

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
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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

Case: 2008 TD 001788



00047222695

Dkt: TD83 Pg#:

Original Documents Follow

TAX COLLECTOR'S CERTIFICATION

**Application
Date / Number
Sep 30, 2010 / 2525**

This is to certify that the holder listed below of Tax Sale Certificate Number **2008 / 1788** , issued the **30th** day of **May, 2008**, and which encumbers the following described property located in the County of Escambia, State of Florida to wit: **Parcel ID Number: 04-0912-230**

Certificate Holder:
HEARTWOOD 91-4, LLC
PO BOX 5707
FT LAUDERDALE, FLORIDA 33310

Property Owner:
MYRICK JEFFREY V
6449 BELLVIEW PINES PL
PENSACOLA , FLORIDA 32526

Legal Description: 39-1S3-052
LT 4 BLK C BELLVIEW PINES UNIT NO 9 PB 12 P 68 OR 4473 P 290

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
2008	1788	05/30/08	\$952.93	\$0.00	\$184.23	\$1,137.16

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
2010	2471	06/01/10	\$747.80	\$6.25	\$37.39	\$791.44
2009	2468	06/01/09	\$766.63	\$6.25	\$172.49	\$945.37

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
4. Ownership and Encumbrance Report Fee
5. Tax Deed Application Fee
6. Total Certified by Tax Collector to Clerk of Court
7. Clerk of Court Statutory Fee
8. Clerk of Court Certified Mail Charge
9. Clerk of Court Advertising Charge
10. Sheriff's Fee
11. _____
12. Total of Lines 6 thru 11
13. Interest Computed by Clerk of Court Per Florida Statutes.....(%)
14. One-Half of the assessed value of homestead property. If applicable pursuant to section 197.502, F.S.
15. Statutory (Opening) Bid; Total of Lines 12 thru 14
16. Redemption Fee
17. Total Amount to Redeem

\$2,873.97
\$0.00
\$150.00
\$75.00
\$3,098.97
\$3,098.97
\$37,848.50
\$6.25

*Done this 30th day of September, 2010

TAX COLLECTOR, ESCAMBIA COUNTY, FLORIDA

By *Diana Makarov*

Date of Sale: *March 7, 2011*

* 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,

**HEARTWOOD 91-4, LLC
PO BOX 5707
FT LAUDERDALE, Florida, 33310**

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
1788	04-0912-230	05/30/2008	39-1S3-052 LT 4 BLK C BELLVIEW PINES UNIT NO 9 PB 12 P 68 OR 4473 P 290

2009 TAX ROLL

MYRICK JEFFREY V
6449 BELLVIEW PINES PL
PENSACOLA , Florida 32526

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.

taxcerttda (Ivette Renje)

Applicant's Signature

09/30/2010

Date

ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT



BRANCH OFFICES
ARCHIVES AND RECORDS
JUVENILE DIVISION

CENTURY

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COUNTY OF ESCAMBIA
OFFICE OF THE
CLERK OF THE CIRCUIT COURT

CLERK TO THE BOARD OF
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OFFICIAL RECORDS
COUNTY TREASURY
AUDITOR

IMAGING COVER PAGE

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necessary to avoid obscuring any information on
the original documents

Case: 2008 TD 001788



00000227511

Dkt: TD82 Pg# :

15

Original Documents Follow

Southern Guaranty Title Company

4400 Bayou Boulevard, Suite 13B

Pensacola, Florida 32503

Telephone: 850-478-8121

Facsimile: 850-476-1437

11-173

OWNERSHIP AND ENCUMBRANCE REPORT

File No.: 8416

November 29, 2010

Escambia County Tax Collector
P.O. Box 1312
Pensacola, Florida 32569

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 11-29-90, through 11-29-10, and said search reveals the following:

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

Jeffrey V. Myrick

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: 

November 29, 2010

**OWNERSHIP AND ENCUMBRANCE REPORT
LEGAL DESCRIPTION**

File No.: 8416

November 29, 2010

Lot 4, Block C, Bellview Pines Unit #9, as per plat thereof, recorded in Plat Book 12, Page 68, of the Public Records of Escambia County, Florida

**OWNERSHIP AND ENCUMBRANCE REPORT
CONTINUATION PAGE**

File No.: 8416

November 29, 2010

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

1. Mortgage executed by Jeffrey V. Myrick to TCF National Bank Minnesota, dated 09/20/1999 and recorded in Official Record Book 4473 on page 292 of the public records of Escambia County, Florida. given to secure the original principal sum of \$74,147.52. Mortgage Modification in O.R. Book 5626, page 495.
2. Mortgage executed by Jeffrey V. Myrick to Beneficial Florida, Inc., dated 11/15/1999 and recorded in Official Record Book 4495 on page 489 of the public records of Escambia County, Florida. given to secure the original principal sum of \$12,007.47.
3. Judgment filed by Citifinancial Services, Inc. recorded in O.R. Book 4923, page 544.
4. Judgment filed by Central Credit Union of Florida AKA Endeavor Federal Credit Union recorded in O.R. Book 6572, page 424.
5. Judgment filed by Beneficial Florida, Inc. recorded in O.R. Book 5025, page 265.
6. Taxes for the year 2007-2009 delinquent. The assessed value is \$74,223.00. Tax ID 04-0912-230.

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: rcsqt@aol.com

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

CERTIFICATION: TITLE SEARCH FOR TDA

TAX DEED SALE DATE: March 7, 2011

TAX ACCOUNT NO.: 04-0912-230

CERTIFICATE NO.: 2008-1788

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 2010 tax year:

Jeffrey V. Myrick
Debra Marie Myrick
6449 Bellview Pines Place
Pensacola, FL 32526

Beneficial Florida, Inc.
6600B N. Davis Hwy.
Pensacola, FL 32504
and 577 Lamont Rd.
Elmhurst, IL 60126

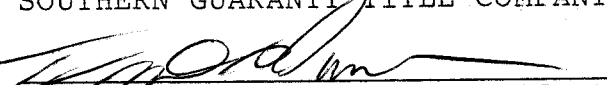
TCF National Bank, Minnesota
6224 N. 9th Ave., Ste 5
Pensacola, FL 32504
and
801 Marquette Ave.
Minneapolis, MN 55402

Citifinancial Services Inc.
5007 N. Davis Hwy., Ste 37
Pensacola, FL 32503

Central Credit Union of Florida aka
Endeavor Credit Union
P.O. Box 17048
Pensacola, FL 32522

Certified and delivered to Escambia County Tax Collector,
this 3rd day of December, 2010.

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.

1050
483/09

OR BK 4473 P60290
Escambia County, Florida
INSTRUMENT 99-666472

This Warranty Deed

Made this 20th day of September A.D. 19 99
by Richard E. Rollins and Diane L. Rollins,
husband and wife

DEED DOC STAMPS PD @ ESC CO \$ 483.00
09/24/99 ERNIE LEE JAMES, CLERK
By: Sally Ann

hereinafter called the grantor, to
Jeffrey V. Myrick, a single person

whose post office address is:
6449 Bellview Pines Place
Pensacola, FL 32526
Grantees' SSN:

hereinafter called the grantee:

(Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.)

Witnesseth, that the grantor, for and in consideration of the sum of \$ 10.00
and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Escambia
County, Florida, viz:

Lot 4, Block C, Bellview Pines Unit #9, being a portion of
Section 39, Township 1 South, Range 30 West, Escambia County,
Florida, according to Plat recorded in Plat Book 12 at Page 68
of the Public Records of said county.

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

Parcel Identification Number: 39-1S-30-5207-004-003
Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.
To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 19 98

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

Signed, sealed and delivered in our presence:

1st Witness sign: Nancy A. Nostrand
Print Name: Nancy A. Nostrand

Richard E. Rollins
Name & Address: Richard E. Rollins LS

2nd Witness sign: John H. McCoy
Print Name: John H. McCoy

Diane L. Rollins
Name & Address: Diane L. Rollins LS

Name: _____ Name & Address: _____ LS

Name: _____ Name & Address: _____ LS

State of Florida 1128 W. Gilmore Drive S
County of Monroe Key West, FL 33040

The foregoing instrument was acknowledged before me this 20th day of September, 19 99
by Richard E. Rollins and Diane L. Rollins, husband and wife

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



Sue Myers
Name: _____
Notary Public:
My Commission Expires: _____

PREPARED BY: Joanne Gunn
RECORD & RETURN TO:
Lawyers Title Agency of North Florida, Inc.
3960 Navy Boulevard, Unit 13
Pensacola, Florida 32507
File No: 3A-58860

WD-1
5093

FLORIDA

OR BK 4473 P60292
Escambia County, Florida
INSTRUMENT 99-666473

ACCOUNT NUMBER: 037 - 151 - 0054395

Prepared &
After Recording, return to:
TCF Bank
Attention: File Review
Mail Code 002-01-P
101 E 5th Street, Suite 101
St. Paul, MN 55101

NTG DOC STAMPS PD @ ESC CO \$ 259.70
09/24/99 ERNIE LEE NICHOLS, CLERK
By: Sally Mord
INTANGIBLE TAX PD @ ESC CO \$ 148.30
09/24/99 ERNIE LEE NICHOLS, CLERK
By: Sally Mord

3A-58860

MORTGAGE TO SECURE NOTE

THIS MORTGAGE, made this 20TH day of SEPTEMBER, 1999 by _____

JEFFREY V MYRICK , UNMARRIED
of 6449 BELLVIEW PINES PLACE, PENSACOLA, FL 32526 , hereinafter called Mortgagors
to TCF NATIONAL BANK MINNESOTA, 6224 N. 9TH AVENUE STE #5, PENSACOLA, FL 32504
hereinafter called Mortgagee.

WITNESSETH: In consideration of the principal sum set out in the promissory note of even date herewith hereinafter described, and for other valuable considerations, the Mortgagors do hereby grant, bargain, sell, alien, remise, release, convey and confirm unto Mortgagee, its successors and assigns forever, the following described property, situated in ESCAMBIA County, Florida:

Lot 4, Block C, Bellview Pines Unit #9, being a portion of Section 39, Township 1 South, Range 30 West, Escambia County, Florida, according to Plat recorded in Plat Book 12 at Page 68 of the Public Records of said County.

TOGETHER WITH all and singular, the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining and also all buildings, structures and other improvements now or hereafter situated thereon.

TO HAVE AND TO HOLD in fee simple the above granted and described premises unto Mortgagee, its successors and assigns forever. The Mortgagors hereby covenant with Mortgagee that they are indefeasibly seized of said land in fee simple; that the Mortgagors have full power and lawful right to convey the same in fee simple as aforesaid; that it shall be lawful for Mortgagee, its successors and assigns, at all times peaceably and quietly to enter upon, hold, occupy and enjoy said land and every part thereof; that said land is free from all encumbrances; that the Mortgagors will make such further assurances to perfect the fee simple title to said land in Mortgagee, its successors and assigns, as may reasonably be required; and that the Mortgagors do hereby fully warrant the title to said land and every part thereof and will defend the same against the lawful claims of all persons whomsoever.

PROVIDED ALWAYS, that if the Mortgagors shall: (1) pay unto Mortgagee that certain promissory note, executed by them concurrently herewith, in the principal sum of SEVENTY-FOUR THOUSAND ONE HUNDRED FORTY-SEVEN AND 52/100 Dollars (\$74,147.52), plus interest thereon, being payable in monthly installments of \$619.09 each, the first installment due on the 20TH day of OCTOBER, 1999 , and an additional installment to be paid on the 20TH day of each succeeding month thereafter (or on the last day of any succeeding month which has no such day) until said sum has been paid in full except the final installment shall be the balance due and (2) perform all the covenants and conditions of said promissory note and any renewal, extension or modification thereof, and of this mortgage, then this mortgage deed and the estate created hereby shall cease and be null and void.

The Mortgagors further covenant and agree to and with Mortgagee:

1. To pay promptly the principal sum and other sums of money payable by virtue of said promissory note and of this mortgage.
2. To pay all the taxes, assessments and encumbrances of every nature now on said described property, or that hereafter may be levied or assessed thereupon, when due or assessed thereupon, when due and payable before they become delinquent, and before any interest attaches or any penalty is incurred and promptly furnish Mortgagee with proof of payment therefore.
3. To place and continuously keep, on the buildings now or hereafter situated on said land, fire and extended coverage insurance in an amount of not less than the amount which may from time to time be specified by the Mortgagee, in such insurance company as may be approved by Mortgagee; provided, however, that if Mortgagee shall at any time be obligated to maintain fire and extended coverage insurance on said buildings, the Mortgagors shall be excused from performance of this obligation to the extent of any such duplicate coverage. All insurance policies of the Mortgagors shall contain the usual standard mortgagee clause making the loss under said policies payable to Mortgagee as its interest may appear; and every such policy and all renewals thereof shall be promptly delivered to and held by Mortgagee, together with a receipt for the premium thereon. Mortgagee shall have the right to adjust with the insurer any loss under any such policy, and any such adjustment shall be conclusive on the Mortgagors. Mortgagee shall have the right to receive and collect all proceeds paid on any claim under any such policy, to endorse the Mortgagors' names to any check or other instrument of payment, and to apply such proceeds in payment of any amount due under this mortgage and the note secured hereby and any expenses incurred by Mortgagee in processing any claim under any such policy. Mortgagee shall pay to the Mortgagors the balance of the proceeds, if any, remaining after the aforesaid deductions. Nothing contained herein shall impair or abrogate the right of the Mortgagors to procure insurance from an agent or company of their own selection as provided in the insurance laws of the state of Florida.

NOTICE: Unless you provide us with evidence of the insurance coverage required by your agreement with us, we may purchase insurance at your expense to protect our interests in your collateral. This insurance may, but need not, protect your interests. The coverage that we purchase may not pay any claim that you make or any claim that is made against you in connection with the collateral. You may later cancel any insurance purchased by us, but only after providing us with evidence that you have obtained insurance as required by our agreement. If we purchase insurance for the collateral, you will be responsible for the costs of that insurance, including interest and any other charges we may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to your total outstanding balance or obligation. The costs of the insurance may be more than the cost of insurance you may be able to obtain on your own.

4. To pay all and singular the costs, charges and expenses, including reasonable lawyers' fees, and costs of abstracts of title, incurred or paid at any time by the Mortgagee because of the failure on the part of the Mortgagors to promptly and fully perform the agreements and covenants of said promissory note and this mortgage, and said costs, charges, and expenses shall be immediately due and payable and shall be secured by the lien on this mortgage.

DUE-ON-TRANSFER RIDER

THIS DUE-ON-TRANSFER RIDER is made this 20TH day of SEPTEMBER, 1999, 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 TCF NATIONAL BANK MINNESOTA, 6224 N. 9TH AVENUE STE #5, PENSACOLA, FL 32504 (the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at:

6449 BELLVIEW PINES PLACE, PENSACOLA, FL 32526.....
(Property Address)

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

A. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

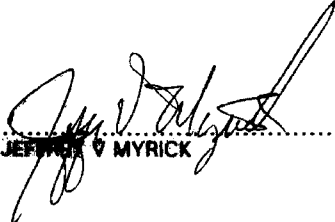
Covenant 12 of the Security Instrument is added to read as follows:

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. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, 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.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenant contained in this Due-On-Transfer Rider.


.....(Seal)
JEFFREY V MYRICK -Borrower

.....(Seal)
-Borrower

RCD Sep 24, 1999 10:15 am
Escambia County, Florida

Ernie Lee Magaha
Clerk of the Circuit Court
INSTRUMENT 99-666473

**CLOSED-END
LOAN MODIFICATION AGREEMENT**

For items with boxes, only items with checked boxes apply.

KMC misc
DEFINITIONS: "Borrower" means the person or persons signing below as borrowers. "Lender" means TCF National Bank (formerly known as TCF National Bank Minnesota, formerly known as TCF Bank Minnesota fsb, formerly known as TCF Bank Savings fsb, formerly known as TCF Banking and Savings, F.A., formerly known as Twin City Federal Savings and Loan Association). "Note" means the contract between Borrower Jeffrey V Myrick, unmarried and Lender dated 09-20-1999 with loan number 037-151-0054395-8001.

"Mortgage" means the mortgage which secures the Note, which is dated the same date as the Note and which is recorded in the Office of the: County Recorder or the Registrar of Titles for Escambia County, Florida on 09-24-1999 (date), as Document No. 99-666473 BK: 4473 PG: 0294.

DATE OF AGREEMENT

The date of this Agreement is 01-31-2005. This Agreement is not effective unless both Borrower and Lender sign this Agreement.

CHANGES TO THE NOTE

Borrower and Lender agree that the Note is changed as follows:

Extension of Final Due Date:

The final due date of the Note is changed to 02-20-2010. Lender agrees to make loans to Borrower according to the terms of the Note until this date. Borrower agrees to pay the entire unpaid balance of the Note, together with unpaid and accrued interest and any other changes owing, by this date. If any mortgages, liens or other encumbrances have been placed on the real property securing the Note after the original loan date, then the final due date remains unchanged.

Rate Change:

For Variable Rate Loans:

- The minimum annual interest rate, or Annual Percentage Rate, for the Note is changed to N/A%.
- The amount added to the annual interest rate index (called the "margin") is changed to N/A%.
- This change to the margin begins on the date of this Agreement and ends on N/A.
- On that date, the margin will change to the margin specified under the terms of the Note.

For Fixed Rate Loans:

The interest rate or finance charge for the Note is changed to N/A%.

Payment Change:

The total monthly payment for the Note (this includes the monthly fee for TCF Command Protection if TCF Command Protection was elected by Borrower and has not been canceled) is changed to \$619.09, beginning 03-20-2005. One final payment of \$69,904.30 is due on 02-20-2010.

CHANGES TO THE MORTGAGE

Borrower and Lender agree that the Mortgage is changed as follows:

The scheduled date for final payment of what Borrower owes under the Mortgage is changed to 02-20-2010. If any mortgages, liens or other encumbrances have been placed on the real property securing the Note after the original loan date, then the final due date remains unchanged.

The minimum annual interest rate, or Annual Percentage Rate, is changed to N/A%.

The amount added to the annual interest rate index (called the "margin") is changed to N/A%.
This change to the margin begins on the date of this Agreement and ends on N/A.
On that date, the margin will change to the margin specified under the terms of the Note.


Borrower Jeffrey V Myrick

Borrower

NOTE & MORTGAGE REFERENCES

Borrower and Lender agree that whenever the Note refers to the Mortgage, each reference will be to the Mortgage as modified by this Agreement. Whenever the Mortgage refers to the Note, each reference will be to the Note as modified by this Agreement.

MODIFICATION FEE

The Borrower agrees to pay a fee of \$N/A for the changes shown above.

OTHER CHANGES

All provisions of the Note and Mortgage, except as changed above, remain unchanged.

By signing below, Borrower agrees to the changes shown above. By signing, Borrower also states that she has received a completed copy of this form.

By signing, the collateral owner on the Note agrees to all the changes made to the Note and Mortgage under this agreement.

Collateral Owner

Collateral Owner

STATE OF Florida
COUNTY OF Essex

This instrument was acknowledged before me on this 29th day of March, 2005, by Jeffrey V Myrick, unmarried.

Catherine Macley
Notary Public (SEAL)



Catherine Macley
My Commission DD342037
Expires September 24, 2008

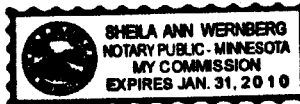
Agreed to by
TCF NATIONAL BANK
[Signature] (Signature)
Its VICE PRESIDENT

STATE OF MINNESOTA
COUNTY OF RAMSEY

This instrument was acknowledged before me on this 8TH day of MARCH, 2005, by PATRICIA BUSS as VICE PRESIDENT of TCF National Bank, a national banking association organized under the laws of the United States of America, on behalf of the corporation.

Sheila Ann Wernberg
Notary Public (SEAL)

This instrument was drafted by:
TCF National Bank
801 Marquette Avenue
Minneapolis, MN 55402



Return To:
Records Processing Services
577 Lamont Road
Elmhurst, IL 60126

OR BK 4495 P60489
Escambia County, Florida
INSTRUMENT 99-683474

MTG DIC STAMPS PD @ ESC CO \$ 42.35
11/22/99 ENNIE LEE WAGNER, CLERK
By: *Barbara Botten*

INTANGIBLE TAX PD @ ESC CO \$ 24.01
11/22/99 ENNIE LEE WAGNER, CLERK
By: *Barbara Botten*

24.00
42.35
24.01
90.36

MORTGAGE

311724

If box is checked, this Mortgage secures future advances.

THIS MORTGAGE is made this 15TH day of NOVEMBER 19 99, between the Mortgagor, JEFFREY V. MYRICK, A SINGLE PERSON

(herein "Borrower"), and Mortgagee BENEFICIAL FLORIDA INC., a corporation organized and existing under the laws of DELAWARE whose address is 8600B NORTH DAVIS, PENSACOLA, FL 32504 (herein "Lender").

The following paragraph preceded by a checked box is applicable.

WHEREAS, Borrower is indebted to Lender in the principal sum of \$ 12,007.47, evidenced by Borrower's Loan Agreement dated NOVEMBER 15, 1999 and any extensions or renewals thereof (including those pursuant to any Renegotiable Rate Agreement) (herein "Note"), providing for monthly installments of principal and interest, (including any adjustments in the amount of payments or the contract rate if that rate is variable), with the balance of the indebtedness, if not sooner paid, due and payable on NOVEMBER 15, 2009;

WHEREAS, Borrower is indebted to Lender in the principal sum of \$ _____, or so much thereof as may be advanced pursuant to Borrower's Revolving Loan Agreement dated _____, and interest at the rate and under the terms specified in the Note, including any adjustments in the interest rate if that rate is variable, and providing for a credit limit stated in the principal sum above and an initial advance of \$ _____;

TO SECURE to Lender the repayment of (1) the indebtedness evidenced by the Note, with interest thereon, including any increases if the contract rate is variable; (2) future advances under any Revolving Loan Agreement; (3) the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and (4) the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby Mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the County of ESCAMBIA State of Florida:

LOT 4, BLOCK C, BELLVIEW PINES UNIT #9, BEING A PORTION OF SECTION 39, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO PLAT RECORDED IN PLAT BOOK 12 AT PAGE 68 OF THE PUBLIC RECORDS OF SAID COUNTY.

This instrument was prepared by: KELLY A. SOLDON (Name)

8600B NORTH DAVIS, PENSACOLA, FL 32504

09-27-99 MTG



*M95937D05L99MTG0900FL0022610**MYRICK

ORIGINAL

FL002261

IN THE COUNTY COURT
IN AND FOR ESCAMBIA COUNTY,
FLORIDA

RCD Jun 19, 2002 03:54 pm
Escambia County, Florida

ERNIE LEE MAGAHA
Clerk of the Circuit Court
INSTRUMENT 2002-976680

CITIFINANCIAL SERVICES INC
5007 NORTH DAVIS HIGHWAY SUITE 37
PENSACOLA, FL 32503

Plaintiff,

VS.

JEFFREY V MYRICK
3885 NORTH PALAFOX
PENSACOLA, FL 32505

Defendant.


FINAL JUDGMENT AGAINST
JEFFREY V MYRICK
Case No. 2001-SC-5716

FILED & RECORDED
CIVIL DIVISION
2002 JUN 18 P 4:58
ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FL

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

ORDERED AND ADJUDGED that the Plaintiff shall recover from the Defendant(s) the
sum of \$1764.71, that shall bear interest at the rate of 9% per annum, for which let execution issue.

DONE AND ORDERED in Chambers at Pensacola, Escambia County, Florida, this
19th day of JUNE 2002.


County Judge

Copies to:
Plaintiff
Defendant

IDENTIFIED BY
THE ORIGINAL FILE IN THIS
WITNESS MY HAND AND OFFICIAL SEAL
ERNIE LEE MAGAHA, CLERK
CIRCUIT COURT AND COUNTY COURT
ESCAMBIA COUNTY, FLORIDA
COLUMBIA COUNTY, FLORIDA

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

**CENTRAL CREDIT UNION OF FLORIDA AKA ENDEAVOR FEDERAL CREDIT UNION
POST OFFICE BOX 17048
PENSACOLA FL 32522**

**Plaintiff,
VS.**

**JEFFREY V MYRICK
6449 BELLVIEW PINES PLACE
PENSACOLA FL 32526**

Defendant.

**Case No. 2010 SC 000366
Division: V
FINAL JUDGMENT AGAINST
JEFFREY V MYRICK**

ERDIE LEE MAGAHA
CLERK OF CIRCUIT COURT
MARCH 23 2010
COUNTY CIVIL DIVISION
FILED & RECORDED

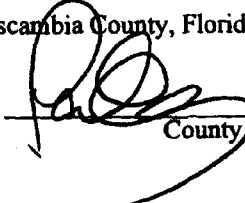
THIS CAUSE having come before the Court upon default after a Pretrial Conference, and the Court being fully advised in the premises, it is therefore

ORDERED AND ADJUDGED that the Plaintiff CENTRAL CREDIT UNION OF FLORIDA AKA ENDEAVOR FEDERAL CREDIT UNION hereby recovers from the Defendant JEFFREY V MYRICK \$1462.00 plus \$ 99.54 in interest, plus \$245.00 in costs for a total of **\$1806.54** that shall bear interest at the rate of 6% per annum, for all of which let execution issue.

IT IS FURTHER ORDERED AND ADJUDGED that the Defendant shall complete Florida Small Claims Rules Form 7.343 (Fact Information Sheet) and return it to the Plaintiff within 45 days from the date of this final judgment, unless the final judgment is satisfied or a motion for new trial or notice of appeal is filed.

Jurisdiction of this case is retained to enter further orders that are proper to compel the Defendant to complete Form 7.343 and return it to the Plaintiff's attorney or to the Plaintiff if the Plaintiff is not represented by an attorney.


DONE AND ORDERED in Chambers at Pensacola, Escambia County, Florida this
12th day of March, 2010.

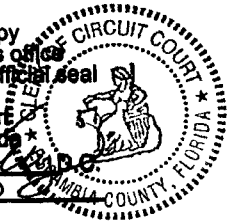


County Judge

Copies to:

CENTRAL CREDIT UNION OF FLORIDA
JEFFREY V MYRICK

Certified to be a true copy
the original on file in this office.
Witness my hand and official seal
ERDIE LEE MAGAHA
Clerk of the Circuit Court
Escambia County, Florida
By: 
Date 3/23/2010



Case: 2010 SC 000366
00025412817
Dkt: CC1033 Pg#:

OR BK 5025 PG0265
Escambia County, Florida
INSTRUMENT 2002-035243

IN THE COUNTY COURT
IN AND FOR
ESCAMBIA COUNTY, FLORIDA

BENEFICIAL FLORIDA, INC.,
A CORPORATION,
Plaintiff,

vs.

CASE NO.: 2002-CC-5028
DIVISION: I

JEFFERY V. MYRICK
Defendant.

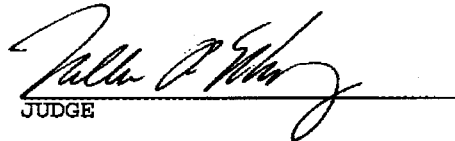
FINAL JUDGMENT

The Court finding that the Defendant, JEFFERY V. MYRICK is indebted to the Plaintiff, BENEFICIAL FLORIDA, INC., A CORPORATION, in the principal sum of \$11,692.01, plus \$3,381.64 interest, plus \$750.00 attorneys fees, plus costs herein taxed at \$115.50, it is;

ADJUDGED that the Plaintiff, BENEFICIAL FLORIDA, INC., A CORPORATION, recover from the Defendant, JEFFERY V. MYRICK the principal sum of \$11,692.01, plus interest in the sum of \$3,381.64, plus \$750.00 attorneys fees, for a total of \$15,823.65, plus costs herein taxed at \$115.50, which shall accrue post-judgment interest at the statutory rate of nine percent (9%) per annum from the date of this judgment until paid, for all of which let execution issue.

DONE AND ORDERED at Pensacola, Escambia County, Florida, this 27th day of

November, 2002


JUDGE

Copies to:
Lawrence C. Rolfe, Esquire
P.O. Box 4400
Jacksonville, Florida 32201-4400

Jeffery V. Myrick
6449 Bellview Pines Place
Pensacola, Florida 32526
20025299

Plaintiff's Address is:
BENEFICIAL FLORIDA, INC.
c/o Rolfe & Lobello, P.A.
P.O. Box 4400
Jacksonville, Florida 32201-4400

RCD Dec 05, 2002 02:53 pm
Escambia County, Florida

ERNIE LEE MAGAHA
Clerk of the Circuit Court
INSTRUMENT 2002-035243

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

Bank of America



PENSACOLA, FLORIDA

63-27
631

9000013269

VOID AFTER 6 MONTHS

PAY

*FIVE HUNDRED THIRTY NINE AND 34/100

JEFFREY V MYRICK

TO THE ORDER OF JEFFREY V MYRICK
6449 BELLVIEW PINES PLACE
PENSACOLA, FL 32526

DATE

AMOUNT

11/09/2010

539.34

Ernie Lee Magaha

ERNIE LEE MAGAHA, CLERK OF THE COURT



⑈9000013269⑈ ⑆063100277⑆ 898033991356⑈

ERNIE LEE MAGAHA
CLERK OF THE COURT & COMPTROLLER

9000013269

Date	Case Number	Description	Amount
11/09/2010	2008 TD 001788	PAYMENT TAX DEEDS	539.34

9000013269

Check: 9000013269 11/09/2010 JEFFREY V MYRICK

Check Amount: 539.34

ERNIE LEE MAGAHA
CLERK OF THE COURT & COMPTROLLER
P.O. BOX 333
PENSACOLA, FL 32581-0333
(850) 595-4140
REGISTRY ACCOUNT



PENSACOLA, FLORIDA

VOID AFTER 6 MONTHS

63-27
631

9000013265

PAY

*FOUR HUNDRED ONE AND 70/100

HEARTWOOD 91-4 LLC

DATE

AMOUNT

11/09/2010

401.70

TO THE ORDER OF HEARTWOOD 91-4 LLC
P O BOX 5707
FORT LAUDERDALE, FL 33310

Ernie Lee Magaha

ERNIE LEE MAGAHA, CLERK OF THE COURT



⑈9000013265⑈ ⑆063100277⑆ 898033991356⑈

ERNIE LEE MAGAHA
CLERK OF THE COURT & COMPTROLLER

9000013265

<u>Date</u>	<u>Case Number</u>	<u>Description</u>	<u>Amount</u>
11/09/2010	2008 TD 001788	PAYMENT TAX DEEDS	401.70

9000013265

Check: 9000013265 11/09/2010 HEARTWOOD 91-4 LLC

Check Amount: 401.70

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

Bank of America
 PENSACOLA, FLORIDA

9000013268

63-27
 631

VOID AFTER 6 MONTHS

PAY

TWENTY SIX THOUSAND ONE HUNDRED TWENTY FOUR AND 46/100.

JANET HOLLEY TAX COLLECTOR

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

DATE: 11/09/2010
 AMOUNT: 26,124.46

Ernie Lee Magaha
 ERNIE LEE MAGAHA, CLERK OF THE COURT

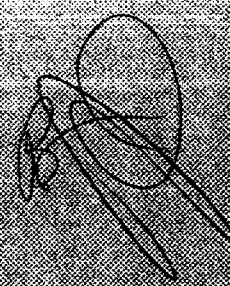


⑈9000013268⑈ ⑆063100277⑆ 898033991356⑈

ERNIE LEE MAGAHA
 CLERK OF THE COURT & COMPTROLLER

9000013268

Date	Case Number	Description	Amount
11/09/2010	2008 TD 000641	PAYMENT TAX DEEDS	811.96
11/09/2010	2008 TD 004632	PAYMENT TAX DEEDS	609.60
11/09/2010	2008 TD 000813	PAYMENT TAX DEEDS	607.60
11/09/2010	2008 TD 003627	PAYMENT TAX DEEDS	256.10
11/09/2010	2008 TD 005600	PAYMENT TAX DEEDS	609.60
11/09/2010	2008 TD 003608	PAYMENT TAX DEEDS	611.72
11/09/2010	2008 TD 001745	PAYMENT TAX DEEDS	98.12
11/09/2010	2008 TD 001656	PAYMENT TAX DEEDS	609.60
11/09/2010	2008 TD 003399	PAYMENT TAX DEEDS	609.60
11/09/2010	2008 TD 001749	PAYMENT TAX DEEDS	609.60



There are additional check details for this check that total:

6,840.00 9000013268

Check: 9000013268 11/09/2010 JANET HOLLEY TAX COLLECTOR

Check Amount: 26,124.46

2008 TD 04834 12.50
 2008 TD 03342 831.81
 2008 TD 01788 3,198.19
 2008 TD 07666 1,324.75
 2008 TD 07487 1,473.18