#### **ERNIE LEE MAGAHA**

CLERK OF THE CIRCUIT COURT

ARCHIVES AND RECORDS CIRCUIT CIVIL
CIRCUIT CIVIL
CIRCUIT CRIMINAL
COUNTY CIVIL
COUNTY CRIMINAL
DOMESTIC RELATIONS
FAMILY LAW 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

Case: 2006 TD 003460

00030258490 Dkt: TD83 Pg#:

**Original Documents Follow** 

Application Date/Number MAY 09, 2008 10278

This is to certify that the holder listed below of Tax Sale Certificate Number 2006/ 3460.000, 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: 06-3499-000

Cert EQUIFUNDING XXXI

Holder AS AGENT FOR EQUIFUNDING INC.

PO BOX 980

EAST LANSING MI 48826

Property Owner PERRY MARY E EST OF C/O CAROLYN JOHNSON 4002 EMBERS LANDING

PENSACOLA FL, 32505

LT 12 BLK 18

1ST ADDN WELLES BROWNSVILLE

PB 1 P 41

OR 4078 P 1959

OR 5559 P 1845 CA 137

17. Total Amount to Redeem

has surrendered same in my office and made written application for tax deed in accordance with Florida Statutes. I certify that the following tax certificates, interest, ownership and encumbrance report fee, and Tax Collector's fees have been paid.

Certificates owned by Applicant and Filed in Connection With This Application:

Certificate	Date of Sale	Face Amount	T/C Fee	Interest	Total
2006/ 3460.000	06/01/2006	713.60	0.00	35.68	749.28
Certificates Redeemed by	Applicant in Connection Wit	h This Tax Deed Application	n or included (County) in	connection with this Tax I	Deed Application:

 Certificate
 Date of Sale
 Face Amount
 T/C Fee
 Interest
 Total

 2007/
 2654.000
 06/01/2007
 863.30
 6.25
 155.39
 1.024.94

<ol> <li>Total of all Certificates in Applicant's Possession and Cost of the Certificates Redeemed by Applicant or included (County)</li> <li>Total of Delinquent Taxes Paid by Tax Deed Applicant</li> </ol>	1.774.22
3. Total of Current Taxes Paid by Tax Deed Applicant . {2007}	720.51
4. Ownership and Encumbrance Report Fee	729.51
5. Total Tax Deed Application Fee	125.00
6. Total Certified By Tax Collector To Clerk of Court	75.00
7. Clerk of Court Statutory Fee	2.703.73
8. Clerk of Court Certified Mail Charge	
9. Clerk of Court Advertising Charge	
10. Sheriff's Fee	
11. <u> </u>	
12. Total of Lines 6 thru 11	
13. Interest Computed by Clerk of Court Per Florida Statutes	
14. One-half of the assessed value of homestead property, if applicable pursuant to section 197.502, F.S.	
15. Total of Lines 12 thru 14 (Statutory Opening Bid)	
16. Redemption Fee	6.25

\* Done this the 09th day of May, 2008

TAX COLLECTOR OF Escambia County Tax Collector County

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

Senior De sales Tax Collector

6.25

#### 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: 06-3499-000

CERT.NO.

**DATE** 

**LEGAL DESCRIPTION** 

3460

5/31/2006

LT 12 BLK 18 1ST ADDN WELLES BROWNSVILLE PB 1 P 41 OR 4078 P 1959 OR 5559 P 1845 CA 137

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.

10.00	
the will	<u>5/7/08</u>
Andrew Wahl, Agent of Equifunding, Inc.	Date

06-3499-000

EST OF MARY E. PERRY C/O CAROLYN JOHNSON 4002 EMBERS LANDING PENSACOLA, FL

CERTIFICATE: #2006-3460

LT 12 BLK 18
1ST ADDN WELLES BROWNSVILLE
PB 1 P 41
OR 4078 P 1959
OR 5559 P 1845 CA 137

#### **ERNIE LEE MAGAHA**

CLERK OF THE CIRCUIT COURT

ARCHIVES AND RECORDS
CHILD SUPPORT
CIRCUIT CIVIL
CIRCUIT CRIMINAL
COUNTY CRIMINAL
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**

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Case: 2006 TD 003460

00015721952 Dkt: TD82 Pg#: 20

**Original Documents Follow** 

## **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.: 6815

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:

Estate of Mary E. Perry

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

The Color of Front

May 27, 2008

# OWNERSHIP AND ENCUMBERANCE REPORT LEGAL DESCRIPTION

File No.: 6815

May 27, 2008

Lot 12, Block 18, First Addition to Welles Brownsville Addition, according to the plat thereof recorded in Plat Book 1, Page 41, Public Records of Escambia County, Florida.

#### OWNERSHIP AND ENCUMBERANCE REPORT

#### **CONTINUATION PAGE**

File No.: 6815 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 Estate of Mary E. Perry in favor of Citifinancial Equity Services, Inc. dated November 27, 1992 and recorded November 27, 2002 in Official Records Book 5020, page 397 of the public records of Escambia County, Florida, in the original amount of \$40,131.61.
- 2. Notice of Lis Pendens filed by Citifinancial Equity Services, Inc. recorded in O.R. Book 6269, page 117.
- 3. 2006 certificate delinquent. The assessed value is \$38,380.00. Tax ID 06-3499-000.

#### 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.

## SOUTHERN GUARANTY TITLE COMPANY

4400 BAYOU BLVD., SUITE 13-B, CORDOVA SQUARE PENSACOLA, FLORIDA 32503

TEL. (850) 478-8121

FAX (850) 476-1437

Email: rcsgt@aol.com

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

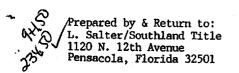
CERTIFICATION: TITLE SEARCH FOR TDA TAX DEED SALE DATE: 11-03-08 TAX ACCOUNT NO.: 06-3499-000 CERTIFICATE NO.: 2006-3460 In compliance with Section 197.256, Florida Statutes, the following is a list of names and addresses of those persons, firms and/or agencies having legal interest in or claim against the above described property. The above referenced tax sale certificate is being submitted as proper notification of tax deed sale. YES X Notify City of Pensacola, P.O. Box 12910, 32596 X Notify Escambia County, 190 Governmental Center, 32501 X Homestead for \_\_\_\_ tax year. Estate of Mary E. Perry Citifinancial Services, Inc. c/o Carol Johnson 5007 N. Davis Hwy. Ste 37 4002 Embers Landing Pensacola, FL 32503 Pensacola, FL 325 Law Office of David Stern 3010 W. Lee St. (property) Atty for Citifinancial Pensacola, FL 32505 801 S. University Dr. Ste 500 Plantation, FL 33324 Jeane Perry Robinson (heir) 6325 Whitted Rd. Fuquay Varina, NC 27526 Certified and delivered to Escambia County Tax Collector,

SOUTHERN GUARANTY TITLE COMPANY

this 30th day of June MAY A 2008.

