

Tax Collector's Certification

CTY-513

Tax Deed Application Number
1700552

Date of Tax Deed Application
Jul 28, 2017

This is to certify that **OAR LLC AND MML LLC PARTNERSHI CITIBANK, N.A., AS COLLATERAL**, holder of **Tax Sale Certificate Number 2015 / 1749**, Issued the 1st Day of June, 2015 and which encumbers the following described property in the county of Escambia County, State of Florida, to wit: **04-0583-110**

Cert Holder:
OAR LLC AND MML LLC PARTNERSHI CITIBANK, N.A., AS COLLATERAL
4747 EXECUTIVE DRIVE SUITE 510 SAN DIEGO, CA 92121

Property Owner:
GREEN AZELL JR
6240 LUTHER ST
PENSACOLA, FL 32503
LT 21 AZALEA PARK OR 556 P 787 PB 7 P 77

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
2015/1749	04-0583-110	06/01/2015	411.93	20.60	432.53

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
2017/1551	04-0583-110	06/01/2017	466.53	6.25	23.33	496.11
2016/1559	04-0583-110	06/01/2016	441.77	6.25	22.09	470.11

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
2. Total of Delinquent Taxes Paid by Tax Deed Applicant
3. Total of Current Taxes Paid by Tax Deed Applicant
4. Ownership and Encumbrance Report Fee
5. Tax Deed Application Fee
6. Total Interest Accrued by Tax Collector Pursuant to Section 197.542, F.S.
7. Total (Lines 1 - 6)

1,398.75
0.00
0.00
200.00
175.00

1,773.75

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.
16. Other Outstanding Certificates and Delinquent Taxes Not Included in this Application,
17. Statutory (Opening) Bid; Total of Lines 7, 14, 15 (if applicable) and 16 (if
18. Redemption Fee
19. Total Amount to Redeem

22,100.00

6.25

Done this the 4th day of August, 2017 Scott Lunsford, Tax Collector of Escambia County

Date of Sale: 2/5/18

By



*This certification must be surrendered to the Clerk of the Circuit Court no later than ten (10) days after this date.
04-0583-110 2015

APPLICATION FOR TAX DEED

Section 197.502, Florida Statutes

512
R. 12/16

Application Number: 1700552

To: Tax Collector of ESCAMBIA COUNTY, Florida

I,

OAR LLC AND MML LLC PARTNERSHI CITIBANK, N.A., AS COLLATERAL
4747 EXECUTIVE DRIVE SUITE 510
SAN DIEGO, CA 92121,

hold the listed tax certificate and hereby surrender the same to the Tax Collector and make tax deed application thereon:

Account Number	Certificate No.	Date	Legal Description
04-0583-110	2015/1749	06-01-2015	LT 21 AZALEA PARK OR 556 P 787 PB 7 P 77

I agree to:

- pay any current taxes, if due and
- redeem all outstanding tax certificates plus interest not in my possession, and
- pay all delinquent and omitted taxes, plus interest covering the property.
- 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 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
OAR LLC AND MML LLC PARTNERSHI CITIBANK, N.A.,
AS COLLATERAL
4747 EXECUTIVE DRIVE SUITE 510
SAN DIEGO, CA 92121

07-28-2017
Application Date

Applicant's signature



Chris Jones

Escambia County Property Appraiser

[Real Estate Search](#)
[Tangible Property Search](#)
[Sale List](#)
[Amendment 1/Portability Calculations](#)
[Back](#)
[←](#) Navigate Mode ☒ Account ☐ Reference [→](#)
[Printer Friendly Version](#)

General Information

Reference: 351S307500000021
Account: 040583110
Owners: GREEN AZELL JR
Mail: 6240 LUTHER ST
 PENSACOLA, FL 32503
Situs: 6240 LUTHER ST 32503
Use Code: SINGLE FAMILY RESID
Taxing Authority: COUNTY MSTU
Schools (Elem/Int/High): HOLM/WOODHAM/WASHINGTON
Tax Inquiry: [Open Tax Inquiry Window](#)
 Tax Inquiry link courtesy of Scott Lunsford
 Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2017	\$11,875	\$46,158	\$58,033	\$45,128
2016	\$11,875	\$44,701	\$56,576	\$44,200
2015	\$11,875	\$42,867	\$54,742	\$43,893

[Disclaimer](#)
[Amendment 1/Portability Calculations](#)

★ [File for New Homestead Exemption Online](#)

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
01/1971	556	787	\$17,300	WD	View Instr

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

2017 Certified Roll Exemptions

HOMESTEAD EXEMPTION, WIDOW

Legal Description

LT 21 AZALEA PARK OR 556 P 787 PB 7 P 77

Extra Features

None

Parcel Information

[Launch Interactive Map](#)

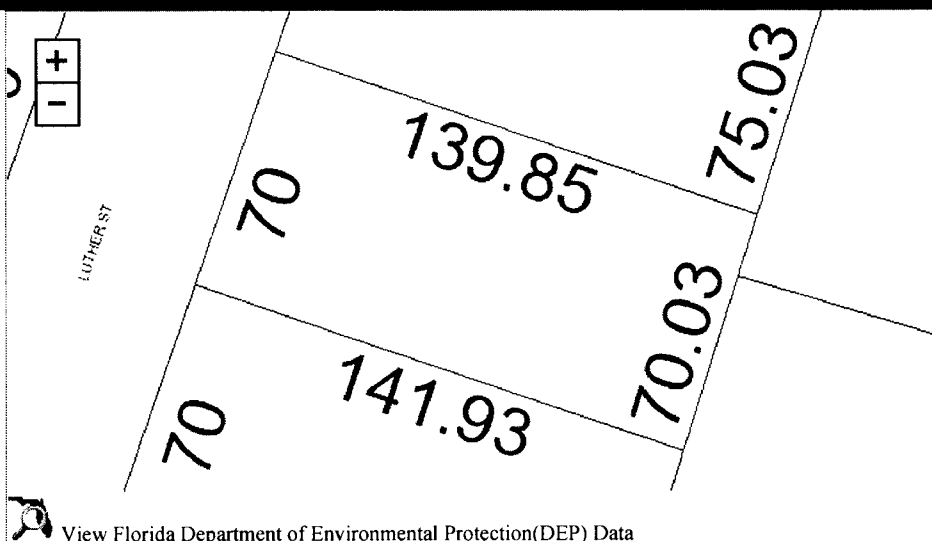
Section Map

Id:
 35-1S-30-1

Approx. Acreage:
 0.2331

Zoned:
 HDMU

Evacuation & Flood Information
[Open Report](#)


