FORM 513
(r.12/00)

TAX COLLECTOR'S CERTIFICATION

Application Date / Number
Jan 14, 2014 / 140001

This is to certify that the holder listed below of Tax Sale Certificate Number **2011 / 3200.0000** , issued the **1st** day of **June, 2011**, and which encumbers the following described property located in the County of Escambia, State of Florida to wit: **Parcel ID Number:** 05-2725-000

Certificate Holder:
TRC-SPE LLC US BANK, CUSTODIAN FOR TRC-SPE
50 SOUTH 16TH STREET SUITE 195
PHILADELPHIA, PENNSYLVANIA 19102

Property Owner:
KELSEY LOWELL E
502 S EDGEWOOD CIR
PENSACOLA , FLORIDA 32506

Legal Description:
BEG AT SE COR OF LT 7 HYER PLACE S/D SD PT BEING ON WLY R/W LI OF S ST (60 FT R/W) NLY ALG SD R/W LI AND ELY LI OF SD LT AND ITS EXTENSION 119 26/ 10 ...
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:

Cert. Year	Certificate Number	Date of Sale	Face Amt	T/C Fee	Interest	Total
2011	3200.0000	06/01/11	$1,507.84	$0.00	$190.99	$1,698.83

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	3051.0000	06/01/12	$1,450.06	$6.25	$78.54	$1,534.85

1. Total of all Certificates in Applicant's Possession and Cost of the Certificates Redeemed by Applicant or Included (County)	$3,233.68
2. Total of Delinquent Taxes Paid by Tax Deed Application	$0.00
3. Total of Current Taxes Paid by Tax Deed Applicant (2013)	$1,205.74
4. Ownership and Encumbrance Report Fee	$150.00
5. Tax Deed Application Fee	$75.00
6. Total Certified by Tax Collector to Clerk of Court	$4,664.42
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	$4,664.42
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 14th day of January, 2014

TAX COLLECTOR, ESCAMBIA COUNTY, FLORIDA

By Shirley Rich, CFCA
Senior Deputy Tax Collector

Date of Sale: 7th April 2014

* This certification must 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
1/14/2014

FULL LEGAL DESCRIPTION
Parcel ID Number: 05-2725-000

January 17, 2014
Tax Year: 2010
Certificate Number: 3200.0000

BEG AT SE COR OF LT 7 HYER PLACE S/D SD PT BEING ON WLY R/W LI OF S ST (60 FT R/W) NLY ALG SD R/W LI AND ELY LI OF SD LT AND ITS EXTENSION 119 26/ 100 FT FOR POB CONT 90 74/ 100 FT DEFLECT 90 DEG LEFT 151 50/100 FT DEFLECT 90 DEG LEFT 87 20/100 FT DEFLECT 88 DEG 44MIN 10 SEC LEFT 151 47/100 FT TO POB OR 5340 P 467 OR 6093 P 213

DR-512
R.05/88

Application Number: 140001

Notice to Tax Collector of Application for Tax Deed

TO: Tax Collector of Escambia County

In accordance with Florida Statutes, I, **TRC-SPE LLC US BANK, CUSTODIAN FOR TRC-SPE**
50 SOUTH 16TH STREET SUITE 195
PHILADELPHIA, Pennsylvania, 19102
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
3200.0000	05-2725-000	06/01/2011	BEG AT SE COR OF LT 7 HYER PLACE S/D SD PT BEING ON WLY R/W LI OF S ST (60 FT R/W) NLY ALG SD R/W LI AND ELY LI OF SD LT AND ITS EXTENSION 119 26/ 100 FT FOR POB CONT 90 74/ 100 FT DEFLECT 90 DEG LEFT 151 50/100 FT DEFLECT 90 DEG LEFT 87 20/100 FT DEFLECT 88 DEG 44MIN 10 SEC LEFT 151 47/100 FT TO POB OR 5340 P 467 OR 6093 P 213

2013 TAX ROLL
KELSEY LOWELL E
502 S EDGEWOOD CIR
PENSACOLA , Florida 32506

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.

trcspellc (Dan Friedman) — 01/14/2014

Applicant's Signature — Date

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.: 11050 January 21, 2014

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 01-17-1994, through 01-17-2014, and said search reveals the following:

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

   Lowell E.Kelsey

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: _____ January 21, 2014

OWNERSHIP AND ENCUMBRANCE REPORT
LEGAL DESCRIPTION

File No.: 11050 January 21, 2014

092S301100001006 - Full Legal Description

BEG AT SE COR OF LT 7 HYER PLACE S/D SD PT BEING ON WLY R/W LI OF S ST (60 FT R/W) NLY ALG SD R/W LI AND ELY LI OF SD LT AND ITS EXTENSION 119 26/ 100 FT FOR POB CONT 90 74/ 100 FT DEFLECT 90 DEG LEFT 151 50/100 FT DEFLECT 90 DEG LEFT 87 20/100 FT DEFLECT 88 DEG 44MIN 10 SEC LEFT 151 47/100 FT TO POB OR 5340 P 467 OR 6093 P 213

OWNERSHIP AND ENCUMBRANCE REPORT
CONTINUATION PAGE

File No.: 11050 January 21, 2014

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

1. Mortgage executed by Lowell E.Kelsey to Wells Fargo Bank formerly Wachovia Bank, dated 06/25/2004 and recorded in Official Record Book 5455 on page 13 of the public records of Escambia County, Florida. given to secure the original principal sum of $90,000.00. Mortgage Modification recorded in O.R. Book 6855, page 1281.

2. Judgment filed by FIA Card Services, N.A. recorded in O.R. Book 6855, page 1610, and O.R. Book 6920, page 143.

3. Judgment filed by Citibank, N.A. recorded in O.R. Book 7049, page 1953.

4. Judgment filed by American Express Bank, FSB recorded in O.R. Book 6510, page 1335.

5. Taxes for the year 2010 and 2011 delinquent. The assessed value is $75,068.00. Tax ID 05-2725-000.

PLEASE NOTE THE FOLLOWING:

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

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: 4-7-2014

TAX ACCOUNT NO.: 05-2725-000

CERTIFICATE NO.: 2011-3200

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.

