

11/22/2003

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

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, with a copy to P. O. Box 17170, Baltimore, MD 21203, of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

NOTICE TO BORROWER

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:

_ Atturnelon	ZAZ	-	Bas	(Seal)
Typed Name: DEBBIE MELTON	Typed Nam Address:		HAN BASS ERMAIN STREET	-Borrower
Angela L. Barrey		PENSAC	OLA, FLORIDA	32534 (Seal)
Typed Name: ANGELA L. BARNETT	Typed Name Address:			-Borrower
STATE OF FLORIDA	ESCAMBIA		County ss:	

I hereby certify that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgments, personally appeared

 NATHAN BASS, AN UNREMARRIED MAN

 who is personally known to me or who has produced
 FLA DRIVERS LIC.

 as identification of
 HIS
 identity 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 in the county and state aforesaid this <u>22nd</u> day of <u>NOVEMBER</u>

R.Tage Annette S. Lowrence Contract Story Story - OD126045 EXPIRES August 17, 2006 SEALubed THRU PROY FAIL BELFANCE INC.

FL 27230-7 5/99

Typed Name: ANNETTE S. LAWRENCE

Original (Recorded) Copy (Tranch) Copy (Customer)

Page 5 of 5

Whence

Anthiner Name: NATHAN BASS		OR BK 5294 PG128 Escambia County, Florida INSTRUMENT 2003-17666
Bubbbe A /	Lessi Description)	ERNIE LEE MAGAHA Clerk of the Circuit Cou INSTRUMENT 2003-1766
LL THAT CERTAIN PARCEL OF LAND IN ESCAMBIA OF R BOOK 4683 PAGE 0658, ID# 03-0744680, HEING KNOW ECOND ADDITION TO LINCOLN PARK, FILED IN PLATI	UNTY, STATE OF FLO	
Y CUIT-CLAIM DEED FROM BARBARA A. BASS AS SET ECORDED 04/02/2001, ESCAMBIA COUNTY RECORDS, ST HIS BEING THE SAME PROPERTY CONVEYED TO NATH	ATE OF FLORIDA.	
IOM JOLIN BUILDERS, INC., A FLORIDA CORPORATION R BOOK 653, PAGE 27, HSCAMBIA COUNTY RECORDS, S	TO A DESCRIPTION AND A DESCRIP	6/1972 AND RECORDED 11/17/1972 IN
•		
	•	



After recording, please return to: CITIFINANCIAL EQUITY SERVICES, INC. 6249 N. DAVIS HWY., SUITE B PENSACOLA FL 32504

This instrument was prepared by: CITIFINANCIAL EQUITY # 2,08769 of SERVICES, INC. 6249 N. DAVIS HWY., SUITE B PENSACOLA FL 32504

OR BK 4959 P60508 Escambia County, Florida INSTRUMENT 2002-998539

MORTGAGE

THIS MORTGAGE is made this 21st day of August NATHAN BASS, A DIVORCED AND UNREMARKIED MAN

, 2002, between the Mortgagor,

(herein "Borrower"),

and the Mortgagee, CITIFINANCIAL EQUITY SERVICES, INC. a corporation organized and existing under the laws of Oklahoma whose address is 6249 N. DAVIS HWY., SUITE B PENSACOLA FL 32504 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. 56,382.31, which indebtedness is evidenced by Borrower's note dated 08/21/2002 and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, if not sconer paid, due and payable on 08/26/2022;

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

ALL THAT PARCEL OF LAND IN ESCAMBIA COUNTY, STATE OF FLORIDA, AS MORE FULLY DESCRIBED IN DEED OR BOOK 4683 PAGE 658, ID #030744680 BEING KNOWN AND DESIGNATED AS LOT 1, BLOCK "A", SECOND ADDITION TO LINCOLN PARK, A SUBDIVISION OF A PORTION OF SECTION 23, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, FILED IN PLAT BOOK 8, PAGE 7.