[View Florida Department of Environmental Protection \(DEP\) Data](#)


Buildings

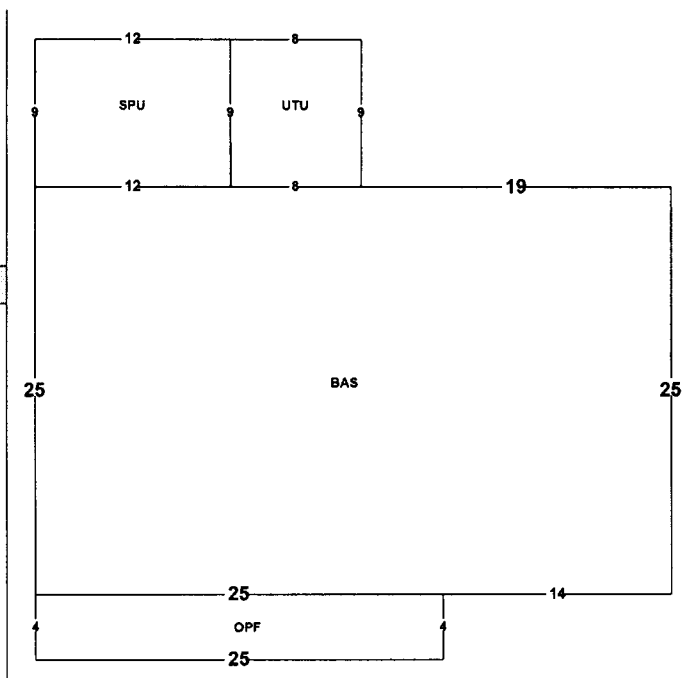
Address: 6240 LUTHER ST, Year Built: 1971, Effective Year: 1971

Structural Elements

DECOR/HILLWORK-AVERAGE
 DWELLING UNITS
 EXTERIOR WALL-BRICK-FACE/VENISER
 FLOORCOVER-CARPET
 FOUNDATION-SLAB-ON-GRADE
 HEAT/AIR-CENTRAL/AC
 INTERIOR WALL-DRY-WALL-PLASTER
 NO-PLUMBING-EDUCURES

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

 **Areas - 1255 Total SF**
BASE AREA - 975
OPEN PORCH FIN - 100
SCRN PORCH UNF - 108
UTILITY UNF - 72



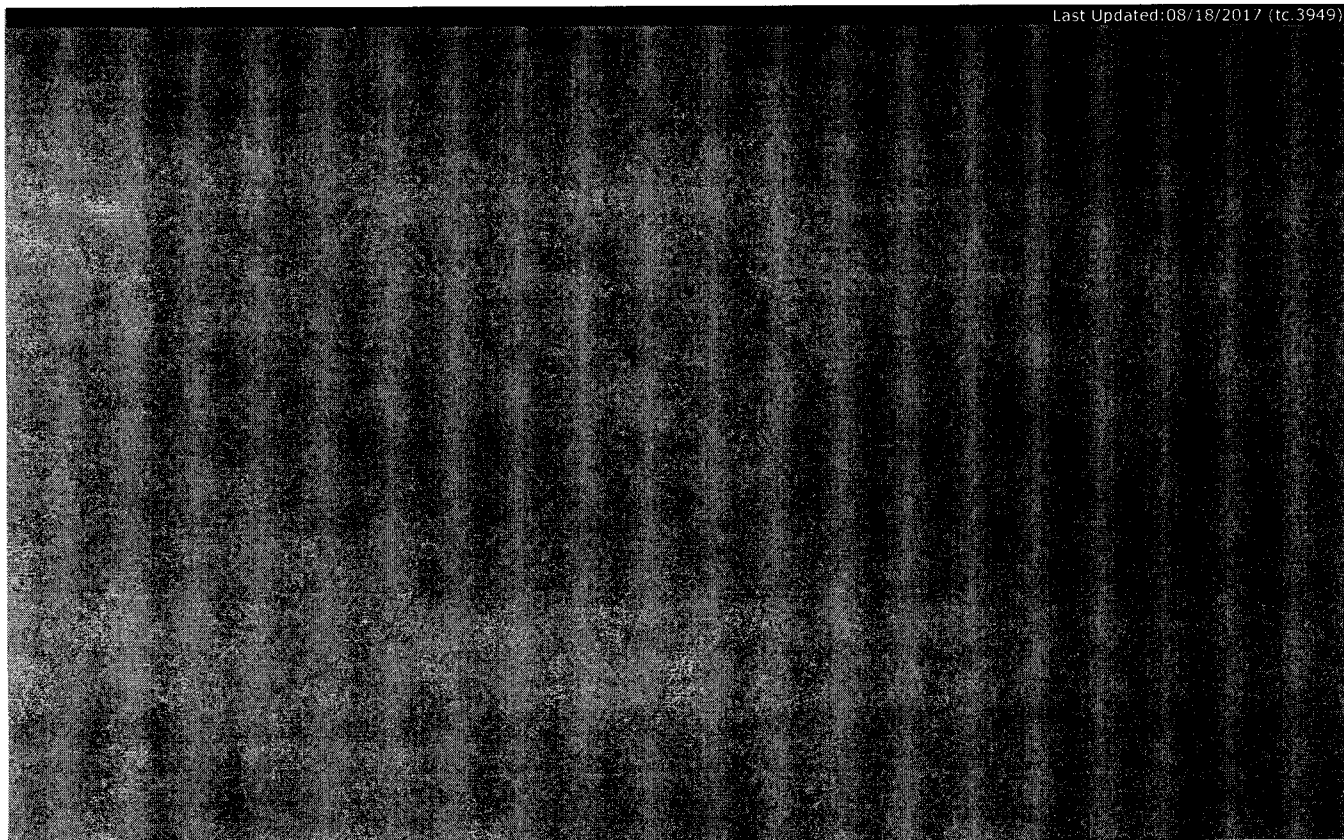
Images



8/27/02

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:08/18/2017 (tc.3949)



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

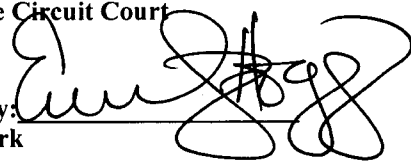
**PAM CHILDERS, CLERK OF THE CIRCUIT COURT
Tax Certificate Redeemed From Sale
Account: 040583110 Certificate Number: 001749 of 2015**

Payor: AZELL GREEN JR 6240 LUTHER ST PENSACOLA FL 32503 Date 08/22/2017

Clerk's Check #	441704347	Clerk's Total	\$497.25
Tax Collector Check #	1	Tax Collector's Total	\$1,966.24
		Postage	\$60.00
		Researcher Copies	\$40.00
		Total Received	\$2,563.49

\$1943.36

**PAM CHILDERS
Clerk of the Circuit Court**

Received By: 
Deputy Clerk

**Escambia County Government Complex • 221 Palafox Place Ste 110 • PENSACOLA, FLORIDA 32502
(850) 595-3793 • FAX (850) 595-4827 • <http://www.clerk.co.escambia.fl.us>**

PAM CHILDERS
 CLERK OF THE CIRCUIT COURT
 ARCHIVES AND RECORDS
 CHILDSUPPORT
 CIRCUIT CIVIL
 CIRCUIT CRIMINAL
 COUNTY CIVIL
 COUNTY CRIMINAL
 DOMESTIC RELATIONS
 FAMILY LAW
 JURY ASSEMBLY
 JUVENILE
 MENTAL HEALTH
 MIS
 OPERATIONAL SERVICES
 PROBATE
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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 # 2015 TD 001749
 Redeemed Date 08/22/2017**

Name AZELL GREEN JR 6240 LUTHER ST PENSACOLA FL 32503

Clerk's Total = TAXDEED	\$497.25
Due Tax Collector = TAXDEED	\$1,966.24 \$1943.36
Postage = TD2	\$60.00
ResearcherCopies = TD6	\$40.00

• For Office Use Only

Date	Docket	Desc	Amount Owed	Amount Due	Payee Name
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FINANCIAL SUMMARY

No Information Available - See Dockets



PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

Tax Deed - Redemption Calculator

Account: 040583110 Certificate Number: 001749 of 2015

Redemption ☐ Yes ☒ No
 Application Date
 Interest Rate

	Final Redemption Payment ESTIMATED	Redemption Overpayment ACTUAL
	Auction Date <input type="text" value="02/05/2018"/>	Redemption Date <input type="text" value="08/22/2017"/>
Months	7	1
Tax Collector	<input type="text" value="\$1,773.75"/>	<input type="text" value="\$1,773.75"/>
Tax Collector Interest	\$186.24	\$26.61
Tax Collector Fee	<input type="text" value="\$6.25"/>	<input type="text" value="\$6.25"/>
Total Tax Collector	\$1,966.24	<input type="text" value="\$1,806.61"/> TC
Clerk Fee	<input type="text" value="\$130.00"/>	<input type="text" value="\$130.00"/>
Sheriff Fee	<input type="text" value="\$120.00"/>	<input type="text" value="\$120.00"/>
Legal Advertisement	<input type="text" value="\$200.00"/>	<input type="text" value="\$200.00"/>
App. Fee Interest	\$47.25	\$6.75
Total Clerk	\$497.25	<input type="text" value="\$456.75"/> CH
Postage	<input type="text" value="\$60.00"/>	<input type="text" value="\$0.00"/>
Researcher Copies	<input type="text" value="\$40.00"/>	<input type="text" value="\$0.00"/>
Total Redemption Amount	\$2,563.49	\$2,263.36
	Repayment Overpayment Refund Amount	\$300.13

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 •

October 3, 2017

OAR LLC AND MML LLC PARTNERSHI CITIBANK NA AS COLLATERAL
4747 EXECUTIVE DRIVE SUITE 510
SAN DIEGO CA 92121

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
2015 TD 003174	\$450.00	\$13.50	\$463.50
2015 TD 000247	\$450.00	\$6.75	\$456.75
2015 TD 001749	\$450.00	\$6.75	\$456.75

TOTAL \$1,377.00

Very truly yours,

PAM CHILDERS
Clerk of Circuit Court

By:


Emily Hogg
Tax Deed Division

18-071

Redeemed

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.: 14055

November 13, 2017

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 11-13-1997, through 11-13-2017, and said search reveals the following:

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

Azell Green, Jr. and Dorothy M.Green

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: 

November 13, 2017

**OWNERSHIP AND ENCUMBRANCE REPORT
LEGAL DESCRIPTION**

File No.: 14055

November 13, 2017

Lot 21, Azalea Park Subdivision, as per plat thereof, recorded in Plat Book 7, Page 77, of the Public Records of Escambia County, Florida

**OWNERSHIP AND ENCUMBRANCE REPORT
CONTINUATION PAGE**

File No.: 14055

November 13, 2017

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

1. That certain mortgage executed by Azell Green and Dorothy M. Green in favor of ECCO Credit Union dated 10/24/2003 and recorded 11/03/2003 in Official Records Book 5278, page 1978 of the public records of Escambia County, Florida, in the original amount of \$20,163.75. Mortgage Modification recorded in O.R. Book 6378, page 879.
2. Code Enforcement Lien filed by Escambia County recorded in O.R. Book 6258, page 1272, amended in O.R. Book 6388, page 1291.
3. Utility Lien filed by ECUA recorded in O.R. Book 4151, page 1893.
4. Taxes for the year 2014-2016 delinquent. The assessed value is \$58,033.00. Tax ID 04-0583-110.

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

Scott Lunsford
Escambia County Tax Collector
P.O. Box 1312
Pensacola, FL 32591

CERTIFICATION: TITLE SEARCH FOR TDA

TAX DEED SALE DATE: 2-5-2018

TAX ACCOUNT NO.: 04-0583-110

CERTIFICATE NO.: 2015-1749

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 2017 tax year.

Azell Green, Jr.
Dorothy M. Green, if alive
6240 Luther St.
Pensacola, FL 32503

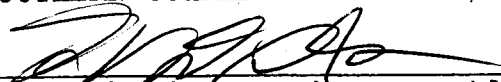
Escambia County Code Enforcement
3363 West Park Place
Pensacola, FL 32505

ECCO Credit Union
P.O. Drawer 2413
Pace, FL 32571
and
4644 E. Spencer Field Rd.
Pace, FL 32571

Escambia County Utilities Authority
9255 Sturdevant St.
Pensacola, FL 32514

Certified and delivered to Escambia County Tax Collector,
this 16th day of November, 2017.

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.

State of Florida

ESCAMBLA

COUNTY.

M. & E. File No.

CORPORATION

WARRANTY DEED.

556 MC 767

KNOW ALL MEN BY THESE PRESENTS, That the

Escambia Developers, Inc.

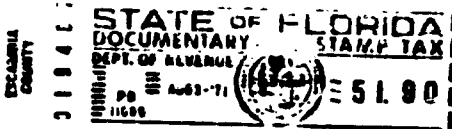
a Florida corporation, for and in consideration of Ten Dollars

and their good and valuable considerations, the receipt whereof is hereby acknowledged, does bargain, sell, convey and grant unto Azell Green, Jr. and Dorothy M. Green, husband and wife
6240 Luther Street, Pensacola, Florida

their heirs,

executors, administrators, successors and assigns, forever, the following real property, situate, lying and being in the
County Escambia State of Florida to wit:

Lot 21, Azalea Park Subdivision, a portion
of Section 35, Township 1 South, Range 30
West, Escambia County, Florida as recorded
in Plat Book 7, at page 77 of the public
records of said county.



459237
JUL 30 4 16 PM '71
RECEIVED
CLERK OF COURT
JUL 30 4 16 PM '71
CLERK OF COURT

Subject to taxes for current year and to valid encumbrances and restrictions of record affecting the above property, if any.

To have and to hold, unto the said grantees **their** heirs, successors and assigns, forever, Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining them, from all exemptions and right of homestead. And the said corporation covenants that it is well seized of an indefeasible estate in fee simple in said property and has a good right to convey the same; that it is free from incumbrances, and that it, its successors and assigns, the said grantees **their** heirs, executors, administrators, successors and assigns, in the quiet and peaceful possession and enjoyment thereof, against all persons lawfully claiming the same, shall and will forever warrant and defend, subject to the exceptions set forth above.

IN WITNESS WHEREOF, the said corporation, grantor, in pursuance of due and legal action of its stockholders and Board of Directors, has executed these presents, causing its name to be signed by its President, and its corporate seal to be affixed hereto this 30th day of July, A.D. 1971.

ATTEST
Secretary

ESCAMBIA DEVELOPERS, INC.
A Florida Corporation

By Susan C. Orcutt
Vice President

Signed, sealed and delivered in the presence of:

[Signature]

State of Florida

ESCAMBIA

COUNTY.

This Instrument Prepared By
MAHON, REEVES AND ATWELL

By Raymon J. Hahn
98 East Garden Street
Pensacola, Florida 32501

Before the subscriber personally appeared

Grace Amore

and known to me to be the individuals described by said names, who executed the foregoing instrument, and to be the Vice President and ASST. Secretary, respectively, of the Escambia Developers, Inc.

and acknowledged and declared that they as Vice President and ASST. Secretary of said corporation and being duly authorized by it, signed its name and affixed its seal to and executed the said instrument for it and its act and deed.

Given under my hand and official seal this 30th day of July

[Signature]

NTS DOC STAMPS PD @ ESC CO \$ 70.70
11/03/03 ERNIE LEE MAGAHA, CLERK

Instrument exempt from
Class C Intangible Tax
ERNIE LEE MAGAHA, CLERK

This instrument prepared by: ~~return to:~~

Debra C. Beach
of West Florida Title Company of Milton, Inc.
P.O. Box 762, Milton, FL 32572, in connection
with the issuance of title insurance.

OT RECORDING
REC 19.50
DS 70.20
INT
FEES
MTF
PC
REV
TOTAL 90.20

FILE NO. 03-8818-M

This *Mortgage Deed*, made this 24th day of
October, A.D. 2003 between
Azell Green, Jr. and Dorothy M. Green, his wife

called the Mortgagor, and ECCO Credit Union

called the Mortgagee.

Witnesseth, that the Mortgagor, in consideration of the loan made to him by the Mortgagee evidenced by the promissory note, copy of which is attached to this mortgage as "Exhibit A", and in order to secure the payment of the debt thereby evidenced, has granted, bargained and sold to the Mortgagee the following described property situated in said State and County legally described as follows, to wit:

Lot 21, Azalea Park Subdivision, a portion of Section 35, Township 1 South,
Range 30 West, Escambia County, Florida, as recorded in Plat Book 7, at
Page 77 of the Public Records of said County.

If all or any part of the property or any interest in it is sold or
transferred, the Mortgagee will require immediate payment in full of
all sums due and payable secured by this mortgage.