Lowell E. Kelsey
502 S. Edgewood Circle
Pensacola, FL 32506

Unknown Tenants
3409 North S St.
Pensacola, FL 32505

Wells Fargo Bank
formerly Wachovia Bank, NA
Retail Credit Servicing
P.O. Box 50010
Roanoke, VA 24022

FIA Card Services, N.A.
1825 E. Buckeye Ave.
Phoenix, AZ 85034

Citibank, N.A.
7930 NW 110th St.
Kansas City, MO 64153

American Express Bnak, FSB
World Financial Center
200 Vesey St., 44th Floor
New York, NY 10285-3820

Certified and delivered to Escambia County Tax Collector, this 21st day of January, 2014.

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.

Recorded in Public Records 02/26/2007 at 01:31 PM OR Book 6093 Page 213, Instrument #2007018086, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $18.50 Deed Stamps $0.70

This instrument was prepared by and
Return to:
Lowell E. Kelsey
116 Mango Street
Pensacola, FL 32503

[Space Above This Line For Recording Data]

Quit Claim Deed

This Quit Claim Deed made this 26 day of February 2007 between **World Changing Evangelistic Ministries Church**, grantor, and **Lowell E. Kelsey**, whose post office address is **116 Mango Street Pensacola, FL 32503**, grantee:

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

Witnesseth, that said grantor, for and in consideration of the sum TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, does hereby remise, release, and quitclaim to the said grantee, and grantee's heirs and assigns forever, all the right, title, interest, claim and demand which grantor has in and to the following described land, situate, lying and being in **Escambia County, Florida** to-wit:

See Exhibit A attached hereto and made a part hereof.
This deed is being recorded simultaneously with the re-recording of Contract for Deed for purpose of correcting legal description, originally recorded in O.R. Book 6059 Page 588 of the public records of Escambia County, Florida. This Quit Claim Deed is given to clear any cloud on title on property described on attached Exhibit A.

To Have and to Hold, the same together with all and singular the appurtenances thereto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of grantors, either in law or equity, for the use, benefit and profit of the said grantee forever.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witness Name: CYNTHIA E. ELLIS

Witness Name: Vicky L. Kinnard

World Changing Evangelistic Ministries Church

Mattie W. White, Pastor

Lillie Johnson, Youth Pastor

STATE OF Florida
COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 26 day of February, 2007 by Mattie W. White, as Pastor and Lillie Johnson, as Youth Pastor on behalf of World Changing Evangelistic Ministries Church. They are personally known to me.

[Notary Seal]

Notary Public

Printed Name: _____

My Commission Expires: _____

DoubleTime®

DESCRIPTION: (AS PREPARED BY KJM SURVEYING, INC.)
COMMENCE AT THE SOUTHEAST CORNER OF LOT 7, HYER PLACE SUBDIVISION AS RECORDED IN PLAT BOK 1 AT PAGE 92 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, SAID POINT BEING ON THE WESTERLY R/W LINE OF "S" STREET (60' R/W);
THENCE NORTHERLY ALONG SAID WESTERLY R/W LINE AND THE EASTERLY LINE OF SAID LOT 7 AND ITS EXTENSION A DISTANCE OF 119.26 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUE ALONG SAID WESTERLY R/W LINE A DISTANCE OF 90.74 FEET;
THENCE DEFLECT 90 DEGREES 00 MINUTES 00 SECONDS LEFT A DISTANCE OF 151.50 FEET;
THENCE DEFLECT 90 DEGREES 00 MINUTES 00 SECONDS LEFT A DISTANCE OF 87.20 FEET;
THENCE DEFLECT 88 DEGREES 44 MINUTES 10 SECONDS LEFT A DISTANCE OF 151.47 FEET TO THE POINT OF BEGINNING.

M.W.
L.J

OR BK 5340 PG0467
Escambia County, Florida
INSTRUMENT 2004-203179

DEED DOC STAMPS PD @ ESC CO $ 700.00
02/06/04 ERNIE LEE MAGAHA, CLERK

700.00

Prepared by and return to:
Cynthia E. Ellis
David A. Sapp, PA
4457 Bayou Boulevard USA
Pensacola, FL 32503
850-475-0500
File Number: **04-01-38-CEE**
Will Call No.: **610400137**

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this **30th** day of **January, 2004** between **James M. Morris, Jr. a/k/a James Monroe Morris, Jr. , Wanda Carol Morris, and Sydney Kay Spink, as their separate and nonhomestead property** whose post office address is **821 N. 46th Avenue, Pensacola, FL 32506**, grantor, and **Lowell E. Kelsey, a single man** whose post office address is **124 Lovett Place, Pensacola, FL 32506**, grantee:

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

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Escambia County, Florida** to-wit:

See Exhibit "A" attached hereto and made a part hereof as if fully set forth herein.

Parcel Identification Number: 092S30-1100-001-006

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

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

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to **December 31, 2003**.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.
Signed, sealed and delivered in our presence:

Witness Name: LINDA L. PINSON

James M. Morris, Jr. a/k/a James Monroe Morris Jr. (Seal)

Witness Name: Cynthia E. Ellis

Wanda Carol Morris (Seal)

Sydney Kay Spink (Seal)

State of Florida
County of Escambia

The foregoing instrument was acknowledged before me this 30th day of January, 2004 by James M. Morris, Jr. a/k/a James Monroe Morris, Jr. , Wanda Carol Morris, and Sydney Kay Spink, who [ ] are personally known or [X] have produced a driver's license as identification.

