FORM 513
(r.12/00)

TAX COLLECTOR'S CERTIFICATION

Application
Date / Number
Apr 27, 2009 / 1321

This is to certify that the holder listed below of Tax Sale Certificate Number **2007 / 2939** , 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:** 07-1886-500

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

Property Owner:
KINNARD HARRIS P
1302 N 46TH AVE
PENSACOLA FL, FLORIDA 32506

Legal Description: 34-2S3-011
LT 3 BLK 9 1ST ADDN TO PEN HAVEN PB 3 P 14 OR 5548 P 1482 CA 173

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	2939	06/01/07	$905.59	$0.00	$45.28	$950.87

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	3650	05/30/08	$809.75	$6.25	$145.76	$961.76

1. Total of all Certificates in Applicant's Possession and Cost of the Certificates Redeemed by Applicant or Included (County)	$1,912.63
2. Total of Delinquent Taxes Paid by Tax Deed Application	$0.00
3. Total of Current Taxes Paid by Tax Deed Applicant (2008)	$188.37
4. Ownership and Encumbrance Report Fee	$125.00
5. Tax Deed Application Fee	$75.00
6. Total Certified by Tax Collector to Clerk of Court	$2,301.00
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	$2,301.00
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	$2,301.00
16. Redemption Fee	$6.25
17. Total Amount to Redeem	$2,307.25

*Done this 27th day of April, 20 09

TAX COLLECTOR, ESCAMBIA COUNTY, FLORIDA

By [signature]

Date of Sale: September 8, 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

GREAT SEAL OF THE STATE OF FLORIDA
IN GOD WE TRUST

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 002939
00088228927
Dkt: TD83 Pg#:

2

Original Documents Follow

OR BK 5561 PG0255
Escambia County, Florida
INSTRUMENT 2005-324532

RCD Jan 19, 2005 01:37 pm
Escambia County, Florida

ERNIE LEE MAGAHA
Clerk of the Circuit Court
INSTRUMENT 2005-324532

Order Legal Descriptions

Full Legal Description:
THE FOLLOWING DESCRIBED LAND, SITUATE, LYING AND BEING IN ESCAMBIA COUNTY, FLORIDA, TO-WIT: LOT 2, IN BLOCK 9, OF PEN HAVEN SUBDIVISION, 1ST ADDITION, A SUBDIVISION OF A PORTION OF SECTION 34, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, AT PAGE 14, AND AS FURTHER RECORDED IN OFFICIAL RECORDS BOOK 887, PAGE 692, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA. BEING THE SAME PROPERTY CONVEYED TO HARRIS PRESTON KINNARD BY DEED FROM U.S. BANK NATIONAL ASSOCIATION, F/K/A FIRST BANK NATIONAL ASSOCIATION, TRUSTEE U/A DATED 3/1/97 RECORDED 01/09/2004 IN DEED BOOK 5323 PAGE 1730, IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA. TAX ID# 07 1885 500
Brief Legal Description:
No brief legal description associated with this order.

EXHIBIT "A"

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
$62,100.00	12-17-2004		***	0101 / 3170		V4GN9	

References in the shaded area are for our 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: HARRIS P KINNARD (SSN: [redacted]
4550 LILLIAN HWY
PENSACOLA, FL 32507-0000

Lender: REGIONS BANK
UNIVERSITY - PENSACOLA
6677 NORTH DAVIS HIGHWAY
PENSACOLA, FL 32504

This EXHIBIT "A" is attached to and by this reference is made a part of the Equity AssetLine Agreement, dated December 17, 2004, and executed in connection with a loan or other financial accommodations between REGIONS BANK and HARRIS P KINNARD.

THIS EXHIBIT "A" IS EXECUTED ON DECEMBER 17, 2004.

BORROWER:

X [signature]
HARRIS P KINNARD

OR BK 5561 PG0253
Escambia County, Florida
INSTRUMENT 2005-324532

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

GRANTOR:

X Harris P Kinnard

HARRIS P KINNARD

WITNESSES:

X Tami Newton

Tami Newton

X Shannon M

Shannon Martin

INDIVIDUAL ACKNOWLEDGMENT

Shannon Martin
My Commission DD133268
Expires July 11, 2006

STATE OF Florida)
) **SS**
COUNTY OF Escambia)

The foregoing instrument was acknowledged before me this 17th day of December, 2004 by **HARRIS P KINNARD**, who is personally known to me or who has produced FLDL as identification and did / did not take an oath.