BY FEE SIMPLE DEED FROM BARBARA A. BASS AS SET FORTH IN DEED OFFICIAL RECORD BOOK 4683, PAGE 658, DATED 03/23/2001 AND RECORDED 04/02/2001, SEE ALSO DEED BOOK 653, PAGE 27 RECORDED 11/7/1972, ESCAMBIA COUNTY RECORDS, STATE OF FLORIDA.

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

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

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Original (Recorded)

Copy (Branch)

Copy(Customer)

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08/21/2002

OR BK 959 PGO509 Escambia County, Florida INSTRUMENT 2002-998539

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows

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

2. Funds for Taxes and Insurance. Subject to applicable law or a written waiver by Lender. Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned) unit development assessments, if any) which may attain priority over this Mortgage and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for margard insurance, plus one-twelfth of yearly premium installments for m

for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of the Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage. secured by this Mortgage

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require. Upon payment in full of all sums secured by the Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortease

Mortgage.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, and then to the principal of the Note

4. Prior Mortgages and Deeds of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impesitions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.
5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and 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 Borrower 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. 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 priority over this Mortgage. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower 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. 6. Preservation and Maintenance of Property; Lendeholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

documents. 7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice is Borrower, 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, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law. Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment

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Original (Recorded)

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Copy (Branch) Copy (Customer)

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OR BH 959 PGO510 Escappia County, Florida INSTRUMENT 2002-998539

thereof. Nothing contained in this paragraph 7 shall require Lender to incur

any expense or take any action hereunder.
8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lenders' interest in the Property.

9. 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.

10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower'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 sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrowers'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.

11. 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 Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower'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 Borrower 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 Borrower's consent and

without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property. 12. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property address as indicated below Borrower's signature or at such other address as Borrower 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 Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

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

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

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Mortgage without further notice or demand on Borrower.

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

17. Acceleration; Remedies. Except as provided in paragraph 16 hereof, upon Borrower's breach of covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by the Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying; (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, 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 proceedings, and sale of the Property. The notice shall further inform Borrower of a default or any other defense of Borrower 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 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, and costs of documentary evidence, abstracts and tile reports.

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08/21/2002

18. Borrower's Right to Reinstate. Not withstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgement enforcing this Mortgage if: (a) Borrower pays Lender al sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of

Borrower contained in this Mortgage, and in enforcing Lenders's remedies as provided in Paragraph 17 hereof, including, but not limited to, reasonable attorney's fees and court costs; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

19. Assignment of Rents: Appointment of Receiver. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower 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

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

21. Attorneys' 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.

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

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

As used in this paragraph 22, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 22, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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Original (Recorded)

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08/21/2002

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

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IN WITNESS WHEREOF, Borrower has executed this Mortgage.

NOTICE TO BORROWER

Do not sign this Mortgage if it contains blank s	paces.	All space	s should be completed before you sign.	
Signed, sealed and delivered in the presence of:				
Jekina Minich	<u>X</u> .	AZ.	- 5200	(Seal)
0.			•	Borrower
Typed Name: NeRissa Myrick	Typed	Name:	Nathan Bass	
\sim	Addre	s:	1440 Germain Street	
()			Pensacola, FL 32534	
Vanile Hulmis				(Seal)
Typed Name: Pamela Holmes	Trund	Momo		Borrower
Typed Malle	Addre		· · · · · · · · · · · · · · · · · · ·	
	Addito	sa.		•••••
STATE OF FLORIDA Escanbia			County ss:	
I hereby certify that on this day, before me, an aforesaid to take acknowledgments, personally app NATHAN BASS, A DIVOR	eared		horized in the state aforesaid and in the MARRIED MAN	·
who is personally known to me or who has produce				
as identification of <u>his</u> identity and where the same for the p	ho exec	uted the i	foregoing instrument and acknowledged	before

WITNESS my hand and official seal in the county and state aforesaid this ______ day of August 2002

My Conduction CA /rence RISTON # DD126045- EXPRES August 17, 2006 THRU TROY FAIN INMURANCE INC.

