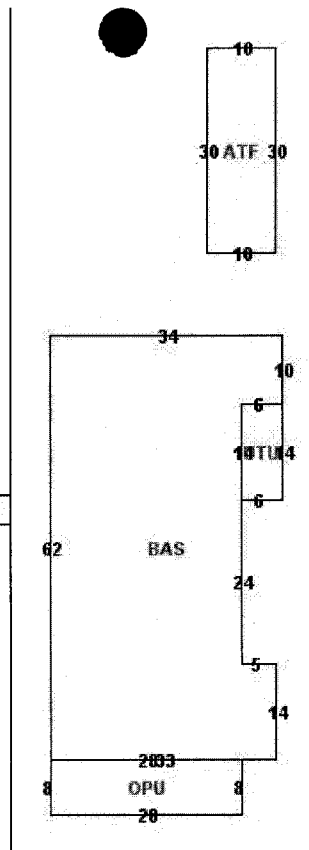


DWELLING UNIT-1.00
ROOF FRAMING-GABLE
ROOF COVER-COMPOSITION SHG
INTERIOR WALL-DRYWALL-PLASTER
FLOOR COVER-HARDWOOD/PARQET
NO. STORIES-2.00
FLOOR COVER-CARPET
DECOR/MILLWORK-AVERAGE
HEAT/AIR-CENTRAL H/AC
STRUCTURAL FRAME-WOOD FRAME

Areas - 2474 Total SF

ATTIC FIN - 300
BASE AREA - 1866
OPEN PORCH UNF - 224
UTILITY UNF - 84



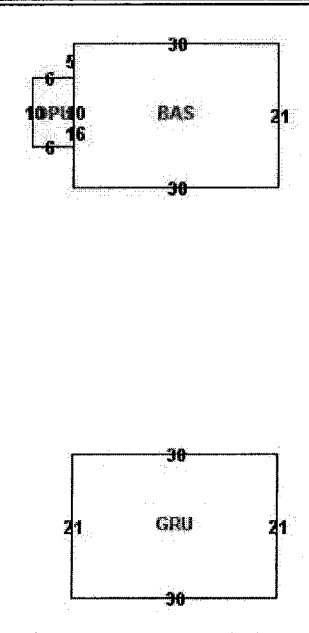
Building 2 - Address:1317 E CERVANTES ST 1/2, Year Built: 1938, Effective Year: 1960

Structural Elements

FOUNDATION-WOOD/SUB FLOOR
EXTERIOR WALL-ASBESTOS SIDING
NO. PLUMBING FIXTURES-3.00
DWELLING UNITS-1.00
EXTERIOR WALL-SIDING-SHT.AVG.
ROOF FRAMING-GABLE
ROOF COVER-COMPOSITION SHG
NO. STORIES-2.00
INTERIOR WALL-DRYWALL-PLASTER
FLOOR COVER-PINE/SOFTWOOD
DECOR/MILLWORK-AVERAGE
HEAT/AIR-CENTRAL H/AC
STRUCTURAL FRAME-WOOD FRAME

Areas - 1320 Total SF

BASE AREA - 630
GARAGE UNFIN - 630
OPEN PORCH UNF - 60



Images

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.

Real Estate Search

Amendment 1 Calculations

Account

Reference



Printer Friendly Version

2009 Certified Roll Assessment

Improvements:	\$87,834
Land:	\$40,970
Total:	\$128,804
<i>Save Our Homes:</i>	\$0

Disclaimer

Amendment 1 Calculations

Sales Data	
Product A	1200
Product B	800
Product C	500
Product D	300
Product E	200
Product F	100
Product G	50
Product H	20
Product I	10
Product J	5
Product K	2
Product L	1
Product M	0
Product N	0
Product O	0
Product P	0
Product Q	0
Product R	0
Product S	0
Product T	0
Product U	0
Product V	0
Product W	0
Product X	0
Product Y	0
Product Z	0

2009 Certified Roll Exemptions

None

**Official
Records
(New
Window)**

[View Instr](#)

View Instr

[View Instr](#)

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

Legal Description

E1/2 OF LT 7 AND ALL LT 8 BLK
102 NEW CITY TRACT OR 5696
P 1565 LESS OR 372 P 492...

Extra Features

None

Restore Map

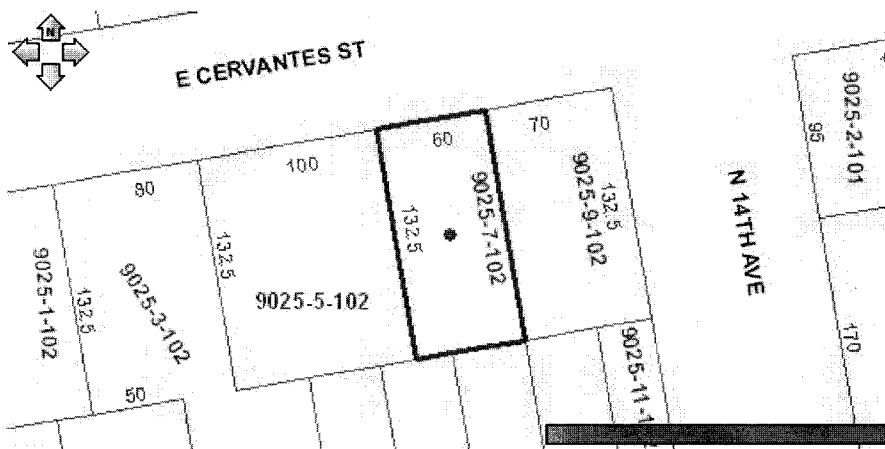
Launch Interactive Map

Section Map

Id:

CA048

**Approx.
Acreage:**
0.1800

Zoned:R-1AA 

Buildings

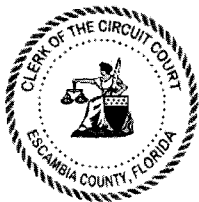
Building 1 - Address:1317 E CERVANTES ST, Year Built: 1918, Effective Year: 1960

Structural Elements

FOUNDATION-WOOD/SUB FLOOR

EXTERIOR WALL-SIDING-SHT.AVG.

NO. PLUMBING FIXTURES-6.00



Print Date:
4/28/2010 8:40:18 AM

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

Transaction #: 791353
Receipt #: 201018704
Cashier Date: 4/28/2010 8:40:18 AM (MAVILA)

Customer Information	Transaction Information	Payment Summary
(TXD) TAX DEED DIVISION CLERK OF THE CIRCUIT COURT 221 PALAFOX PLACE Pensacola, FL 32502	DateReceived: 04/28/2010 Source Code: Over the Counter Q Code: Return Code: Government Trans Type: Recording Agent Ref Num:	Total Fees \$12090.00 Total Payments \$12090.00

1 Payments



CLERK

\$12090.00

0 Recorded Items

0 Search Items

1 Miscellaneous Items



(MISCFEE) MISCELLANEOUS FEES
09/13/2010 TAX DEED SALE(31 CASES)

TAXCT	31	\$1860.00
TAXCR	10230	\$10230.00

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

Receipt Type	Case	Outstanding Amount	0.00
Receipt Number	1145033	Receipt Date	04/28/2010

Case Number **2008 TD 008453**

Description **WACHOVIA AS CUST/TR FOR PLYMOUTH PARK TAX SERVICES VS**

Action **TAX DEED APPLICATION**

Judge

Received From **WACHOVIA**

On Behalf Of **WACHOVIA AS CUST/TR FOR PLYMOUTH PARK TAX
SERVICES**

Total Received	390.00
Net Received	390.00
Change	0.00

Receipt Payments	Amount	Reference Description
Cash	390.00	ONCORE TRANS#791353

Receipt Applications	Amount
Holding	330.00
Service Charge	60.00

Deputy Clerk: mavila Transaction Date 04/28/2010 08:46:15

Comments

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

Receipt Type	Case	Outstanding Amount	0.00
Receipt Number	1168377	Receipt Date	06/29/2010

Case Number **2008 TD 008453**

Description **WACHOVIA AS CUST/TR FOR PLYMOUTH PARK TAX SERVICES VS**

Action **TAX DEED REDEMPTION**

Judge

Received From **JOHN PHARR, JR.**

On Behalf Of **WACHOVIA AS CUST/TR FOR PLYMOUTH PARK TAX
SERVICES**

Total Received	10,980.66
Net Received	10,980.66
Change	0.00

Receipt Payments	Amount	Reference Description
Check	10,980.66	40974804

Receipt Applications	Amount
Holding	10,953.66
Service Charge	27.00

Disbursement Accounts	Amount
COPIES OR	9.00
DEPOSITS - TAX DEEDS	10,953.66
POSTAGE - OR	18.00

Deputy Clerk: **bbr** Transaction Date **06/29/2010 15:13:57**

Comments

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 008453
Redeemed Date 06/29/2010
Name JOHN PHARR, JR.

Clerk's Total = TAXDEED	\$419.25
Due Tax Collector = TAXDEED	\$10,534.41
Postage = TD2	\$18.00
ResearcherCopies = TD6	\$9.00

Apply Docket Codes

• For Office Use Only

Date	Docket	Desc	Amount Owed	Amount Due	Payee Name
05/30/2008	TD1	TAX DEED APPLICATION Receipt: 1145033 Date: 04/28/2010	60.00	0.00	
05/30/2008	TAXDEED	TAX DEED CERTIFICATES Receipt: 1145033 Date: 04/28/2010	330.00	0.00	
06/29/2010	TAXDEED	TAXDEED Due Tax Collector Receipt: 1168377 Date: 06/29/2010	10,534.41	0.00	
06/29/2010	TD2	POSTAGE TAX DEEDS Receipt: 1168377 Date: 06/29/2010	18.00	0.00	
06/29/2010	TD6	TITLE RESEARCHER COPY CHARGES Receipt: 1168377 Date: 06/29/2010	9.00	0.00	
06/29/2010	TAXDEED	TAXDEED Clerk's Total Receipt: 1168377 Date: 06/29/2010	419.25	0.00	

FINANCIAL SUMMARY

Rcd	Docket Application	Owed	Paid	Dismissed	Due
1	Service Charge	\$87.00	\$87.00	\$0.00	\$0.00
2	Holding	\$11,283.66	\$11,283.66	\$0.00	\$0.00
	TOTAL	\$11,370.66	\$11,370.66	\$0.00	\$0.00

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**

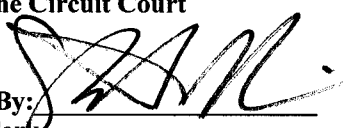
CLERK TO THE BOARD OF
 COUNTY COMMISSIONERS
 OFFICIAL RECORDS
 COUNTY TREASURY
 AUDITOR

ERNIE LEE MAGAHA, CLERK OF THE CIRCUIT COURT
Tax Certificate Redeemed From Sale
Account: 140732000 Certificate Number: 008453 of 2008

Payor: JOHN PHARR, JR. Date 06/29/2010

Clerk's Check #	40974804	Clerk's Total	\$419.25
Tax Collector Check #	1	Tax Collector's Total	\$10,534.41
		Postage	\$18.00
		Researcher Copies	\$9.00
		Total Received	\$10,980.66

