



Chris Jones

Escambia County

Property Appraiser

Chris Jones, ECPA

[RECORD SEARCH](#)

[MAPS](#)

[GENERAL INFORMATION](#)

[GOVERNMENT AGENCIES](#)

[TANGIBLE PROPERTY](#)

[CAREERS](#)



Navigate Mode

☒ **Account**

☐ **Reference**



[Printer Friendly Ver](#)

General Information

Reference: 282S261825106001
Account: 170553530
Owners: KENNINGTON JOHN E
Mail: 100 FT PICKENS RD # 106
 PENSACOLA BEACH, FL 32561
Situs: 100 FT PICKENS RD 106
Use Code: CONDOMINIUM
Taxing Authority: PENSACOLA BEACH
Tax Inquiry: [Open Tax Inquiry Window](#)

Tax Inquiry link courtesy of Janet Holley,
 Escambia County Tax Collector

2008 Certified Roll Assessment

Improvements: \$13
Land: \$6
Total: \$20

[Save Our Homes:](#)

[Disclaimer](#)

[Amendment 1 Calculati](#)

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
08/1995	3814	0114	\$118,000	LI	View Instr
11/1993	3494	0279	\$100	QC	View Instr
10/1989	2766	0239	\$68,500	LI	View Instr
07/1982	1670	0828	\$94,900	LI	View Instr

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

2008 Certified Roll Exemption

LAND EXEMPTION

Legal Description

UNIT 106 OF DEEP WATER
 COVE CONDOMINIUM PHASE
 ALSO 1/16 INT IN COMMON
 ELEMENTS...

Extra Features

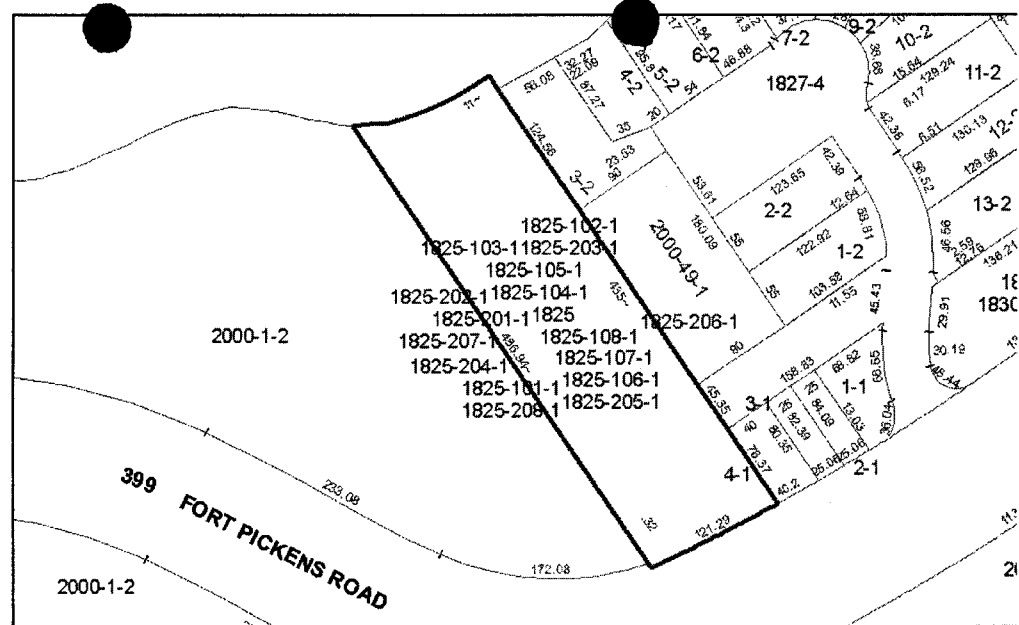
None

Parcel Information

[View Onl](#)

Section
Map Id:
 PB006-1

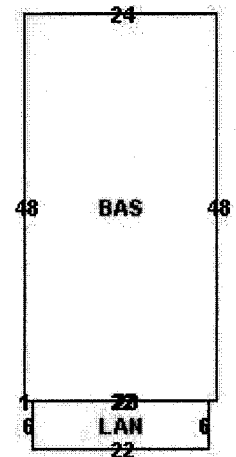
Approx. Acreage:
 1.2200



Building 1 - Address: 100 FT PICKENS RD 106, Year Built: 1982

FOUNDATION-WOOD/SUB FLOOR
EXTERIOR WALL-SIDING-LAP.AAVG
NO. PLUMBING FIXTURES (6)
DWELLING UNITS (1)
ROOF FRAMING-WOOD FRAME/TRUS
ROOF COVER-COMPOSITION SHG
INTERIOR WALL-DRYWALL-PLASTER
FLOOR COVER-CARPET
NO. STORIES (1)
DECOR/MILLWORK-ABOVE AVERAGE
HEAT/AIR-CENTRAL H/AC
STRUCTURAL FRAME-WOOD FRAME

