Application Number: 2465

Notice to Tax Collector of Application for Tax Deed

TO: Tax Collector of Escambia County

In accordance with Florida Statutes, I,

ALUMNI PARTNERS II, LLC PO BOX 9223

LONGBOAT KEY, Florida, 34228

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

Certificate No.

3627

Parcel ID Number

Date

Legal Description

07-1746-000 05/30/2008

34-2S3-011

LT 7 BLK 6 1ST ADDN TO PEN HAVEN PB 3 P 14

OR 5741 P 1717 CA 173

2009 TAX ROLLZARICOR JAMES L & MARIA A
15 RANDOLPH DR
PENSACOLA, Florida 32506

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.

alumni2 (Kevin Kiernan)

08/26/2010

FORM 513 (r.12/00)

TAX COLLECTOR'S CERTIFICATION

Application Date / Number Aug 26, 2010 / 2465

Total I

Interest

This is to certify that the holder listed below of Tax Sale Certificate Number 2008 / 3627 , 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: 07-1746-000

Certificate Holder:

ALUMNI PARTNERS II, LLC PO BOX 9223 LONGBOAT KEY, FLORIDA 34228 **Property Owner:**

ZARICOR JAMES L & MARIA A 15 RANDOLPH DR

PENSACOLA, FLORIDA 32506

Legal Description: 34-2\$3-011

Cert. Year Certificate Number

LT 7 BLK 6 1ST ADDN TO PEN HAVEN PB 3 P 14 OR 5741 P 1717 CA 173

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

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

Date of Sale

<u> </u>						
2008	3627	05/30/08	\$821.50	\$0.00	\$340.24	\$1,161.74
CERTIFICAT	ES REDEEMED BY APPLICA	NT OR INCLUDED (COUNTY) IN CONNECT	ION WITH TH	IIS APPLICATION:	

Face Amt

Cert. Year	Certificate Number	Date of Sale	Face Amt	T/C Fee	Interest	Total
2010	4823	06/01/10	\$733.43	\$6.25	\$36.67	\$776.35
2009	4587	06/01/09	\$777.32	\$6.25	\$163.24	\$946.81

1. Total of all Certificates in Applicant's Possession and Cost of the Certificates Redeemed by Applicant or Included (County) \$2,884.90 2. Total of Delinquent Taxes Paid by Tax Deed Application \$0.00 3. Total of Current Taxes Paid by Tax Deed Applicant 4. Ownership and Encumbrance Report Fee \$150.00 5. Tax Deed Application Fee \$75.00 6. Total Certified by Tax Collector to Clerk of Court \$3,109.90 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 \$3,109.90 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 \$6.25

*Done this 26th day of August, 2010

TAX COLLECTOR, ESCAMBIA COUNTY, FLORIDA

Candice

17. Total Amount to Redeem

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

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 003627

00085878236 Dkt: TD83 Pg#: 3

Original Documents Follow

Living Trust Agreement of Lloyd G. Rushing and Julia O. Rushin (should be "Rushing") for One Hundred Sixty-two Thousand Nine Hundred Ninety-five Dollars (\$162,995.00) on the 4th day of June, 2007, and recorded in Official Records Book 6157 at Page 612

Jessica Jane Toy and Josephine G. Toy and Stanley E. Toy to Lloyd G. Rushing, Julia O. Rushing, as Trustees under the Revocable Living Trust Agreement, of Lloyd G. Rushing dated December 20, 1994 and Julia O. Rushing, and Lloyd G. Rushing as Trustees under the Revocable Living Trust Agreement of Julia O. Rushing, for Sixty-eight Thousand Dollars (\$68,000.00) on the 11th day of July, 2007, and recorded in Official Records Book 6186 at Page 1472

of the public records of Escambia County, Florida, for valuable consideration does hereby assign and transfer the said mortgage and the note and indebtedness secured thereby, with all accrued interest thereon, to Julia O. Rushing, as Trustee of the Revocable Living Trust Agreement of Julia O. Rushing dated December 20, 1994 as amended and restated on January 30, 2008, and as subsequently amended. The Trustee and all Successor Trustees are hereby granted the power to protect, conserve and to sell, or to lease, or to encumber, or otherwise to manage and dispose of the mortgage or mortgages described herein.

The Successor Trustees shall be the successors trustees named in the Revocable Living Trust Agreement of Julia O. Rushing, dated December 20, 1994, as amended and restated on January 30, 2008, and as subsequently amended up to the time of death of Julia O. Rushing.

See attached affidavit of ownership for mortgages attached as Exhibit "A" to this Assignment of Mortgage. All of the mortgages are recorded in the public records of Escambia County, Florida.

Idlia O. Rushing, as Trustee of the REVOCABLE LIVING TRUST AGREEMENT OF LLOYD G. RUSHING dated December 20, 1994, as amended on August 22, 1996, November 25, 1996, July 8, 1999, March 4, 2004, and June 24, 2005

This Assignment of Mortgages was acknowledged before me on May 15, 2009, by Julia O. Rushing, as Trustee of the REVOCABLE LIVING TRUST AGREEMENT OF LLOYD G. RUSHING dated December 20, 1994, as amended on August 22, 1996, November 25, 1996, July 8, 1999, March 4, 2004, and June 24, 2005, who is personally known to me.

