

TAX COLLECTOR'S CERTIFICATION

**Application
Date / Number
Apr 27, 2009 / 1217**

This is to certify that the holder listed below of Tax Sale Certificate Number **2007 / 293**, issued the **1st day of June, 2007**, and which encumbers the following described property located in the County of Escambia, State of Florida to wit: **Parcel ID Number: 01-4365-150**

Certificate Holder:
TARPON IV, LLC
PO BOX 100736
ATLANTA, GEORGIA 30384-0736

Property Owner:
ROSS CAROLYN
9560 SUNNEHANNA BLVD # D202
PENSACOLA FL, FLORIDA 32514

Legal Description: 06-1S3-048
UNIT D-202 THE WOODLANDS CONDOMINIUM AND ALSO 1/40 INT IN COMMON ELEMENTS OR 3876 P 524

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 TAX DEED APPLICATION:

Cert. Year	Certificate Number	Date of Sale	Face Amt	T/C Fee	Interest	Total
2007	293	06/01/07	\$1,127.48	\$0.00	\$56.37	\$1,183.85

CERTIFICATES REDEEMED BY APPLICANT OR INCLUDED (COUNTY) IN CONNECTION WITH THIS APPLICATION:

Cert. Year	Certificate Number	Date of Sale	Face Amt	T/C Fee	Interest	Total
2008	468	05/30/08	\$990.86	\$6.25	\$116.43	\$1,113.54

1. Total of all Certificates in Applicant's Possession and Cost of the Certificates Redeemed by Applicant or Included (County)
2. Total of Delinquent Taxes Paid by Tax Deed Application
3. Total of Current Taxes Paid by Tax Deed Applicant (2008)
4. Ownership and Encumbrance Report Fee
5. Tax Deed Application Fee
6. Total Certified by Tax Collector to Clerk of Court
7. Clerk of Court Statutory Fee
8. Clerk of Court Certified Mail Charge
9. Clerk of Court Advertising Charge
10. Sheriff's Fee
11. _____
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. Statutory (Opening) Bid; Total of Lines 12 thru 14
16. Redemption Fee
17. Total Amount to Redeem

\$2,297.39
\$0.00
\$831.18
\$125.00
\$75.00
\$3,328.57
\$3,328.57
\$3,328.57
\$6.25
\$3,334.82

*Done this 27th day of April, 2009

TAX COLLECTOR, ESCAMBIA COUNTY, FLORIDA

By Glenn Mahan

Date of Sale: August 3, 2009

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

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: 2007 TD 000293



00064826554

Dkt: TD83 Pg#:

2

Original Documents Follow

TO: FEB 06 2003 16:44 FR BANK OF AMERICA
FROM: [REDACTED]

727 992 6670 TO 918507292210

P.02/02

OR BK 5081 PG1025
Escambia County, Florida
INSTRUMENT 2003-065923

Customer Name: CAROLYN ROSS
Application #: 007521406674

Exhibit A (Legal Description)

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

BUILDING D, UNIT 202, THE WOODLANDS, A CONDOMINIUM, ACCORDING TO THE DECLARATION OF CONDOMINIUM, DATED MAY 14, 1984 AND RECORDED IN OFFICIAL RECORDS BOOK 1911, PAGE 876, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, TOGETHER WITH THAT SHARE OF THE COMMON ELEMENTS AND ALL APPURTENANCES TO SAID UNIT AS SET OUT AND DESCRIBED IN SAID DECLARATION OF CONDOMINIUM.

Being that parcel of land conveyed to Carolyn Ross from E. Grace Vest by that deed dated 11/17/1995 and recorded 11/27/1995 in Deed Book 3876, at Page 524 of the ESCAMBIA County, FL Public Registry.

RCD Mar 04, 2003 01:54 pm
Escambia County, Florida

Tax Map Reference: 06-1S-30-4800-202-004

ERNIE LEE MAGAHA
Clerk of the Circuit Court
INSTRUMENT 2003-065923

Loan No: 7022433416

**MORTGAGE
(Continued)**

Page 9

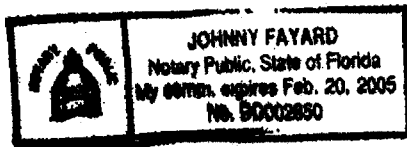
INDIVIDUAL ACKNOWLEDGMENT

STATE OF FLORIDA

COUNTY OF ORANGE

)
) SS
)

The foregoing instrument was acknowledged before me this 10th day of FEBRUARY, 20 03
by CAROLYN ROSS, who is personally known to me or who has produced DDL as identification and did
/ did not take an oath.



(Signature of Person Taking Acknowledgment)

(Name of Acknowledger Typed, Printed or Stamped)

(Title or Rank)

(Serial Number, if any)

LASER PRO Lending, Ver. 6.20.00.010 Copr. Harland Financial Solutions, Inc. 1997, 2003. All Rights Reserved. FL LIVERPOOL, FL 1803.FC TR-21408674 PR-24MORT

PAY TO THE ORDER OF

**WITHOUT RECOURSE
Bank of America, N.A.**

BY

JOHN E. MACK
**JOHN E. MACK
SR. VICE PRESIDENT**

**MORTGAGE
(Continued)**

Loan No: 7022433416

Page 8

physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Mortgage, together with interest on such amounts as provided in this Mortgage.

Lender. The word "Lender" means Bank of America, N.A., its successors and assigns. The words "successors or assigns" mean any person or company that acquires any interest in the Note.

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender.

Note. The word "Note" means the promissory note dated February 6, 2003, in the original principal amount of \$50,978.46 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The final maturity date of the Note is February 24, 2018.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property, together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Mortgage.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guarantees, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

WAIVER OF FUTURE ADVANCES UNDER PRIOR MORTGAGE. Grantor hereby agrees that the principal indebtedness secured by any mortgages or security agreements which are senior to the lien of this Mortgage shall not exceed the amount which upon the date of the execution of this Mortgage has actually been advanced and is secured by each such prior mortgage and security agreement. As principal indebtedness of such prior mortgages or security agreements is reduced, the maximum amount that may be secured thereby shall also be reduced to the then outstanding principal balance(s). Grantor hereby waives the right to receive any additional or future advances under any such prior mortgages or security agreements. This paragraph shall constitute the notice required by Florida Statutes Section 697.04(b).



GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND GRANTOR AGREES TO ITS TERMS.

THIS MORTGAGE IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS MORTGAGE IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

GRANTOR:

X  (Seal)
CAROLYN ROJAS, Individually

WITNESSES:

X  JOHN F. ADAMS
X  CHARLES HADDON

46.50
178.50
101.96
326.96

OR BK 5081 PG1016
Escambia County, Florida
INSTRUMENT 2003-065923

MTG DOC STAMPS PD @ ESC CO \$ 178.50
03/04/03 ERNIE LEE WINGARD, CLERK
By: B. Hughes

INTANGIBLE TAX PD @ ESC CO \$ 101.96
03/04/03 ERNIE LEE WINGARD, CLERK
By: B. Hughes

WHEN RECORDED MAIL TO:

Bank of America Consumer Collateral Tracking,
FL9-700-04-10
9000 Southside Blvd, Bldg 700
Jacksonville, FL 32256

This Mortgage prepared by:

Name: MIREYA CASSADY
Company: Bank of America, N.A.
Address: 101 SOUTH TRYON - 32ND FL, CHARLOTTE, NC 28255-0000

MORTGAGE

THIS MORTGAGE dated February 6, 2003, is made and executed between CAROLYN ROSS, AN UNMARRIED PERSON (referred to below as "Grantor") and Bank of America, N.A., whose address is Bank of America Plaza, P.O. Box 31590, Tampa, FL 33631 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in ESCAMBIA County, State of Florida:

See Exhibit A, which is attached to this Mortgage and made a part of this Mortgage as if fully set forth herein.

The Real Property or its address is commonly known as 9560 SUNNEHANNA BLVD APT D202, PENSACOLA, FL 32514-2602.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE IN THE ORIGINAL PRINCIPAL AMOUNT OF \$50,978.46, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due and shall strictly perform all of Grantor's obligations under this Mortgage.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until Grantor's interest in any or all of the Property is foreclosed, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

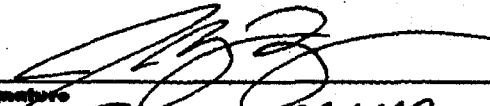
Duty to Maintain. Grantor shall maintain the Property in good condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property;

ERNIE LEE MAGAHA
Clerk of the Circuit Court
INSTRUMENT 2002-984307

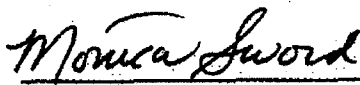
In Witness Whereof, this Mortgage has been duly executed by Grantor the day and year first above written.

