19-456

Tax Collector's Certification

CTY-513

Tax Deed Application Number
1900169

Date of Tax Deed Application
Apr 17, 2019

This is to certify that **CATALINA TAX CO LLC SERIES 17 US BANK % CATALINA TAX -SER 17**, holder of **Tax Sale Certificate Number 2017 / 1601**, Issued the 1st Day of June, 2017 and which encumbers the following described property in the county of Escambia County, State of Florida, to wit: **04-0909-112**

Cert Holder:
CATALINA TAX CO LLC SERIES 17 US BANK % CATALINA TAX -SER 17
PO BOX 645040
CINCINNATI, OH 45264-5040

Property Owner:
DEASON DANNY W & MELANIE D
6537 BELLVIEW PINES PL
PENSACOLA, FL 32526

LT 7 BLK B BELLVIEW PINES UNIT 4 PB 12 P 3 OR 4922 P 667

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
2017/1601	04-0909-112	06/01/2017	696.92	34.85	731.77

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
2018/1638	04-0909-112	06/01/2018	695.79	6.25	34.79	736.83

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	1,468.60
2. Total of Delinquent Taxes Paid by Tax Deed Applicant	0.00
3. Total of Current Taxes Paid by Tax Deed Applicant	620.60
4. Property Information 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)	2,464.20
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.	35,016.00
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	6.25
19. Total Amount to Redeem	

Done this the 24th day of April, 2019 Scott Lunsford, Tax Collector of Escambia County

Date of Sale: 10-7-19 By

*This certification must be surrendered to the Clerk of the Circuit Court no later than ten (10) days after this date.
04-0909-112 2017

APPLICATION FOR TAX DEED

Section 197.502, Florida Statutes

512
R. 12/16

Application Number: 1900169

To: Tax Collector of ESCAMBIA COUNTY, Florida

I,

CATALINA TAX CO LLC SERIES 17 US BANK % CATALINA TAX -SER 17
PO BOX 645040
CINCINNATI, OH 45264-5040,

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
04-0909-112	2017/1601	06-01-2017	LT 7 BLK B BELLVIEW PINES UNIT 4 PB 12 P 3 OR 4922 P 667

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, property information 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
CATALINA TAX CO LLC SERIES 17 US BANK %
CATALINA TAX -SER 17
PO BOX 645040
CINCINNATI, OH 45264-5040

Applicant's signature

04-17-2019
Application Date

ECPA Home

Chris Jones
Escambia County Property Appraiser

Real Estate Search | Tangible Property Search | Sale List

Back

Navigate Mode ◉ Account ○ Reference

Printer Friendly Version

General Information

Reference:	391S305202007002
Account:	040909112
Owners:	DEASON DANNY W & MELANIE D
Mail:	6537 BELLVIEW PINES PL PENSACOLA, FL 32526
Situs:	6537 BELLVIEW PINES PL 32526
Use Code:	SINGLE FAMILY RESID
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Scott Lunsford
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2018	$17,100	$63,803	$80,903	$70,032
2017	$17,100	$59,038	$76,138	$68,592
2016	$17,100	$57,173	$74,273	$67,182

Disclaimer

Tax Estimator

› File for New Homestead Exemption Online

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
05/2002	4922	667	$67,900	WD	View Instr
12/2001	4820	342	$100	CT	View Instr
04/1993	3400	377	$26,400	QC	View Instr
05/1990	2860	39	$53,000	WD	View Instr