See Attached For Future Advance Clause

(The words "Mortgagor" and "Mortgagee" as used herein, shall include both the singular and plural and individuals and corporations as the context may require. The designation "Mortgagor" and "Mortgagee" shall include, not only the parties specifically named herein, but also their respective heirs, legal representatives, successors and assigns, as the case may be.)

Provided Always, That if the Mortgagor shall make all payments required by the promissory note above mentioned, and shall perform and comply with each and every covenant of said note and mortgage, then this mortgage shall be null and void, otherwise to remain in full force and effect. The Mortgagor covenants to pay each and every installment of principal and interest

when due; to pay all taxes and assessments levied on said mortgaged property before they become delinquent; to permit no waste, impairment, or deterioration of the mortgaged property; to keep the buildings now or hereafter on the mortgaged property (and the personal property, if included in this mortgage) insured against loss or damage by fire and such other hazards as may be required by Mortgagee in amounts satisfactory to Mortgagee, with standard loss payable clause to Mortgagee, policy or policies to be held by Mortgagee; and does hereby waive homestead exemption.

Should any of the above covenants be broken then the note and all monies hereby secured shall without demand and at the option of the Mortgagee become immediately due and payable and this mortgage forthwith be foreclosed, in which event the Mortgagor agrees to pay all costs and expenses of foreclosure, including attorney's fees, and all amounts disbursed by the Mortgagee for taxes and insurance. In the event of foreclosure, the Mortgagee shall be entitled to a receiver for the mortgaged property without notice and without regard to the value of the mortgaged property or the solvency of the mortgagor.

In Witness Whereof the Mortgagor has executed this instrument under seal
the day and year above written.

Signed, sealed and delivered in the presence of

Deborah C. Beach
WITNESS Deborah C. Beach

Donna S. Perritt
WITNESS Donna S. Perritt

Azell Green Jr.
Azell Green, Jr.
Dorothy M. Green
Dorothy M. Green

STATE OF FLORIDA
COUNTY OF Santa Rosa

I Hereby Certify, That on this day personally appeared before me, an officer duly authorized to administer oaths
and take acknowledgements. Azell Green, Jr. and Dorothy M. Green, his wife

~~personally~~ ~~known~~ ~~to~~ ~~me~~ ~~by~~ who has produced Florida D.L. as identification in and who executed the
foregoing instrument and acknowledged before me that he executed the same for the purpose therein expressed.

Witness my hand and official seal this

24th

day of

October

A.D., 2003

Deborah C. Beach
Notary Public

My Commission Expires:

(Affix Notary Seal)



Deborah C. Beach
MY COMMISSION # DD191602 EXPIRES
May 13, 2007
BONDED THROUGH TROY PAUL INSURANCE, INC.

Exhibit "A"

MORTGAGE NOTE

\$ 20,163.75

Milton, Florida
October 24 2003

FOR VALUE RECEIVED, the undersigned, (jointly and severally, if more than one) promise to pay to ECCO Credit Union

, or order, in the manner hereinafter specified,

the principal sum of TWENTY THOUSAND ONE HUNDRED SIXTY THREE & 75/100 DOLLARS
(\$ 20,163.75) with interest from 10/24/2003 at the rate of 6.500 percent, per annum
on the balance from time to time remaining unpaid. The said principal and interest shall be payable in lawful money of the United
States of America at P. O. Drawer 2413 Pace, FL 32571

or at such place as may hereafter be designated by written notice from the holder to the maker hereof, on the date and in the manner
following:

Payable in 120 monthly installments of \$228.96 each including principal
and interest at the rate of 6.50% per annum. The first of said monthly
installments shall become due and payable 30 days from date herein and
each subsequent installment thereafter shall be due and payable on the
same day of each consecutive month until said indebtedness has been
paid in full. There shall be no prepayment penalty

This note with interest is secured by a mortgage on real estate, of even date herewith, made by the maker hereof in favor of the said
payee, and shall be construed and enforced according to the laws of the State of Florida. The terms of said mortgage are by this
reference made a part hereof.

If default be made in the payment of any of the sums or interest mentioned herein or in the performance of any of the agreements
contained herein or in said mortgage, then the entire principal sum and accrued interest shall at the option of the holder hereof
become at once due and collectable without notice, time being of the essence; and said principal sum and accrued interest shall both
bear interest from such time until paid at the highest rate allowable under the laws of the State of Florida. Failure to exercise this
option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

Each person liable hereon whether maker or endorser, hereby waives presentment, protest, notice, notice of protest and notice of
dishonor and agrees to pay all costs, including a reasonable attorney's fee whether suit be brought or not, if, after maturity of this note
or default hereunder, or under said mortgage, counsel shall be employed to collect this note or to protect the security of said mortgage.

Whenever used herein the terms "holder," "maker," and "payee" shall be construed in the singular or plural as the context may re-
quire or admit.

/s/ Azell Green, Jr. (SEAL)
Azell Green, Jr.

/s/ Dorothy M. Green (SEAL)
Dorothy M. Green

FLORIDA DOCUMENTARY STAMPS HAVE
BEEN PAID ON AND AFFIXED TO THE
MORTGAGE SECURING THIS NOTE.

(SEAL)

(SEAL)

OR BK 5278 PG1981
Escambia County, Florida
INSTRUMENT 2003-167966
RCD Nov 03, 2003 02:30 pm
Escambia County, Florida

ERNIE LEE MAGAHA
Clerk of the Circuit Court
INSTRUMENT 2003-167966

FUTURE ADVANCE CLAUSE

FUTURE ADVANCE CLAUSE This mortgage is to secure the payment of any and all notes, liabilities, & obligations of the mortgagors, or either of them, to the mortgagee, its successors or assigns, whether as maker, endorser, guarantor or otherwise, & whether such notes, liabilities or obligations, or any of them, be now in existence or accrue to arise hereafter, or be now owned or held by the mortgagee, or be acquired hereafter, it being the intent & purpose of the mortgagors to secure by this mortgage, all notes, claims, demands, liabilities & obligations which the mortgagee, its successors or assigns, may have, hold or acquire at any time during the life of this mortgage against the mortgagors, or either of them. Provided that the total of all amounts secured hereby shall not exceed at any one time the sum of \$40327.50, in the aggregate; & provided further that all such notes, claims, demands or liabilities & obligations secured hereby be incurred or arise or come into existence either on or prior to the date of this mortgage, or on or before Twenty (20) years after date of this mortgage.

