

# TAX COLLECTOR'S CERTIFICATION

Application  
Date / Number  
Jun 19, 2014 / 140560

This is to certify that the holder listed below of Tax Sale Certificate Number **2012 / 3397.0000** , issued the **1st day of June, 2012**, and which encumbers the following described property located in the County of Escambia, State of Florida to wit: **Parcel ID Number: 05-4718-000**

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

**Property Owner:**  
BURDEN TRUDY A  
3085 MYRSHINE DR  
PENSACOLA , FLORIDA 32506

**Legal Description:**

BEG AT NE COR OF LT 3 S 65 DEG 3 MIN 22 SEC W ALG NLY LI OF LT 3 75 64/100 FT TO NE COR OF LT 4 S 39 DEG 29 MIN 50 SEC E 129 41/100 FT TO WLY R/W LI ...

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
2012	3397.0000	06/01/12	\$1,747.81	\$0.00	\$87.39	\$1,835.20

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

Cert. Year	Certificate Number	Date of Sale	Face Amt	T/C Fee	Interest	Total
2014	2726.0000	06/01/14	\$1,642.30	\$6.25	\$82.12	\$1,730.67
2013	3087.0000	06/01/13	\$1,702.36	\$6.25	\$85.12	\$1,793.73

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

\$5,359.60
\$0.00
\$250.00
\$75.00
\$5,684.60
\$5,684.60
\$6.25

\*Done this 19th day of June, 2014

TAX COLLECTOR, ESCAMBIA COUNTY, FLORIDA

By

*Candice Lewis*

Date of Sale:

*January 5, 2015*

\* 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**

6/19/2014

**FULL LEGAL DESCRIPTION**  
**Parcel ID Number: 05-4718-000**

June 24, 2014  
Tax Year: 2011  
Certificate Number: 3397.0000

BEG AT NE COR OF LT 3 S 65 DEG 3 MIN 22 SEC W ALG NLY LI OF LT 3 75 64/100 FT TO NE COR OF LT 4 S 39 DEG 29 MIN 50 SEC E 129 41/100 FT TO WLY R/W LI OF WEST COMANCHE WAY FOR POB N 39 DEG 29 MIN 50 SEC W 129 41/100 FT OVER LI LAST TRAVERSED TO NE COR OF LT 4 WLY ALG NLY LI OF LTS 4 5 & 6 TO NW COR OF LT 6 S 17 DEG 51 MIN 50 SEC E ALG W LI OF LT 6 139 7/100 FT TO WLY R/W LI OF WEST COMANCHE WAY NLY ALG W R/W LI TO POB PART OF LT 4 AND ALL LTS 5 & 6 BLK 9 OSCEOLA COUNTRY CLUB ESTATES PB 1 P 18 AND 2/11 INT IN COMMUNITY PLAYGROUND & ADJ 5 FT OF WALKWAY OR 4904 P 375/377 SEC 14/15 T 2S R 30W LESS OR 4248 P 1436 LESS BEG AT NE COR OF LT 3 BLK 9 S 65 DEG 03 MIN 22 SEC W ALG NLY LI OF LT 75 64/100 FT TO NE COR OF LT 4 FOR POB CONT S 65 DEG 03 MIN 22 SEC W ALG NLY LI OF LT 42 91/100 FT S 28 DEG 45 MIN 23 SEC W ALG NLY LI OF LTS 4 & 5 54 58/100 FT S 49 DEG 42 MIN 06 SEC E 63 62/100 FT S 44 DEG 52 MIN 59 SEC E 49 78/100 FT S 47 DEG 15 MIN 28 SEC E 25 42/100 FT TO WLY R/W LI OF COMMANCHE WAY (60 FT R/W) PT BEING ON CURVE CONCAVE TO SE HAVING A RADIUS 423 27/100 FT & CENTRAL ANG 10 DEG 09 MIN 08 SEC NELY ALG CUR AN ARC DIST 75 FT (CHD=74 90/100 FT CHD BRG=N 37 DEG 04 MIN 34 SEC E) N 39 DEG 31 MIN 20 SEC W 129 41/100 FT TO POB PART OF LTS 4 & 5 OSCEOLA COUNTRY CLUB ESTS PB 1 P 18

## 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:

<b>Certificate No.</b>	<b>Parcel ID Number</b>	<b>Date</b>	<b>Legal Description</b>
3397.0000	05-4718-000	06/01/2012	BEG AT NE COR OF LT 3 S 65 DEG 3 MIN 22 SEC W ALG NLY LI OF LT 3 75 64/100 FT TO NE COR OF LT 4 S 39 DEG 29 MIN 50 SEC E 129 41/100 FT TO WLY R/W LI OF WEST COMANCHE WAY FOR POB N 39 DEG 29 MIN 50 SEC W 129 41/100 FT OVER LI LAST TRAVERSED TO NE COR OF LT 4 WLY ALG NLY LI OF LTS 4 5 & 6 TO NW COR OF LT 6 S 17 DEG 51 MIN 50 SEC E ALG W LI OF LT 6 139 7/100 FT TO WLY R/W LI OF WEST COMANCHE WAY NLY ALG W R/W LI TO POB PART OF LT 4 AND ALL LTS 5 & 6 BLK 9 OSCEOLA COUNTRY CLUB ESTATES PB 1 P 18 AND ... <b>See attachment for full legal description.</b>

**2013 TAX ROLL**

BURDEN TRUDY A  
3085 MYRSHINE DR  
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)

Applicant's Signature

06/19/2014

Date

**FULL LEGAL DESCRIPTION**  
**Parcel ID Number: 05-4718-000**

June 24, 2014  
Tax Year: 2011  
Certificate Number: 3397.0000

BEG AT NE COR OF LT 3 S 65 DEG 3 MIN 22 SEC W ALG NLY LI OF LT 3 75 64/100 FT TO NE COR OF LT 4 S 39 DEG 29 MIN 50 SEC E 129 41/100 FT TO WLY R/W LI OF WEST COMANCHE WAY FOR POB N 39 DEG 29 MIN 50 SEC W 129 41/100 FT OVER LI LAST TRAVERSED TO NE COR OF LT 4 WLY ALG NLY LI OF LTS 4 5 & 6 TO NW COR OF LT 6 S 17 DEG 51 MIN 50 SEC E ALG W LI OF LT 6 139 7/100 FT TO WLY R/W LI OF WEST COMANCHE WAY NLY ALG W R/W LI TO POB PART OF LT 4 AND ALL LTS 5 & 6 BLK 9 OSCEOLA COUNTRY CLUB ESTATES PB 1 P 18 AND 2/11 INT IN COMMUNITY PLAYGROUND & ADJ 5 FT OF WALKWAY OR 4904 P 375/377 SEC 14/15 T 2S R 30W LESS OR 4248 P 1436 LESS  
BEG AT NE COR OF LT 3 BLK 9 S 65 DEG 03 MIN 22 SEC W ALG NLY LI OF LT 75 64/100 FT TO NE COR OF LT 4 FOR POB CONT S 65 DEG 03 MIN 22 SEC W ALG NLY LI OF LT 42 91/100 FT S 28 DEG 45 MIN 23 SEC W ALG NLY LI OF LTS 4 & 5 54 58/100 FT S 49 DEG 42 MIN 06 SEC E 63 62/100 FT S 44 DEG 52 MIN 59 SEC E 49 78/100 FT S 47 DEG 15 MIN 28 SEC E 25 42/100 FT TO WLY R/W LI OF COMMANCHE WAY (60 FT R/W) PT BEING ON CURVE CONCAVE TO SE HAVING A RADIUS 423 27/100 FT & CENTRAL ANG 10 DEG 09 MIN 08 SEC NELY ALG CUR AN ARC DIST 75 FT (CHD=74 90/100 FT CHD BRG=N 37 DEG 04 MIN 34 SEC E) N 39 DEG 31 MIN 20 SEC W 129 41/100 FT TO POB PART OF LTS 4 & 5 OSCEOLA COUNTRY CLUB ESTS PB 1 P 18