[Notary Seal]

Notary Public

Printed Name:

My Commission Expires:

Cynthia Estrada Ellis
Notary Public State of Florida
My Commission #CC911448
Expires March 7, 2004

DoubleTime®

OR BK 5340 PG0468
Escambia County, Florida
INSTRUMENT 2004-203179

Prepared by and return to:
Cynthia E. Ellis
David A. Sapp, PA
4457 Bayou Boulevard USA
Pensacola, FL 32503
850-475-0500
File Number: **04-01-38-CEE**
Will Call No.: **610400137**

_____[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this **30th** day of **January, 2004** between **James M. Morris, Jr. a/k/a James Monroe Morris, Jr., Wanda Carol Morris, Yvonee Carol McDougal and Sydney Kay Spink, as their separate and nonhomestead property** whose post office address is **821 N. 46th Avenue, Pensacola, FL 32506**, grantor, and **Lowell E. Kelsey, a single man** whose post office address is **124 Lovett Place, Pensacola, FL 32506**, grantee:

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

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Escambia County, Florida** to-wit:

See Exhibit "A" attached hereto and made a part hereof as if fully set forth herein.

Parcel Identification Number: 092S30-1100-001-006
Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

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

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to **December 31, 2003**.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.
Signed, sealed and delivered in our presence:

_____ _____(Seal)
Witness Name: _____ James M. Morris, Jr.

_____
Witness Name: _____

_____ _____(Seal)
Witness Name: _____ Wanda Carol Morris

_____
Witness Name: _____

_____ _____(Seal)
Witness Name: _____ Sydney Kay Spink

_____
Witness Name: _____

_____ Yvonne Carol McDougal
Witness Name: David Rose

_____
Witness Name: Susanne Sutherland

State of Florida
County of Escambia

The foregoing instrument was acknowledged before me this 30th day of January, 2004 by James M. Morris, Jr. a/k/a James Monroe Morris, Jr., Wanda Carol Morris, and Sydney Kay Spink, who [_] are personally known or [X] have produced a driver's license as identification.

[Notary Seal] _____
Notary Public

Printed Name: _____

My Commission Expires:

State of Alabama
County of Madison

The foregoing instrument was acknowledged before me this 30 day of January, 2004 by Yvonne Carol McDougal, who [_] is personally known or [X] has produced a driver's license as identification.

[Notary Seal] SHIRLEY C. BILLINGSLEY MY COMMISSION EXPIRES DEC. 20, 2004 MADISON CO. AL NOTARY PUBLIC

Shirley Billingsley
Notary Public

Printed Name: Shirley Billingsley

My Commission Expires: 12-20-04

OR BK 5340 PG0469
Escambia County, Florida
INSTRUMENT 2004-203179

Exhibit A

Begin at the Southeast corner of Lot 7, Hyer Place Subdivision as recorded in Plat Book 1 at page 92 of the Public Records of Escambia County, Florida; said point being on the Westerly right-of-way line of "S" Street (60.00' R/W); thence northerly along said right-of-way line and the easterly line of said Lot 7 and its extension a distance of 210.00 feet; thence deflect 90°00' 00" left a distance of 151.50 feet; thence deflect 90°00' 00" left a distance of 87.20 feet; thence deflect 90°00' 00" right a distance of 148.50 feet to the westerly subdivision line of said Hyer Place Subdivision; thence deflect 90°00' 00" left along said westerly subdivision line a distance of 122.80 feet to the southwest corner of said Lot 7; thence deflect 90°00' 00" left along the southerly line of said Lot 7 a distance of 300.00 feet to the point of beginning.

RCD Feb 06, 2004 03:38 pm
Escambia County, Florida

ERNIE LEE MAGAHA
Clerk of the Circuit Court
INSTRUMENT 2004-203179

6P

52.50
315.00
180.00

OR BK 5455 PG0013
Escambia County, Florida
INSTRUMENT 2004-263080

MTG DOC STAMPS PD @ ESC CO $ 315.00
07/14/04 ERNIE LEE MAGANA, CLERK

INTANGIBLE TAX PD @ ESC CO $ 180.00
07/14/04 ERNIE LEE MAGANA, CLERK

Prepared By:
KATRINA NEAL
Wachovia Bank, National Association
Retail Credit Servicing
P.O. Box 50010
Roanoke, VA 24022

Return To:
Wachovia Bank, National Association
Retail Credit Servicing
P.O. Box 50010
Roanoke, VA 24022

OPEN-END MORTGAGE

THIS MORTGAGE is made this day 25 June, 2004 between the Mortgagor, LOWELL E KELSEY, SINGLE;

(herein "Borrower"), and the Mortgagee, Wachovia Bank, National Association, a national banking association organized and existing under the laws of the United States of America, whose address is Wachovia Bank, National Association, 301 South College Street, NC 0630, Charlotte, North Carolina 28288-0630 (herein "Lender").

The Lender has made a loan to Borrower the maximum indebtedness at any one time shall not exceed U.S.$ 90000.00 which loan is an open-end line of credit as evidenced by Borrower's Prime Equity Line of Credit Agreement and Disclosure Statement dated 06/25/04 and extensions, modifications and renewals thereof (herein "Note") which provides for obligatory advances of all or part of the loan proceeds from time to time, subject to provisions in the Note. The entire indebtedness evidenced by the Note, if not sooner paid, will be due and payable on 06/24/44.

THIS MORTGAGE secures a Note that provides for changes in the interest rate, as more particularly described in said Note. In case of a conflict between the Note and this Mortgage governing the terms of the remedies of default or termination of advances, the terms of the Note shall control.

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender the following described Property located in the County of ESCAMBIA, State of Florida:

DEED DATE:01/30/04 RECORDED: 02/06/04 BOOK/INST: 5340 PAGE: 487
PARCEL/TAX ID #:0928301100001006 TWP/BORO:CITY OF PENSACOLA
LOT: 7
SEE ATTACHED LEGAL DESCRIPTION

which has the address of 3409 NORTH S STREET
PENSACOLA FL 32505
(herein "Property Address");

TOGETHER with all the improvements now or hereafter erected on the Property, and all easements, rights, appurtenances and rents all of which shall be deemed to be and remain a part of the Property covered by this Mortgage; and all of the foregoing, together with said Property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property."

Any Rider ("Rider") attached hereto and executed of even date is incorporated herein and the covenants and agreements of the Rider shall amend and supplement the covenants and agreements of this Mortgage, as if the Rider were a part hereof.

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 encumbrances of record.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Obligation to Lend. Lender is absolutely obligated under the terms of the Note to make advances not to exceed, at any one time in the aggregate, the amount stated in the Note and Borrower has agreed to repay any advances under the terms of the Note. Lender's absolute obligation to make advances to Borrower under the Note ends when Lender terminates the right to make advances and demands repayment of the outstanding obligation or prohibits additional extensions of credit under the Note or this Mortgage. Nevertheless, Lender may waive the right to terminate or prohibit additional advances. If Lender does not terminate or prohibit additional advances, Lender remains obligated to make advances to Borrower under the terms of the Note. However, that waiver does not bind Lender if the same or a different event occurs or is continuing at a later time.

2. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note. This Mortgage secures payment of said Note according to its terms, which are incorporated herein by reference.

3. Prior Mortgages and Deeds of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations, under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.

4. Hazard Insurance. a) 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, including but not limited to floods, 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. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with section 6.

b) All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgagee 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.

c) 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 Mortgage, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property or does not answer within 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 Mortgage, whether or not then due. The 30-day period will begin when the notice is given.

d) Except as provided in subsection 4(e) below, should partial or complete destruction or damage occur to the Property, Borrower hereby agrees that any and all instruments evidencing insurance proceeds received by Lender as a result of said damage or destruction, shall be placed in a non-interest bearing escrow account with Lender. At Lender's discretion, Lender may release some or all of the proceeds from escrow after Borrower presents Lender with a receipt(s), invoice(s), written estimates(s) or other document(s) acceptable to Lender which relates to the repair and/or improvements of the Property necessary as a result of said damage and/or destruction. Absent an agreement to the contrary, Lender shall not be required to pay Borrower any interest on the proceeds held in the escrow account. Any amounts remaining in the account after all repairs and/or improvements have been made to Lender's satisfaction, shall be applied to the sums secured by this Mortgage. Borrower further agrees to cooperate with Lender by endorsing all checks, drafts and/or other instruments evidencing insurance proceeds and any necessary documents. Should Borrower fail to provide any required endorsement and/or execution within 30 days after Lender sends Borrower notice that Lender has received an instrument evidencing insurance proceeds, or document(s) requiring Borrower's signature, Borrower hereby authorizes Lender to endorse said instrument and/or document(s) on Borrower's behalf, and collect and apply said proceeds at Lender's option, either to restoration or repair of the Property or to sums secured by this Mortgage. It is not the intention of either party that this escrow provision, and/or Lender's endorsement or execution of an instrument(s) and/or document(s) on behalf of Borrower create a fiduciary or agency relationship between Lender and Borrower.

e) Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in section 2 or change the amount of the payments. If under section 16 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 Mortgage.

5. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the Declaration of covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

6. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such actions as is necessary to protect Lender's interest.

Any amounts disbursed by Lender pursuant to this section 6, with interest thereon from the date of disbursal, at the Note rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon

notice from Lender to Borrower requesting payment thereof. Nothing contained in this section 6 shall require Lender to incur any expense or take any action hereunder.

7. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefore related to Lender's interest in the Property.

8. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

9. Borrower Not Released; Forbearance By Lender Not a Waiver. Borrower shall remain liable for full payment of the principal and interest on the Note (or any advancement or obligation) secured hereby, notwithstanding any of the following: (a) the sale of all or a part of the premises; (b) the assumption by another party of Borrower's obligations hereunder; (c) the forbearance or extension of time for payment or performance of any obligation hereunder, whether granted to Borrower or a subsequent owner of the Property; and (d) the release of all or any part of the premises securing said obligations or the release of any party who assumes payment of the same. None of the foregoing shall in any way affect the full force and effect of the lien of this Mortgage or impair Lender's right to a deficiency judgment (in the event of foreclosure) against Borrower or any party assuming the obligations hereunder, to the extent permitted by applicable law. Any forbearance by Lender in exercising any right or remedy hereunder or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

10. Successors and Assigns Bound; Joint and Several Liability; Co-signers. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Mortgage but does not execute the Note (a "co-signer"): (a) is co-signing this Mortgage only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Mortgage; (b) is not personally obligated to pay the sums secured by this Mortgage; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Mortgage or the Note without the co-signer's consent.

Subject to the provisions of section 15, any Successor in Interest of Borrower who assumes Borrower's obligations under this Mortgage in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Mortgage. Borrower shall not be released from Borrower's obligations and liability under this Mortgage unless Lender agrees to such release in writing. The covenants and agreements of this Mortgage shall bind and benefit the successors and assigns of Lender.

11. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by first class mail addressed to Borrower or the current owner at the Property Address or at such other address as Borrower may designate in writing by notice to Lender as provided herein, and any other persons personally liable on the Note as their names and addresses appear in Lender's records at the time of giving notice and (b) any notice to Lender shall be given by first class mail to Lender's address at Wachovia Bank, National Association, Retail Credit Servicing, P.O. Box 50010, Roanoke, VA 24022 or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

12. Governing Law; Severability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflicts shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein "costs," "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

13. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note, this Mortgage and Rider(s) at the time of execution or after recordation hereof.

14. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

15. Transfer of the Property or a Beneficial Interest in Borrower; Assumption. As used in this section 15, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Mortgage. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law.