Witness (as to all signers):



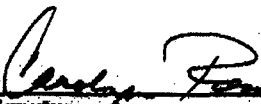
Witness Signature
DOROTHY F. ADAMS

Type or Print Name



Witness Signature
MONICA SWORD

Type or Print Name



Grantor Signature
CAROLYN ROSS

Type or Print Name
9560 SUNNEHANNA BLVD APT D202

Post Office Address
PENSACOLA FL 32514-0000

Grantor Signature

Type or Print Name

Post Office Address

Grantor Signature

Type or Print Name

Post Office Address

Grantor Signature

Type or Print Name

Post Office Address

15. Transfer of the Property or a Beneficial Interest in Grantor. If all or any part of the Property or any interest in it is sold, transferred, conveyed, quit-claim deeded, voluntarily or involuntarily, by operation of law, death, or otherwise (or if a beneficial interest in Grantor is sold or transferred, voluntarily or involuntarily, by operation of law or otherwise, if Grantor is not a natural person) without the Bank's prior written consent, the Bank may, at its option, require payment in full of all sums secured by this Mortgage. However, this option shall not be exercised by the Bank if exercise is prohibited by federal or state law as of the date of this Mortgage. The Bank may, in its sole discretion, in any one or more instances waive its option to require payment in full under this Section 15, but it shall have no obligation to do so, and any waiver may be conditioned upon such one or more of the following (if any) which the Bank may require: (i) the transferee's integrity, reputation, character, creditworthiness and management ability being satisfactory to the Bank in its sole judgment; (ii) Grantor and transferee executing, prior to such sale or transfer a written assumption agreement containing such terms as the Bank may require; (iii) a principal balance reduction on the Note; (iv) an increase in the rate of interest stated in the Note; (v) a transfer fee; and (vi) any modification of the terms of the Note and/or the other Loan Documents which the Bank may require.

If the Bank requires payment in full pursuant to this Section 15, the Bank shall give notice of acceleration. The notice shall provide a period of not less than ten (10) calendar days from the date the notice is delivered or mailed within which all sums secured by this Mortgage must be paid. If these sums are not paid prior to the expiration of this period, the Bank may invoke foreclosure and any other remedies by this Mortgage and/or any other Loan Document without further notice or demand on any person, except as otherwise may be required by applicable law.

16. Release. Upon payment of all sums secured by this Mortgage, the Bank shall release this Mortgage without charge to Grantor except for any recordation costs.

17. Subrogation. Any of the proceeds of the Note used to pay any debt secured by any outstanding lien or encumbrance against all or any part of the Property have been advanced by the Bank at Grantor's request and upon Grantor's representation that such amounts are due and are secured by valid liens against the Property. The Bank shall be subrogated to any and all rights, superior titles, liens and equities owned or claimed by any owner or holder of any such outstanding liens and debts, regardless of whether said liens or debts are acquired by the Bank by assignment or are released by the owner or holder thereof upon payment, and all of the same are recognized as valid and subsisting and are renewed and continued and merged herein to secure the Secured Indebtedness, but this Mortgage shall govern and control the enforcement of the liens to which the Bank is subrogated hereunder.

18. Fees and Expenses. To the extent not prohibited by applicable law, Grantor will pay, and will reimburse to the Bank on demand to the extent paid by the Bank: (a) all appraisal fees, filing and recording fees, taxes, abstract fees, title search or examination fees, title policy and endorsement premiums and fees, Uniform Commercial Code search fees, escrow fees, reasonable attorneys' fees, environmental inspection fees, survey fees and all other out of pocket costs and expenses of any kind incurred by Grantor and/or the Bank in connection with the preparation of the Loan Documents, closing and funding of the Note, and any and all amendments and supplements to the Loan Documents; and (b) all costs and expenses, including reasonable attorneys' fees and expenses, incurred or expended in connection with the exercise of any right or remedy, or the enforcement of any obligation of Grantor, under this or under any other Loan Document.

The Bank may, at its option at any time Grantor is in default under the terms of the Note or the other Loan Documents, obtain an appraisal satisfactory to the Bank of the Property or any part thereof by a third party appraiser engaged by the Bank and annual financial statements of Grantor (including disclosure of all contingent liabilities). Grantor hereby agrees to provide to the Bank such financial statements in form and content satisfactory to the Bank within ten (10) calendar days of each such request therefor by the Bank, as well as such other financial statements, if any, as and when required by any other Loan Document. To the extent not prohibited by applicable law, the cost of each appraisal shall be a part of the Secured Indebtedness and shall be paid by Grantor to the Bank on demand.

19. Effective as Financing Statement. This Mortgage shall be effective as a financing statement filed as a fixture filing with respect to all fixtures included within the Property, and is to be filed for record in the real estate records of such county where the Property (including said fixtures) is situated. This Mortgage shall also be effective as a financing statement covering any other Property and may be filed in any other appropriate filing or recording office. A carbon, photographic or other reproduction of this Mortgage or of any financing statement relating to this Mortgage shall be sufficient as a financing statement for any of the purposes referred to in this Section 19.

20. Waivers. Grantor hereby expressly waives presentment, demand, protest, notice of protest, notice of intention to accelerate, notice of acceleration, and any other notice or declaration of any kind, except as may be required by the Loan Documents or applicable law. To the extent allowable by applicable law, Grantor, for Grantor and Grantor's family, hereby waives and renounces all homestead and exemption rights, if any, provided for by the Constitution and Laws of the United States or the State of Florida, in and to the Property as against the collection of the Secured Indebtedness, or any part thereof; and Grantor agrees that where, by the terms of this Mortgage or the Note, a day is named or a time fixed for the payment of any sum of money or the performance of any agreement, the time stated enters into the consideration and is of the essence of the whole agreement.

21. Governing Law; Severability. This Mortgage shall be governed by Florida law and applicable federal law. If a court of competent jurisdiction finds any provision of this Mortgage to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Mortgage in all other respects shall remain valid and enforceable.

23. Special Provisions (If blank, there are no special provisions).

22. Interpretation. Within this Mortgage, words of any gender shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural, unless the context otherwise requires. Titles appearing at the beginning of any subdivisions hereof are for convenience only, do not constitute any part of such subdivisions, and shall be disregarded in construing the language contained in such subdivisions. The Bank has no fiduciary, partnership or other special relationship with Grantor under the Loan Documents or with respect to their subject matter, nor any implied covenants or duties, and any contrary inferences are hereby negated.

24. Special Notice to Grantor. Any Grantor who signs this Mortgage but does not execute the Note: (a) is signing this Mortgage only to grant, bargain, sell and convey that Grantor's interest in the Property under the terms of this Mortgage; (b) is not by signing this Mortgage becoming personally obligated to pay the Note; and (c) agrees that the Bank and any other Grantor may agree to renew, extend, modify, forbear or make any accommodations with regard to the terms of this Mortgage or the Note or any other Loan Document without that Grantor's consent. The foregoing does not limit the liability of Grantor under any guaranty agreement or other agreement by such Grantor whereby such Grantor becomes liable for the Secured Indebtedness in whole or in part.

Waiver of right to trial by jury. Grantor hereby waives the right to trial by jury in any action brought on this Mortgage or the Note or any other matter arising in connection with this Mortgage or the Note.

Any litigation arising out of or relating to this Mortgage or the Note shall be commenced and conducted in the courts of the State of Florida for the counties or the Federal Courts for the districts where BANK OF AMERICA, N.A. maintains offices and conducts banking business.

