or to be erected on said premises.
- i. He will not rent or assign any part of the rent of said mortgaged property or demolish, or remove, or substantially alter any building without the written consent of the mortgagee.
- j. All awards of damages in connection with any condemnation for public use of or injury to any of the property subject to this mortgage are hereby assigned and shall be paid to mortgagee, who may apply the same to payment of the installments last due under said note, and mortgagee is hereby authorized, in the name of the mortgagor, to execute and deliver valid acquittances thereof and to appeal from any such award.
  - k. The mortgagee shall have the right to inspect the mortgaged premises at any reasonable time.
- 2. Default in any of the covenants or conditions of this instrument or of the note or loan agreement secured hereby shall terminate the mortgagor's right to possession, use, and enjoyment of the property, at the option of the mortgagee or his assigns (it being agreed that the mortgagor shall have such right until default). Upon any such default, the mortgagee shall become the owner

BK: 5607 PG: 1908

TAYLUR, Mark L. 3627-25352 / DLH 87337340-06

of all of the rents and profits accruing after default as security for the indebtedness secured hereby, with the right to enter upon said property for the purpose of collecting such rents and profits. This instrument shall operate as an assignment of any rentals on said property to that extent.

- 3. The mortgagor covenants and agrees that if he shall fail to pay said indebtedness or any part thereof when due, or shall fail to perform any covenant or agreement of this instrument or the promissory note secured hereby, the entire indebtedness hereby secured shall immediately become due, payable, and collectible without notice, at the option of the mortgagee or assigns, regardless of maturity, and the mortgagee or his assigns may before or after entry sell said property without appraisement (the mortgagor having waived and assigned to the mortgagee all rights of appraisement):
  - (I) at judicial sale pursuant to the provisions of 28 U.S.C. 2001 (a); or
- (II) at the option of the mortgagee, either by auction or by solicitation of sealed bids, for the highest and best bid complying with the terms of sale and manner of payment specified in the published notice of sale, first giving four weeks' notice of the time, terms, and place of such sale, by advertisement not less than once during each of said four weeks in a newspaper published or distributed in the county in which said property is situated, all other notice being hereby waived by the mortgagor (and said mortgagee, or any person on behalf of said mortgagee, may bid with the unpaid indebtedness evidenced by said note). Said sale shall be held at or on the property to be sold or at the Federal, county, or city courthouse for the county in which the property is located. The mortgagee is hereby authorized to execute for and on behalf of the mortgagor and to deliver to the purchaser at such sale a sufficient conveyance of said property, which conveyance shall contain recitals as to the happening of the default upon which the execution of the power of sale herein granted depends; and the said mortgagor hereby constitutes and appoints the mortgagee or any agent or attorney of the mortgagee, the agent and attorney in fact of said mortgagor to make such recitals and to execute said conveyance and hereby covenants and agrees that the recitals so made shall be effectual to bar all equity or right of redemption, homestead, dower, and all other exemptions of the mortgagor, all of which are hereby expressly waived and conveyed to the mortgagee; or
- (III) take any other appropriate action pursuant to state or Federal statute either in state or Federal court or otherwise for the disposition of the property.

In the event of a sale as hereinabove provided, the mortgagor or any person in possession under the mortgagor shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale or be summarily dispossessed, in accordance with the provisions of law applicable to tenants holding over. The power and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise, and are granted as cumulative to the remedies for collection of said indebtedness provided by law.

- 4. The proceeds of any sale of said property in accordance with the preceding paragraphs shall be applied first to pay the costs and expenses of said sale, the expenses incurred by the mortgagee for the purpose of protecting or maintaining said property, and reasonable attorneys' fees; secondly, to pay the indebtedness secured hereby; and thirdly, to pay any surplus or excess to the person or persons legally entitled thereto.
- 5. In the event said property is sold at a judicial foreclosure sale or pursuant to the power of sale hereinabove granted, and the proceeds are not sufficient to pay the total indebtedness secured by this instrument and evidenced by said promissory note, the mortgagee will be entitled to a deficiency judgment for the amount of the deficiency without regard to appraisement.
- 6. In the event the mortgagor fails to pay any Federal, state, or local tax assessment, income tax or other tax lien, charge, fee, or other expense charged against the property, the mortgagee is hereby authorized at his option to pay the same. Any sums so paid by the mortgagee shall be added to and become a part of the principal amount of the indebtedness evidenced by said note, subject to the same terms and conditions. If the mortgagor shall pay and discharge the indebtedness evidenced by said promissory note, and shall pay such sums and shall discharge all taxes and liens and the costs, fees, and expenses of making, enforcing, and executing this mortgage, then this mortgage shall be canceled and surrendered.
- 7. The covenants herein contained shall bind and the benefits and advantages shall inure to the respective successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

