Tax Collector's Certification

CTY-513

Tax Deed Application Number
1600413

Date of Tax Deed Application
May 04, 2016

This is to certify that **PFS FINANCIAL 1, LLC U.S. BANK, CUSTODIAN/PFS FINAN US BANK AS CUST FOR PFS FINANCIAL 1 LLC**, holder of **Tax Sale Certificate Number 2014 / 6996**, Issued the 1st Day of June, 2014 and which encumbers the following described property in the county of Escambia, State of Florida, to wit: **11-2702-100**

Cert Holder:
PFS FINANCIAL 1, LLC U.S. BANK, CUSTODIAN/PFS FINAN
US BANK AS CUST FOR PFS FINANCIAL 1 LLC
50 SOUTH 16TH ST, STE 2050
PHILADELPHIA, PA 19102

Property Owner:
YUHASZ MARK & JENNIFER
126 MADRID RD
CANTONMENT, FL 32533

BEG AT SW COR OF LT 14 N 132 FT FOR POB CONT N 100 FT E 300 FT S 100 FT W 300 FT TO POB PART OF LT 1Full legal attached.

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, or if the certificate is held by the County, all appropriate fees have been deposited.

Certificates owned by applicant and filed in connection with this application:

Certificate Year/Number	Account Number	Sale Date	Face Amount of Certificate	Interest	Total
2014/6996	11-2702-100	06-01-2014	620.49	31.02	651.51

Certificates redeemed by applicant or included (County) in connection with this tax deed application:

Certificate Year/Number	Account Number	Sale Date	Face Amount of Certificate	Tax Collector's Fee	Interest	Total
2015/7407	11-2702-100	06-01-2015	618.46	6.25	30.92	655.63

Amounts Certified by Tax Collector (Lines 1-7):	**Total Amount Paid**
1. Total of all Certificates in Applicant's Possession and Cost of the Certificates Redeemed by Applicant	1,307.14
2. Total of Delinquent Taxes Paid by Tax Deed Applicant	0.00
3. Total of Current Taxes Paid by Tax Deed Applicant	604.36
4. Ownership and Encumbrance Report Fee	200.00
5. Tax Deed Application Fee	175.00
6. Total Interest Accrued by Tax Collector Pursuant to Section 197.542, F.S.	
7. Total (Lines 1 - 6)	2,286.50
Amounts Certified by Clerk of Court (Lines 8-15):	**Total Amount Paid**
8. Clerk of Court Statutory Fee for Processing Tax Deed	
9. Clerk of Court Certified Mail Charge	
10. Clerk of Court Advertising Charge	
11. Clerk of Court Recording Fee for Certificate of Notice	
12. Sheriff's Fee	
13. Interest Computed by Clerk of Court Pursuant to Section 197.542, F.S.	
14. Total (Lines 8 - 13)	
15. One-half Assessed Value of Homestead Property, if Applicable per F.S.	31,481.00
16. Other Outstanding Certificates and Delinquent Taxes Not Included in this Application, If Applicable Per Florida Statutes	
17. Statutory (Opening) Bid; Total of Lines 7, 14, 15 (if applicable) and 16 (if applicable)	
18. Redemption Fee	6.25
19. Total Amount to Redeem	

Done this the 24th day of May, 2016 Janet Holley, Tax Collector of Escambia County.

Date of Sale: 5 December 2016

By Shirley Rich CFCA
Senior Deputy Tax Collector

*This certification must be surrendered to the Clerk of the Circuit Court no later than ten (10) days after this date.
11-2702-100 2014

BEG AT SW COR OF LT 14 N 132 FT FOR POB CONT N 100 FT E 300 FT S 100 FT W 300 FT TO POB PART OF LT 14 BLK D PENSACOLA HIGHLANDS PLAT DB 102 P 178 OR 5680 P 866 SEC 9/17 T1N R 31

FORM 512 NOTICE TO TAX COLLECTOR OF APPLICATION FOR TAX DEED Application Number 1600413

TO: Tax Collector of ESCAMBIA COUNTY: JANET HOLLEY

In accordance with the Florida Statutes, I, PFS FINANCIAL 1, LLC U.S. BANK, CUSTODIAN/PFS FINAN
US BANK AS CUST FOR PFS FINANCIAL 1 LLC
50 SOUTH 16TH ST, STE 2050
PHILADELPHIA, PA 19102

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

Certificate No.	Date	Legal Description
2014/ 6996	06-01-2014	BEG AT SW COR OF LT 14 N 132 FT FOR POB CONT N 100 FT E 300 FT S 100 FT W 300 FT TO POB PART OF LT 14 BLK D PENSACOLA HIGHLANDS PLAT DB 102 P 178 OR 5680 P 866 SEC 9/17 T1N R 31

I agree to pay all delinquent taxes, redeem all outstanding tax 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 report 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.