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

2018 Certified Roll Exemptions
HOMESTEAD EXEMPTION

Legal Description
LT 7 BLK B BELLVIEW PINES UNIT 4 PB 12 P 3 OR 4922 P 667

Extra Features
FRAME BUILDING
UTILITY BLDG

Parcel Information

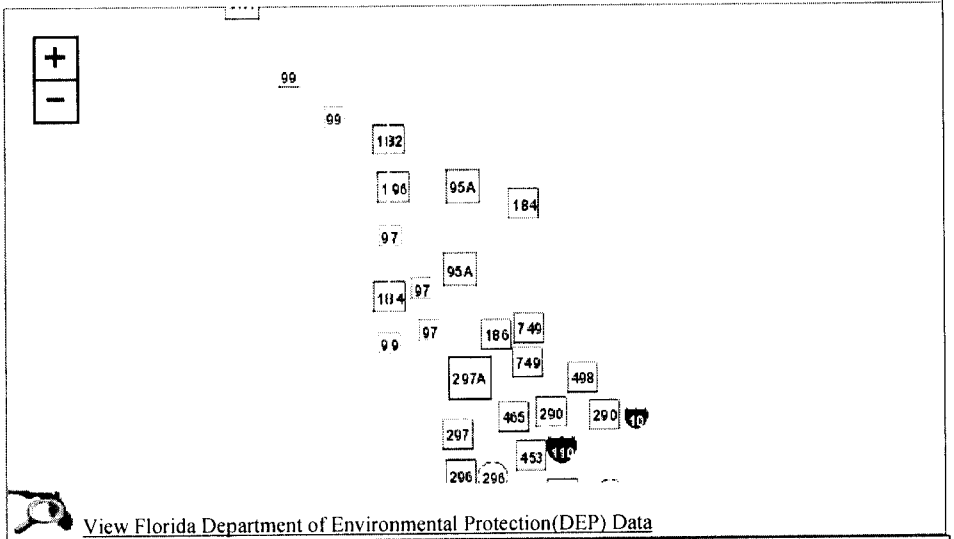
Section Map Id:
39-1S-30-3

Approx. Acreage:
0.2418

Zoned:
MDR

Evacuation & Flood Information
Open Report

Launch Interactive Map



View Florida Department of Environmental Protection(DEP) Data

Buildings

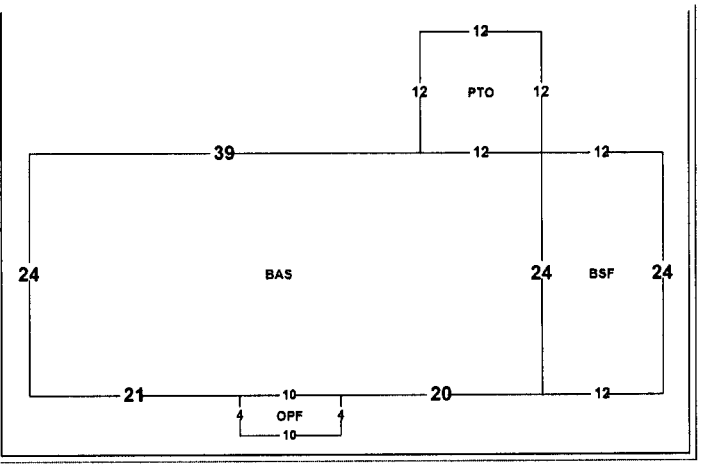
Address:6537 BELLVIEW PINES PL, Year Built: 1985, Effective Year: 1985

Structural Elements
DECOR/MILLWORK-*AVERAGE*
DWELLING UNITS-*1*
EXTERIOR WALL-*BRICK-FACE/VENEER*
EXTERIOR WALL-*SIDING-SHT.AVG.*
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-*GABL/HIP COMBO*
STORY HEIGHT-*0*
STRUCTURAL FRAME-*WOOD FRAME*

Areas - 1696 Total SF

BASE AREA - *1224*
BASE SEMI FIN - *288*
OPEN PORCH FIN - *40*
PATIO - *144*



Images



10/15/18

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:04/26/2019 (tc.32109)

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2019038658 5/3/2019 12:23 PM
OFF REC BK: 8089 PG: 245 Doc Type: TDN

NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That **CATALINA TAX CO LLC SERIES 17 US BANK** holder of **Tax Certificate No. 01601**, issued the **1st** day of **June, A.D., 2017** has filed same in my office and has made application for a tax deed to be issued thereon. Said certificate embraces the following described property in the County of Escambia, State of Florida, to wit:

LT 7 BLK B BELLVIEW PINES UNIT 4 PB 12 P 3 OR 4922 P 667

SECTION 39, TOWNSHIP 1 S, RANGE 30 W

TAX ACCOUNT NUMBER 040909112 (19-456)

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

DANNY W DEASON and MELANIE D DEASON

Unless said certificate shall be redeemed according to law, the property described therein will be sold to the highest bidder at public auction at 9:00 A.M. on the **first** Monday in the month of October, which is the **7th day of October 2019.**

Dated this 3rd day of May 2019.

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



PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

By:
Emily Hogg
Deputy Clerk

19-4520

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: 040909112 Certificate Number: 001601 of 2017

Payor: DANNY DEASON 6537 BELLVIEW PINES PL PENSACOLA, FL 32526 **Date** 05/21/2019

Clerk's Check #	6609201470
Tax Collector Check #	1

Clerk's Total	$509.03
Tax Collector's Total	$2,692.23 $ 2661.42
Postage	$60.00
Researcher Copies	$0.00
Recording	$10.00
Prep Fee	$7.00
Total Received	~~$3,278.26~~
	$ 2678.42

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
JUVENILE
MENTAL HEALTH
MIS
OPERATIONAL SERVICES
PROBATE
TRAFFIC

COUNTY OF ESCAMBIA
OFFICE OF THE
CLERK OF THE CIRCUIT COURT

BRANCH OFFICES
ARCHIVES AND RECORDS
JUVENILE DIVISION
CENTURY

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

Case # 2017 TD 001601
Redeemed Date 05/21/2019
Name DANNY DEASON 6537 BELLVIEW PINES PL PENSACOLA, FL 32526

Clerk's Total = TAXDEED	$509.03
Due Tax Collector = TAXDEED	$2,692.23 2661.42
Postage = TD2	$60.00
ResearcherCopies = TD6	$0.00
Release TDA Notice (Recording) = RECORD2	$10.00
Release TDA Notice (Prep Fee) = TD4	$7.00

• **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 | Redeem | Forms | Courtview | Benchmark
Redeemed From Sale

PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

Tax Deed - Redemption Calculator

Account: 040909112 Certificate Number: 001601 of 2017

Redemption: Yes | Application Date: 04/17/2019 | Interest Rate: 18%

	Final Redemption Payment ESTIMATED	Redemption Overpayment ACTUAL
	Auction Date 10/07/2019	Redemption Date 05/21/2019
Months	6	1
Tax Collector	$2,464.20	$2,464.20
Tax Collector Interest	$221.78	$36.96
Tax Collector Fee	$6.25	$6.25
Total Tax Collector	$2,692.23	$2,507.41 TC
Record TDA Notice	$17.00	$17.00
Clerk Fee	$130.00	$130.00
Sheriff Fee	$120.00	$120.00
Legal Advertisement	$200.00	$200.00
App. Fee Interest	$42.03	$7.01
Total Clerk	$509.03	$474.01 CH
Release TDA Notice (Recording)	$10.00	$10.00
Release TDA Notice (Prep Fee)	$7.00	$7.00
Postage	$60.00	$0.00
Researcher Copies	$40.00	$0.00
Total Redemption Amount	$3,318.26	$2,998.42
	Repayment Overpayment Refund Amount	$319.84
Book/Page		

Notes

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2019044371 5/21/2019 4:27 PM
OFF REC BK: 8098 PG: 1157 Doc Type: RTD

RELEASE OF NOTICE OF APPLICATION FOR TAX DEED

Pursuant to § 197.502(5)(c), Florida Statutes, the Escambia County Clerk of Court fully releases the Notice of Tax Deed Application recorded at Official Records Book 8089, Page 245, of Escambia County, for the tax certificate, tax deed, and property described below:

Tax Certificate No. Certificate No. 01601, issued the 1st day of June, A.D., 2017

TAX ACCOUNT NUMBER: **040909112 (19-456)**

DESCRIPTION OF PROPERTY:

LT 7 BLK B BELLVIEW PINES UNIT 4 PB 12 P 3 OR 4922 P 667

SECTION 39, TOWNSHIP 1 S, RANGE 30 W

NAME IN WHICH ASSESSED: DANNY W DEASON and MELANIE D DEASON

Dated this 21st day of May 2019.

PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

By:
Emily Hogg
Deputy Clerk

Redeemed
19-456

Southern Guaranty Title Company
4400 Bayou Boulevard, Suite 13B
Pensacola, Florida 32503
Telephone: 850-478-8121
Facsimile: 850-476-1437

PROPERTY INFORMATION REPORT

File No.: 15216 July 10, 2019

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 07-10-2999, through 07-10-2019, and said search reveals the following:

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

   Danny W. Deason and Melanie D. Deason, 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

This report is not title insurance. Pursuant to s. 627.7843, Florida Statutes, the maximum liability of the issuer of this property information report for errors or omissions in this property information report is limited to the amount paid for this property information report, and is further limited to the person(s) expressly identified by name in the property information report as the recipients(s) of the property information report.

THIS REPORT SHALL NOT BE USED FOR THE ISSUANCE OF TITLE INSURANCE.

Southern Guaranty Title Company

By: _____ July 10, 2019

PROPERTY INFORMATION REPORT
LEGAL DESCRIPTION

File No.: 15216 July 10, 2019

Lot 7, Block B, Bellview Pines Unit 4, as per plat thereof, recorded in Plat Book 12, Page 3, of the Public Records of Escambia County, Florida

PROPERTY INFORMATION REPORT
CONTINUATION PAGE

File No.: 15216 July 10, 2019

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

1. That certain mortgage executed by Danny W. Deason and Melanie D. Deason, husband and wife in favor of Escambia County Finance Authority dated 05/10/2002 and recorded 06/18/2002 in Official Records Book 4922, page 680 of the public records of Escambia County, Florida, in the original amount of $2,500.00.

2. That certain mortgage executed by Danny W. Deason and Melanie D. Deason, husband and wife in favor of Citibank Federal Savings Bank dated 09/02/2004 and recorded 09/23/2004 in Official Records Book 5498, page 913 of the public records of Escambia County, Florida, in the original amount of $16,000.00.

3. All Taxes Paid. The assessed value is $80,903.00. Tax ID 04-0909-112.

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

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

CERTIFICATION: TITLE SEARCH FOR TDA

TAX DEED SALE DATE: 10-7-2019

TAX ACCOUNT NO.: 04-0909-112

CERTIFICATE NO.: 2017-1601

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 221 Palafox Place, 4th Floor/
X	___	Notify Escambia County, 190 Governmental Center, 32502
X	___	Homestead for 2018 tax year.

Danny W. Deason
Melanie D. Deason
6537 Bellview Pines Place
Pensacola, FL 32526

Citibank Federal Savings Bank
11800 Spectrum Center Dr.
Reston, VA 22090

Certified and delivered to Escambia County Tax Collector,
this 12th day of July, 2019.

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.

OR BK 4922 PG0667
Escambia County, Florida
INSTRUMENT 2002-976134

DEED DOC STAMPS PD @ ESC CO $ 475.30
06/18/02 ERNIE LEE MAGAHA, CLERK
By:

REC#A01-4654

Rec 10.50
DS 475.30

15TH MAY, 2001
Revised 10/06/93

FL (Conventional)

NAME:GRANTEE SSN#_____

PLEASE RECORD AND RETURN TO:
[redacted]
First American Title Insurance Company
255 N. Liberty Street
Jacksonville, Florida 32202