Acc. 18-50
OI 33.95
52.45

FUTURE ADVANCE AND MORTGAGE AND NOTE MODIFICATION

The Undersigned, AZELL GREEN, JR. AND DOROTHY M. GREEN, HIS WIFE,
herein referred to as the Mortgagor(s), do hereby acknowledge receipt of the sum of
\$9,616.12 from ECCO Credit Union, herein referred to as the Mortgagee, which
represents a future advance according to the terms of that certain Mortgage executed by
Azell Green, Jr. and Dorothy M. Green, his wife, to ECCO Credit Union dated
October 24, 2003 and filed of record November 3, 2003 in O.R. Book 5278, Page 1978
of the Public Records of Escambia County, Florida securing a promissory note in the
original principal sum of \$20,163.75, and with an existing principal balance of
\$12,053.31, which together with this future advance brings the total debt secured by
said mortgage to \$21,669.43.

Further, the said Mortgagee and Mortgagor(s) do hereby agree to amend and change certain
terms of the said note identified in said mortgage and the terms of said mortgage
effective September 15, 2008.

The terms and provisions of the Note and Mortgage are hereby amended in accordance with
Exhibit "A" attached hereto and hereby made a part of this instrument.

The property described in said Mortgage is as follows:

Lot 21, Azalea Park Subdivision, a portion of Section 35, Township 1 South,
Range 30 West, Escambia County, Florida, as recorded in Plat Book 7, at
Page 77 of the Public Records of said County.

Mortgagor(s) warrant unto mortgagee that mortgagor(s) are the owner(s) of the real estate
described above

Except as expressly modified and amended herein, the mortgage and the note referred to herein
shall remain unchanged and in full force and effect.

WITNESSES:

Deborah C. Beach
Deborah C. Beach

Donna S. Perritt
Donna S. Perritt

State of Florida
County of Santa Rosa

Azell Green Jr.
AZELL GREEN, JR.

Dorothy M. Green
DOROTHY M. GREEN

The foregoing instrument was acknowledged before me this September 15, 2008 by Azell Green,
Jr. and wife, Dorothy M. Green who presented Florida D.L. as identification.

Deborah C. Beach
Notary Public



DEBORAH C. BEACH
Commission DO 663623
Expires May 13, 2011
Should You They Fail Institute 800-450-9916

This instrument prepared by:

Deborah C. Beach
of West Florida Title Company of Milton, Inc.
P.O. Box 762, Milton, FL 32572 in connection
with the issuance of title insurance.

Page 2

WITNESSES:

Deborah C. Beach
Deborah C. Beach

Donna S. Perritt
Donna S. Perritt

State of Florida
County of Santa Rosa

The foregoing instrument was acknowledged before me this September 15, 2008 by Charles O'Quinn, President of ECCO Credit Union, for and on behalf of said Credit Union, and who is personally known to me.

Deborah C. Beach
Notary Public

ECCO CREDIT UNION
By: Charles O'Quinn
CHARLES O'QUINN, PRESIDENT



DEBORAH C. BEACH
Commission DD 653823
Expires May 13, 2011
Berkley Troy Public Insurance 800-686-7018

MORTGAGE NOTE

EXHIBIT "A"

\$21,669.43

Milton, Florida
September 15, 2008

FOR VALUE RECEIVED, the undersigned, (jointly and severally, if more than one) promise to pay to ECCO Credit Union, or order, in the manner hereinafter specified, the principal sum of Twenty One Thousand Six Hundred Sixty Nine dollars and Forty Three cents, (\$21,669.43) with interest from September 15, 2008 at the rate of 7 percent, per annum on the balance from time to time remaining unpaid. The said principal and interest shall be payable in lawful money of the United States of America to ECCO Credit Union, P. O. Drawer 2413, Pace, FL 32571, or at such place as may hereafter be designated by written notice from the holder to the maker hereof, on the date and in the manner following:

Payable in 120 monthly installments of \$251.60 each including principal and interest at the rate of 7.00% per annum. The first of said monthly installments shall become due and payable 30 days from date herein and each installment thereafter shall be due and payable on the same day of each consecutive month until said indebtedness has been paid in full. There shall be no prepayment penalty.

This note with interest is secured by a mortgage on real estate, of even date herewith, made by the maker hereof in favor of the said payee, and shall be construed and enforced according to the laws of the State of Florida. The terms of said mortgage are by this reference made a part hereof.

If default be made in the payment of any of the sums or interest mentioned herein or in the performance of any of the agreements contained herein or in said mortgage, then the entire principal sum and accrued interest shall at the option of the holder hereof become at once due and collectable without notice, time being of the essence; and said principal sum and accrued interest shall both bear interest from such time until paid at the highest rate allowable under the laws of the State of Florida. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

Each person liable hereon whether maker or endorser, hereby waives presentment, protest, notice, notice of protest and notice of dishonor and agrees to pay all costs, including a reasonable attorney's fee whether suit be brought or not, if, after maturity of this note or default hereunder, or under said mortgage, counsel shall be employed to collect this note or to protest the security of said mortgage.

Whenever used herein the terms "holder," "maker," and "payee" shall be construed in the singular or plural as the context may require or admit.

Maker's Address

/s/ Azell Green, Jr. (SEAL)
Azell Green, Jr.