Electronic signature on file — Applicant's Signature

05-04-2016 — Date

Chris Jones
Escambia County Property Appraiser

General Information

Reference:	091N311000142004
Account:	112702100
Owners:	YUHASZ MARK & JENNIFER
Mail:	126 MADRID RD CANTONMENT, FL 32533
Situs:	126 MADRID RD 32533
Use Code:	SINGLE FAMILY RESID
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Janet Holley
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2015	$15,504	$52,109	$67,613	$62,962
2014	$15,504	$50,211	$65,715	$62,463
2013	$15,504	$46,036	$61,540	$61,540

Disclaimer

Amendment 1/Portability Calculations

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
06/2005	5680	866	$35,000	WD	View Instr
03/1979	1314	969	$30,500	WD	View Instr

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2015 Certified Roll Exemptions

HOMESTEAD EXEMPTION

Legal Description

BEG AT SW COR OF LT 14 N 132 FT FOR POB CONT N 100 FT E 300 FT S 100 FT W 300 FT TO POB PART OF LT 14 BLK D...

Extra Features

FRAME GARAGE

Parcel Information

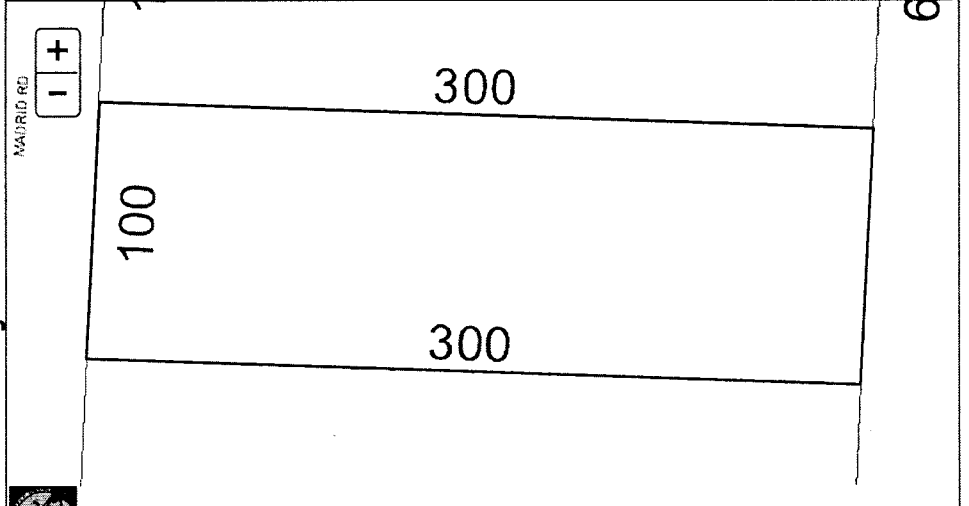
Launch Interactive Map

Section Map Id: 09-1N-31-2

Approx. Acreage: 0.6800

Zoned: LDR

Evacuation & Flood Information Open Report



View Florida Department of Environmental Protection(DEP) Data

Buildings

Address:126 MADRID RD, Year Built: 1971, Effective Year: 1971

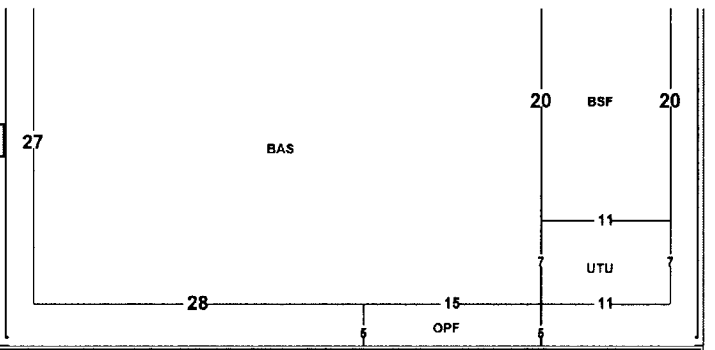
Structural Elements

DECOR/MILLWORK-*AVERAGE*
DWELLING UNITS-*1*
EXTERIOR WALL-*BRICK-FACE/VENEER*
FLOOR COVER-*CARPET*
FOUNDATION-*SLAB ON GRADE*
HEAT/AIR-*CENTRAL H/AC*
INTERIOR WALL-*DRYWALL-PLASTER*
NO. PLUMBING FIXTURES-*6*

NO. STORIES-*1*
ROOF COVER-*COMPOSITION SHG*
ROOF FRAMING-*GABLE*
STORY HEIGHT-*0*
STRUCTURAL FRAME-*WOOD FRAME*

Areas - 1533 Total SF

BASE AREA - *1161*
BASE SEMI FIN - *220*
OPEN PORCH FIN - *75*
UTILITY UNF - *77*



Images



6/25/15

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

Last Updated:06/02/2016 (tc.5493)

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

COUNTY OF ESCAMBIA
OFFICE OF THE
CLERK OF THE CIRCUIT COURT

BRANCH OFFICES
ARCHIVES AND RECORDS
JUVENILE DIVISION
CENTURY

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

PAM CHILDERS, CLERK OF THE CIRCUIT COURT
Tax Certificate Redeemed From Sale
Account: 112702100 Certificate Number: 006996 of 2014

Payor: MARK YUHASZ 126 MADRID RD CANTONMENT, FL 32533 **Date** 06/02/2016

Clerk's Check #	1	Clerk's Total	$497.25
Tax Collector Check #	1	Tax Collector's Total	$2,332.83
		Postage	$0.00
		Researcher Copies	$40.00
		Total Received	~~$3,130.08~~ $2463.80

PAM CHILDERS
Clerk of the Circuit Court

Received By: _____
Deputy Clerk

PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ARCHIVES AND RECORDS
CHILDSUPPORT
CIRCUIT CIVIL
CIRCUIT CRIMINAL
COUNTY CIVIL
COUNTY CRIMINAL
DOMESTIC RELATIONS
FAMILY LAW
JURY ASSEMBLY
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COUNTY OF ESCAMBIA
OFFICE OF THE
CLERK OF THE CIRCUIT COURT

BRANCH OFFICES
ARCHIVES AND RECORDS
JUVENILE DIVISION
CENTURY

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

Case # 2014 TD 006996
Redeemed Date 06/02/2016
Name MARK YUHASZ 126 MADRID RD CANTONMENT, FL 32533

Clerk's Total = TAXDEED	$497.25
Due Tax Collector = TAXDEED	$2,832.83
Postage = TD2	$60.00
ResearcherCopies = TD6	$40.00

$2463.80

• For Office Use Only

Date	Docket	Desc	Amount Owed	Amount Due	Payee Name

FINANCIAL SUMMARY

No Information Available - See Dockets

Search Property | Property Sheet | Lien Holder's | Sold To | Redeem | Forms | Courtview | Benchmark

PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

Tax Deed - Redemption Calculator

Account: 112702100 Certificate Number: 006996 of 2014

Redemption: No | Application Date: 05/04/2016 | Interest Rate: 18%

	Final Redemption Payment ESTIMATED	Redemption Overpayment ACTUAL
	Auction Date 12/05/2016	Redemption Date 06/02/2016
Months	7	1
Tax Collector	$2,286.50	$2,286.50
Tax Collector Interest	$240.08	$34.30
Tax Collector Fee	$6.25	$6.25
Total Tax Collector	$2,532.83	$2,327.05 TC
Clerk Fee	$130.00	$130.00
Sheriff Fee	$120.00	$120.00
Legal Advertisement	$200.00	$200.00
App. Fee Interest	$47.25	$6.75
Total Clerk	$497.25	$456.75 CH
Postage	$60.00	$0.00
Researcher Copies	$40.00	$0.00
Total Redemption Amount	$3,130.08	$2,783.80
	Repayment Overpayment Refund Amount	$346.28

Notes

Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

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

June 17, 2016

PFS FINANCIAL 1 LLC US BANK CUSTODIAN
50 SOUTH 16TH ST STE 2050
PHILADELPHIA PA 19102

Dear Certificate Holder:

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

TAX CERT	APP FEES	INTEREST	TOTAL
2014 TD 004723	$450.00	$6.75	$456.75
2014 TD 000050	$450.00	$6.75	$456.75
2014 TD 006996	$450.00	$6.75	$456.75
2014 TD 002469	$450.00	$6.75	$456.75
2014 TD 008312	$450.00	$6.75	$456.75
2014 TD 009012	$450.00	$6.75	$456.75

TOTAL $2740.50

Very truly yours,

PAM CHILDERS
Clerk of Circuit Court

By: Emily Hogg
Tax Deed Division

Tax Deeds • 221 Palafox Place • Suite 110 • Pensacola, FL 32502
Telephone 850-595-3793 • OR@EscambiaClerk.com

Redeemed
16-527

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.: 13112

September 16, 2016

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 09-16-1996, through 09-16-2016, and said search reveals the following:

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

   Mark Yuhasz and Jennifer Yuhasz, husband and wife

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: _____

September 16, 2016

OWNERSHIP AND ENCUMBRANCE REPORT
LEGAL DESCRIPTION

File No.: 13112

September 16, 2016

091N311000142004 - Full Legal Description

BEG AT SW COR OF LT 14 N 132 FT FOR POB CONT N 100 FT E 300 FT S 100 FT W 300 FT TO POB PART OF LT 14 BLK D PENSACOLA HIGHLANDS PLAT DB 102 P 178 OR 5680 P 866 SEC 9/17 T1N R 31

OWNERSHIP AND ENCUMBRANCE REPORT
CONTINUATION PAGE

File No.: 13112

September 16, 2016

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

1. Mortgage executed by Mark Yuhasz and Jennifer Yuhasz, husband and wife to Harvesters Federal Credit Union, dated 06/29/2005 and recorded in Official Record Book 5680 on page 872 of the public records of Escambia County, Florida. given to secure the original principal sum of $35,000.00.

2. Mortgage executed by Mark Yuhasz and Jennifer Yuhasz, husband and wife to 123 Loan, LLC, dated 12/19/2005 and recorded in Official Record Book 5820 on page 485 of the public records of Escambia County, Florida. given to secure the original principal sum of $35,000.00. Assignment to HSBC Mortgage Services, Inc. recorded in O.R. Book 6819, page 673.

3. Utility Lien filed by ECUA recorded in O.R. Book 7098, page 477.

4. Judgment filed by Harvesters Federal Credit Union recorded in O.R. Book 7152, page 1783.

5. Taxes for the year 2012-2015 delinquent. The assessed value is $69,801.00. Tax ID 11-2702-100.

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: 12-5-2016

TAX ACCOUNT NO.: 11-2702-100

CERTIFICATE NO.: 2014 ~~2013~~-6996

In compliance with Section 197.256, Florida Statutes, the following is a list of names and addresses of those persons, firms and/or agencies having legal interest in or claim against the above described property. The above referenced tax sale certificate is being submitted as proper notification of tax deed sale.

YES	NO	
___	X	Notify City of Pensacola, P.O. Box 12910, 32521
___	X	Notify Escambia County, 190 Governmental Center, 32502
___	X	Homestead for _____ tax year.

Mark Yuhasz
Jennifer Yuhasz
126 Madrid Rd.
Cantonment, FL 32533

Harvesters Federal Credit Union
480 South Hwy. 29
Cantonment, FL 32533
and
P.O. Box 5
Cantonment, FL 32533

HSBC Mortgage Services, Inc.
636 Grand Regency Blvd.
Brandon, FL 35311

ECUA
9255 Sturdevant St.
Pensacola, FL 32514

Certified and delivered to Escambia County Tax Collector, this 16th day of September, 2016.

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 07/14/2005 at 02:00 PM OR Book 5680 Page 866, Instrument #200539427l, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $52.50 Deed Stamps $245.00

THIS INSTRUMENT PREPARED BY AND RETURN TO:
Charles Curry
Stonewall Title Group
100 North Spring Street, Suite 1
Pensacola, Florida 32502

Property Appraisers Parcel Identification (Folio) Numbers:
091N31-1000-142-004

SPACE ABOVE THIS LINE FOR RECORDING DATA

THIS WARRANTY DEED, made the **29th** day of **June, A.D. 2005** by **ROBERT E. MORRIS, JR., A DIVORCED AND UNREMARRIED MAN, and LINDA J. MORRIS, A DIVORCED AND UNREMARRIED WOMAN**, herein called the grantors, to **MARK YUHASZ and JENNIFER YUHASZ, HUSBAND AND WIFE** whose post office address is **126 MADRID PLACE, CANTONMENT, FL 32533**, hereinafter called the Grantees:

(Wherever 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)

W I T N E S S E T H: That the grantors, for and in consideration of the sum of TEN AND 00/100'S ($10.00) Dollars and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee all that certain land situate in ESCAMBIA County, State of Florida, viz:

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

Subject to zoning, restrictions, prohibitions and other requirements imposed by governmental authorities, and easements, restrictions and reservations of record and to taxes for the current year and thereafter.

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 grantors hereby covenant with said grantees that the grantors are lawfully seized of said land in fee simple; that the grantors have good right and lawful authority to sell and convey said land, and hereby warrant 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, 2004.

IN WITNESS WHEREOF, the said grantors have signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Kathleen A Curry
Witness #1 Signature
Kathleen A Curry
Witness #1 Printed Name

Beverly L. Lentz
Witness #2 Signature
Beverly L. Lentz
Witness #2 Printed Name

Robert E. Morris, Jr. L.S.
ROBERT E. MORRIS, JR.
133 MADRID ROAD, CANTONMENT, FL 32533

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 29th day of June, 2005, by Robert E. Morris, Jr., ( ) who is personally known to me or (✓) who have shown me driver license as identification.

Beverly L. Lentz
Commission #DD242844
Expires: Aug 19, 2007
Bonded Thru
Atlantic Bonding Co., Inc.

(NOTARIAL SEAL)

Beverly L. Lentz
NOTARY PUBLIC

Signed, sealed and delivered in the presence of:

Witness #1 Signature

Beverly L. Lentz
Witness #1 Printed Name

Witness #2 Signature

Kathleen A Curry
Witness #2 Printed Name

Linda J. Morris L.S.
LINDA J. MORRIS
133 MADRID ROAD, CANTONMENT, FL 32533

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 29th day of June, 2005, by Linda J. Morris ( ) who is personally known to me or (✓) who have shown me FL Drivers License as identification.