SPECIAL WARRANTY DEED

THIS INDENTURE, made this 9 day of MAY 2002, by and between FEDERAL NATIONAL MORTGAGE ASSOCIATION, a corporation organized under and existing pursuant to the laws of the United States,13455 Noel Road, Dallas, TX 75240 hereinafter called Grantor, and **DANNY W. DEASON AND MELANIE D. DEASON, HUSBAND AND WIFE of 6537 BELLEVIEW PINES, PENSACOLA, FL 32526 and** their assigns, hereinafter called Grantee

WITNESSETH, that the said Grantor, for and in consideration of the sum of **TEN and 00/100'S DOLLARS ($10.00)** in hand paid by Grantee and other valuable considerations, the receipt whereof is acknowledged, hereby grants, bargains and sells to the said Grantee, forever, the following described land in the County of ESCAMBIA, State of Florida, to-wit:

The property is commonly known as 6537 BELLEVIEW PINES, PENSACOLA, FL 32523 and is more particularly described in Exhibit A, attached hereto and made a part hereof by this reference.

TO HAVE AND TO HOLD the above-described property, with appurtenances, unto the said Grantee, and their assigns, forever, subject to covenants and restrictions of record, zoning and land use restrictions imposed by governmental authorities, and matters an accurate survey would reveal,

AND SAID GRANTOR does hereby specially warrant the title to said lands and will defend the same against the lawful claims of any person whomsoever claiming by, through, or under the said Grantor.

IN WITNESS WHEREOF the undersigned Federal National Mortgage Association has caused these presents to be signed in its name by its undersigned officers, and its corporate seal affixed this 9 day of May, 2002.

FEDERAL NATIONAL MORTGAGE ASSOCIATION

By: _____, Vice President
Cheryl Young

Attest: _____, Assistant Secretary
Patricia Manson

(CORPORATE SEAL)

Signed, sealed and delivered in the presence of:

_____ Witness

_____ Witness

STATE OF TEXAS) ss.
COUNTY OF DALLAS)

I hereby certify that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Cheryl Young, and Patricia Manson, to me known and known to be the persons described in and who executed the foregoing instrument as Vice President and Assistant Secretary, respectively, of the corporation named therein, and severally acknowledged before me that they executed the same as such officers in the same and on behalf of said corporation.

Witness my hand and official seal in the county and State last aforesaid, this 9 day of May, 2002.

_____
Notary Public, TEXAS
My Commission Expires:

{Seal}

D. VANESSA BROWN
MY COMMISSION EXPIRES
August 21, 2002
BONDED BY
NOTARY ASSOC. OF TEXAS, INC.

This instrument was prepared by:
Office of Regional Counsel
Federal National Mortgage Assn.
13455 Noel Road, Suite 600
Dallas, TX 75240-5003

912160

OR BK 4922 PG0668
Escambia County, Florida
INSTRUMENT 2002-976134

EXHIBIT "A"

Legal Description

LOT 7, BLOCK B, BELLVIEW PINES UNIT 4, ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 12, PAGE 3, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

RCD Jun 18, 2002 01:13 pm
Escambia County, Florida

ERNIE LEE MAGAHA
Clerk of the Circuit Court
INSTRUMENT 2002-976134

OR BK 4922 PG0680
Escambia County, Florida
INSTRUMENT 2002-976136

THIS MORTGAGE IS EXEMPT FROM DOCUMENTARY STAMP TAX AND INTANGIBLE TAX IMPOSED BY CHAPTERS 199 & 201 FLORIDA STATUTES

DEC 2400

EXHIBIT R

SECOND MORTGAGE LOAN FORMS

THIS MORTGAGE DEED, made this 10th day of May, 2002, by DAnny W. Deason and Melanie D. Deason*("Mortgagor"), in favor of the **ESCAMBIA COUNTY HOUSING FINANCE AUTHORITY** ("Mortgagee"), which terms, "Mortgagor" and "Mortgagee" shall include heirs, legal representatives, successors and assigns of said parties.

