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 006164

00026674828 Dkt: TD83 Pg#: 3

Original Documents Follow

FORM 513 (r.12/00)

TAX COLLECTOR'S CERTIFICATION

Application
Date / Number
Jun 22, 2011 / 110491

Total

This is to certify that the holder listed below of Tax Sale Certificate Number 2008 / 6164 , 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: 10-4603-190

Certificate Holder: AJM CAPITAL, LLC PO BOX 234800

GREAT NECK, NEW YORK 11023-4800

Property Owner:

WING ANDREW D 13621 PERDIDO KEY DR UNIT

Interest

2102E

Face Amt

PENSACOLA, FLORIDA 32507

T/C Fee

Legal Description: 35-3S3-209

Cert. Year | Certificate Number

CB-3-E INDIGO EAST CONDOMINIUM OR 5816 P 1514

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

2008	6164	05/30/08	\$1,204.66	\$0.00	\$667.58	\$1,872.24		
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		
2011	8092.0000	06/01/11	\$827.44	\$6.25	\$41.37	\$875.06		

Cen. Yea	ar Certificate Number	Date of Sale	Face Amt	1/C Fee	Interest	Total
2011	8092.0000	06/01/11	\$827.44	\$6.25	\$41.37	\$875.06
2010	8299	06/01/10	\$822.44	\$6.25	\$160.38	\$989.07
2009	7767	06/01/09	\$1,141.36	\$6.25	\$410.89	\$1,558.50
L		<u> </u>	·			

1. Total of all Certificates in Applicant's Possession and Cost of the Certificates Redeemed by	
Applicant or Included (County)	\$5,294.87
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	\$5,519.87
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	\$5,519.87
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
17. Total Amount to Redeem	

*Done this 22nd day of June, 2011

TAX COLLECTOR, ESCAMBIA COUNTY, FLORIDA

			Ву	B/n &	when _	
Date of Sale:	November	7,2011			1	

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

Application Number: 110491

Notice to Tax Collector of Application for Tax Deed

TO: Tax Collector of Escambia County

In accordance with Florida Statutes, I,

AJM CAPITAL, LLC
PO BOX 234800
CREAT NECK, Now York, 11023

GREAT NECK, New York, 11023-4800

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

6164 10-4603-190

05/30/2008 35-353-209

CB-3-E INDIGO EAST CONDOMINIUM OR 5816 P

2010 TAX ROLL

WING ANDREW D 13621 PERDIDO KEY DR UNIT 2102E PENSACOLA, Florida 32507

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.

adamjmann (Adam Mann)

06/22/2011

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



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 006164

00025768416 Dkt: TD82 Pg#:



Original Documents Follow

Southern Guaranty Title Company

4400 Bayou Boulevard, Suite 13B Pensacola, Florida 32503

Telephone: 850-478-8121 Facsimile: 850-476-1437

OWNERSHIP AND ENCUMBRANCE REPORT

File No.: 8951 June 28, 2011

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 06-27-91, through 06-27-11, and said search reveals the following:

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

Andrew D. Wing

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

June 28, 2011

OWNERSHIP AND ENCUMBRANCE REPORT LEGAL DESCRIPTION

File No.: 8951 June 28, 2011

CB-3-E Indigo East Condominium, O.R. Book 5816, page 1514.

OWNERSHIP AND ENCUMBRANCE REPORT CONTINUATION PAGE

File No.: 8951 June 28, 2011

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

- 1. That certain mortgage executed by Andrew D. Wing in favor of Flagstar Bank, FSB dated 12/27/2005 and recorded 01/10/2006 in Official Records Book 5816, page 1517 of the public records of Escambia County, Florida, in the original amount of \$1,000,000.00.
- 2. That certain mortgage executed by Andrew D. Wing in favor of Flagstar Bank, FSB dated 12/27/2005 and recorded 01/10/2006 in Official Records Book 5816, page 1533 of the public records of Escambia County, Florida, in the original amount of \$237,250.00.
- 3. Subject to interest of Indigo Condominium Association, Inc.
- 4. Taxes for the year 2007-2010 delinquent. The assessed value is \$47,510.00. Tax ID 10-4603-190.