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 given in accordance with section 11 within which Borrower must pay all sums secured by this Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies by this Mortgage without further notice or demand on Borrower.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

16. Default; Acceleration; Remedies. Upon Borrower's breach of any covenant or agreement of Borrower in this entire Mortgage, including the covenants to pay when due any sums under the Note secured by this Mortgage, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without demand or notice, notice of the exercise of such option being hereby expressly waived. Lender may invoke the power of sale hereby granted. Lender shall have the right to enter upon and take possession of the Property hereby conveyed and after or without taking such possession shall have the right to sell the same at public auction for cash, after first giving notice of the time, place and terms of such sale by publication once a week for three consecutive weeks prior to said sale, in some newspaper published in said county, and upon payment of the purchase money, Lender, or owner of the debt and this Mortgage, or auctioneer, shall execute to the purchaser for and in the name of Borrowers, a good and sufficient deed to the Property sold. Lender shall apply the proceeds of said sale: first, to the expense of advertising, selling and conveying said Property, including a reasonable attorney's fee; second, to the payment of any amounts that may have been expended or that may then be necessary to expend in paying insurance, taxes and other encumbrances, with interest thereon; third, to the payment in full of the principal indebtedness and interest thereon, whether the same shall or shall not have fully matured at the date of said sale, but no interest shall be collected beyond the date of said sale; and fourth, the balance, if any, shall be paid over to said Borrowers or to whomever then appears of record to be the owner of said Property. Lender may bid and become the purchaser of the Mortgaged Property at any foreclosure sale hereunder.

17. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued if: (a) Borrower pays Lender all sums which then would be due under this Mortgage, the Note and Notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in section 16 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action, as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

18. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that so long as Borrower is not in default hereunder, Borrower shall, prior to acceleration under section 16 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration and/or foreclosure under section 16 hereof, or abandonment of the Property, Lender, in person or by agent, 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. Lender shall be liable to account only for those rents actually received prior to foreclosure sale as provided in section 16. Lender shall not be liable to account to Borrower or to any other person claiming any interest in the Property for any rents received after foreclosure.

19. Loan Charges. If the loan secured by this Mortgage 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 permitted limits, then: (a) any such loan charges shall be reduced by the amount necessary to reduce the charge to the permitted limit and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by mailing a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment under the Note.

20. Legislation. If, after the date hereof, enactment or expiration of applicable laws have the effect either of rendering the provisions of the Note, this Mortgage or any Rider, unenforceable according to their terms, or all or any part of the sums secured hereby uncollectible, as otherwise provided in this Mortgage or the Note, or of diminishing the value of Lender's security, then Lender, at Lender's option, may declare all sums secured by this Mortgage to be immediately due and payable.

21. Satisfaction. When the balance of all outstanding sums including finance charges and other charges, if any, secured by this Mortgage is zero, Lender shall upon request of Borrower, release this Mortgage. Borrower will pay all recordation costs, if any. Absent a request from Borrower, this Mortgage shall remain in full force and effect for the term set forth above. Lender, at Lender's option, may allow a partial release of the Property on terms acceptable to Lender and Lender may charge a release fee.

22. Waiver of Homestead. Borrower hereby waives all rights of homestead exemption in the Property and relinquishes all rights of dower and curtesy in the Property.

23. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit, or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal, or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this section 23, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this section 23, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety, or environmental protection.

REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender at Wachovia Bank, National Association, Retail Credit Servicing, P.O. Box 50010, Roanoke, VA 24022 of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Borrower has executed this Mortgage and adopted as his seal the word ("SEAL") appearing beside his name.

Signed, sealed and delivered in the presence of:

Mary A. Henderson
Witness Signature

Lowell E Kelsey [SEAL]
Borrower LOWELL E KELSEY
Address 3409 NORTH S STREET
PENSACOLA FL 32505

MARY A. HENDERSON
Witness Print Name

[SEAL]
Borrower
Address

Lisa Hamilton
Witness Signature

[SEAL]
Borrower
Address

Lisa Hamilton
Witness Print Name

[SEAL]
Borrower
Address

Return to: Wachovia Bank, National Association
P. O. Box 50010 VA0343
Roanoke, VA 24022

STATE OF Florida
COUNTY OF ESCAMBIA

This foregoing instrument was acknowledged before me this 25th June 2004 (date) by Lowell E. Kelsey

who is personally known to me or who has produced FTDL K420-525-53-303-0 (type of identification) as identification.

Mary A. Henderson
Notary Public

MARY A. HENDERSON
Notary Public Name (Typed, Printed or Stamped)

MARY A. HENDERSON
MY COMMISSION # DD 227145
EXPIRES: October 18, 2007
Bonded Thru Notary Public Underwriters

Legal Description

Reference Number: 0415403552

ALL THAT CERTAIN PROPERTY SITUATED IN THE CITY OF PENSACOLA, IN THE COUNTY OF ESCAMBIA AND STATE OF FLORIDA AND BEING DESCRIBED IN A DEED DATED 01/30/2004 AND RECORDED 02/06/2004 IN BOOK 5340, PAGE 467 AMONG THE LAND RECORDS OF THE COUNTY AND STATE SET FORTH ABOVE AND REFERENCED AS FOLLOWS: LOT 7, SUBDIVISION HYER PLACE, PLAT BOOK 1, PLAT PAGE 92. PARCEL ID NUMBER: 0928301100001006

RCD Jul 14, 2004 11:44 am
Escambia County, Florida

ERNIE LEE MAGAHA
Clerk of the Circuit Court
INSTRUMENT 2004-263080

Recorded in Public Records 01/17/2007 at 08:29 AM OR Book 6068 Page 1281, Instrument #2007004357, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $27.00 MTG Stamps $35.00 Int. Tax $20.00

Prepared By:
Terri Moody
Wachovia Bank, National Association
Retail Credit Servicing
P.O. Box 50010, VA 0343
Roanoke, VA 24022

Return To:

KELSEY, LOWELL E

Record and Return To:
Fiserv Lending Solutions
600A N.JohnRodes Blvd
MELBOURNE, FL 32934

THIS IS An increase IN THE AMOUNT OF $10,000.00.

MODIFICATION TO OPEN-END MORTGAGE

I, Lowell E Kelsey (herein "Borrower"), who reside at 116 Mango Street, Pensacola, Fl 32503, and the collateral address is 3409 North S Street, Pensacola FL 32505 (referred to in this Modification to Open-End Mortgage as "I," "me," or "my," whether one or more persons) enter into this Modification to Open-End Mortgage with Wachovia Bank, National Association ("Wachovia"), whose address is 301 South College Street, VA 0343, Charlotte, North Carolina 28288-0343, this 12/21/2006. Capitalized terms not defined herein have the same meaning as defined in the Open-End Mortgage.

I previously executed and delivered to Wachovia a Prime Equity Line of Credit Agreement and Disclosure Statement ("Note") dated 6/25/2004, which provides for Wachovia to extend credit to me from time to time in an aggregate amount not to exceed the principal sum of $90,000.00 U. S. Dollars. The Note is secured by an Open-End Mortgage of even date recorded 7/14/2004 in the public land records of ESCAMBIA County, Florida, at Book/Instrument 5455, Page 0013, Parcel 092S301100001006.

SEE ATTACHED FOR LEGAL DESCRIPTION

I have requested Wachovia to increase the maximum credit available under the terms of the Note and Open-End Mortgage, and Wachovia has agreed to do so in consideration of and subject to the terms and conditions stated in this Modification to Open-End Mortgage.

Wachovia and I hereby agree that:

1. The maximum credit available to me pursuant to the Note is hereby increased to the principal sum of ONE HUNDRED THOUSAND U. S. Dollars ($100,000.00) ("New Maximum Credit Available"), and the Open-End Mortgage is hereby amended to secure said New Maximum Credit Available.
2. All other provisions of the Open-End Mortgage shall remain in full force and effect except as specifically modified by this Modification to Open-End Mortgage.

IN WITNESS WHEREOF, Borrower has executed this Modification to Open-End Mortgage and adopted as his seal the word ("SEAL") appearing beside his name.

Signed, sealed and delivered by:

_____ [SEAL]
Borrower Lowell E Kelsey

_____ [SEAL]
Borrower

_____ [SEAL]
Borrower

_____ [SEAL]
Borrower

_____ [SEAL]
Borrower

_____ [SEAL]
Borrower

STATE OF Florida
COUNTY OF Escambia

This foregoing instrument was acknowledged before me this 21 Dec 2006 (date) by Lowell E Kelsey

who is personally known to me or who has produced FLDL (type of identification) as identification.

Deidra R Warren 8/14/10
Notary Public Exp Date

Deidra R. Warren
Notary Public Name (Typed or Printed)

Original Pel Visit Number: 0415403552
Visit Number: 0634990161

DEIDRA R. WARREN
MY COMMISSION # DD 588185
EXPIRES: March 14, 2010
Bonded Thru Notary Public Underwriters

WACHOVIA BANK, NATIONAL ASSOCIATION

BY: Lynda A. Dooley

PRINTED NAME: LYNDA A. DOOLEY

TITLE: ASSISTANT VICE PRESIDENT

CORPORATE NOTARY ACKNOWLEDGEMENT

State of: Virginia

County of: Roanoke

The foregoing instrument was acknowledged before me on this 02 day of January 2007, by Lynda A Dooley, a AV P, of Wachovia Bank N.A., on behalf of Wachovia Bank, NA a national banking association.

Nicole LaShawn Staples
Notary Public

My Commission Expires: Nov. 30, 2010

OFFICIAL SEAL
NOTARY PUBLIC COMMONWEALTH OF VIRGINIA
NICOLE LASHAWN STAPLES
COUNTY OF ROANOKE
My Commission Expires
November 30, 2010

G3570228

SCHEDULE A

BEGIN AT THE SOUTHEAST CORNER OF LOT 7, HYER PLACE SUBDIVISION AS RECORDED IN PLAT BOOK 1 AT PAGE 92 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; SAID POINT BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF "S" STREET (60.00' R/W/); THENCE NORTHERLY ALONG SAID RIGHT-OF-WAY LINE AND THE EASTERLY LINE OF SAID LOT 7 AND ITS EXTENSION A DISTANCE OF 210.00 FEET; THENCE DEFLECT 90 DEGREES 00'00" LEFT A DISTANCE OF 151.50 FEET; THENCE DEFELECT 90 DEGREES 00'00" LEFT A DISTANCE OF 87.20 FEET; THENCE DEFLECT 90 DEGREES 00' 00" RIGHT A DISTANCE OF 148.50 FEET TO THE WESTERLY SUBDIVISION LINE OF SAID HYER PLACE SUBDIVISION; THENCE DEFLECT 90 DEGREES 00' 00" LEFT ALONG THE SOUTHERLY LINE OF SAID LOT 7 A DISTANCE FO 300.00 FEET TO THE POINT OF BEGINNING.

Recorded in Public Records 05/10/2012 at 10:07 AM OR Book 6855 Page 1610, Instrument #2012036688, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $10.00

Recorded in Public Records 01/20/2012 at 09:30 AM OR Book 6809 Page 1732, Instrument #2012004344, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL

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

ERNIE LEE MAGAHA
CLERK OF CIRCUIT COURT
ESCAMBIA COUNTY, FL

2012 JAN 18 P 2:20

COUNTY CIVIL DIVISION
FILED & RECORDED

UCN:
Case No.: 2011 CC 003331V
Division:

FIA CARD SERVICES, N.A.,
1825 East Buckeye Avenue,
Phoenix, AZ 85034,

Plaintiff,

vs.

LOWELL KELSEY,

Defendant.

DEFAULT FINAL JUDGMENT

The Defendant failing to answer the Complaint filed in the above-styled action, and the Plaintiff filing the appropriate pleadings in this matter, it is

ORDERED AND ADJUDGED that Plaintiff, FIA CARD SERVICES, N.A., recovers from Defendant, LOWELL KELSEY, the sum of $12,938.03 on principal, and costs in the sum of $350.00, making a total of $13,288.03, for all of which let execution issue. Plaintiff waives future statutory interest.

DONE AND ORDERED at Escambia County, Florida, this 18th day of January, 2012.

COUNTY JUDGE

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by United States Mail to Lowell Kelsey, Defendant, at 502 S Edgewood Circle, Pensacola FL 32506, and MARCADIS SINGER, P.A., Attorneys for Plaintiff, [illegible] Westshore Blvd., Tampa, Florida 33611, this 19 day of January [illegible] Ernie Lee Magaha, Clerk of Courts

120112/E73148/MOR

"CERTIFIED TO BE A TRUE COPY
OF THE ORIGINAL ON FILE IN THIS OFFICE
WITNESS MY HAND AND OFFICIAL SEAL
ERNIE LEE MAGAHA, CLERK
CIRCUIT COURT AND COUNTY COURT
ESCAMBIA COUNTY, FLORIDA"
BY: D.C.

Case: 2011 CC 003331
00001001219
Dkt: CC1033 Pg#: 1

Recorded in Public Records 10/12/2012 at 11:15 AM OR Book 6920 Page 143, Instrument #2012078218, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $10.00

Recorded in Public Records 08/20/2012 at 04:19 PM OR Book 6897 Page 565, Instrument #2012064085, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL

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

ERNIE LEE MAGAHA
CLERK OF CIRCUIT COURT
ESCAMBIA COUNTY, FL

2012 AUG 20 P 2:22

COUNTY CIVIL DIVISION
FILED & RECORDED

UCN:
Case No.: 2011 CC 002690V
Division:

FIA CARD SERVICES, N.A.,
1825 East Buckeye Avenue,
Phoenix, AZ 85034,

Plaintiff,

vs.

LOWELL E. KELSEY,
***-**-6328

Defendant.

/

DEFAULT FINAL JUDGMENT

The Defendant failing to answer the Complaint filed in the above-styled action, and the Plaintiff filing the appropriate pleadings in this matter, it is

ORDERED AND ADJUDGED that Plaintiff, FIA CARD SERVICES, N.A., recovers from Defendant, LOWELL E. KELSEY, the sum of $9,735.67 on principal, pre-judgment interest of $24.37, with costs in the sum of $350.00, collection costs of $.00, and attorney's fees of $.00, making a total of $10,110.04, which shall bear interest at the rate as provided for by Florida Statute, for all of which let execution issue.

DONE AND ORDERED at Escambia County, Florida, this 20th day of August, 2012.

COUNTY JUDGE

Copies furnished to:

MARCADIS SINGER, P.A., Attorneys for Plaintiff, at 5104 South Westshore Blvd., Tampa, Florida 33611

8-29-2012 Lowell E. Kelsey, , Defendant, at 502 S Edgewood Circle, Pensacola FL 32506-5448

120731/E72170/cmc

"CERTIFIED TO BE A TRUE COPY
OF THE ORIGINAL ON FILE IN THIS OFFICE
WITNESS MY HAND AND OFFICIAL SEAL
ERNIE LEE MAGAHA
CLERK OF THE
CIRCUIT COURT AND COUNTY COURT
ESCAMBIA COUNTY, FLORIDA"

BY: _____ D.C.

CLERK OF CIRCUIT COURT • ESCAMBIA COUNTY, FLORIDA

Case: 2011 CC 002690
[redacted]
00021962730
Dkt: CC1036 Pg#:

Recorded in Public Records 07/23/2013 at 03:05 PM OR Book 7049 Page 1953, Instrument #2013054376, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording $10.00

Recorded in Public Records 04/09/2013 at 04:33 PM OR Book 6999 Page 1616, Instrument #2013024753, Pam Childers Clerk of the Circuit Court Escambia County, FL

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

PAM CHILDERS
CLERK OF CIRCUIT COURT
ESCAMBIA COUNTY, FL

2013 APR -2 P 2:54

CIRCUIT CIVIL DIVISION
FILED & RECORDED

CASE NUMBER: 2012 CA 001704 D DIV:

CITIBANK, N.A.,

Plaintiff,

vs.

LOWELL E KELSEY,

Defendant.

DEFAULT FINAL JUDGMENT

The Court finding that a default has been entered against the Defendant in this action, and the Plaintiff is entitled to a judgment, it is:

ADJUDGED that the Plaintiff, CITIBANK, N.A., recover from the Defendant, LOWELL E KELSEY, the principal sum of $19,257.83, together with $450.00 for costs of this suit, that shall bear interest at the rate of four and three quarters percent (4.75%) per year and thereafter pursuant to Florida Statutes Section 55.03, for which let execution issue.

DONE AND ORDERED at Pensacola, Escambia County, Florida this 2nd day of April, 2013.

Circuit Court Judge

4/9/13

Copies to:

Brian Michael Bochenek
Attorney for Plaintiff
Rubin & Debski, P.A.
P.O. Box 47718
Jacksonville, FL 32247

Plaintiff's Address (F.S. 55.10)
Citibank, N.A.
7930 NW 110th Street
Kansas City, MO 64153

LOWELL E KELSEY
Defendant
502 S EDGEWOOD CIR
PENSACOLA FL 32506-5448
SSN: [redacted]

K1200535

CERTIFIED TO BE A TRUE COPY OF THE
ORIGINAL ON FILE IN THIS OFFICE
WITNESS MY HAND AND OFFICIAL SEAL
PAM CHILDERS
CLERK OF THE CIRCUIT COURT & COMPTROLLER
ESCAMBIA COUNTY, FLORIDA
BY: D.C.
DATE: JUN 22, 2013

CLERK OF CIRCUIT COURT • ESCAMBIA COUNTY, FLORIDA

Case: 2012 CA 001704
[redacted]
00069911826
Dkt: CA1310 Pg#: 1

15

Recorded in Public Records 09/24/2009 at 02:41 PM OR Book 6510 Page 1335, Instrument #2009065968, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL

IN THE CIRCUIT COURT
IN AND FOR ESCAMBIA
COUNTY, FLORIDA

CASE NO.: 2009-CA-2090
DIVISION: J

AMERICAN EXPRESS BANK, FSB,
a corporation,
Plaintiff,

vs.

LOWELL KELSEY,
Defendant,
_____/

FINAL JUDGMENT

This cause came before the Court on Plaintiff's Motion for Judgment and the Court finding that the Defendant is indebted to the Plaintiff, it is:

ADJUDGED that the Plaintiff, AMERICAN EXPRESS BANK, FSB, a corporation, recover from the Defendant, LOWELL KELSEY, the sum of $ 15,037.47 and cost herein taxed at $ 450.00; all of which shall bear interest at the rate of eight percent (8%) a year, for all of the above let execution issue.

DONE AND ORDERED at PENSACOLA, ESCAMBIA County, Florida this 14th day of September, 2009.

JUDGE

Copies Furnished to:

Brian K. Szilvasy
G. Michael Samples
✓ ZWICKER & ASSOCIATES, P.C.
Attorney for Plaintiff
3030 Hartley Road, Suite 150
Jacksonville, FL 32257

PLAINTIFF'S ADDRESS (F.S. 55.10)
American Express Bank, FSB:
World Financial Center
200 Vesey Street, 44th Floor
New York, New York, 10285-3820

✓ Lowell Kelsey
Defendant
116 Mango St.
Pensacola, FL 32503

9-2-09NW

Case: 2009 CA 002090
00039321760
Dkt: CA1036 Pg#: 1

8

STATE OF FLORIDA
COUNTY OF ESCAMBIA

CERTIFICATE OF NOTICE OF MAILING
NOTICE OF APPLICATION FOR TAX DEED

CERTIFICATE # 03200 of 2011

I, PAM CHILDERS, CLERK OF THE CIRCUIT COURT OF ESCAMBIA COUNTY, FLORIDA, do hereby certify that I did on March 6, 2014, mail a copy of the foregoing Notice of Application for Tax Deed, addressed to:

LOWELL E KELSEY 502 S EDGEWOOD CIR PENSACOLA, FL 32506	LOWELL E KELSEY C/O TENANTS 3409 NORTH S ST PENSACOLA FL 32505
WELLS FARGO BANK FORMERLY WACHOVIA BANK NA RETAIL CREDIT SERVICING PO BOX 50010 ROANOKE VA 24022	FIA CARD SERVICES NA 1825 E BUCKEYE AVE PHOENIX AZ 85034
CITIBANK NA 7930 NW 110TH ST KANSAS CITY MO 64153	AMERICAN ESPRESS BANK FSB WORLD FINANCIAL CENTER 200 VESEY ST 44TH FLOOR NEW YORK NY 10285-3820

WITNESS my official seal this 6th day of March 2014.

PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

By:
Emily Hogg
Deputy Clerk

WARNING

THERE ARE UNPAID TAXES ON PROPERTY WHICH YOU OWN OR IN WHICH YOU HAVE A LEGAL INTEREST. THE PROPERTY WILL BE SOLD AT PUBLIC AUCTION ON April 7, 2014, UNLESS THE TAXES ARE PAID. SHOULD YOU NEED FURTHER INFORMATION CONTACT THE CLERK OF THE CIRCUIT COURT IMMEDIATELY AT THE COUNTY COURTHOUSE IN PENSACOLA, FLORIDA, OR CALL 850-595-3793.

NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That **TRC-SPE LLC US BANK, CUSTODIAN FOR TRC-SPE** holder of **Tax Certificate No. 03200**, issued the **1st** day of **June, A.D., 2011** has filed same in my office and has made application for a tax deed to be issued thereon. Said certificate embraces the following described property in the County of Escambia, State of Florida, to wit:

BEG AT SE COR OF LT 7 HYER PLACE S/D SD PT BEING ON WLY R/W LI OF S ST (60 FT R/W) NLY ALG SD R/W LI AND ELY LI OF SD LT AND ITS EXTENSION 119 26/ 100 FT FOR POB CONT 90 74/ 100 FT DEFLECT 90 DEG LEFT 151 50/100 FT DEFLECT 90 DEG LEFT 87 20/100 FT DEFLECT 88 DEG 44MIN 10 SEC LEFT 151 47/100 FT TO POB OR 5340 P 467 OR 6093 P 213

SECTION 09, TOWNSHIP 2 S, RANGE 30 W

TAX ACCOUNT NUMBER 052725000 (14-283)

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

LOWELL E KELSEY

Unless said certificate shall be redeemed according to law, the property described therein will be sold to the highest bidder at public auction at 9:00 A.M. on the **first** Monday in the month of April, which is the **7th day of April 2014.**

Dated this 6th day of March 2014.

In accordance with the AMERICANS WITH DISABILITIES ACT, if you are a person with a disability who needs special accommodation in order to participate in this proceeding you are entitled to the provision of certain assistance. Please contact Emily Hogg not later than seven days prior to the proceeding at Escambia County Government Complex, 221 Palafox Place Ste 110, Pensacola FL 32502. Telephone: 850-595-3793.

PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

By:
Emily Hogg
Deputy Clerk

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Post Property:

3409 N S ST 32505

PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

By:
Emily Hogg
Deputy Clerk

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Personal Services:

LOWELL E KELSEY
502 S EDGEWOOD CIR
PENSACOLA, FL 32506

PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

By:
Emily Hogg
Deputy Clerk

11/3200

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Street, Apt. or PO Box
City, State
AMERICAN ESPRESS BANK FSB
[14-283]
WORLD FINANCIAL CENTER
200 VESEY ST 44TH FLOOR
NEW YORK NY 10285-3820

PS Form ... See Reverse for Instructions

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LOWELL E KELSEY [14-283]
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PENSACOLA, FL 32506

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LOWELL E KELSEY [14-283]
C/O TENANTS
3409 NORTH S ST
PENSACOLA FL 32505

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City, State
FIA CARD SERVICES NA [14-283]
1825 E BUCKEYE AVE
PHOENIX AZ 85034

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Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	$ 6.49

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City, State
WELLS FARGO BANK FORMERLY
WACHOVIA BANK NA [14-283]
RETAIL CREDIT SERVICING
PO BOX 50010
ROANOKE VA 24022

PS Form ... See Reverse for Instructions