Notary Pu

Annette S. Lawrence

8/17/2006 FL 27230-7 5/99

Typed Name:

Copy (Branch) Copy(Customer) Original (Recorded) (Space Below This Line Rese ed For Lender and Recorder

Page 5 of 5

RCD Aug 22, 2002 08:37 am Escambia County, Florida

ERNIE LEE MABAHA Clerk of the Circuit Court INSTRUMENT 2002-998339

Recorded in Public Records 03/25/2005 at 12:08 PM, OR Book 5601 Page 378, 'Instrument #2005350482, nie Lee Magaha Clerk of the Q cuit Court Escambia County, FL Recording \$10.00

IN THE COUNTY COURT IN AND FOR ESCAMBIA COUNTY, FLORIDA

HOUSEHOLD FINANCE CORPORATION, III, a corporation, Plaintiff,

vs.

UCN: CASE NO.: DIVISION:

2004-CC-005313

Emie Lee Magaha

CLERK

ESCAM.

THE CIRCUIT COURT

INST# 2005328369 01/31/2005 at 09:42 AM OFF REC BK: 5566 PG: 1109 - 1109 Doc Type: FJ

~ COUNTY FLORIDA

NATHAN BASS Defendant.

CONSENT FINAL JUDGMENT

The Court finding that the Defendant, MATHAN BASS is indebted to the Plaintiff, HOUSEHOLD FINANCE CORPORATION, III, a corporation, in the sum of \$6,233.76 principal, plus \$871.34 interest, plus \$623.38 attprneys fees, plus costs herein taxed at \$275.00, it is;

ADJUDGED that the Plaintiff, HOUSEHOLD FINANCE CORPORATION, III, a corporation, recover from the Defendant, NATHAN BASS the sum of \$6,233.76 principal, plus interest in the sum of \$871.34, plus 3007 attorneys fees, plus costs herein taxed at \$275.00, for a total amount of 1,680.90, which shall accrue post-judgment interest at the statutory rate, ____* per annum, from the date of this Judgment until paid, for all of which let execution issue.

DOME AND ORDERED at Pensacola, Escambia County, Florida, this day of anian 2005.

CONSENT

RY

JUDGE

We hereby consent to the entry of the foregoing Final Judgment.

GIBC

A 201 NATHAN BASS Defendant

ERNIE LEE MAGAHA, CLERK

LISA DISALLE Fla. Bar No.: 186236 AMANDA ROLFE TISE Fla. Bar No.: 585181 P.O. Box 40546 Jacksonville, Florida 3230 (904) 358-1666 (904) 356-0516 (Facsimi Attorneys for Plaintiff

Copy to: Lawrence C. Rolfe, Esquire, COUNT, Jacksonville, Florida 32203-0546 Attorney for Plaintiff

ALIC

NATHAN BASS 1440 GERMAIN STREET PENSACOLA, FLORIDA 32534 20044833

Plaintiff's Address is: HOUSEHOLD FINANCE CORPORATION, III, a corporation, c/o Rolfe & Lobello, PA 233 E. Bay Street, Suite 720 Jacksonville, FL 32202

"CERTIFIED TO BE A TRUE COPY OF THE ORIGINAL ON FILE IN THIS OFFICE 33 WITNESS MY HAND AND OFFICIAL SEAL JAN ig e m CIRCUIT COURT AND COUNTY COURT 2 ESCAMBIA COUNTY, ECORIDA" $\Sigma \cap$ σ ÷ \sim



11/22/2003

18. Borrower's Right to Reinstate. Not withstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgement enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of

Borrower contained in this Mortgage, and in enforcing Lenders's remedies as provided in Paragraph 17 hereof, including, but not limited to, reasonable attorney's fees and court costs; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

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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.

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

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

As used in this paragraph 22, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 22, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

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

9. 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. 10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower'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 sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower '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.

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11. 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 Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Portuge a shall be interested on the provisions of paragraph 16 hereof. All covenants and agreements of Portuge and the interest and agreements of Portuge and Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower'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 Borrower hereunder may agree to extend, modify forbear, or make any other accommodations with regard to the terms of this Morrgage or the Note without that Borrower's consent and

without releasing that Borrower or modifying this Mortglage as to that Borrower's interest in the Property. 12. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property address as indicated below Borrower's signature or at such other address as Borrower 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 Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been

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

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

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Mortgage without further notice or demand on Borrower.