*husband and wife

WITNESSETH:

(5) 92162

IN CONSIDERATION of the aggregate sum named in the Mortgage Note hereinafter described, and other valuable considerations, receipt whereof is hereby acknowledged, Mortgagor hereby grants, bargains, sells, conveys and confirms unto Mortgagee, in fee simple, all those certain lands, situate, lying and being in Escambia County, Florida, described as follows:

Lot 7, Block B, BELLVIEW PINES UNIT 4, according to plat thereof recorded in Plat Book 12, page 3, of the public records of Escambia County, Florida.

THIS IS A SECOND MORTGAGE SUBJECT TO THAT CERTAIN MORTGAGE FROM ** **TO** ~~Whitney Natinal Bank~~ **DATED** May 10, **20**02, **AND RECORDED** _____, **20**__, **IN O.R. BOOK** 4922, **PAGE** 6169, **PUBLIC RECORDS OF** Escambia **COUNTY, FLORIDA.**

**Danny W. Deason and Melanie D. Deason, husband and wife

ANY DEFAULT UNDER THE TERMS OF THE FIRST MORTGAGE SHALL CONSTITUTE A DEFAULT UNDER THE TERMS OF THIS SECOND MORTGAGE, AND THE MORTGAGEE HEREIN SHALL HAVE ALL THE RIGHTS AND PRIVILEGES GRANTED TO IT UNDER THE TERMS OF THIS SECOND MORTGAGE IN THE EVENT OF SUCH DEFAULT. MORTGAGEE, AT HIS DISCRETION, AND WITHOUT ANY DUTY TO DO SO, MAY CURE ANY DEFAULT IN SAID FIRST MORTGAGE. THE CURE BY MORTGAGEE OF THE FIRST MORTGAGE IS NOT TO BE CONSTRUED AS A CURE BY MORTGAGOR UNDER THE TERMS OF THIS MORTGAGE.

THIS INSTRUMENT PREPARED BY:

Richard I. Lott.
Miller, Canfield, Paddock
and Stone, P.L.C.
25 West Cedar Street, Suite 500
Pensacola, Florida 32501

RETURN TO:

First American Title Insurance Company
255 N. Liberty Street
Jacksonville, Florida 32202

Gordon Jernigan
Executive Director
Escambia County
P.O. Box 1026
Pensacola, Florida 32595

6/

OR BK 5498 PG0913
Escambia County, Florida
INSTRUMENT 2004-286685

MTG DOC STAMPS PD @ ESC CO $ 56.00
09/23/04 ERNIE LEE MAGAHA, CLERK

INTANGIBLE TAX PD @ ESC CO $ 32.00
09/23/04 ERNIE LEE MAGAHA, CLERK

AMERICAN TITLE CORP.
27990 CONVERSE ROAD
ISLAND LAKE, IL 60042

52.50
32.00
56.00

WHEN RECORDED RETURN TO:
CITIBANK
Document Administration
1000 Technology Drive - MS 221
O'Fallon, MO 63304

THIS INSTRUMENT WAS PREPARED BY:
SUNITA DSA
P.O. Box 790017, MS 221
St. Louis, MO 63179
(800) 925-2484

THIS IS A SECOND MORTGAGE. ANY DEFAULT IN THE TERMS AND CONDITIONS OF THE EXISTING FIRST MORTGAGE SHALL BE DEEMED A DEFAULT IN THE TERMS AND CONDITIONS OF THIS SECOND MORTGAGE.

004 27608

MORTGAGE

THIS MORTGAGE is made this **09/03/2004**, between the Mortgagor(s), **DANNY W DEASON and MELANIE D DEASON, HUSBAND AND WIFE, AS TENANTS BY THE ENTIRETY,** of **6537 BELLVIEW PINES PL, PENSACOLA, FL 32526**, (herein "Mortgagor"), and the Mortgagee, Citibank, Federal Savings Bank, a corporation organized and existing under the laws of the United States whose address is **11800 Spectrum Center Drive, Reston, VA 22090** (herein "Lender"). "Borrower" means the individual(s) who has(ve) signed the Fixed Rate Home Equity Loan Note (the "Note") of even date herewith and in connection with this Mortgage.

Whereas, Mortgagor is indebted to Lender in the principal sum of U.S. **$16,000.00** which indebtedness is evidenced by Mortgagor's note dated **09/03/2004**, and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest with the balance of the indebtedness, if not sooner paid, due and payable on **09/09/2019**;

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

SEE ATTACHED RIDER FOR LEGAL DESCRIPTION

which has the address of **6537 BELLVIEW PINES PL, PENSACOLA, FL 32526** (herein "Property Address");

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

The Lender is hereby expressly authorized at the option of the Lender to advance all sums necessary to keep the first Mortgage in good standing and all sums so advanced shall be subject to the provisions of Uniform Covenant 7 of this Mortgage. The Mortgagor agrees that the Mortgagor shall not make any agreement with the holder of the First Mortgage which shall in any way modify, change, alter or extend any of the terms or conditions of the First Mortgage, nor shall the Mortgagor request or accept any future advances under such First Mortgage without the express written consent of the Lender.

Mortgagor covenants that Mortgagor is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Mortgagor covenants that Mortgagor warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

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Mortgage, continued

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

1. **Payment of Principal and Interest.** Mortgagor shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided by the Note.

2. **Application of Payments:** Unless applicable law provides otherwise, all payments received by Lender shall be applied by Lender first to interest payable on the Note and then to the principal of the Note.

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

4. **Hazard Insurance.** Mortgagor shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards including within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by Mortgagor subject to approval by Lender, provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgagee clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has a priority over this Mortgage.

In the event of loss, Mortgagor shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Mortgagor.

If the Property is abandoned by Mortgagor, or if Mortgagor fails to respond to Lender within 30 days from the date notice is mailed by Lender to Mortgagor that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

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

6. **Protection of Lender's Security.** If Mortgagor fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Mortgagor, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Mortgagor shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Mortgagor's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 6, with interest thereon, at the Note rate, shall become additional indebtedness of Mortgagor secured by this Mortgage. Unless Mortgagor and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Mortgagor requesting payment thereof. Nothing contained in this paragraph 6 shall require Lender to incur any expense or take any action hereunder.

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

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

9. **Mortgagor Not Released; Forbearance By Lender Not A Waiver.** Extension of the time for payment of modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Mortgagor shall not operate to release, in any manner, the liability of the original Mortgagor and Mortgagor's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the

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Mortgage, continued

sums secured by this Mortgage by reason of any demand made by the original Mortgagor and Mortgagor's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

10. **Successors and Assigns Bound; Joint and Several Liability; Co-Signers.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Mortgagor, subject to the provision of paragraph 16 hereof. All covenants and agreements of Mortgagor shall be joint and several. Any Mortgagor who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to mortgage, grant and convey that Mortgagor's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Mortgagor hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Mortgagor's consent and without releasing that Mortgagor of modifying this Mortgage as to that Mortgagor's interest in the Property.

11. **Waiver of Homestead.** In consideration of Lender granting this loan to Borrower and not for purposes of being personally obligated to repay this loan, Mortgagor grants Lender a security interest in the property described above as security for the repayment of this loan.

12. **Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Mortgagor provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Mortgagor at the Property Address or at such other address as Mortgagor may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Mortgagor as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Mortgagor or Lender when given in the manner designated herein.

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

14. **Mortgagor's Copy.** Mortgagor shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

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

16. **Transfer of the Property.** If Mortgagor sells or transfers all or any part of the Property or an interest therein, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) a transfer by devise, descent, or by operation of law upon the death of a joint tenant, or (c) the grant of any leasehold interest of three years or less not containing an option to purchase, Mortgagor shall cause to be submitted information required by Lender to evaluate the transferee as if a new loan were being made to the transferee. Mortgagor will continue to be obligated under the Note and this Mortgage unless Lender releases Mortgagor in writing.