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 4078 P61959 Escambia County, Florida INSTRUMENT 96-346097

DEED DOC STOMPS PD @ ESC CD \$ 234.50 12/05/96 ERNIE LEE MARCHA, CLERK By: Stille What

FILE NO. <u>96-15524</u> DOC	WARRA	ANTY DEED	•	
REC:	33	-2S-30-1000-012-0	18	
TOTAL	Tax ID #33	20 00 1000 0.2 0	<del></del>	•
STATE OF FLORIDA COUNTY OF Escambia				
KNOW ALL MEN BY THESE PRESENTS	5: That			
Timothy X. Larsen, a maj	rried man joine	d by his wife. Ti	na I. Tarsen	
603 Desert Oak Drive	Pensacola, F	L 32514		, Grantor*
for and in consideration of Ten Dollars (\$1 bargained, sold, conveyed and granted uni	.0.00} and other good a	and valuable consideration	s the receipt of which is he	reby acknowledged has
Mary E. Perry, a single	woman			
2010 H. Lon Strong		_ F1		, Grantee*
Address: 3010 V. Lee Street grantee's heirs, executors, administrators			marks ettinate listen and l	haina in the County of
Escambia , State of Florida, t	and assigns, lovever, to	ite tollowing described pro	peny, situate, lying and t	seing in the County of
, , , , , , , , , , , , , , , , , , , ,				
Lot 12, Block 18 of the 1st portion of the T.E. Welles (or all but the West 1320 the Range 30 West as recorded to	Estate in Lot ( feet Lot 1 Gover	6 and 1 Brainard rnment Survey) Se	and McIntyre Surv ction 33, Townshi	ey p 2 South,
County, Florida.				
• •				
:			•	
* ABOVE SAID PROPERTY IS NO	OT THE HOMESTEAN	D OF THE GRANTOR.		
SUCCESSOTS &	oil, gas and mineral reto said land and will set to said land and will used herein, the term "grantee and/or assigns of the respective and the plurel the singular, the	eservations of record.  defend the same agains  (grantor" shall include the heirs, e parties hereto, the use of singul  use of any gender shall include the	the lawful claims of all p personal representatives, for member shall include te genders.	
WINESS WHEREOF, gramor na	is nereunto set granto	ors nano and seal on	December 4, 1995	
- Jude Do	alte	~XAV	~~	(Seal)
LAINDA G.	SALTER	Timothy X. Lar	sen	(0041)
	,			(Seal)
		mot	Largen	(Seal)
Lunca	. 0-	Tina L. Larse	h	(Seat)
) Omee	Keaus			(Seal)
STATE OF Florida COUNTY OF Escambia				
The foregoing instrument w		ore me this 4 d man joined by h	day of December is wife, Tina L.	
who is/are personally known to	me or who has/have p	roduced his driver	s license	
	•	( , (		
as identification and who did  My Commission expires:	take an oath.	Les	de SSal	tu
•				
(Seal)		Notary Public Serial Number:	LINDA C. SALTER	

# Residential Sales Abutting Roadway Maintenance Disclosure

OR BK 4078 PG1960 Escambia County, Florida INSTRUMENT 96-346097

RCD Dec 05, 1996 10:08 am Escambia County, Florida

Ernie Lee Magaha Clerk of the Circuit Court INSTRUMENT **96-346097** 

ATTENTION: Purmant to Escambin County Code of Ordinances Chapter 1-29.2, Article V, sellers of residential lots are required to disclose to buyers whether abutting roadways will be maintained by Escambia County, and if not, what person or entity will be responsible for maintenance. The disclosure must additionally provide that Escambia County does not accept roads for maintenance that have not been built or improved to meet county standards. Escambia County Code of Ordinances Chapter 1-29.2, Article V requires this disclosure be attached along with other attachments to the deed or other method of conveyance required to be made part of the public records of Escambia County, Florida.

NOTE: Acceptance for filing of County Employees of this disclosure shall in no way be construed as an acknowledgment by the County of the veracity of any disclosure statement.

Name of Roadways West Lee Street	
Legal Address of Property: 3010 West I	Lee Street
The County (X) has accepted ( ) has not	accepted the abutting roadway for maintenance.
This form completed by:	1
Southland Title of Pensacola, Inc.	
Neme 1120 North 12th Avenue	
Address Pensacola, FL 32501	
City, State, July Code	
As to Soller(s):  Soller's Name: Timothy X. Larsen	William Moderns
Sciler's Name:	Wilness' Name: LINDA G. SALTEL
As to Buyer(a): Mary & Perry Buyer a Naglie: Mary E. Verry	Without Name: LINDHA. SALICA Henry d' Maga-
Buyer's Name:	Witness' Name: YHENEY J. HAUT

THIS FORM APPROVED BY THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS Effective: 4/15/95

OR BK 5020 P60397 Escambia County, Florida INSTRUMENT 2002-032822

NTG DOC STRIPS PO & ESC CO \$ 140.70

INTRINGIBLE TAX PB 8 ESC DI \$ 80.21
11/27/02 ENNIE LET WESTIN, CLERKY

After recording, please return to: \(\)/C/\/CITIFINANCIAL EQUITY
SERVICES, INC.
5007 N DAVIS HWY SUITE 37
PENSACOLA FL 32503

This instrument was prepared by: CITIFINANCIAL EQUITY SERVICES, INC. 5007 N DAVIS HWY SUITE 37 PENSACOLA FL 32503

#### MORTGAGE

THIS MORTGAGE is made this 27th day of November MARY E PERRY A SINGLE WOMEN

, 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 5007 N DAVIS HWY SUITE 37 PENSACOLA FL 32503
(herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 40,131.61, which indebtedness is evidenced by Borrower's note dated 11/27/2002 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 12/10/2022;

TO SECURE to Lender the repayment of the indebtedness 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 CERTAIN PARCEL OF LAND IN ESCAMBIA COUNTY, STATE OF FLORIDA, AS MORE FULLY DESCRIBED IN OFFICIAL RECORD BOOK 4078, PAGE 1959, ID# 33-28-30-1000-012-018, BEING KNOWN AND DESIGNATED AS LOT 12, BLOCK 18, 1ST ADDITION TO WELLES BROWNSVILLE ADDITION, FILED IN PLAT BOOK 1, PAGE 41

BY FEE SIMPLE DEED FROM TIMOTHY X. LARSEN AND TIMA L. LARSEN, HUSBAND AND WIFE, AS SET FORTH IN OFFICIAL RECORD BOOK 4078, PAGE 1959, DATED 12/04/1996 AND RECORDED 12/05/1996, 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.

MARY E PERRY

11/27/2002

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.
- 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 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 Punds 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 snail apply the runds 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.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable

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. 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 Mortgage.

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

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

all taxes, assessments and other charges, lines 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 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 shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage dead of trust or other security expenses with a line which has priority over this Mortgage. 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

- 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; Leaseholds; 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 coverants 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.

  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 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 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

11/27/2002

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 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 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 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.

MARY E PERRY

11/27/2002

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 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.

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 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.

(Intentionally Left Blank)

11/27/2002

#### 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 a Signed, sealed and delivered in the presence of:		es should be comp lary E	•	-
E.Z. ashart	/ *	way c	ring	(Seal)
			•	
Typed Name: E, L, ASHCROFT	• •	MARY E, PER		
	Address:		ST.	
Keffult		PENSACOLA,	FL. 32505	/d15
PLATE				(Seal)
Typed Name: K. C. HAMILTON	Typed Name:			
		************************		
STATE OF FLORIDA ESCAMBIA		County	ss:	
I hereby certify that on this day, before me, ar aforesaid to take acknowledgments, personally app	n officer duly au seared MARY	thorized in the state.	e aforesaid and in	n the county
who is personally known to me or who has produc as identification of HER identity and w me that SHE executed the same for the	ho executed the	foregoing instrume	TIFICATION. ent and acknowled	FLORIDA iged before
WITNESS my hand and official seal in the cou 2002	nty and state afo	resaid this 27T	H day of NO	VEMBER ,
My Commission (SEAL)  MY COMMISSION # DD 069315 EXPIRES: November 1, 2005 Bonded Three Notary Public Underwriters	12	Notary Po	Daceuns blic INO	<b>_</b>
And reduced (Warrandard)				
FL 27230-7 5/99 Original (Recorded) (Space Below This Li				Page 5 of 5

#### **ADJUSTABLE RATE RIDER**

THIS ADJUSTABLE RATE RIDER is made this 27th day of , 2002 , and is incorporated into and shall be November deemed to amend and supplement the Mortgage, Daed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to CITIFINANCIAL BOUITY SERVICES, INC. (the "Lender") of the same date and covering the property described in the Security instrument located at: 3010 W LEE ST PENSACOLA, FL 32505 (Property Address)

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

Additional Covenants. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

INTEREST RATE AND MONTHLY PAYMENT CHANGES: The Note provides for an initial interest rate set forth in the Note. The Note provides for changes in the interest rate and the monthly payments, as follows:

The interest rate Borrower will pay may change on the 12 month anniversary of the Date of Note and every 6 months thereafter. Each date on which Borrower's interest rate could change is called a "Change Date."

Beginning with the first Change Date and every 6 months thereafter, Borrower's interest rate will be changed to the Index Rate plus a margin as set forth in the Note. The "Index Rate" is the highest prime rate published in the Money Rates column of The Wall Street Journal on the calendar day immediately preceding the Change Date; or, if the index was not published on that day, that rate on the next preceding day on which it was published.

ALTERNATE INDEX: If the Index Rate is no longer available, Lender will choose a new Index Rate which it believes will most closely approximate the former index Rate.

LIMITS ON RATE CHANGES; The maximum and minimum interest rates during the life of this loan are set forth in the Note.

MONTHLY PAYMENTS; Principal and interest shall be payable in consecutive monthly installments. If the rate of interest changes, the number of monthly payments will not change. The amount of the monthly payments will change to the monthly amount needed to repay the remaining unpaid principal balance plus interest as changed in the remaining number of payments, assuming that all payments due after the calculation are made ere paid as scheduled. The first change, if any, in the monthly payment amount will become effective on the 12 month anniversary date of the first payment due date. Subsequent changes in the monthly payment amount may occur on the payment due date every 6 months thereafter. Each new payment amount will remain in effect until the effective date of the next payment change.

**DEFAULT:** If Borrower fails to pay any payments when due, Lender may exercise any remedies permitted by the Security Instrument in the case of default.

By Signing Below, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

(Seal) -Borrower

RCD Nov 27, 2002 04:42 pm Escambia County, Florida

ERNIE LEE MAGAHA rk of the Circuit Court INSTRUMENT 2002-032822

Recorded in Public Records 12/31/2007 at 11:26 AM OR Book 6269 Page 117, Instrument #2007120480, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL

This space is for recording purposes only

IN THE CIRCUIT COURT OF THE 1ST JUDICIAL CIRCUIT, IN AND FOR ESCAMBIA COUNTY, FLORIDA

GENERAL JURISDICTION DIVISION CASE NO:

CITIFINANCIAL EQUITY SERVICES, INC. **PLAINTIFF** 

VS.

THE UNKNOWN SPOUSE, HEIRS. DEVISEES, GRANTEE, ASSIGNEES. LIENORS, CREDITORS, TRUSTEES, AND ALL OTHER PARTIES CLAIMING AN INTEREST BY, THROUGH UNDER OR AGAINST THE ESTATE OF MARY E. PERRY DECEASED; ANY AND ALL UNKNOWN PARTIES CLAIMING BY, THROUGH, UNDER, AND AGAINST THE HEREIN NAMED INDIVIDUAL DEFENDANT(S) WHO ARE NOT KNOWN TO BE DEAD OR ALIVE, WHETHER SAID UNKNOWN PARTIES MAY CLAIM AN INTEREST AS SPOUSES, HEIRS, DEVISEES, GRANTEES OR OTHER CLAIMANTS; JOHN DOE AND JANE DOE AS UNKNOWN TENANTS IN POSSESSION DEFENDANT(S)

2007 CA 003134 00036820962

Dkt: CA1039 Pg#

#### NOTICE OF LIS PENDENS

- 1. TO: The above named Defendants, AND ALL OTHERS WHOM IT MAY CONCERN:
- 2. YOU ARE NOTIFIED of the institution of this action by the Plaintiff against you seeking to foreclose the Note and Mortgage encumbering the described property and the decreeing of a sale of the property under the direction of the court in default of the payment of the amount found to be due the Plaintiff under the Note and Mortgage, and for other, further and general relief set forth in the Complaint.