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

17. Acceleration; Remedies. Except as provided in paragraph 16 hereof, upon Borrower's breach of covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by the Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is malled to Borrower, 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 Morigage, foreclosure by judicial proceedings, and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the notice shall further inform Borrower of the right to relastate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower 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 deciare 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, and costs of documentary evidence, abstracts and title reports.

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11/22/2003

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

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

2. Funds for Taxes and Insurance. Subject to applicable law or a written waiver by Lender. Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any which may attain priority over this Mortgage and ground write on the Dynastiv if any plus one-twelfth of verticemium installments.

assessments, it any) which may attain priority over this Mortgage and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an

institutional lender. If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of the Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds are pledged as additional security for the sums secured by this Mortgage.

secured by this Mortgage. If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds payable premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require. Upon payment in full of all sums secured by the Martgage, Lender shall promptly refund to Borrower any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, and then to the principal of

the Note.
4. Prior Mortgages and Deeds of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.
5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require.
The insurance carrier providing the insurance shall be chosen by Borrower 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 mortgage clause in favor of and in a form any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage. In the event of loss, Borrower shall give prompt notice to the insurance carrier and in growmance to be policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender may make proof of loss if not made promyter shall give prompt notice to the insurance carrier and Lender may make profession to the dependent of the promyter with a lien which has priority over this Mortgage.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower 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. 6. Preservation and Maintenance of Property; Leastholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall act 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 leaschold. If this obligations under the declaration or covenants creating or governing the condominium all of Borrower's development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

documents. 7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commerced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such 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, Borrower shall insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law. Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment

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	After recording, please return to:
,	CITIFINANCIAL EQUITY SERVICES, INC. 6249 N. DAVIS HWY., SUITE B
	PENSACOLA FL 32504
	DM- 136150 This instrument was prepared by:
	CITIFINANCIAL BODITY
	SERVICES, INC.
1	6249 N. DAVIS HWY SUITE B
8	PENSACOLA FL 32504

OR BK 294 P61279 Escaubia County, Florida INSTRUMENT 2003-176662

NTG DOC STANDS PD & ESC CD \$ 46.90 11/23/03 ERNIE LEE NAGANA, CLEAK

INTANGIBLE TAX PD & ESC CD \$ 26.68 11/25/03 ERNIE LEE MAGANA, CLERK

MORTGAGE

THIS MORTGAGE is made this 22nd day of November NATHAN BASS, AN UNREMARRIED MAN

, 2003, between the Mortgagor,

FL 32504

(herein "Borrower"),

and the Mortgagee, CITIFINANCIAL EQUITY SERVICES, INC. a corporation organized and existing under the laws of Oklahoma whose address is 6249 N. DAVIS HWY., SUITE B PENSACOLA (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. 13,341.29, which indebtedness is evidenced by Borrower's note dated 11/22/2003 and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on 01/01/2019;

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

SEE EXHIBIT 'A'

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

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

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Original (Recorded)

Copy(granch) Copy(Customer)

Page 1 of 5

LAMI DEED RANCO FORM &	OR BK 4683 PG065 Esombia County, Florid
Returns to: (exclose self-address	RUMENT 2001-82806
Citifinancial 6249 N. Davis Hwy., #B, Pensacola, FL 325	04 04/02/01 EINITE LEE WIGGHA, CLERK, J By: Selle the wigght, CLERK, J
runnet Prepared by: ANNette	
Appraisors Parcel Identification ID# 03-0744-680	
nber(s):) \$.5. # (u)	
7	
SPACE ABOVE THIS LINE FOR PROCESSING DATA	SPACE ABOVE THIS LINE FOR RECORDING DATA
This Quit Claim Beed, Executed the _ Barbara A. Bass	23rd day of March 2001 . by
first party, to Nathan Bass	1
whose post office address is <u>1440 Germain S</u> second party.	treet, Pensacola, Florida 32534
(Wherever used herein the terms "lirst party" and "second party" include all the successors and assigns of corporations, wherever the context so admits or require	perties to this instrument and the heirs, legel representatives, and assigns of individuals, and th a)
Witnesseth, That the first party, for and in co	nsideration of the sum of \$4,000.00
in hand paid by the said second party, the receipt and quit claim unto the second party forever, all th	whereof is hereby acknowledged, does hereby remise, release right, title, interest, claim and demand which the said firs of parcel of land, situate, lying and being in the County of
Lot 1, Block "A", Second ad	dition to Lincoln Park, a
Range 30 West, Escambia Cou	Section 23, Township 1 South, nty, Florida, according to
plat recorded in Plat Book records of said County.	000 0cm 02 2001 04154 DE
	Escambia County, Florida
	Ernie Lee Magaha
	Clerk of the Circüit Court INSTRUMENT 2001-828066
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or in anywise appertaining, and all the estate, righ first party, either in law or equity to the only proper	INSTRUMENT 2001-828066 In with all and singular the appurtenances thereunto belonging the title, interest, lien, equity and claim whatsoever of the said the, benefit and behoof of the said second party forever.
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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 ACCOUNT NO.: 03-0744-680	TAX	DEED SALE DA	ATE: 11-03-08		_
CERTIFICATE NO • 2006-1257	TAX	ACCOUNT NO.	. 03-0744-680	به در ۲۰ ۱۹ ۱۹ (۱۹۹۹)	
ODITITIONIE NU.:	CERI	TIFICATE NO.	2006-1257		

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, 32596

Notify Escambia County, 190 Governmental Center, 32501

Х

Homestead for 2007 tax year.

Nathan Bass 1440 Germain St. Pensacola, FL 32534

Х

Citifinancial Equity Services, Inc. 6249 N. Davis Hwy. Ste B Pensacola, FL 32504

Household Finance Corp. III 233 E. Bay St. Ste 720 Jacksonville, FL 32202

Certified and delivered to Escambia County Tax Collector, this 30th day of _______ 2008.

SOUTHERN GUARANTY TETLE COMPANY

an 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.

OWNERSHIP AND ENCUMBERANCE REPORT

CONTINUATION PAGE

File No.: 6811

, **s**

May 27, 2008

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

- 1. That certain mortgage executed by Nathan Bass in favor of Citifinancial Equity Services, Inc. dated August 21, 2002 and recorded August 22, 2002 in Official Records Book 4959, page 508 of the public records of Escambia County, Florida, in the original amount of \$56,382.31.
- 2. That certain mortgage executed by Nathan Bass in favor of Citifinancial Equity Services, Inc. dated November 22, 2003 and recorded November 25, 2003 in Official Records Book 5294, page 1279 of the public records of Escambia County, Florida, in the original amount of \$13,341.29
- 3. Judgment filed by Household Finance Corp. III recorded in O.R. Book 5601, page 378.
- 4. 2006 certificate delinquent. The assessed value is \$47,840.00. Tax ID 03-0744-680.

PLEASE NOTE THE FOLLOWING:

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

OWNERSHIP AND ENCUMBERANCE REPORT LEGAL DESCRIPTION

File No.: 6811

 $X : {}$

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May 27, 2008

Lot 1, Block A, Second Addition to Lincoln Park, according to the plat thereof recorded in Plat Book 8, Page 7, Public Records of Escambia County, Florida.

Southern Guaranty Title Company

4400 Bayou Blvd., Suite 13B Pensacola, Florida 32503 Telephone: (850) 478-8121 Facsimile: (850) 476-1437

OWNERSHIP AND ENCUMBERANCE REPORT

File No.: 6811

53

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May 27, 2008

Escambia County Tax Collector P.O. Box 1312 Pensacola, FL 32596 ATTN: Shirley Rich

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 05-23-88, through 05-23-08, and said search reveals the following:

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

Nathan Bass

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 Richard S. Combs

May 27, 2008

JANET HOLLEY ESCAMBIA COUNTY THE COLLECTOR P O BOX 1312

REMINDER NOTICE OF CURRENT AND DELINQUENT REAL ESTATE TAXES

SACOLA FL 325 HAN IAIN ST A FL 32534 FOLIO #	DUE IF PA 11/03/2008 1,875.86		25,000 PRIOR YEARS TAXES DUE LOT I BLK A 2ND ADDN TO LINCOLN PARK PB 8 P 7 OR 653 P 27 OR 4683 P 658 DUE IF PAID BY:	DUE IF PAID BY:	MILLAGE CO
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COLLECTOR REMINDER NOTICE OF CURRENT AND DELINQUENT REAL ESTATE TAXES

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ESCAMBIA COUNTY T

JANET HOLLEY

P O BOX 1312

ACCOUNT NUMBER	A FL 32591	ASSESSED VALUE	EXEMPTIONS	TAXABLE VALUE	MILLAGE COL
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IF PAID BY	Aug 31, 2008	Sep 30, 2008	Oct 31, 2008		
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PLEASE PAY	1,798.68	1,824.40	1,850.13		

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				1	DR 4683 P 658		
IF PAID BY		May 31, 2008		Jun 30, 20	08 Jul 31, 2008		

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03-0744-680

NATHAN BASS 1440 GERMAIN ST PENSACOLA, FL 32534

CERTIFICATE: #2006-1257

LOT 1 BLK A 2ND ADDN TO LINCOLN PARK PB 8 P 7 OR 653 P 27 OR 4683 P 658

NOTICE TO TAX COLLECTOR OF APPLICATION FOR TAX DEED DR. 512

R. 05/88

TO: Tax Collector of Escambia County

In accordance with the Florida Statutes, I, Andrew Wahl of Equifunding, Inc. holder of the following tax sale certificate hereby surrender same to the Tax Collector and make tax deed application thereon: 03-0744-680

CERT.NO.	DATE	LEGAL DESCRIPTION
1257	5/31/2006	LOT 1 BLK A 2ND ADDN TO LINCOLN PARK PB 8 P 7 OR 653 P 27 OR 4683 P 658

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.

Andrew Wahl, Agent of Equifunding, Inc.

<u>5/7/08</u> Date

Form 513 {R 12/96}

TAX COLLECTOR'S CERTIFICATIO

This is to certify that the holder listed below of Tax Sale Certificate Number 2006/ 1257.000, Issued the 01st day of June, 2006, and which encumbers the following described property in the county of Escambia County Tax Collector State of Florida, to-wit: 03-0744-680

Cert FIRST NATIONAL MANAGEMENT CO Holder FOR EQUIFUNDING INC

FOR EQUIFUNDING INC PO BOX 980

EAST LANSING MI 48826

Property BASS NATHAN Owner 1440 GERMAIN ST PENSACOLA FL, 32534

LOT 1 BLK A 2ND ADDN TO LINCOLN PARK PB 8 P 7 OR 653 P 27 OR 4683 P 658

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.

Certifica	ates owned by Appli	cant and Filed in Connection	on With This Ap	plication	1:		
Certifica		Date of Sale	Face Amo		T/C Fee	Interest	Total
2006/	1257.000	06/01/2006	484	.94	0.00	24.25	509.19
Certific	ites Redeemed by Ai	policant in Connection Wit	h This Tax Dood	Applie	ntion or included (County) in co		
Certifica	ate	Date of Sale	Face Amo		T/C Fee		
2007/	970.000	06/01/2007	506		6.25	Interest 25.34	Total
		00/01/2007	500	.02	0.25	25.54	538.41
							t,
1 Total	of all Contification in						
01 111				Certifica	ates Redeemed by Applicant		1 047.60
2. Total	of Delinquent Taxe	es Paid by Tax Deed Appl	icant				
3. Total	of Current Taxes Pa	aid by Tax Deed Applicar	it .{2007}				467.64
4. Owne	rship and Encumbr	ance Report Fee					125.00
	Tax Deed Applicat						75.00
		ollector To Clerk of Cour	t				1,715.24
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	of Court Certified I						
	of Court Advertisin	ng Charge					
10. Sher	iff's Fee						
11.		-		· · ·			
	l of Lines 6 thru 11						
15. Inter 14 One	half af the assessed	lerk of Court Per Florida	Statutes		{ %}		
14. One-	nair of the assessed	value of homestead prop	erty, if applicab	e pursi	ant to section 197.502, F.S.		23 920.00
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	Amount to Redeer						6.25
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Date of	Sale: 3	- 7 sibmin	LECTOR OF Esca	mbia Co	ounty Tax Collector County	Islair RI	ch, ACA
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Receipt Type	Case	Outstanding Amount	0.00
Receipt Number	894147	Receipt Date	06/06/2008
Case Number	2006 TD 001257		
Description	EQUIFUNDING INC VS		
Action	TAX DEED APPLICATION		
Judge			
Received From	EQUIFUNDING INC		
On Behalf Of	EQUIFUNDING INC		
	Total Received	330.00	
	Net Received	330.00	
	Change	0.00	
Receipt Payments Check	-	Amount Reference Descri 330.00 001086	ption
Receipt Applicat	ions	Amount	
Holding Service Charge		270.00	
		60.00	
Deputy Clerk:	JPS Tra	ansaction Date 06/06/2	2008 09:30:04
Comments			
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ERNIE LEE MAGAHA CLERK OF THE CIRCUIT COURT ARCHIVES AND RECORDS CHILD SUPPORT CIRCUIT CRMINAL COURTY CIVIL COUNTY CRMINAL COUNTY CRMINAL COUNTY CRMINAL DOMESTIC RELATIONS FAMILY LAW JUVENILE MENTAL HEALTH MIS OPERATIONAL SERVICES PROBATE TRAFFIC	COUNTY	OF ESCAM CE OF THE E CIRCUIT	•		ERANCH OFFICES ARCHIVES AND RECORDS JUVENILE DIVISION CENTURY CLERK TO THE BOARD OF COUNTY COMMISSIONERS OFFICIAL RECORDS COUNTY TREASURY AUDITOR
Tax Account # 03-0744-680 Property Own	Certificate 01257 of er: NATHAN	2006	Sale D Nov a		
Property Location	DI: 1440 G	BASS	ST		
Homestead Ves or No	<u>Improv</u> (Ves) or	red	Applic	<u>ant W-9 on</u> Yes or No	file
#7Clerk's Fee#8Clerk's Certified Mail Clerk's Certified Mail Clerk's Certified Mail Clerk's Participation#9Newspaper Ad - Sun Press#10Sheriff's Fee Personal Serve Participation#11Recording Fee/Cert. Of Mail \$10 1st page/\$8.50 each add \$1.00 per name over four name#15Copies/ Title Search	ost Property	\$	\$60.00 \$18.00 \$210.00 \$40.00 18.50	\$5/mail na \$ /ad \$20 each serve/post	dntl
		\$1	3.00	\$1 per page	
A 45					
Additional Notes:			#2,:	266.56	
Tax Deed Salas - Dia		•			1





06/24/02

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.





ERNIE LEE MAGAHA 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



BRANCH OFFICES ARCHIVES AND RECORDS JUVENILE DIVISION CENTURY

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

COUNTY OF ESCAMBIA OFFICE OF THE CLERK OF THE CIRCUIT COURT

ERNIE LEE MAGAHA, CLERK OF THE CIRCUIT COURT Tax Certificate Redeemed From Sale

Account: 030744680 Certificate Number: 001257 of 2006

Payor: CITIFINANCIAL 2620 CREIGHTON RD STE 701 PENSACOLA FL 32504 Date 06/24/2008

Clerk's Check # 907836477	Clerk's Total	\$359.70
Tax Collector Check # 1	Tax Collector's Total	\$1,875.86
	Postage	\$18.00
	Researcher Copies	\$13.00
	Total Received	\$2,266.56

ERNIE LEE MAGAHA 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

Clerk c	Ernie Lee of the Circuit Court o	Magaha, of Escambia County Florida	
Receipt Type (Receipt Number 9	Case 900326	Outstanding Amount Receipt Date	0.00 06/24/2008
	2006 TD 001257 EQUIFUNDING INC VS		
Judge	TAX DEED REDEMPTION		
Received From C On Behalf Of F			
	Total Received Net Received Change	2,266.56 2,266.56 0.00	
Receipt Payments Check	A 2,2	mount Reference Descript 66.56 0907836477	ion
Receipt Applicati Holding Service Charge	2,2	mount 53.56 13.00	
Deputy Clerk:	JPS Tra	nsaction Date 06/24/20	08 10:48:34
Comments			

ERNIE LEE MAGAHA CLERK OF THE CIRCUIT COURT

ARCHIVES AND RECORDS CHILD SUPPORT CIRCUIT CIVIL CIRCUIT CRIMINAL COUNTY CIVIL COUNTY CIVIL COUNTY CIVIL DOMESTIC RELATIONS FAMILY LAW JURY ASSEMBLY JUVENILE MENTAL HEALTH 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

First National Management for Equifunding Inc P.O. Box 980 East Lansing, MI 48826

7/2/2008

REFUNDED

Dear Certificate Holder:

Our records indicate that you made application for a tax deed to be issued on the following property represented by the numbered certificate below. This property was redeemed prior to our scheduled sale date. Your application fees are now refundable in the amount shown below.

Tax Cert. #	Account #	Sale	Appl. Fees	Interest	Total
01257/2006	03-0744-680	11/3/2008	330.00	4.95	334.95

Very truly yours, ERNIE LEE MAGAHA Clerk of the Circuit Court

By: C

John Sims, Tax Deeds Division

Enclosure

TAX DEEDS DIVISION • 221 Palafox Place, Ste 110 • PENSACOLA, FLORIDA 32502 (850)595-3793 • FAX (850)595-4827 • http://www.clerk.co.escambia.fl.us ERNIE LEE MAGAHA CLERK OF THE CIRCUIT COURT

ARCHIVES AND RECORDS CHILD SUPPORT CIRCUIT CIVIL CIRCUIT CRIMINAL COUNTY CIVIL COUNTY CIVIL COUNTY CIVIL DOMESTIC RELATIONS FAMILY LAW JURY ASSEMBLY JUVENILE MENTAL HEALTH PROBATE TRAFFIC



COUNTY OF ESCAMBIA OFFICE OF THE CLERK OF THE CIRCUIT COURT

7/2/2008

Citifinancial 2620 Creighton Rd Pensacola, FL 32504

REFUNDED

Dear Owner:

The records of this office show a refund due to you on the following Tax Deed Certificate. This amount represents an overpayment of interest/application fees. Our system automatically calculates interest through the sale date and you redeemed in the month prior on 6/24/08 which generates a refund.

Tax Cert. #	Account #	Sale	Refund	
01257/2006	03-0744-680	11/3/2008	441.39	
			ruly yours,	
		ERNIE	LEE MAGAHA	
		Clerk o	f the Circuit Cour	t
		By: C	al	
			ims, Tax Deeds Di	vision
Enclosure				

BRANCH OFFICES ARCHIVES AND RECORDS JUVENILE DIVISION CENTURY

CLERK TO THE BOARD OF COUNTY COMMISSIONERS

> OFFICIAL RECORDS COUNTY TREASURY AUDITOR

TAX DEEDS DIVISION • 221 Palafox Place, Ste 110 • PENSACOLA, FLORIDA 32502 (850)595-3793 • FAX (850)595-4827 • http://www.clerk.co.escambia.fl.us ERNIE LEE MAGAHA CLERK OF THE CIRCUIT COURT

ARCHIVES AND RECORDS CHILD SUPPORT CIRCUIT CIVIL CIRCUIT CRIMINAL COUNTY CIVIL 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

IMAGING COVER PAGE

This cover page is not a part of the original documents but is necessary to avoid obscuring any information on the original documents



Original Documents Follow