11. Rights and Remedies on Default. Upon the occurrence of any Default and at any time thereafter, the Bank, at its option, may exercise any one or more of the following rights and remedies, singularly or collectively, in addition to any other rights or remedies provided by law:

- a. **Accelerate Secured Indebtedness.** The Bank shall have the right at its option without notice to Grantor to declare the entire Secured Indebtedness immediately due and payable.
- b. **UCC Remedies.** With respect to all or any part of any personal property, the Bank shall have all the rights and remedies of a secured party under the Uniform Commercial Code.
- c. **Judicial Foreclosure.** The Bank may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property.
- d. **Deficiency Judgment.** If permitted by applicable law, the Bank may obtain a judgment for any deficiency remaining on the Secured Indebtedness after application of all amounts received from the exercise of the rights provided in this Section 11.
- e. **Tenancy at Sufferance.** If Grantor remains in possession of the Property after the Property is sold as provided above or the Bank otherwise becomes entitled to possession of the Property upon Default, Grantor shall become a tenant at sufferance of the Bank or the purchaser of the Property and shall, at the Bank's option, either (i) pay a reasonable rental for the use of the Property, or (ii) vacate the Property immediately upon the demand of the Bank.
- f. **Enter and Use the Property.** The Bank may enter upon and take possession of the Property without the appointment of a receiver, or an application therefor, employ a managing agent of the Property and let the same, either in its own name or in the name of Grantor, and receive the rents, incomes, issues and profits of the Property and apply the same, after payment of all necessary charges and expenses, on account of the Secured Indebtedness. Grantor transfers and assigns to the Bank Grantor's lesser interest in any lease now or hereafter affecting the whole or any part of the Property.
- g. **Sale of Property.** To the extent permitted by applicable law, Grantor hereby waives any and all right to have the Property marshaled. In exercising its rights and remedies, the Bank shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. The Bank shall be entitled to bid at any public sale on all or any portion of the Property. In case of any sale under this Mortgage by virtue of the exercise of the power herein granted, or pursuant to any order in any judicial proceedings or otherwise, the Property or any part thereof may be sold in one parcel and as entirety, or in such parcels, manner or order as the Bank in its sole discretion may elect, and one or more exercises of the powers herein granted shall not extinguish or exhaust the power unless the entire Property is sold or the Secured Indebtedness paid in full.
- h. **Notice of Sale.** The Bank shall give Grantor reasonable notice of the time and place of any public sale of any personal property or of the time after which any private sale or other intended disposition of any personal property is to be made. Reasonable notice shall mean notice given at least ten (10) calendar days before the time of the sale or disposition.
- i. **Waiver Election of Remedies.** A waiver by any party of a breach of a provision of this Mortgage shall not constitute a waiver of or prejudice the party's rights otherwise to demand strict compliance with that provision or any other provision. Election by the Bank to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or take action to perform an obligation of Grantor under this Mortgage after failure of Grantor to perform shall not affect the Bank's right to declare a Default and exercise its remedies under this Mortgage.
- j. **Attorneys' Fees Expenses.** Whether or not any court action is involved, all reasonable expenses incurred by the Bank that in the Bank's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Note payable on demand and shall bear interest from the date of expenditure until repaid at the interest rate provided for in the Note. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, the Bank's reasonable attorneys' fees and the Bank's legal expenses whether or not there is a lawsuit, including reasonable attorneys' fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.
- k. **Receiver.** The Bank, in any action to foreclose this Mortgage, or upon any Default, shall be at liberty to apply for the appointment of a receiver of the rents and profits, or of the Property, or both, without notice, and shall be entitled to the appointment of such a receiver as a matter of right, without consideration of the value of the Property as security for the Secured Indebtedness, or the solvency of any person or corporation liable for the payment of such amounts.
- l. **Pay Expenses.** Pay any sums in any form or manner deemed expedient by the Bank to protect the security of this Mortgage or to cure Default other than payment of interest or principal on the Secured Indebtedness; make any payment hereby authorized to be made according to any bill, statement or estimate furnished or procured from the appropriate public officer of the party claiming payment without inquiry into the accuracy or validity thereof, and the receipt of any such public officer or party in the hands of the Bank shall be conclusive evidence of the validity and amount of items so paid, in which event the amounts so paid, with interest thereon from the date of such payment at the rate of interest stated in the Note, subrogated to any encumbrance, lien, claim or demand, and to all the rights and securities for the payment thereof, paid or discharged with the principal sum secured hereby or by the Bank under the provisions hereof, and any such subrogation rights shall be additional and cumulative security to this Mortgage.
- m. **Other Remedies.** The Bank shall have all other rights and remedies provided in this Mortgage, the Note, or as available at law or in equity.

12. Grantor Not Released; Forbearance by Bank of America Not a Waiver. Renewal, modification or extension of the time for payment, modification of amortization of the Secured Indebtedness, transfer of the Property, or any forbearance granted by the Bank shall not operate to release the liability of the original Grantor or Grantor's successors in interest or any other person. The Bank shall not be required to commence proceedings against any successor in interest or any other person, or refuse to extend time for payment or refuse to otherwise modify amortization of the Secured Indebtedness by reason of that or any demand made by the original Grantor or Grantor's successors in interest or any other person. Any forbearance by the Bank in exercising any right or remedy shall not be a waiver of or preclude the exercise of that or any other right or remedy.

Neither failure by the Bank to exercise nor delay by the Bank in exercising or discontinuance of the exercise of any power, right or remedy upon or after any Default shall be construed as a waiver of such Default, or as a waiver of the right to exercise any such right, power or remedy at a later date. No single or partial exercise of any such right, power or remedy shall preclude, waive or otherwise affect any other or further exercise thereof, or the exercise of any other right, power or remedy. Any waiver, permit, consent or approval of any kind by the Bank, whether of any breach of or Default under this Mortgage, the Note or any other Loan Document or otherwise must be in writing and shall be effective only to the extent set forth in such writing.

The Bank shall have the right from time to time to sue for any sums, whether interest, principal or any installment or either or both, taxes, penalties, or any other sums required to be paid under the terms of this Mortgage, as the same become due, without regard to whether or not all of the Secured Indebtedness shall be due on demand, and without prejudice to the right of the Bank thereafter to enforce any appropriate remedy against Grantor, including an action of foreclosure, or any other action, for a default or defaults by Grantor existing at the time such earlier action was commenced.

13. Successors and Assigns Bound; Joint and Several Liability. The covenants and agreements of this Mortgage shall bind and benefit the successors and assigns of the Bank and the heirs, representatives, successors, and assigns of Grantor, subject to the provisions of Section 15. Grantor's covenants and agreements shall be joint and several.

14. Notices. Every provision for notice and demand or request shall be deemed fulfilled by written notice and demand or request personally served on one or more of the persons who shall at the time hold the record title to the Property, or on their heirs or successors, or mailed by depositing it in any post office station or letter box, enclosed in a postpaid envelope (a) addressed to such person or persons, or their heirs or successors, at his, their or its address last known to Grantor or (b) addressed to the street address of the Property.

6. Maintenance and Protection of Property; Inspection. Grantor shall maintain the Property in good condition and repair, shall not commit or suffer any waste to the Property, and shall comply with, or cause to be complied with, all statutes, ordinances and requirements of any governmental authority relating to the Property or any part thereof. Grantor shall promptly repair, restore, replace or rebuild any part of the Property, now or hereafter encumbered by this Mortgage, which may be affected by any activity of the character referred to in Section 8. No part of the Property, including, but not limited to, any building, structure, parking lot, driveway, landscape scheme, timber or other ground improvement, or other property, now or hereafter conveyed as security by or pursuant to this Mortgage, shall be removed, demolished or materially altered without the prior written consent of the Bank. Grantor shall complete, within a reasonable time, and pay for any building, structure or other improvement at any time in the process of construction on the Property. Grantor shall not initiate, join in or consent to any change in any private restrictive covenant, zoning ordinance or other public or private restrictions limiting or defining the uses which may be made of the Property or any part thereof. The Bank and any person authorized by the Bank shall have the right to enter and inspect the Property at all reasonable times and access thereto shall be permitted for that purpose.

7. Protection of Bank of America's Rights in the Property. If Grantor fails to perform the covenants and agreements contained in this Mortgage, or if there is a legal proceeding that may significantly affect the Bank's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then the Bank may do and pay for whatever is necessary to protect the value of the Property and the Bank's rights in the Property. The Bank's actions may include paying any sums secured by a lien that has priority over this Mortgage, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although the Bank may take actions under this Section 7, the Bank does not have to do so. No such action will waive any default. In the event the Bank makes any payments which the Bank deems necessary to protect the value of the Property and the Bank's rights in the Property, the Bank, upon making such payment, shall be subrogated to all of the rights of the person or entity receiving such payment. Any amounts disbursed by the Bank pursuant to this Mortgage shall become part of the Secured Indebtedness secured by this Mortgage. Unless Grantor and the Bank agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the rate of interest stated in the Note and shall be payable upon demand from the Bank to Grantor or Borrower.

8. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking, of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned to and shall be paid to the Bank to be applied to the Secured Indebtedness, with any amounts in excess of the Secured Indebtedness being paid to Grantor.

If the Property is abandoned by Grantor, or if, after notice by the Bank to Grantor that the condemnor offers to make an award or settle a claim for damages, Grantor fails to respond to the Bank within thirty (30) calendar days after the date the notice is given, the Bank is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Mortgage, whether or not then due. Unless the Bank and Grantor otherwise agree in writing, any application of proceeds to principal shall be to the scheduled payments in inverse order of their scheduled due dates and shall not extend or postpone the due date of the payments referred to in the Note or this Mortgage or change the amount of such payments to the extent not discharged by such application.

9. Hazardous Substances. Grantor shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Grantor 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.

Grantor shall promptly give the Bank 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, as soon as Grantor first has actual knowledge. If Grantor 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, Grantor shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this Section 9, "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 Section 9, "Environmental Law" means federal laws and laws of the jurisdictions where the Property is located that relate to health, safety, or environmental protection.

Grantor shall indemnify and hold harmless the Bank from and against, and reimburse the Bank on demand for, any and all claims, demands, liabilities, losses, damages, causes of action, costs and expenses (including without limitation reasonable fees and expenses of attorneys and other professional consultants and experts) of every kind which may be imposed upon, asserted against or incurred or paid by the Bank as a result of the presence of any Hazardous Substance on, in, under, above or about the Property, or the migration or release or threatened migration or release of any Hazardous Substance on, to, from or through the Property, at any time during or before Grantor's ownership of the Property, or any act, omission or event existing or occurring in connection with the handling, storage, removal or disposal of any such Hazardous Substance or any violation of any Environmental Law or the filing or imposition of any environmental lien or claim against the Property as a result of any such presence, migration, release, threatened migration or release, act, omission or event.

10. Events of Default. The occurrence of any one of the following shall be a default under this Mortgage and under the other Loan Documents ("Default"):

a. **Failure to Pay any Secured Indebtedness.** Any of the Secured Indebtedness is not paid when due, regardless of how such amount may have become due.

b. **Non Performance of Covenants.** Any covenant, agreement or condition herein, in the Note or in any other Loan Document, other than a covenant, agreement or condition which is addressed as a Default elsewhere in this Section 10, is not fully and timely performed, observed or kept.

c. **Breach of Warranty.** Any statement, representation or warranty in any Loan Document or in any financial statement delivered to the Bank in connection with the Secured Indebtedness is false, misleading or erroneous in any material respect.

d. **Bankruptcy or Insolvency.** Any bankruptcy or insolvency proceeding is instituted by or against Borrower, Grantor or any person liable, directly or indirectly, for any of the Secured Indebtedness, or if any tax lien, levy or garnishment is levied against any such party.

e. **Default Under Other Lien.** A default or event of default occurs under any lien, security interest or assignment covering the Property or any part thereof (whether or not the Bank has consented, and without hereby implying the Bank's consent, to any such lien, security interest or assignment created hereunder), or the holder of any such lien, security interest or assignment declares a default or institutes foreclosure or other proceedings for the enforcement of its remedies thereunder.

f. **Liquidation, Etc.** The liquidation, termination, dissolution, merger, consolidation or failure to maintain good standing in each state that business is conducted (or in the case of an individual, the death or legal incapacity) of Borrower, Grantor or any person liable, directly or indirectly, for any of the Secured Indebtedness.

g. **Enforceability; Priority.** Any Loan Document shall for any reason without the Bank's specific written consent cease to be in full force and effect, or shall be declared null and void or unenforceable in whole or in part, or the validity or enforceability thereof in whole or in part shall be challenged or denied by any party thereto other than the Bank, or the lien, mortgage or security interests of the Bank in any of the Property become unenforceable in whole or in part, or cease to be of the priority herein required, or the validity or enforceability thereof, in whole or in part, shall be challenged or denied by Grantor or any person liable, directly or indirectly, for any of the Secured Indebtedness.

h. **Other Default.** A default or event of default occurs under any other Loan Document, or under any other Section of this Mortgage which specifies such condition or event as a Default.

Together with all buildings, structures and other improvements now or hereafter located on the property described, or any part and parcel thereof; all rights, title and interest of Grantor in and to the minerals, flowers, shrubs, crops, trees, timber, and other emblements now or hereafter on said property or under or above the same or any part or parcel thereof; all and singular the tenements, hereditaments, easements and appurtenances belonging or in any way appertaining, and the reversion or reversions, remainder and remainders, rents, issues and profits thereof; and also all the estate, right, title, interest, claim and demand whatsoever of Grantor of, in and to the same and of, in and to every part and parcel thereof; all machinery, apparatus, equipment, fittings and fixtures, whether actually or constructively attached to said property, now or hereafter located in, upon or under said property or any part thereof; any and all awards or payments, including interest thereon, and the right to receive the same, as a result of: (a) the exercise of the right of eminent domain; (b) the alteration of the grade of any street; or (c) any other injury to, taking of, or decrease in the value of, said property, to the extent of all amounts that may be secured by this Mortgage at the date of receipt of any such award or payment by the Bank and of the reasonable attorney's fees, costs and disbursements incurred by the Bank in connection with the collection of such award or payment. All of such property hereby mortgaged is collectively referred to herein as the "Property".

This Mortgage is given and accepted on the following terms:

Representations and Warranties. Grantor warrants that Grantor has good title to the Property, and is lawfully seized and possessed of the Property and every part thereof, and has the right to mortgage same, that the Property is unencumbered except as may be herein expressly provided; and that Grantor will forever warrant and defend the title to the Property unto the Bank against the claims of all persons whomsoever.

Covenants. Grantor further covenants and agrees as follows:

1. Compliance with Loan Documents. Grantor shall promptly pay and perform and comply with all obligations, covenants, agreements and conditions imposed upon Grantor by the Loan Documents.

2. Charges; Liens. Grantor shall pay when due all taxes, assessments, charges, fines and impositions attributable to the Property that may attain priority over this Mortgage, and leasehold payments or ground rents, if any. If Grantor makes these payments directly, upon the Bank's request, Grantor shall promptly furnish to the Bank receipts evidencing the payments.

3. Funds for Taxes and Insurance. Upon request by the Bank, Grantor shall pay to the Bank on the days payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments that may attain priority over this Mortgage as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; and (e) yearly mortgage insurance premiums, if any. These items are called "Escrow Items". The Bank may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Grantor's escrow account under the Federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, the Bank may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. The Bank may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law. In no event shall the Bank be liable for any interest on any amount paid to it as herein required, and the money so received may be held and commingled with its own funds, pending payment or application thereof as herein provided. If requested by the Bank, Grantor shall furnish to the Bank, at least thirty (30) calendar days before the date on which the same will become past due, an official statement of the amount of said taxes, assessments, insurance premiums and rents next due, and the Bank shall pay said charges to the amount of the then unused credit therefor as and when they become severally due and payable. An official receipt therefor shall be conclusive evidence of such payment and of the validity of such charges. The Bank may, at its option, pay any of these charges when payable, either before or after they become past due, without notice, or make advances therefor in excess of the then amount of credit for said charges. The excess amount advanced shall be immediately due and payable to the Bank and shall become part of the Secured Indebtedness and bear interest at the rate of interest stated in the Note from date of advancement. The Bank may apply credits held by it for the above charges, or any part thereof, on account of any delinquent installments of principal or interest or any other payments maturing or due under this instrument, and the amount of credit existing at any time shall be reduced by the amount thereof paid or applied as herein provided. The amount of the existing credit hereunder at the time of any transfer the Property shall, without assignment thereof, inure to the benefit of the successor-owner of the Property and shall be applied under and subject to all of the provisions hereof. Upon payment in full of the Secured Indebtedness, the amount of any unused credit shall be paid over to the person entitled to receive it.

4. No Other Liens. Grantor will not, without the prior written consent of the Bank, except as otherwise specified by applicable law, create, place or permit to be created or placed, or through any act or failure to act, acquiesce in the placing of, any mortgage, voluntary or involuntary lien, whether statutory, constitutional or contractual, encumbrance, security interest or conditional sale against or covering the Property, or any part thereof, regardless of whether the same are expressly or otherwise subordinate to the lien or security interest created in this Mortgage. Should any of the foregoing become attached hereafter or in any manner to any part of the Property without the prior written consent of the Bank, Grantor will cause the same to be promptly discharged and released.

5. Insurance. Grantor shall keep the improvements, if any, now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which the Bank requires in an amount equal to the lesser of (a) the current outstanding balance on the Note; (b) 100% of the maximum insurable value of the Property; or (c) for flood insurance only, 100% of the maximum amount of insurance required under any federal, state or local flood insurance program (if the Note secured is a TaxSmart loan, then parts (a) or (b) above are not required). If requested by the Bank, Grantor shall also obtain liability insurance naming the Bank as an additional insured party in an amount as may be required by the Bank. Each insurance carrier providing any such insurance shall be chosen by Grantor subject to the Bank's approval which shall not be unreasonably withheld. If Grantor fails to obtain any insurance required by this Section 5 or if Grantor fails to pay the insurance premiums for any period of thirty (30) consecutive calendar days during the term of this Mortgage (forty-five (45) calendar days for flood insurance), the Bank may obtain the insurance and pay the premiums. If the Bank does so, Grantor shall pay the charge for the insurance and Grantor agrees to pay to the Bank interest on such amount until it is paid, at the rate of interest stated in the Note. Such amounts shall become additional debt of Borrower secured by this Mortgage. Grantor agrees that the amount and type of insurance purchased by the Bank is within the Bank's sole discretion.

All insurance policies and renewals shall be in form and content satisfactory to the Bank and all such policies covering loss or damage to the Property shall include a standard non contributory mortgagee clause in favor of the Bank. The Bank shall have the right to hold the policies and renewals. Grantor shall promptly give to the Bank all receipts of paid premiums and renewal notices. In the event of loss, Grantor shall give prompt notice to the insurance carrier and the Bank. The Bank may make proof of loss if not made promptly by Grantor, but shall have no duty to do so nor any duty to see that any insurance is in force or is adequate.

If in the sole discretion of the Bank the restoration or repair is economically feasible and the Bank's security is not lessened, the insurance proceeds shall be applied to restoration or repair of the Property damaged. If in the sole discretion of the Bank the restoration or repair is not economically feasible or the Bank's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Mortgage, whether or not then due, in such manner and order as the Bank, in its sole discretion, may elect, with any excess paid to Grantor. If Grantor abandons the Property, or does not answer within thirty (30) calendar days a notice from the Bank that the insurance carrier has offered to settle a claim, then the Bank may collect the insurance proceeds. The Bank may use the proceeds to repair or restore the Property or to pay sums secured by this Mortgage, in such manner and order as the Bank, in its sole discretion, may elect, whether or not then due. The thirty (30) calendar day period will begin when the notice is given.

Unless the Bank and Grantor otherwise agree in writing, any application of insurance proceeds to principal shall be to the scheduled payments in inverse order of their scheduled due dates and shall not extend or postpone the due date of the scheduled payments or change the amount of the payments to the extent not lessened or discharged by such application. If the Property is acquired by the Bank, Grantor's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to the Bank to the extent of the sums secured by this Mortgage.

PAY TO THE ORDER OF

WITHOUT RECOURSE
Bank of America, N.A.

33.80
26420
12232
BY John E. Mack
Bank of America

JOHN E. MACK
SR. VICE PRESIDENT

BANK OF AMERICA, N.A. (THE "BANK")

00000000007022085646

Mortgage

This Instrument prepared by and when recorded mail to:

JANICE Y OBERLIN
BANK OF AMERICA/CONSUMER LOAN PROCESSING
830 CENTRAL AVE

ST PETERSBURG, FL 33701

OR BK 4935 PG1987
Escambia County, Florida
INSTRUMENT 2002-984307

MTG DOC STAMPS PD @ ESC CO \$ 214.20
07/11/02 ERNIE LEE WRIGHT, CLERK
By: [Signature]

INTANGIBLE TAX PD @ ESC CO \$ 122.32
07/11/02 ERNIE LEE WRIGHT, CLERK
By: [Signature]

This space is for Recorder's use only.

This Mortgage is made this 27 day of JUNE 2002, between
CAROLYN ROSS, AN UNMARRIED PERSON

whose address is 9560 SUNNEHANNA BLVD APT D202 PENSACOLA FL 32514-0000
(jointly and severally if more than one, "Grantor"), and BANK OF AMERICA, N.A. whose address is
P.O. BOX 26041 GREENSBORO, NC 27420-0000 (the "Bank").

Witnesseth: That Whereas, CAROLYN ROSS

(jointly and severally if more than one, "Borrower") is justly indebted to the Bank according to the terms of a certain promissory note given by Borrower to the Bank dated
JUNE 27 2002, in the amount of SIXTY ONE THOUSAND ONE HUNDRED SIXTY ONE DOLLARS AND 52 CENTS
Dollars (\$ 61,161.52) with final payment being due on JUNE 21 2027 unless renewed, modified, extended or
consolidated (the "Note"); and

Whereas, this Mortgage is given to secure to the Bank (a) the repayment of the debt evidenced by the Note, and all renewals, extensions, modifications, replacements and consolidations of the Note; (b) the payment of all other sums, with interest, advanced under the terms of this Mortgage; (c) the performance of Grantor's covenants and agreements under this Mortgage and any other agreements executed by Grantor at the Bank's request pertaining to the debt evidenced by the Note (together, the "Loan Documents"); and (d) all future amounts, including future advances, the Bank in its discretion may loan to Borrower. Such future advances, together with interest thereon, are secured by this Mortgage. The total indebtedness secured by this Mortgage, collectively referred to herein as the "Secured Indebtedness", may decrease or increase from time to time, but the maximum principal indebtedness outstanding under the Note at any one time shall not exceed \$ 61,161.52, plus interest, plus amounts expended or advanced by the Bank for the payment of taxes, levies or insurance on the property described herein and for maintenance, repair, protection and preservation of the property and interest on such amounts. Specifically, without limitation, this Mortgage also secures all future amounts the Bank in its discretion may loan to Borrower within twenty (20) years of the date of this Mortgage, together with all interest thereon; however, in no event shall such future advances (excluding interest) exceed in the aggregate \$ 122,323.04

Now Therefore, in consideration of the premises and of the sum hereinabove set forth, Grantor mortgages to the Bank all of Grantor's right, title and interest in the following property, to wit:

BUILDING D, UNIT 202, THE WOODLANDS, A CONDOMINIUM ACCORDING TO THE
DECLARATION OF CONDOMINIUM, DATED MAY 14, 1984 AND RECORDED IN
OFFICIAL RECORDS BOOK 1911, PAGE 876, OF THE PUBLIC RECORDS OF
ESCAMBIA COUNTY, FLORIDA, TOGETHER WITH THAT SHARE OF THE COMMON
ELEMENTS AND ALL APPURTENANCES TO SAID UNIT AS SET OUT AND
DESCRIBED IN SAID DECLARATION OF CONDOMINIUM.

which has the address of 9560 SUNNEHANNA BLVD APT D202
PENSACOLA FL 32514-2602 ("Property Address");

RESIDENTIAL SALES
ABUTTING ROADWAY
MAINTENANCE DISCLOSURE

ATTENTION: Pursuant to Escambia 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. 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 by 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 Roadway: Sunnehanna

Legal Address of Property: _____

The County (☒) has accepted () has not accepted the abutting roadway for maintenance.

This form completed by: _____

Name

Address

City, State, Zip Code

AS TO SELLER(S):

E. Grace Vest
Seller's Name: _____

Witness' Name: _____

Seller's Name: _____

Witness' Name: _____

AS TO BUYER(S):

Carolyn R.
Buyer's Name: _____

Witness' Name: _____

Buyer's Name: _____

Witness' Name: _____

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

Instrument 00254842
Filed and recorded in the
Official Records
NOVEMBER 27, 1995
at 02:28 P.M.
ERNIE LEE MAGANA,
CLERK OF THE CIRCUIT COURT
Escambia County,
Florida

Prepared By: **PATRICIA A. SHEPPARD**
CHELSEA TITLE
714 N. SPRING STREET PENSACOLA, FL 32501
Incidental to the issuance of a title insurance policy.
File No.: **1121*95-77-P**
Parcel ID # **06-18-30-4800-202-004**
Grantee(s) SS # **242-82-0057**

OR BX3876 Pg0524
INSTRUMENT 00254842

**WARRANTY DEED
(INDIVIDUAL)**

D S PD \$245.00
Not \$0.00 ASSE \$0.00
NOVEMBER 27, 1995
Ernie Lee Nagaba,
Clerk of the Circuit Court
St. *W. H. Hagg* D.C.

245
This WARRANTY DEED, dated **November 17, 1995**
by **E. GRACE VEST**

whose post office address is

hereinafter called the GRANTOR, to
CAROLYN ROSS

whose post office address is

hereinafter called the GRANTEE:

(Wherever used herein the terms "GRANTOR" and "GRANTEE" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.)

WITNESSETH: That the GRANTOR, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the GRANTEE, all that certain land situate in **ESCAMBIA** County, Florida, viz:

Building D, Unit 202, THE WOODLANDS, a Condominium according to the Declaration of Condominium, dated May 14, 1984 and recorded in Official Records Book 1911, Page 876, of the Public Records of Escambia County, Florida, together with that share of the common elements and all appurtenances to said Unit as set out and described in said Declaration of Condominium.

Grantor hereby warrants that the property described in this instrument is not his constitutional homestead as provided by the Florida Constitution.

SUBJECT TO covenants, conditions, restrictions, reservations, limitations, easements and agreements of record, if any; taxes and assessments for the year 1996 and subsequent years; and to all applicable zoning ordinances and/or restrictions and prohibitions imposed by governmental authorities, if any,

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND THE GRANTOR hereby covenants with said GRANTEE that except as above noted, the GRANTOR is lawfully seized of said land in fee simple; that the GRANTOR has good right and lawful authority to sell and convey said land; that the GRANTOR hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, GRANTOR has signed and sealed these presents the date set forth above.

SIGNED IN THE PRESENCE OF THE FOLLOWING WITNESSES:

E. Grace Vest
E. GRACE VEST

Signature: *Patricia A. Sheppard*
Print Name: **PATRICIA A. SHEPPARD**

Signature: *Rebecca F. Kates*
Print Name: **REBECCA F. KATES**

State of **Florida**
County of **ESCAMBIA**

I am a notary public of the state of Florida, and my commission expires: 3/23/99.

THE FOREGOING INSTRUMENT was acknowledged before me on November 17, 1995 by

E. GRACE VEST

who is personally known to me or who has produced drivers license as identification and who did take an oath.
(type of identification) (did/did not)

PATRICIA A. SHEPPARD
"Notary Public State of FL"
Comm Exp. March 23, 1999
Notary Comm. No. **CC 439269**

Signature: *Patricia A. Sheppard*
Print Name: **PATRICIA A. SHEPPARD** Notary Public

SOUTHERN GUARANTY TITLE COMPANY

4400 BAYOU BLVD., SUITE 13-B, CORDOVA SQUARE

PENSACOLA, FLORIDA 32503

TEL. (850) 478-8121 FAX (850) 476-1437

Email: rcsgr@aol.com

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

CERTIFICATION: TITLE SEARCH FOR TDA

TAX DEED SALE DATE: 08-03-09

TAX ACCOUNT NO.: 01-4365-150

CERTIFICATE NO.: 2007-293

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

 X Notify Escambia County, 190 Governmental Center, 32501

 X Homestead for tax year.

Carolyn Ross
9560 Sunnehanna Blvd. #D202
Pensacola, FL 32514

Bank of America
P.O. Box 26041
Greensboro, NC 27420

Bank of America
P.O. Box 31590
Tampa, FL 33631

Certified and delivered to Escambia County Tax Collector,
this 13th day of May, 2009.

SOUTHERN GUARANTY TITLE COMPANY


by: Richard S. Combs, President

NOTE: The above listed addresses are based upon current information available, but said addresses are not guaranteed to be true or correct.

OWNERSHIP AND ENCUMBERANCE REPORT

CONTINUATION PAGE

File No.: 7081

May 12, 2009

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

1. That certain mortgage executed by Carolyn Ross in favor of Bank of America dated June 27, 2002 and recorded July 11, 2002 in Official Records Book 4935, page 1987 of the public records of Escambia County, Florida, in the original amount of \$61,161.52.
2. That certain mortgage executed by Carolyn Ross in favor of Bank of America dated February 6, 2003 and recorded March 4, 2003 in Official Records Book 5081, page 1016 of the public records of Escambia County, Florida, in the original amount of \$50,978.46.
3. 2007 certificate delinquent. The assessed value is \$47,452.00. Tax ID 01-4365-150.

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.: 7081

May 12, 2009

Building D, Unit 202, The Woodlands, a condominium, according to the Declaration of Condominium recorded in O.R. Book 1911, page 876, Public Records of Escambia County, Florida, together with that share of the common elements and all appurtenances to said unit as set out and described in said Declaration of Condominium.

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.: 7081

May 12, 2009

Escambia County Tax Collector
P.O. Box 1312
Pensacola, FL 32596
ATTN: Glenda Mahuron

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 05-11-89, through 05-11-09, and said search reveals the following:

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

Carolyn Ross

2. The land covered by this Report is:

LEGAL DESCRIPTION IS ATTACHED HERETO AND MADE A PART HEREOF

3. The following unsatisfied mortgages, liens and judgments affecting the land covered by this Report appear of record:

SEE CONTINUATION PAGE ATTACHED HERETO AND MADE A PART HEREOF

4. Taxes:

SEE CONTINUATION PAGE ATTACHED HERETO AND MADE A PART HEREOF

The foregoing report is prepared and furnished for information only, is not intended to constitute or imply any opinion, warranty, guaranty, insurance, or similar assurance as to the status of title, and no determination has been made of the authenticity of any instrument described or referred to herein. The name search for the purposes of determining applicable judgments and liens is limited to the apparent record owner(s) shown herein. No attempt has been made to determine whether the land is subject to liens or assessments which are not shown as existing liens by the public records. The Company's liability hereunder shall not exceed the cost of this Report, or \$1,000.00 whichever is less.

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

Southern Guaranty Title Company

BY:


Richard S. Combs

May 12, 2009

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
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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: 2007 TD 000293



00033407073

Dkt: TD82 Pg#:

18

Original Documents Follow

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

Receipt Type	Case	Outstanding Amount	0.00
Receipt Number	1012993	Receipt Date	05/08/2009

Case Number	2007 TD 000293
Description	TARPON IV LLC VS

Action **TAX DEED APPLICATION**

Judge

Received From **TARPON IV LLC**

On Behalf Of **TARPON IV LLC**

Total Received	330.00
Net Received	330.00
Change	0.00

Receipt Payments	Amount	Reference Description
Cash	330.00	733663

Receipt Applications	Amount
Holding	270.00
Service Charge	60.00

Deputy Clerk: mkj Transaction Date 05/08/2009 10:46:15

Comments ONCORE TRANS 733663

Notice to Tax Collector of Application for Tax Deed

TO: Tax Collector of Escambia County

In accordance with Florida Statutes, I,

**TARPON IV, LLC
PO BOX 100736
ATLANTA, Georgia, 30384-0736**

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

Certificate No.	Parcel ID Number	Date	Legal Description
293	01-4365-150	06/01/2007	06-1S3-048 UNIT D-202 THE WOODLANDS CONDOMINIUM AND ALSO 1/40 INT IN COMMON ELEMENTS OR 3876 P 524

2008 TAX ROLL

ROSS CAROLYN
9560 SUNNEHANNA BLVD # D202
PENSACOLA FL, Florida 32514

SUBJECT TO 2009 TAXES

Special Assessments appear on this property ___Yes ___No?

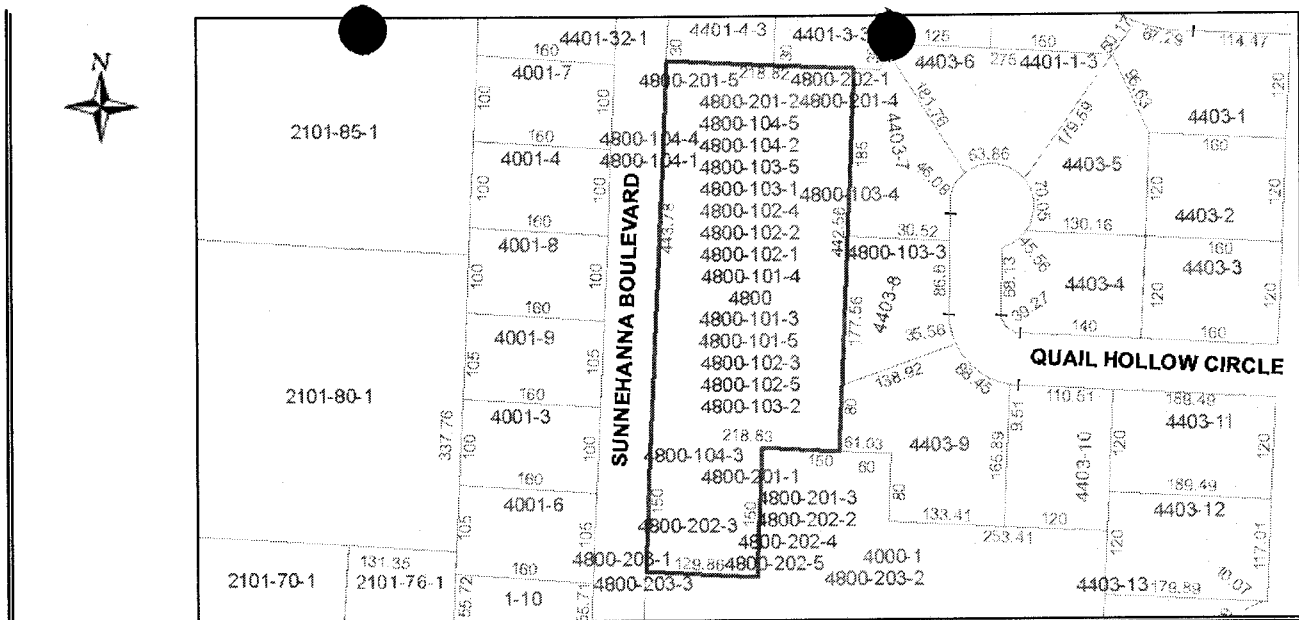
I agree to pay all delinquent taxes, redeem all outstanding certificates not in my possession, pay any omitted taxes, and pay current taxes, if due, covering the land, and pay any interest earned (a) on tax certificates not in my possession, (b) on omitted taxes or (c) on delinquent taxes. I also agree to pay all Tax Collector's fees, ownership and encumbrance reports 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.

GulfGroup2007 (ani goldenberg)

Applicant's Signature

04/27/2009

Date



Buildings

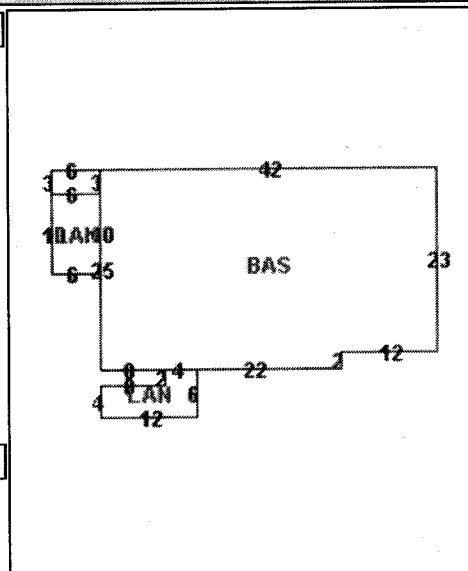
Building 1 - Address: 9560 SUNNEHANNA D202, Year Built: 1984

Structural Elements

FOUNDATION-SLAB ON GRADE
 EXTERIOR WALL-STUCCO OV BLOCK
 NO. PLUMBING FIXTURES (6)
 DWELLING UNITS (1)
 ROOF FRAMING-GABLE
 ROOF COVER-DIMEN/ARCH SHNG
 INTERIOR WALL-DRYWALL-PLASTER
 FLOOR COVER-CARPET
 NO. STORIES (1)
 DECOR/MILLWORK-ABOVE AVERAGE
 HEAT/AIR-CENTRAL H/AC
 STRUCTURAL FRAME-WOOD FRAME

Areas - 1160 Total SF

BASE AREA - 1026
 LANAI - 116
 UTILITY FIN - 18



Images

None

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.



Chris Jones

Escambia County Property Appraiser

[Chris Jones, ECPA](#)
[RECORD SEARCH](#)
[MAPS](#)
[GENERAL INFORMATION](#)
[GOVERNMENT AGENCIES](#)
[TANGIBLE PROPERTY](#)
[CAREERS](#)

[Navigate Mode](#)
☒ [Account](#)
☐ [Reference](#)

[Printer Friendly Version](#)

General Information

Reference: 061S304800202004
Account: 014365150
Owners: ROSS CAROLYN
Mail: 9560 SUNNEHANNA BLVD # D202
 PENSACOLA, FL 32514
Situs: 9560 SUNNEHANNA D202
Use Code: CONDOMINIUM
Taxing Authority: COUNTY MSTU
Tax Inquiry: Open Tax Inquiry Window
 Tax Inquiry link courtesy of Janet Holley,
 Escambia County Tax Collector

2008 Certified Roll Assessment

Improvements: \$47,442
Land: \$10
Total: \$47,452
Save Our Homes: \$0

[Disclaimer](#)

[Amendment 1 Calculations](#)

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
11/1995	3876	0524	\$35,000	WD	View Instr
12/1991	3727	0547	\$22,750	WD	View Instr
07/1990	2886	0150	\$100	WD	View Instr
12/1989	2791	0196	\$1,000	CT	View Instr

Official Records Inquiry courtesy of Ernie Lee Magaha,
Escambia County Clerk of the Court

2008 Certified Roll Exemptions

None

Legal Description

UNIT D-202 THE WOODLANDS
CONDOMINIUM AND ALSO 1/40
INT IN COMMON ELEMENTS...

Extra Features

None

Parcel Information

[View Online Map](#)

Section

Map Id:

06-1S-30-1

Approx.

Acreage:

2.6800

County

Zoned:

R-4

13
18




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

Tax Deed - Redemption Calculator

Account: 014365150 Certificate Number: 000293 of 2007

Redemption Application Date Interest Rate

	Final Redemption Payment ESTIMATED	Redemption Overpayment ACTUAL
	Auction Date <input type="text" value="08/03/2009"/>	Redemption Date <input type="text" value="05/19/2009"/> 
Months	4	1
Tax Collector	<input type="text" value="\$3,328.57"/>	<input type="text" value="\$0.00"/>
Tax Collector Interest	\$199.71	\$0.00
Tax Collector Fee	<input type="text" value="\$6.25"/>	<input type="text" value="\$0.00"/>
Total Tax Collector	\$3,534.53	\$0.00
Clerk Fee	<input type="text" value="\$60.00"/>	<input type="text" value="\$0.00"/>
Sheriff Fee	<input type="text" value="\$120.00"/>	<input type="text" value="\$0.00"/>
Legal Advertisement	<input type="text" value="\$210.00"/>	<input type="text" value="\$0.00"/>
App. Fee Interest	\$23.40	\$0.00
Total Clerk	\$413.40	\$0.00
Postage	<input type="text" value="\$18.00"/>	<input type="text" value="\$0.00"/>
Researcher Copies	<input type="text" value="\$13.00"/>	<input type="text" value="\$0.00"/>
Total Redemption Amount	\$3,978.93	\$0.00
	Repayment Overpayment Refund Amount	\$3,978.93

Notes

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

Receipt Type	Case	Outstanding Amount	0.00
Receipt Number	1022256	Receipt Date	06/03/2009

Case Number	2007 TD 000293
Description	TARPON IV LLC VS

Action **TAX DEED APPLICATION**

Judge

Received From **TARPON IV LLC**

On Behalf Of **TARPON IV LLC**

Total Received	60.00
Net Received	60.00
Change	0.00

Receipt Payments	Amount	Reference	Description
Cash	60.00	737637	

Receipt Applications	Amount
Holding	60.00

Deputy Clerk: mkj Transaction Date 06/03/2009 09:40:59

Comments ONCORE CLERK ADV 737637

June 17, 2009

MEMORANDUM TAX BILL

Loan Number: 7022085646

Tax Jurisdiction: ESCAMBIA COUNTY CLERK OF COURT

Property Owner: Carolyn Ross (borrower)
(co-borrower)

Property Address: 9560 Sunnehanna Bl
Pensacola FL 32514

Legal Description:

Acct. No./Bill No./Parcel No.: 01-4365-150
Tax Year: 2006 & 2007 & 2008

Lot(s): , Block: , Section:

Subdivision:

Other:

Base: \$

Penalty: \$

Interest: \$

Total: \$3978.93

Total tax due reflects the applicable discount if paid in the month
of: JUNE

To avoid penalty, pay on or before: 06/30/09

If already delinquent, interest and penalty is calculated through:
06/30/09

HF049 011 TD1

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

Receipt Type	Case	Outstanding Amount	0.00
Receipt Number	1028526	Receipt Date	06/18/2009

Case Number	2007 TD 000293
Description	TARPON IV LLC VS

Action **TAX DEED REDEMPTION**

Judge

Received From **BANK OF AMERICA MORTGAGE**

On Behalf Of **TARPON IV LLC**

Total Received	3,978.93
Net Received	3,978.93
Change	0.00

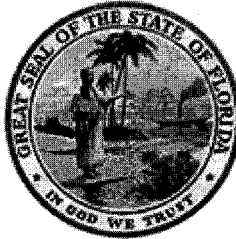
Receipt Payments	Amount	Reference Description
Check	3,978.93	4052000

Receipt Applications	Amount
Holding	3,965.93
Service Charge	13.00

Deputy Clerk: mkj Transaction Date 06/18/2009 15:11:40

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



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: 014365150 Certificate Number: 000293 of 2007

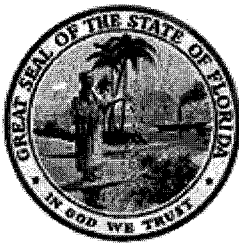
Payor: BANK OF AMERICA MORTGAGE P O BOX 26389 RICHMOND VA 23286-8218 Date
06/18/2009

Clerk's Check #	4052000	Clerk's Total	\$413.40
Tax Collector Check #	1	Tax Collector's Total	\$3,534.53
		Postage	\$18.00
		Researcher Copies	\$13.00
		Total Received	\$3,978.93

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>



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

Tax Deed - Redemption Calculator

Account: 014365150 Certificate Number: 000293 of 2007

Redemption ☒ Yes Application Date Interest Rate

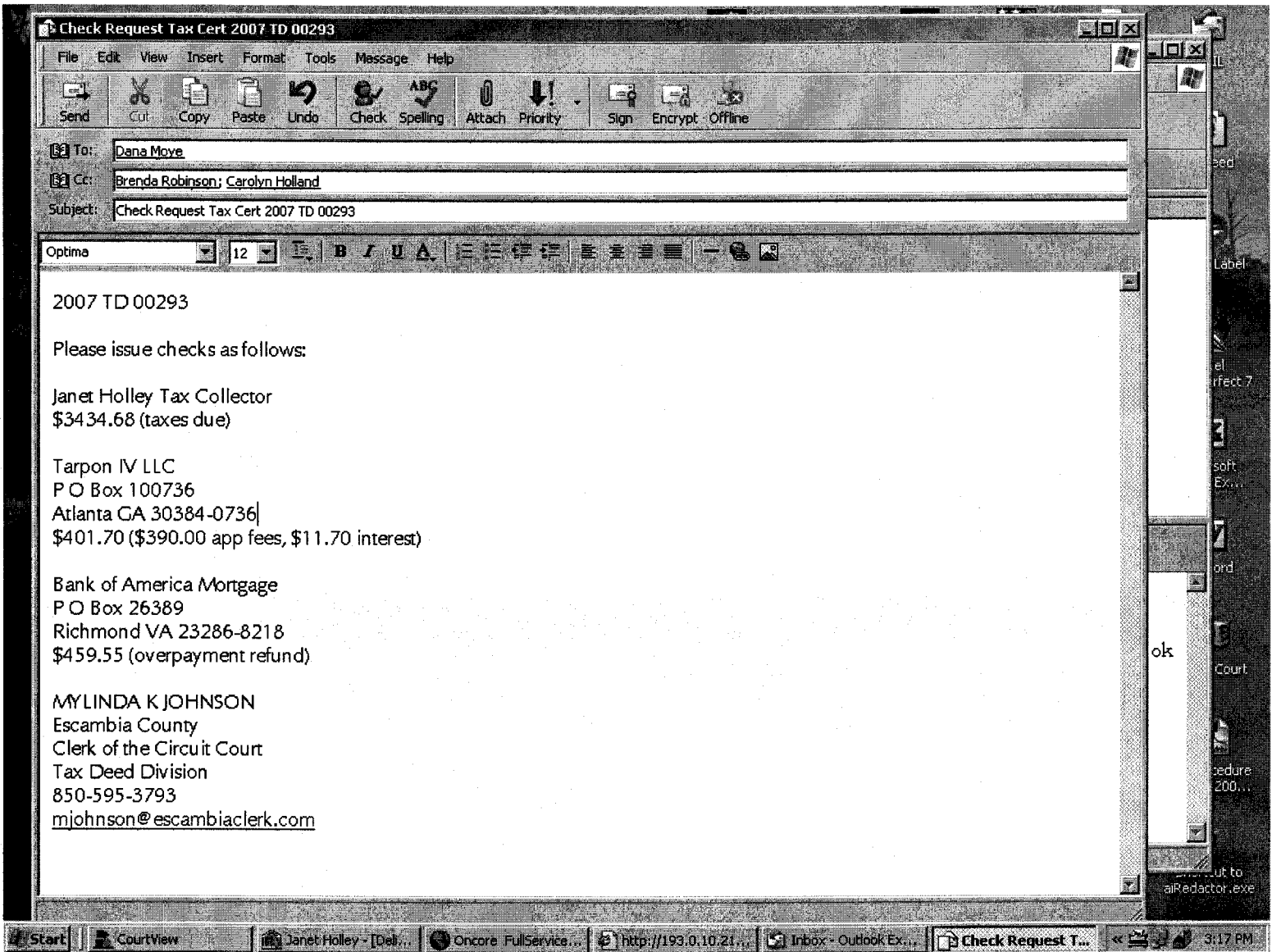
	Final Redemption Payment ESTIMATED	Redemption Overpayment ACTUAL
	Auction Date <input type="text" value="08/03/2009"/>	Redemption Date <input type="text" value="06/19/2009"/>
Months	4	2
Tax Collector	<input type="text" value="\$3,328.57"/>	<input type="text" value="\$3,328.57"/>
Tax Collector Interest	\$199.71	\$99.86
Tax Collector Fee	<input type="text" value="\$6.25"/>	<input type="text" value="\$6.25"/>
Total Tax Collector	\$3,534.53	<input type="text" value="\$3,434.68"/> TC
Clerk Fee	<input type="text" value="\$60.00"/>	<input type="text" value="\$60.00"/>
Sheriff Fee	<input type="text" value="\$120.00"/>	<input type="text" value="\$120.00"/>
Legal Advertisement	<input type="text" value="\$210.00"/>	<input type="text" value="\$210.00"/>
App. Fee Interest	\$23.40	\$11.70
Total Clerk	\$413.40	<input type="text" value="\$401.70"/> CH
Postage	<input type="text" value="\$18.00"/>	<input type="text" value="\$0.00"/>
Researcher Copies	<input type="text" value="\$13.00"/>	<input type="text" value="\$13.00"/>
Total Redemption Amount	\$3,978.93	\$3,849.38
	Repayment Overpayment Refund Amount	<input type="text" value="\$129.55"/> + 120.00 - 210.00 = 159.55

Notes: ACTUAL SHERIFF \$80.00 COM \$18.50
 6-4-2009 MS. ROSS CAME IN FOR QUOTES. MKJ
 6-16-2009 BANK OF AMERICA CALLED FOR QUOTES. MKJ

Submit

Reset

Print Preview



ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT

ARCHIVES AND RECORDS
CHILD SUPPORT
CIRCUIT CIVIL
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COUNTY CRIMINAL
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**COUNTY OF ESCAMBIA
OFFICE OF THE
CLERK OF THE CIRCUIT COURT**

BRANCH OFFICES
ARCHIVES AND RECORDS
JUVENILE DIVISION
CENTURY

CLERK TO THE BOARD OF
COUNTY COMMISSIONERS

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COUNTY TREASURY
AUDITOR

6/25/2009

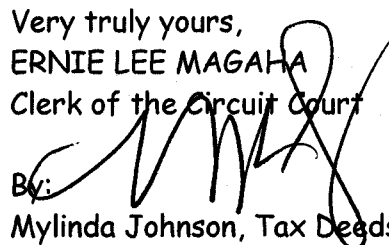
TARPON IV LLC
P O BOX 100736
ATLANTA GA 30384-0736

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.

<u>Tax Cert. #</u>	<u>Account #</u>	<u>Sale</u>	<u>Appl. Fees</u>	<u>Interest</u>	<u>Total</u>
00293/2007	01-4365-150	8/03/2009	390.00	11.70	401.70

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
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**COUNTY OF ESCAMBIA
OFFICE OF THE
CLERK OF THE CIRCUIT COURT**

BRANCH OFFICES
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CENTURY

CLERK TO THE BOARD OF
COUNTY COMMISSIONERS

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COUNTY TREASURY
AUDITOR

6/25/2009

BANK OF AMERICA MORTGAGE
P O BOX 26389
RICHMOND VA 23286-8218

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 6/19/2009 which generates a refund.

<u>Tax Cert. #</u>	<u>Account #</u>	<u>Sale</u>	<u>Refund</u>
00293/2007	01-4365-150	8/03/2009	459.55

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



BRANCH OFFICES
ARCHIVES AND RECORDS
JUVENILE DIVISION

CENTURY

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IMAGING COVER PAGE

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necessary to avoid obscuring any information on
the original documents

Case: 2007 TD 000293



00002392413

Dkt: TD80 Pg#:

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Original Documents Follow