BK: 6269 PG: 118 Last Page

3. The property involved is that certain parcel, lot or unit situate, lying and being in ESCAMBIA County, Florida, as set forth in the mortgage recorded in Official Records Book 5020, at Page 397, more particularly described as follows:

LOT 12, BLOCK 18 OF THE 1ST ADDITION TO WELLES BROWNSVILLE ADDITION, A SUBDIVISION OF A PORTION OF T.E. WELLES ESTATE IN LOT 6 AND 1 BRAINARD AND MCINTYRE SURVEY (OR ALL BUT WEST 1320 FEET LOT 1 GOVERNMENT SURVEY) SECTION 33. TOWNSHIP 2 SOUTH, RANGE 30 WEST AS RECORDED IN PLAT BOOK 1 AT PAGE 41 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

Dated at Plantation, Broward County, Florida, this 21 day of Dec.

DAVID B. LEVIN

Law Offices of David J. Stern, P.A.

Attorney for Plaintiff

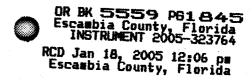
801 S. University Drive Suite 500

Plantation, FL 33324

(954) 233-8000

Bar #: 26394

07-10400(TCFMH)



# IN THE CIRCUIT COURT FOR ESCAMBIA COUNTY, FLORIDA PROBATE DIVISION

File Number: 2004-CP-2036

DIVISION: K

In Re The Estate Of: MARY ELLEN PERRY, Deceased

ERNIE LEE MAGAHA Clerk of the Circuit Court INSTRUMENT 2005-323764

LETTERS OF ADMINISTRATION

(One PR)

ERNIE LEE MAGA ERK OF CIRCUIT O SCAMBIA COUNT 2005 JAN 10 P

TO ALL WHOM IT MAY CONCERN

WHEREAS, MARY ELLEN PERRY, a resident of ESCAMBIA COUNTY FIST Florida, died on February 8, 2004, owning assets in the State Of Florida, and

WHEREAS, Jeane Perry Robinson has been appointed personal representative of the estate of the decedent and has performed all acts prerequisite to issuance of Letters Of Administration in the estate,

NOW THEREFORE, I, the undersigned judge, declare Jeane Perry Robinson to be duly qualified under the laws of the State of Florida to act as personal representative of the estate of MARY ELLEN PERRY, deceased, with full power to administer the estate according to law; to ask, demand, sue for, recover and receive the property of the decedent; to pay the debts of the decedent as far as the assets of the estate will permit and the law directs; and to make distribution of the estate according to law.

WITNESS My Hand And The Seal Of This Court On

January 7,2005

Circuit Judge

(l)

P30700

OR BK 5559 PG1846 Escambia County, Florida INSTRUMENT 2005-323765

J. Rod Cameron, Esquire 5089 Highway 90

Pace, FL 32571 (850) 995-8640

LAST WILL AND TESTAMENT

I, MARY E. PERRY of Pensacola, Escambia County, Florida, make this, my LAST WILL AND TESTAMENT, and revoke all prior Wills and Codicils.

#### **ARTICLE I- IDENTIFICATION-FAMILY MEMBERS**

1.1 Child or Children. I have one (1) child, JEANE PERRY ROBINSON. All references in this will to my "child" or "children" are to said named child or children.

#### ARTICLE II- DEBITS AND EXPENSES

2.1 Debits and Expenses. I direct my Personal Representative to pay my funeral expenses, my medical expenses, the cost of administration, including ancillary, and such of my enforceable debts, other than those secured by property specifically devised under this Will or secured by property passing outside of the Will as my Personal Representative, with sole discretion, determines shall be paid.

#### **ARTICLE III- SPECIFIC GIFTS**

- 3.1 Personal Effects. (a) I devise all my clothing, jewelry, personal effects, furnishings, household effects, automobiles, boats, and other tangible personal property (other than memey) including insurance policies thereon, in accordance with a written list or memorandim which I may have executed and which is in existence at the time of my death. In the event of any conflict between such memorandum and any subsequent such memorandum, this Will, or any Codicil to the Will, then as to such conflict the provisions of the last executed document shall prevail. My Personal Representative shall conclude no written memorandum or list exists if none is found within 60 days after admission of this Will to probate.
- (b) I direct that my residence, located at 2901 N. 19<sup>th</sup> Ave, Pensacola, Florida 32503, and further legally described in Exhibit "A", be devised to my daughter, JEANE PERRY ROBINSON.
- (c) I direct that my Doll Collection be devised to my daughter, JEANE PERRY ROBINSON. If she does not survive me, then I direct my Doll Collection go to TAYLOR ASHLEIGH LITTLE.

OR BK 5559 PG1847 Escambia County, Florida INSTRUMENT 2005-323765

(d) To the extent that all such property is not effectively disposed of by such written list or memorandum, or if no such list or memorandum exist, I devise such items, including insurance policies thereon, to my children who survive me, to be divided among them as they agree, or failing such agreement, within 60 days after admission of the Will to probate, then as my Personal Representative shall determine. All reasonable costs if safekeeping, insuring, and shipping my tangible personal property shall be deemed to be a general estate administration expense.

#### ARTICLE IV- RESIDUE

4.1 Residue. All the residue of my estate, but expressly excluding any property over which I have power of appointment, shall be divided into equal shares and distributed, one equal share to each child who survives me and one equal share for each child who may then be deceased leaving descendants who survive me, to be divided and distributed to such descendants, per stripes.

#### ARTICLE V- FIDUCIARY APPOINTMENTS

5.1 Fiduciary Appointments. I appoint JEANE PERRY ROBINSON to be Personal Representative under this my Will, or if JEANE PERRY ROBINSON should fail to qualify or otherwise cease to act as Personal Representative, then I appoint RICHARD ROBINSON to act in her place and stead. No Personal Representative shall be required to furnish bond or other security in any jurisdiction.