Shannon Mar
(Signature of Person Taking Acknowledgment)

Shannon Martin
(Name of Acknowledger Typed, Printed or Stamped)

(Title or Rank)

(Serial Number, if any)

trust or mortgage; obtaining a writ of attachment or imposition of a receiver; or exercising any rights relating to personal property, including taking or disposing of such property with or without judicial process pursuant to Article 9 of the Uniform Commercial Code. Any disputes, claims, or controversies concerning the lawfulness or reasonableness of any act, or exercise of any right, concerning any Property, including any claim to rescind, reform, or otherwise modify any agreement relating to the Property, shall also be arbitrated, provided however that no arbitrator shall have the right or the power to enjoin or restrain any act of any party. Judgment upon any award rendered by any arbitrator may be entered in any court having jurisdiction. Nothing in this Mortgage shall preclude any party from seeking equitable relief from a court of competent jurisdiction. The statute of limitations, estoppel, waiver, laches, and similar doctrines which would otherwise be applicable in an action brought by a party shall be applicable in any arbitration proceeding, and the commencement of an arbitration proceeding shall be deemed the commencement of an action for these purposes. The Federal Arbitration Act shall apply to the construction, interpretation, and enforcement of this arbitration provision.

Caption Headings. Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

Governing Law. This Mortgage will be governed by and interpreted in accordance with federal law and the laws of the State of Florida. This Mortgage has been accepted by Lender in the State of Florida.

No Waiver by Lender. Grantor understands Lender will not give up any of Lender's rights under this Mortgage unless Lender does so in writing. The fact that Lender delays or omits to exercise any right will not mean that Lender has given up that right. If Lender does agree in writing to give up one of Lender's rights, that does not mean Grantor will not have to comply with the other provisions of this Mortgage. Grantor also understands that if Lender does consent to a request, that does not mean that Grantor will not have to get Lender's consent again if the situation happens again. Grantor further understands that just because Lender consents to one or more of Grantor's requests, that does not mean Lender will be required to consent to any of Grantor's future requests. Grantor waives presentment, demand for payment, protest, and notice of dishonor.

Severability. If a court finds that any provision of this Mortgage is not valid or should not be enforced, that fact by itself will not mean that the rest of this Mortgage will not be valid or enforced. Therefore, a court will enforce the rest of the provisions of this Mortgage even if a provision of this Mortgage may be found to be invalid or unenforceable.

Merger. There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Successors and Assigns. Subject to any limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Mortgage.

Waive Jury. All parties to this Mortgage hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

DEFINITIONS. The following words shall have the following meanings when used in this Mortgage:

Borrower. The word "Borrower" means HARRIS P KINNARD and includes all co-signers and co-makers signing the Credit Agreement.

Credit Agreement. The words "Credit Agreement" mean the credit agreement dated December 17, 2004, **with credit limit of $62,100.00** 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. **NOTICE TO GRANTOR: THE CREDIT AGREEMENT CONTAINS A VARIABLE INTEREST RATE.**

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Mortgage in the events of default section of this Mortgage.

Grantor. The word "Grantor" means HARRIS P KINNARD.

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, guaranties, 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.

further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Credit Agreement, this Mortgage, and the Related Documents, and (2) the liens and security interests created by this Mortgage as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Grantor pays all the Indebtedness when due, terminates the credit line account, and otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

EVENTS OF DEFAULT. Grantor will be in default under this Mortgage if any of the following happen: (A) Grantor commits fraud or makes a material misrepresentation at any time in connection with the Credit Agreement. This can include, for example, a false statement about Grantor's income, assets, liabilities, or any other aspects of Grantor's financial condition. (B) Grantor does not meet the repayment terms of the Credit Agreement. (C) Grantor's action or inaction adversely affects the collateral or Lender's rights in the collateral. This can include, for example, failure to maintain required insurance, waste or destructive use of the dwelling, failure to pay taxes, death of all persons liable on the account, transfer of title or sale of the dwelling, creation of a senior lien on the dwelling without Lender's permission, foreclosure by the holder of another lien, or the use of funds or the dwelling for prohibited purposes.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of an Event of Default and at any time thereafter, Lender, at Lender's option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Grantor would be required to pay.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Judicial Foreclosure. Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property.

Deficiency Judgment. If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

Other Remedies. Lender shall have all other rights and remedies provided in this Mortgage or the Credit Agreement or available at law or in equity.

Sale of the Property. To the extent permitted by applicable law, Grantor hereby waives any and all right to have the Property marshalled. In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Notice of Sale. Lender will give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

Election of Remedies. All of Lender's rights and remedies will be cumulative and may be exercised alone or together. An election by Lender to choose any one remedy will not bar Lender from using any other remedy. If Lender decides to spend money or to perform any of Grantor's obligations under this Mortgage, after Grantor's failure to do so, that decision by Lender will not affect Lender's right to declare Grantor in default and to exercise Lender's remedies.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender'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 Indebtedness payable on demand and shall bear interest at the Credit Agreement rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's reasonable attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including reasonable attorneys' fees and expenses 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.