BK: 5607 PG: 1909 Last Page

- 8. No waiver of any covenant herein or of the obligation secured hereby shall at any time thereafter be held to be a waiver of the terms hereof or of the note secured hereby.
- 9. In compliance with section 101.106 of the Rules and Regulations of the Small Business Administration [13 C.F.R. 101.106], this instrument is to be construed and enforced in accordance with applicable Federal law.
- 10. A judicial decree, order, or judgment holding any provision or portion of this instrument invalid or unenforceable shall not in any way impair or preclude the enforcement of the remaining provisions or portions of this instrument.
- 11. Any written notice to be issued to the mortgagor pursuant to the provisions of this instrument shall be addressed to the mortgagor at 1408 E Fisher, Pensacola, Florida 32503 and any written notice to be issued to the mortgagee shall be addressed to the mortgagee at 801 Tom Martin Drive, Suite 120 Birmingham, Alabama, 35211.

IN WITNESS WHEREOF, the mortgagor has executed this instrument and the mortgagee has accepted delivery of this instrument as of the day and year aforesaid.

STATE OF FLORIDA	)
COUNTY OF MARINER	)ss )
The foregoing instrument was acknowledged b	efore me ti

day of \_\_\_\_\_\_ day of \_\_\_\_\_\_ by

who produced a

\_ as identification.

Noiary Public, State of Florida at Large My Commission Expires:

Elizabeth A. Moret

My Commission DD199676

Eurinee April 03, 2007

Recorded in Public Records 06/28/2005 at 11:58 AM OR Book 5670 Page 121, Instrument #2005389377, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording \$18.50 MTG Stamps \$146.65

SBA LOAN NUMBER: DLH 87337340-06	
CONTROL NUMBER: 3627-25352	
MODIFICATION OF MORTGAGE	
STATE OF FLORIDA ) COUNTY OF ESCAMBIA )	

For the purpose of conforming the same to the intention of the parties, and in consideration of the premises hereinafter set forth, it is agreed between the parties that the MORTGAGE made by Mark L. Taylor, wata Mark Taylor, an unmarried person to the Administrator of the Small Business Administration, an agency of the Government of the United States of America, 801 Tom Martin Drive, Suite 120, Birmingham, Alabama 35211 on March 25, 2005, and recorded in Instrument Number 2005354519, Book 5607, Page 1906-1909 of the ESCAMBIA County, State of Florida Records on April 1, 2005, shall be amended as described and modified in the following particulars:

The principal sum of the Promissory Note said MORTGAGE secures has been increased from \$76,500.00\$ to \$118,400.00, pursuant to a Modification of Promissory Note dated June 21, 2005. The final maturity date of said Note, as modified, is March 25, 2035.

Except as hereinabove set forth, all other terms and conditions of said instrument shall remain in full force and effect.

"This transaction is exempt from the Florida Intangible Tax since a governmental agency is holder of the indebtedness."

The property securing said MORTGAGE is described as follows:

Lot 16 and the West 1/2 of Lot 15, Block 352, New City Tract, City of Pensacola, Escambia County, Florida, according to the map of City of Pensacola copyrighted by Thomas C. Watson in 1906.

More commonly known as: 1408 E. Fisher, Pensacola, Florida 32503

THIS INSTRUMENT PREPARED BY AND MAIL TO:

Jill McNickle, Attorney Small Business Administration Disaster Assistance, Area 3 14925 Kingsport Road Fort Worth, Texas 76155-2243

BK:

5670

PG:

122 Last Page

Control Number: 3627-25352

9000018164

PAM CHILDERS
CLERK OF CIRCUIT COURT & FROLLER
ESCAMBIA COUNTY, FLORIDA
P.O. BOX 333

PENSACOLA, FL 32591-0333 (850) 595-4140 REGISTRY ACCOUNT PENSACOLA, FLORIDA

63-27 631

**VOID AFTER 6 MONTHS** 

PAY

\*FORTY TWO THOUSAND FIVE HUNDRED EIGHTY ONE AND 90/100

JANET HOLLEY TAX COLLECTOR

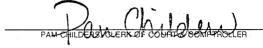
TO THEJANET HOLLEY TAX COLLECTOR ORDER 13 PALAFOX PLACE
OF PENSACOLA, FL 32502

DATE

AMOUNT

02/19/2013

42,581.90



"9000018164" ::O63100277: 898033991356"