If Lender, on the basis of any information obtained regarding the transferee, reasonably determines that Lender's security may be impaired, or that there is an unacceptable likelihood of a breach of any covenant or agreement in this Mortgage, or if the required information is not submitted, Lender may declare all of the sums secured by this Mortgage to be immediately due and payable. If Lender exercises such option to accelerate, Lender shall mail Mortgagor notice of acceleration in accordance with paragraph 12 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed or delivered within which Mortgagor may pay the sums declared due. If Mortgagor fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Mortgagor, invoke any remedies permitted by paragraph 17 hereof.

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

17. **Acceleration; Remedies.** Except as provided in paragraph 16 hereof, upon Mortgagor's breach of any covenant or agreement of Mortgagor in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall give notice to Mortgagor as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure

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Mortgage, continued

such breach; (3) a date, not less than 10 days from the date notice is mailed to Mortgagor, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding, and sale of the Property. The notice shall further inform Mortgagor of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Mortgagor to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including but not limited to, reasonable attorneys' fees, court costs, cost of documentary evidence, abstracts and title reports.

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

19. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Mortgagor hereby assigns to Lender the rents of the Property, provided that Mortgagor shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

20. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Mortgagor. Mortgagor shall pay all costs of recordation, if any.

21. Attorney's Fees. As used in this Mortgage and in the Note "attorneys' fees" shall include attorneys' fees, if any, which may be awarded by an appellate court.

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

Mortgagor and Lender request the holder of any mortgage, deed of trust or other encumbrance with lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Mortgagor has executed this Mortgage.

NOTICE TO MORTGAGOR: Do not sign this Mortgage if it contains blank spaces. All spaces should be completed before you sign.
Signed, sealed and delivered in the presence of:

Danny W Deason 09/03/2004
Mortgagor: **DANNY W DEASON**
6537 BELLVIEW PINES PL, PENSACOLA, FL 32526
☒ **Married** [ ] **Unmarried**

Mortgagor:
[ ] **Married** [ ] **Unmarried**

[ ] **Married** [ ] **Unmarried**

Lisa Callaghan
Signed, sealed and delivered in the presence of LISA CALLAGHAN

Melanie D. Deason 09/03/2004
Mortgagor: **MELANIE D DEASON**
6537 BELLVIEW PINES PL, PENSACOLA, FL 32526
☒ **Married** [ ] **Unmarried**

Mortgagor:
[ ] **Married** [ ] **Unmarried**

[ ] **Married** [ ] **Unmarried**

Pamela L Vashey
Witness PAMELA L. VASHEY Date

1. For an individual acting in his own right:
STATE OF FLORIDA
COUNTY OF **ESCAMBIA**

The Foregoing instrument was acknowledged before me this **09/03/2004**, by **DANNY W DEASON SR and MELANIE D DEASON** (name of person(s) acknowledged) ~~who is personally known to me or~~ who has produced Drivers License (type of identification) as identification and who did (did not) take an oath.

LISA M. CALLAGHAN
Notary Public - State of Florida
My Commission Expires Oct 13, 2005
Commission # DD 047278

Lisa M Callaghan
(Signature of Person Taking Acknowledgment)

LISA M CALLAGHAN
(Name of Acknowledger Typed, Printed or Stamped)

Notary Public
(Title or Rank)

DD047278
(Serial Number, if any)

(Space Below This Line Reserved For Lender and Recorder)

OR BK 5498 PG0918
Escambia County, Florida
INSTRUMENT 2004-286685

RCD Sep 23, 2004 04:26 pm
Escambia County, Florida

ERNIE LEE MAGAHA
Clerk of the Circuit Court
INSTRUMENT 2004-286685

ACAPS #: 104081706023000
ATC FILE #: 0042768
Customer Name: Danny W. and Melanie D. Deason

LEGAL DESCRIPTION

LOT 7, BLOCK B, BELLVIEW PINES UNIT 4, ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 12, PAGE 3, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

P.I.N. #: