

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 002009



00063486828

Dkt: TD83 Pg#:

2

Original Documents Follow

TAX COLLECTOR'S CERTIFICATION

Application
Date / Number
Apr 27, 2009 / 1181

This is to certify that the holder listed below of Tax Sale Certificate Number **2007 / 2009**, 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: 05-3159-000**

Certificate Holder:
PPTS 151 LLC
P.O. BOX 2288
MORRISTOWN, NEW JERSEY 07962-2288

Property Owner:
ELLIOTT MITZI L
900 SALT LICK CREEK RD
PLEASANT SHADE TN, TENNESSEE 371456014

Legal Description: 10-2S3-010
LT 2 BLK 10 MONTCLAIR UNIT NO 1 PB 4 P 63 OR 3887 P 944 OR 5039 P 829 SEC 10/12 T 2S R 30

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	2009	06/01/07	\$1,346.09	\$0.00	\$67.30	\$1,413.39

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	2511	05/30/08	\$1,232.17	\$6.25	\$215.63	\$1,454.05

- Total of all Certificates in Applicant's Possession and Cost of the Certificates Redeemed by Applicant or Included (County)
- Total of Delinquent Taxes Paid by Tax Deed Application
- Total of Current Taxes Paid by Tax Deed Applicant (2008)
- Ownership and Encumbrance Report Fee
- Tax Deed Application Fee
- Total Certified by Tax Collector to Clerk of Court
- Clerk of Court Statutory Fee
- Clerk of Court Certified Mail Charge
- Clerk of Court Advertising Charge
- Sheriff's Fee
-
- Total of Lines 6 thru 11
- Interest Computed by Clerk of Court Per Florida Statutes.....(%)
- One-Half of the assessed value of homestead property. If applicable pursuant to section 197.502, F.S.
- Statutory (Opening) Bid; Total of Lines 12 thru 14
- Redemption Fee
- Total Amount to Redeem

\$2,867.44
\$0.00
\$1,118.79
\$125.00
\$75.00
\$4,186.23
\$4,186.23
\$4,186.23
\$6.25
\$4,192.48

*Done this 27th day of April, 2009

TAX COLLECTOR, ESCAMBIA COUNTY, FLORIDA

By Shelda Makuror

Date of Sale: July 6, 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
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necessary to avoid obscuring any information on
the original documents

Case: 2007 TD 002009



00082152131

Dkt: TD82 Pg#:

13

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.: 7001

May 5, 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 05-05-89, through 05-05-09, and said search reveals the following:

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

Mitzi L. Elliott

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 5, 2009

**OWNERSHIP AND ENCUMBERANCE REPORT
LEGAL DESCRIPTION**

File No.: 7001

May 5, 2009

Lot 2, Block 10, Montclair, Unit #1, according to the plat
thereof recorded in Plat Book 4, Page 63, Public Records of
Escambia County, Florida.

OWNERSHIP AND ENCUMBERANCE REPORT

CONTINUATION PAGE

File No.: 7001

May 5, 2009

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

1. That certain mortgage executed by Phillip R. and Mitzi L. Elliott in favor of Regions Bank dated May 23, 2003 and recorded June 5, 2003 in Official Records Book 5154, page 1671 of the public records of Escambia County, Florida, in the original amount of \$10,300.00.
2. Judgment filed by Steve Roberts Bail Bonds, Inc. recorded in O.R. Book 5806, page 1520.
3. 2007 certificate delinquent. The assessed value is \$65,554.00. Tax ID 05-3159-000.

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: rcsgrt@aol.com

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

CERTIFICATION: TITLE SEARCH FOR TDA

TAX DEED SALE DATE: 07-06-09

TAX ACCOUNT NO.: 05-3159-000

CERTIFICATE NO.: 2007-2009

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.

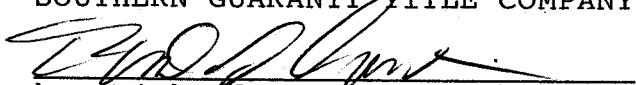
Mitzi L. Elliott
900 Salt Lick Creek Rd.
Pleasant Shade, TN 37145-6014
and
904 Belair Rd. (property)
Pensacola, FL 32505

Steve Roberts Bail Bonds, Inc.
1757 St. Mary Ave.
Pensacola, FL 32501

Regions Bank
50 Beverly Pkwy.
Pensacola, FL 32505

Certified and delivered to Escambia County Tax Collector,
this 8th 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.

6.00
10

OR BK 5039 P80829
Escambia County, Florida
INSTRUMENT 2002-042775

DEED DOC STAMPS PD @ ESC CO \$ 0.70
12/30/02 ERNIE LEE MAGANA, CLERK
By: Sallye Mudd

This instrument prepared by:
✓ Denis A. Braslow
Attorney at Law
917 N. 12TH AVE
Pensacola, FL 32501

Parcel ID Number: 10-2S-30-1000-002-010

Grantee #1 TIN:

Grantee #2 TIN:

Warranty Deed

This Indenture, Made this 16th day of December, 2002 A.D., Between
Phillip R. Elliott and Mitsi L. Elliott, husband and wife

of the County of Escambia, State of Florida, grantor, and
Mitsi L. Elliott, a married woman

whose address is: 904 Belair Road, Pensacola, FL 32505

of the County of Escambia, State of Florida, grantees.

Witnesseth that the GRANTOR, for and in consideration of the sum of

-----TEN DOLLARS (\$10)----- DOLLARS,
and other good and valuable consideration to GRANTOR in hand paid by GRANTEES, the receipt whereof is hereby acknowledged, has
granted, bargained and sold to the said GRANTEES and GRANTEES' heirs, successors and assigns forever, the following described land, situate,
lying and being in the County of Escambia State of Florida to wit:

Lot 2, Block 10, MONTCLAIR, Unit # 1, a subdivision of a portion of
Section 10 and 12, Township 2 South, Range 30 West, Escambia County,
Florida, according to plat recorded in Plat Book 4, Page 63 of the
public records of said County.

RCD Dec 30, 2002 08:45 am
Escambia County, Florida

ERNIE LEE MAGANA
Clerk of the Circuit Court
INSTRUMENT 2002-042775

and the grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

In Witness Whereof, the grantor has hereunto set

hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Printed Name: DENIS BRASLOW
Witness: Denis A. Braslow

Printed Name: Mary K. Paik
Witness: Mary K. Paik

Phillip R. Elliott (Seal)
Phillip R. Elliott
P.O. Address:

Mitsi L. Elliott (Seal)
Mitsi L. Elliott
P.O. Address: 904 Belair Road
Pensacola, FL 32505

STATE OF Florida
COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 16th day of December
Phillip R. Elliott and Mitsi L. Elliott

who is personally known to me or who has produced Drivers License as identification.

Printed Name: _____
Notary Public
My Commission Expires: _____



This Warranty Deed

Made this 15th day of December A.D. 19 95
by James M. Leib and Dorothy Tuggle

OR Bk3887 Pg0944
INSTRUMENT 00259884

D S PD \$199.50
Mort \$0.00 ASUM \$0.00
DECEMBER 18, 1995
Ernie Lee Magaha,
Clerk of the Circuit Court
By: *[Signature]* D.C.

hereinafter called the grantor, to
Phillip R. Elliott and Mitzi L. Elliott,
husband and wife

whose post office address is:
904 Belair Road
Pensacola, FL 32505
Grantees' SSN: 421-88-3404

hereinafter called the grantee: 266-73-4089

(Whenever 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:

Lot 2, Block 10, Montolair Unit #1, being a portion of Section 10
& 12, Township 2 South, Range 30 West, Escambia County, Florida
as recorded in Plat Book 4 at Page 63 of the public records of
said County.

SUBJECT TO Covenants, restrictions, easements of record and taxes for
the current year. Said property is not the homestead of the
Grantor(s) under the laws and constitution of the State of Florida in
that neither Grantor(s) or any members of the household of Grantor(s)
reside thereon.

Parcel Identification Number: 10-28-30-1000-002-010

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 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; and that said land is
free of all encumbrances except taxes accruing subsequent to December 31, 19 95

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above
written.

Signed, sealed and delivered in our presence:

[Signature]
Name: Maryanna Ackerman

[Signature]
Name: Rhonda H. Sellars

[Signature]
Name & Address: James M. Leib
14260 Perdido Key Drive
Pensacola, FL 32507

[Signature]
Name & Address: Dorothy Tuggle
8408 Williamsburg Court
Pensacola, Florida

Name & Address:
LS

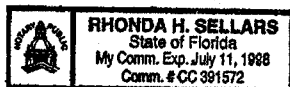
Name & Address:
LS

Name & Address:
LS

State of Florida
County of Escambia

The foregoing instrument was acknowledged before me this 15th day of December , 19 95 ,
by James M. Leib and Dorothy Tuggle

who is personally known to me or who has produced as identification.



[Signature]
Print Name:
Notary Public
My Commission Expires:
LS

PREPARED BY: Rhonda H. Sellars
RECORD & RETURN TO:
Lawyers Title Agency of North Florida, Inc.
721 East Gregory Street
Pensacola, Florida 32501
File No: 3A-49340

This conveyance is subject to an existing first mortgage to COBBS, ALLEN
& HALL MORTGAGE COMPANY, INC., dated October 16, 1973, recorded in Official
Book 740, page 497, of the public records of Escambia County, Florida, in
the original principal sum of \$17,200.00.

A handwritten signature in dark ink, appearing to be 'L. J.', is located to the right of the main text block.

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: Belair Road

Legal Address of Property: 904 Belair Road

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

This form completed by: James M. Leib
Name
14620 Perdido Key Drive
Address
Pensacola, FL 32507
City, State, Zip Code

AS TO SELLER(S):

James M. Leib
Seller's Name: James M. Leib
Dorothea Tuggle
Seller's Name: Dorothea Tuggle

Adrianna Ackerman
Witness' Name: Adrianna Ackerman
Rhonda H. Sellars
Witness' Name: Rhonda H. Sellars

AS TO BUYER(S):

Phillip R. Elliott
Buyer's Name: Phillip R. Elliott
Mitzi L. Elliott
Buyer's Name: Mitzi L. Elliott

Adrianna Ackerman
Witness' Name: Adrianna Ackerman
Rhonda H. Sellars
Witness' Name: Rhonda H. Sellars

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

Instrument 00259884
Filed and recorded in the
Official Records
DECEMBER 18, 1995
at 11:06 A.M.
ERNIE LEE MAGAHA,
CLERK OF THE CIRCUIT COURT
Escambia County,
Florida

Doc Stamps \$36.05
Int Tax 20.60
Rec 37.50

OR BK 5154 PG1671
Escambia County, Florida
INSTRUMENT 2003-105108

WHEN RECORDED MAIL TO:

REGIONS BANK
BEVERLY PARKWAY
50 BEVERLY PARKWAY
PENSACOLA, FL 32505

REGIONS BANK
251 W. GARDEN STREET
PENSACOLA, FL 32501-5726

NTG DOC STAMPS PD @ ESC CO \$ 36.05
06/05/03 ERMIE LEE MAGNIA, CLERK
By: *[Signature]*

INTANGIBLE TAX PD @ ESC CO \$ 20.60
06/05/03 ERMIE LEE MAGNIA, CLERK
By: *[Signature]*

This Mortgage prepared by:

Name: DONNA COURTNEY
Company: REGIONS BANK
Address: 50 BEVERLY PARKWAY, PENSACOLA, FL 32505



DOC48505100000510080786000000

MORTGAGE

FOR USE WITH SECURED REVOLVING CREDIT AGREEMENT

MAXIMUM LIEN. The total amount of indebtedness secured by this Mortgage may decrease or increase from time to time, but the maximum amount of principal indebtedness which may be outstanding at any one time shall not exceed \$10,300.00., plus interest, and amounts expended or advanced by Lender for the payment of taxes, levies or insurance on the Property, and interest on such amounts.

THIS MORTGAGE dated May 23, 2003, is made and executed between PHILLIP R. ELLIOTT, and MITZI L. ELLIOTT, HUSBAND AND WIFE, whose address is 904 BELAIR RD., PENSACOLA, FL 32505-0000 (referred to below as "Grantor") and REGIONS BANK, whose address is 50 BEVERLY PARKWAY, PENSACOLA, FL 32505 (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 904 BELAIR RD., PENSACOLA, FL 32505-0000.

REVOLVING LINE OF CREDIT. Specifically, in addition to the amounts specified in the Indebtedness definition, and without limitation, this Mortgage secures a revolving line of credit under which, upon request by Borrower, Lender, within twenty (20) years from the date of this Mortgage, may make future advances to Borrower. Such future advances, together with interest thereon, are secured by this Mortgage. Such advances may be made, repaid, and remade from time to time, subject to the limitation that the total outstanding balance owing at any one time, not including finance charges on such balance at a fixed or variable rate or sum as provided in the Credit Agreement, any temporary overages, other charges, and any amounts expended or advanced as provided in either the Indebtedness paragraph or this paragraph, shall not exceed the Credit Limit as provided in the Credit Agreement. It is the intention of Grantor and Lender that this Mortgage secures the balance outstanding under the Credit Agreement from time to time from zero up to the Credit Limit as provided in this Mortgage and any intermediate balance.

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 EACH OF GRANTOR'S AGREEMENTS AND OBLIGATIONS UNDER THE CREDIT AGREEMENT WITH THE CREDIT LIMIT OF \$10,300.00, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

GRANTOR'S WAIVERS. Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that: (a) this Mortgage is executed at Borrower's request and not at the request of Lender; (b) Grantor has the full power, right, and authority to enter into this Mortgage and to hypothecate the Property; (c) the provisions of this Mortgage do not conflict with, or result in a default under any agreement or other instrument binding upon Grantor and do not result in a violation of any law, regulation, court decree or order applicable to Grantor; (d) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (e) Lender has made no representation to Grantor about Borrower (including without limitation the creditworthiness of Borrower).

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Borrower shall pay to Lender all indebtedness secured by this Mortgage as it becomes due, and Borrower and Grantor shall strictly perform all Borrower's and Grantor's obligations under this Mortgage.

Loan No: 05100000510050786

MORTGAGE
(Continued)

Page 6

section of this Mortgage.

Existing Indebtedness. The words "Existing Indebtedness" mean the indebtedness described in the Existing Liens provision of this Mortgage.

Grantor. The word "Grantor" means PHILLIP R. ELLIOTT and MITZI L. ELLIOTT.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or 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 Credit Agreement or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Credit Agreement 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 REGIONS BANK, its successors and assigns. The words "successors or assigns" mean any person or company that acquires any interest in the Credit Agreement.

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

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).

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

GRANTOR:

x 
PHILLIP R. ELLIOTT, individually

x 
MITZI L. ELLIOTT, individually

WITNESSES:


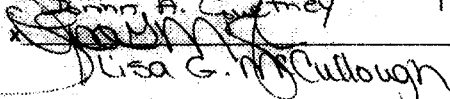
x 
Donna G. Courtney
x 
Lisa G. McCullough

EXHIBIT "A"**OR BK 5154 PG1678**
Escambia County, Florida
INSTRUMENT 2003-105108

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$10,300.00	05-23-2003		***	01C1 / 3182		V92	
References in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "****" has been omitted due to text length limitations.							

Borrower: MITZI L ELLIOTT (SSN: [REDACTED])
904 BELAIR RD.
PENSACOLA, FL 32505-0000**Lender:** REGIONS BANK
BEVERLY PARKWAY
50 BEVERLY PARKWAY
PENSACOLA, FL 32505LASER PRO Lending, Ver. 5.21.20.003 Copr. Harford Financial Solutions, Inc. 1997, 2003. All Rights Reserved. - FL J:\APPS\LPWIN\CR\PL1\G80.FC TR-004410002745 PR-CL22**LOT 2, BLOCK 10, MONTCLAIR UNIT #1, BEING A PORTION OF SECTION 10 & 12, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, AS RECORDED IN PLAT BOOK 4 AT PAGE 63, OF THE PUBLIC RECORDS OF SAID COUNTY.****RCD Jun 05, 2003 02:33 pm**
Escambia County, Florida**ERNIE LEE MABAH**
Clerk of the Circuit Court
INSTRUMENT 2003-105108

Recorded in Public Records 10/04/2005 at 12:54 PM OR Book 5744 Page 1951,
Instrument #2005428457, Ernie Lee Magaha Clerk of the Circuit Court Escambia
County, FL

**IN THE COUNTY COURT IN AND
FOR ESCAMBIA COUNTY, FLORIDA**

STEVE ROBERTS BAIL BONDS INC
1757 ST. MARY AVE
PENSACOLA FL 32501

Plaintiff,

VS.

MITZI ELLIOTT
904 BEL AIR ROAD
PENSACOLA FL 32505

Defendant.

Case No. 2005 SC 001699

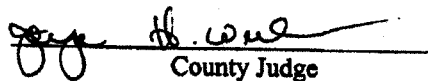
Division: I

**FINAL JUDGMENT AGAINST
MITZI ELLIOTT**

THIS CAUSE having come before the Court upon default in a mediated/stipulated agreement,
and the Court being fully advised in the premises, it is therefore

ORDERED AND ADJUDGED that the Plaintiff shall recover from the Defendant the sum of
\$1400.00, that shall bear interest at the rate of 7% per annum, for which let execution issue.

DONE AND ORDERED in Chambers at Pensacola, Escambia County, Florida
this 24th day of September, 2005.


County Judge

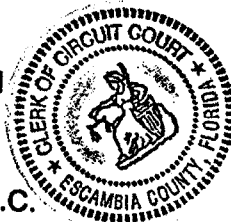
Copies to:

STEVE ROBERTS BAIL BONDS INC

MITZI ELLIOTT

Certified to be a true copy of
the original on file in this office
Witness my hand and official seal
ERNIE LEE MAGAHA
Clerk of the Circuit Court
Escambia County, Florida

By:  D.C.
Date: 9/27/05



ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT



BRANCH OFFICES
ARCHIVES AND RECORDS
JUVENILE DIVISION

CENTURY

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**

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 002009



00034877252

Dkt: TD80 Pg#:

14

Original Documents Follow

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
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

6/3/2009

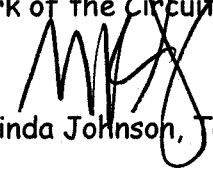
BENNI R BAKER
P O BOX 6259
PENSACOLA FL 32503

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 5/28/2009 which generates a refund.

<u>Tax Cert. #</u>	<u>Account #</u>	<u>Sale</u>	<u>Refund</u>
02009/2007	05-3159-000	7/06/2009	428.79

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 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

6/3/2009

PPTS 151 LLC
P O BOX 2288
MORRISTOWN NJ 07962-2288

Dear Certificate Holder:

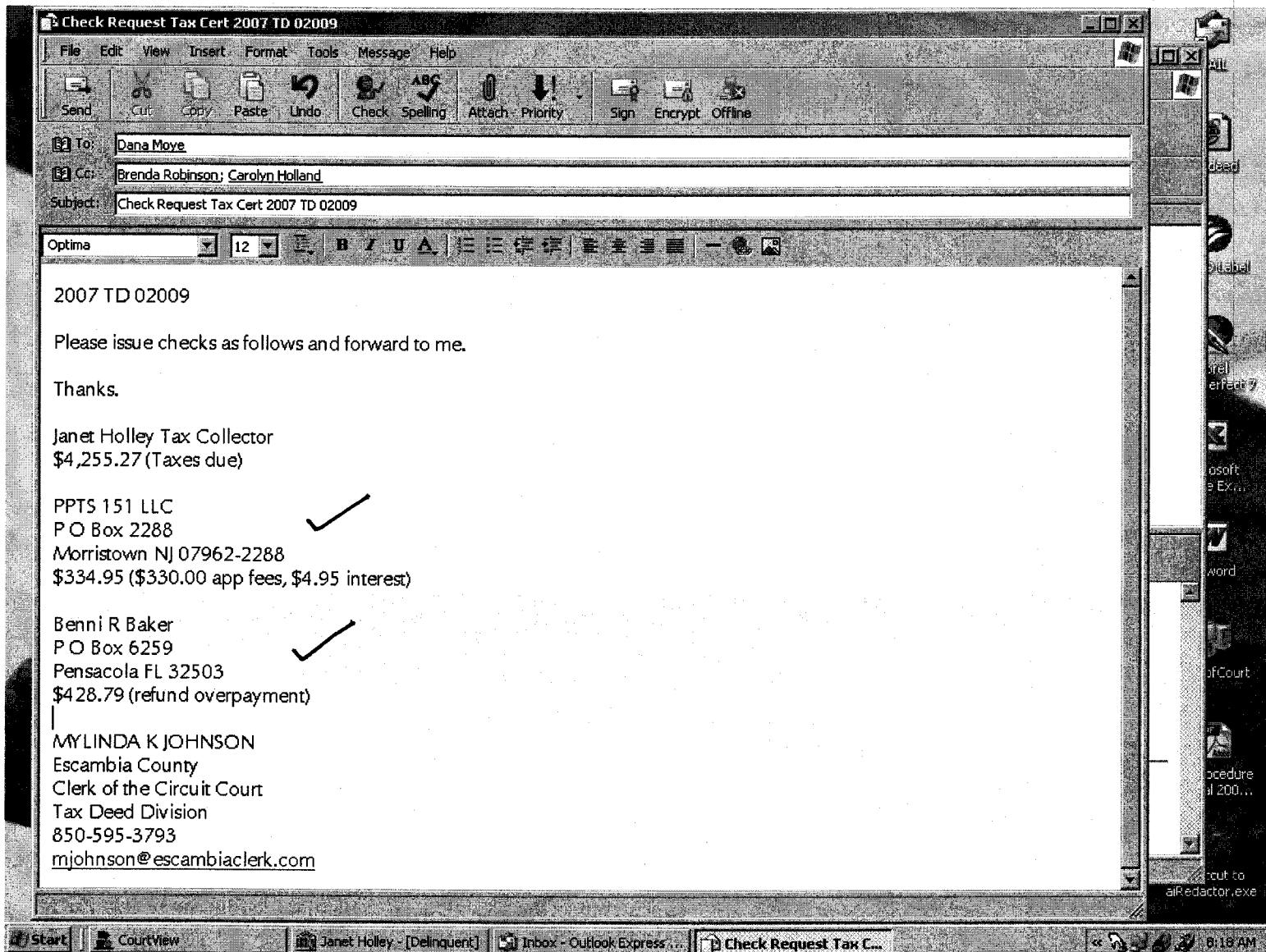
Our records indicate that you made application for a tax deed to be issued on the following property represented by the numbered certificate below. This property was redeemed prior to our scheduled sale date. Your application fees are now refundable in the amount shown below.

Tax Cert. #	Account #	Sale	Appl. Fees	Interest	Total
02009/2007	05-3159-000	7/06/2009	330.00	4.95	334.95

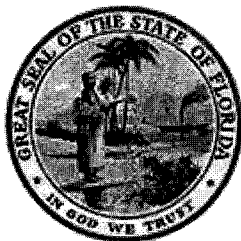
Very truly yours,
ERNIE LEE MAGAHA
Clerk of the Circuit Court

By: 
Mylinda Johnson, Tax Deeds Division

Enclosure



<input checked="" type="checkbox"/> Search Property	<input checked="" type="checkbox"/> Property Sheet	<input checked="" type="checkbox"/> Lien Holder's	<input checked="" type="checkbox"/> Redeem	<input checked="" type="checkbox"/> Forms	<input checked="" type="checkbox"/> Courtview
Redeemed From Sale					



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

Tax Deed - Redemption Calculator

Account: 053159000 Certificate Number: 002009 of 2007

Redemption ☒ Yes Application Date 04/27/2009 Interest Rate 18%

	Final Redemption Payment ESTIMATED	Redemption Overpayment ACTUAL
	Auction Date <u>07/06/2009</u>	Redemption Date <u>05/28/2009</u>
Months	<u>3</u>	<u>1</u>
Tax Collector	<u>\$4,186.23</u>	<u>\$4,186.23</u>
Tax Collector Interest		<u>\$62.79</u>
Tax Collector		<u>\$6.25</u>
		<u>\$4,255.27</u> TC
Clk		<u>\$60.00</u>
She		<u>\$60.00</u>
Lega		<u>\$210.00</u>
App. I		<u>\$4.95</u>
Total C		<u>\$334.95</u> CH
Postage		<u>\$0.00</u>
Researche	<u>\$8.00</u>	<u>\$8.00</u>
Total Redemption Amount	\$4,757.71 4757.01 7.00	\$4,598.22
	Repayment Overpayment Refund Amount	\$159.49
	<u>4764.01</u>	600.00 210.00 428.79

ACTUAL SHERIFF \$20.00 (NO SERVES)

MKJ COM RECORDING: \$18.50

Notes 5-8-2009 MR. BAKER CALLED FOR QUOTES. MKJ 478-9137

Submit

Reset

Print Preview

Reprint

Ernie Lee Magaha
Clerk of the Circuit Court
Escambia County Florida
(850) 595-4310
www.escambiaclerk.com

ESCAMBIA CO FL CLERK OF C
190 GOVERNMENTAL CTR
PENSACOLA, FL 32502
BIN: 449280 Merchant: 352354803898
VNumber: 76449064 Store: 4301 Term: 0001

SALES DRAFT

REF: 72348
DATE: May 28, 2009 16:48:33
ACCT: XXXXXXXXXXXXX6871 EXP: 09/11
AP: 05008B
NAME: BENNI R BAKER
Clerk: MKJ

TOTAL \$164.01

Thank you!

CUSTOMER ACKNOWLEDGES RECEIPT
OF GOODS AND/OR SERVICES IN
THE AMOUNT OF THE TOTAL SHOWN
HEREON AND AGREES TO PERFORM
THE OBLIGATIONS SET FORTH BY
THE CUSTOMER'S AGREEMENT WITH
THE ISSUER

Thank you for using Visa

X _____

Reprint

Ernie Lee Magaha
Clerk of the Circuit Court
Escambia County Florida
(850) 595-4310
www.escambiaclerk.com

ESCAMBIA CO FL CLERK OF C
190 GOVERNMENTAL CTR
PENSACOLA, FL 32502
BIN: 449280 Merchant: 352354803898
VNumber: 76449064 Store: 4301 Term: 0001

SALES DRAFT

REF: 72347
DATE: May 28, 2009 16:47:35
ACCT: XXXXXXXXXXXXX6874 EXP: 02/12
AP: 02073B
NAME: BENNI R BAKER
Clerk: MKJ

TOTAL \$4,600.00

Thank you!

CUSTOMER ACKNOWLEDGES RECEIPT
OF GOODS AND/OR SERVICES IN
THE AMOUNT OF THE TOTAL SHOWN
HEREON AND AGREES TO PERFORM
THE OBLIGATIONS SET FORTH BY
THE CUSTOMER'S AGREEMENT WITH
THE ISSUER

Thank you for using Visa

X _____

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

Receipt Type	Case	Outstanding Amount	0.00
Receipt Number	1020564	Receipt Date	05/28/2009

Case Number	2007 TD 002009
Description	PPTS 151 LLC VS

Action **TAX DEED REDEMPTION**

Judge

Received From **BENNI R BAKER**

On Behalf Of **PPTS 151 LLC**

Total Received	4,600.00
Net Received	4,600.00
Change	0.00

Receipt Payments	Amount	Reference	Description
Visa	4,600.00	72347	

Receipt Applications	Amount
Holding	4,600.00

Deputy Clerk: mkj Transaction Date 05/28/2009 16:57:21

Comments

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

Receipt Type	Case	Outstanding Amount	4,600.70
Receipt Number	1020561	Receipt Date	05/28/2009

Case Number	2007 TD 002009
Description	PPTS 151 LLC VS

Action **TAX DEED REDEMPTION**

Judge

Received From **BENNI R BAKER**

On Behalf Of **PPTS 151 LLC**

Total Received	164.01
Net Received	164.01
Change	0.00

Receipt Payments	Amount	Reference	Description
Visa	164.01	72348	

Receipt Applications	Amount
Holding	149.01
Service Charge	15.00

Deputy Clerk: mkj Transaction Date 05/28/2009 16:55:32

Comments

P O BOX
6259
32503

Vital POS-partner

File View Go Tools Help

POS-partner

Log off

Transactions

Pending Settlement Batches

Settled Batches

Customers

Retail / Card Present

File Edit View Action Options Help

Authorize

Customer ID: [] Bill Payment: ☐ **VISA**

Customer Name: BENNI R BAKER

Account No: [REDACTED] Exp. Date: 02/12

Amount: 4,764.01 Clerk ID: MKJ

Other Information

Gratuity: 0.00

05 0 00 DECLINE 72342 Declined

User Name: Mylinda Johnson CAPS NUM 5/28/2009 4:28 PM

Start CourtView Oncore FullSer... Janet Holley - [...] http://193.0.10... escapeDetail 110... Vital POS-partner Retail / Card ... 4:28 PM

\$4600.00

Benni R Baker Visa

4266

[REDACTED]

[REDACTED]

/ 164.01

exp. 09/11

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

Receipt Type	Case	Outstanding Amount	0.00
Receipt Number	1012513	Receipt Date	05/07/2009

Case Number	2007 TD 002009
Description	PPTS 151 LLC VS

Action **TAX DEED APPLICATION**

Judge

Received From **PPTS 151 LLC**

On Behalf Of **PPTS 151 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 05/07/2009 11:38:51

Comments ONCORE TRANS 733663



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 Ver](#)

General Information

Reference: 102S301000002010
Account: 053159000
Owners: ELLIOTT MITZI L
Mail: 900 SALT LICK CREEK RD
 PLEASANT SHADE, TN 371456014
Situs: 904 BELAIR RD
Use Code: SINGLE FAMILY RESID
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: \$5
Land: \$1
Total: \$6

[Save Our Homes:](#)

[Disclaimer](#)

[Amendment 1 Calculati](#)

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
02/2005	5583	0761	\$100	CJ	View Instr
12/2002	5039	0829	\$100	WD	View Instr
12/1995	3887	0944	\$28,500	WD	View Instr
04/1995	3759	0155	\$26,000	CT	View Instr
08/1992	3226	0215	\$34,000	WD	View Instr

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

2008 Certified Roll Exemption

None

Legal Description

LT 2 BLK 10 MONTCLAIR UNIT
NO 1 PB 4 P 63 OR 3887 P
944...

Extra Features

PATIO

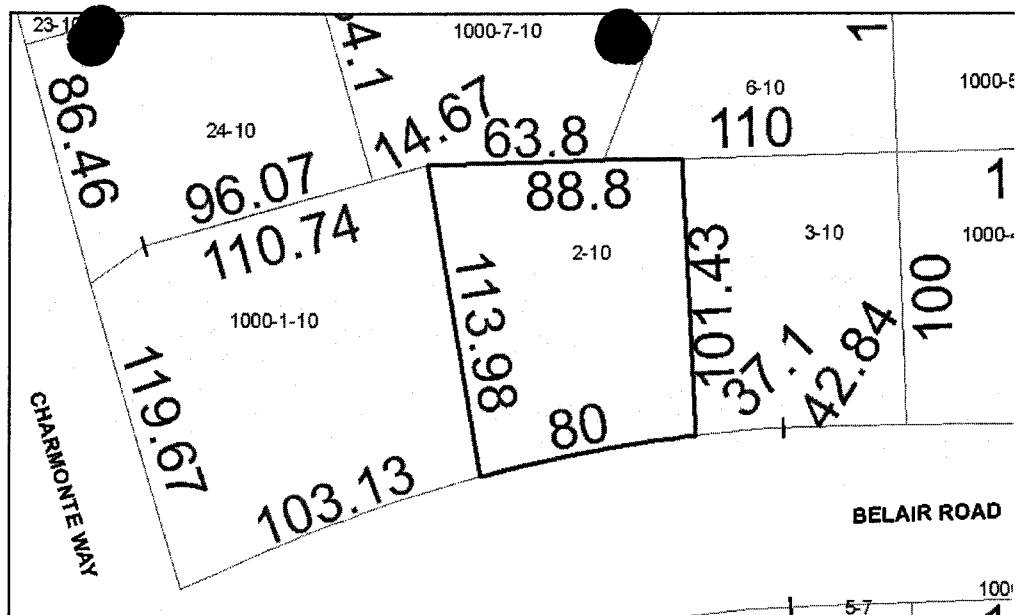
Parcel Information

[View Onl](#)

Section
Map Id:
 46-1S-30-2

Approx.
Acreage:
 0.1900

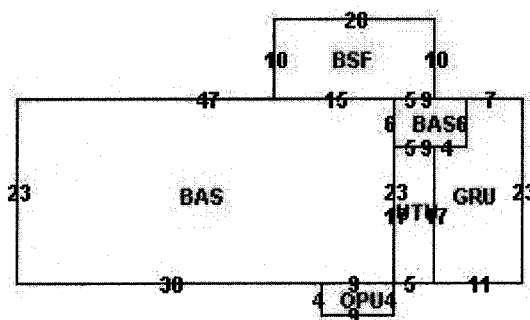
County



Building 1 - Address: 904 BELAIR RD, Year Built: 1959

FOUNDATION-SLAB ON GRADE
EXTERIOR WALL-VINYL SIDING
NO. PLUMBING FIXTURES (5)
DWELLING UNITS (1)
ROOF FRAMING-GABLE
ROOF COVER-COMPOSITION SHG
INTERIOR WALL-DRYWALL-PLASTER
FLOOR COVER-CARPET
NO. STORIES (1)
DECOR/MILLWORK-AVERAGE
HEAT/AIR-CENTRAL H/AC
STRUCTURAL FRAME-WOOD FRAME

BASE AREA - 1135
BASE SEMI FIN - 200
GARAGE UNFIN - 229
OPEN PORCH UNF - 36
UTILITY UNF - 85



Images



12/30/02

The primary use of the assessment data is for the preparation of the current year tax return. No responsibility or liability is assumed for inaccuracies or errors.

Notice to Tax Collector of Application for Tax Deed

TO: Tax Collector of Escambia County

In accordance with Florida Statutes, I,

**PPTS 151 LLC
P.O. BOX 2288
MORRISTOWN, New Jersey, 07962-2288**

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
2009	05-3159-000	06/01/2007	10-2S3-010 LT 2 BLK 10 MONTCLAIR UNIT NO 1 PB 4 P 63 OR 3887 P 944 OR 5039 P 829 SEC 10/12 T 2S R 30

2008 TAX ROLL

ELLIOTT MITZI L
900 SALT LICK CREEK RD
PLEASANT SHADE TN, Tennessee
371456014

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.

ddewitt (Donna Ernwein)
Applicant's Signature

04/27/2009
Date