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
ESCAMBIA COUNTY, FLORIDA

Tax Deed - Redemption Calculator

Account: 140732000 Certificate Number: 008453 of 2008

Redemption ☐ Yes ☒ No
 Application Date
 Interest Rate

	Final Redemption Payment ESTIMATED	Redemption Overpayment ACTUAL
	Auction Date <input type="text" value="09/13/2010"/>	Redemption Date <input type="text" value="06/29/2010"/>
Months	5	2
Tax Collector	<input type="text" value="\$9,793.64"/>	<input type="text" value="\$9,793.64"/>
Tax Collector Interest	\$734.52	\$293.81
Tax Collector Fee	<input type="text" value="\$6.25"/>	<input type="text" value="\$6.25"/>
Total Tax Collector	\$10,534.41	\$10,093.70
Clerk Fee	<input type="text" value="\$60.00"/>	<input type="text" value="\$60.00"/>
Sheriff Fee	<input type="text" value="\$120.00"/>	<input type="text" value="\$120.00"/>
Legal Advertisement	<input type="text" value="\$210.00"/>	<input type="text" value="\$210.00"/>
App. Fee Interest	\$29.25	\$11.70
Total Clerk	\$419.25	\$401.70
Postage	<input type="text" value="\$18.00"/>	<input type="text" value="\$18.00"/>
Researcher Copies	<input type="text" value="\$9.00"/>	<input type="text" value="\$9.00"/>
Total Redemption Amount	\$10,980.66	\$10,522.40
	Repayment Overpayment Refund Amount	\$458.26 + 120 + 210 = 788.26

Notes

Submit

Reset

Print Preview

Maryline Avila

From: "Maryline Avila" <mavila@escambiaclerk.com>
To: "Dana Moye" <dmoye@escambiaclerk.com>
Cc: "Carolyn Holland" <cholland@escambiaclerk.com>; "Brenda Robinson" <brobenson@clerk.co.escambia.fl.us>
Sent: Tuesday, June 29, 2010 3:42 PM
Subject: Check Request Tax Cert 2008 TD 08453

2008 TD 08453

Please issue checks:

Janet Holley Tax Collector
\$10,093.70(taxes due)

10-327

Wachovia as Trustees for Plymouth Park Tax Services
PO BOX 2288
Morristown NJ 07962-2288
\$401.70(\$390.00 app fees, \$11.70 interest)

JOHN PHARR, JR.
317 N SPRING ST
PENSACOLA, FL 32501-4827
\$788.26(refund overpayment)

Maryline Avila
Escambia County
Clerk of Circuit Court
Tax Deeds Division
(850) 595-3793
(850) 595-4827
mavila@escambiaclerk.com

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

Bank of America

PENSACOLA, FLORIDA

VOID AFTER 6 MONTHS

63-27
631

9000012582

PAY

*SEVEN HUNDRED EIGHTY EIGHT AND 26/100

JOHN PHARR JR

TO THE
ORDER
OF

JOHN PHARR JR
 317 N SPRING STREET
 PENSACOLA, FL 32501

DATE

07/06/2010

AMOUNT

788.26

Ernie Lee Magaha

ERNIE LEE MAGAHA, CLERK OF THE COURT



⑈9000012582⑈ ⑆063100277⑆ 898033991356⑈

ERNIE LEE MAGAHA
 CLERK OF THE COURT & COMPTROLLER

9000012582

Date	Case Number	Description	Amount
07/06/2010	2008 TD 008453	PAYMENT TAX DEEDS	788.26

9000012582

Check: 9000012582 07/06/2010 JOHN PHARR JR

Check Amount: 788.26

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

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

Bank of America

PENSACOLA, FLORIDA

VOID AFTER 6 MONTHS

63-27
631

9000012589

PAY

*FOUR THOUSAND EIGHT HUNDRED FORTY THREE AND 80/100

WACHOVIA AS TRUSTEE FOR PLYMOUTH PARK TAX
SERVICE

TO THE
ORDER
OF

WACHOVIA AS TRUSTEE FOR PLYMOUTH PARK TAX S
P O BOX 2288

MORRISTOWN, NJ 07962

DATE

AMOUNT

07/06/2010

4,843.80

Ernie Lee Magaha

ERNIE LEE MAGAHA, CLERK OF THE COURT



⑈9000012589⑈ ⑆063100277⑆ 898033991356⑈

ERNIE LEE MAGAHA
CLERK OF THE COURT & COMPTROLLER

9000012589

Date	Case Number	Description	Amount
07/06/2010	2008 TD 000890	PAYMENT TAX DEEDS	407.55
07/06/2010	2008 TD 002067	PAYMENT TAX DEEDS	401.70
07/06/2010	2008 TD 008453	PAYMENT TAX DEEDS	401.70
07/06/2010	2008 TD 009115	PAYMENT TAX DEEDS	401.70
07/06/2010	2008 TD 001584	PAYMENT TAX DEEDS	407.55
07/06/2010	2008 TD 001877	PAYMENT TAX DEEDS	401.70
07/06/2010	2008 TD 003699	PAYMENT TAX DEEDS	407.55
07/06/2010	2008 TD 001526	PAYMENT TAX DEEDS	401.70
07/06/2010	2008 TD 000383	PAYMENT TAX DEEDS	401.70
07/06/2010	2008 TD 003403	PAYMENT TAX DEEDS	401.70

There are additional check details for this check that total:

9000012589

Check: 9000012589 07/06/2010 WACHOVIA AS TRUSTEE FOR PLYMOUTH PARK TAX SERVICE Check Amount: 4,843.80

2008 TD 03728 407.55

2008 TD 05672 401.70

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

Bank of America

PENSACOLA, FLORIDA

VOID AFTER 6 MONTHS

63-27
631

9000012580

PAY *SEVENTY ONE THOUSAND ONE HUNDRED FOUR AND 31/100

JANET HOLLEY TAX COLLECTOR

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

DATE

07/06/2010

AMOUNT

71,104.31

Ernie Lee Magaha

ERNIE LEE MAGAHA, CLERK OF THE COURT



⑈9000012580⑈ ⑆063100277⑆ 898033991356⑈

ERNIE LEE MAGAHA
CLERK OF THE COURT & COMPTROLLER

9000012580

Date	Case Number	Description	Amount
07/06/2010	2008 TD 003699	PAYMENT TAX DEEDS	10,791.24
07/06/2010	2008 TD 001584	PAYMENT TAX DEEDS	6,381.49
07/06/2010	2008 TD 003403	PAYMENT TAX DEEDS	11,197.96
07/06/2010	2008 TD 005672	PAYMENT TAX DEEDS	4,755.71
07/06/2010	2008 TD 000383	PAYMENT TAX DEEDS	1,124.65
07/06/2010	2008 TD 003728	PAYMENT TAX DEEDS	5,284.80
07/06/2010	2008 TD 009115	PAYMENT TAX DEEDS	4,449.93
07/06/2010	2008 TD 001877	PAYMENT TAX DEEDS	2,694.02
07/06/2010	2008 TD 000890	PAYMENT TAX DEEDS	4,542.13
07/06/2010	2008 TD 001526	PAYMENT TAX DEEDS	6,784.06

There are additional check details for this check that total:

13,098.32

9000012580

Check: 9000012580 07/06/2010 JANET HOLLEY TAX COLLECTOR

Check Amount: 71,104.31

2008 TD 08453 10,093.70

2008 TD 02067 3,004.62

ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT



BRANCH OFFICES
ARCHIVES AND RECORDS
JUVENILE DIVISION

CENTURY

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

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

CLERK TO THE BOARD OF
COUNTY COMMISSIONERS

OFFICIAL RECORDS
COUNTY TREASURY
AUDITOR

IMAGING COVER PAGE

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

Case: 2008 TD 008453



00015261711

Dkt: TD80 Pg#:

13

Original Documents Follow

Notice to Tax Collector of Application for Tax Deed

TO: Tax Collector of Escambia County

In accordance with Florida Statutes, I,

**WACHOVIA AS CUST/TTEE FOR PLYMOUTH PARK
TAX SERVIC
PO BOX 2288
MORRISTOWN, New Jersey, 07962-2288**

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
8453	14-0732-000	05/30/2008	00-0S0-090 E1/2 OF LT 7 AND ALL LT 8 BLK 102 NEW CITY TRACT OR 5696 P 1565 LESS OR 372 P 492 FOR ST RD 10-A R/W CA 48

2009 TAX ROLL

J & J HOLDINGS LLC
1306 E CERVANTES ST
PENSACOLA, Florida 32501

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.

ddewitt (Donna Ernwein)
Applicant's Signature

04/14/2010
Date

TAX COLLECTOR'S CERTIFICATION

Application
Date / Number
Apr 14, 2010 / 1965

This is to certify that the holder listed below of Tax Sale Certificate Number **2008 / 8453**, 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: 14-0732-000**

Certificate Holder:
WACHOVIA AS CUST/TTEE FOR PLYMOUTH PARK TAX
SERVIC
PO BOX 2288
MORRISTOWN, NEW JERSEY 07962-2288

Property Owner:
J & J HOLDINGS LLC
1306 E CERVANTES ST
PENSACOLA, FLORIDA 32501

Legal Description: 00-0S0-090

E1/2 OF LT 7 AND ALL LT 8 BLK 102 NEW CITY TRACT OR 5696 P 1565 LESS OR 372 P 492 FOR ST RD 10-A R/W CA 48

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

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

Cert. Year	Certificate Number	Date of Sale	Face Amt	T/C Fee	Interest	Total
2008	8453	05/30/08	\$3,265.99	\$0.00	\$277.61	\$3,543.60

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
2009	10621	06/01/09	\$3,080.53	\$6.25	\$240.02	\$3,326.80

1. Total of all Certificates in Applicant's Possession and Cost of the Certificates Redeemed by Applicant or Included (County)
2. Total of Delinquent Taxes Paid by Tax Deed Application
3. Total of Current Taxes Paid by Tax Deed Applicant (2009)
4. Ownership and Encumbrance Report Fee
5. Tax Deed Application Fee
6. Total Certified by Tax Collector to Clerk of Court
7. Clerk of Court Statutory Fee
8. Clerk of Court Certified Mail Charge
9. Clerk of Court Advertising Charge
10. Sheriff's Fee
11. _____
12. Total of Lines 6 thru 11
13. Interest Computed by Clerk of Court Per Florida Statutes.....(%)
14. One-Half of the assessed value of homestead property. If applicable pursuant to section 197.502, F.S.
15. Statutory (Opening) Bid; Total of Lines 12 thru 14
16. Redemption Fee
17. Total Amount to Redeem

\$6,870.40
\$0.00
\$2,698.24
\$150.00
\$75.00
\$9,793.64
\$9,793.64
\$6.25

*Done this 14th day of April, 2010

TAX COLLECTOR, ESCAMBIA COUNTY, FLORIDA

By

Betty [Signature]

Date of Sale:

Sept 13, 2010

* 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



BRANCH OFFICES
ARCHIVES AND RECORDS
JUVENILE DIVISION

CENTURY

ARCHIVES AND RECORDS
CHILD SUPPORT
CIRCUIT CIVIL
CIRCUIT CRIMINAL
COUNTY CIVIL
COUNTY CRIMINAL
DOMESTIC RELATIONS
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PROBATE
TRAFFIC

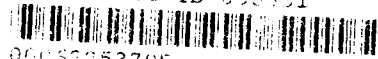
COUNTY OF ESCAMBIA
OFFICE OF THE
CLERK OF THE CIRCUIT COURT

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

IMAGING COVER PAGE

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

Case: 2009 TD 006331



00062253795

Dkt: TD83 Pg#:

3

Original Documents Follow

OWNERSHIP AND ENCUMBERANCE REPORT

CONTINUATION PAGE

File No.: 7692

April 20, 2010

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

1. That certain mortgage executed by 1317 J&J Holdings, LLC in favor of First Gulf Bank dated August 2, 2005 and recorded August 3, 2005 in Official Records Book 5696, page 1568 of the public records of Escambia County, Florida, in the original amount of \$131,920.00. Assigned to RBC Bank in O.R. Book 6368, page 24.
2. Taxes for the year 2007-2008 delinquent. The assessed value is \$128,804.00. Tax ID 14-0732-000.

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.

SOUTHERN GUARANTY TITLE COMPANY

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

PENSACOLA, FLORIDA 32503

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

Email: rcsgr@aol.com

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

CERTIFICATION: TITLE SEARCH FOR TDA

TAX DEED SALE DATE: 09-13-10

TAX ACCOUNT NO.: 14-0732-000

CERTIFICATE NO.: 2008-8453

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.