### PAM CHILDERS CLERK OF CIRCUIT COURT & COMPTROLLER

9000018164

	Case Number 2010 TD 004764	Description PAYMENT TAX DEEDS	Amount 1,909.47
2/18/2013	2010 TD 003422	PAYMENT TAX DEEDS	¢ 2,980.22
2/18/2013	2010 TD 002480	PAYMENT TAX DEEDS	3,925.13
2/18/2013	2010 TD 011505	PAYMENT TAX DEEDS	2,771.26
12/18/2013	2010 TD 004760	PAYMENT TAX DEEDS	2,465.76
12/18/2013	2010 TD 003989	PAYMENT TAX DEEDS	9,445.97
2/18/2013	2010 TD 004382	PAYMENT TAX DEEDS	7,628.40
12/18/2013	2010 TD 011896	PAYMENT TAX DEEDS	3,281.18
12/18/2013	2010 TD 001260	PAYMENT TAX DEEDS	2,777.61
12/18/2013	2010 TD 003757	PAYMENT TAX DEEDS	5,396.90

9000018164

:heck: 9000018164 02/19/2013 JANET HOLLEY TAX COLLECTOR

Check Amount:

42,581.90

Alandr M.

## PAM CHILDERS CLERK OF CIRCUIT COURT & TROLLER ESCAMBIA COUNTY, FLORIDA

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

Bank of America.

PENSACOLA, FLORIDA

**VOID AFTER 6 MONTHS** 

PAY

\*THREE THOUSAND NINE HUNDRED THIRTY THREE AND 81/100

USAMERIBANK

TO THEUSAMERIBANK ORDERC/O KINGERY/CROUSE OF MAGNOLIA TC2 LLC LOCKBOX 17295 CLEARWATER, FL 33762 DATE

**AMOUNT** 

02/19/2013

3,933.81



#9000018173# #063100277# 898033991356#

### PAM CHILDERS CLERK OF CIRCUIT COURT & COMPTROLLER

9000018173

9000018173

	Case Number	Description	Amount
02/18/2013	2010 TD 004760	PAYMENT TAX DEEDS	437.09
02/18/2013	2010 TD 011896	PAYMENT TAX DEEDS	437.09
02/18/2013	2010 TD 004382	PAYMENT TAX DEEDS	437.09
02/18/2013	2010 TD 011505	PAYMENT TAX DEEDS	437.09
02/18/2013	2010 TD 003757	PAYMENT TAX DEEDS	437.09
02/18/2013	2010 TD 003989	PAYMENT TAX DEEDS	437.09
02/18/2013	2010 TD 002480	PAYMENT TAX DEEDS	437.09
02/18/2013	2010 TD 001260	PAYMENT TAX DEEDS	437.09
02/18/2013	2010 TD 003422	PAYMENT TAX DEEDS	437.09

9000018173

Check: 9000018173 02/19/2013 USAMERIBANK

Check Amount:

3,933.81

PAM CHILDERS
CLERK OF CIRCUIT COURT & TROLLER
ESCAMBIA COUNTY, FLORIDA

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

Bankof America.
PENSACOLA, FLO

63-27 631 9000018165

VOID AFTER 6 MONTHS

PAY

\*FOUR HUNDRED NINETY ONE AND 54/100

MARK TAYLOR

TO THEMARK TAYLOR
ORDER 38 MONTROSE BLVD
OF GULF BREEZE, FL 32561

DATE

AMOUNT

02/19/2013

491.54

PAM-CHILD AS MUERICON COUNTRY COUNTRY OF THE PAM-CHILD AS MUERICON COUNTRY OF THE PAM

#9000018165# #063100277# 898033991356#

PAM CHILDERS
CLERK OF CIRCUIT COURT & COMPTROLLER

9000018165

 $\begin{array}{ccc} \underline{\text{Date}} & \underline{\text{Case Number}} \\ \underline{\text{02/18/2013}} & \underline{\text{2010 TD 011505}} \end{array}$ 

Description PAYMENT TAX DEEDS

Amount 491.54

9000018165

Check: 9000018165 02/19/2013 MARK TAYLOR

Check Amount:

491.54

Search Property	Property She	eet 🖹 Lien Holder's	R Redeem Forms	了 Courtview
Redeemed From Sale	46.56		10.00	



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

Tax Deed - Redemption Calculator
Account: 142971000 Certificate Number: 011505 of 2010