KATHLEEN A. CURRY
Notary Public, State of Florida
My comm. exp. Apr. 26, 2008
Comm. No. DD 304287
(NOTARIAL SEAL)

NOTARY PUBLIC

EXHIBIT "A"

Lot 2 of an unrecorded subdivision of Lots 14 and 15, Block D, Pensacola Highlands, a recorded subdivision of Sections 9 and 17, Township 1 North, Range 31 West, according to plat recorded in Deed Book 102, Page 178, of the public records of Escambia County, Florida. More particularly described as follows: Commencing at the Southwest corner of Lot 14; thence North 132.00 feet to the Point of Beginning; thence continuing on North 100 feet; thence East 300 feet; thence South 100 feet; thence West 300 feet to the Point of Beginning.

Recorded in Public Records 07/14/2005 at 02:00 PM OR Book 5680 Page 872, Instrument #2005394272, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $52.50 MTG Stamps $122.50

PREPARED BY:

Charles Curry
Stonewall Title Group
100 North Spring Street, Suite 1
Pensacola, Florida 32502

Our File Number: **20050132**

(Space Above This Line For Recording Data)

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on June 29th, 2005. The mortgagor are **MARK YUHASZ and JENNIFER YUHASZ, HUSBAND AND WIFE**, whose address is **126 MADRID PLACE, CANTONMENT, FL 32533** ("Borrower").
This Security Instrument is given to **HARVESTERS FEDERAL CREDIT UNION** which is organized and existing under the laws of **FLORIDA** and whose address is **480 SOUTH HIGHWAY 29, CANTONMENT, FLORIDA 32533** ("Lender").
Borrower owes Lender the principal sum of **Thirty-Five Thousand and 00/100 (U.S. $35,000.00)** Dollars. This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on **July 1st, 2020.** This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) 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 ESCAMBIA County, Florida:

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

which has the address of **126 MADRID PLACE,** (Street) **CANTONMENT, FL** (City)
32533 ("Property Address");
(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."

MY JY
Initial Here

EXHIBIT "A"

Lot 2 of an unrecorded subdivision of Lots 14 and 15, Block D, Pensacola Highlands, a recorded subdivision of Sections 9 and 17, Township 1 North, Range 31 West, according to plat recorded in Deed Book 102, Page 178, of the public records of Escambia County, Florida. More particularly described as follows: Commencing at the Southwest corner of Lot 14; thence North 132.00 feet to the Point of Beginning; thence continuing on North 100 feet; thence East 300 feet; thence South 100 feet; thence West 300 feet to the Point of Beginning.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

23. Attorneys' Fees. As used in this Security Instrument and the Note, "attorneys fees" shall include any attorneys' fees awarded by an appellate court.

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.
[Check applicable box(es)]

☐ Adjustable Rate Rider	☐ Condominium Rider	☐ 1-4 Family Rider
☐ Graduated Payment Rider	☐ Planned Unit Development Rider	☐ Biweekly Payment Rider
☐ Balloon Rider	☐ Rate Improvement Rider	☐ Second Home Rider
☐ Other(s) [specify]		

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

Signed, sealed and delivered in the presence of:

Mary Ann Conley
Signature

MARY ANN CONLEY
Printed Name

Beverly L. Lentz
Signature

Beverly L. Lentz
Printed Name

Mark Yuhasz (Seal)
MARK YUHASZ Borrower

Jennifer Yuhasz (Seal)
JENNIFER YUHASZ Borrower

(Seal)
Borrower

(Seal)
Borrower

[Space Below This Line For Acknowledgment]

STATE OF FLORIDA, ESCAMBIA County ss:

The foregoing instrument was acknowledged before me this 29th day of June, 2005 by MARK YUHASZ and JENNIFER YUHASZ who are personally known to me or who have produced drivers license and Florida ID as identification.

Beverly L. Lentz
Commission #DD242844
Expires: Aug 19, 2007
Bonded Thru
Atlantic Bonding Co., Inc.

Beverly L. Lentz
Notary Public

Printed Notary Name

RECORD AND RETURN TO:
Charles Curry
Stonewall Title Group
100 North Spring Street, Suite 1
Pensacola, Florida 32502

MY JY
Initial Here

Recorded in Public Records 01/17/2006 at 11:45 AM OR Book 5820 Page 485, Instrument #2006004403, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $44.00 MTG Stamps $122.50 Int. Tax $70.00

This document was prepared by Walter Hofer
123Loan, LLC

State of Florida's Documentary Stamp Tax required by law in the amount of $ 122.50 has been paid to the Clerk of the Circuit Court (or the County Comptroller, if applicable) for the County of Escambia, State of Florida.

~~WHEN RECORDED MAIL TO:~~
123Loan, LLC
85 Enterprise, Suite 200
Aliso Viejo, CA 92656
Loan Number: 1680655

RETURN TO:
MISSY DOMINGUEZ
LENDER RECORDING SERVICES
25111 COUNTRY CLUB BLVD #275
N. OLMSTED, OH 44070

State of Florida — Space Above This Line For Recording Data

MORTGAGE

(With Future Advance Clause)

MIN: 100308000016806553

1. **DATE AND PARTIES.** The date of this Mortgage (Security Instrument) is December 19, 2005 and the parties, their addresses and tax identification numbers, if required, are as follows:

MORTGAGOR: **Mark Yuhasz and Jennifer Yuhasz, Husband and Wife**

126 Madrid Rd
Cantonment, FL 32533

[ ] If checked, refer to the attached Addendum incorporated herein, for additional Mortgagors, their signatures and acknowledgments.

LENDER:
123Loan, LLC, a Nevada limited liability company
85 Enterprise, Suite 200, Aliso Viejo, CA 92656

"MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. **MERS is the mortgagee under this Security Instrument.** MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

2. **CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Mortgagor's performance under this Security Instrument, Mortgagor grants, bargains, conveys and mortgages to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS the following described property:
As per legal description attached hereto and made a part hereof

A.P.N.: 112702100

The property is located in Escambia (County) at 126 Madrid Road (Address), Cantonment (City), Florida 32533 (ZIP Code)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property"). Mortgagor understands and agrees that MERS holds only legal title to the interests granted by Mortgagor in this Security Instrument; but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property, and to take any action required of Lender, including but not limited to, releasing and canceling this Security Instrument.

3. **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by this Security Instrument at any one time shall not exceed $ 35,000.00. This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.

4. **SECURED DEBT AND FUTURE ADVANCES.** The term "Secured Debt" is defined as follows:
   A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(s) or other evidence of debt described below and all their extensions, renewals, modifications or substitutions. *(When referencing the debts below it is suggested that you include items such as borrowers' names, note amounts, interest rates, maturity dates, etc.)*
   Mark Yuhasz, Home Equity Line of Credit Agreement and Promissory Note to 123Loan, LLC dated 12/19/2005 with a maturity date of 12/19/2020.

20. **ESCROW FOR TAXES AND INSURANCE.** Unless otherwise provided in a separate agreement, Mortgagor will not be required to pay to Lender funds for taxes and insurance in escrow.

21. **FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS.** Mortgagor will provide to Lender upon request, any financial statement or information Lender may deem reasonably necessary. Mortgagor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Mortgagor's obligations under this Security Instrument and Lender's lien status on the Property.

22. **JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND.** All duties under this Security Instrument are joint and individual. If Mortgagor signs this Security Instrument but does not sign an evidence of debt, Mortgagor does so only to mortgage Mortgagor's interest in the Property to secure payment of the Secured Debt and Mortgagor does not agree to be personally liable on the Secured Debt. If this Security Instrument secures a guaranty between Lender and Mortgagor, Mortgagor agrees to waive any rights that may prevent Lender from bringing any action or claim against Mortgagor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws. Mortgagor agrees that Lender and any party to this Security Instrument may extend, modify or make any change in the terms of this Security Instrument or any evidence of debt without Mortgagor's consent. Such a change will not release Mortgagor from the terms of this Security Instrument. The duties and benefits of this Security Instrument shall bind and benefit the successors and assigns of Mortgagor and Lender.

23. **APPLICABLE LAW; SEVERABILITY; INTERPRETATION.** This Security Instrument is governed by the laws of the jurisdiction in which Lender is located, except to the extent otherwise required by the laws of the jurisdiction where the Property is located. This Security Instrument is complete and fully integrated. This Security Instrument may not be amended or modified by oral agreement. Any section in this Security Instrument, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Security Instrument are for convenience only and are not to be used to interpret or define the terms of this Security Instrument. Time is of the essence in this Security Instrument.

24. **NOTICE.** Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Security Instrument, or to any other address designated in writing. Notice to one mortgagor will be deemed to be notice to all mortgagors.

25. **WAIVERS.** Except to the extent prohibited by law, Mortgagor waives all appraisement and homestead exemption rights relating to the Property.

26. **OTHER TERMS.** If checked, the following are applicable to this Security Instrument:

[X] **Line of Credit.** The Secured Debt includes a revolving line of credit provision. Although the Secured Debt may be reduced to a zero balance, this Security Instrument will remain in effect until released.

[ ] **Construction Loan.** This Security Instrument secures an obligation incurred for the construction of an improvement on the Property.

[ ] **Fixture Filing.** Mortgagor grants to Lender a security interest in all goods that Mortgagor owns now or in the future and that are or will become fixtures related to the Property. This Security Instrument suffices as a financing statement and any carbon, photographic or other reproduction may be filed of record for purposes of Article 9 of the Uniform Commercial Code.

[ ] **Riders.** The covenants and agreements of each of the riders checked below are incorporated into and supplement and amend the terms of this Security Instrument. [Check all applicable boxes]
[ ] Condominium Rider [ ] Planned Unit Development Rider [ ] Other _____

[ ] **Additional Terms.**

[ ] **Payment of this note or mortgage is subject to the terms of a home improvement installment contract of even date between maker and payee or mortgagor and mortgagee.**

SIGNATURES: By signing below, Grantor agrees to the terms and covenants contained in this Security Instrument and in any attachments. Grantor also acknowledges receipt of a copy of this Security Instrument on the date stated on page 1.

Mark Yuhasz 12-20-05
(Signature) Mark Yuhasz (Date)

Jennifer Yuhasz 12-20-05
(Signature) Jennifer Yuhasz (Date)
Non-Borrowing Party Required To Sign

_____ _____
(Signature) (Date) (Signature) (Date)

_____ _____
(Signature) (Date) (Signature) (Date)

Jessica Bousquet 12/20/05
(Witness) Jessica Bousquet

_____
(Witness)

ACKNOWLEDGMENT:

(Individual) STATE OF Florida, COUNTY OF Escambia } ss.
This instrument was acknowledged before me this 20 day of December by Mark Yuhasz, Jennifer Yuhasz who is personally known to me or who has produced Driver's License as identification.
My commission expires: 10/24/09

JESSICA J. BOUSQUET
MY COMMISSION # DD 495021
EXPIRES: October 24, 2009
Bonded Thru Budget Notary Services

Jessica J Bousquet
(Notary Public)
Jessica J. Bousquet

(Seal)

Form 11158L – FL Rev 10/02

EXHIBIT A

ALL THAT CERTAIN LAND SITUATE IN ESCAMBIA COUNTY, STATE OF FLORIDA, VIZ:

LOT 2 OF AN UNRECORDED SUBDIVISION OF LOTS 14 AND 15, BLOCK D, PENSACOLA HIGHLANDS, A RECORDED SUBDIVISION OF SECTIONS 9 AND 17, TOWNSHIP 1 NORTH, RANGE 31 WEST, ACCORDING TO PLAT RECORDED IN DEED BOOK 102, PAGE 178, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 14; THENCE NORTH 132.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ON NORTH 100 FEET; THENCE EAST 300 FEET; THENCE SOUTH 100 FEET; THENCE WEST 300 FEET TO THE POINT OF BEGINNING.

SUBJECT TO ZONING, RESTRICTIONS, PROHIBITIONS AND OTHER REQUIREMENTS IMPOSED BY GOVERNMENTAL AUTHORITIES, AND EASEMENTS, RESTRICTIONS AND RESERVATIONS OF RECORD AND TO TAXES FOR THE CURRENT YEAR AND THEREAFTER.

ADDRESS: 126 MADRID RD; CANTONMENT, FL 325331026 TAX MAP OR PARCEL ID NO.: 112702100

Recorded in Public Records 02/14/2012 at 12:54 PM OR Book 6819 Page 673, Instrument #2012011020, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $10.00

Recording Requested By:
HSBC Bank USA, N.A.
Prepared By: **Allan Keohane**

When recorded mail to:
HSBC
636 Grand Regency Blvd
Brandon, FL 33511

Case Nbr: **17189998**
Ref Number: **0012479721**
Property Address:
126 MADRID ROAD
CANTONMENT, FL 32533
FLO-AM 17189998 2/3/2012

This space for Recorder's use

MIN #: 100308000016806553 MERS Phone #: 888-679-6377

ASSIGNMENT OF MORTGAGE

For Value Received, the undersigned holder of a Mortgage (herein "Assignor") whose address is **1901 E Voorhees Street, Suite C, Danville, IL 61834** does hereby grant, sell, assign, transfer and convey unto **HSBC MORTGAGE SERVICES INC.** whose address is **636 GRAND REGENCY BLVD, BRANDON, FL 35311** all beneficial interest under that certain Mortgage described below together with the note(s) and obligations therein described and the money due and to become due thereon with interest and all rights accrued or to accrue under said Mortgage.

Original Lender:	**123LOAN, LLC, A NEVADA LIMITED LIABLITY COMPANY**
Original Borrower(s):	**MARK YUHASZ AND JENNIFER YUHASZ, HUSBAND AND WIFE**
Date of Mortgage:	**12/19/2005**
Original Loan Amount:	**$35,000.00**

Recorded in **Escambia County, FL** on: **1/17/2006**, book **5820**, page **485** and instrument number **2006004403**

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Mortgage to be executed on FEB 08 2012

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR 123LOAN, LLC, A NEVADA LIMITED LIABILITY COMPANY

By: _____
Rebecca A. Cosgrove
Vice President

By: _____
Michael Peter
Assistant Secretary

Witness: Indrani Mukerjee

Witness: Julie Hoelzl

State of NY, County of _____

On FEB 08 2012, before me, **Yolanda Collier**, a Notary Public, personally appeared **Rebecca A. Cosgrove, Vice President** and **Michael Peter, Assistant Secretary** of **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR 123LOAN, LLC, A NEVADA LIMITED LIABILITY COMPANY** personally known to me, or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within document and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the document the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

YOLANDA COLLIER
No. 01SU6194802
Notary Public, State of New York
Qualified in Erie County
My Commission Expires Oct. 14, 2012

Notary Public: **Yolanda Collier**
My Commission Expires: **10/14/2012**

YOLANDA COLLIER NOTARY PUBLIC STATE OF NY

Recorded in Public Records 11/06/2013 at 01:59 PM OR Book 7098 Page 477, Instrument #2013084797, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording $10.00

This Instrument Was Prepared
By And Is To Be Returned To:
B. CAROL MERRITT,
Emerald Coast Utilities Authority
9255 Sturdevant Street
Pensacola, Florida 32514-0311

ECUA
EMERALD COAST UTILITIES AUTHORITY

NOTICE OF LIEN

STATE OF FLORIDA
COUNTY OF ESCAMBIA

Notice is hereby given that the EMERALD COAST UTILITES AUTHORITY has a lien against the following described real property situated in Escambia County, Florida, for water, wastewater and/or sanitation service provided to the following customer:

BEG AT SW COR OF LT 14 N 132 FT FOR POB CONT N 100 FT E 300 FT S 100 FT W 300 FT TO POB...

Customer: MARK A YUHAS Z JR & JENNIFER YUHASZ

Account Number: 320604-145209

Amount of Lien: $72.64, together with additional unpaid utility service charges, if any, which may accrue subsequent to the date of this notice and simple interest on unpaid charges at 18 percent per annum, or at such lesser rate as may be allowed by law.

This lien is imposed in accordance with Section 159.17, Florida Statutes, Chapter 92-248, Laws of Florida, as amended and Emerald Coast Utilities Authority Resolution 87-10, as amended, and this lien shall be prior to all other liens on such lands or premises except the lien of state, county, and municipal taxes and shall be on a parity with the lien of such state, county, and municipal taxes.

Provided however, that if the above-named customer has conveyed said property by means of deed recorded in the public records of Escambia County, Florida, prior to the recording of this instrument, or if the interest of the above-named customer is foreclosed by a proceeding in which notice of lis pendens has been filed prior to the recording of this instrument, this lien shall be void and of no effect.

Dated: 11/04/13

EMERALD COAST UTILITIES AUTHORITY

BY: B. Carol Merritt

STATE OF FLORIDA
COUNTY OF ESCAMBIA
The foregoing instrument was acknowledged before me this 4 day of NOVEMBER, 20 13, by B. CAROL MERRITT of the Emerald Coast Utilities Authority, who is personally known to me and who did not take an oath.

[Notary Seal]

Jamie D. Rogers
Notary Public - State of Florida

JAMIE D. ROGERS
MY COMMISSION # EE 058896
EXPIRES: April 12, 2015
Bonded Thru Notary Public Underwriters

RWK:ls
Revised 05/31/2011

Recorded in Public Records 05/20/2014 at 10:26 AM OR Book 7171 Page 1783, Instrument #2014035158, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording $18.50

Recorded in Public Records 02/14/2014 at 11:48 AM OR Book 7135 Page 80, Instrument #2014009840, Pam Childers Clerk of the Circuit Court Escambia County, FL

Filing # 9760065 Electronically Filed 01/31/2014 10:43:19 AM

PAM CHILDERS
CLERK CIRCUIT COURT
ESCAMBIA COUNTY, FL
2014 FEB 12 P 2:1

IN THE COUNTY COURT, IN AND FOR ESCAMBIA COUNTY, FLORIDA

HARVESTERS FEDERAL CREDIT UNION,

CASE NO. 2013 SC 003203

Plaintiff,

vs.

MARK A. YUHASZ JR.,

Defendant.
_____/

STIPULATED FINAL JUDGMENT

THIS ACTION having come before the Court, it is

ORDERED AND ADJUDGED that Plaintiff, HARVESTERS FEDERAL CREDIT UNION, recover from Defendant, MARK A. YUHASZ JR., the principal amount of $5,000.00, attorneys' fees in the amount of $137.50 and costs in the amount of $385.00, making a total of $5,522.50 that shall bear interest at the rate of 4.75% per annum, for all of which let execution issue.

DONE AND ORDERED in Chambers at Pensacola, Escambia County, Florida, this 12th day of February, 2014.

COUNTY JUDGE

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: 5-19-2014

Stipulated and Agreed to by:

D. Tyler Van Leuven, Esquire
Attorney for Plaintiff

Robert N. Heath, Jr.
Attorney for Defendant

Plaintiff: HARVESTERS FEDERAL CREDIT UNION
Post Office Box 5
Cantonment, FL 32533

2-14-14 NV Copies furnished to:

James E. Sorenson, Esquire,
D. Tyler Van Leuven, Esquire,
Jack E. Kiker, III, Esquire,
F. Palmer Williams, Esquire, &
J. Blair Boyd, Esquire, of
Williams, Gautier, Gwynn, DeLoach & Sorenson, P.A.
Post Office Box 4128
Tallahassee, FL 32315-4128
creservice@wggdlaw.com (E-Service E-Mail Address)
Attorneys for Plaintiff

Robert H. Heath, Jr., Esquire
423 N. Baylen Street
Pensacola, FL 32501
robert@robertheathlaw.com
sandra@robertheathlaw.com
Attorney for Defendant