Charles L. Hoffman, Jr Notary Public-State of FL COMM. Exp. Feb. 28, 2013 Comm. No. DD838896 Notary Public State of Florida

1/2 Interest under the Revocable Living Trus for Fifty-seven Thousand Five Hundred Dollars (\$57,500.00) on the 24th day of November, 2004, and recorded in Official Records Book 5536 at Page 913

John L. Johnson and Betty Ann Runyon to Lloyd G. Rushing and Julia O. Rushing, as Trustees 1/2 interest and Julia O. Rushing and Lloyd G. Rushing, as Trustees 1/2 interest for Sixty-three Thousand Nine Hundred Ninety-five Dollars (\$63,995.00) on the 1st day of December, 2004, and recorded in Official Records Book 5536 at Page 927

Shelby T. Brayton to Lloyd G. Rushing and Julia O. Rushing, as Trustees (1/2 interest) and Julia O. Rushing and Lloyd G. Rushing, as Trustees (1/2 interest) for Forty-nine Thousand Nine Hundred Ninety-five Dollars (\$49,995.00) on the 28th day of January, 2005, and recorded in Official Records Book 5574 at Page 8

Susan J. Britton to Lloyd G. Rushing and Julia O. Rushing, as Trustees 1/2 interest and Julia O. Rushing and Lloyd G. Rushing, as Trustees 1/2 interest and Julia O for Seventy-one Thousand Nine Hundred Ninety-five Dollars (\$71,995.00) on the 21st day of June, 2005, and recorded in Official Records Book 5669 at Page 169

Patrick Ian Johnson to Lloyd G. Rushing and Julia O. Rushing, as Trustees under the Revocable Living Trust Agreement of Lloyd G. Rushing, dated December 20, 1994 and Julia O. Rushing and Lloyd G. Rushing, as Trustees under the Revocable Living Trust Agreement of Julia O. Rushing, dated October 20, 1994 (should be "December 20, 1994") for Fifty-eight Thousand Four Hundred Ninety-five Dollars (\$58,495.00) on the 15th day of September, 2005, and recorded in Official Records Book 5732 at Page 538

James L. Zaricor and Maria A. Zaricor to Lloyd G. Rushing and Julia O. Rushing, as Trustees under the Revocable Living Trust Agreement of Lloyd G. Rushing, dated December 20, 1994 and Julia O. Rushing and Lloyd G. Rushing as Trustees under the Revocable Living Trust Agreement of Julia O. Rushing for Fifty-eight Thousand Four Hundred Ninety-five Dollars (\$58,495.00) on the 23rd day of September, 2005, and recorded in Official Records Book 5741 at Page 1719

Gelinda Crowley to Lloyd G. Rushing, as Trustees of the Revocable Living Trust Agreement of Lloyd G. Rushing, dated December 20, 1994, as to one-half (1/2) interest and Julia O. Rushing, as Trustees of the Revocable Living Trust Agreement of Julia O. Rushing, dated December for Forty-eight Thousand Eighteen and 36/100 Dollars (\$48,018.36) on the 18th day of October, 2005, and recorded in Official Records Book 5758 at Page 1248

Carla Dedolph to Lloyd G. Rushing and Julia O. Rushing, as Trustees under the Revocable Living Trust Agreement of Lloyd G. Rusing, as Trustees under Revococable Living Trust Agreement of Julia O. Rushing dated December 20, 1994 for Seventy-nine Thousand One Hundred Ninety-five Dollars (\$79,195.00) on the 27th day of December, 2005, and recorded in Official Records Book 5809 at Page 1333

Julie A. Etheridge to Lloyd G. and Julia O. Rushing, as Trustees under the Revocable

Recorded in Public Records 05/06/2009 at 03:20 PM OR Book 6456 Page 1265, Instrument #2009030136, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording \$52.50



Prepared by: CHARLES L. HOFFMAN, JR., of SHELL, FLEMING, DAVIS & MENGE 226 South Palafox Place Seville Tower – Ninth Floor Pensacola, Florida 32501 SFD&M File No.: H4778.00000

STATE OF FLORIDA COUNTY OF ESCAMBIA

ASSIGNMENT OF MORTGAGES

Julia O. Rushing, as Trustee of the REVOCABLE LIVING TRUST AGREEMENT OF LLOYD G. RUSHING dated December 20, 1994, as amended on August 22, 1996, November 25, 1996, July 8, 1999, March 4, 2004, and June 24, 2005 ("Lloyd G. Rushing Trust"), the owner of a Fifty percent (50%) interest in the mortgages (and a Fifty percent (50%) interest of the indebtedness secured thereby) made by the following:

Betty Bernice Stewart Johnson to Lloyd G. Rushing and Julia O. Rushing as assigned to Julia O. Rushing and Lloyd G. Rushing, as Trustees on the 13th day of September, 1996 in Official Records Book 4055 at Page 1383 for Twenty Six Thousand Nine Hundred Dollars (\$26,900.00) on the 19th day of September, 1994, and recorded in Official Records Book 3649 at Page 752

Lula M. Jones to Lloyd G. Rushing and Julia O. Rushing as assigned to Julia O. Rushing and Lloyd G. Rushing, as Trustees on the 13th day of September, 1996 in Official Records Book 4055 at Page 1383 for Thirty Six Thousand Four Hundred Sixty-two and 58/100 Dollars (\$36,462.58) on the 17th day of March, 1995, and recorded in Official Records Book 3741 at Page 180, and the mortgage and extension agreement recorded in O.R. Book 4680 at page 524

Thomas M. Dunn to Lloyd G. Rushing, Trustee and Julia O. Rushing, Trustee for Two Hundred Fifteen Thousand Dollars (\$215,000.00) on the 24th day of September, 2001, and recorded in Official Records Book 4773 at Page 1793

Richard Arlin Wilson to Lloyd G. Ryshing (should be "Rushing") and Julia O. Rushing, Trustees for Forty-seven Thousand Four Hundred Ninty-five Dollars (\$47,495.00) on the 21st day of August, 2002, and recorded in Official Records Book 4959 at Page 647

Kim A. Schulz to Lloyd G. Rushing and Julia O. Rushing as Trustees, 1/2 interest and Julia O. Rushing and Lloyd G. Rushing, as Trustees, 1/2 interest for Fifty-two Thousand Dollars (\$52,000.00) on the 30th day of October, 2002, and recorded in Official Records Book 5003 at Page 290

Gary Edward Miller and Melissa Cassady Miller to Lloyd G. Rushing and Julia O. Rushing, Trustees for Forty-six Thousand Nine Hundred Ninety Five Dollars (\$46,995.00) on the 18th day of April, 2003, and recorded in Official Records Book 5131 at Page 1915

BK: 5741 PG: 1722 Last Page

File Number: 05-091903

EXHIBIT "A"

Lot 7, Block 6, First Addition to Pen Haven, a subdivision of a portion of Section 34, Township 2 South, Range 30 West, Escambia County, Florida, according to Plat of said subdivision recorded in Plat Book 3, Page 14, of the Public Records of said County.

File Number: 05-091903

EXHIBIT "B" MORTGAGE NOTE (INDIVIDUAL)

September 23, 2005

FOR VALUE RECEIVED, the undersigned, hereinafter "Maker", (jointly and severally, if more than one) promises to pay to Lloyd G. Rushing and Julia O. Rushing, as Trustees under the Revocable Living Trust Agreement of Lloyd G. Rushing dated December 20, 1994 and Julia O. Rushing and Lloyd G. Rushing as Trustees under the Revocable Living Trust Agreement of Julia O. Rushing dated December 20, 1994, hereinafter "Holder" or "Payee", or order, in the manner hereinafter specified, the principal sum of FIFTY EIGHT THOUSAND FOUR HUNDRED NINETY FIVE AND 00/100 dollars (\$58,495.00), with interest from September 23, 2005 at the rate of 6% percent per annum on the balance from time to time remaining unpaid. The said principal and interest shall be payable in lawful money of the United States of America at P.O.BOX 4634, Pensacola, FL 32507, or at such place as may hereafter be designated by written notice from the holder to the maker hereof, on the date and in the manner following:

Payable in 119 consecutive monthly principal and interest installments in the amount of \$493.62 commencing October 23, 2005 with the 120th and final balloon installment due September 23, 2015 in the principal amount of \$25,894.84 together with accrued interest in the amount of \$129.47 for a total balloon payment of \$26,024.31

THIS NOTE IS NOT ASSUMABLE WITHOUT THE PRIOR WRITTEN CONSENT OF THE NOTE HOLDER. THERE WILL BE A 5.0% LATE PENALTY ASSESSED ON PAYMENTS WHICH ARE TEN DAYS LATE.

THIS NOTE with interest is secured by a mortgage on real estate, of even date herewith, made by the Maker hereof in favor of the said Payee and shall be construed and enforced according to the laws of the State of Florida. The terms of said mortgage are by this reference made a part hereof.

IF DEFAULT be made in the payment of any of the sums or interest mentioned herein or in said mortgage or in the performance of any of the agreements contained herein or in said mortgage, then the entire principal sum and accrued interest shall at the option of the Holder hereof become at once due and collectible without notice, time being of the essence; and said principal sum and accrued interest shall both bear interest from such time until paid at the highest rate allowable under the State of Florida. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

EACH PERSON liable herein whether Maker or Endorser, hereby waives presentment, protest, notice, notice of protest and notice of dishonor and agrees to pay all costs including a reasonable attorney's fee, whether suit be brought or not, if after maturity of this note or default hereunder or under said mortgage, counsel shall be employed to collect this note or to protect the security of said mortgage.

WHENEVER used herein the terms "Holder", "Maker" and "Payee" shall be construed in the singular or plural as the context may require or admit.

Maker's address:

15 Randolph Drive Pensacola, FL 32506

15 Randolph Drive Pensacola, FL 32506 Signature: /S/ JAMES L Z ARICOR

James L. Zaricor

Signature: /S/ MARIA A ZARICOR

Maria A. Zaricor

next after the same becomes due or if each and every the agreements, stipulations, conditions and covenants of said note and this mortgage, or either, are not fully performed, complied with and abided by, then the entire sum mentioned in said note and this mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the MORTGAGEE, become and be due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the MORTGAGEE to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this mortgage accrued or thereafter accruing.

IN WITNESS WHEREOF, MORTGAGOR has signed and sealed these presents the date set forth above. THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS \$26,024.31, TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE.

SIGNED IN THE PRESENCE OF THE FOLLOWING WITNESSES:

SSION # DD 093236

Signature:

Print Nam

Print Name

STATE OF FLORIDA COUNTY OF ESCAMBIA

THE FOREGOING INSTRUMENT was acknowledged before me on this September 23, 2005 by James L. Zaricor and Maria A. Zaricor, husband and wife, who is/are personally known to me or has/have produced as identification.

(SEAL)

Print Name:

My Commission Expires:

Recorded in Public Records 09/29/2005 at 02:23 PM OR Book 5741 Page 1719, Instrument #2005426847, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording \$35.50 MTG Stamps \$204.75 Int. Tax \$116.99

Rec 3S.50 Doc \$204.73 Int \$117.00 RETURN TO: CITIZENS TITLE GROUP., INC. 4300 BAYOU BLVD., SUITE 31 PENSACOLA, FL 32503

Prepared By: Lara Shields
Citizens Title Group, Inc.
4300 Bayou Blvd., #31
Pensacola, FL 32503
incidental to the issuance of a title insurance policy.
File Number: 05-091903
3428301151007006

MORTGAGE DEED (INDIVIDUAL BALLOON)

THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS \$26,024.31, TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE.

This MORTGAGE DEED, executed on September 23, 2005 by James L. Zaricor and Maria A. Zaricor, husband and wife, whose post office address is 15 Randolph Drive Pensacola FL 32506, hereinafter called the MORTGAGOR, to Lloyd G. Rushing and Julia O. Rushing, as Trustees under the Revocable Living Trust Agreement of Lloyd G. Rushing dated December 20, 1994 and Julia O. Rushing and Lloyd G. Rushing as Trustees under the Revocable Living Trust Agreement of Julia O. Rushing dated December 20, 1994, whose post office address is P.O.BOX 4634, Pensacola, FL 32507, hereinafter called the MORTGAGEE:

(Wherever used herein the terms "MORTGAGOR" and "MORTGAGEE" shall include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations; and the term "NOTE" includes all the notes herein described if more than one.)

WITNESSETH, that for good and valuable considerations and also in consideration of the aggregate sum named in the promissory note of even date herewith, hereinafter described, the MORTGAGOR hereby grants, bargains, sells, aliens, remises, conveys and confirms unto the MORTGAGEE all the certain land of which the MORTGAGOR is now seized and in possession situate in **Escambia** County, **Florida**, viz:

See attaches Exhibit A for legal description

THE TRUSTEES HEREIN ARE GRANTED THE POWER AND AUTHORITY TO PROTECT, CONSERVE, SELL, CONVEY, LEASE, ENCUMBER AND OTHERWISE MANAGE AND DISPOSE OF THE REAL PROPERTY DESCRIBED HEREIN.

THIS MORTGAGE IS NOT ASSUMABLE WITHOUT THE PRIOR WRITTEN CONSENT OF THE MORTGAGEE.

TO HAVE AND TO HOLD, the same, together with the tenements, hereditaments and appurtenances thereto belonging and the rents, issue and profits thereof, unto the MORTGAGEE, in fee simple.

AND the MORTGAGOR covenants with the MORTGAGEE that the MORTGAGOR is indefeasibly seized of said land in fee simple; that the MORTGAGOR has good right and lawful authority to convey said land as aforesaid; that the MORTGAGOR will make such further assurances to perfect the fee simple title to said land in the MORTGAGEE as may reasonably be required; that the MORTGAGOR hereby fully warrants the title to said land will defend the same against the lawful claims of all persons whomsoever; and that said land is free and clear of all encumbrances.

PROVIDED ALWAYS, that if said MORTGAGOR shall pay unto said MORTGAGEE the certain promissory note attached as **EXHIBIT B** hereto and shall perform, comply with and abide by each and every the agreements, stipulations, conditions and covenants thereof, and of this mortgage, then this mortgage and the estate hereby created, shall cease, and determined to be null and void.

AND the MORTGAGOR hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said note and this mortgage, or either; to pay all and singular the taxes, assessments, levies, liabilities, obligations and encumbrances of every nature on said property; to permit, commit or suffer no waste, impairment or deterioration of said land or the improvements thereon at any time; to keep the buildings now or hereafter on said land fully insured in a sum of not less than Full Insurable Value in a company or companies acceptable to the MORTGAGEE, the policy or policies to be held by and payable to, said MORTGAGEE and in the event any sum of money becomes payable by virtue of such insurance the MORTGAGEE shall have the right to receive and apply the same to the indebtedness hereby secured, accounting to the MORTGAGOR for any surplus; to pay all costs, charges and expenses, including lawyer's fees and title searches, reasonably incurred or paid by the MORTGAGEE because of the failure of the MORTGAGOR to promptly and fully comply with the agreements, stipulations, conditions and covenants of said note and this mortgage, or either; to perform, comply with and abide by each and every the agreements, stipulations, conditions and covenants set forth in said note and this mortgage or either. In the event the MORTGAGOR fails to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of said note and this mortgage, or either, the MORTGAGEE may pay the same, without waiving or affecting the option to foreclose or any other right hereunder and all such payments shall bear interest from date thereof at the highest lawful rate then allowed by the laws of the State of Florida. If any sum of money herein referred to be not promptly paid within days

BK: 6565 PG: 121 Last Page

STATE OF FLORIDA COUNTY OF ESCAMBIA

THE FOREGOING INSTRUMENT was sworn and acknowledged before me on the day of February September, 2009, by James L. Zaricor, who is () personally known to me or who has (x) produced as identification.

(Affix Notary Seal)

NOTARY PUBLIC-STATE OF FLORIDA

John E. Nardi

Commission # DD892743

Expires: MAY 25, 2013

BONDED THRU ATLANTIC BONDING CO, INC.

NOTARY PUBLIC
Print name: Trun F Nardi
My commission expires: May 25, 3013

STATE OF FLORIDA COUNTY OF ESCAMBIA

THE FOREGOING INSTRUMENT was swom and acknowledged before me on the day of February September, 2009, by Maria A. Zaricor, who is () personally known to me or who has (L) produced 2010 FL driver license as identification.

Z 626-541-76-839-0 (Affix Notary Seal)

LYNN B. CHIDESTER
MY COMMISSION & DD899818
EXPIRES: July 05, 2013
1483-MOTARY FI. Notary Discount Asson. Co.

NO ARY PUBLIC

Print name: <u>Lynn /3.</u>

THIS CONVEYANCE is given in lieu of foreclosure but not in satisfaction of that certain Mortgage from Grantor to Lloyd G. Rushing and Julia O. Rushing, as Trustees, of the Revocable Living Trust Agreement of Lloyd G. Rushing, dated December 20, 1994 and Julia O. Rushing and Lloyd G. Rushing as Trustees of the Revocable Living Trust Agreement of Julia O. Rushing, dated December 20, 1994 and recorded September 23, 2005 in Official Record Book 5741, Page 1719 of the public records of Escambia County, Florida; as subsequently assigned to Grantee by that certain Assignment of Mortgage recorded in Official Record Book 6456, Page 1265 of the public records of Escambia County, Florida.

THIS CONVEYANCE is not and should not be construed as a conveyance to secure a debt. It is the intent of Grantor and Grantee that title to the property should not be merged with the lien of the aforesaid Mortgage and this conveyance should be so construed. Accordingly, if for any reason this conveyance does not provide clear and acceptable title to Grantee, or is held ineffective for any reason, or in the event of the setting aside of this conveyance in any proceedings instituted under the Bankruptcy Code, the Grantee shall be considered to have retained, all of its lien, title and rights under the Mortgage and the note secured thereby, and in any such event the Grantee shall have the right to proceed to a foreclosure of the Mortgage in all respects as if this instrument had not been executed. Merger of title and the lien of the Mortgage shall not occur until Grantee executes and records in the public records a cancellation of said Mortgage or until the interest of Grantor is foreclosed and a Certificate of Title is issued to Grantee.

SIGNED, SEALED AND DELIVERED by Grantor the day and year first above written. Signed in the presence of:

Witnesses:

Witnesses:

Recorded in Public Records 03/02/2010 at 02:54 PM OR Book 6565 Page 119, Instrument #2010013205, Ernie Lee Magaha Clerk of the Circuit Court Escambia *County, FL Recording \$27.00 Deed Stamps \$409.47

> Prepared By and Return to: Robert S. Rushing, Esq. Carver, Darden, Korstzky, Tessier, Finn, Blossman & Areaux, LLC 801 W. Romana Street, Suite A Pensacola, FL 32502 File No: # 4031,40551

STATE OF FLORIDA

COUNTY OF ESCAMBIA

Parcel ID #: 34-2S-30-1151-007-006

WARRANTY DEED (Deed in Lieu of Foreclosure)

losure)

February 2010

day of September, 2009, by and between THIS WARRANTY DEED made effective the JAMES L. ZARICOR AND MARIA A. ZARICOR, husband and wife, hereinafter referred to as "Grantor", whose mailing address is 15 Randolph Drive, Pensacola, Florida 32506, and Julia O. Rushing, as Trustee of the REVOCABLE LIVING TRUST AGREEMENT OF JULIA O. RUSHING, dated December 20, 1994, hereinafter referred to as "Grantee", whose mailing address is P.O. Box 4634, Pensacola, Florida, 32507.

WITNESSETH:

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) in hand paid by Grantee to Grantor at and before the execution, sealing and delivery hereof, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor has and hereby does grant, bargain, sell and convey unto Grantee, and the successors and assigns of Grantee, all that tract or parcel of land described as follows:

> LOT 7, BLOCK 6, FIRST ADDITION TO PEN HAVEN, A SUBDIVISION OF A PORTION OF SECTION 34, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO PLAT OF SAID SUBDIVISION RECORDED IN PLAT BOOK 3, PAGE 14, OF THE PUBLIC RECORDS OF SAID COUNTY

TO HAVE AND TO HOLD said tract or parcel of land, together with any and all of the rights, improvements and appurtenances thereof to the same being, belonging or in anywise appertaining to the proper use and benefit of Grantee forever, in fee simple; and

SUBJECT TO covenants, conditions, restrictions, reservations, limitations, easements and agreements of record, if any; taxes and assessments for the year 2008, and subsequent years; and to all applicable zoning ordinances and/or restrictions and prohibitions imposed by governmental authorities, if any.

GRANTOR DOES HEREBY WARRANT and shall forever defend the right and title to said tract or parcel of land unto Grantee, and its heirs, legal representatives, successors and assigns of Grantee, against the claims of all persons whomsoever.

SOUTHERN GUARANTY TITLE COMPANY

4400 BAYOU BLVD., SUITE 13-B, CORDOVA SQUARE PENSACOLA, FLORIDA 32503

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

Email: rcsgt@aol.com

Janet Holley Escambia County Tax Collector P.O. Box 1312

Pensacola, FL 32596 CERTIFICATION: TITLE SEARCH FOR TDA TAX DEED SALE DATE: 1-3-11 02-07-11 TAX ACCOUNT NO.: 07-1746-000 CERTIFICATE NO.: 2008-3627 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 X Notify City of Pensacola, P.O. Box 12910, 32596 X Notify Escambia County, 190 Governmental Center, 32501 x Homestead for ____ tax year. Julia O. Rushing, as Trustee of the Revocable Living Trust Agreement of Julia O. Rushing dated 12-20-1994 P.O. Box 4634 Pensacola, FL 32507 and 15 Randolph Dr. Pensacola, FL 32506 Certified and delivered to Escambia County Tax Collector, this 12th day of October , 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.

OWNERSHIP AND ENCUMBERANCE REPORT

CONTINUATION PAGE

File No.: 8268

September 30, 2010

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

- 1. That certain mortgage executed by James L. & Maria A. Zaricor in favor of Lloyd G. & Julia O. Rushing, Trustees dated September 23, 2005 and recorded September 29, 2005 in Official Records Book 5741, page 1719 of the public records of Escambia County, Florida, in the original amount of \$58,495.00. Assigned to Julia O. Rushing as Trustee of the Revocable Living Trust Agreement of Julia O. Rushing dated 12-20-94 in O.R. Book 6456, page 1265.
- 2. Taxes for the year 2007-2009 delinquent. The assessed value is \$34,977.00. Tax ID 07-1746-000.

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.: 8268

September 30, 2010

Lot 7, Block 6, First Addition to Pen Haven, according to the plat thereof recorded in Plat Book 3, Page 14, Public Records of Escambia County, Florida.

Southern Guaranty Title Company

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

OWNERSHIP AND ENCUMBERANCE REPORT

File No.: 8268

September 30, 2010

Escambia County Tax Collector P.O. Box 1312 Pensacola, FL 32569 ATTN: Candice Lewis

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 09-27-90, through 09-27-10, and said search reveals the following:

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

Julia O. Rushing, as Trustee of the Revocable Living Trust Agreement of Julie O. Rushing dated 12-20-94

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

September 30, 2010

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 003627

00074647418 Dkt: TD82 Pg#: 15

Original Documents Follow



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

9/16/2010 9:18:52 AM

Transaction #: 815644 Receipt #: 201042466

Cashier Date: 9/16/2010 9:18:50 AM (MAVILA)

Customer Information	Transaction Information	Payment Summary	
(TXD) TAX DEED DIVISION CLERK OF THE CIRCUIT COURT 221 PALAFOX PLACE Pensacola, FL 32502	DateReceived: 09/16/2010 Source Code: Over the Counter Q Code: Return Code: Government Trans Type: Recording Agent Ref Num:	Total Fees Total Payments	\$390.00 \$390.00

1 Payments	
	\$390.00
P≥ CLERK	

0 Recorded Items

0 Search Items

(MISCFEE) MISCELLANEOU TD 03627	<u>JS FEES</u> 2008	
TAXCR	330	\$330.00
TAXCT	1	\$60.00

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

Receipt Type Case

Outstanding Amount

0.00

Receipt Number 1197382

Receipt Date

09/16/2010

Case Number 2008 TD 003627

Description ALUMNI PARTNERS II, LLC VS

Action TAX DEED APPLICATION

Judge

Received From ALUMNI PARTNERS II, LLC

On Behalf Of ALUMNI PARTNERS II, LLC

Total Received Net Received 390.00

390.00

Change

0.00

Receipt Payments

Cash

Amount Reference Description 390.00 ONCORE TRANS#815644

Receipt Applications

Holding

Service Charge

Amount 330.00

60.00

Deputy Clerk:

mavila Transaction Date 09/16/2010 11:29:01

Comments

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



COUNTY OF ESCAMBIA OFFICE OF THE CLERK OF THE CIRCUIT COURT

BRANCH OFFICES
ARCHIVES AND RECORDS
JUVENILE DIVISION
CENTURY

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

Case # 2008 TD 003627

Redeemed Date 11/02/2010

Name JULIA RUSHING 15 RANDOLPH PENSACOLA, FL 32506

Clerk's Total = TAXDEED	\$425.10
Due Tax Collector = TAXDEED	\$3,396.04
Postage = TD2	\$12.00
ResearcherCopies = TD6	\$10.00

Apply Docket Codes

• For Office Use Only

Date	Docket	Desc	Amount Owed	Amount Due	Payee Name
05/30/2008	TAXDEED	TAX DEED CERTIFICATES Receipt: 1197382 Date: 09/16/2010	330.00	0.00	
05/30/2008	TD1	TAX DEED APPLICATION Receipt: 1197382 Date: 09/16/2010	60.00	0.00	
09/24/2010	TD83	TAX COLLECTOR CERTIFICATION	0.00	0.00	
10/22/2010	TD82	O & E REPORT	0.00	0.00	
11/02/2010	TAXDEED	TAXDEED Due Tax Collector	3,396.04	3,396.04	
11/02/2010	TD6	TITLE RESEARCHER COPY CHARGES	10.00	10.00	
11/02/2010	TD2	POSTAGE TAX DEEDS	12.00	12.00	
11/02/2010	TAXDEED	TAXDEED Clerk's Total	425.10	425.10	·····

1	Service Charge	\$82.00	\$60.00	\$0.00	\$22.00
£	Holding TOTAL	\$4,151.14 \$4,233.14	\$330.00 \$390.00	\$0.00 \$0.00	\$3,821.14 \$3,843.14

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



COUNTY OF ESCAMBIA OFFICE OF THE CLERK OF THE CIRCUIT COURT

BRANCH OFFICES
ARCHIVES AND RECORDS
JUVENILE DIVISION
CENTURY

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

Case # 2008 TD 003627

Redeemed Date 11/02/2010

Name JULIA RUSHING 15 RANDOLPH PENSACOLA, FL 32506

Clerk's Total = TAXDEED	\$425.10
Due Tax Collector = TAXDEED	\$3,396.04
Postage = TD2	\$12.00
ResearcherCopies = TD6	\$10.00

Apply Docket Codes

• For Office Use Only

Date	Docket	Desc	Amount Owed	Amount Due	Payee Name
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11/02/2010	TD6	TITLE RESEARCHER COPY CHARGES	10.00	10.00	
11/02/2010	TD2	POSTAGE TAX DEEDS	12.00	12.00	
11/02/2010	TAXDEED	TAXDEED Clerk's Total	425.10	425.10	

Red	Docket Application	Owed	Paid	Dismissed	Due
1 Ser	vice Charge	\$82.00	\$60.00	\$0.00	\$22.00
2 Hol	ding	\$4,151.14	\$330.00	\$0.00	\$3,821.14
	TOTAL	L \$4,233.14	\$390.00	\$0.00	\$3,843.14

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
JUYENILE 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: 071746000 Certificate Number: 003627 of 2008

Payor: JULIA RUSHING 15 RANDOLPH PENSACOLA, FL 32506 Date 11/02/2010

Clerk's Check #	19113400	Clerk's Total	\$425.10	
Tax Collector Check #	1	Tax Collector's Total	\$3,396.04	
		Postage	\$12.00	
		Researcher Copies	\$10.00	
Secretariates the contribute expected first and one as deem and distribute translations.	nd de la la serie de la la colonida e la	Total Received	\$3,843.14	

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 1214738

Receipt Date

11/02/2010

Case Number 2008 TD 003627

Description ALUMNI PARTNERS II, LLC VS

Action TAX DEED REDEMPTION

Judge

Received From JULIA RUSHING

On Behalf Of ALUMNI PARTNERS II, LLC

Total Received Net Received

3,843.14

3,843.14

Change

0.00

Receipt Payments

Check

Amount Reference Description

3,843.14 19113400

Receipt Applications

Holding Service Charge Amount

3,821.14

22.00

Deputy Clerk:

NLK Transaction Date 11/02/2010 10:56:13

Comments



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

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Tax Deed - Redemption Calculator
Account: 071746000 Certificate Number: 003627 of 2008

Redemption Yes	Application Date 08/26/2010	Interest Rate 18%
	Final Redemption Payment ESTIMATED	Redemption Overpayment ACTUAL
	Auction Date 02/07/2011	Redemption Date 11/02/2010
Months	6	3
Tax Collector	\$3,109.90	\$3,109.90
Tax Collector Interest	\$279.89	\$139.95
Tax Collector Fee	\$6.25	\$ 6.25
Total Tax Collector	\$3,396.04	\$3,256.10
Clerk Fee	\$60.00	\$60.00
Sheriff Fee	\$120.00	\$120.00
Legal Advertisement	\$210.00	\$210.00
App. Fee Interest	\$35.10	\$17.55
Total Clerk	\$425.10	\$407.55
Postage	\$12.00	\$12.00
Researcher Copies	\$10.00	\$10.00
Total Redemption Amount	\$3,843.14	\$3,685.65
	Repayment Overpayment Refund Amount	\$157.49 + 120+210 = 48=

ACTUAL SHERIFF \$40.00 COM FEE \$18.50 11/01/2010 REBECCA RUSHING (GRANDDAUGHTER) CALLED FOR Notes QUOTE...MVA

Submit

Table 1

Print Preview

49

ERNIE LEE MAGAHA CLERK OF THE COURT & COMPTROLLER

P.O. BOX 333 PENSACOLA, FL 32591-0333 (850) 595-4140 REGISTRY ACCOUNT

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

PENSACOLA, FLORIDA **VOID AFTER 6 MONTHS**

PAY

*ONE THOUSAND TWO HUNDRED TWENTY TWO AND 65/100

ALUMNI PARTNERS II LEC

TO THE ALLMNI PARTNERS II LLC ORDER. P 0 BOX 9223

80 W.

LONGBOAT KEY, EL 34228 DATE

AMOUNT

11/09/2010

1,222.65

ERNIE LEE MAGAHA, CLERK OF THE COURT

9000013348# #063100277# B9B033991356#

ERNIE LEE MAGAHA CLERK OF THE COURT & COMPTROLLER 9000013248

9000013248

Case Number Date 11/09/2010 2008 TD 001545 Description PAYMENT TAX DEEDS Amount 407.55

11/09/2010 2008 TD 002487

PAYMENT TAX DEEDS

407.55

11/09/2010 2008 TD 003627

PAYMENT TAX DEEDS

407.55

9000013248

Check: 9000013248 11/09/2010 ALUMNI PARTNERS II LLC

Check Amount:

1,222.65

ERNIE LEE MAGAHA CEERK OF THE COURT & COMPTROLLER P.O. BOX 333

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

PENSACOLA, FLORIDA

Bank of America.

9000013271

VOID AFTER 6 MONTHS

TO THE

JULIA RUSHING

JULIA RUSHING

ORDER 15 RANDOLPH

PENSACOLA, FL 32506

DATE

*FOUR HUNDRED EIGHTY SEVEN AND 49/100

AMOUNT ...

11/09/2010

ERNIE LEE MAGAHA, CLERK OF THE COURT

#9000013271# #063100277# 898033991356#

ERNIE LEE MAGAHA CLERK OF THE COURT & COMPTROLLER

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

9000013271

Case Number 11/09/2010 2008 TD 003627 Description PAYMENT TAX DEEDS Amount 487.49

9000013271

Check: 9000013271 11/09/2010 JULIA RUSHING

Check Amount:

487.49

ERNIE LEE MAGAHA P.O. BOX 333 PENSACOLA, FL 32591 0333 (850) 595-4140

REGISTRY ACCOUNT

PENSACOLA, FLORIDA

Bank of America

900001326

VOID AFTER 6 MONTHS

*TWENTY SIX THOUSAND ONE HUNDRED TWENTY F

JANET HOLLEY TAX COLLECTOR

TO THE JANET HOLLEY TAX COLLECTOR ORDER 213 PADAFOX PLACE

:063100277: 898033991356# ** 9000013 268 **

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

9000013268

Date Case Number 11/09/2010 2008 TD 000641 Description PAYMENT TAX DEEDS PAYMENT TAX DEEDS 11/09/2010 2008 TD 004632 PAYMENT TAX DEEDS 11/09/2010 2008 TD 000813 11/19/2010 2008 TO 003627 PAYMENT TAX BEECS PARMENT TAX DEED

Amount 811.96 609.60

607,60

256.10

There are additional check details for this check that total:

831.85

^{6,8}**9**000013268

26,124.46 Check: 9000013268 11/09/2010 JANET HOLLEY TAX COLLECTOR Check Amount:

12.50 2008 TD 04834

03342 208 10 3,198.19 2008 TD 0/788

2018 30 07666 1.324.71

2008 TP 57487 1473.18