NOTE: Mortgages above listed as items 1 and 2 do not encumber TDA subject property, which is a limited common element, but may have an interest per deed filed in O.R. Book 5816, page 1514, which includes Condo Unit 2101E, Indigo, and common element known as Cabanas Unit CB-3-E.

PLEASE NOTE THE FOLLOWING:

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

SOUTHERN GUARANTY TITLE COMPANY

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

TEL. (850) 478-8121

FAX (850) 476-1437

Email: rcsgt@aol.com

Janet Holley P.O. Box 1312

Escambia County Tax Collector Pensacola, FL 32596 CERTIFICATION: TITLE SEARCH FOR TDA TAX DEED SALE DATE: Nov. 7, 2011 TAX ACCOUNT NO.: 10-4603-190 2008-6164 CERTIFICATE NO.: In compliance with Section 197.256, Florida Statutes, the following is a list of names and addresses of those persons, firms and/or agencies having legal interest in or claim against the above described property. The above referenced tax sale certificate is being submitted as proper notification of tax deed sale. YES NO X Notify City of Pensacola, P.O. Box 12910, 32596 X Notify Escambia County, 190 Governmental Center, 32501 X Homestead for ____ tax year. Andrew D. Wing 3528 Maryhill Lane Kennesaw, GA 30152 Flagstar Bank, FSB 5151 Corporate Dr. Troy, MI 48098 Indigo Condominium Assoc., Inc. 13621 Perdido Key Dr. Pensacola, FL 32507 Certified and delivered to Escambia County Tax Collector, this 28th day of June , 2011 . SOUTHERN GUARANTY TITLE COMPANY by: Richard S. Combs,

NOTE: The above listed addresses are based upon current information available, but said addresses are not guaranteed to be true or correct.

Recorded in Public Records 01/10/2006 at 02:34 PM OR Book 5816 Page 1514, Instrument #2006002526, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording \$27.00 Deed Stamps \$7175.00

Prepared by

Bette Butler, an employee of

First American Title Insurance Company d/b/a Advance Title 4477 Legendary Drive, Suite 101

Destin, Florida 32541

(850)837-7784

Return to: Grantee

File No.: 2032-578451

Record 97.00 Doe Stamps 7,175.00 Acc Stamps 525.00

WARRANTY DEED

This Warranty Deed is made on **December 27, 2005**, by

Indigo, LLC, a Florida Limited Liability Company

whose address is: 18300 Scenic Highway 98, Point Clear, AL 36564

hereinafter called the "grantor", to

Andrew D. Wing, a married man as his sole and separate property

whose address is: 13621 Perdido Key Drive, Unit 2102E, Pensacola, FL 32507

hereinafter called the "grantee":

(Which terms "Grantor" and "Grantee" shall include singular or plural, corporation or individual, and either sex, and shall include heirs, legal

representatives, successors and assigns of the same)

Grantor, for and in consideration of the sum of Ten Dollars, (\$10.00) and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in

Escambia County, Florida:

Condominium Unit 2102E, INDIGO, a Condominium, Phase I, together with an undivided interest in the common elements, according to the Declaration of Condominium thereof recorded in Official Record Book 5519, Page 1187, as amended in Official Records Book 5562, Page 1153 and Official Records Book 5692, Page 762 and as further amended from time to time, of the Public Records of Escambia County, Florida.

That Exclusive rights of use of that certain Limited Common Element known as Cabanas unit #CB-3-E, according to the Declaration of condominium thereof recorded in Official Record Book 5519, Page 1187, PROFERTY as amended in Book 5562, Page 1153 and as further amended from time to time, of the Public Records of Escambia County, Florida.

Parent Parcel Number: 353S320900104001/353S320900110001

Subject to taxes accruing subsequent to December 31, 2004 and all reservations, covenants, conditions, restrictions and easements of record and to all applicable zoning ordinances and/or restrictions imposed by governmental authorities, if any.

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 the Property in fee simple; that the grantor has good right and lawful authority to sell and convey the Property; that the grantor hereby fully warrants the title to the Property and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, the said Grantor has caused this instrument to be executed in its name, the day and year first above written.

Indigo, LLC, a Florida limited liability company

BY: Head (PBC), LLC

a Florida limited liability company,

its Co-Manager

✓ By: _ Name: David Head, Sr.

Title: Managing Member

Signed, sealed and delivered in our presence:

Print Name: Holli Parks

Witness Signature

Print Name: JENNIE RACING

State of ALABAM A

County of BALDWIN

THE FOREGOING INSTRUMENT WAS ACNOWLEDGED before me on 12-22, 200512/09/2005 by David Head, Sr., as Managing Member, on behalf of Head (PBC), LLC, a Florida limited liability company, as Co-Manager of Indigo, LLC, a Florida limited liability company, who is personally known to me or who has produced a valid drivers license as identification.

Print Name: BARBARA **Notary Public**

My Commission Expinesary Public State of Alabama at Large
My COMMISSION EXPIRES: Aug 25, 2008
BONDED THRU NOTARY FUBLIC UNDERWRITERS

Yates, L.L.C., an Alabama limited liability company,

its Co-Manager

✓ By: Name: Jason R. Voyles

Title: Its Manager

Signed, sealed and delivered in our presence:

Witness Signature

Print Name: _____ TIPLIEU

Print Name: _ STEPHEN

State of MISSISSIPPI

12/09/2005 ,by Jason R. Voyles, as Manager, on behalf of Yates, L.L.C., an Alabama limited liability company, as Co-Manager of Indigo, LLC, a Florida limited liability company, who is personally known to me or who has produced a valid drivers license as identification.

Print Name: **Notary Public**

My Commission Expires: Oct 5 2008

(NOTARY SEAL)

NOTARY PUBLIC STATE OF MISSISSIPPI AT LARGE MY COMMISSION EXPIRES: Oct 5, 2008
BONDED THRU NOTARY PUBLIC UNDERWRITERS

> Page 3 of 3 2032 - 578451

Recorded in Public Records 01/10/2006 at 02:34 PM OR Book 5816 Page 1517, Instrument #2006002527, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording \$137.50 MTG Stamps \$3500.00 Int. Tax \$2000.00

After Recording Return To: FLAGSTAR BANK 5151 CORPORATE DRIVE TROY, MI 48098 FINAL DOCUMENTS, MAIL STOP W-530-3

This instrument was prepared by:

CAROLYN BARNES 1451 WEST MAIN STREET

DOTHAN, AL 36301

Lecend 1377.50 Dec St. 3500.00 Lat 704 2000.00

V1 WBCD LOAN # 500948273

- [Space Above This Line for Recording Data] -

MORTGAGE

MIN 100052550094827374

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16. (A) "Security Instrument" means this document, which is dated DECEMBER 27, 2005,

Riders to this document.

(B) "Borrower" is Andrew D wing a Married Man, as his sole & separate property.

Borrower is the mortgagor under this Security Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(D) "Lender" is FLAGSTAR BANK, FSB.

Lender is a FEDERALLY CHARTERED SAVINGS BANK, UNITED STATES OF AMERICA. TROY, MI 48098-2639.

organized and existing under the laws of Lender's address is 5151 CORPORATE DR,

(E) "Note" means the promissory note signed by Borrower and dated DECEMBER 27, 2005. plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than JANUARY 1, 2036.

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property." (G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

FLORIDA—Single Family—Fannie Mae/Freddle Mac UNIFORM INSTRUMENT @ 1999-2004 Online Documents, Inc. Page 1 of 9

Form 3010 1/01

Initials:

12-22-2005 10:47

(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to I executed by Borrower [check box as applicable]: X Adjustable Rate Rider Balloon Rider Planned Unit Development Rider Other(s) [specify] V1 WBCD LOAM # 5009482: X Second Home Rider Development Rider Second Home Rider Development Rider V.A. Rider
(i) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances are administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicionions. (J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charge that are imposed on Borrower or the Property by a condominium association, homeowners association or similar corrections.
organization. (K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnet tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, will transfers, and automated clearinghouse transfers. (L) "Escrow items" means those items that are described in Section 3.
(M) Miscollaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by an third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lie of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property. (N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan (O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plu (ii) any amounts under Section 3 of this Security Instrument
(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional consuccessor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA. (Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that part has assumed Borrower's obligations under the Note and/or this Security Instrument.
TRANSFER OF RIGHTS IN THE PROPERTY This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, the following described property located in the COUNTY [Type of Recording Jurisdiction]:
EGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

Tax ID #: 3538320900104001

which currently has the address of 13621 Perdido Key Drive Unit 2102, Perdido Key,

[Street] [City]

Florida

32507

("Property Address"):

[Zip Code]

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

Form 3010 1/01

Initials:

V1 WBCD LOAN # 500948273 of the sums secured by this Security instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security instrument without further demand and may foreclose this Security instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under

24. Attorneys' Fees. As used in this Security Instrument and the Note, attorneys' fees shall include those awarded by an appellate court and any attorneys' fees incurred in a bankruptcy proceeding.

25. Jury Trial Walver. The Borrower hereby walves any right to a trial by jury in any action, proceeding, claim, or counterclaim, whether in contract or tort, at law or in equity, arising out of or in any way related to this Security Instrument or the Note.

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

0 Ken Bolt
② Sylva Malone
③ Phillip Howard

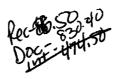
State of FUGETUE/ CHORGIA	County of designed
The foregoing instrument was acknown byAMDREW D. WING	wledged before me this <u>12/27/2005</u> (date)
who is personally known to me or who has identification.	as produced A DRIVER'S LICENSE
Commence of the Commence of th	Kennetty D. Bolt. B.
MONARY SOL	Signature
2 Vin relieb	Title or Rank
Notary Public, Cobb Coun My Commission Expires Ju	Serial Number, (if any) ny,Georgia ne 27,2009

BK: 5816 PG: 1526

EXHIBIT "A"

Condominium Unit 2102E, INDIGO EAST, a Condominium, Phase I, together with an undivided interest in the common elements, according to the Declaration of Condominium thereof recorded in Official Record Book 5519, Page 1187, as amended in Official Records Book 5562, Page 1153 and Official Records Book 5692, Page 762 and as further amended from time to time, of the Public Records of Escambia County, Florida.





After Recording Return To: FLAGSTAR BANK 5151 CORPORATE DRIVE TROY, MI 48098 FINAL DOCUMENTS, MAIL STOP W-530-3

This document was prepared by

V1 WBCD LOAN # 500951737 State of Florida's Documentary Stamp Tax required by law in the amount of has been paid to the Clerk of the Circuit Court (or the County Comptroller, if applicable) for the County of Escambia State of Florida.

and

- State of Florida -

Space Above This Line For Recording Data

MORTGAGE (With Future Advance Clause)

 DATE AND PARTIES. The date of this Mortgage (Security Instrument) is DECEMBER 27, 2005 the parties, their addresses and tax identification numbers, if required, are as follows: MORTGAGOR: ANDREW D WING A Married Man, AS HIS SOLE & SEPARATE PROPERTY 3528 MARYHILL LANE KENNESAW, GA 30152

If checked, refer to the attached Addendum incorporated herein, for additional Mortgagors, their signatures and acknowledgments. LENDER: FLAGSTAR BANK, FSB, A FEDERALLY CHARTERED SAVINGS BANK 5151 CORPORATE DR

2. CONVEYANCE. For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Mortgagor's performance under this Security Instrument, Mortgagor grants, bargains, conveys and mortgages to Lender the following described property: LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF Tax ID #: 3538320900104001

FLORIDA - HOME EQUITY LINE OF CREDIT MORTGAGE (NOT FOR FNMA, FHLMC, FHA OR VA USE) △ 1994 Bankers Systems, Inc., St. Cloud, MN Form OCP-REMTG-FL 4/19/2002 - C485(FL) (0206) VMP MORTGAGE FORMS - (800)521-7291

Page 1 of 6

Initials:

FL1365DE 0306 12-22-2005 11:27

AT 1044241

TROY, MI 48098-2639

V1 WBCD LOAN # 500951737

The property is located in Escambia at 13621 Perdido Key Drive Unit 2102, Perdido Key,

(County)

Florida 32507 (ZIP Code)

(Address) (City)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property").

3. SECURED DEBT AND FUTURE ADVANCES. The term "Secured Debt" is defined as follows:

A. The initial indebtedness secured by this Security Instrument is the debt incurred under the terms of all promissory note(s), contract(s), guaranty(ies) or other evidence of debt described below and all their extensions, renewals, modifications or substitutions. (You must specifically identify the debt(s) secured and include the final maturity of such debt(s).)

DATED: DECEMBER 27, 2005 LOAN NUMBER: 500951737 MATURITY DATE: JAMUARY, 2016

- B. All future advances made within 20 years of the date of this Security Instrument from Lender to Mortgagor or other future obligations of Mortgagor to Lender pursuant to section 4 of the Security Instrument under any promissory note, contract, guaranty, or other evidence of debt executed by Mortgagor in favor of Lender after this Security Instrument whether or not this Security Instrument is specifically referenced. If more than one person signs this Security Instrument, each Mortgagor agrees that this Security Instrument will secure all future advances and future obligations that are given to or incurred by any one or more Mortgagor, or any one or more Mortgagor and others. All future advances and other future obligations are secured by this Security Instrument even though all or part may not yet be advanced. All future advances and other future obligations are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment must be agreed to in a separate writing.
- C. All obligations Mortgagor owes to Lender, which may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Mortgagor and Lender.
- D. All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

In the event that Lender fails to provide any necessary notice of the right of rescission with respect to any additional indebtedness incurred under Paragraph B of this Section, Lender waives any subsequent security interest in the Mortgagor's principal dwelling that is created by this Security Instrument (but does not waive the security interest for the loan referenced in Paragraph A of this Section).

- 4. MAXIMUM OBLIGATION LIMIT; FUTURE ADVANCES. The total principal amount secured by this Security Instrument at any one time shall not exceed \$237,250.00. This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.
- 5. MORTGAGE COVENANTS. Mortgagor agrees that the covenants in this section are material obligations under the Secured Debt and this Security Instrument. If Mortgagor breaches any covenant in this section, Lender may refuse to make additional extensions of credit and reduce the credit limit. By not exercising either remedy on Mortgagor's breach, Lender does not waive Lender's right to later consider the event a breach if it happens again.

Payments. Mortgagor agrees that all payments under the Secured Debt will be paid when due and in accordance with the terms of the Secured Debt and this Security Instrument.

Prior Security Interests. With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Mortgagor agrees to make all payments when due and to perform or comply with all covenants. Mortgagor also agrees not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written approval.

Claims Against Title. Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Mortgagor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Mortgagor's payment. Mortgagor will defend title to the Property against any claims that would impair the lien of this Security Instrument.

FLORIDA - HOME EQUITY LINE OF CREDIT MORTGAGE (NOT FOR FNMA, FHLMC, FHA OR VA USE)

A GRAND 1994 Bankers Systems, inc., St. Cloud, MN Form OCP-REMTG-FL 4/19/2002

- C465(FL) (0206)

VMP MORTGAGE FORMS - (800)521-7291

Page 2 of 6

Initials:

FL1365DE 0306 12-22-2005 11:27

Exhibit "A"

Condominium Unit 2102E, INDIGO, a Condominium, Phase I, together with an undivided interest in the common elements, according to the Declaration of Condominium thereof recorded in Official Record Book 5519, Page 1187, as amended in Official Records Book 5562, Page 1153 and Official Records Book 5692, Page 762 and as further amended from time to time, of the Public Records of Escambia County, Florida.



PENSACOLA, FL 32591-0303 (850) 595-4140 REGISTRY ACCOUNT



VOID APTER & MONTHS

PAY

ANDREW D WING

ORDER OF.

TO THE ANDREW D WING 3528 MARYHILL IN KENNESAW, GA 30152 *TWENTY THREE AND 06/100

AMOUNT

08/05/2011

23.06

#4000014706# #1063100277# #48033991356#

ERNIE LEE MAGAHA CLERK OF THE COURT & COMPTROLLER

9000014706

Case Number 08/04/2011 2008 TD 006164 Description PAYMENT TAX DEEDS

Amount 23.06

11 687

9000014706

Check: 9000014706 08/05/2011 ANDREW D WING

Check Amount:

23.06

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

Receipt Type Case

Outstanding Amount

0.00

Receipt Number 1314079

Receipt Date

08/02/2011

Case Number 2008 TD 006164

Description AJM CAPITAL LLC VS

11-687

Action TAX DEED REDEMPTION

Judge

Received From TAX COLLECTOR

On Behalf Of AJM CAPITAL LLC

 Received Received	23.06 23.06
Change	0.00

Receipt Payments

Check

Amount Reference Description 23.06 71732

Receipt Applications

Holding

Amount

23.06

Deputy Clerk: mavila Transaction Date 08/02/2011 14:42:35

Comments

9000014656

Amount 1,064,45

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

PENSACOLA, FLORIDA

VOID AFTER 6 MONTHS

PAY

*THIRTY FOUR THOUSAND FIFTY FOUR AND 29/100

Case Number

07/26/2011 2008 TD 009048 07/26/2011 2008 DD 008474 07/26/2011

#9000014656# #063100277# 898033991356#

ERNIE LEE MAGAHA CLERK OF THE COURT & COMPTROLLER Description PAYMENT TAX DEEDS

PAYMENT TAX DEEDS 4,501.90

9000014656

Check: 9000014656 07/26/2011 JANET HOLLEY TAX COLLECTOR Check Amount: 34,054.29

I History Tomas -

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

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

Bank of America

9000014644

PENSACOLA, FLORIDA

VOID AFTER 6 MONTHS

*THREE HUNDRED NINETY FIVE AND 85/100

AJM CAPITAL LLC

TO THE ASM CAPITAL LLC ORDER P 0 BOX 234800

GREAT NECK, NY 11023

07/26/2011

#9000014644# #063100277# 898033991356#

ERNIE LEE MAGAHA CLERK OF THE COURT & COMPTROLLER

9000014644

Case Number 07/26/2011 2008 TD 006164 Description

PAYMENT TAX DEEDS

Amount 395.85

9000014644

Check: 9000014644 07/26/2011 AJM CAPITAL LLC

Check Amount:

395.85

ERNIE LEE MAGAH CLERK OF THE COURT & COMPTROLLER

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

Bank of America.

9000014646

PENSACOLA, FLORIDA

*SIX HUNDRED EIGHTY FOUR

VOID AFTER 6 MONTHS

PAY

ANDREW D WING

TO THE

ANDREW D WING ORDER 3528 MARYHILL LN KENNESAW, GA 30152

ERNIE LEE MACAHA, CLERK OF THE COURT

AND 59/100

#9000014646# #063100277# 898033991356#

ERNIE LEE MAGAHA
CLERK OF THE COURT & COMPTROLLER

9000014646

Date Case Number 07/26/2011 2008 TD 006164

Description PAYMENT TAX DEEDS

Amount 684.59

9000014646

Check: 9000014646 07/26/2011 ANDREW D WING

Check Amount:

684.59





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

Tax Deed - Redemption Calculator
Account: 104603190 Certificate Number: 006164 of 2008

Redemption Yes	Application Date 06/22/2011	Interest Rate 18%
	Final Redemption Payment ESTIMATED	Redemption Overpayment ACTUAL
	Auction Date 11/07/2011	Redemption Date 07/21/2011
Months	5	1
Tax Collector	\$5,519.87	\$5,519.87
Tax Collector Interest	\$413.99	\$82.80
Tax Collector Fee	\$6.25	\$6.25
Total Tax Collector	\$5,940.11	\$5,608.92
Clerk Fee	\$60.00	\$60.00
Sheriff Fee	\$120.00	\$120.00
Legal Advertisement	\$210.00	\$210.00
App. Fee Interest	\$29.25	\$5.85
Total Clerk	\$419.25	\$395.85
Postage	\$18.00	\$18.00
Researcher Copies	\$10.00	\$10.00
Total Redemption Amount	\$6,387.36	\$6,032.77
	Repayment Overpayment Refund Amount	\$354.59 + 120 + 210 = 68

Submit

Notes to confusion of seperate accounts reffered to tax

7/18/2011 owner called for quote and wanted fees removed due

Reset

Print Preview

ERNIE LEE MAGAHA

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

TRAFFIC



COUNTY OF ESCAMBIA OFFICE OF THE CLERK OF THE CIRCUIT COURT

BRANCH OFFICES ARCHIVES AND RECORDS JUVENILE DIVISION CENTURY

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

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

Account: 104603190 Certificate Number: 006164 of 2008

Payor: ANDREW D WING 3528 MARYHILL LN KENNESAW, GA 30152 Date 07/21/2011

Clerk's Check # 1	Clerk's Total	\$419.25
Tax Collector Check # 1	Tax Collector's Total	\$5,940.11
	Postage	\$18.00
	Researcher Copies	\$10.00
	Total Received	\$6,387.36

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 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 006164

Redeemed Date 07/21/2011

Name ANDREW D WING 3528 MARYHILL LN KENNESAW, GA 30152

Clerk's Total = TAXDEED	\$419.25
Due Tax Collector = TAXDEED	\$5,940.11
Postage = TD2	\$18.00
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: 1301017 Date: 06/27/2011	330.00	0.00	
05/30/2008	TD1	TAX DEED APPLICATION Receipt: 1301017 Date: 06/27/2011	60.00	0.00	
06/28/2011	TD83	TAX COLLECTOR CERTIFICATION	0.00	0.00	
07/01/2011	TD82	O & E REPORT nik	0.00	0.00	
07/21/2011	TAXDEED	TAXDEED Clerk's Total	419.25	419.25	
07/21/2011	TD2	POSTAGE TAX DEEDS	18.00	18.00	
07/21/2011	TAXDEED	TAXDEED Due Tax Collector	5,940.11	5,940.11	
07/21/2011	TD6	TITLE RESEARCHER COPY CHARGES	10.00	10.00	

Red	Docket Application	Owed	Paid	Dismissed	Due
1	Service Charge	\$88.00	\$60.00	\$0.00	\$28.00
2	Holding	\$6,689.36	\$330.00	\$0.00	\$6,359.36
	TOTAL	\$6,777.36	\$390.00	\$0.00	\$6,387.36

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

Receipt Type Case

Outstanding Amount

0.00

Receipt Number 1309760

Receipt Date

07/21/2011

Case Number 2008 TD 006164

Description AJM CAPITAL LLC VS

Action TAX DEED REDEMPTION

Judge

Received From ANDREW D WING

On Behalf Of AJM CAPITAL LLC

Total Received Net Received 6,387.36 6,387.36

0.00

Change

Receipt Payments ACH/Wire

Amount Reference Description 6,387.36 WIRE TRANSFER

Receipt Applications

Holding

Service Charge

Amount

6,359.36

28.00

Deputy Clerk:

mavila Transaction Date 07/21/2011 11:07:28

Comments

Athr: Maryline

Bank of America

Escambia Cnty Clerk of the Circuit Court

Previous Day All Data Summary and Detail with Text Report

140 101 04	all and law area.		A - JAA		117,150,00
1,105,00	00000000005	813105882204950			
1,160.00	00000000005	813105882204948			
2,537,39	000000000005	813105882204942	1,322,39	0.00	1,215,00
24,605.74	00000000005	813105882204905	3,241,74	421.00	20,943.00
58.00	00000000000	813105882203212	21.00	0.00	37.00
314.00	00000000000	813105882204902	289.00	0,00	25.00
	58.00 24,605.74 2,537,39 1,160.00 1,105.00	\$8.00 0000000000000000000000000000000000	58.00 00000000000 813105882203212 24,605.74 00000000005 813105882204905 2,537,39 00000000005 813105882204942 1,160.00 0000000000 813105882204948 1,105.00 00000000005 813105882204950	58.00 00000000000 813105882203212 21.00 24,605.74 00000000005 813105882204905 3,241,74 2,537,39 00000000005 813105882204942 1,322,39 1,160.00 00000000005 813105882204948 1,105.00 000000000005 813105882204950	58.00 00000000000 813105882203212 21.00 0.00 24,605.74 00000000005 813105882204905 3,241,74 421.00 2,537,39 00000000005 813105882204942 1,322,39 0.00 1,160.00 000000000005 813105882204948 0.00

INCOMING MONEY TRANSFER CREDIT

6,387.36 00000000000 903707200236284

WIRE TYPE:WIRE IN DATE: 110720 TIME:1517 ET
TRN:2011072000236284 SEQ: /002085

ORIG:ANDREW WING ID:1000512 SND BK:HIGHLAND COMMER CIAL BANK ID:061120466 PMT DET:ATTN: TAX DEEDS FOR ANDREW D WING 10-4603-190

TOTAL 6.387.36 # of items:

TOTAL CREDITS

6,387,36 # of Items:

334,149.13 # of Items: 36 34,576,17 711.00 117,150.00

Detail Debits

TOTAL

PREAUTHORIZED ACH DEBIT

200,156.55

176,267.45 00000000000 902300003644704

20,641.85 00000000000 902300002527872

FLSDU-IV-D DES:FLSDU-OTC ID:ESCAMBIA

INDN:ESCAMBIA CO ID:8591227581 CCD

3,247.25 00000000000 902300002527878 FLSDU-NON-IV-D DES:FLSDU-OTC ID:ESCAMBIA

INDN:ESCAMBIA CO ID:9591227581 CCD

ACH SETTLEMENT DERIT

TOTAL

18,141.25 00000000000 902301004104264

of Items:

ESCAMBIA CNTY CL DES:PPD FL# 11200000708
INDN:SETT-ECCCOMP1 CO ID:1592237754 CCD

849.35 00000000000 902301006259003

ESCAMBIA CNTY CL DES:PPD FL# 11201001435 INDN:SETT-ECCCOMP1 CO ID:1592237754 CCD

TOTAL 18,990,60 # of Items: 2

CHECKS PAID DEBIT

 4.00
 002000040382
 813109392507241

 7.00
 002000041655
 813101382820328

 50.00
 002000041778
 813105882204901

 15.47
 002000041889
 8131003022822030

15.42 002000041889 813109392878039

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

Receipt Type Case

Outstanding Amount

0.00

Receipt Number 1301017

Receipt Date

06/27/2011

Case Number 2008 TD 006164

Description AJM CAPITAL LLC VS

Action TAX DEED APPLICATION

Judge

Received From AJM CAPITAL LLC

On Behalf Of AJM CAPITAL LLC

Total Received Net Received 390.00 390.00

Change

0.00

Receipt Payments

Check

Amount Reference Description 390.00 219

Receipt Applications

Holding

Amount 330.00

Service Charge

60.00

Deputy Clerk: mavila Transaction Date 06/27/2011 10:05:42

Comments



Chris Jones Escambia County Property Appraiser

Real Estate Search | Tangible Property Search | Amendment 1 Calculations

Back

Navigate Mode

Account

○ Reference

Printer Friendly Version

General Information

353S320900110001 Reference:

Account:

104603190

Owners: Mail:

WING ANDREW D

3528 MARYHILL LN KENNESAW, GA 30152

Situs:

13621 PERDIDO KEY DR CB-3-E 32507

Use Code:

MISC. RESIDENTIAL [2]

Taxing

COUNTY MSTU

Authority:

Tax Inquiry: Open Tax Inquiry Window

Tox Inquiry link courteey of Janet Holley, Escambia County Tax Collector

2010 Certified Roll Assessment

Improvements:

\$47,500

Land:

\$10

Total:

\$47,510

Save Our Homes:

\$0

Disclaimer

Amendment 1 Calculations

Sale Date

Book Page

Type Value

Official Records (New

Window)

12/2005 5816 1514 \$1,025,000 WD

View Instr

Official Records Inquiry courtesy of Emie Lee Magaha. Escambia County Clerk of the Court

Legal Description

CB-3-E INDIGO EAST

CONDOMINIUM OR 5816 P 1514

2010 Certified Roll Exemptions

Extra Peutures

CONDO LIMITED CABANA

Information

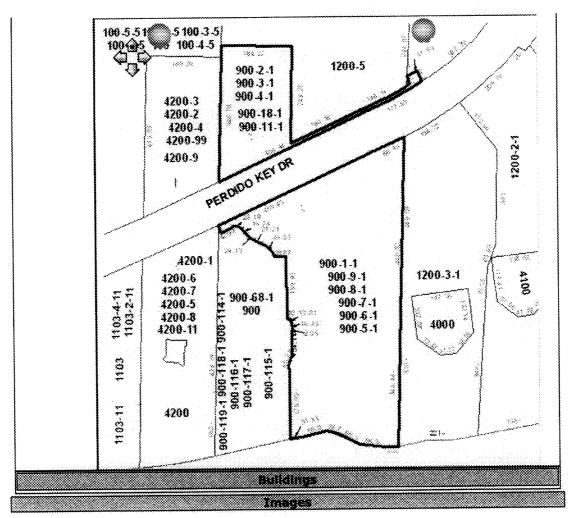
Remova Mag

Ger des Linese Launch Interactive Med

Section Map Id: 35-35-32-2

Approx. Acreage: 6.4500

Zoned: P CCPK



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 inaccuracles or errors.