Agency:

5/21/10 10:44 AM

# **MEMORANDUM TAX BILL**

PREPARED BY First American Tax Services

A TAXIDEN	TAX IDENTIFICATION APPARE		FIRCODE 11 BILL	BILL NUMBER
04-2	04-2249-000			
· · · · · · · · · · · · · · · · · · ·	PROPERTYLOCAL	LOCATION/LEGAL DESCRIPTION	PTION	
To prevent Tax Deed Sale (2007-2009 Taxes)				
CAUSTONER DE CONTRACTOR	OKREACE ACCOUNT NUMBER	ABERI, evilor	CONTRACT	SSUE DATE
46335 20	20-0051-0257908		-	
OWNER / ADDRESS		INST DATE DUE	BASE AMOUNT	P&I *
Chris A Byrd 837 Lucerne Ave		06/20/10	\$3,382.59	
Pensacola, FL 32505	-			
MAIL TO	İ	4 TOTAL	\$3,382.59	
Escambia County Clerk of Court 2211 Palafox Place Suite 110		TOTAL DUE BASE+P&I	\$3,382.59	·
Pensacola, FL 32502	0 ]	CHECK MADE	Escambia County Clerk of Court	ţ
		PAYABLE TO		5
	For Questions or Karen Trost	For Questions or Problems please contact Karen Trost 1-800-969-8787 x6704	nact xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx	

P.O. BOX 4037 **BUFFALO, NY 14240-4037** 

000002-000002-03/06-32829 OV01662820100525-3282901450B81 **CITIFINANCIAL 605 MUNN ROAD** FORT MILL, SC 29715 ATTN: KELLY LUKACHYK

# **Details of Payment:**

20-0051 FORT MILL, SC 803-835-4072 **CHRIS A BYRD** 

## Ordered By:

CITIGROUP INC, CORPORATE TREASURY 300 ST PAUL PLACE BALTIMORE MD US

# Beneficiary:

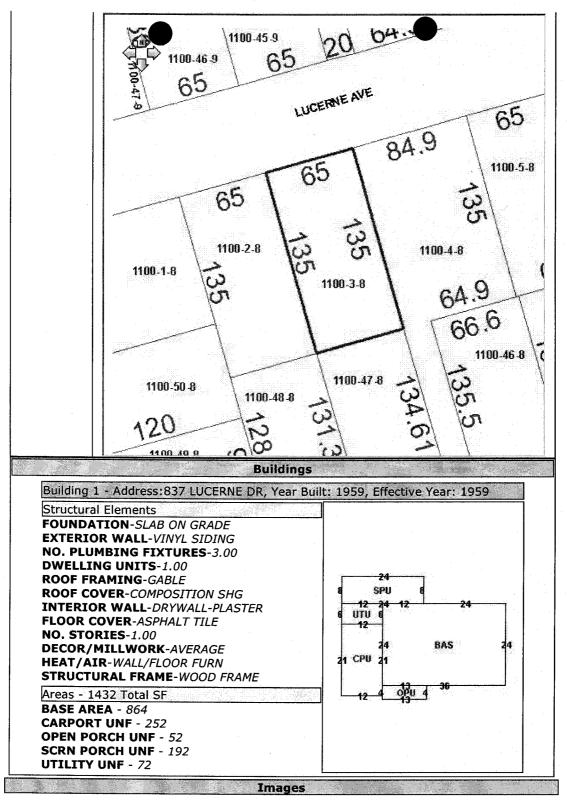
ESCAMBIA COUNTY CLERK OF COURT

**CLIENT ID: REF. NUMBER:** 

32829 3282901450B81C3W

**ISSUE DATE:** MAY 26, 2010

CHECK NUMBER: AMOUNT DUE: 050557503 USD \*\*\*\*\*\*\*\*\* \$3,382.59



None

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



# Chris Jones Escambia County Property Appraiser

Real Estate Search | Tangible Property Search | Amendment 1 Calculations

Back



Navigate Mode ○ Reference

Account

Printer Friendly Version

General Information

Reference:

461S301100003008

Account:

042249000

**Owners:** 

**BYRD CHRIS ALLEN** 

Mail:

413 E WOODRING ST

PULASKI, TN 38478

Situs:

837 LUCERNE DR

**Use Code:** 

SINGLE FAMILY RESID

**Taxing** 

**COUNTY MSTU** 

**Authority:** Tax Inquiry:

Open Tax Inquiry Window

Tax Inquiry link courtesy of Janet Holley,

**Escambia County Tax Collector** 

2009 Certified Roll Assessment

Improvements:

\$31,310

Land:

\$12,350

Total:

\$43,660

Save Our Homes:

\$0

Disclaimer

Amendment 1 Calculations

Sales Data

Official Sale **Book Page Value Type** Records **Date** (New Window)

03/2005 5584 806 \$100 QC View Instr 05/1981 1539 964 \$376 TD View Instr 01/1972 649 957 \$12,000 OT View Instr 01/1911 1164 283 \$15,900 WD View Instr

Official Records Inquiry courtesy of Ernie Lee Magaha,

Escambia County Clerk of the Court

2009 Certified Roll Exemptions

None

Legal Description

LT 3 BLK 8 OR 5584 P 806 WILDEWOOD PB 4 P 47/47A SEC 46/10 T 1/2S R 30

Extra Features

None

Parcel

Information

Restore Map

Launch Interactive Map Get Map Image

Section Map

Id:

46-1S-30-2

Approx. Acreage:

0.2000

Zoned:

R-2 P

# Notice to Tax Collector of Application for Tax Deed

# **TO: Tax Collector of Escambia County**

In accordance with Florida Statutes, I,

RILEY DICK N & BETTY N TRUSTEE OF RILEY

LIVING TRU C/O M&F BANK

NICEVILLE, Florida, 32578

holder of the following tax sale certificate hereby surrender same to the Tax Collector and make tax deed application thereon:

**Certificate No.** 2012

**Parcel ID Number** 

Date

**Legal Description** 

04-2249-000

05/30/2008 46-153-011

LT 3 BLK 8 OR 5584 P 806 WILDEWOOD PB 4 P

47/47A SEC 46/10 T 1/2S R 30

**2009 TAX ROLL** 

BYRD CHRIS ALLEN 413 E WOODRING ST PULASKI , Tennessee 38478

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.

FORM 513 (r.12/00)

# TAX COLLECTOR'S CERTIFICATION

Application Date / Number Apr 25, 2010 / 2127

This is to certify that the holder listed below of Tax Sale Certificate Number 2008 / 2012 , 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: 04-2249-000

**Certificate Holder:** 

RILEY DICK N & BETTY N TRUSTEE OF RILEY LIVING TRU C/O M&F BANK

NICEVILLE, FLORIDA 32578

Property Owner: BYRD CHRIS ALLEN 413 E WOODRING ST PULASKI, TENNESSEE 38478

Legal Description: 46-1S3-011

LT 3 BLK 8 OR 5584 P 806 WILDEWOOD PB 4 P 47/47A SEC 46/10 T 1/2S R 30

has surrendered same in my office and made written application for tax deed in accordance with Florida Statutes. I certify that the following tax certificates, interest, ownership and encumbrance report fee, and Tax Collector's fees have been paid:

CERTIFICATES OWNED BY APPLICANT AND FILED IN CONNECTION WITH THIS TAX DEED APPLICATION:

2008 2012 05/20/08 \$433.62 \$0.00 \$156.10 \$589	Cert. Year	Certificate Number	Date of Sale	Face Amt	T/C Fee	Interest	Total
2000 2012 03/30/06 \$433.02 \$0.00 \$130.10	2008	2012	05/30/08	\$433.62	\$0.00	\$156.10	\$589.72

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	l
2009	2758	06/01/09	\$920.92	\$6.25	\$96.70	\$1,023.87	l

	12.00	. 00/01/00	Ψ020.02	Ψ0.20	<b>400</b>	<b>+</b> ·, · ·
		_				
	I of all Certificates in Applic		nd Cost of the Cer	tificates Redeen	ned by	
Appl	icant or Included (County)					\$1,613.59
2. Tota	I of Delinquent Taxes Paid	by Tax Deed Applic	cation			\$0.00
	I of Current Taxes Paid by					\$777.23
	ership and Encumbrance					\$150.00
	Deed Application Fee	( <b>o</b> po.( ) oo				\$75.00
	l Certified by Tax Collector	to Clerk of Court				\$2,615.82
	k of Court Statutory Fee					
8. Clerl	k of Court Certified Mail Ch	narge				
9. Clerl	k of Court Advertising Cha	rge				
10. Sher	iff's Fee					
11						
12. Tota	l of Lines 6 thru 11	-				\$2,615.82
13. Inter	est Computed by Clerk of	Court Per Florida St	atutes(%)			
14. One	-Half of the assessed value	e of homestead prop	erty. If applicable	pursuant to sect	ion	
	502, F.S.			•		
15. Statu	utory (Opening) Bid; Total	of Lines 12 thru 14				
	emption Fee					\$6.25

\*Done this 25th day of April, 2010

TAX COLLECTOR, ESCAMBIA COUNTY, FLORIDA

Date of Sale:

17. Total Amount to Redeem

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

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

Receipt Type Case

Outstanding Amount

0.00

Receipt Number 1149458

Receipt Date

05/10/2010

Case Number 2009 TD 002012

Description RILEY TRUSTEE, DICK N. et al VS

Action TAX DEED APPLICATION

Judge

Received From DICK & BETTY RILEY TRUSTEES

On Behalf Of RILEY LIVING TRUST

390.00 390.00	Received Received	
0.00	Change	

Receipt Payments

Cash

Amount Reference Description

390.00 ONC TRANS 792227

Receipt Applications

Holding Service Charge Amount 330.00 60.00

Disbursement Accounts

DEPOSITS - TAX DEEDS TAX DEED CERTIFICATE

CLERKS FEE

Amount

330.00 60.00

Deputy Clerk: bbr Transaction Date 05/10/2010 10:58:27

Comments



Transaction #: 793450 Receipt #: 201020799

Cashier Date: 5/10/2010 10:56:43 AM (BROBINSON)

AM

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

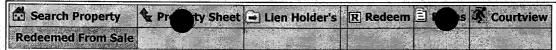
Customer Information	Transaction Information	Payment Summary
(TXD) TAX DEED DIVISION CLERK OF THE CIRCUIT COURT 221 PALAFOX PLACE Pensacola, FL 32502	DateReceived: 05/10/2010 Source Code: Drop-off Q Code: Return Code: Government Trans Type: Recording Agent Ref Num:	Total Fees \$390.00 Total Payments \$390.00

1 Payments		
PE CLERK		\$390.00
P CLERK		

# 0 Recorded Items

# 0 Search Items

1 Miscellaneous Items		
(MISCFEE) MISCELLANEOUS FEES T CERT 2008 TD 002012	<b>X</b>	
TAXCR	330	\$330.00
TAXCT	1	\$60.00





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

Tax Deed - Redemption Calculator
Account: 042249000 Certificate Number: 002012 of 2008

	Final Redemption Payment ESTIMATED	Redemption Overpayment ACTUAL
	Auction Date 10/04/2010	Redemption Date 06/01/2010
Months	6	2
Tax Collector	\$2,615.82	\$2,615.82
Tax Collector Interest	\$235.42	\$78.47
Tax Collector Fee	\$6.25	\$6.25
Total Tax Collector	\$2,857.49	\$2,700.54
Clerk Fee	\$60.00	\$60.00
-		
Sheriff Fee	\$120.00	\$120.00
Legal Advertisement	\$210.00	\$210.00
App. Fee Interest	\$35.10	\$11.70
Total Clerk	\$425.10	\$401.70
Postage	\$60.00	\$0.00
Researcher Copies	\$40.00	\$40.00
Total Redemption Amount	\$3,382.59	\$3,142.24
	Repayment Overpayment Refund Amount	\$240.35 + 120 + 210 = 570,

Submit

Reset

Print Preview

TAX ID: Union				BIELSTYPE	TAX YEAR
04-2249-00	0			-	2007-2009
PROPERTY ADDRESS:				Check Issue	Date
837 Lucerne A				, <b>-</b>	
Pensacola, FL MORTGAGE ACCOUNT NUMBER:	32505			Reference N	
20-0051-0257	908			- Reference	шине
Owner / Mailing Address:	Inst	Year	ELD(s)	Base Amount	P&I
	1	2007- 2009	-	\$3,382.59	-
Chris A byrd	-	-		-	-
- -	-	•	-	•	-
837 Lucerne Ave	-	<u> </u>	_	· <u>-</u>	<u>.</u>
. <del>.</del>	-	-	-	-	-
Pensacola, FL 32505		-	•	•	•
		-	<u>-</u>	-	-
	-	<u> </u>	-		-
	-	-	-	-	-
Mail to Agency:			-	-	<u>-</u>
	-	-	. <b>-</b>	-	-
Escambia County Clerk of Court	-	-	-	<u>-</u>	•
2211 Palafox Place, Suite 110	-	-	_	-	_
Pensacola, FL 32502		Bill Fee		-	-
<b>-</b>		d Base/P& Amt Due:		\$3,382.59 \$3,382.59	

# Any questions regarding payment please contact:

1-800-969-8787

**Extensio** 

All Refunds should be made payable to First American and mailed to
First American Tax Real Estate
Attention: Refund Department
95 Methodist Hill Rd. Suite 100
Rochester, NY 14623

<sup>\*</sup>Citimortgage checks paid through First American Real Estate Tax Service, Inc. are issued by Integrated Payment Services and are certified funds.

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

Receipt Type Case

Outstanding Amount

0.00

Receipt Number 1157723

Receipt Date

06/01/2010

Case Number 2008 TD 002012

Description RILEY TRUSTEE, DICK N. et al VS

Action TAX DEED REDEMPTION

Judge

Received From CITIFINANCIAL

On Behalf Of RILEY LIVING TRUST

Total Received Net Received 3,382.59 3,382.59

Change

0.00

Receipt Payments

Check

Amount Reference Description

3,382.59 050557503

Receipt Applications

Holding

Amount

3,342.59

Service Charge

40.00

Deputy Clerk:

mavila

Transaction Date 06/01/2010 15:14:19

Comments

THE REVERSE SIDE OF THIS DOCUMENT INCLUDES MICROPRINTED ERNIE LEE MAGAH, CLERK OF THE COURT & COMP P.O. BOX 333 PENSACOLA, FL 32591-0333 (850) 595-4140 REGISTRY ACCOUNT

Bank of America. PENSACOLA, FLORIDA

631

9000012420

**VOID AFTER 6 MONTHS** 

PAY

DICK N AND BETTY N RILEY TRUSTEES

TO THE DICK N AND BETTY N RILEY TRUSTEES ORDER C/O M&F BANK OF -750 JOHN SIMS PKWY NICEVILLE, FL 32578

\*FOUR HUNDRED ONE

DATE

**AMOUNT** 

AND 70/100

06/08/2010

RSEMENT LINES AND ARTIFICIAL WATERMARK - HOLD AT AN ANGLE TO VIEW

401.70

#9000012420# #063100277# B98033991356#

**ERNIE LEE MAGAHA CLERK OF THE COURT & COMPTROLLER**  9000012420

Case Number 06/08/2010 2008 TD 002012 Description PAYMENT TAX DEEDS

Amount 401.70

9000012420

Check: 9000012420 06/08/2010 DICK N AND BETTY N RILEY TRUSTEES Check Amount:

401.70

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

ERNIE LEE MAGAHA CLERK OF THE COURT & COMP P.O. BOX 333 PENSACOLA, FL 32591-0333

(850) 595-4140 REGISTRY ACCOUNT

FIRST AMERICAN TAX REAL ESTATE

TO THE FIRST AMERICAN TAX REAL ESTATE ORDER ATTN: REFUND DEPT OF 95 METHODIST HILL RD SUITE 100 ROCHESTER, NY 14623

Bank of America.

PENSACOLA, FLORIDA

9000012429

**VOID AFTER 6 MONTHS** 

\*FIVE HUNDRED SEVENTY AND 35/100

AMOUNT

06/08/2010

570.35

#9000012429# #063100277# B9B033991356#

**ERNIE LEE MAGAHA CLERK OF THE COURT & COMPTROLLER**  9000012429

<u>Date</u> <u>Case Number</u> 06/08/2010 2008 TD 002012

Description PAYMENT TAX DEEDS

Amount 570.35

9000012429

Check: 9000012429 06/08/2010 FIRST AMERICAN TAX REAL ESTATE

Check Amount:

570.35

**ERNIE LEE MAGAH** CLERK OF THE COURT & COMP P.O. BOX 333

PENSACOLA, FL 32591-0333 (850) 595-4140 REGISTRY ACCOUNT

PENSACOLA, FLORIDA

9000012434

**VOID AFTER 6 MONTHS** 

\*FIFTY FOUR THOUSAND SEVEN HUNDRED TWENTY EIGHT

JANET HOLLEY TAX COLLECTOR

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

06/08/2010

#9000012434# #063100277# 898033991356#

	ERNIE LEE MAGAHA CLERK OF THE COURT & COMPTROLLER	9000012434
Date Case Number - 2003 TD 002156	Description PAYMENT TAX DEEDS	Amount 6,25
/06/08/2010 2008 TD 004104	PAYMENT TAX DEEDS	4,626.91
/06/08/2010 2003 TD 003384	PAYMENT TAX DEEDS	3,788.79
06/08/2010 2008 TD 003137	PAYMENT TAX DEEDS	1,165.91
∕06/08/2010 2008 TD 001743	FAYMENT TAX DEEDS	9,599.48
/06/08/2010 2008 TD 002012	PAYMENT TAX DEEDS	2,700.54
<b>√</b> 6708/2010 2008 TD 000264	FAYMENT TAX DEEDS	6.25
06/08/2010 2003 TD 005208	PAYMENT TAX DEEDS	6.25
06/08/2010 2008 TD 003383	PAYMENT TAX DEEDS	3,467.20
∕66/08/2010 2008 TD 006413	PAYMENT TAX DEEDS	5.469.35
There are additional check de	tails for this check that total:	<sup>23,8</sup> 9000012434

Check: 9000012434 06/08/2010 JANET HOLLEY TAX COLLECTOR 54,728.21 Check Amount:

NOV8 7D 00307 5,632.49 /ms 10 00306 5632.49 2008 1D 05900 2.549.14 2018 70 00393 5,846.81

20810 07241 6.25

2008 TD 00017 4, 224:10

# ERNIE LEE MAGAHA CLERK OF THE CIRCUIT COURT

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



COUNTY OF ESCAMBIA
OFFICE OF THE
CLERK OF THE CIRCUIT COURT

BRANCH OFFICES ARCHIVES AND RECORDS JUVENILE DIVISION

CENTURY

CLERK TO THE BOARD OF COUNTY COMMISSIONERS

> OFFICIAL RECORDS COUNTY TREASURY AUDITOR

# IMAGING COVER PAGE

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

Case: 2008 TD 002012

00022505025

Dkt: TD80 Pg#:

15

Original Documents Follow

# **Maryline Avila**

From:

"Maryline Avila" <mavila@escambiaclerk.com>

To:

"Dana Moye" <dmoye@escambiaclerk.com>

Cc:

"Carolyn Holland" <cholland@escambiaclerk.com>; "Brenda Robinson" <brookinson@escambiaclerk.com>

Sent:

Wednesday, June 02, 2010 9:01 AM

Subject:

Check Request Tax Cert 2008 TD 02012

2008 TD 02012

Please issue checks:

Janet Holley Tax Collector \$2,700.54(taxes due)

10 - 463

Dick N & Betty N Riley Trustees c/o M&F Bank 750 John Sims Pkwy Niceville FL 32578

\$401.70(\$390.00 app fees, \$11.70 interest)

First American Tax Real Estate

Attn: Refund Dept

95 Methodist Hill Rd., Suite 100

Rochester NY 14623

\$570.35(refund overpayment)

Maryline Avila

**Escambia County** 

Clerk of Circuit Court

Tax Deeds Division

(850) 595-3793

(850) 595-4827

mavila@escambiaclerk.com

BK: 6542 PG: 972 Last Page

# CITIFINANCIAL EQUITY SERVICES, INC.

- (c) The case number of the action is as shown in the caption.
- (d) The property that is the subject matter of this action is in Escambia County, Florida, and is described as follows:

LOT 3, BLOCK 8, WILDEWOOD SUBDIVISION, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO PLAT RECORDED IN PLAT BOOK 4 AT PAGES 47 AND 47-A OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

DATED THIS <u>14TH</u> DAY OF <u>DECEMBER</u>, <u>2009</u>.

Law Offices of Daniel C. Consuegra

Daniel C. Consuegra/Florida Bar #371300

Jennifer A. Sesta/Florida Bar #0966339

Shannon N. Collins/Florida Bar #43574

Thomasina F. Moore/Florida Bar #057990

Dessa Lansen/Florida Bar #66384

Lindsay R. Dunn/Florida Bar #55740

Rubina K. Shaldjian/Florida Bar #64466

Elizabeth M. Ferrell/Florida Bar #52092

Lance L. Morley/Florida Bar #66233

Josh D. Donnelly/Florida Bar #64788

9204 King Palm Drive

Tampa, Florida 33619-1328

Tel (813) 915-8660

Fax (813) 915-8559

Recorded in Public Records 12/21/2009 at 10:37 AM OR Book 6542 Page 971, Instrument #2009086864, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL

ERNIE LEE MAGAHA CLERK OF CIRCUIT COURT ESCAMBIA COUNTY, FL

2009 DEC 15 A 11: 02

CIRCUIT CIVIL DIVISION FILED & RECORDED

# IN THE CIRCUIT COURT OF THE FIRST JUDICIAL CIRCUIT OF THE STATE OF FLORIDA, IN AND FOR ESCAMBIA COUNTY CIVIL DIVISION

CITIFINANCIAL EQUITY SERVICES, INC.

Plaintiff,

VS.

1 F

CASE NO. 2009 GA 4261

CHRIS ALLEN BYRD; UNKNOWN SPOUSE OF CHRIS ALLEN BYRD; IF LIVING, INCLUDING ANY UNKNOWN SPOUSE OF SAID DEFENDANT(S), IF REMARRIED, AND IF DECEASED, THE RESPECTIVE UNKNOWN HEIRS, DEVISEES, GRANTEES, ASSIGNEES, CREDITORS, LIENORS, AND TRUSTEES, AND ALL OTHER PERSONS CLAIMING BY, THROUGH, UNDER OR AGAINST THE NAMED DEFENDANT(S); UNKNOWN TENANT #1; UNKNOWN TENANT #2;

Defendant(s)

## **NOTICE OF LIS PENDENS**

TO DEFENDANT(S) CHRIS ALLEN BYRD; UNKNOWN SPOUSE OF CHRIS ALLEN BYRD; IF LIVING, INCLUDING ANY UNKNOWN SPOUSE OF SAID DEFENDANT(S), IF REMARRIED, AND IF DECEASED, THE RESPECTIVE UNKNOWN HEIRS, DEVISEES, GRANTEES, ASSIGNEES, CREDITORS, LIENORS, AND TRUSTEES, AND ALL OTHER PERSONS CLAIMING BY, THROUGH, UNDER OR AGAINST THE NAMED DEFENDANT(S); UNKNOWN TENANT #1; UNKNOWN TENANT #2; , AND ALL OTHERS WHOM IT MAY CONCERN:

### YOU ARE HEREBY NOTIFIED OF THE FOLLOWING:

- (a) The plaintiff has instituted this action against you seeking to foreclose a mortgage with respect to the property described below;
  - (b) The plaintiff in this action is:

Case: 2009 CA 004261

00003652610 Dkt: CA1039 Pg#:

9

File #53323

CHRIS BYRD

08/01/2006

# REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR -MORTGAGES OR DEEDS OF TRUST

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, with a copy to P. O. Box 17170, Baltimore, MD 21203, of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

NOTIC	E TO BORROWER
Do not sign this Mortgage if it contains blank	spaces. All spaces should be completed before you sign.
Signed, sealed and delivered in the presence of:	
00 9-	
	(Seal)
Typed Name: CHRISTY SILLS	Typed Name: CHRIS ALLEN BYRD
•	Address: 837 LUCERNE AVE
	PENSACOLA, FL 32505
X Selemo	(Seal)
	-Borrower
Typed Name: SHERRY TACCINO	Typed Name:
	Address:
	·
STATE OF FLORIDAESCAMBI	A County ss:
I hereby certify that on this day, before me, a	n officer duly authorized in the state aforesaid and in the county
aforesaid to take acknowledgments, personally ap	peared
CHRIS ALLEN BYRD, A SINGLE PERSON	
who is personally known to me or who has produ	ced A VLAID FLORIDA IDENTIFICATION who executed the foregoing instrument and acknowledged before
me that HE executed the same for the	who executed the toregoing instrument and acknowledged octore
the that CACCURE the same for the	purpose increm expressed.
WITNESS my hand and official seal in the co-	unty and state aforesaid this 1st day of AUGUST,
_ 2006_	() $0$ $1$
My Commission expires: APRIL 6, 2007	Paril M. M.
ISEAL) PAMELAR, HOLMES	Notary Public
TIST A 73 MY CONTROLOGY - TO THE TENTE OF TH	
310-1 MM ( C	- David David
EXPIRES: April 6, 2007 Bonded The United The Corded)	Typed Name: PAMELA R. HOLMES  Copy (Branch) Copy (Customer)

CHRIS BYRD

08/01/2006

18. Borrower's Right to Reinstate. Not withstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgement enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lenders's remedies as provided in Paragraph 17 hereof,

including, but not limited to, reasonable attorney's fees and court costs; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

19. Assignment of Rents: Appointment of Receiver. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and

Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

- 20. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.
- 21. Attorneys' Fees. As used in this Mortgage and in the Note, "attorneys' fees" shall include attorneys' fees, if any, which may be awarded by an appellate court.
- 22. 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 22, "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 22, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

(Intentionally Left Blank)

Copy (Customer)

thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lenders' interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

10. 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 Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrowers's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

12. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property address as indicated below Borrower's signature or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

13. Governing Law; Severability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs", "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

14. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

15. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

16. 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 Mortgage. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Mortgage.

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 Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Mortgage without further notice or demand on Borrower.

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

17. Acceleration; Remedies. Except as provided in paragraph 16 hereof, upon Borrower's breach of covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by the Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceedings, 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 nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees, court costs, and costs of documentary evidence, abstracts and title reports.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as

- Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.
- 2. Funds for Taxes and Insurance. Subject to applicable law or a written waiver by Lender. Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Mortgage and ground reads on the Property if any plus one-twelfth of yearly premium installments. rents on the Property, if any, plus one-twelfth of yearly premium installments

for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an interest that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of the Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings 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 the sums secured by this Mortgage.

secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by the Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, and then to the principal of

4. Prior Mortgages and Deeds of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid

all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.

5. Hazard 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 such other hazards as Lender may require and in such amounts and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

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.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for ins benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

- 6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent
- 7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

  Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment

After recording, please return to: CITIFINANCIAL EQUITY SERVICES, INC. 5007 N DAVIS HWY SUITE 17 PENSACOLA FL 32503

This instrument was prepared by: CITIFINANCIAL EQUITY SERVICES, INC. 5007 N DAVIS HWY SUITE 17 PENSACOLA FL 32503

# MORTGAGE

THIS MORTGAGE is made this 1st day of August CHRIS ALLEN BYRD, A SINGLE PERSON

2006 between the Mortgagor,

(herein "Borrower"),

and the Mortgagee, CITIFINANCIAL EQUITY SERVICES, INC. Oklahoma a corporation organized and existing under the laws of whose address is 5007 N DAVIS HWY SUITE 17 PENSACOLA FL 32503 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 53,597.68 and extensions and renewals which indebtedness is evidenced by Borrower's note dated 08/01/2006 thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on 08/08/2036

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with the interest thereon; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of ESCAMBIA, State of Florida:

ALL THAT CERTAIN PARCEL OF LAND IN ESCAMBIA COUNTY, STATE OF FL, AS MORE FULLY DESCRIBED IN OR BOOK 5584 PAGE 806 ID#461830-1100-00-008, BEING KNOWN AND DESIGNATED AS LOT 3, BLOCK 8 WILDEWOOD SUBDIVIDION, FILED IN PLAT BOOK 4 AT PAGES 47 AND 47-A.

BEING THE SAME PROPERTY CONVEYED BY FEE SIMPLE QUIT CLAIM DEED FROM INGRID S FISHER TO CHRIS ALLEN BYRD, DATED 10/27/2004 RECORDED ON 03/01/2005 IN OR BOOK 5584, PAGE 806 IN ESCAMBIA COUNTY RECORDS, STATE OF FL.

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents, all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property."

Borrower covenants that Borrower is lawfully seised 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 covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

# **QUIT CLAIM DEED**

STATE OF FLORIDA COUNTY OF ESCAMBIA

KNOW ALL MEN BY THESE PRESENTS, That INGRID S. FISHER, for and in consideration of the sum of TEN DOLLARS(\$10.00), and other valuable considerations, receipt whereof is hereby acknowledged, to remise, release, and quit claim unto CHRIS ALLEN BYRD, his heirs, executors, administrators and assigns forever, the following described property, situated in Escambia County, State of Florida to wit:

Lot 3, Block 8, Wildewood Subdivision, Escambia County, Florida, according to plat recorded in Plat Book 4 at pages 47 and 47-A of the public records of Escambia County, Florida.

Parcel ID# 46-1S-30-1100-003-008

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining, free from all exemptions and right of homestead.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 27th day of October , 200 4 .

Signed, sealed and delivered

ngrid & Fisher

STATE OF

FLORIDA COUNTY OF **ESCAMBIA** 

The foregoing instrument was acknowledged before me this 27th day of October 2004, by Ingrid S. Fisher, who produced identification of FL ID and did not take an oath.

Notary Public

ida C. Mitchem Commission # DD289416 S Expires March 6, 2008 Bonded Troy Fain - Insurance, Inc. 800-385-7019

Prepared By: Ingrid S. Fisher 835 Lucerne Ave Pensacola, FL 32505 Return To: Chris Allen Byrd 837 Lucerne Ave Pensacola, FL 32505

# SOUTHERN GUARANTY TITLE COMPANY

# 4400 BAYOU BLVD., SUITE 13-B, CORDOVA SQUARE PENSACOLA, FLORIDA 32503 TEL. (850) 478-8121 FAX (850) 476-1437

Email: rcsgt@aol.com

Janet Holley Escambia County Tax Collector

P.O. Box 1312 Pensacola, FL	32596
	CERTIFICATION: TITLE SEARCH FOR TDA
TAX DEED SALE D	ATE:10-04-10
TAX ACCOUNT NO.	:04-2249-000
CERTIFICATE NO.	:
is a list of na agencies having described prope	ith Section 197.256, Florida Statutes, the following mes and addresses of those persons, firms and/or legal interest in or claim against the above rty. The above referenced tax sale certificate is as proper notification of tax deed sale.
YES NO	
X Notif	y City of Pensacola, P.O. Box 12910, 32596
X Notif	y Escambia County, 190 Governmental Center, 32501
X Homes	tead for tax year.
Chris Allen Byrd 413 E. Woodring S Pulaski, TN 38478 and 837 Lucerne Dr. Pensacola, FL 325	Pensacola, FL 32503 and its attorney, Lindsay R. Dunn Law Offices of Daniel C. Consuegra
	elivered to Escambia County Tax Collector, f <u>June</u> , <u>2010</u> .
time De	TY TITLE COMPANY 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.: 7964

June 24, 2010

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

- 1. That certain mortgage executed by Chris Allen Byrd in favor of Citifinancial Equity Services, Inc. dated August 1, 2006 and recorded August 1, 2006 in Official Records Book 5961, page 1041 of the public records of Escambia County, Florida, in the original amount of \$53,597.68.
- 2. Notice of Lis Pendens filed by Citifinancial Equity Services, Inc. recorded in O.R. Book 6542, page 971.
- 3. Taxes for the year 2007-2008 delinquent. The assessed value is \$43,660.00. Tax ID 04-2249-000.

# PLEASE NOTE THE FOLLOWING:

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

# OWNERSHIP AND ENCUMBERANCE REPORT LEGAL DESCRIPTION

File No.: 7964

June 24, 2010

Lot 3, Block 8, Wildewood Subdivision, according to the plat thereof recorded in Plat Book 4, Page 47 and 47A, Public Records of Escambia County, Florida.

# **Southern Guaranty Title Company**

4400 Bayou Blvd., Suite 13B Pensacola, Florida 32503 Telephone: (850) 478-8121 Facsimile: (850) 476-1437 10-463

# OWNERSHIP AND ENCUMBERANCE REPORT

File No.: 7964

June 24, 2010

Escambia County Tax Collector P.O. Box 1312 Pensacola, FL 32569 ATTN: Beth Donnelly

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 06-23-90, through 06-23-10, and said search reveals the following:

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

Chris Allen Byrd

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

Richard S. Combs

June 24, 2010

# ERNIE LEE MAGAHA

CLERK OF THE CIRCUIT COURT

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



COUNTY OF ESCAMBIA
OFFICE OF THE
CLERK OF THE CIRCUIT COURT

BRANCH OFFICES ARCHIVES AND RECORDS JUVENILE DIVISION

CENTURY

CLERK TO THE BOARD OF COUNTY COMMISSIONERS

OFFICIAL RECORDS COUNTY TREASURY AUDITOR

# **IMAGING COVER PAGE**

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

Case: 2008 TD 002012

00094851821 Dkt: TD80 Pg#: 14

**Original Documents Follow**