6240 Luther St.

/s/ Dorothy M. Green (SEAL)
Dorothy M. Green

Pensacola, FL 32503

(SEAL)

Recorded in Public Records 12/07/2007 at 10:48 AM OR Book 6258 Page 1195,
Instrument #2007114173, Ernie Lee Magaha Clerk of the Circuit Court Escambia
County, FL Recording \$27.00

**THE OFFICE OF ENVIRONMENTAL ENFORCEMENT
SPECIAL MAGISTRATE
IN AND FOR THE
COUNTY OF ESCAMBIA, STATE OF FLORIDA**

ESCAMBIA COUNTY, FLORIDA

Vs.

Case No.: 07-09-0698
Location: 206 E. Crescent Drive
PR# 042S30-6001-002-008

Rosie Lee Green, Life Est. & Azell Green
& Shirley Washington & Steve A. Green
P. O. Box 2094
Pensacola, FL 32513

ORDER

This CAUSE having come before the Office of Environmental
Enforcement Special Magistrate on the Petition of the Environmental Enforcement
Officer for alleged violation of the ordinances of the County of Escambia, State of
Florida, and the Special Magistrate having considered the evidence before him in the
form of testimony by the Enforcement Officer and the respondent or representative,
_____ as well as evidence submitted and after consideration of the
appropriate sections of the Escambia County Code of Ordinances, the Special Magistrate
finds that a violation of the Code of Ordinances 42-196(b) & (d)

_____ has occurred and continues.

THEREFORE, The Special Magistrate being otherwise fully advised in the premises; it is hereby **ORDERED** that: Rosie Lee Green, For her life, remainder to Azell Green, Steven Green and Shirley Washington shall have until December 15, 2007 to correct the violation and to bring the violation

into compliance. Corrective action shall include: remove all trash, debris, solid waste, nuisance conditions and over growth in excess of 12 inches

If you fail to fully correct the violation within the time required, you will be assessed a fine of \$ 50⁰⁰ per day, commencing December 16, 2007.

This daily fine shall continue until this violation is abated and the violation brought into compliance or until as otherwise provided by law. Immediately upon your full correction of this violation, you should contact the Escambia County Environmental Enforcement Office in writing to request that they immediately inspect the property to make an official determination of whether the violation has been abated and brought into compliance.

If the violation is not abated within the specified time period, then the County may elect to abate the violation for you and the reasonable cost of such will be assessed against you and will constitute a lien on the property.

Costs in the amount of \$1,100.00 are hereby awarded in favor of Escambia County as the prevailing party against Rosie Lee Green, For life, remainder to Azell Green, Steven Green and Shirley Washington.
This fine shall be forwarded to the Board of County Commissioners.

Under the authority of 162.09(1), F.S. and Sec. 30-34(d) of the Code of Ordinances, the Board of County Commissioners may make all reasonable repairs necessary to bring the

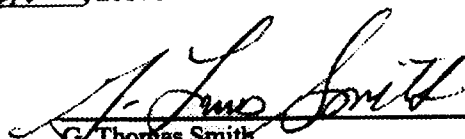
property into compliance if the violator does not correct the violation by a specified date. The costs of such repairs shall be certified to the Special Magistrate and may be added to any fines imposed pursuant to this order.


All monies owing hereunder shall constitute a lien on all your real and personal property including any property involved herein, which lien can be enforced by foreclosure and as provided by law.

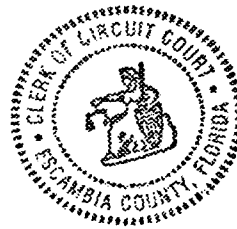
You have the right to appeal orders of the Special Magistrate to the Circuit Court of Escambia County. If you wish to appeal, you must give notice of such in writing to both the Environmental Enforcement Division at 6708 Plantation Road Pensacola, Florida 32504 and the Escambia County Circuit Court Clerk at the M.C. Blanchard Judicial Building, 190 Governmental Center, Pensacola, Florida 32501, no later than 30 days from the date of the Order. Failure to timely file a written Notice of Appeal will waive your rights to appeal.

Jurisdiction is retained to enter such further orders as may be appropriate and necessary.

DONE AND ORDERED at Escambia County, Florida on the 4th day of December, 2007.


G. Thomas Smith
Special Magistrate
Office of Environmental Enforcement

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
Escambia County Florida
By:  D.C.
Date: 12-7-07



**THE OFFICE OF ENVIRONMENTAL ENFORCEMENT
SPECIAL MAGISTRATE
IN AND FOR THE
COUNTY OF ESCAMBIA, STATE OF FLORIDA**

ESCAMBIA COUNTY, FLORIDA

Vs.

Case No.: CE 07-09-0698
Location: 206 East Crescent Drive
PR #042S30-6001-002-008

Rosie Lee Green, Life Estate & Azell Green
& Shirley Washington & Steve A. Green
P.O. Box 2094
Pensacola, Florida 32513

AMENDED O R D E R

This CAUSE having come before the Office of Environmental Enforcement Special Magistrate on October 7, 2008, and after hearing the evidence presented by the office of Environmental Enforcement, the Order of December 4, 2007, is amended as follows:

All assessed fines shall be released relative to the action taken in the Special Magistrate Order of December 4, 2007, pertaining to property located at 206 East Crescent Drive. However, court cost in the amount of \$1,100.00 shall remain assessed against you as stated in the original and will constitute a lien on the property.

DONE AND ORDERED at Escambia County, Florida on the 5th day
of October, 2008.