NOTICES. Any notice required to be given under this Mortgage, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Mortgage. Any person may change his or her address for notices under this Mortgage by giving written notice to the other person or persons, specifying that the purpose of the notice is to change the person's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors. It will be Grantor's responsibility to tell the others of the notice from Lender.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Mortgage:

Amendments. What is written in this Mortgage and in the Related Documents is Grantor's entire agreement with Lender concerning the matters covered by this Mortgage. To be effective, any change or amendment to this Mortgage must be in writing and must be signed by whoever will be bound or obligated by the change or amendment.

Arbitration. Grantor and Lender agree that all disputes, claims and controversies between us whether individual, joint, or class in nature, arising from this Mortgage or otherwise, including without limitation contract and tort disputes, shall be arbitrated pursuant to the Rules of the American Arbitration Association in effect at the time the claim is filed, upon request of either party. No act to take or dispose of any Property shall constitute a waiver of this arbitration agreement or be prohibited by this arbitration agreement. This includes, without limitation, obtaining injunctive relief or a temporary restraining order; invoking a power of sale under any deed of repair, Grantor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Mortgage. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

LENDER'S EXPENDITURES. If Grantor fails (A) to keep the Property free of all taxes, liens, security interests, encumbrances, and other claims, (B) to provide any required insurance on the Property, or (C) to make repairs to the Property then Lender may do so. If any action or proceeding is commenced that would materially affect Lender's interests in the Property, then Lender on Grantor's behalf may, but is not required to, take any action that Lender believes to be appropriate to protect Lender's interests. All expenses incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Credit Agreement from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Credit Agreement and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Credit Agreement; or (C) be treated as a balloon payment which will be due and payable at the Credit Agreement's maturity. The Mortgage also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of any default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Mortgage:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Promises. All promises, agreements, and statements Grantor has made in this Mortgage shall survive the execution and delivery of this Mortgage, shall be continuing in nature and shall remain in full force and effect until such time as Grantor's Indebtedness is paid in full.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Mortgage:

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Lender in connection with the condemnation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Mortgage:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all intangible personal property taxes, documentary stamp taxes, fees, and other charges for recording or registering this Mortgage.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax, including without limitation an intangible personal property tax, upon this type of Mortgage or upon all or any part of the Indebtedness secured by this Mortgage; (2) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the Indebtedness secured by this type of Mortgage; (3) a tax on this type of Mortgage chargeable against the Lender or the holder of the Credit Agreement; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Grantor.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Mortgage as a security agreement are a part of this Mortgage:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Mortgage may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Mortgage.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Mortgage:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of 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; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage.

Subsequent Liens. Grantor shall not allow any subsequent liens or mortgages on all or any portion of the Property without the prior written consent of Lender.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Florida law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Mortgage:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of any liens having priority over or equal to the interest of Lender under this Mortgage, except for those liens specifically agreed to in writing by Lender, and except for the lien of taxes and assessments not due as further specified in the Right to Contest paragraph.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and reasonable attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Mortgage:

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of ten (10) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and

OR BK 5561 PG0248
Escambia County, Florida
INSTRUMENT 2005-324532

MTG DOC STAMPS PD @ ESC CO $ 217.35
01/19/05 ERNIE LEE MAGAHA, CLERK

INTANGIBLE TAX PD @ ESC CO $ 124.20
01/19/05 ERNIE LEE MAGAHA, CLERK

#10 69.50 217.35 124.20

WHEN RECORDED MAIL TO:
Regions Loan Servicing Release
P O Box 4897
Montgomery, AL 36103

This Mortgage prepared by:

Name: KRISTY MANLEY
Company: REGIONS BANK
Address: 6677 NORTH DAVIS HIGHWAY, PENSACOLA, FL 32504

DOC485051000005100811050000000

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 $62,100.00., 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 December 17, 2004, is made and executed between HARRIS P KINNARD, A/K/A HARRIS PRESTON KINNARD, AN UNMARRIED MAN, whose address is 4550 LILLIAN HWY, PENSACOLA, FL 32507-0000 (referred to below as "Grantor") and REGIONS BANK, whose address is 6677 NORTH DAVIS HIGHWAY, PENSACOLA, FL 32504 (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 4550 LILLIAN HWY, PENSACOLA, FL 32507-0000.

REVOLVING LINE OF CREDIT. This Mortgage secures the indebtedness including, without limitation, a revolving line of credit under which, upon request by Grantor, Lender, within twenty (20) years from the date of this Mortgage, may make future advances to Grantor. 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 $62,100.00, 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

OR BK 5548 PG1484
Escambia County, Florida
INSTRUMENT 2004-316674

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: 46th Avenue

Legal Address of Property: 1302 46th Avenue

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

This form completed by: Anne I. Tucci
721 Welty Street
Greensburg, PA 15601

RCD Dec 27, 2004 04:19 pm
Escambia County, Florida
ERNIE LEE MAGAHA
Clerk of the Circuit Court
INSTRUMENT 2004-316674

WITNESSES AS TO SELLER(S):

1) Print name: RUDOLPH A TUCCI
of witness

Anne I. Tucci

2) Print name: MICHAEL TUCCI
of witness

WITNESSES AS TO BUYER(S):

Print name: Linda Frassetti

Harris Preston Kinard

Print name: Rhonda H. Sellars

This form approved by the
Escambia County Board of
County Commissioners

OR BK 5548 PG1483
Escambia County, Florida
INSTRUMENT 2004-316674

Schedule "A"

Lot 3, Block 9, First Addition to PENN HAVEN, a subdivision of a portion of Section 34, Township 2 South, Range 30 West, Escambia County, Florida, according to Plat Book 3 at Page 14 of the public records of said County.