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)  
Applicant's Signature

06/19/2014  
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.: 11588

October 7, 2014

Escambia County Tax Collector

P.O. Box 1312

Pensacola, Florida 32591

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 10-07-1994, through 10-07-2014, and said search reveals the following:

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

Trudy A. Burden

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: 

October 7, 2014

**OWNERSHIP AND ENCUMBRANCE REPORT  
LEGAL DESCRIPTION**

File No.: 11588

October 7, 2014

**142S308001050009 - Full Legal Description**

BEG AT NE COR OF LT 3 S 65 DEG 3 MIN 22 SEC W ALG NLY LI OF LT 3 75 64/100 FT TO NE COR OF LT 4 S 39 DEG 29 MIN 50 SEC E 129 41/100 FT TO WLY R/W LI OF WEST COMANCHE WAY FOR POB N 39 DEG 29 MIN 50 SEC W 129 41/100 FT OVER LI LAST TRAVERSED TO NE COR OF LT 4 WLY ALG NLY LI OF LTS 4 5 & 6 TO NW COR OF LT 6 S 17 DEG 51 MIN 50 SEC E ALG W LI OF LT 6 139 7/100 FT TO WLY R/W LI OF WEST COMANCHE WAY NLY ALG W R/W LI TO POB PART OF LT 4 AND ALL LTS 5 & 6 BLK 9 OSCEOLA COUNTRY CLUB ESTATES PB 1 P 18 AND 2/11 INT IN COMMUNITY PLAYGROUND & ADJ 5 FT OF WALKWAY OR 4904 P 375/377 SEC 14/15 T 2S R 30W LESS OR 4248 P 1436 LESS BEG AT NE COR OF LT 3 BLK 9 S 65 DEG 03 MIN 22 SEC W ALG NLY LI OF LT 75 64/100 FT TO NE COR OF LT 4 FOR POB CONT S 65 DEG 03 MIN 22 SEC W ALG NLY LI OF LT 42 91/100 FT S 28 DEG 45 MIN 23 SEC W ALG NLY LI OF LTS 4 & 5 54 58/100 FT S 49 DEG 42 MIN 06 SEC E 63 62/100 FT S 44 DEG 52 MIN 59 SEC E 49 78/100 FT S 47 DEG 15 MIN 28 SEC E 25 42/100 FT TO WLY R/W LI OF COMMANCHE WAY (60 FT R/W) PT BEING ON CURVE CONCAVE TO SE HAVING A RADIUS 423 27/100 FT & CENTRAL ANG 10 DEG 09 MIN 08 SEC NELY ALG CUR AN ARC DIST 75 FT (CHD=74 90/100 FT CHD BRG=N 37 DEG 04 MIN 34 SEC E) N 39 DEG 31 MIN 20 SEC W 129 41/100 FT TO POB PART OF LTS 4 & 5 OSCEOLA COUNTRY CLUB ESTS PB 1 P 18

**OWNERSHIP AND ENCUMBRANCE REPORT  
CONTINUATION PAGE**

File No.: 11588

October 7, 2014

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

1. That certain mortgage executed by Trudy A. Burden in favor of Wells Fargo Financial System Florida, Inc. dated 04/07/2008 and recorded 04/16/2008 in Official Records Book 6314, page 1555 of the public records of Escambia County, Florida, in the original amount of \$138,399.93.
2. Taxes for the year 2011-2013 delinquent. The assessed value is \$94,887.00. Tax ID 05-4718-000.

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: rcsgr@aol.com

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

CERTIFICATION: TITLE SEARCH FOR TDA

TAX DEED SALE DATE: 1-5-2015

TAX ACCOUNT NO.: 05-4718-000

CERTIFICATE NO.: 2012-3397

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.

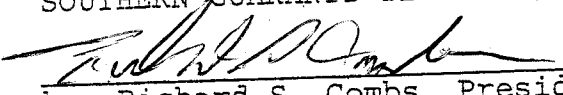
Trudy A. Burden  
3085 Myrshine Dr.  
Pensacola, FL 32506

Unknown Tenants  
5 W. Comanche Way  
Pensacola, FL 32506

Wells Fargo Financial System Florida, Inc.  
800 Walnut St.  
Des Moines, IA 50309

Certified and delivered to Escambia County Tax Collector,  
this 8th day of October, 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.



Recording Fees: \$ 10.00  
Documentary Stamps: + 735  
Total: \$

OR BK 4904 P60375  
Escambia County, Florida  
INSTRUMENT 2002-965305

DEED DOC STAMPS PD @ ESC CO \$ 735.00  
05/15/02 EDNIE LEE JEFFREY, CLERK  
By: Salie Arnold

Prepared By And Return To:

**TITLE OFFICES, LLC**  
1101 N. PALAFOX STREET,  
PENSACOLA, FL. 32501  
File #02P-03026

Property Appraisers Parcel I.D. Number(s):  
14-2S-30-8001-050-009

### WARRANTY DEED

**THIS WARRANTY DEED** made and executed the 14<sup>TH</sup> day of May, 2002 by WILLIAM F. PACE and GILL G. PACE, HUSBAND AND WIFE, hereinafter called the Grantor, to TRUDY A. BURDEN, A SINGLE WOMAN, whose post office address is: 5 W. COMANCHE WAY, PENSACOLA, FL 32506, hereinafter called the Grantee:

(Wherever used herein the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

**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, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee all that certain land situate, lying and being in ESCAMBIA County, State of Florida, viz:

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.**

     If this box is checked, the Grantor warrants that the above described property is not his/her constitutional homestead according to the laws of the State of Florida.

He/she resides at \_\_\_\_\_.

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

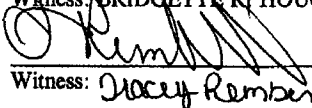
**TO HAVE AND TO HOLD** the same in fee simple forever.

**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, and hereby 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 easements, restrictions and reservations of record, if any, and taxes accruing subsequent to December 31, 2001.

**IN WITNESS WHEREOF**, the said Grantor has signed and sealed these presents the day and year first above written.

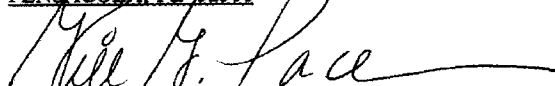
Signed, sealed and delivered  
in the presence of:

  
Witness: BRIDGETTE R. HOUCK

  
Witness: Joyce Remben



WILLIAM F. PACE  
Address: 3 W. COMANCHE WAY  
PENSACOLA, FL 32506

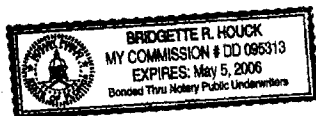


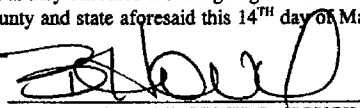
GILL G. PACE  
Address: 3 W. COMANCHE WAY  
PENSACOLA, FL 32506

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

I hereby certify that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared WILLIAM F. PACE and GILL G. PACE, HUSBAND AND WIFE, who produced the identification described below, and who acknowledged before me that they executed the foregoing instrument.

Witness my hand and official seal in the county and state aforesaid this 14<sup>TH</sup> day of May, 2002.