G. Thomas Smith
Special Magistrate
Office of Environmental Enforcement

15.00
Dues

THIS INSTRUMENT WAS PREPARED
BY AND IS TO BE RETURNED TO:

B. CAROL MERRITT
Escambia County Utilities Authority
9250 Hamman Street
Pensacola, Florida 32514-0311

STATE OF FLORIDA
COUNTY OF ESCAMBIA

**ESCAMBIA COUNTY UTILITIES AUTHORITY
AGREEMENT AND NOTICE OF LIEN FOR SPECIAL ASSESSMENT
AND WASTEWATER SYSTEM CAPACITY IMPACT FEE
LADYBIRD WASTEWATER COLLECTION SYSTEM**



THIS AGREEMENT made by and between Azell + Dorothy M
Green, Jr. ("Owner") (whose mailing address is: 6240
Luther St. Pensacola, FL 32503) and the ESCAMBIA
COUNTY UTILITIES AUTHORITY ("ECUA") (whose mailing address is 9250 Hamman
Street, Pensacola, Florida 32514),

WITNESSETH:

WHEREAS, Owner owns that certain property in Escambia County, Florida,
more particularly described in the attachment hereto (the "Property"); and

WHEREAS, ECUA has constructed a wastewater collection system to serve
the Property and, in accordance with Section 153.05, Florida Statutes, has levied
a special assessment (notice of which is recorded in Official Record Book 3201 at
page 621 of the public records of said county) upon the Property to pay a portion
of the cost of design and construction thereof, which special assessment is
payable at the option of Owner either in full on or before June 25, 1997, or in
consecutive monthly installments as herein provided; and

WHEREAS, Owner desires and hereby agrees to pay said special assessment
and, if a wastewater system capacity impact fee is shown below, a wastewater
system capacity impact fee for service to the Property in installments in the
following manner:

Special Assessment	\$ <u>2,467.32</u>
Wastewater System Capacity Impact Fee	\$ <u>- 0 -</u>
Interest accrued to Date	\$ <u>981.26</u>
Total	\$ <u>3,448.58</u>
Paid at Time of Application for Service	\$ <u>- 0 -</u>
Unpaid Balance	\$ <u>3,448.58</u>
Number of Consecutive Monthly Payments	<u>132</u>
Amount of each Monthly Payment	\$ <u>39.37</u>

With interest at the rate of 8% per year on the unpaid balance of the special assessment, commencing as of July 25, 1992, and with interest at the rate of 8% per year on the unpaid balance of such capacity impact fee, commencing as of the date of this Agreement.

NOW, THEREFORE, be it agreed as follows:

Owner shall make the monthly payments shown above, commencing with Owner's next billing for utility service, if service is provided to the Property, or upon the execution of this Agreement, and continuing each and every month thereafter until the entire indebtedness secured by this Agreement is paid in full. Provided, however, that the special assessment and any wastewater system capacity impact fee shown above, together with accrued interest, shall be paid in full not later than June 25, 2008. Owner shall also pay when due regular service charges and any other rates, fees and charges established by ECUA.

In consideration of the premises and as security for the payment of the above sums, Owner has granted, bargained and sold, and by these presents does grant, bargain, sell and convey unto the Escambia County Utilities Authority the Property described above, together with tenements, hereditaments and appurtenances thereunto belonging or appertaining, the whole free from all exemption and right of homestead.

Owner covenants and agrees that Owner is well seized of the Property and has a good right to convey the same and that the Owner shall and will warrant, and by these presents forever defend, the Property unto the ECUA, its successors and assigns, against the lawful claims of all and every person or persons whomsoever.

Owner, further covenants and agrees that in case any installment due under this agreement is not paid when due ECUA may terminate utility services to the Property until such time as all delinquent installments, together with any other service charges or fees due to ECUA, are paid in full.

Owner further covenants and agrees that in case any installment due under this Agreement is not paid when due ECUA may, at its option, in addition to terminating utility services as set forth above, declare the entire indebtedness secured by this Agreement immediately due and payable, and this Agreement shall become immediately foreclosable as a mortgage for all sums secured hereby, and all costs and expenses, including attorney's fees incurred in collecting said indebtedness, shall be a part of the debt or lien upon the Property, and if a foreclosure of this Agreement be had, or a suit to foreclose the same rightfully begun, he will pay all costs and expenses of said suit, including reasonable attorney's fees incurred by ECUA, which costs and fees shall be included in the lien of this Agreement and in the sum decreed upon foreclosure.

Owner further covenants and agrees that in the event of sale or transfer of the Property, other than by devise or by operation of law on account of death of Owner, all indebtedness secured by this Agreement shall at once become due and payable.

The indebtedness secured by this Agreement may be prepared at any time, without penalty. In the event of such prepayment interest shall accrue to the date of payment.

This Agreement shall constitute a covenant running with the Property, and shall be binding upon successors in interest of Owner.

The lien created by this instrument is cumulative to the statutory lien of the above described special assessment pursuant to Section 153.05 Florida Statutes, and other rights and remedies afforded by ECUA by law and foreclosure or other termination of the lien created by this law instrument shall not impair the statutory lien of ECUA or other rights and remedies afforded by ECUA by law.

Any reference to "Owner" shall include either or both genders and the singular as well as plural as the context may require.

IN WITNESS WHEREOF we have hereunto set our hands and seals this 15th day of July, 19 97.

Signed, sealed and delivered
in the presence of:

SIGN: B. Carol Merritt
TYPE/PRINT: B. CAROL MERRITT

OWNER: Azell Green Jr.
TYPE/PRINT: AZELL GREEN JR.

SIGN: B. Carol Merritt
TYPE/PRINT: B. CAROL MERRITT

OWNER: Dorothy Green
TYPE/PRINT: DOROTHY GREEN

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 15th day of JULY, 19 97, by Azell Green Jr + Dorothy Peterson Green who has produced FL 6650-000 40133-0 / FL 6650-195 39-25 as identification and who did not take and oath.

GABRIEL M. BROWN
Notary Public, State of Florida
My comm. expires March 13, 2001
Comm. No. CC 629451

SIGN: Gabriel M. Brown
TYPE/PRINT: GABRIEL M. BROWN
Notary Public - State of Florida
My Commission Expires: 3/13/2001

Service Address: 6240 Luther St
PENSACOLA, FL 32503
Account No: 36790 - 29893

(For Use With Individual Owner or Owners)

Parcel No. 32

RWK:akh:06/29/92
ecua\ladybird.ani
Revised 8/96

RCD Jul 17, 1997 03:55 pm
Escambia County, Florida

Ernie Lee Magaha
Clerk of the Circuit Court
INSTRUMENT 97-402407