

**ERNIE LEE MAGAHA**  
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

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**

**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

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Case: 2007 TD 004085



00063854949

Dkt: TD80 Pg#:

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28

**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  
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JUVENILE  
MENTAL HEALTH  
PROBATE  
TRAFFIC



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

BRANCH OFFICES  
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AUDITOR

5/27/2009

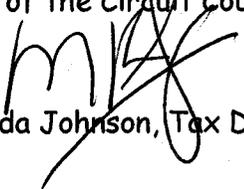
TAYLOR & VAN MATRE PA  
4300 BAYOU BLVD STE 16  
PENSACOLA FL 32503

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 5/19/2009 which generates a refund.

<u>Tax Cert. #</u>	<u>Account #</u>	<u>Sale</u>	<u>Refund</u>
04085/2007	09-3979-404	10/05/09	569.42

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

BRANCH OFFICES  
ARCHIVES AND RECORDS  
JUVENILE DIVISION  
CENTURY

CLERK TO THE BOARD OF  
COUNTY COMMISSIONERS

OFFICIAL RECORDS  
COUNTY TREASURY  
AUDITOR

5/27/2009

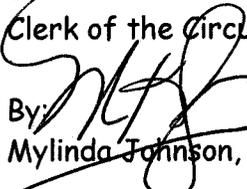
TARPON IV LLC  
P O BOX 100736  
ALTANTA GA 30384-0736

Dear Certificate Holder:

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

<u>Tax Cert. #</u>	<u>Account #</u>	<u>Sale</u>	<u>Appl. Fees</u>	<u>Interest</u>	<u>Total</u>
<u>No</u>		<u>Date</u>			
04085/2007	09-3979-404	10/05/09	330.00	4.95	334.95

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

By:   
Mylinda Johnson, Tax Deeds Division

Enclosure

Check Request Tax Cert 2007 TD 04085

File Edit View Insert Format Tools Message Help

Send Cut Copy Paste Undo Check Spelling Attach Priority Sign Encrypt Offline

To: Dana Moye  
Cc: Brenda Robinson; Carolyn Holland  
Subject: Check Request Tax Cert 2007 TD 04085

Optima 12 B I U A

2007 TD 04085

Janet Holley Tax Collector  
\$2911.38 (taxes due)

TARPON IV LLC  
P O Box 100736  
Atlanta GA 30384-0736  
\$334.95 (\$330.00 app fee, \$4.95 interest)

Taylor & Van Matre PA  
4300 Bayou Blvd Ste 16  
Pensacola FL 32503  
\$569.42 (refund overpayment)

MYLINDA K JOHNSON  
Escambia County  
Clerk of the Circuit Court  
Tax Deed Division  
850-595-3793  
[mjohnson@escambiaclerk.com](mailto:mjohnson@escambiaclerk.com)

close

Shortcut to alRedactor.exe

Start Janet Holley - [Delinquent] Courtview Oncore FullService Tran... Inbox - Outlook Express... Check Request Tax C... 10:18 AM



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

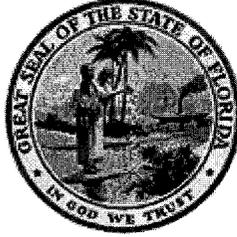
**Tax Deed - Redemption Calculator**  
**Account: 093979404 Certificate Number: 004085 of 2007**

Redemption  Yes  
 Application Date   
 Interest Rate

	Final Redemption Payment ESTIMATED	Redemption Overpayment ACTUAL
	Auction Date <input type="text" value="10/05/2009"/>	Redemption Date <input type="text" value="05/19/2009"/>
Months	6	1
Tax Collector	<input type="text" value="\$2,862.20"/>	<input type="text" value="\$2,862.20"/>
Tax Collector Interest	\$257.60	\$42.93
Tax Collector Fee	<input type="text" value="\$6.25"/>	<input type="text" value="\$6.25"/>
Total Tax Collector	\$3,126.05	<input type="text" value="\$2,911.38"/> <i>TCOLL</i>
Clerk Fee	<input type="text" value="\$60.00"/>	<input type="text" value="\$60.00"/>
Sheriff Fee	<input type="text" value="\$60.00"/>	<input type="text" value="\$60.00"/>
Legal Advertisement	<input type="text" value="\$210.00"/>	<input type="text" value="\$210.00"/>
App. Fee Interest	\$29.70	\$4.95
Total Clerk	\$359.70	<input type="text" value="\$334.95"/> <i>OM</i>
Postage	<input type="text" value="\$60.00"/>	<input type="text" value="\$0.00"/>
Researcher Copies	<input type="text" value="\$0.00"/>	<input type="text" value="\$0.00"/>
Total Redemption Amount	\$3,545.75	\$3,246.33
	Repayment Overpayment Refund Amount	<input type="text" value="\$299.42"/> <i>+ 270.00 / 569.42</i>

Notes

**ERNIE LEE MAGAHA**  
CLERK OF THE CIRCUIT COURT  
ARCHIVES AND RECORDS  
CHILDSUPPORT  
CIRCUIT CIVIL  
CIRCUIT CRIMINAL  
COUNTY CIVIL  
COUNTY CRIMINAL  
DOMESTIC RELATIONS  
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TRAFFIC



**BRANCH OFFICES**  
**ARCHIVES AND RECORDS**  
**JUVENILE DIVISION**  
**CENTURY**

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

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

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

**Account: 093979404 Certificate Number: 004085 of 2007**

**Payor: TAYLOR & VAN MATRE PA 4300 BAYOU BLVD STE 16 PENSACOLA FL 32503**      **Date**  
05/19/2009

Clerk's Check #	1	Clerk's Total	\$359.70
Tax Collector Check #	1	Tax Collector's Total	\$3,126.05
		Postage	\$60.00
		Researcher Copies	\$0.00
		Total Received	\$3,545.75

**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	<b>Case</b>	Outstanding Amount	<b>0.00</b>
Receipt Number	<b>1016875</b>	Receipt Date	<b>05/19/2009</b>

Case Number	<b>2007 TD 004085</b>
Description	<b>TARPON IV LLC VS</b>

Action **TAX DEED APPLICATION**

Judge

Received From **TAYLOR & VAN MATRE PA**

On Behalf Of **TARPON IV LLC**

Total Received	<b>3,545.75</b>
Net Received	<b>3,545.75</b>
Change	<b>0.00</b>

<b>Receipt Payments</b>	<b>Amount</b>	<b>Reference Description</b>
<b>Check</b>	<b>3,545.75</b>	<b>1600812443</b>

<b>Receipt Applications</b>	<b>Amount</b>
<b>Holding</b>	<b>3,545.75</b>

Deputy Clerk:           mkj                           Transaction Date    05/19/2009 09:58:16

Comments



Print Date:  
5/19/2009 9:52:47 AM

ERNIE LEE MAGAHA  
Clerk of the Circuit Court  
Escambia County, FL  
P.O. Box 333  
Pensacola, FL 32591  
850-595-3930

Transaction #: 735486  
Receipt #: 200917462  
Cashier Date: 5/19/2009 9:52:49 AM (MKJ)

Customer Information	Transaction Information	Payment Summary
(TXD) TAX DEED DIVISION CLERK OF THE CIRCUIT COURT 221 PALAFOX PLACE Pensacola, FL 32502	Date Received: 05/19/2009 Source Code: Over the Counter Q Code: Return Code: Government Trans Type: Recording Agent Ref Num:	Total Fees \$330.00 Total Payments \$330.00

**1 Payments**

 CLERK	\$330.00
---	----------

**0 Recorded Items**

**0 Search Items**

**1 Miscellaneous Items**

 (MISCFEE) MISCELLANEOUS FEES 2007 TD 04085 (OCT TAX DEED CASE)		
TAXCR	330	\$330.00

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

Receipt Type	<b>Case</b>	Outstanding Amount	<b>0.00</b>
Receipt Number	<b>1016869</b>	Receipt Date	<b>05/19/2009</b>

Case Number	<b>2007 TD 004085</b>
Description	<b>TARPON IV LLC VS</b>

Action **TAX DEED APPLICATION**

Judge

Received From **TARPON IV LLC**

On Behalf Of **TARPON IV LLC**

Total Received	<b>330.00</b>
Net Received	<b>330.00</b>
Change	<b>0.00</b>

<b>Receipt Payments</b>	<b>Amount</b>	<b>Reference</b>	<b>Description</b>
Cash	330.00	733663	

<b>Receipt Applications</b>	<b>Amount</b>
Holding	270.00
Service Charge	60.00

Deputy Clerk:           mkj                           Transaction Date   05/19/2009 09:53:43

Comments    ONCORE TRANS 733663 CLERK ADV PAYMENT



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

**Tax Deed - Redemption Calculator**  
Account: 093979404 Certificate Number: 004085 of 2007

Redemption  No  Application Date  Interest Rate

	Final Redemption Payment ESTIMATED	Redemption Overpayment ACTUAL
<del>X</del> Auction Date	<input type="text" value="10/05/2009"/>	Redemption Date <input type="text" value="05/07/2009"/> <input checked="" type="checkbox"/>
Months	6	1
Tax Collector	<input type="text" value="\$2,862.20"/>	<input type="text" value="\$0.00"/>
Tax Collector Interest	\$257.60	\$0.00
Tax Collector Fee	<input type="text" value="\$6.25"/>	<input type="text" value="\$0.00"/>
Total Tax Collector	\$3,126.05	\$0.00
Clerk Fee	<input type="text" value="\$60.00"/>	<input type="text" value="\$0.00"/>
Sheriff Fee	<input type="text" value="\$60.00"/>	<input type="text" value="\$0.00"/>
Legal Advertisement	<input type="text" value="\$210.00"/>	<input type="text" value="\$0.00"/>
App. Fee Interest	\$29.70	
Total Clerk	\$359.70	
Postage	<input type="text" value="\$60.00"/>	
Researcher Copies	<input type="text" value="\$0.00"/>	
Total Redemption Amount	* <input type="text" value="\$3,545.75"/>	\$0.00
Repayment Overpayment Refund Amount		\$3,545.75

850-4386500  
X 324  
Deputy  
Tackell

ACTUAL SHERIFF \$40.00

Notes

JAMES THORSEN

Submit

Reset

Print Preview

Attn Denise

479-4480

2006 & 08

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

Receipt Type **Case** Outstanding Amount **0.00**  
Receipt Number **1016859** Receipt Date **05/19/2009**

Case Number **2007 TD 004085**  
Description **TARPON IV LLC VS**

Action **TAX DEED APPLICATION**  
Judge  
Received From **TAYLOR & VAN MATRE PA**  
On Behalf Of **TARPON IV LLC**

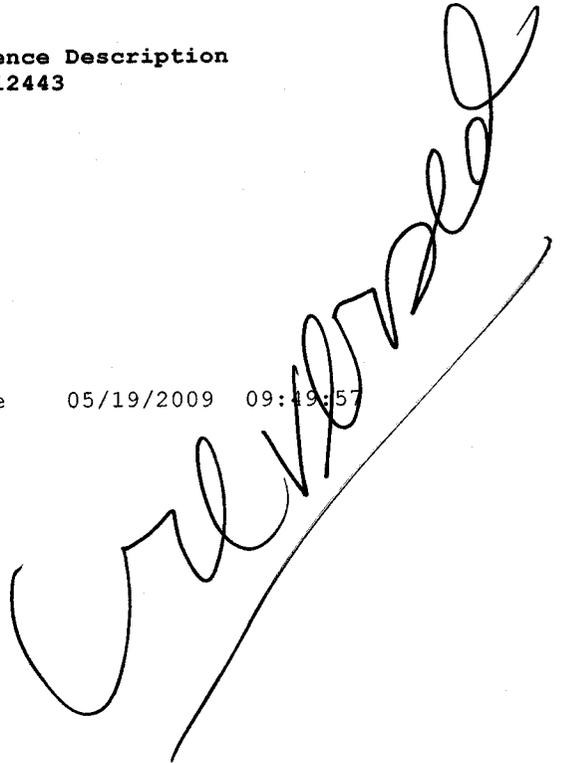
Total Received	<b>3,545.75</b>
Net Received	<b>330.00</b>
Change	<b>3,215.75</b>

Receipt Payments	Amount	Reference Description
Check	3,545.75	1600812443
Change	3,215.75-	

Receipt Applications	Amount
Holding	270.00
Service Charge	60.00

Deputy Clerk: **mkj** Transaction Date **05/19/2009 09:49:57**

Comments

A large, stylized handwritten signature in black ink, slanted upwards from left to right, positioned in the lower right quadrant of the document.

### 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:

<b>Certificate No.</b>	<b>Parcel ID Number</b>	<b>Date</b>	<b>Legal Description</b>
4085	09-3979-404	06/01/2007	18-2S3-134 LT 35 BLK B CATALINA MOBILE HOME SUB PHASE IV PB 17 P 57/57A OR 5427 P 220

**2008 TAX ROLL**

THORSEN JAMES A  
1447 LITTLE CREEK DR  
PENSACOLA FL, Florida 325068259

SUBJECT TO 2009 TAXES

Special Assessments appear on this property \_\_\_Yes \_\_\_No?

I agree to pay all delinquent taxes, redeem all outstanding certificates not in my possession, pay any omitted taxes, and pay current taxes, if due, covering the land, and pay any interest earned (a) on tax certificates not in my possession, (b) on omitted taxes or (c) on delinquent taxes. I also agree to pay all Tax Collector's fees, ownership and encumbrance reports costs, Clerk of the Court costs, charges and fees and Sheriff's costs, if applicable. Attached is the above-mentioned tax sale certificate on which this application is based and all other certificates of the same legal description which are in my possession.

GulfGroup2007 (ani goldenberg)

Applicant's Signature

04/27/2009

Date





# Chris Jones

## Escambia County Property Appraiser

- |                   |               |      |                     |                     |                   |         |
|-------------------|---------------|------|---------------------|---------------------|-------------------|---------|
| Chris Jones, ECPA | RECORD SEARCH | MAPS | GENERAL INFORMATION | GOVERNMENT AGENCIES | TANGIBLE PROPERTY | CAREERS |
|-------------------|---------------|------|---------------------|---------------------|-------------------|---------|

Reference    
  **Navigate Mode**    
  **Account**

[Printer Friendly Ver](#)

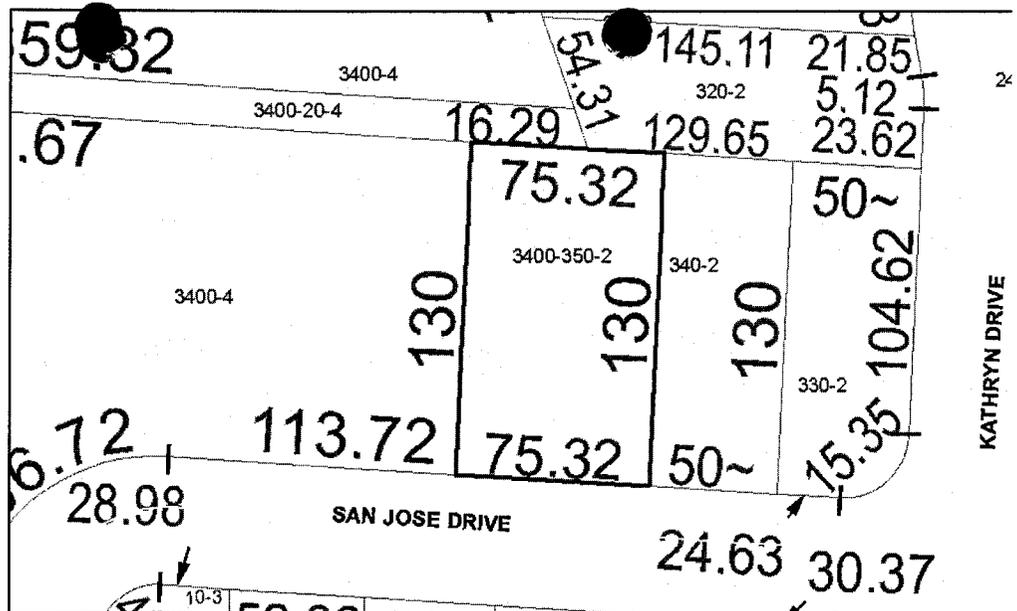
General Information	
<b>Reference:</b>	182S313400350002
<b>Account:</b>	093979404
<b>Owners:</b>	THORSEN JAMES A
<b>Mail:</b>	1447 LITTLE CREEK DR PENSACOLA, FL 325068259
<b>Situs:</b>	9714 SAN JOSE DR
<b>Use Code:</b>	MOBILE HOME
<b>Taxing Authority:</b>	COUNTY MSTU
<b>Tax Inquiry:</b>	<a href="#">Open Tax Inquiry Window</a>
Tax Inquiry link courtesy of Janet Holley, Escambia County Tax Collector	

2008 Certified Roll Assessment	
<b>Improvements:</b>	\$5
<b>Land:</b>	\$1
<b>Total:</b>	\$6
<i>Save Our Homes:</i>	
<a href="#">Disclaimer</a>	
<a href="#">Amendment 1 Calculati</a>	

Sales Data					
Sale Date	Book	Page	Value	Type	Official Records (New Window)
05/2004	5427	0220	\$98,500	WD	<a href="#">View Instr</a>
Official Records Inquiry courtesy of Ernie Lee Magaha, Escambia County Clerk of the Court					

2008 Certified Roll Exemption
None
Legal Description
LT 35 BLK B CATALINA MOBIL HOME SUB PHASE IV PB 17 P 57/57A...
Extra Features
None

Parcel Information	<a href="#">View Onl</a>
<b>Section Map Id:</b>	18-2S-31
<b>Approx. Acreage:</b>	0.2200
<b>County Zoned:</b>	C-1

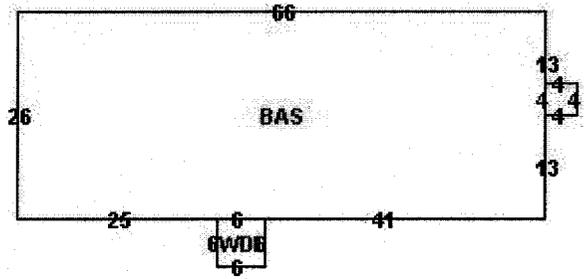


**Buildings**

Building 1 - Address: 9714 SAN JOSE DR, Year Built: 2003

**Structural Elements**

- MH FLOOR SYSTEM-TYPICAL
- MH EXTERIOR WALL-VINYL/METAL
- NO. PLUMBING FIXTURES (8)
- DWELLING UNITS (1)
- MH ROOF FRAMING-GABLE HIP
- MH ROOF COVER-COMP SHINGLE/WOOD
- MH INTERIOR FINISH-DRYWALL/PLASTER
- MH FLOOR FINISH-CARPET
- NO. STORIES (1)
- MH FLOOR FINISH-VINYL
- MH MILLWORK-TYPICAL
- MH HEAT/AIR-HEAT & AIR
- MH STRUCTURAL FRAME-TYPICAL



Areas - 1768 Total SF

BASE AREA - 1716

WOOD DECK FIN - 52

**Images**

None

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

TRANSACTION REPORT

P. 01

MAY-07-2009 THU 04:19 PM

FOR: ERNIE LEE MAGAHA, CLERK 850 595 4827

DATE	START	RECEIVER	TX TIME	PAGES	TYPE	NOTE	M#	DP
MAY-07	04:19 PM	94794480	18"	1	SEND	OK	151	
TOTAL :						18S	PAGES:	1

Search Property
Property Sheet
Link to Case
Sold to Person
Form



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

**Tax Deed - Redemption Calculator**  
Account: 093979404 Certificate Number: 004085 of 2007

Redemption  No
Application Date 
Interest Rate

	Final Redemption Payment ESTIMATED	Redemption Overpayment ACTUAL
<del>X</del>	Auction Date <input type="text" value="10/05/2009"/>	Redemption Date <input type="text" value="05/07/2009"/> 
Months	6	1
Tax Collector	\$2,862.20	\$0.00
Tax Collector Interest	\$257.60	\$0.00
Tax Collector Fee	\$6.25	\$0.00
<b>Total Tax Collector</b>	<b>\$3,126.05</b>	<b>\$0.00</b>
Clerk Fee	\$60.00	\$0.00
Sheriff Fee	\$60.00	\$0.00
Legal Advertisement	\$210.00	\$0.00
App. Fee Interest	\$29.70	\$0.00
<b>Total Clerk</b>	<b>\$359.70</b>	<b>\$0.00</b>

# 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.: 7168

May 21, 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 05-20-89, through 05-20-09, and said search reveals the following:

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

James A. Thorsen, Sr. and Mary A. Thorsen, husband and wife

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 21, 2009

**OWNERSHIP AND ENCUMBERANCE REPORT  
LEGAL DESCRIPTION**

File No.: 7168

May 21, 2009

Lot 35, Block B, Catalina Mobile Homes Subdivision, Phase IV,  
according to the plat thereof recorded in Plat Book 17, Page 57 &  
57A, Public Records of Escambia County, Florida.

## OWNERSHIP AND ENCUMBERANCE REPORT

### CONTINUATION PAGE

File No.: 7168

May 21, 2009

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

1. That certain mortgage executed by James A. Thorsen, Jr. and Sandi Thorsen in favor of Transland Financial Services, Inc. dated May 28, 2004 and recorded June 8, 2004 in Official Records Book 5427, page 222 of the public records of Escambia County, Florida, in the original amount of \$97,727.00. Assigned to Assets Resolution Corp. in O.R. Book 6461, page 438.
2. Foreclosure Judgment filed by Assets Resolution Corp. recorded in O.R. Book 6443, page 1759.
3. 2007 certificate delinquent. The assessed value is \$65,223.00. Tax ID 09-3979-404.

PLEASE NOTE THE FOLLOWING:

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

# SOUTHERN GUARANTY TITLE COMPANY

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

PENSACOLA, FLORIDA 32503

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

Email: rcsgt@aol.com

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

## CERTIFICATION: TITLE SEARCH FOR TDA

TAX DEED SALE DATE: 10-05-09

TAX ACCOUNT NO.: 09-3979-404

CERTIFICATE NO.: 2007-4085

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

- Notify City of Pensacola, P.O. Box 12910, 32596
- Notify Escambia County, 190 Governmental Center, 32501
- Homestead for \_\_\_\_\_ tax year:

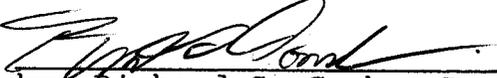
James A. Thorsen, Sr.  
Mary A. Thorsen  
4136 Audiss Rd.  
Milton, FL 32583  
and  
9714 San Jose Dr. (property)  
Pensacola, FL 32506

Assets Resolution Corp.  
c/o Golson Felberbaum, PLLC  
1230 S. Myrtle Ave., Ste 105  
Clearwater, FL 33756-3445

James A. Thorsen, Jr.  
Sandi L. Thorsen  
2524 Sonora Calzada Rd.  
Pensacola, FL 32507

Assets Resolution Corp.  
10410 Kensington Pkwy., Ste 304  
Kensington, MD 20895 and  
P.O. Box 180340  
Coronado, CA 92178  
Certified and delivered to Escambia County Tax Collector,  
this 2nd day of June, 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.

Prepared by:  
James C. Taylor  
Taylor & Van Matre, P.A.  
4300 Bayou Blvd., Suite #16  
Pensacola, Florida 32503  
File Number: TVM09-791  
Sales Price \$47,000.

**WARRANTY DEED  
(INDIVIDUAL)**

This WARRANTY DEED, dated May 14, 2009

by  
**JAMES A. THORSEN, JR. and SANDI L. THORSEN, husband and wife**  
whose post office address is:

**2524 SONORA CALZADA ROAD, PENSACOLA, FL 32507**

hereinafter called the GRANTOR, to

**JAMES A. THORSEN, SR. and MARY A. THORSEN, husband and wife**

whose post office address is:

**4136 AUDISS ROAD, MILTON, FL 32583**

hereinafter called the GRANTEE:

(Wherever used herein the terms "Grantor" and "Grantee" include all 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 35, Block B, Catalina Mobile Homes Subdivision, Phase IV, a subdivision of a portion of Section 18, Township 2 South, Range 31 West, Escambia County, Florida, according to the plat thereof recorded in Plat Book 17, Pages 57 and 57A, of the Public Records of said County.

Together with 2003 Gena Manufactured Home, ID#s: GMHGA4510229884A and GMHGA4510229884B; Title #s: 90874797 and 90874966

**Parcel ID Number: 182S313400350002**

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

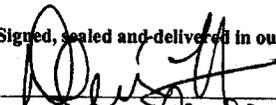
TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

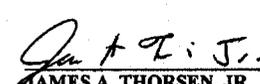
TO HAVE AND TO HOLD, the same in fee simple forever.

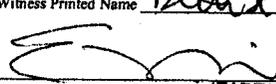
AND THE GRANTOR hereby covenants with said GRANTEE that except as above noted, the GRANTOR is lawfully seized of said land in fee simple; that the GRANTOR has good right and lawful authority to sell and convey said land; that the GRANTOR hereby fully warrants the title to said land and will defend the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

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

Signed, sealed and delivered in our presence:

  
\_\_\_\_\_  
Witness Printed Name **Denise Minton**

  
\_\_\_\_\_  
**JAMES A. THORSEN, JR.** (Seal)

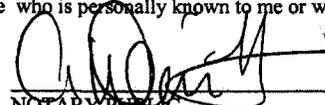
  
\_\_\_\_\_  
Witness Printed Name **LIZABETH MILLER**

  
\_\_\_\_\_  
**SANDI L. THORSEN** (Seal)

State of FLORIDA  
County of ESCAMBIA

THE FOREGOING INSTRUMENT was acknowledged before me this **May 14, 2009** by: **JAMES A. THORSEN, JR. and SANDI L. THORSEN, husband and wife** who is personally known to me or who has produced Drivers License as identification.



  
\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires:

**RESIDENTIAL SALES**

**ABUTTING ROADWAY MAINTENANCE DISCLOSURE**

**ATTENTION:** Pursuant to Escambia County Code of Ordinances Chapter 1-29.2, Article V, seller 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.

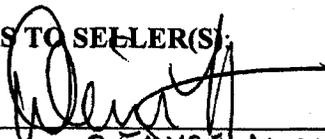
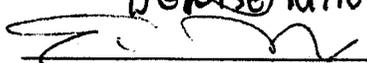
**NAME OF ROADWAY:** SAN JOSE

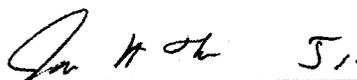
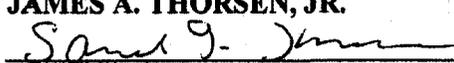
**LEGAL ADDRESS OF PROPERTY:**  
9714 SAN JOSE, PENSACOLA, Florida 32506

**THE COUNTY HAS ACCEPTED THE ABUTTING ROADWAY FOR MAINTENANCE.**

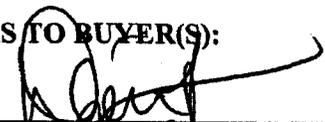
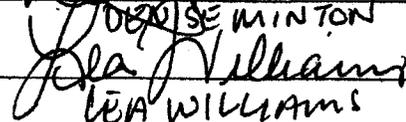
This form completed by: TVM09-791  
Taylor & Van Matre, P.A.  
4300 Bayou Boulevard ,Suite 16  
Pensacola , Florida

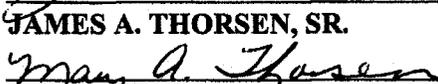
**AS TO SELLER(S):**

  
\_\_\_\_\_  
DENISE MINTON - Witness  
  
\_\_\_\_\_  
ELIZABETH MILLER - Witness

  
\_\_\_\_\_  
JAMES A. THORSEN, JR. - Seller  
  
\_\_\_\_\_  
SANDI L. THORSEN - Seller

**AS TO BUYER(S):**

  
\_\_\_\_\_  
DENISE MINTON - Witness  
  
\_\_\_\_\_  
LEA WILLIAMS - Witness

  
\_\_\_\_\_  
JAMES A. THORSEN, SR. - Buyer  
  
\_\_\_\_\_  
MARY A. THORSEN - Buyer

FILE NO. 04-25678  
DOC. 6/24/04  
REC. (1)  
TOTAL \_\_\_\_\_  
STATE OF FLORIDA  
COUNTY OF Escambia

# WARRANTY DEED

Tax ID # 182S31-3400-350-002

OR BK 5427 PGO220  
Escambia County, Florida  
INSTRUMENT 2004-248732

DEED DOC STAMPS PD @ ESC CO \$ 689.50  
06/08/04 ERNIE LEE NAGAH, CLERK

KNOW ALL MEN BY THESE PRESENTS: That  
Retirement Communities LLC By American Corporate Investment  
Group, Inc., as Manager  
9721 San Remo Circle  
Pensacola, FL 32506

\_\_\_\_\_, Grantor\*  
for and in consideration of Ten Dollars (\$10.00) and other good and valuable  
considerations the receipt of which is hereby acknowledged has bargained, sold, conveyed  
and granted unto James A. Thorsen, a married man

\_\_\_\_\_, Grantee\*  
Address: 9714 San Jose Drive 32506 grantee's  
heirs, executors, administrators and assigns, forever, the following described property, situate, lying and being in the County of  
Escambia, State of Florida, to wit:

Lot 35, Block B, Catalina Mobile Homes Subdivision, Phase IV, a subdivision of  
a portion of Section 18, Township 2 South, Range 31 West, Escambia County,  
Florida, according to the plat thereof recorded in Plat Book 17 at page 57  
and 57A of the public records of said county.

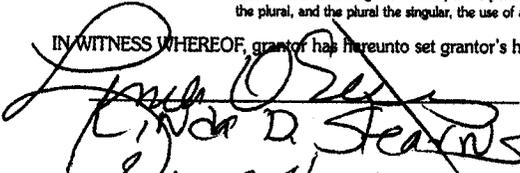
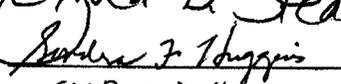
Prepared By: Linda D. Stearns  
Southland Acquire Land Title, LLC  
1120 N. 12th Avenue  
Pensacola, FL 32501

Subject to taxes for current year and to valid easements and restrictions of record affecting the above property, if any, which are not hereby  
reimposed. Subject also to oil, gas and mineral reservations of record.

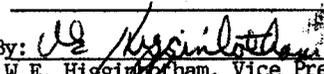
Said grantor does fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever.

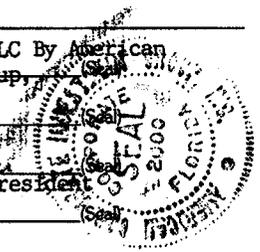
\*Wherever used herein, the term "grantee/grantor" shall include the heirs, personal representatives,  
successors and/or assigns of the respective parties hereto, the use of singular member shall include  
the plural, and the plural the singular, the use of any gender shall include the genders.

IN WITNESS WHEREOF, grantor has hereunto set grantor's hand and seal on May 28, 2004

  
LINDA D. STEARNS  
  
SANDRA F. HIGGINS

Retirement Communities, LLC By American  
Corporate Investment Group,  
Inc., as manager

By:   
W.E. Higginbotham, Vice President



STATE OF Florida  
COUNTY OF escambia

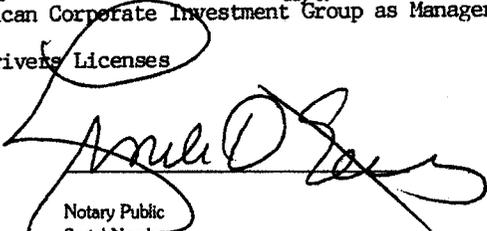
The foregoing instrument was acknowledged before me this 28th day of May, 2004  
by W.E. Higginbotham Vice President of American Corporate Investment Group as Manager  
for Retirement Communities LLC  
who is/are personally known to me or who has/have produced Drivers Licenses

as identification and who did take an oath.

My Commission expires:

(Seal)

**LINDA D. STEARNS**  
Notary Public - State of FL  
Comm. Exp: August 3, 2006  
Comm. No: 00 013818

  
Notary Public  
Serial Number:

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, and if not, what person or entity will be responsible for maintenance. The disclosure must additionally provide that Escambia County does not accept roads for maintenance that have not been built or improved to meet county standards. Escambia County Code of Ordinances Chapter 1-29.2, Article V requires this disclosure be attached along with other attachments to the deed or other method of conveyance required to be made part of the public records of Escambia County, Florida. NOTE: Acceptance for filing of County Employees of this disclosure shall in no way be construed as an acknowledgment by the County of the veracity of any disclosure statement.

Name of Roadway: San Jose Drive RCD Jun 08, 2004 08:39 am  
Escambia County, Florida  
Legal Address of Property: 9714 San Jose Drive

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

This form completed by:

ERNIE LEE MAGAHA  
Clerk of the Circuit Court  
INSTRUMENT 2004-248732

Southland Acquire Land Title, LLC

Name  
1120 N. 12th Avenue

Address  
Pensacola, FL 32501

City, State, Zip Code

As to Seller(s):

Retirement Communities, LLC By American Corporate Investment Group, Inc.  
as manager W.E. Higginbotham

Seller's Name:  
By: W.E. Higginbotham Vice President

[Signature]  
Witness' Name: IDA D. STAPINS  
[Signature]  
Witness' Name: SARAH F. HIGGINS

Seller's Name: \_\_\_\_\_

As to Buyer(s):

Buyer's Name: James A. Thorsen

[Signature]  
Witness' Name: IDA D. STAPINS  
[Signature]  
Witness' Name: SARAH F. HIGGINS

Buyer's Name: Jan H. Gm 50

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

8/23/04  
1575

OR BK 5427 PGO222  
Escambia County, Florida  
INSTRUMENT 2004-248733

NTG DOC STAMPS PD & ESC CO \$ 342.30  
06/08/04 ERNIE LEE HAGANA, CLERK

INTANGIBLE TAX PD & ESC CO \$ 195.45  
06/08/04 ERNIE LEE HAGANA, CLERK

This Document Was Prepared By:  
**MISTY LEMAY**  
TRANSLAND FINANCIAL SERVICES, INC.

2701 MAITLAND CENTER PKWY, STE. 300, MAITLAND, FL 32751-7294

When Recorded Mail To:

P. O. BOX 3139, MILWAUKEE, WI 53201-3139

ATTN: ATTN: CUSTOMER SERVICE

(Space Above This Line For Recording Data)

" This is a Purchase Money Mortgage"

**MORTGAGE**

THORSEN  
LOAN #: 66000667  
CASE #: 091-3850970-703 -  
MIN: 10008170066006672

THIS MORTGAGE ("Security Instrument") is given on **MAY 28, 2004**

The mortgagor is **JAMES A. THORSEN, JR., A MARRIED MAN, JOINED BY HIS SPOUSE SANDI THORSEN**

("Borrower"). This Security Instrument is given to Mortgage Electronic Registration Systems, Inc. ("MERS") (solely as nominee for Lender, as hereinafter defined, and Lender's successors and assigns), as beneficiary. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of Post Office Box 2026, Flint, Michigan 48501-2026, telephone (888)679-MERS. **TRANSLAND FINANCIAL SERVICES, INC.**

("Lender") is organized and existing under the laws of **FLORIDA** and has an address of **2701 MAITLAND CENTER PKWY, STE. 300, MAITLAND, FL 32751-7294**

Borrower owes Lender the principal sum of **NINETY-SEVEN THOUSAND SEVEN HUNDRED TWENTY-SEVEN AND 00/100** Dollars (U.S. \$ **97,727.00** ). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and

D4-25678

payable on JUNE 1, 2034 . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS the following described property located in ESCAMBIA County, Florida:  
LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

Parcel I.D. Number 182S31-3400-350-002

which has the address of 9714 SAN JOSE DR

PENSACOLA [Street]  
Florida 32506 ("Property Address");  
[City] [State] [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument; but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing or canceling this Security Instrument.

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

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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

1. **Payment of Principal, Interest and Late Charge.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. **Monthly Payment of Taxes, Insurance, and Other Charges.** Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under Paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance

04-25678

OR BK 5427 PGO237  
Escambia County, Florida  
INSTRUMENT 2004-248733

RCD Jun 08, 2004 08:39 am  
Escambia County, Florida

ERNIE LEE MAGAHA  
Clerk of the Circuit Court  
INSTRUMENT 2004-248733

Exhibit "A"

Lot 35, Block B, Catalina Mobile Homes Subdivision, Phase IV, a subdivision of a portion of Section 18, Township 2 South, Range 31 West, Escambia County, Florida, according to the plat thereof recorded in Plat Book 17 at pages 57 and 57A of the public records of said County.

Prepared By  
J. Brock McClane, Esquire  
McClane Tessitore  
215 East Livingston Street  
Orlando, Florida 32801

And When Recorded Mail to:  
Assets Resolution Corporation  
10410 Kensington Parkway  
Suite 304  
Kensington, MD 20895

ASSIGNMENT OF MORTGAGE

Haddock Mortgage LLC ("Assignor"), having an address of 2100 W. Littleton Boulevard, Suite 300, Littleton, Colorado 80120, the holder of the mortgage dated 05/28/2004 from James Thorsen and Sandi Thorsen in favor of Transland Financial Services, Inc., recorded in the Escambia County, Florida Registry of Deeds in Book 5427, Page 0222 (together with any amendments, renewals, extensions, or modifications thereto, the "Mortgage") hereby assigns the Mortgage, and the notes and claims secured thereby, to Assets Resolution Corporation ("Assignee") with an address of 10410 Kensington Parkway, Suite 304, Maryland 20895. This assignment is made without recourse, representations or warranties of any kind.

Executed under seal this 6<sup>th</sup> day of June 2008.

HADDOCK MORTGAGE LLC By its  
Manager:

SunGate Colorado, Inc., Manager of the LLC

By: Alan Jahde, Pres.  
Alan Jahde  
Its: President

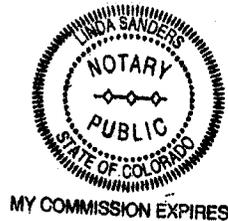
STATE OF COLORADO  
COUNTY OF ARAPHOE

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of June 2008, by Alan Jahde acting in his/her capacity as the Manager of HADDOCK MORTGAGE LLC, a Colorado corporation. He is personally known to me.

NOTARY PUBLIC:

Sign L. Sanders  
Print LINDA SANDERS

State of Colorado  
My Commission Expires: 12-11-2010 (Seal)



IN THE CIRCUIT COURT OF THE FIRST  
JUDICIAL CIRCUIT IN AND FOR ESCAMBIA  
COUNTY, FLORIDA, CIVIL ACTION

ASSETS RESOLUTION CORPORATION

Plaintiff

Vs.

JAMES A. THORSEN, JR., et al.

Defendant(s)

CASE NO.: 17-2008-CA-003844

ERNEST MAGAHA  
CLERK OF CIRCUIT COURT  
ESCAMBIA COUNTY, FL

2009 MAR 25 P 3:04

CLERK'S DIVISION  
CLERK OF CIRCUIT COURT

*SUMMARY FINAL JUDGMENT OF FORECLOSURE*

THIS CAUSE came on to be heard before the Court upon Plaintiff's Complaint and Motion for Summary Final Judgment and, it appearing to the Court that due and legal service of process has been had upon the Defendants, and the Court having examined the record and being otherwise fully advised in the premises, the Court finds as follows:

- A. The Court has jurisdiction of the parties and subject matter of this case;
- B. Service of process has been duly and regularly obtained over JAMES A. THORSEN, JR.; SANDI THORSEN; CATALINA IV HOMEOWNERS' ASSOCIATION, INC.; defendants.
- C. The Court finds that each of the following Defendants were dropped as parties in this case: COLLATERAL PRESERVATION LLC; UNKNOWN TENANT #1; UNKNOWN TENANT #2; AND ANY OTHER UNKNOWN PARTIES;
- D. The equities of this case are with Plaintiff and against Defendants herein upon the Mortgage sought to be foreclosed by Plaintiff as described in the Complaint;
- E. The time expended by Plaintiff's attorney of 9.0 hours is reasonable and a reasonable hourly fee for those services is \$175.00 per hour, for a total of \$1,575.00; but the fee is limited by agreement to \$1,200.00; and
- F. Plaintiff was required to furnish copies of pleadings to all defendants pursuant to F.S. Chapter 48 and F.R.C.P., Rules 1.080, 1.500, and 1.510, and incurred reasonable expenses for photocopies and postage of \$90.00.
- G. Plaintiff is entitled to the relief prayed for in the Complaint.

Whereupon, it is, ORDERED AND ADJUDGED that:

Case: 2008 CA 003844

00016888320  
Dkt: CA1036 Pg#: 10

1. The Court has jurisdiction of the parties and the subject matter of the case;
2. The equities of this case are with Plaintiff and against Defendants in accordance with the further provisions of this Final Judgment;
3. There is due to Plaintiff on account of the mortgage sought to be foreclosed herein, the following sums of money:

a. Principal	100,394.00
b. Interest from 05/02/06 through 03/25/09 16.73 (per diem)	17,717.07
c. Filing Fee	310.00
d. Service of Process	250.00
e. Title search	375.00
f. Clerk's Fee - Issue Summons	40.00
g. Certified Copy of Mortgage	19.00
h. Photocopies and postage	90.00
i. Plaintiff's Attorneys Fee	1,200.00
<b>TOTAL</b>	<b>\$120,395.07</b>

Plaintiff's attorney's Fee and Costs, are set forth in the paragraphs above.

4. Plaintiff holds a lien for the total sum specified in the preceding paragraph superior to any claim or estate of the Defendants, on the following described property in ESCAMBIA County, Florida:

Lot 35, Block B, CATALINA MOBILE HOME SUBDIVISION, PHASE IV, a subdivision of a portion of Section 18, Township 2 South, Range 31 West, Escambia County, Florida, according to the Plat thereof recorded in Plat Book 17 at Pages 57 and 57A of the Public Records of said County

Also known as: 9714 San Jose Drive, Pensacola, FL 32506

5. If the total sum with interest at the rate prescribed by law (8.00%) and all costs of this action accruing subsequent to this judgment are not paid, the Clerk of this Court shall sell the property at public sale to the highest bidder for cash, except as set forth hereinafter, on June 26, 2009, at 11:00 a.m. at westside lobby, 2nd floor, M.C. Blanchard Judicial Building, 190 Governmental Center, Pensacola, FL 32502, in accordance with Chapter 45, Florida Statutes.

6. The said sale shall not take place unless a representative of the Plaintiff is present. If there is no representative, then the Clerk shall cancel the sale and the Plaintiff's attorney shall secure a new sale date. If a sale does occur, in the absence of a representative of the Plaintiff, the sale shall be null and void and no documents shall be issued by the Clerk, except to inform this Court of what may have occurred.

7. In the event that the sale needs to be postponed or cancelled, upon Plaintiff's notification to foreclosure clerk in writing, the Clerk shall cancel the sale without further order from the Court.

8. Plaintiff shall advance all subsequent costs of this action and shall be reimbursed for them by the Clerk if Plaintiff is not the purchaser of the property at the sale. If Plaintiff or Plaintiff's Assignee is the purchaser, the Clerk shall credit Plaintiff's or Plaintiff's Assignee's bid with the total sum with interest and costs accruing subsequent to this judgment, and upon further Order of the Court such sums expended by Plaintiff subsequent to this judgment for taxes, insurance or protection of the property, or such part of it as is necessary to pay the bid in full.

9. In the event of a redemption by any party to this action, the redemption amount shall include all post-judgment advances to preserve or protect the property pursuant to the Mortgage or Note and all post-judgment interest, court costs and attorneys fees paid or incurred by Plaintiff. The redeeming party shall tender to Plaintiff the redemption amount demanded and thereafter either party may move this Court to determine the reasonableness of the redemption amount.

10. If Plaintiff is the purchaser, the Clerk shall issue title to Plaintiff, or its Assignee (upon filing Assignment of Bid with Clerk), without further payment or Order of this Court, except as herein provided.

11. The purchaser, in addition to the amount of the successful bid, shall pay for the documentary stamps to be affixed to the Certificate of Title and for the Clerk's fees for receiving and disbursing funds into and from the Registry.

12. On filing the Certificate of Title the Clerk shall distribute the proceeds of this sale, so far as they are sufficient, by paying: first, all the Plaintiff's costs; second, Plaintiff's attorneys fees; third, the total sum due to Plaintiff less the items paid plus interest at the rate prescribed by law from this date to the date of the sale; and by retaining any amount remaining pending the further order of this Court.

13. If the real property described herein is a condominium unit, or subject to a HOA and the appropriate association is a party, then the purchaser taking title as a result of the foreclosure sale shall be liable to the Association for assessments which may be due pursuant to Florida Statutes Section 718.116(1)(b) or section 720.3085 as applicable.

14. **SEE IMPORTANT NOTICE ATTACHED HERETO AS EXHIBIT 1 AND INCORPORATED HEREIN PURSUANT TO F.S. §45.031.**

15. On filing the Certificate of Sale, the Right of Redemption shall terminate and Defendants, JAMES A. THORSEN, JR.; SANDI THORSEN; CATALINA IV HOMEOWNERS' ASSOCIATION, INC.; and all persons claiming under or against them since the filing of the Notice of Lis Pendens are foreclosed of all estate or claim in the property except such interests as may by statute be superior to the mortgage being foreclosed or by statute survive foreclosure and sale of the property.

16. Upon filing of the Certificate of Title, the purchaser at the sale shall be let into possession of the property.

17. The Clerk, at the time of issuance of the Certificate of Title, or thereafter, upon further Order of Court, shall issue a Writ of Possession of the property to accomplish possession by Purchaser.

18. Plaintiff is entitled to re-establishment of the note dated May 28, 2004, by JAMES A. THORSEN, JR., in favor of TRANSLAND FINANCIAL SERVICES, INC. and that the said note as re-established contains the following terms and conditions as set forth in Exhibit "A".

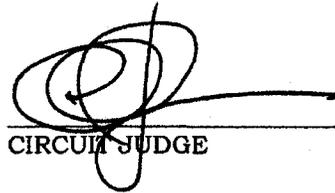
19. The note dated May 28, 2004, be, and the same is hereby re-established on terms and conditions as set forth in Exhibit "A".

20. Plaintiff agrees to indemnify and hold Defendant harmless against loss that might occur by reason of a claim by another person to enforce the instrument.

21. Jurisdiction of this action is retained to enter further Orders as are proper including, without limitation, enforcement of Writs of Possession or deficiency judgments.

DONE AND ORDERED in Chambers, at Pensacola, ESCAMBIA County, Florida, this

25<sup>th</sup> day of March, 2009.

  
\_\_\_\_\_  
CIRCUIT JUDGE

Copies Furnished To:  
Golson Felberbaum, PLLC  
✓ 1230 S. Myrtle Avenue, Suite 105  
Clearwater, Florida 33756-3445  
and  
All persons on the attached Service List  
Address of Plaintiff: P.O. Box 180340, Coronado, CA 92178  
Our File A825250/AN

**SERVICE LIST**

**ASSETS RESOLUTION CORPORATION**

vs.

**JAMES A. THORSEN, JR., et al.**

JAMES A. THORSEN, JR.  
✓ 2524 SONORA CALZADA  
Pensacola, FL 32507

SANDI THORSEN  
✓ 2524 SONORA CALZADA  
Pensacola, FL 32507

C/O HADDOCK PROFESSIONAL  
ASSOCIATION  
✓ COLLATERAL PRESERVATION LLC  
3300 University Blvd.  
Suite 218  
Winter Park, FL 32792

C/O JERRY T. WEBB  
✓ CATALINA IV HOMEOWNERS'  
ASSOCIATION, INC.  
2782 Creekwood Dr.  
Cantonment, FL 32533 3-3109NW

Our File No.: A825250/DD

TRUE AND CERTIFIED

NOTE

THORSEN  
LOAN #: 6600667  
CASE #: 091-3850970-703 -  
MIN: 10008170066006672

MAY 28, 2004  
[Date]

9714 SAN JOSE DR PENSACOLA, FL 32506  
[Property Address]

1. PARTIES

"Borrower" means each person signing at the end of this Note, and the person's successors and assigns. "Lender" means TRANSLAND FINANCIAL SERVICES, INC.

and its successors and assigns.

2. BORROWER'S PROMISE TO PAY; INTEREST

In return for a loan received from Lender, Borrower promises to pay the principal sum of NINETY-SEVEN THOUSAND SEVEN HUNDRED TWENTY-SEVEN AND 00/100 Dollars (U.S. \$ 97,727.00 ), plus interest, to the order of Lender. Interest will be charged on unpaid principal, from the date of disbursement of the loan proceeds by Lender, at the rate of SIX percent ( 6.000 %) per year until the full amount of principal has been paid.

3. PROMISE TO PAY SECURED

Borrower's promise to pay is secured by a mortgage, deed of trust or similar security instrument that is dated the same date as this Note and called the "Security Instrument." That Security Instrument protects the Lender from losses which might result if Borrower defaults under this Note.

4. MANNER OF PAYMENT

(A) Time

Borrower shall make a payment of principal and interest to Lender on the 1ST day of each month beginning on JULY, 2004 . Any principal and interest remaining on the 1ST day of JUNE, 2034 , will be due on that date, which is called the "Maturity Date".

(B) Place

Payment shall be made at 2701 MAITLAND CENTER PKWY, STE. 300 MAITLAND, FL 32751-7294

or at such place as Lender may designate in writing by notice to Borrower.

(C) Amount

Each monthly payment of principal and interest will be in the amount of U.S. \$ 585.92 . This amount will be part of a larger monthly payment required by the Security Instrument, that shall be applied to principal, interest and other items in the order described in the Security Instrument.

(D) Allonge to this Note for payment adjustments

If an allonge providing for payment adjustments is executed by Borrower together with this Note, the covenants of the allonge shall be incorporated into and shall amend and supplement the covenants of this Note as if the allonge were a part of this Note. [Check applicable box]

Graduated Payment Allonge  Growing Equity Allonge  Other [Specify]

5. BORROWER'S RIGHT TO PREPAY

Borrower has the right to pay the debt evidenced by this Note, in whole or in part, without charge or penalty, on the first day of any month. Lender shall accept prepayment on other days provided that Borrower pays interest on the amount prepaid for the remainder of the month to the extent required by Lender and permitted by regulations of the Secretary. If Borrower makes a partial prepayment, there will be no changes in the due date or in the amount of the monthly payment unless Lender agrees in writing to those changes.

RECEIVED  
A

66000667

**6. BORROWER'S FAILURE TO PAY**

**(A) Late Charge for Overdue Payments**

If Lender has not received the full monthly payment required by the Security Instrument, as described in Paragraph 4(C) of this Note, by the end of fifteen calendar days after the payment is due, Lender may collect a late charge in the amount of **FOUR** percent ( **4.000** %) of the overdue amount of each payment.

**(B) Default**

If Borrower defaults by failing to pay in full any monthly payment, then Lender may, except as limited by regulations of the Secretary in the case of payment defaults, require immediate payment in full of the principal balance remaining due and all accrued interest. Lender may choose not to exercise this option without waiving its rights in the event of any subsequent default. In many circumstances regulations issued by the Secretary will limit Lender's rights to require immediate payment in full in the case of payment defaults. This Note does not authorize acceleration when not permitted by HUD regulations. As used in this Note, "Secretary" means the Secretary of Housing and Urban Development or his or her designee.

**(C) Payment of Costs and Expenses**

If Lender has required immediate payment in full, as described above, Lender may require Borrower to pay costs and expenses including reasonable and customary attorney's fees for enforcing this Note to the extent not prohibited by applicable law. Such fees and costs shall bear interest from the date of disbursement at the same rate as the principal of this Note.

**7. WAIVERS**

Borrower and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require Lender to demand payment of amounts due. "Notice of dishonor" means the right to require Lender to give notice to other persons that amounts due have not been paid.

**8. GIVING OF NOTICES**

Unless applicable law requires a different method, any notice that must be given to Borrower under this Note will be given by delivering it or by mailing it by first class mail to Borrower at the property address above or at a different address if Borrower has given Lender a notice of Borrower's different address.

Any notice that must be given to Lender under this Note will be given by first class mail to Lender at the address stated in Paragraph 4(B) or at a different address if Borrower is given a notice of that different address.

**9. OBLIGATIONS OF PERSONS UNDER THIS NOTE**

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. Lender may enforce its rights under this Note against each person individually or against all signatories together. Any one person signing this Note may be required to pay all of the amounts owed under this Note.

10. DOCUMENTARY TAX

6600667

The state documentary tax due on this Note has been paid on the Mortgage securing this indebtedness.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Note.

Jan 14 3<sup>00</sup> 5/23/04  
- BORROWER - JAMES A. THORSEN JR. - DATE -

PAY TO THE ORDER OF:

WITHOUT RECOURSE  
TRANSLAND FINANCIAL SERVICES, INC.

BY: Benjamin Lee Wofford  
BENJAMIN LEE WOFFORD  
VICE PRESIDENT

[Sign Original Only]

**EXHIBIT "1"**

IF THIS PROPERTY IS SOLD AT PUBLIC AUCTION, THERE MAY BE ADDITIONAL MONEY FROM THE SALE AFTER PAYMENT OF PERSONS WHO ARE ENTITLED TO BE PAID FROM THE SALE PROCEEDS PURSUANT TO THIS FINAL JUDGMENT.

IF YOU ARE A SUBORDINATE LIENHOLDER CLAIMING A RIGHT TO FUNDS REMAINING AFTER THE SALE, YOU MUST FILE A CLAIM WITH THE CLERK NO LATER THAN 60 DAYS AFTER THE SALE. IF YOU FAIL TO FILE A CLAIM, YOU WILL NOT BE ENTITLED TO ANY REMAINING FUNDS.

IF YOU ARE THE PROPERTY OWNER, YOU MAY CLAIM THESE FUNDS YOURSELF. YOU ARE NOT REQUIRED TO HAVE A LAWYER OR ANY OTHER REPRESENTATION AND YOU DO NOT HAVE TO ASSIGN YOUR RIGHTS TO ANYONE ELSE IN ORDER FOR YOU TO CLAIM ANY MONEY TO WHICH YOU ARE ENTITLED. PLEASE CHECK WITH THE CLERK OF THE COURT, ESCAMBIA COUNTY JUDICIAL BUILDING, 190 GOVERNMENTAL CENTER, PENSACOLA, FL 32501, (850) 595-4130 WITHIN TEN (10) DAYS AFTER THE SALE TO SEE IF THERE IS ADDITIONAL MONEY FROM THE FORECLOSURE SALE THAT THE CLERK HAS IN THE REGISTRY OF THE COURT.

IF YOU DECIDE TO SELL YOUR HOME OR HIRE SOMEONE TO HELP YOU CLAIM THE ADDITIONAL MONEY, YOU SHOULD READ VERY CAREFULLY ALL PAPERS YOU ARE REQUIRED TO SIGN, ASK SOMEONE ELSE, PREFERABLY AN ATTORNEY WHO IS NOT RELATED TO THE PERSON OFFERING TO HELP YOU, TO MAKE SURE THAT YOU UNDERSTAND WHAT YOU ARE SIGNING AND THAT YOU ARE NOT TRANSFERRING YOUR PROPERTY OR THE EQUITY IN YOUR PROPERTY WITHOUT THE PROPER INFORMATION. IF YOU CANNOT AFFORD TO PAY AN ATTORNEY, YOU MAY CONTACT LEGAL SERVICES OF NORTH FLORIDA, INC. PENSACOLA, (850) 432-8222 TO SEE IF YOU QUALIFY FINANCIALLY FOR THEIR SERVICES. IF THEY CANNOT ASSIST YOU, THEY MAY BE ABLE TO REFER YOU TO A LOCAL BAR REFERRAL AGENCY OR SUGGEST OTHER OPTIONS. IF YOU CHOOSE TO CONTACT LEGAL SERVICES OF NORTH FLORIDA, INC. PENSACOLA, FOR ASSISTANCE, YOU SHOULD DO SO AS SOON AS POSSIBLE AFTER RECEIPT OF THIS NOTICE.