BASE AREA - 1152
LANAI - 132



None

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

TAX COLLECTOR'S CERTIFICATION

Application
Date / Number
Apr 27, 2009 / 1621

This is to certify that the holder listed below of Tax Sale Certificate Number **2007 / 7698**, 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: 17-0553-530**

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

Property Owner:
KENNINGTON JOHN E
100 FT PICKENS RD #106
PENSACOLA BEACH FL, FLORIDA 32561

Legal Description: 28-2S2-618
UNIT 106 OF DEEP WATER COVE CONDOMINIUM PHASE I ALSO 1/16 INT IN COMMON ELEMENTS OR 3814 P 114 SHEET 6

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	7698	06/01/07	\$3,182.32	\$0.00	\$159.12	\$3,341.44

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	9235	05/30/08	\$2,769.78	\$6.25	\$166.19	\$2,942.22

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

\$6,283.66
\$0.00
\$1,989.98
\$125.00
\$75.00
\$8,473.64
\$8,473.64
\$8,473.64
\$6.25
\$8,479.89

*Done this 4 day of May, 2009

TAX COLLECTOR, ESCAMBIA COUNTY, FLORIDA

By Beth Jones

Date of Sale: Dec. 7, 2009

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

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
7698	17-0553-530	06/01/2007	28-2S2-618 UNIT 106 OF DEEP WATER COVE CONDOMINIUM PHASE I ALSO 1/16 INT IN COMMON ELEMENTS OR 3814 P 114 SHEET 6

2008 TAX ROLL

KENNINGTON JOHN E
100 FT PICKENS RD #106
PENSACOLA BEACH FL, Florida 32561

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

Reprint

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

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

SALES DRAFT

REF: 73702
DATE: Jun 23, 2009 12:32:42
ACCT: XXXXXXXXXXXXX9999 EXP: 01/12
AP: 023167
NAME: JOHN ERIC KENNINGTON
Clerk: MKJ

TOTAL \$10,002.53

Thank you!

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

Thank you for using MasterCard

X _____

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



BRANCH OFFICES
ARCHIVES AND RECORDS
JUVENILE DIVISION
CENTURY

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

CLERK TO THE BOARD OF
COUNTY COMMISSIONERS

OFFICIAL RECORDS
COUNTY TREASURY
AUDITOR

- REC
COAL (131)

**TAX DEED
CREDIT CARD TRANSACTION - BY PHONE**

TAX ACCOUNT # 17-0553-530

CERTIFICATE # 07698 OF 2007

Name (as on card)	John ERIC KENNINGTON
Card Type:	VISA or <u>MASTERCARD</u>
Expiration Date:	01/12
Card Number:	<u>[REDACTED]</u> 9999
Identification - Dr. Lic.#	
Tax Collector Amount	\$ 9995.53
Clerk of Court Amount	—
Telephone Charge	\$7.00
Total Credit Card Chg	\$ 10,002.53

MAILING INFORMATION

Name: John KENNINGTON

Address: 91-1079 HOOMAHANA ST
EWA BEACH HI 96706

Phone Number: 808-927-0279

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



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

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

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

ERNIE LEE MAGAHA, CLERK OF THE CIRCUIT COURT
Tax Certificate Redeemed From Sale
Account: 170553530 Certificate Number: 007698 of 2007

Payor: JOHN ERIC KENNINGTON 91-1079 HOOMAHANA ST EWA BEACH HI 96706 Date
06/23/2009

Clerk's Check #	73702	Clerk's Total	\$436.80
Tax Collector Check #	1	Tax Collector's Total	\$9,496.73
		Postage	\$60.00
		Researcher Copies	\$2.00
		Total Received	\$9,995.53

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	1030155	Receipt Date	06/23/2009

Case Number	2007 TD 007698
Description	TARPON IV LLC VS

Action **TAX DEED REDEMPTION**

Judge

Received From **JOHN KENNINGTON**

On Behalf Of **TARPON IV LLC**

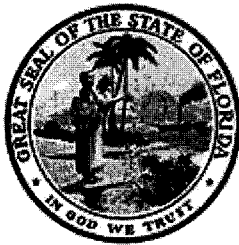
Total Received	10,002.53
Net Received	10,002.53
Change	0.00

Receipt Payments	Amount	Reference Description
Mastercard	10,002.53	73702

Receipt Applications	Amount
Holding	10,002.53

Deputy Clerk: mkj Transaction Date 06/23/2009 14:11:51

Comments



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

Tax Deed - Redemption Calculator

Account: 170553530 Certificate Number: 007698 of 2007

Redemption ☒ Yes Application Date Interest Rate

	Final Redemption Payment ESTIMATED	Redemption Overpayment ACTUAL
	Auction Date <input type="text" value="12/07/2009"/>	Redemption Date <input type="text" value="06/23/2009"/>
Months	8	2
Tax Collector	<input type="text" value="\$8,473.64"/>	<input type="text" value="\$8,473.64"/>
Tax Collector Interest	\$1,016.84	\$254.21
Tax Collector Fee	<input type="text" value="\$6.25"/>	<input type="text" value="\$6.25"/>
Total Tax Collector	\$9,496.73	<input type="text" value="\$8,734.10"/> TC
Clerk Fee	<input type="text" value="\$60.00"/>	<input type="text" value="\$60.00"/>
Sheriff Fee	<input type="text" value="\$120.00"/>	<input type="text" value="\$120.00"/>
Legal Advertisement	<input type="text" value="\$210.00"/>	<input type="text" value="\$210.00"/>
App. Fee Interest	\$46.80	\$11.70
Total Clerk	\$436.80	<input type="text" value="\$401.70"/> CH
Postage	<input type="text" value="\$60.00"/>	<input type="text" value="\$0.00"/>
Researcher Copies	<input type="text" value="\$2.00"/>	<input type="text" value="\$2.00"/>
Total Redemption Amount	<input type="text" value="\$9,995.53"/>	\$9,137.80
	Repayment Overpayment Refund Amount	\$857.73

6-23-2009 OWNER CALLED FOR QUOTES. MKJ

Notes

Submit

Reset

Print Preview

OR BK 4258 PG1667
Escambia County, Florida
INSTRUMENT 98-484750

RCD May 20, 1998 08:46 am
Escambia County, Florida

Ernie Lee Magaha
Clerk of the Circuit Court
INSTRUMENT 98-484750

XM29/6117450

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 10.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

(i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

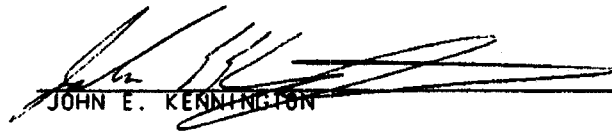
(ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender;

(iii) termination of professional management and assumption of self-management of the Owners Association; or

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.



JOHN E. KENNINGTON (Seal)

(Seal)

(Seal)

(Seal)

CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 11TH day of MAY, 1998, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to Navy Federal Credit Union

(the "Lender")

of the same date and covering the Property described in the Security Instrument and located at:

100 FORT PICKENS RD. #106, PENSACOLA BEACH, FLORIDA 32561-2052

[Property Address]

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as:

DEEP WATER COVE

[Name of Condominium Project]

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

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

A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of the yearly premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

OR BK 4258 PG1665
Escambia County, Florida
INSTRUMENT 98-484750

XMO2 6117450

SCHEDULE A

UNIT NO. 106 ON THE FIRST FLOOR OF DEEP WATER COVE, A
CONDOMINIUM, PHASE I OF SANTA ROSA ISLAND IN ESCAMBIA COUNTY,
FLORIDA, ACCORDING TO THE DECLARATION OF CONDOMINIUM, AS
RECORDED IN OFFICIAL RECORD BOOK 1656 AT PAGE 761 OF THE PUBLIC
RECORDS OF ESCAMBIA COUNTY, FLORIDA.

XMO2

6117450

default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

23. Attorneys' Fees. As used in this Security Instrument and the Note, "attorneys' fees" shall include any attorneys' fees awarded by an appellate court.

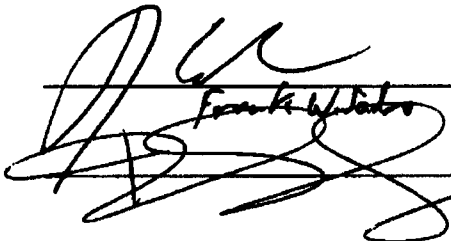
24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

- ☐ Adjustable Rate Rider
☐ Graduated Payment Rider
☐ Balloon Rider
☐ V.A. Rider

- ☒ Condominium Rider
☐ Planned Unit Development Rider
☐ Rate Improvement Rider
☐ Other(s) [specify]

- ☐ 1-4 Family Rider
☐ Biweekly Payment Rider
☐ Second Home Rider

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.
Signed, sealed and delivered in the presence of:



Frank W. Sadro



JOHN E. KENNINGTON (Seal)

(Seal)

(Seal)

(Seal)

STATE OF FLORIDA,

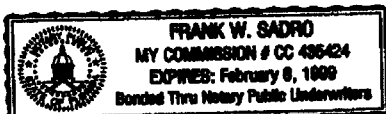
County ss: ESCAMBIA

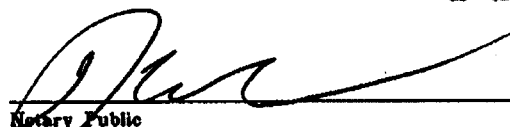
The foregoing instrument was acknowledged before me this
JOHN E. KENNINGTON, AN UNMARRIED MAN
who is personally known to me or who has produced

11TH DAY OF MAY, 1998

by

as identification.





Notary Public

XMO2 6117450

to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the

XMO1 6117450

cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. **Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. **Loan Charges.** If the loan secured by this Security Instrument is subject to law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail

XMO1 6117450

this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the

XMO1 6117450

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 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 and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over

98041704
REC 42.00
DOCS 336.70
INT 0.00 (EXEMPT/CREDIT UNION)

OR BK 4258 PG1659
Escambia County, Florida
INSTRUMENT 98-484750

MTG DOC STAMPS PD @ ESC CO \$ 336.70
05/20/98 ERNIE LEE MAGAHA, CLERK
By: *[Signature]*

THIS INSTRUMENT WAS PREPARED BY:
NAVY FEDERAL CREDIT UNION
MORTGAGE SECTION
PENSACOLA FL 325065488

Instrument exempt from
Class C Intangible Tax
Ernie Lee Magaha, Clerk

Prepared by:

RETURN TO:
CITIZENS TITLE GROUP, INC.
4300 BAYOU BLVD., SUITE 31
PENSACOLA, FL 32503

DIANNE MACDONELL

[Space Above This Line For Recording Data]

MORTGAGE

6117450

THIS MORTGAGE ("Security Instrument") is given on
JOHN E. KENNINGTON, AN UNMARRIED MAN

MAY 11TH, 1998

The mortgagor is

, whose address is

100 FORT PICKENS RD. #106 PENSACOLA BEACH FL 32561-2052
("Borrower"). This Security Instrument is given to Navy Federal Credit Union, which is organized and existing under the laws of the U.S. Government (12USC1751), and whose address is P.O. Box 3340, Merrifield, VA 22119-3340 ("Lender"). Borrower owes Lender the principal sum of

NINETY SIX THOUSAND TWO HUNDRED AND 00/100

Dollars (U.S. \$ 96,200.00). 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 payable on JUNE 1ST, 2028. 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 Lender the following described property located in ESCAMBIA County, Florida:

SEE SCHEDULE A ATTACHED HERETO AND MADE A PART HEREOF

THE FOLLOWING CHATTELS ARE HEREBY INCLUDED:
ALSO INCLUDING ANY RENEWALS OR REPLACEMENTS OF THESE ITEMS.

which has the address of 100 FORT PICKENS RD. #106 PENSACOLA BEACH [Street, City]
Florida 32561-2052 [Zip Code] ("Property Address");

XMO1

6117450

FLORIDA - Single Family - FIMA/FHLMC UNIFORM INSTRUMENT
Form 8010 8/90
Amended 8/93

NFCU 553M (12-93)

Page 1 of 6

OR BK3814 Pg0115
INSTRUMENT 00226202

STATE OF Florida
COUNTY OF Escambia

The foregoing instrument was acknowledged before me on 9th of August, 1995 by SHARON A. BELL, who is personally known to me or who has produced driver license as identification and did take an oath.

Angelyn C. Westmoreland
Notary Public

CC137994

This instrument prepared by:
Stephen R. Moorhead, Esquire
McDonald, Fleming, Moorhead & Ferguson
4300 Bayou Blvd., Suites 12 & 13
Pensacola, FL 32503



ANGELYN C. WESTMORELAND
MY COMMISSION EXPIRES
September 30, 1995
BONDED THRU NOTARY PUBLIC UNDERWRITERS

Instrument 00226202
Filed and recorded in the
Official Records
AUGUST 10, 1995
at 02:39 P.M.
ERNIE LEE MAGAHA,
CLERK OF THE CIRCUIT COURT
Escambia County,
Florida

1050
826.00

OR Bk3814 Pg0114
INSTRUMENT 00226202

D S PD \$828.00
Mort \$0.00 ASUM \$0.00
AUGUST 10, 1995
Ernie Lee Magaha,
Clerk of the Circuit Court
BY: *W. W. N. yz* D.C.

ASSIGNMENT OF SUBLEASE ON
DEEP WATER COVE, A CONDOMINIUM

STATE OF FLORIDA
COUNTY OF ESCAMBIA

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, whose mailing address is: 121 NANDINA GULF Breeze FL 32561, as sublessee under that certain sublease from Deep Water Corporation to LEE E. EATON AND HELEN EATON, HUSBAND AND WIFE, dated July 1, 1982 and recorded in Official Records Book 1670 at page 828 of the public records of Escambia County, Florida, on the following described property:

Unit No. 106 on the first floor of DEEP WATER COVE, a condominium, Phase I of Santa Rosa Island in Escambia County, Florida, according to the Declaration of Condominium, as recorded in Official Record Book 1656 at page 761 of the Public Records of Escambia County, Florida.

THE ASSIGNOR/GRANTOR HEREIN IS AN UNMARRIED WOMAN.

does hereby, for and in consideration of the One Hundred Dollars and other good and valuable considerations, sell, assign and convey the foregoing sublease, all interest of the undersigned in the above described apartment and its appurtenances to: JOHN E. KENNINGTON,

whose mailing address is: 100 Ft. Pickens Rd Unit 106
Pensacola Beach FL 32561.

Executed in the presence of:

[Signature]
Print Name of Witness:

[Signature]
Print Name of Witness:

[Signature: Sharon A. Bell]
SHARON A. BELL

[Signature: Angelyn C. Westmoreland]
Angelyn C. Westmoreland

SOUTHERN GUARANTY TITLE COMPANY

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

PENSACOLA, FLORIDA 32503

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

Email: rcsgrt@aol.com

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

CERTIFICATION: TITLE SEARCH FOR TDA

TAX DEED SALE DATE: 12-07-09

TAX ACCOUNT NO.: 17-0553-530

CERTIFICATE NO.: 2007-7698

In compliance with Section 197.256, Florida Statutes, the following is a list of names and addresses of those persons, firms and/or agencies having legal interest in or claim against the above described property. The above referenced tax sale certificate is being submitted as proper notification of tax deed sale.

YES NO

 X Notify City of Pensacola, P.O. Box 12910, 32596

 X Notify Escambia County, 190 Governmental Center, 32501

 X Homestead for tax year.

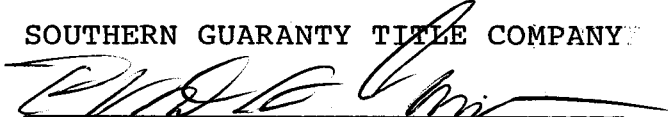
John E. Kennington
100 Ft. Pickens Rd. #106
Pensacola Beach, FL 32561

Navy Federal Credit Union
P.O. Box 3340
Merrifield, VA 22119-3340

SRIA
P.O. Box 1208
Pensacola Beach, FL 32562

Certified and delivered to Escambia County Tax Collector,
this 18th 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.

OWNERSHIP AND ENCUMBERANCE REPORT

CONTINUATION PAGE

File No.: 7278

June 4, 2009

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

1. That certain mortgage executed by John E. Kennington in favor of Navy Federal Credit Union dated May 11, 1998 and recorded May 20, 1998 in Official Records Book 4258, page 1659 of the public records of Escambia County, Florida, in the original amount of \$96,200.00.
2. Subject to terms and conditions of any controlling Santa Rosa Island leases, subleases, lease assignments, or condominium documents applicable to this parcel.
3. 2007 certificate delinquent. The assessed value is \$200,199.00. Tax ID 17-0553-530.

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.: 7278

June 4, 2009

Unit No. 106 on First Floor of Deep Water Cove, a condominium,
Phase I, Santa Rosa Island, Escambia County, Florida, according
to the Declaration of Condominium recorded in O.R. Book 1656,
page 761, 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.: 7278

June 4, 2009

Escambia County Tax Collector
P.O. Box 1312
Pensacola, FL 32569
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 06-04-89, through 06-04-09, and said search reveals the following:

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

John E. Kennington

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

June 4, 2009

Check Request Tax Cert 2007 TD 07698

File Edit View Insert Format Tools Message Help

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

To: Dana Move

Cc: Brenda Robinson; Carolyn Holland

Subject: Check Request Tax Cert 2007 TD 07698

Optima 12 B I U A

2007 TD 07698

Janet Holley Tax Collector
\$8734.10 (taxes due)

Tarpon IV LLC
P O Box 100736
Atlanta GA 30384-0736
\$401.70 (\$390.00 app fees, \$11.70 interest)

John Kennington
91-1079 Hoomahana St
EwaBeach HI 96706
\$1187.73 (refund overpayment)

MYLINDA K JOHNSON
Escambia County
Clerk of the Circuit Court
Tax Deed Division
850-595-3793
mjohnson@escambiaclerk.com

and Total Due
\$8,734.10

6/23/2009

Start Oncore FullSer... CourtView Janet Holley - Vital POS-partner DYMO Inbox - Outbo... Check Reque... 2:29 PM

ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT

ARCHIVES AND RECORDS
CHILD SUPPORT
CIRCUIT CIVIL
CIRCUIT CRIMINAL
COUNTY CIVIL
COUNTY CRIMINAL
DOMESTIC RELATIONS
FAMILY LAW
JURY ASSEMBLY
JUVENILE
MENTAL HEALTH
PROBATE
TRAFFIC



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

BRANCH OFFICES
ARCHIVES AND RECORDS
JUVENILE DIVISION
CENTURY

CLERK TO THE BOARD OF
COUNTY COMMISSIONERS

OFFICIAL RECORDS
COUNTY TREASURY
AUDITOR

7/1/2009


JOHN ERIC KENNINGTON
91-1079 HOOMAHANA ST
EWA BEACH HI 96706

Dear Owner:

The records of this office show a refund due to you on the following Tax Deed Certificate. This amount represents an overpayment of interest/application fees. Our system automatically calculates interest through the sale date and you redeemed in the month prior on 6/23/2009 which generates a refund.

<u>Tax Cert. #</u>	<u>Account #</u>	<u>Sale</u>	<u>Refund</u>
07698/2007	17-0553-530	12/07/200	1,187.73

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

By: 
Maryline Avila, Tax Deeds Division

Enclosure

ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT

ARCHIVES AND RECORDS
CHILD SUPPORT
CIRCUIT CIVIL
CIRCUIT CRIMINAL
COUNTY CIVIL
COUNTY CRIMINAL
DOMESTIC RELATIONS
FAMILY LAW
JURY ASSEMBLY
JUVENILE
MENTAL HEALTH
PROBATE
TRAFFIC



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

BRANCH OFFICES
ARCHIVES AND RECORDS
JUVENILE DIVISION
CENTURY

CLERK TO THE BOARD OF
COUNTY COMMISSIONERS

OFFICIAL RECORDS
COUNTY TREASURY
AUDITOR

7/1/2009

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

Dear Certificate Holder:

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

Tax Cert. #	Account #	Sale	Appl. Fees	Interest	Total
07698/2007	17-0553-530	12/07/200	390.00	11.70	401.70

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

By: 
Maryline Avila, Tax Deeds Division

Enclosure

ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT



BRANCH OFFICES
ARCHIVES AND RECORDS
JUVENILE DIVISION

CENTURY

ARCHIVES AND RECORDS
CHILD SUPPORT
CIRCUIT CIVIL
CIRCUIT CRIMINAL
COUNTY CIVIL
COUNTY CRIMINAL
DOMESTIC RELATIONS
FAMILY LAW
JURY ASSEMBLY
JUVENILE
MENTAL HEALTH
MIS
OPERATIONAL SERVICES
PROBATE
TRAFFIC

COUNTY OF ESCAMBIA
OFFICE OF THE
CLERK OF THE CIRCUIT COURT

CLERK TO THE BOARD OF
COUNTY COMMISSIONERS

OFFICIAL RECORDS
COUNTY TREASURY
AUDITOR

IMAGING COVER PAGE

This cover page is not a part of the original documents but is
necessary to avoid obscuring any information on
the original documents

Case: 2007 TD 007698



00002862082

Dkt: TD80 Pg#:

28

Original Documents Follow