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) nor any members of the household of Grantor(s) reside thereon.

PNS-04-06981

27.00
245.00

PREPARED BY:

RECORD & RETURN TO:

Prepared by:

Lawyers Title Agency of North Florida, Inc.

721 East Gregory Street

Pensacola, FL 32501

OR BK 5548 PG1482
Escambia County, Florida
INSTRUMENT 2004-316674

DEED DOC STAMPS PD @ ESC CO $ 245.00
12/27/04 ERNIE LEE MAGAHA, CLERK

File No: PNS-04-06981

This Warranty Deed

Made this ~~22nd~~ 18th day of December A.D. 2004 by **Anne I. Tucci**, hereinafter called the grantor, to **Harris Preston KINNARD**, whose post office address is: ....11225 Lillian Highway, Pensacola, FL 32506..........hereinafter called the grantee:

(Whenever used herein the term "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:

- **see attached Schedule "A" for legal description –**

SUBJECT TO covenants, restrictions, easements of record and taxes for the current year.

Parcel Identification Number: 34-2S-30-1151-030-009

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, 2004**.

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:

1st Witness Sign: Rudolph A Tucci
Print Name: RUDOLPH A TUCCI

2nd Witness Sign: [signature]
Print Name: MICHAEL TUCCI

Anne I. Tucci (signature)
Anne I. Tucci

721 Welty Street

Greensburg, PA 15601

State of Pennsylvania

County of WESTMORELAND

The foregoing instrument was acknowledged before me this 18 day of December ,2004, by Anne I. Tucci, who is personally known to me OR who has produced PA DLicense as identification

Notary Signature: [signature]

Print Name:

My Commission Expires:

(SEAL)

Notarial Seal
Michael J. Vill, Notary Public
Hempfield Twp., Westmoreland County
My Commission Expires Oct. 28, 2005
Member, Pennsylvania Association Of Notaries

SOUTHERN GUARANTY TITLE COMPANY

4400 BAYOU BLVD., SUITE 13-B, CORDOVA SQUARE
PENSACOLA, FLORIDA 32503
TEL. (850) 478-8121 FAX (850) 476-1437
Email: rcsgt@aol.com

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

CERTIFICATION: TITLE SEARCH FOR TDA

TAX DEED SALE DATE: 09-08-09

TAX ACCOUNT NO.: 07-1886-500

CERTIFICATE NO.: 2007-2939

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 2008 tax year.

Harris Preston Kinnard
1302 N. 46th Ave.
Pensacola, FL 32506

Regions Bank
70 N. Baylen St.
Pensacola, FL 32502
and
P.O. Box 4897
Montgomery, AL 36103

Certified and delivered to Escambia County Tax Collector, this 20th 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.: 7132 May 15, 2009

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

1. That certain mortgage executed by Harris Preston Kinnard in favor of Regions Bank dated December 17, 2004 and recorded January 9, 2005 in Official Records Book 5561, page 248 of the public records of Escambia County, Florida, in the original amount of $62,100.00.

2. 2007 certificate delinquent. The assessed value is $31,994.00. Tax ID 07-1886-500.

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.: 7132

May 15, 2009

Lot 3, Block 9, First Addition to Pen Haven, according to the plat thereof recorded in Plat Book 3, Page 14, Public Records of Escambia County, Florida.

Southern Guaranty Title Company

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

OWNERSHIP AND ENCUMBERANCE REPORT

File No.: 7132

May 15, 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 05-15-89, through 05-15-09, and said search reveals the following:

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

   Harris Preston Kinnard

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 15, 2009

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 002939
00022831953
Dkt: TD82 Pg#:

16

Original Documents Follow

DR-512
R.05/88

Application Number: 1321

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
2939	07-1886-500	06/01/2007	34-2S3-011 LT 3 BLK 9 1ST ADDN TO PEN HAVEN PB 3 P 14 OR 5548 P 1482 CA 173

2008 TAX ROLL
KINNARD HARRIS P
1302 N 46TH AVE
PENSACOLA FL, Florida 32506

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) — 04/27/2009

Applicant's Signature — Date

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

Receipt Type	**Case**	Outstanding Amount	**0.00**
Receipt Number	**1013313**	Receipt Date	**05/08/2009**

Case Number	**2007 TD 002939**
Description	**TARPON IV LLC VS**

Action	**TAX DEED APPLICATION**
Judge	
Received From	**TARPON IV LLC**
On Behalf Of	**TARPON IV LLC**

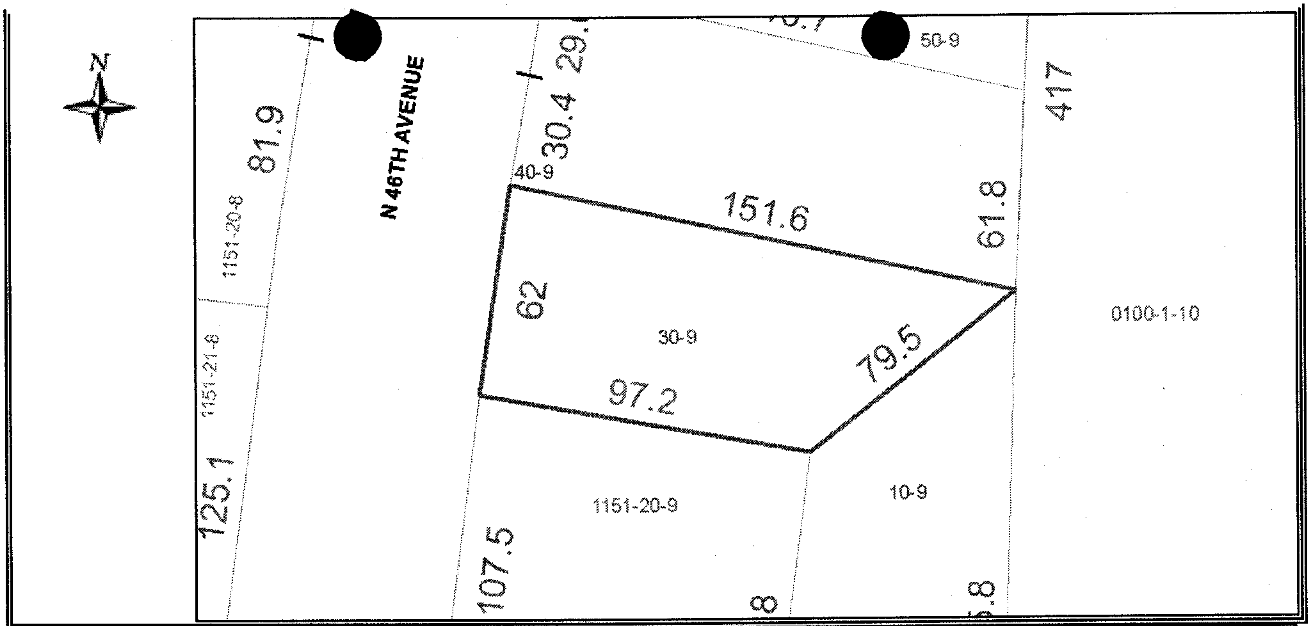
Total Received	**330.00**
Net Received	**330.00**
Change	**0.00**

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 15:43:13

Comments ONCORE TRANS 733663

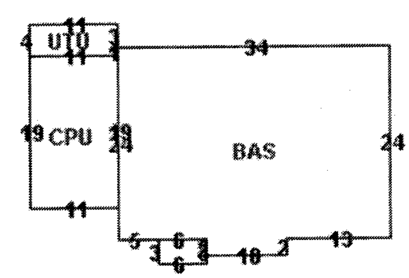


Buildings

Building 1 - Address:1302 N 46TH AVE, Year Built: 1953

Structural Elements
FOUNDATION-SLAB ON GRADE
EXTERIOR WALL-ALUMINUM SIDING
NO. PLUMBING FIXTURES (3)
DWELLING UNITS (1)
ROOF FRAMING-GABLE
ROOF COVER-COMPOSITION SHG
INTERIOR WALL-DRYWALL-PLASTER
FLOOR COVER-ASPHALT TILE
NO. STORIES (1)
DECOR/MILLWORK-AVERAGE
HEAT/AIR-WALL/FLOOR FURN
STRUCTURAL FRAME-WOOD FRAME

Areas - 1107 Total SF
BASE AREA - 836
CARPORT UNF - 209
OPEN PORCH UNF - 18
UTILITY UNF - 44



Images

02/19/03

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.

ECPA Home | Contact Us | Internet Map Service

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: 342S301151030009
Account: 071886500
Owners: KINNARD HARRIS P
Mail: 1302 N 46TH AVE
PENSACOLA, FL 32506
Situs: 1302 N 46TH AVE
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:	$26,678
Land:	$10,944
Total:	$37,622
Save Our Homes:	$31,994

Disclaimer

Amendment 1 Calculations

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
12/2004	5548	1482	$35,000	WD	View Instr
09/1998	4312	1067	$100	QC	View Instr
03/1998	4238	0959	$26,600	QC	View Instr
04/1996	3971	0082	$30,000	WD	View Instr

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

2008 Certified Roll Exemptions

HOMESTEAD EXEMPTION

Legal Description

LT 3 BLK 9 1ST ADDN TO PEN HAVEN PB 3 P 14 OR 5548 P 1482...

Extra Features

None

Parcel Information

View Online Map

Section Map Id:
CA173

Approx. Acreage:
0.1800

County Zoned:
R-2

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

Receipt Type	**Case**	Outstanding Amount	**0.00**
Receipt Number	**1022397**	Receipt Date	**06/03/2009**

Case Number **2007 TD 002939**

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 11:21:10

Comments ONCORE CLERK ADV 737637

Search Property | Property Sheet | Lien Holder's | Sold To | Redemption | Forms | Courtview

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

Tax Deed - Redemption Calculator

Account: 071886500 Certificate Number: 002939 of 2007

Redemption: No | Application Date: 04/27/2009 | Interest Rate: 18%

	Final Redemption Payment ESTIMATED	Redemption Overpayment ACTUAL
	Auction Date 09/08/2009	Redemption Date 06/02/2009
Months	5	2
Tax Collector	$2,301.00	$0.00
Tax Collector Interest	$172.58	$0.00
Tax Collector Fee	$6.25	$0.00
Total Tax Collector	$2,479.83	$0.00
Clerk Fee	$60.00	$0.00
Sheriff Fee	$120.00	$0.00
Legal Advertisement	$210.00	$0.00
App. Fee Interest	$29.25	$0.00
Total Clerk	$419.25	$0.00
Postage	$18.00	$0.00
Researcher Copies	$11.00	$0.00
Total Redemption Amount	$2,928.08	$0.00
	Repayment Overpayment Refund Amount	$2,928.08 + 15997

Notes: 18925.08

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CLERK OF THE CIRCUIT COURT
ARCHIVES AND RECORDS
CHILDSUPPORT
CIRCUIT CIVIL
CIRCUIT CRIMINAL
COUNTY CIVIL
COUNTY CRIMINAL
DOMESTIC RELATIONS
FAMILY LAW
JURY ASSEMBLY
JUVENILE
MENTAL HEALTH
MIS
OPERATIONAL SERVICES
PROBATE
TRAFFIC

COUNTY OF ESCAMBIA
OFFICE OF THE
CLERK OF THE CIRCUIT COURT

BRANCH OFFICES
ARCHIVES AND RECORDS
JUVENILE DIVISION
CENTURY

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

Case # 2007 TD 002939
Redeemed Date 07/13/2009
Name HARRIS KINNARD 1302 N 46TH AVE PENSACOLA FL 32506

☐ Clerk's Total = TAXDEED	$419.25
☐ Due Tax Collector = TAXDEED	$2,479.83
☐ Postage = TD2	$18.00
☐ ResearcherCopies = TD6	$11.00

Apply Docket Codes

• **For Office Use Only**

Date	Docket	Desc	Amount Owed	Amount Due	Payee Name
05/08/2007	TD1	TAX DEED APPLICATION Receipt: 1013313 Date: 05/08/2009	60.00	0.00	
05/08/2007	TAXDEED	TAX DEED CERTIFICATES Receipt: 1013313 Date: 05/08/2009	270.00	0.00	
06/03/2009	TAXDEED	TAX DEED CERTIFICATES Receipt: 1022397 Date: 06/03/2009	60.00	0.00	
06/04/2009	TD82	O & E REPORT	0.00	0.00	
06/04/2009	TD83	TAX COLLECTOR CERTIFICATION	0.00	0.00	

FINANCIAL SUMMARY

Rcd	Docket Application	Owed	Paid	Dismissed	Due
1	Service Charge	$60.00	$60.00	$0.00	$0.00
2	Holding	$330.00	$330.00	$0.00	$0.00
	TOTAL	**$390.00**	**$390.00**	**$0.00**	**$0.00**

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
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MIS
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JUVENILE DIVISION
CENTURY

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OFFICIAL RECORDS
COUNTY TREASURY
AUDITOR

ERNIE LEE MAGAHA, CLERK OF THE CIRCUIT COURT
Tax Certificate Redeemed From Sale
Account: 071886500 Certificate Number: 002939 of 2007

Payor: HARRIS KINNARD 1302 N 46TH AVE PENSACOLA FL 32506 **Date** 07/13/2009

Clerk's Check #	6321713	Clerk's Total	$419.25
Tax Collector Check #	1	Tax Collector's Total	$2,479.83
		Postage	$18.00
		Researcher Copies	$11.00
		Total Received	$2,928.08

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 of Escambia County Florida

Receipt Type	**Case**	Outstanding Amount	**0.00**
Receipt Number	**1037362**	Receipt Date	**07/13/2009**

Case Number	**2007 TD 002939**
Description	**TARPON IV LLC VS**

Action	**TAX DEED REDEMPTION**
Judge	
Received From	**HARRIS KINNARD**
On Behalf Of	**TARPON IV LLC**

Total Received	**2,928.08**
Net Received	**2,928.08**
Change	**0.00**

Receipt Payments	**Amount**	**Reference**	**Description**
Check	**2,928.08**	**6321713**	

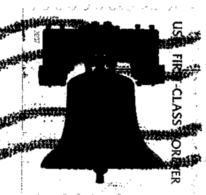
Receipt Applications	**Amount**
Holding	**2,899.08**
Service Charge	**29.00**

Deputy Clerk: mavila Transaction Date 07/13/2009 15:39:51

Comments

Harris Kinnard
1302 N. 46th Ave.
Pensacola FL. 32506

MIAMI FL 331
11 JUL 2009 PM 6 L



Escambia Co.
Clerk of The Court.
Tax Deeds Div.
221 Palafox Pl. Ste. 110
Pensacola FL. 32502

32502+5833

ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT
ARCHIVES AND RECORDS
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OFFICE OF THE
CLERK OF THE CIRCUIT COURT

BRANCH OFFICES
ARCHIVES AND RECORDS
JUVENILE DIVISION
CENTURY

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

Case # 2007 TD 002939
Redeemed Date 07/13/2009
Name HARRIS KINNARD 1302 N 46TH AVE PENSACOLA FL 32506

☐ Clerk's Total = TAXDEED	$419.25
☐ Due Tax Collector = TAXDEED	$2,479.83
☐ Postage = TD2	$18.00
☐ ResearcherCopies = TD6	$11.00

Apply Docket Codes

• **For Office Use Only**

Date	Docket	Desc	Amount Owed	Amount Due	Payee Name
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05/08/2007	TAXDEED	TAX DEED CERTIFICATES Receipt: 1013313 Date: 05/08/2009	270.00	0.00	
06/03/2009	TAXDEED	TAX DEED CERTIFICATES Receipt: 1022397 Date: 06/03/2009	60.00	0.00	
06/04/2009	TD82	O & E REPORT	0.00	0.00	
06/04/2009	TD83	TAX COLLECTOR CERTIFICATION	0.00	0.00	

FINANCIAL SUMMARY

Rcd	Docket Application	Owed	Paid	Dismissed	Due
1	Service Charge	$60.00	$60.00	$0.00	$0.00
2	Holding	$330.00	$330.00	$0.00	$0.00
	TOTAL	**$390.00**	**$390.00**	**$0.00**	**$0.00**

Search Property | Property Sheet | Lien Holder's | Redeem | Forms | Courtview
Redeemed From Sale

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

Tax Deed - Redemption Calculator

Account: 071886500 Certificate Number: 002939 of 2007

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

	Final Redemption Payment ESTIMATED	Redemption Overpayment ACTUAL
	Auction Date 09/08/2009	Redemption Date 07/13/2009
Months	5	3
Tax Collector	$2,301.00	$2,301.00
Tax Collector Interest	$172.58	$103.55
Tax Collector Fee	$6.25	$6.25
Total Tax Collector	$2,479.83	$2,410.80
Clerk Fee	$60.00	$60.00
Sheriff Fee	$120.00	$120.00
Legal Advertisement	$210.00	$210.00
App. Fee Interest	$29.25	$17.55
Total Clerk	$419.25	$407.55
Postage	$18.00	$18.00
Researcher Copies	$11.00	$11.00
Total Redemption Amount	$2,928.08	$2,847.35
	Repayment Overpayment Refund Amount	$80.73 + 120 + 210 = 410.73

Notes:
ACTUAL SHERIFF $80.00 COM FEE $18.50
7/10/09 MR. KINNARD CALLED FRM THE BANK TO GET AMT FOR CASHIERS CHECK...BBR

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THE REVERSE SIDE OF THIS DOCUMENT INCLUDES MICROPRINTED ENDORSEMENT LINES AND ARTIFICIAL WATERMARK - HOLD AT AN ANGLE TO VIEW

ERNIE LEE MAGAHA
CLERK OF THE COURT & COMPTROLLER
P.O. BOX 333
PENSACOLA, FL 32591-0333
(850) 595-4140
REGISTRY ACCOUNT

Bank of America

PENSACOLA, FLORIDA

63-27
631

VOID AFTER 6 MONTHS

9000010937

PAY *THREE THOUSAND THREE HUNDRED FORTY EIGHT AND 19/100

TARPON IV LLC

TO THE ORDER OF TARPON IV LLC

DATE 07/14/2009

AMOUNT 3,348.19

Ernie Lee Magaha

ERNIE LEE MAGAHA, CLERK OF THE COURT

HEAT SENSITIVE COLOR FADES WITH HEAT

⑈9000010937⑈ ⑆063100277⑆ 898033991356⑈

ERNIE LEE MAGAHA
CLERK OF THE COURT & COMPTROLLER

9000010937

Date	Case Number	Description	Amount
07/14/2009	2007 TD 001185	PAYMENT TAX DEEDS	407.55
07/14/2009	2007 TD 000597	PAYMENT TAX DEEDS	407.55
07/14/2009	2007 TD 000714	PAYMENT TAX DEEDS	454.58
07/14/2009	2007 TD 000619	PAYMENT TAX DEEDS	825.55
07/14/2009	2007 TD 002939	PAYMENT TAX DEEDS	407.55
07/14/2009	2007 TD 001316	PAYMENT TAX DEEDS	437.86
07/14/2009	2007 TD 000708	PAYMENT TAX DEEDS	407.55

9000010937

Check: 9000010937 07/14/2009 TARPON IV LLC Check Amount: 3,348.19

ERNIE LEE MAGAHA
CLERK OF THE COURT & COMPTROLLER
P.O. BOX 333
PENSACOLA, FL 32591-0333
(850) 595-4140
REGISTRY ACCOUNT

Bank of America
PENSACOLA, FLORIDA
63-27
631
VOID AFTER 6 MONTHS

9000010918

PAY *FORTY SEVEN THOUSAND ONE HUNDRED FIFTY TWO AND 34/100

JANET HOLLEY TAX COLLECTOR

TO THE ORDER OF
JANET HOLLEY TAX COLLECTOR
213 PALAFOX PLACE
PENSACOLA, FL 32502

DATE 07/14/2009
AMOUNT 47,152.34

Ernie Lee Magaha
ERNIE LEE MAGAHA, CLERK OF THE COURT

HEAT SENSITIVE COLOR FADES WITH HEAT

⑈9000010918⑈ ⑆063100277⑆ 898033991356⑈

ERNIE LEE MAGAHA
CLERK OF THE COURT & COMPTROLLER

9000010918

Date	Case Number	Description	Amount
07/14/2009	2007 TD 002133	PAYMENT TAX DEEDS	6.25 ✓
07/14/2009	2007 TD 002324	PAYMENT TAX DEEDS	6.25 ✓
07/14/2009	2007 TD 004208	PAYMENT TAX DEEDS	6.25 ✓
07/14/2009	2007 TD 001185	PAYMENT TAX DEEDS	5,952.43 ✓
07/14/2009	2007 TD 002939	PAYMENT TAX DEEDS	2,410.80 ✓
07/14/2009	2007 TD 000708	PAYMENT TAX DEEDS	20,625.92 ✓
07/14/2009	2007 TD 000714	PAYMENT TAX DEEDS	2,248.14 ✓
07/14/2009	2007 TD 000025	PAYMENT TAX DEEDS	6.25 ✓
07/14/2009	2007 TD 000682	PAYMENT TAX DEEDS	6.25 ✓
07/14/2009	2007 TD 000597	PAYMENT TAX DEEDS	8,203.61 ✓

There are additional check details for this check that total: 7,680.19

9000010918

Check: 9000010918 07/14/2009 JANET HOLLEY TAX COLLECTOR Check Amount: 47,152.34

07 TD 896	6.25
07 TD 5591	6.25
07 TD 46	6.25
07 TD 619	5,224.89
07 TD 1316	2,436.55

THE REVERSE SIDE OF THIS DOCUMENT INCLUDES MICROPRINTED ENDORSEMENT LINES AND ARTIFICIAL WATERMARK - HOLD AT AN ANGLE TO VIEW

ERNIE LEE MAGAHA
CLERK OF THE COURT & COMPTROLLER
P.O. BOX 333
PENSACOLA, FL 32591-0333
(850) 595-4140
REGISTRY ACCOUNT

Bank of America
PENSACOLA, FLORIDA
63-27
631
VOID AFTER 6 MONTHS

9000010909

PAY *FOUR HUNDRED TEN AND 73/100

HARRIS KINNARD

TO THE ORDER OF
HARRIS KINNARD
1302 N 46TH AVE
PENSACOLA, FL 32506

DATE 07/14/2009
AMOUNT 410.73

Ernie Lee Magaha
ERNIE LEE MAGAHA, CLERK OF THE COURT

HEAT SENSITIVE COLOR FADES WITH HEAT

⑈9000010909⑈ ⑆063100277⑆ 898033991356⑈

ERNIE LEE MAGAHA
CLERK OF THE COURT & COMPTROLLER

9000010909

Date	Case Number	Description	Amount
07/14/2009	2007 TD 002939	PAYMENT TAX DEEDS	410.73

9000010909

Check: 9000010909 07/14/2009 HARRIS KINNARD Check Amount: 410.73

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

GREAT SEAL OF THE STATE OF FLORIDA
IN GOD WE TRUST

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 002939
00056122326
Dkt: TD80 Pg#:

16

Original Documents Follow