1317 J & J Holdings, LLC
317 N. Spring St.
Pensacola, FL 32501
and
1317 E. Cervantes St.
Pensacola, FL 32501

RBC Bank (USA)
c/o Lending Service Center
P.O. Box 1220
Rocky Mount, NC 27802

Certified and delivered to Escambia County Tax Collector,
this 28th day of May, 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.

Prepared by and return to:

Matthew C. Hoffman

Attorney at Law

Shell, Fleming, Davis & Menge, P.A.

Post Office Box 1831

Pensacola, FL 32591-1831

850-434-2411

File Number: Z140.00002

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Warranty Deed

This Warranty Deed made this 2nd day of August, 2005 between **Robert Lee Warren and Maria W. Warren, husband and wife** whose post office address is **1317 E. Cervantes Street, Pensacola, FL 32501**, grantor, and **1317 J & J Holdings, LLC, a Florida limited liability company** whose post office address is **1306 East Cervantes Street, Pensacola, FL 32501**, grantee:

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

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Escambia County, Florida** to-wit:

Lot 8 and the East one-half of Lot 7, Block 102, New City Tract, according to map of the City of Pensacola, Escambia County, Florida, copyrighted by Thomas C. Watson in 1906, less and except that portion of the above described parcel conveyed to the State of Florida by deed recorded in Official Records Book 372, at Page 492, of the public records of Escambia County, Florida, for additional right-of-way for State Road 10-A, which portion is approximately the North 4.94 feet of said parcel.

Parcel Identification Number: 00-0S-00-9025-007-102

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And subject to taxes for the current year and later years and all valid easements and restrictions of record, if any, which are not hereby reimposed; and also subject to any claim, right, title or interest arising from any recorded instrument reserving, conveying, leasing, or otherwise alienating any interest in the oil, gas and other minerals. And grantor does warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever, subject only to the exceptions set forth herein.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Matthew C. Hoffman
Witness Name: Matthew C. Hoffman

Karen L. Todd
Witness Name: Karen L. Todd

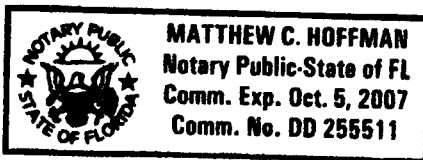
Robert Lee Warren (Seal)
Robert Lee Warren

Maria W. Warren (Seal)
Maria W. Warren

State of Florida
County of Escambia

The foregoing instrument was acknowledged before me this 2nd day of August, 2005 by Robert Lee Warren and Maria W. Warren, who ☐ are personally known or ☒ have produced a driver's license as identification.

[Notary Seal]



Matthew C. Hoffman
Notary Public

Printed Name: Matthew C. Hoffman

My Commission Expires: October 5, 2007

**RESIDENTIAL SALES
ABUTTING ROADWAY
MAINTENANCE DISCLOSURE**

ATTENTION: Pursuant to Escambia County Code of Ordinance Chapter 1-29.2, Article V, sellers of residential lots are required to disclose to buyers whether abutting roadways will be maintained by Escambia County. The disclosure must additionally provide that Escambia County does not accept roads for maintenance that have not been built or improved to meet county standards. Escambia County Code of Ordinances Chapter 1-29.2, Article V requires this disclosure be attached along with other attachments to the deed or other method of conveyance required to be made part of the public records of Escambia County, Florida. Note: Acceptance for filing by County employees of this disclosure shall in no way be construed as an acknowledgement by the County of the veracity of any disclosure statement.

Name of Roadway: Cervantes Street

Legal Address of Property: 1317 Cervantes Street

Parcel ID: #00-0S-00-9025-007-102

The County (X) has accepted () has not accepted the abutting roadway for maintenance.

This form completed by: Matthew C. Hoffman
Shell Fleming Davis & Menge
Post Office Box 1831
Pensacola, FL 32591-1831

Dated: August 2, 2005.

Buyers:

1317 J & J Holdings, LLC

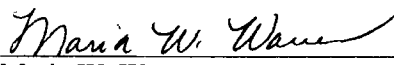
By:


John Pharr, Jr.

As its: Managing Member

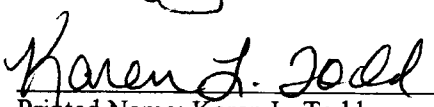
Sellers:


Robert Lee Warren


Maria W. Warren

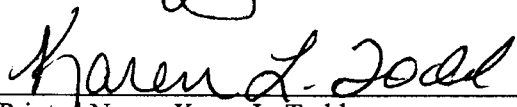
Witnesses (as to Buyers):


Printed Name: Matthew C. Hoffman


Printed Name: Karen L. Todd

Witnesses (as to Sellers):


Printed Name: Matthew C. Hoffman


Printed Name: Karen L. Todd

This document was prepared by
FIRST GULF BANK, N.A.

State of Florida's Documentary Stamp Tax required by law in
the amount of \$ 462.00 has been paid to the
Clerk of the Circuit Court (or the County Comptroller, if
applicable) for the County of ESCAMBIA
State of Florida.

State of Florida

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MORTGAGE

(With Future Advance Clause)

1. **DATE AND PARTIES.** The date of this Mortgage (Security Instrument) is AUGUST 2005 and the parties, their addresses and tax identification numbers, if required, are as follows:

MORTGAGOR: 1317 J & J HOLDINGS, LLC
A FLORIDA LIMITED LIABILITY CO
1306 E CERVANTES STREET B
PENSACOLA, FL 32501

☐ If checked, refer to the attached Addendum incorporated herein, for additional Mortgagors, their signatures and acknowledgments.

LENDER:

FIRST GULF BANK, N.A.
201 N PALAFOX STREET
PENSACOLA FL 32502

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:

LOT 8 AND THE EAST ONE-HALF OF LOT 7, BLOCK 102, NEW CITY TRACT,
ACCORDING TO MAP OF THE CITY OF PENSACOLA, ESCAMBIA COUNTY,
FLORIDA, COPYRIGHTED BY THOMAS C WATSON IN 1906, LESS AND EXCEPT
THAT PORTION OF THE ABOVE DESCRIBED PARCEL CONVEYED TO THE STATE
OF FLORIDA DEED RECORDED IN OFFICIAL RECORDS BOOK 372, AT PAGE
492, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, FOR
ADDITIONAL RIGHT-OF-WAY FOR STATE ROAD 10-A, WHICH PORTION IS
APPROXIMATELY THE NORTH 4.94 FEET OF SAID PARCEL

The property is located in ESCAMBIA at
(County)
1317 E CERVANTES STREET PENSACOLA Florida 32501
(Address) (City) (ZIP Code)

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. (When referencing the debts below it is suggested that you include items such as borrowers' names, note amounts, interest rates, maturity dates, etc.)

BORROWER: 1317 J & J HOLDINGS, LLC, a Florida Limited Liability Company
NOTE AMOUNT: \$131,920.00

B. All future advances made within 20 years from the date of this Security Instrument from Lender to Mortgagor or other future obligations of Mortgagor to Lender pursuant to section 4 of this 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.

This Security Instrument will not secure any other debt if Lender fails to give any required notice of the right of rescission.

4. **MAXIMUM OBLIGATION LIMIT; FUTURE ADVANCES.** The total principal amount secured by this Security Instrument at any one time shall not exceed \$ 131,920.00. 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. **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.

6. **WARRANTY OF TITLE.** Mortgagor warrants that Mortgagor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to grant, bargain, convey, sell, and mortgage the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances of record.

7. **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:

A. To make all payments when due and to perform or comply with all covenants.

B. To promptly deliver to Lender any notices that Mortgagor receives from the holder.

C. 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 consent.

8. **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. Mortgagor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Mortgagor may have against parties who supply labor or materials to maintain or improve the Property.

9. **DUE ON SALE OR ENCUMBRANCE.** Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable. This covenant shall run with the Property and shall remain in effect until the Secured Debt is paid in full and this Security Instrument is released.

10. **PROPERTY CONDITION, ALTERATIONS AND INSPECTION.** Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary. Mortgagor shall not commit or allow any waste, impairment, or deterioration of the Property. Mortgagor will keep the Property free of noxious weeds and grasses. Mortgagor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Mortgagor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Mortgagor will notify Lender of all demands, proceedings, claims and actions against Mortgagor, and of any loss or damage to the Property.

Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Lender shall give Mortgagor notice at the time of or before an inspection specifying a reasonable purpose for the inspection. Any inspection of the Property shall be entirely for Lender's benefit and Mortgagor will in no way rely on Lender's inspection.

11. **AUTHORITY TO PERFORM.** If Mortgagor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Mortgagor appoints Lender as attorney in fact to sign Mortgagor's name or pay any amount necessary for performance. Lender's right to perform for Mortgagor shall not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may take all steps necessary to protect Lender's security interest in the Property, including completion of the construction.

12. **ASSIGNMENT OF LEASES AND RENTS.** Mortgagor irrevocably grants, bargains, conveys and mortgages to Lender as additional security all the right, title and interest in and to any and all existing or future leases, subleases, and any other written or verbal agreements for the use and occupancy of any portion of the Property, including any extensions, renewals, modifications or substitutions of such agreements (all referred to as "Leases") and rents, issues and profits (all referred to as "Rents"). Mortgagor will promptly provide Lender with true and correct copies of all existing and future Leases. Mortgagor may collect, receive, enjoy and use the Rents so long as Mortgagor is not in default under the terms of this Security Instrument.

Mortgagor agrees that this assignment is immediately effective between the parties to this Security Instrument and effective as to third parties on the recording of this Security Instrument. Mortgagor agrees that Lender is entitled to notify Mortgagor or Mortgagor's tenants to make payments of Rents due or to become due directly to Lender after such recording. However, Lender agrees not to notify Mortgagor's tenants until Mortgagor defaults and Lender notifies Mortgagor in writing of the default and demands that Mortgagor and Mortgagor's tenants pay all Rents due or to become due directly to Lender. On receiving notice of default, Mortgagor will endorse and deliver to Lender any payment of Rents in Mortgagor's possession and will receive any Rents in trust for Lender and will not commingle the Rents with any other funds. Any amounts collected will be applied as provided in this Security Instrument. Mortgagor warrants that no default exists under the Leases or any applicable landlord/tenant law. Mortgagor also agrees to maintain and require any tenant to comply with the terms of the Leases and applicable law.

13. **LEASEHOLDS; CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS.** Mortgagor agrees to comply with the provisions of any lease if this Security Instrument is on a leasehold. If the Property includes a unit in a condominium or a planned unit development, Mortgagor will perform all of Mortgagor's duties under the covenants, by-laws, or regulations of the condominium or planned unit development.
14. **DEFAULT.** Mortgagor will be in default if any party obligated on the Secured Debt fails to make payment when due. Mortgagor will be in default if a breach occurs under the terms of this Security Instrument or any other document executed for the purpose of creating, securing or guarantying the Secured Debt. A good faith belief by Lender that Lender at any time is insecure with respect to any person or entity obligated on the Secured Debt or that the prospect of any payment or the value of the Property is impaired shall also constitute an event of default.
15. **REMEDIES ON DEFAULT.** In some instances, federal and state law will require Lender to provide Mortgagor with notice of the right to cure or other notices and may establish time schedules for foreclosure actions. Subject to these limitations, if any, Lender may accelerate the Secured Debt and foreclose this Security Instrument in a manner provided by law if Mortgagor is in default.

At the option of Lender, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or anytime thereafter. In addition, Lender shall be entitled to all the remedies provided by law, the terms of the Secured Debt, this Security Instrument and any related documents. All remedies are distinct, cumulative and not exclusive, and the Lender is entitled to all remedies provided at law or equity, whether or not expressly set forth. The acceptance by Lender of any sum in payment or partial payment on the Secured Debt after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's right to require complete cure of any existing default. By not exercising any remedy on Mortgagor's default, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.

16. **EXPENSES; ADVANCES ON COVENANTS; ATTORNEYS' FEES; COLLECTION COSTS.** Except when prohibited by law, Mortgagor agrees to pay all of Lender's expenses if Mortgagor breaches any covenant in this Security Instrument. Mortgagor will also pay on demand any amount incurred by Lender for insuring, inspecting, preserving or otherwise protecting the Property and Lender's security interest. These expenses will bear interest from the date of the payment until paid in full at the highest interest rate in effect as provided in the terms of the Secured Debt. Mortgagor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's rights and remedies under this Security Instrument. This amount may include, but is not limited to, reasonable attorneys' fees, court costs, and other legal expenses. This Security Instrument shall remain in effect until released. Mortgagor agrees to pay for any recordation costs of such release.
17. **ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES.** As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), and all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste" or "hazardous substance" under any Environmental Law.

Mortgagor represents, warrants and agrees that:

- A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance is or will be located, stored or released on or in the Property. This restriction does not apply to small quantities of Hazardous Substances that are generally recognized to be appropriate for the normal use and maintenance of the Property.
 - B. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor and every tenant have been, are, and shall remain in full compliance with any applicable Environmental Law.
 - C. Mortgagor shall immediately notify Lender if a release or threatened release of a Hazardous Substance occurs on, under or about the Property or there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagor shall take all necessary remedial action in accordance with any Environmental Law.
 - D. Mortgagor shall immediately notify Lender in writing as soon as Mortgagor has reason to believe there is any pending or threatened investigation, claim, or proceeding relating to the release or threatened release of any Hazardous Substance or the violation of any Environmental Law.
18. **CONDEMNATION.** Mortgagor will give Lender prompt notice of any pending or threatened action, by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Mortgagor authorizes Lender to intervene in Mortgagor's name in any of the above described actions or claims. Mortgagor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds shall be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.
19. **INSURANCE.** Mortgagor shall keep Property insured against loss by fire, flood, theft and other hazards and risks reasonably associated with the Property due to its type and location. This insurance shall be maintained in the amounts and for the periods that Lender requires. What Lender requires pursuant to the preceding two sentences can change during the term of the Secured Debt. The insurance carrier providing the insurance shall be chosen by Mortgagor subject to Lender's approval, which shall not be unreasonably withheld. If Mortgagor fails to maintain the coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property according to the terms of this Security Instrument.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause" and, where applicable, "loss payee clause." Mortgagor shall immediately notify Lender of cancellation or termination of the insurance. Lender shall have the right to hold the policies and renewals. If Lender requires, Mortgagor shall immediately give to Lender all receipts of paid premiums and renewal notices. Upon loss, Mortgagor shall give immediate notice to the insurance carrier and Lender. Lender may make proof of loss if not made immediately by Mortgagor.

Unless otherwise agreed in writing, all insurance proceeds shall be applied to the restoration or repair of the Property or to the Secured Debt, whether or not then due, at Lender's option. Any application of proceeds to principal shall not extend or postpone the due date of the scheduled payment nor change the amount of any payment. Any excess will be paid to the Mortgagor. If the Property is acquired by Lender, Mortgagor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Lender to the extent of the Secured Debt immediately before the acquisition.

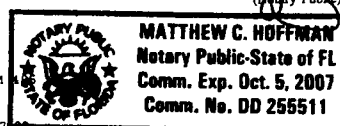
20. **ESCROW FOR TAXES AND INSURANCE.** Unless otherwise provided in a separate agreement, Mortgagor will not be required to pay to Lender funds for taxes and insurance in escrow.
21. **FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS.** Mortgagor will provide to Lender upon request, any financial statement or information Lender may deem reasonably necessary. Mortgagor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Mortgagor's obligations under this Security Instrument and Lender's lien status on the Property.
22. **JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND.** All duties under this Security Instrument are joint and individual. If Mortgagor signs this Security Instrument but does not sign an evidence of debt, Mortgagor does so only to mortgage Mortgagor's interest in the Property to secure payment of the Secured Debt and Mortgagor does not agree to be personally liable on the Secured Debt. If this Security Instrument secures a guaranty between Lender and Mortgagor, Mortgagor agrees to waive any rights that may prevent Lender from bringing any action or claim against Mortgagor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws. Mortgagor agrees that Lender and any party to this Security Instrument may extend, modify or make any change in the terms of this Security Instrument or any evidence of debt without Mortgagor's consent. Such a change will not release Mortgagor from the terms of this Security Instrument. The duties and benefits of this Security Instrument shall bind and benefit the successors and assigns of Mortgagor and Lender.
23. **APPLICABLE LAW; SEVERABILITY; INTERPRETATION.** This Security Instrument is governed by the laws of the jurisdiction in which Lender is located, except to the extent otherwise required by the laws of the jurisdiction where the Property is located. This Security Instrument is complete and fully integrated. This Security Instrument may not be amended or modified by oral agreement. Any section in this Security Instrument, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Security Instrument are for convenience only and are not to be used to interpret or define the terms of this Security Instrument. Time is of the essence in this Security Instrument.
24. **NOTICE.** Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Security Instrument, or to any other address designated in writing. Notice to one mortgagor will be deemed to be notice to all mortgagors.
25. **WAIVERS.** Except to the extent prohibited by law, Mortgagor waives all appraisal and homestead exemption rights relating to the Property.
26. **OTHER TERMS.** If checked, the following are applicable to this Security Instrument:
- ☐ **Line of Credit.** The Secured Debt includes a revolving line of credit provision. Although the Secured Debt may be reduced to a zero balance, this Security Instrument will remain in effect until released.
 - ☐ **Construction Loan.** This Security Instrument secures an obligation incurred for the construction of an improvement on the Property.
 - ☐ **Fixture Filing.** Mortgagor grants to Lender a security interest in all goods that Mortgagor owns now or in the future and that are or will become fixtures related to the Property. This Security Instrument suffices as a financing statement and any carbon, photographic or other reproduction may be filed of record for purposes of Article 9 of the Uniform Commercial Code.
 - ☐ **Riders.** The covenants and agreements of each of the riders checked below are incorporated into and supplement and amend the terms of this Security Instrument. [Check all applicable boxes]
 - ☐ Condominium Rider ☐ Planned Unit Development Rider ☐ Other
 - ☐ **Additional Terms.**
- ☐ **Payment of this note or mortgage is subject to the terms of a home improvement installment contract of even date between maker and payee or mortgagor and mortgagee.**

SIGNATURES: By signing below, Mortgagor agrees to the terms and covenants contained in this Security Instrument and in any attachments. Mortgagor also acknowledges receipt of a copy of this Security Instrument on the date stated on page 1.

1317 J & J HOLDINGS, LLC
a Florida Limited Liability Company

08/02/2005
(Signature) JOHN T. PHARR, JR. (Date) (Signature) (Date)
MANAGING MEMBER
(Witness) KAREN L. TUDOR (Witness) MATTHEW C. HOFFMAN

ACKNOWLEDGMENT: STATE OF FLORIDA, COUNTY OF ESCAMBIA } ss.
(Individual) This instrument was acknowledged before me this 2nd day of August 2005
by JOHN T. PHARR, JR. AS MANAGING MEMBER OF 1317 J & J HOLDINGS, LLC
who is personally known to me or who has produced as identification.
My commission expires: (Seal)



Prepared By And
When Recorded Mail To:

E. Bardin Simmons, Jr.
Poyner & Spruill LLP
3600 Glenwood Avenue
Raleigh, North Carolina 27612

(Space above this line for Recorder's use)

ASSIGNMENT OF MORTGAGE

FIRST GULF BANK, N.A. ("Seller"), having an address of 2200 Airport Boulevard, Pensacola, Florida 32504, the holder of the mortgage dated August 2, 2005 from 1317 J & J HOLDINGS, LLC in favor of Seller recorded in the Escambia County Clerk's Office, State of Florida in Book 5696, Page 1568 (together with any amendments, renewals, extensions, or modifications thereto, the "Mortgage") hereby assigns the Mortgage, and the notes and claims secured thereby, to RBC BANK (USA) ("Buyer") with an address of c/o Lending Service Center, Post Office Box 1220, Rocky Mount, North Carolina 27802. This assignment is made without recourse, representations or warranties of any kind.

[THE REMAINDER OF THIS PAGE WAS LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, Seller has duly executed this Assignment as of August 7, 2008, effective as of June 20, 2008.

Witness:

FIRST GULF BANK, N.A.

Tavin M. Clark
Print Name: Tavin M. Clark

By: E. Bardin Simmons, Jr.
Name: E. Bardin Simmons, Jr.
Title: Attorney in fact under limited power of attorney, as recorded in the Clerk's Office

Christine S. Hood
Print Name: Christine L. Hood

Notary Acknowledgment

STATE OF NORTH CAROLINA

COUNTY OF WAKE

The foregoing instrument was acknowledged before me this 7th day of August, 2008 by E. Bardin Simmons, Jr., the attorney in fact under limited power of attorney, as recorded in the Clerk's Office, of First Gulf Bank, N.A, a national banking association, on behalf of the national banking association. He/she is [X] personally known to me or [] produced _____ as identification.

Christine S. Hood
Christine L. Hood
Print Name
Notary Public, State and County aforesaid
Commission Expires: 4/18/09

CHRISTINE L. HOOD
NOTARY PUBLIC
WAKE COUNTY, N.C.
My Commission Expires 4-18-2009.

**OWNERSHIP AND ENCUMBERANCE REPORT
LEGAL DESCRIPTION**

File No.: 7692

April 20, 2010

000S009025007102 - Full Legal Description

E1/2 OF LT 7 AND ALL LT 8 BLK 102 NEW CITY TRACT OR 5696 P 1565 LESS OR 372 P 492
FOR ST RD 10-A R/W CA 48

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.: 7692

April 20, 2010

Escambia County Tax Collector
P.O. Box 1312
Pensacola, FL 32569
ATTN: Brian Jackson

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 04-20-90, through 04-20-10, and said search reveals the following:

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

1317 J&J Holdings, LLC

2. The land covered by this Report is:

LEGAL DESCRIPTION IS ATTACHED HERETO AND MADE A PART HEREOF

3. The following unsatisfied mortgages, liens and judgments affecting the land covered by this Report appear of record:

SEE CONTINUATION PAGE ATTACHED HERETO AND MADE A PART HEREOF

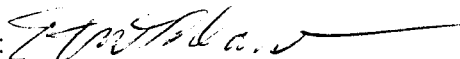
4. Taxes:

SEE CONTINUATION PAGE ATTACHED HERETO AND MADE A PART HEREOF

The foregoing report is prepared and furnished for information only, is not intended to constitute or imply any opinion, warranty, guaranty, insurance, or similar assurance as to the status of title, and no determination has been made of the authenticity of any instrument described or referred to herein. The name search for the purposes of determining applicable judgments and liens is limited to the apparent record owner(s) shown herein. No attempt has been made to determine whether the land is subject to liens or assessments which are not shown as existing liens by the public records. The Company's liability hereunder shall not exceed the cost of this Report, or \$1,000.00 whichever is less.

THIS REPORT SHALL NOT BE USED FOR THE ISSUANCE OF TITLE INSURANCE.

Southern Guaranty Title Company

BY: 
Richard S. Combs

April 20, 2010

ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT



BRANCH OFFICES
ARCHIVES AND RECORDS
JUVENILE DIVISION

CENTURY

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

COUNTY OF ESCAMBIA
OFFICE OF THE
CLERK OF THE CIRCUIT COURT

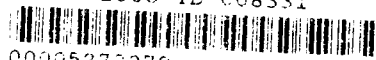
CLERK TO THE BOARD OF
COUNTY COMMISSIONERS

OFFICIAL RECORDS
COUNTY TREASURY
AUDITOR

IMAGING COVER PAGE

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

Case: 2008 TD 008331



00005272079

Dkt: TD82 Pg#.

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Original Documents Follow