#### ARTICLE VI- ADMINISTRATIVE PROVISIONS

- 6.1 Taxes. I direct that all estate, inheritance or other death taxes (including interest and penalties, if any) payable under the laws of any jurisdiction by reason of my death, whether such property passes under this Will, and Codicil, or otherwise (other than any generation skipping tax, tax on excess accumulations from qualified plans or tax imposed on qualified terminable interest property, which taxes are to be paid according to applicable low or from said property), shall be paid out of my residuary estate, without contribution, reimbursement or apportionment.
- 6.2 Beneficiaries Under Age 21. If a beneficiary under the age of 21 (21) becomes absolutely entitled to any property, such property shall immediately vest in such beneficiary. The fiduciary in its discretion may distribute the property directly to the beneficiary, directly in payment of the debts or expenses of such beneficiary, to a custodian for such beneficiary under a Uniform Transfers of Gifts to Minors Act, to any other person who shall have the care and custody of the person of such beneficiary, or to the Personal Representative named in this Will. If property is distributed to the Personal Representative, the Personal Representative shall hold the property as a separate trust for the benefit of the beneficiary and shall pay to or apply for his or her benefit all the net income and so much of the principal at any time and from time to time as the Personal Representative with sole discretion believes advisable to provide adequately for the beneficiary's health, maintenance, education, and support in reasonable comfort.



(a) shall be paid to the beneficiary at the age twenty-one (21) or to the beneficiary's Personal Representative in the event of the beneficiary's death prior to age twenty-one (21). Upon obtaining a receipt from the person to whom distribution is made, the Personal Representative shall be relieved of any further obligations with respect to the property distributed.

#### ARTICLE VII- FIDUCIARY POWERS

Fiduciary Powers. My Personal Representative (including and substitute or successor Personal Representative) shall have the following powers, in addition to, and not in limitation of, those powers under F.S. 773.612, or similar provision of subsequent law: to (a) invest, reinvest and retain, abandon assets as long as shall seem prudent, without restriction to investments authorized by law; (b) sell, covey, exchange, mortgage, lease or otherwise dispose of all or any part of my property, real or personal, at public or private sale, for such prices and upon such terms and in such manner as such fiduciary may deem advisable; (c) receive the proceeds, compensate custodians, accountants, attorneys and other agents; (f) register securities or other property, real or personal in nominee or bearer form; (g) liquidate or compromise any and all claims due to or by my estate; (h) make distributions of such property in cash or kind or partly in each, in divided or undivided interests; (i) exercise federal tax elections under the Internal Revenue Code, with or without making compensation amount beneficiaries; (j) retain and manage any business; (k) account to adults; (l) pay Personal Representative's commission and attorney's fees on account; and (m) execute ad deliver necessary instruments and give full receipts and discharges.

#### ARTICLE VII – DEFINITIONS

8.1 <u>Definitions.</u> References in this Will to "descendant" or descendants" shall mean child, children, and issue, whether born or adopted before or after execution of this Will, provided that any adoptee is under the age of eighteen (18) years at the time of adoption. The singular shall be deemed to include the plural, the masculine, the feminine, and vise versa. Heading and captions are for reference only.

IN WITNESS THEREOF, I have subscribed my name and affixed my seal to this my Will at Pace, Santa Rosa County, Florida, this 13 day of January, 2002.

MARY E. PERRY

We certify that the above instrument was on the date thereof signed and declared by MARY E. PERRY, as her Will in our presence, and that we, in her presence and in the presence of each

OR BK 5559 PG1849
Escambia County, Florida
INSTRUMENT 2005-323765
RCD Jan 18, 2005 12:06 pm
Escambia County, Florida

other, have signed our names as witnesses thereto, believing MARY E. PERRY to be of sound mind at the time of signing.
Estim h. Butcher of Mitton 71.
Julie 3. King of Milton, FC.
STATE IF FLORIDA  ERNIE LEE MAGAHA Clerk of the Circuit Court INSTRUMENT 2005-323765
COUNTY OF SANTA ROSA
We, the undersigned being the testator and witnesses, respectively, whose names are signed to the foregoing instrument, and having been sworn, do hereby declare to the undersigned officer that the Testator, in the presence of witnesses, signed the instrument as the Testator's Will, that the Testator signed willingly; and that each of the witnesses, in the presence of the Testator and in the presence of each other, signed the Will as a witness.
MARY E. PERRY
WITHESS WITH SILVERY
Subscribes and sworn to before me by MARY E. PERRY, the Testator, and by  Sylvia Z. Bricher, and Tola S. King, the witnesses, on this 13th day of January, 2002, all of whom personally appeared before me, MARY E. PERRY, the  Testator, is personally known to me or has produced FL Drivers License as identification.  Sylva R. Bricher, a witness, is personally known to me or has produced  FL Drivers License as identification.  Jules King, a witness, is personally known to me or has produced  as identification.
JACKIE R. CAMERON MY COMMISSION # CC 952188 EXPIRES: Jul 2, 2004 1-800-3-NOTARY FL Notary Service & Bonding, Inc.  Print Name:

#### **ERNIE LEE MAGAHA**

CLERK OF THE CIRCUIT COURT

ARCHIVES AND RECORDS
CHILD SUPPORT
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

## **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

Case: 2006 TD 003460

00002883808 Dkt: TD80 Pg#: 18

**Original Documents Follow** 

#### **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
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

9/4/2008

CITIFINANCIAL INC 605 MUNN ROAD FORT MILL SC 29715

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 8/27/2008 which generates a refund.

Tax Cert. #	Account #	Sale	Refund
03460/2006	06-3499-000	11/03/200	436.52

Very truly yours ERNIE LEE MAGAHA

Clerk of the Circuit Court

By:

Mylinda Johnson, Tax Deeds Division

Enclosure

#### ERNIE LEE MAGAHA CLERK OF THE CIRCUIT COURT

ARCHIVES AND RECORDS
CHILD SUPPORT
CIRCUIT CIVIL
CIRCUIT CRIMINAL
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

9/4/2008

EQUIFUNDING XXXI AS AGENT FOR EQUIFUNDING INC P O BOX 980 EAST LANSING MI 48826

Dear Certificate Holder:

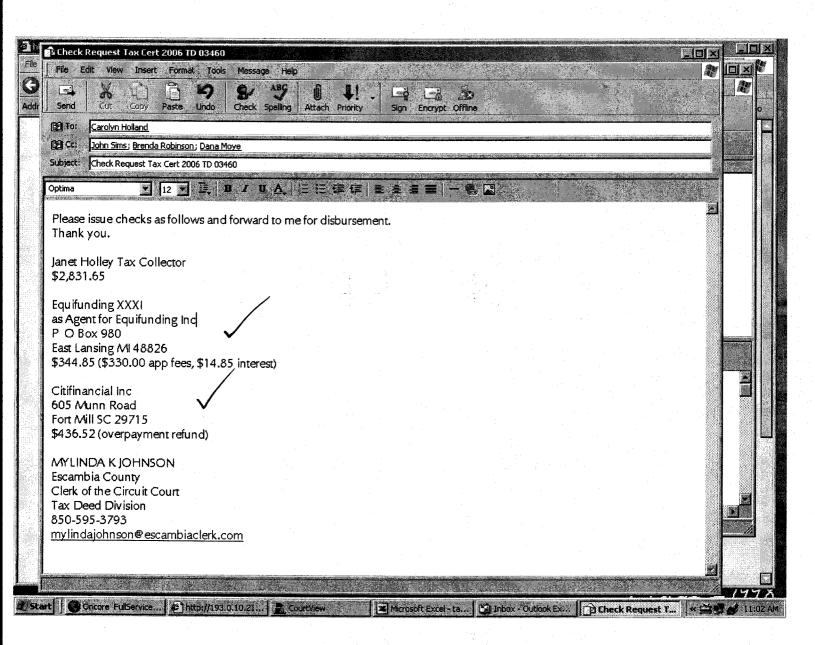
Our records indicate that you made application for a tax deed to be issued on the following property represented by the numbered certificate below. This property was redeemed prior to our scheduled sale date. Your application fees are now refundable in the amount shown below.

Tax Cert. #	Account #	Sale	Appl. Fees	Interest	Total
03460/2006	06-3499-000	11/03/200	330.00	14.85	344.85

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

Mylinda Johnson, Tax Deeds Division

Enclosure







### ERNIE LEE MAGAHA CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

Tax Deed - Redemption Calculator
Account: 063499000 Certificate Number: 003460 of 2006

Redemption Yes		Interest Rate 18%	
	Final Redemption Payment ESTIMATEL		
	Auction Date 11/03/2008	Redemption Date 08/27/2008	
Months	6	3	
Fax Collector	\$2,703.73	\$2,703.73	
Tax Collector Interest	\$243.34	\$121.67	
Tax Collector Fee	\$6.25	\$6.25	
Total Tax Collector	\$2,953.32	\$2,831.65	XAVE X
Clerk Fee	\$60.00	\$60.00	
Sheriff Fee	\$60.00	\$60.00	
egal Advertisement	\$210.00	\$210.00	
App. Fee Interest	\$29.70	\$14.85	
Total Clerk	\$359.70	\$344.85	
Porthago	\$30.00	00.00	
Postage 	\$30.00	\$0.00	
Researcher Copies	\$15.00	\$15.00	
Total Redemption Amount	\$3,358.02	\$3,191.50	
	-	210.10	
	Repayment Overpayment Refund Amount	\$166.52 + 4369	$\widetilde{\mathscr{L}}$
	IFF \$40.00/ COM RECORDING \$2		
	P CALLED FOR QUOTES. JPS wher called for quotes. mkj		

Submit

Reset

**Print Preview** 

#### Ernie Lee Magaha, Clerk of the Circuit Court of Escambia County Florida

Receipt Type Case

Outstanding Amount

0.00

Receipt Number 923135

Receipt Date

08/27/2008

Case Number 2006 TD 003460

Description EQUIFUNDING INC VS

Action TAX DEED REDEMPTION

Judge

Received From CITIFINANCIAL INC

On Behalf Of **EQUIFUNDING INC** 

Total	Received
Net	Received

3,358.02 3,358.02

Change

0.00

Receipt Payments

Check

Amount Reference Description

3,358.02 39500492

Receipt Applications

Holding

Amount

3,343.02

Service Charge

15.00

Deputy Clerk:

mkj

Transaction Date 08/27/2008 10:55:42

Comments

#### **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** 



# 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

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

Account: 063499000 Certificate Number: 003460 of 2006

Payor: CITIFINANCIAL INC 605 MUNN ROAD FORT MILL SC 29715 Date 08/27/2008

Clerk's Check #	39500492	Clerk's Total	\$359.70
Tax Collector Check #	1	Tax Collector's Total	\$2,953.32
		Postage	\$30.00
		Researcher Copies	\$15.00
		Total Received	\$3,358.02

ERNIE LEE MAGAHA
Clerk of the Circuit Cour

Received By:

1

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

#### **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



# 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 # 2006 TD 003460

**Redeemed Date** 08/27/2008

Name CITIFINANCIAL INC 605 MUNN ROAD FORT MILL SC 29715

☐ Clerk's Total = TAXDEED	\$359.70
☐ Due Tax Collector = TAXDEED	\$2,953.32
Postage = TD2	\$30.00
ResearcherCopies = TD6	\$15.00

#### Apply Docket Codes

#### • For Office Use Only

Ti.	Docket		Amount	Amoun	t Payee
Date	Docket	Desc	Owed	Due	Name
06/06/2006	TD1	TAX DEED APPLICATION Receipt: 894212 Date: 06/06/2008	60.00	0.00	
06/06/2006	TAXDEED	TAX DEED CERTIFICATES Receipt: 894212 Date: 06/06/2008	270.00	0.00	
06/25/2008	TD82	O & E REPORT 20 pgs	0.00	0.00	
06/25/2008	TD83	TAX COLLECTOR CERTIFICATION 4 pgs	0.00	0.00	

			FINAN	ICIĄLĘSUMMA	RY		
Rcd		Docket Application		Owed	Paid	Dismissed	Due
1	Service (	Charge		\$60.00	\$60.00	\$0.00	\$0.00
2	Holding			\$270.00	\$270.00	\$0.00	\$0.00
			TOTAL	\$330.00	\$330.00	\$0.00	\$0.00

P.O. BOX 4037 **BUFFALO, NY 14240-4037** 

000005-000036-16/16-32829 OV01172720080818-328298231078Y CITIFINANCIAL INC. **605 MUNN ROAD** FORT MILL, SC 29715 ATTN: TRINA PERRY

#### **Details of Payment:**

20-051 FORT MILL, SC 1888-969-8787 **PERRY** 

#### Ordered By:

CITIGROUP INC, CORPORATE TREASURY 300 ST PAUL PLACE BALTIMORE MD US

#### Beneficiary:

ESCAMBIA COUNTY CLERK OF COURT

32829 **CLIENT ID:** 

REF. NUMBER: ISSUE DATE:

328298231078YGB6 AUGUST 19, 2008

CHECK NUMBER: 039500492 AMOUNT DUE: USD \*\*\*\*\*\*\*\*\* \$3,358.02

8/26/08 1:30 PM

# **MEMORANDUM TAX BILL**

PREPARED BY First American Tax Services

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Pensacola, FL 32502	Escambia County Clerk of Court 221 Palafox Place, Suite 110	MAIL TO	3010 W Lee St Pensacola, FL 32505	Mary E Perry	OWNER / ADDRESS	6335	CUSTOMER	-			
502	Clerk of Court , Suite 110		505		)RESS	20	MORTG			06-3	TAX IDE
						20-0051-0259274	MORTGAGE ACCOUNT NUMBER		PROPERTY LOCATION / LEGAL DESCRIPTION	06-3499-000	TAX IDENTIFICATION
CHECK MADE PAYABLE TO	TOTAL DUE BASE+P&I	TOTAL		08/30/08	INST DATE DUE		IBER		ON / LEGAL DESCR		
Escambia County Clerk of Court	\$3,358.02	\$3,358.02		\$3,358.02	BASE AMOUNT		CONTRACT		UPTION		HIT CODE BILI
Court					P&I		ISSUE DATE				BILL NUMBER

For Questions or Problems please contact
Karen Trost 1-800-869-8787 x6704





## ERNIE LEE MAGAHA CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

Tax Deed - Redemption Calculator
Account: 063499000 Certificate Number: 003460 of 2006

Redemption No 🔽	Application Date 05/09/2008	Interest Rate 18%
	Final Redemption Payment ESTIMATED	Redemption Overpayment ACTUAL
	Auction Date 11/03/2008	Redemption Date 06/19/2008
Months	6	1
Tax Collector	\$2,703.73	\$0.00
Tax Collector Interest	\$243.34	\$0.00
Tax Collector Fee	\$6.25	\$0.00
Total Tax Collector	\$2,953.32	\$0.00
Clerk Fee	\$60.00	\$0.00
Sheriff Fee	\$60.00	\$0.00
Legal Advertisement	\$210.00	\$0.00
App. Fee Interest	\$29.70	\$0.00
Total Clerk	\$359.70	\$0.00
Postage	\$30.00	\$0.00
Researcher Copies	\$15.00	\$0.00
Total Redemption Amount	\$3,358.02	\$0.00
	Repayment Overpayment Refund Amount	\$3,358.02
ACTUAL SHERIE	FF \$40.00/ COM RECORDING \$21	.50
	Submit	et Print Preview

#### Ernie Lee Magaha, Clerk of the Circuit Court of Escambia County Florida

Receipt Type Case

Outstanding Amount

0.00

Receipt Number 894212

Receipt Date

06/06/2008

Case Number 2006 TD 003460

Description EQUIFUNDING INC VS

Action TAX DEED APPLICATION

Judge

Received From EQUIFUNDING INC

On Behalf Of EQUIFUNDING INC

	Received Received	330.00 330.00
	Change	0.00

Receipt Payments

Check

Amount Reference Description

330.00 001086

Receipt Applications

Holding

Amount 270.00

Service Charge

60.00

Deputy Clerk:

JPS

Transaction Date

06/06/2008 10:16:15

Comments

COPILO-15.00 POSTAGE 30.08 Sheriff= 4-40.00 COM-60 21.50



# Chris Jones Escambia County Property Appraiser

Chris Jones,ECPA RECORD SEARCH MAPS

GENERAL INFORMATION

GOVERNMENT AGENCIES TANGIBLE PROPERTY

CAREERS

#### Parcel Detail

4

**Navigate Mode** 

• Account C Reference



Printer Fri

General Information

Name:

PERRY MARY E EST OF C/O CAROLYN JOHNSON

4002 EMBERS LANDING PENSACOLA, FL 32505

**Account:** 

063499000

Reference:

332S301000012018

Situs:

3010 W LEE ST

Use Code: Tax Inquiry:

SINGLE FAMILY RESID
Open Tax Inquiry Window

Tax Inquiry link courtesy of Janet Holley,

Escambia County Tax Collector

06/1996 3993 0818

#### 2007 Certified Roll Assessme

**Improvements:** 

Land:

Total:

Save Our Homes:

Amendment 1 Calcu

 Mo/Yr
 Book
 Page
 Value
 Type
 Official Records (New Window)

 01/2005
 5559
 1845
 \$100
 CJ
 View Instr

 12/1996
 4078
 1959
 \$33,500
 WD
 View Instr

\$22,000

QC

View Instr

06/1995 3780 0668 \$37,500 WD <u>View Instr</u>
Official Records Inquiry courtesy of Ernie Lee Magaha,
Escambia County Clerk of the Court

2007 Certified Roll Exemption

None

#### Legal Description

LT 12 BLK 18 1ST ADDN WEI BROWNSVILLE PB 1 P 41 OR 1959...

**Extra Features** 

None

Parcel

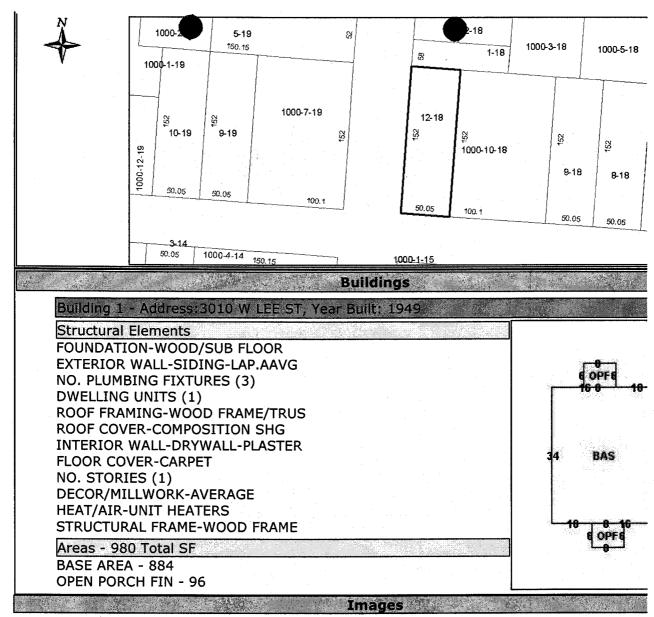
Information

Section Map
Id: C137

Approx. Acreage: 0.1800

County Zoned: R-2

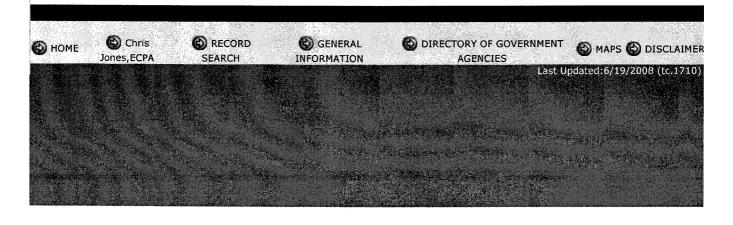
Viev





03/10/03

The primary use of the assessment data is for the preparation of the current year tax r responsibility or liability is assumed for inaccuracies or errors.





REMINDER NOTICE OF CURRENT AND DELINQUENT REAL ESTATE TAXES

ACCOUNT NUMBER

ASSESSED VALUE

EXEMPTIONS

TAXABLE VALUE

MILLAGE CODE

06-3499-000

38,280

0

38.280

-06

00 5455-000

PERRY MARY E EST OF

C/O CAROLYN JOHNSON 4002 EMBERS LANDING

PENSACOLA FL 32505

PRIOR YEARS TAXES DUE

BLK 18

1ST ADDN WELLES BROWNSVILLE

PB 1 P 41

LT 12

OR 4078 P 1959

OR 5559 P 1845 CA 137

TAX YEAR

FOLIO#

DUE IF PAID BY:

DUE IF PAID BY:

DUE IF PAID BY:

2005

52037.0000

05/31/2008

2,709.98

06/30/2008

07/31/2008

2,750.54

2,791.09

0.00

TOTAL DUE:

2,709.98

2,750.54

2,791.09

PAYMENT MUST BE MADE BY CASH, CASHIERS CHECK, OR MONEY ORDER.

Please cut on dotted line and return this portion

REMINDER NOTICE OF CURRENT AND DELINQUENT REAL ESTATE TAXES

ACCOUNT NUMBER

ASSESSED VALUE

EXEMPTIONS

TAXABLE VALUE

MILLAGE CODE

38.280

0

38,280

06

PERRY MARY E EST OF C/O CAROLYN JOHNSON

4002 EMBERS LANDING

PENSACOLA FL 32505

PRIOR YEARS TAXES DUE

LT 12

BLK 18

IST ADDN WELLES BROWNSVILLE

PB 1 P 41

OR 4078 P 1959

OR 5559 P 1845 CA 137

IF PAID BY PLEASE PAY

May 31, 2008

Jun 30, 2008

Jul 31, 2008

2,709.98

2,750.54

2,791.09



#### AMBIA COUNTY TAX COLLECTOR REMINDER NOTICE OF CURRENT AND DELINQUENT REAL ESTATE TAXES O BOX 1312

PENSACOLA FL 32591

ASSESSED VALUE

**EXEMPTIONS** 

TAXABLE VALUE MILLAGE CODE

06-3499-000

38,280

38.280

PERRY MARY E EST OF C/O CAROLYN JOHNSON 4002 EMBERS LANDING PENSACOLA FL 32505

PRIOR YEARS TAXES DUE

LT 12 BLK 18 1ST ADDN WELLES BROWNSVILLE PB 1 P 41

OR 4078 P 1959

OR 5559 P 1845 CA 137

TAX YEAR

FOLIO#

DUE IF PAID BY:

DUE IF PAID BY:

DUE IF PAID BY:

2005

52037.0000

08/31/2008

2,831.65

09/30/2008

10/31/2008

2,872.20

2,912.76

0.00

**TOTAL DUE:** 

2,831.65

2,872.20

2,912.76

PAYMENT MUST BE MADE BY CASH. CASHIERS CHECK, OR MONEY ORDER.

Please cut on dotted line and return this portion

REMINDER NOTICE OF CURRENT AND DELINQUENT REAL ESTATE TAXES

TAXABLE VALUE

MILLAGE CODE

PERRY MARY E EST OF C/O CAROLYN JOHNSON

4002 EMBERS LANDING

PENSACOLA FL 32505

PRIOR YEARS TAXES DUE

LT 12 **BLK 18** 

IST ADDN WELLES BROWNSVILLE

PB 1 P 41

OR 4078 P 1959

OR 5559 P 1845 CA 137

IF PAID BY PLEASE PAY

Aug 31, 2008

Sep 30, 2008.

Oct 31, 2008

2,831.65

2,872.20

2.912.76



REMINDER NOTICE OF CURRENT AND DELINQUENT REAL ESTATE TAXES

ACCOUNT NUMBER

ASSESSED VALUE EXEMPTIONS

TAXABLE VALUE

06-3499-000

0

38.280

06

38,280

PRIOR YEARS TAXES DUE

LT 12

**BLK 18** 

**IST ADDN WELLES BROWNSVILLE** 

PB 1 P 41

OR 4078 P 1959

OR 5559 P 1845 CA 137

TAX YEAR

FOLIO#

DUE IF PAID BY:

DUE IF PAID BY:

DUE IF PAID BY:

11/03/2008

2005

52037.0000

PERRY MARY E EST OF

C/O CAROLYN JOHNSON

4002 EMBERS LANDING

PENSACOLA FL 32505

2,953.32

0.00

**TOTAL DUE:** 

2,953.32

PAYMENT MUST BE MADE BY CASH, CASHIERS CHECK, OR MONEY ORDER.

Please cut on dotted line and return this portion

REMINDER NOTICE OF CURRENT AND DELINQUENT REAL ESTATE TAXES

ASSESSED VALUE

EXEMPTIONS

TAXABLE VALUE

MILLAGE CODE

06-3499-000

38,280

38.280

06

PRIOR YEARS TAXES DUE

PERRY MARY E EST OF

C/O CAROLYN JOHNSON 4002 EMBERS LANDING PENSACOLA FL 32505

BLK 18

LT 12 1ST ADDN WELLES BROWNSVILLE

PB 1 P 41

OR 4078 P 1959

OR 5559 P 1845 CA 137

IF PAID BY PLEASE PAY Nov 03, 2008

2,953.32

000000000 0000070535 0000000541870000 0001 8