Redemption Yes 💌	Application Date 08/29/2012	Interest Rate 18%		
	Final Redemption Payment ESTIMATED	Redemption Overpayment ACTUAL		
	Auction Date 05/06/2013	Redemption Date 02/12/2013		
Months	9	6		
Tax Collector	\$2,536.71	\$2,536.71		
Tax Collector Interest	\$342.46	\$228.30		
Tax Collector Fee	\$6.25	\$6.25		
Total Tax Collector	\$2,885.42	\$2,771.26		
Clerk Fee	\$60.00	\$60.00		
Sheriff Fee	\$120.00	\$120.00		
Legal Advertisement	\$221.00	\$221.00		
App. Fee Interest	\$54.14	\$36.09		
Total Clerk	\$455.14	\$437.09		
Postage	\$18.33	\$0.00		
Researcher Copies	\$9.00	\$9.00		
Total Redemption Amount	\$3,367.89	\$3,217.35		
	Repayment Overpayment Refund Amount	\$150.54 - 120+ 221 = 491.5		
ACTUAL SHERIFF \$80.00 - OUT OF COUNTY SERVE - COM FEE \$18.50 2/4/2013 KELLY TAYLOR CALLED FOR REDEMPTION QUOTE,MVA Notes				
	Submit	t Print Preview		

No. 020394 February 12, 2013 DATE THE FACE OF THIS DOCUMENT HAS A VOID PANTOGRAPH AND COLORED BA 600 WEST GARDEN STREET PENSACOLA, FLORIDA 32502 改立 (850) 438-1622

AMOUNT \$ \*\*\*3, 367, 89

Three Thousand Three Hundred Sixty Seven and 897100

PAY

CLERK OF THE COURT REMITTER: MARK TAYLOR

#14-2971-000

**WOID AFTER 60 DAYS** 

#00888800 # #0.20394# #263283705#

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

Receipt Type Case

Outstanding Amount

0.00

Receipt Number 1488300

Receipt Date 02/12/2013

Case Number 2010 TD 011505

Description USAMERIBANK VS

Action TAX DEED REDEMPTION

Judge

Received From MARK TAYLOR

On Behalf Of USAMERIBANK

Total Received Net Received 3,367.89 3,367.89

Change

0.00

Receipt Payments

Check

Amount Reference Description 3,367.89 020394

Receipt Applications

Holding

Amount

3,358.89

Service Charge

9.00

Deputy Clerk:

mavila Transaction Date 02/12/2013 15:32:17

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: 142971000 Certificate Number: 011505 of 2010

Payor: MARK TAYLOR 438 MONTROSE BLVD GULF BREEZE FL 32561 Date 02/12/2013

Clerk's Check #	20394	Clerk's Total	\$455.14
Tax Collector Check #	1	Tax Collector's Total	\$2,885.42
March Control of March Control of March Control of Cont		Postage	\$18.33
	yayarahan 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 19	Researcher Copies	\$9.00
		Total Received	\$3,367.89

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 011505

**Redeemed Date 02/12/2013** 

Name MARK TAYLOR 438 MONTROSE BLVD GULF BREEZE FL 32561

Clerk's Total = TAXDEED	\$455.14
Due Tax Collector = TAXDEED	\$2,885.42
Postage = TD2	\$18.33
ResearcherCopies = TD6	\$9.00

#### **Apply Docket Codes**

### • For Office Use Only

Date	Docket	Desc	Amount Owed	Amount] Due	Payee Name
06/01/2010	TD1	TAX DEED APPLICATION Receipt: 1459899 Date: 10/05/2012	60.00	0.00	
06/01/2010	TAXDEED	TAX DEED CERTIFICATES Receipt: 1459899 Date: 10/05/2012	341.00	0.00	
10/16/2012	TD83	TAX COLLECTOR CERTIFICATION	0.00	0.00	
12/12/2012	TD82	O & E REPORT	0.00	0.00	
02/12/2013	TD6	TITLE RESEARCHER COPY CHARGES	9.00	9.00	
02/12/2013	TAXDEED	TAXDEED Due Tax Collector	2,885.42	2,885.42	
02/12/2013			455.14	455.14	

	FINANCIAL SUMMARY				
Rcd	Docket Application	Owed	Paid	Dismissed	Due
	Service Charge	\$69.00	\$60.00	\$0.00	\$9.00
2	Holding	\$3,681.56	\$341.00	\$0.00	\$3,340.56
	TOTAL	\$3,750.56	\$401.00	\$0.00	\$3,349.56

Search Property	Property 9	Sheet 主 Lien Ho	Ider's R Re	deem 🗐 Forms	Courtview
Redeemed From Sale					



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

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Researcher Copies	\$9.00	\$0.00		
Total Redemption Amount	\$3,367.89	\$0.00		
	Repayment Overpayment Refund Amount	\$3,367.89		
	FF \$80.00 - OUT OF COUNTY SER LY TAYLOR CALLED FOR REDEMPTI	ON QUOTE,MVA		
	Submit	Print Preview		