  
Notary Public: BRIDGETTE R. HOUCK  
Identification Examined:     

Commission Expires: \_\_\_\_\_

#02P-03026  
BURDEN

EXHIBIT "A"

PARCEL "A":

COMMENCE AT THE NORTHEAST CORNER OF LOT 3, BLOCK 9, OF OSCEOLA COUNTRY CLUB ESTATES, AS RECORDED IN PLAT BOOK 1 AT PAGE 18A, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE GO SOUTH 65 DEGREES 03 MINUTES 22 SECONDS WEST ALONG THE NORTH LINE OF LOTS 3 & 4, BLOCK 9, FOR A DISTANCE OF 118.55 FEET; THENCE GO SOUTH 28 DEGREES 45 MINUTES 39 SECONDS WEST ALONG THE NORTH LINE OF LOT 4 FOR A DISTANCE OF 54.58 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 28 DEGREES 45 MINUTES 39 SECONDS WEST ALONG SAID NORTH LINE FOR A DISTANCE OF 40.31 FEET; THENCE GO SOUTH 58 DEGREES 39 MINUTES 20 SECONDS WEST ALONG THE NORTH LINE OF LOT 6, BLOCK 9 FOR A DISTANCE OF 44.40 FEET TO THE EASTERLY LINE OF A VACATED 10 FOOT WIDE ACCESS EASEMENT; THENCE GO SOUTH 68 DEGREES 16 MINUTES 19 SECONDS WEST FOR A DISTANCE OF 5.00 FEET TO THE CENTERLINE OF SAID EASEMENT; THENCE GO SOUTH 19 DEGREES 16 MINUTES 39 SECONDS EAST ALONG CENTERLINE OF EASEMENT A DISTANCE OF 139.07 FEET TO THE NORTHERLY RIGHT-OF-WAY OF WEST COMANCHE WAY (60 FOOT RIGHT-OF-WAY); THENCE GO A DISTANCE OF 156.26 FEET ALONG THE ARC OF A CURVE CONCAVED NORTHWESTERLY AND HAVING A RADIUS OF 243.19 FEET; A CENTRAL ANGLE OF 36 DEGREES 48 MINUTES 54 SECONDS, A CHORD BEARING OF NORTH 50 DEGREES 24 MINUTES 27 SECONDS EAST WITH A CHORD DISTANCE OF 153.59 FEET; THENCE GO NORTH 47 DEGREES 31 MINUTES 24 SECONDS WEST FOR A DISTANCE OF 138.72 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED DESCRIPTION CONTAINS 0.38 ACRES AND IS SITUATED IN SECTION 14, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA.

RCD May 15, 2002 02:45 pm  
Escambia County, Florida

ERNIE LEE MAGAWA  
Clerk of the Circuit Court  
INSTRUMENT 2002-965305

DEED DOC STAMPS PD @ ESC CO \$ 0.70  
05/15/02 ERNIE LEE MAGNAN, CLERK  
By: Sally Ann

Recording Fees: \$ 10.50  
Documentary Stamps: + 70  
Total: \$

Prepared By And Return To:  
**TITLE OFFICES, LLC**  
1101 N. PALAFOX STREET,  
PENSACOLA, FL 32501  
File No. 02P-03026

Property Appraisers Parcel I.D. Number(s):  
14-2S-30-8001-050-009

**SPECIAL WARRANTY DEED**

THIS WARRANTY DEED made and executed the 14<sup>TH</sup> day of May, 2002, by WILLIAM F. PACE AND GILL G. PACE, HUSBAND AND WIFE, and having its principal place of residence at 3 W. COMANCHE WAY, PENSACOLA, FL 32506, hereinafter called the Grantor, to TRUDY A. BURDEN, A SINGLE WOMAN, whose post office address is: 5 W. COMANCHE WAY, PENSACOLA, FL 32506, hereinafter called the Grantee:

(Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

**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, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee all that certain land situate, lying and being in ESCAMBIA County, State of Florida, viz:

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.**

**GRANTOR SPECIALLY WARRANTS THE TITLE TO SAID LAND AND WILL DEFEND SAME FROM LAWFUL CLAIMS BY, THROUGH OR UNDER THE GRANTOR BUT NOT OTHERWISE.**

**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, and hereby specially warrants the title to said land and will defend the same against the lawful claims of all persons claiming or to claim the same by through or under Grantor, but not otherwise.

**IN WITNESS WHEREOF**, the said Grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

Signed, sealed and delivered  
in the presence of:

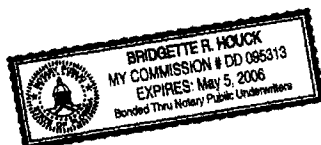
[Signature]  
Witness: BRIDGETTE R. HOUCK

[Signature]  
Witness: Tracy Rember

[Signature]  
WILLIAM F. PACE  
Address: 3 W. COMANCHE WAY  
PENSACOLA, FL 32506  
[Signature]  
GILL G. PACE  
Address: 3 W. COMANCHE WAY  
PENSACOLA, FL 32506

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

I hereby certify that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgments, personally appeared WILLIAM F. PACE AND GILL G. PACE, HUSBAND AND WIFE as Grantor in the foregoing deed, who are personally known to me and who took an oath that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily. Witness my hand and official seal in the county and state aforesaid this 14<sup>TH</sup> day of May, 2002.



[Signature]  
Notary Public Sign Above  
Print Name: BRIDGETTE R. HOUCK  
My Commission Exp: \_\_\_\_\_

Prepared by: Wells Fargo Financial, Inc.  
800 Walnut Street  
Des Moines, Iowa 50309

Return to: WELLS FARGO FINANCIAL SYSTEM FLORIDA, INC.  
8998 PENSACOLA BOULEVARD  
PENSACOLA, FL 32534

Florida Rule 12B-4.052 states  
that the amount upon  
which fees are processed  
is the amount financed of  
\$138,399.93.

## MORTGAGE

Total of Payments \$ 550401.60      Number of Monthly Installments 480  
Amount Financed \$ 138399.93      Final Installment Due Date 04/11/48

5 WEST COMANCHE TRAIL  
PENSACOLA, FL 32506  
[Property Address]

### DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 9, 11, 16, 18 and 19. Certain rules regarding the usage of words used in this document are also provided in Section 14.

- (A) "Security Instrument" means this document, which is dated 04/07/08, together with all Riders to this document.  
(B) "Borrower" is TRUDY A. BURDEN, A SINGLE WOMAN

Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is Wells Fargo Financial System Florida, Inc. Lender is a corporation organized and existing under the laws of Florida. Lender's address is 8998 PENSACOLA BOULEVARD PENSACOLA, FL 32534. Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated 04/07/08. The Note states that Borrower owes Lender \$143935.93 (U.S. Dollars) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than 04/11/48.

(E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(G) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider              | <input type="checkbox"/> Second Home Rider        |
| <input type="checkbox"/> Balloon Rider         | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Other(s) [specify] _____ |
| <input type="checkbox"/> 1-4 Family Rider      | <input type="checkbox"/> Biweekly Payment Rider         |   |

(H) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(I) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments

and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(J) **"Electronic Funds Transfer"** means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(K) **"Miscellaneous Proceeds"** means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 4) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(L) **"Mortgage Insurance"** means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(M) **"Periodic Payment"** means the regularly scheduled amount due for principal and interest under the Note.

(N) **"RESPA"** means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(O) **"Successor in Interest of Borrower"** means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

#### TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender, the following described property located in the

COUNTY of ESCAMBIA :  
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

**The Description of the Property is attached hereto as "Addendum A to Mortgage - Description of Property," and is specifically incorporated herein.**

which currently has the address of 5 WEST COMANCHE TRAIL  
[Street]  
PENSACOLA, Florida 32506 ("Property Address"):  
[City] [Zip Code]

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

BORROWER COVENANTS that Borrower is lawfully seised 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 warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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

- Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.**

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Borrower Trudy A Burden (Seal)  
TRUDY A. BURDEN

Borrower \_\_\_\_\_ (Seal)

Borrower \_\_\_\_\_ (Seal)

Borrower \_\_\_\_\_ (Seal)

Signed, sealed and delivered in the presence of:

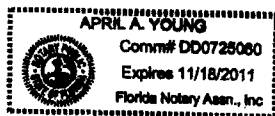
Witnesses:  
Print Name Jessica S. Owens  
Print Name Jessica S. Owens

[Space Below This Line For Acknowledgment]

State of Florida  
County of Esambia

The foregoing instrument was acknowledged before me this 7th day of April, 2008 by  
TRUDY A. BURDEN, A SINGLE WOMAN

who is personally known to me or who has produced FLDL as  
identification and who did (did not) take an oath.



April A. Young  
Type Name as Signed: April A. Young  
Notary Public

My Commission Expires: \_\_\_\_\_

ADDENDUM A  
TO  
MORTGAGE

Description of Property

THE LAND REFERRED TO IN THIS EXHIBIT IS LOCATED IN THE COUNTY OF ESCAMBIA AND THE STATE OF FLORIDA IN DEED BOOK 4904 AT PAGE 375 AND DESCRIBED AS FOLLOWS.

PARCEL "A":

COMMENCE AT THE NORTHEAST CORNER OF LOT 3, BLOCK 9, OF OSCEOLA COUNTRY CLUB ESTATES, AS RECORDED IN PLAT BOOK 1 AT PAGE 18A, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE GO SOUTH 65 DEGREES 03 MINUTES 22 SECONDS WEST ALONG THE NORTH LINE OF LOTS 3 & 4, BLOCK 9, FOR A DISTANCE OF 118.55 FEET; THENCE GO SOUTH 28 DEGREES 45 MINUTES 39 SECONDS WEST ALONG THE NORTH LINE OF LOT 4 FOR A DISTANCE OF 54.58 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 28 DEGREES 45 MINUTES 39 SECONDS WEST ALONG SAID NORTH LINE FOR A DISTANCE OF 40.31 FEET; THENCE GO SOUTH 58 DEGREES 39 MINUTES 20 SECONDS WEST ALONG THE NORTH LINE OF LOT 6, BLOCK 9 FOR A DISTANCE OF 44.40 FEET TO THE EASTERLY LINE OF A VACATED 10 FOOT WIDE ACCESS EASEMENT; THENCE GO SOUTH 68 DEGREES 16 MINUTES 19 SECONDS WEST FOR A DISTANCE OF 5.00 FEET TO THE CENTERLINE OF SAID EASEMENT; THENCE GO SOUTH 19 DEGREES 16 MINUTES 39 SECONDS EAST ALONG CENTERLINE OF EASEMENT A DISTANCE OF 139.07 FEET TO THE NORTHERLY RIGHT-OF-WAY OF WEST COMANCHE WAY (60 FOOT RIGHT-OF-WAY); THENCE GO A DISTANCE OF 156.26 FEET ALONG THE ARC OF A CURVE CONCAVED NORTHWESTERLY AND HAVING A RADIUS OF 243.19 FEET; A CENTRAL ANGLE OF 36 DEGREES 48 MINUTES 54 SECONDS, A CHORD BEARING OF NORTH 50 DEGREES 24 MINUTES 27 SECONDS EAST WITH A CHORD DISTANCE OF 153.59 FEET; THENCE GO NORTH 47 DEGREES 31 MINUTES 24 SECONDS WEST FOR A DISTANCE OF 138.72 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED DESCRIPTION CONTAINS 0.38 ACRES AND IS SITUATED IN SECTION 14, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA.