### **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: 2009 TD 007754

00066542173 Dkt: TD83 Pg#:

**Original Documents Follow** 

#### TAX COLLECTOR'S CERTIFICATION

Application Date / Number Apr 19, 2011 / 110395

This is to certify that the holder listed below of Tax Sale Certificate Number **2009** / **7754**, issued the **1st** day of **June**, **2009**, and which encumbers the following described property located in the County of Escambia, State of Florida to wit: **Parcel ID Number**: 10-4602-059

**Certificate Holder:** 

WACHOVIA AS CUST/TTEE FOR PLYMOUTH PARK TAX

**SERVIC** 

PO BOX 2288

MORRISTOWN, NEW JERSEY 07962-2288

**Property Owner:** 

RRW INVESTMENTS LLC

940 LONEWA LN

MONROE, LOUISIANA 71203

Legal Description: 35-3S3-209

UNIT 1803-W INDIGO PHASE II CONDOMINIUM ALSO A 1997/367009 INT IN COMMON ELEMENTS OR 5907 P 1571

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
2009	7754	06/01/09	\$9,484.81	\$0.00	\$1,772.47	\$11,257.28

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

1. Total of all Certificates in Applicant's Possession and Cost of the Certificates Redeemed by \$11,257.28 Applicant or Included (County) \$0.00 2. Total of Delinquent Taxes Paid by Tax Deed Application \$7,872.48 3. Total of Current Taxes Paid by Tax Deed Applicant (2010) \$150.00 4. Ownership and Encumbrance Report Fee \$75.00 5. Tax Deed Application Fee \$19,354.76 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. \$19,354.76 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 \$6.25 16. Redemption Fee

\*Done this 19th day of April, 2011

TAX COLLECTOR, ESCAMBIA COUNTY, FLORIDA

2011

17. Total Amount to Redeem

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

#### **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. 7754

**Parcel ID Number** 

10-4602-059

**Date** 06/01/2009

**Legal Description** 

35-3S3-209

UNIT 1803-W INDIGO PHASE II CONDOMINIUM

ALSO A 1997/367009 INT IN COMMON

**ELEMENTS OR 5907 P 1571** 

2010 TAX ROLL

RRW INVESTMENTS LLC 940 LONEWA LN MONROE, Louisiana 71203

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.

04/19/2011

### **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
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**

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Case: 2009 TD 007754

00040179804 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.: 8850 May 10, 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 05-10-91, through 05-10-11, and said search reveals the following:

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

RRW Investments, 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: May 10, 2011

## OWNERSHIP AND ENCUMBRANCE REPORT LEGAL DESCRIPTION

File No.: 8850 May 10, 2011

Condominium Unit 1803W, Indigo, a Condominium, Phase II, together with an undivided interest in the common elements, according to the Declaration of Condominium thereof recorded in O.R. Book 5519, page 1187, amended in O.R. Book 5562, page 1153; O.R. Book 5692, page 762; O.R. Book 5820, page 1540-1543; O.R. Book 5820, page 1544; and as further amended from time to time, all being of the public records of Escambia County, Florida.

## OWNERSHIP AND ENCUMBRANCE REPORT CONTINUATION PAGE

File No.: 8850 May 10, 2011

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

- 1. That certain mortgage executed by RRW Investments, LLC in favor of Progressive Bank dated 05/02/2006 and recorded 05/17/2006 in Official Records Book 5907, page 1576 of the public records of Escambia County, Florida, in the original amount of \$705,055.78. Mortgage Modification recorded in O.R. Book 6375, page 1922.
- 2. Subject to interest of Indigo Condominium Owners Association, if any.
- 3. Taxes for the year 2008 delinquent. The assessed value is \$486,215.00. Tax ID 10-4602-059.

#### 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 Escambia County Tax Collector P.O. Box 1312 Pensacola, FL 32596	
CERTIFICATION: T	ITLE SEARCH FOR TDA
TAX DEED SALE DATE: September 6, 20	011
TAX ACCOUNT NO.:	· 
CERTIFICATE NO.: 2009-7754	·
In compliance with Section 197.256, is a list of names and addresses of agencies having legal interest in or described property. The above refere being submitted as proper notificati	claim against the above
YES NO	
X Notify City of Pensacola,	P.O. Box 12910, 32596
X Notify Escambia County, 19	00 Governmental Center, 32501
X Homestead for tax ye	ear.
RRW Investment, LLC 940 Lonewa Lane Monroe, LA 71203	Indigo Condominium Assoc., Inc. 13621 Perdido Key Dr. Pensacola, FL 32507
Unknown Tenant 13621 Perdido Key Dr.Unit 1803-W Pensacola, FL 32507	
Progressive Bank 3421 Cypress St. West Monroe, LA 71291	
· · · · · · · · · · · · · · · · · · ·	County Tax Collector,
Certified and delivered to Escambia this 12th day of May, 201	1.
SOUTHERN GUARANTY TITLE COMPANY	
The Regident	
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.

DOC-4444.30

Prepared by Carol Crawford, 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.: 2032-1004377

#### **WARRANTY DEED**

This indenture made on May 02, 2006 A.D., by

Indigo, LLC, a Florida Limited Liability Company

whose address is: **18300 Scenic Hwy 98, Point Clear, AL 32564** hereinafter called the "grantor", to

RRW Investments, L.L.C., a Louisiana Limited Liability Company

whose address is: 940 Lonewa Lane, Monroe, LA 71203

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)

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

Condominium Unit 1803W, INDIGO, a Condominium, Phase II, together with an undivided interest in the common elements, according to the Declaration of Condominium thereof recorded in Official Record Book 5519, Page 1187, Amended in Official Records Book 5562, Page 1153, Official Records Book 5692, Page 762, Official Records Book 5820, Page 1540-1543, Official Record Book 5820, Page 1544 and as further amended from time to time, all being of the Public Records of Escambia County, Florida.

Parcel Identification Number: 353S321200001001

**Subject to** all reservations, covenants, conditions, restrictions and easements of record and to all applicable zoning ordinances and/or restrictions imposed by governmental authorities, if any.

**Together** with all the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining.

Page 1 of 2 2032 - 1004377

At (004399

BK: 5907 PG: 1572

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

**And** the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31st of 2005.

**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: Yates, L.L.C., an Alabama limited liability company, its Co-Manager

By: Jason R. Voyles, Its Manager

Signed, sealed and delivered in our presence:

Witness Signature\_

Print Name: \_\_

Witness Signature

Print Name:

STEAMEN

Code

Recorded in Public Records 05/17/2006 at 11:33 AM OR Book 5907 Page 1576, Instrument #2006050163, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording \$61.00 MTG Stamps \$2467.85 Int. Tax \$1410.11

Rec- 61.00 100 - 2467.85 141- 1410.20

**RECORDATION REQUESTED BY:** 

Progressive Bank Cypress Street 3421 Cypress Street West Monroe, LA 71291

WHEN RECORDED MAIL TO:

Progressive Bank Cypress Street 3421 Cypress Street West Monroe, LA 71291

SEND TAX NOTICES TO:

Progressive Bank Cypress Street 3421 Cypress Street West Monroe, LA 71291

This Mortgage prepared by:

Name: AUDREY PETERSON, LOAN ASSISTANT Company: Progressive Bank Address: 3421 Cypress Street, West Monroe, LA 71291

#### **MORTGAGE**

THIS MORTGAGE dated May 2, 2006, is made and executed between RRW INVESTMENTS, L.L.C., whose address is 1900 NORTH 18TH STREET SUITE 500, MONROE, LA 71201 (referred to below as "Grantor") and Progressive Bank, whose address is 3421 Cypress Street, West Monroe, LA 71291 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently eracted or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in ESCAMBIA COUNTY County, State of Florida:

See SEE ATTACHED EXHIBIT "A", which is attached to this Mortgage and made a part of this Mortgage as if fully set forth herein.

The Real Property or its address is commonly known as 13621 PERDIDO KEY DRIVE UNIT #1803W, PENSACOLA, FL 32507.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE IN THE ORIGINAL PRINCIPAL AMOUNT OF \$705,055.78, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due and shall strictly perform all of Grantor's obligations under this Mortgage.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and walves any future claims against Lender to Indemnity or contribution in the eve

Nulsance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of improvements. Grantor shall not demolish or remove any improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such improvements with improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this

#### **MORTGAGE** (Continued)

Page 6

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Mortgage, together with interest on such amounts as provided in this Mortgage.

Lender. The word "Lender" means Progressive Bank, its successors and assigns.

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender.

Note. The word "Note" means the promissory note dated May 2, 2006, in the original principal amount of \$705,055.78 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The final maturity date of the Note is May 2, 2007.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Mortgage.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND GRANTOR AGREES TO ITS TERMS. RRW INVESTMENTS INVESTMENTS, L.L.C. Audrey Peterson Danatha Carthy LIMITED LIABILITY COMPANY ACKNOWLEDGMENT STATE OF ١ Parish ) SS Ocachil COUNTY OF 9 vq The foregoing instrument was acknowledged before me this by KELLY E. WHITE, Manager of RRW INVESTMENTS, L.L.C. company. He or she is personally known to me or has produced Wa mainber (or agent), on behalf of RRW INVESTMENTS, LLC., a limited liability day of as identification and did / did not take (Signature of P erson Taking Acknow impsoin (Name of Ac (Title or Rank) (Serial Number, if any)

BK: 5907 PG: 1582 Last Page

#### **EXHIBIT "A"**

Condominium Unit 1803W, INDIGO, a Condominium, Phase II, together with an undivided interest in the common elements, according to the Declaration of Condominium thereof recorded in Official Record Book 5519, Page 1187, Amended in Official Records Book 5562, Page 1153, Official Records Book 5692, Page 762, Official Records Book 5820, Page 1540-1543, Official Record Book 5820, Page 1544 and as further amended from time to time, all being of the Public Records of Escambia County, Florida.

Recorded in Public Records 09/15/2008 at 10:20 AM OR Book 6375 Page 1922, Instrument #2008069389, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording \$27.00 MTG Stamps \$15.40 Int. Tax \$8.70

FATCO-NAVAMME 1003-1004377B

#### **RECORDATION REQUESTED BY:**

Progressive Bank Cypress Street 3421 Cypress Street West Monroe, LA 71291

#### WHEN RECORDED MAIL TO:

Progressive Bank Cypress Street 3421 Cypress Street West Monroe, LA 71291

#### **SEND TAX NOTICES TO:**

Progressive Bank Cypress Street 3421 Cypress Street West Monroe, LA 71291

This Modification of Mortgage prepared by:  ${f V}_{{f A}}^{{f O}}$ 

1/200 Th

Name: Lorrie Poland, Loan Processor

Company: Progressive Bank

Address: 12 Mary Marr, Winnsboro, LA 71295

THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS \$658,093.82, TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE.

#### **MODIFICATION OF MORTGAGE**

THIS MODIFICATION OF MORTGAGE dated August 22, 2008, is made and executed between RRW Investments LLC, whose address is P.O. Box 15210, Monroe, LA 71207-5210 (referred to below as "Grantor") and Progressive Bank, whose address is 3421 Cypress Street, West Monroe, LA 71291 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated May 2, 2006 (the "Mortgage") which has been recorded in Escambia County, State of Florida, as follows:

Mortgage by and between RRW Investments, L.L.C., a Louisiana Limited Liability Company and Progressive Bank, dated 05/02/2006 and sent for recording contemporaneously with the closing, referred to above, in hits public records of the county where the insured Land is located, as further described in this Policy, securing unto the insured lender a loan in the original face amount of \$705.055.78. Recorded in Book #5907, Page #1576, Instrument # 2006050103.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in Escambia County, State of Florida:

See the exhibit or other description document which is attached to this Modification and made a part of this Modification as if fully set forth berein

The Real Property or its address is commonly known as 13621 Perdido Key Drive Unit #1803W, Pensacola, FL 32507.

MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

Increase Loan Amount to \$709,407.38 and Term Out Existing Loan # 6425-01 Which Funded Purchase of Condo in Pensacola.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS \$658,093.82, TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED AUGUST 22, 2008.

GRANTOR:

RRYV-INVESTMENTS LLC

Daran H Reeves, Member of RRW Investments LLC

vitnesses:
Lag Woudhow

TRACYD DOWNHOUR

Rhonda Comptun

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

(850), 595-4140 REGISTRY ACCOUNT

hre naverse side of this hocuman inheroextriction that enconstructly lines and artificial watermark. Hold at an angle to vie Bank of America:

9000014295

PENSACOLA, FLORIDA

VOID AFTER 6 MONTHS

\*EIGHTY TWO THOUSAND FIVE HUNDRED FORTY FIVE

JANET HOLLEY TAX COLLECTOR

TO THE ZIB PALAFOX PLACE ORDER : PENSACOLA, FL 3250

05/10/2011

898033991356 ::0631002771 # 90000 14 295#

> ERNIE LEE MAGAHA CLERK OF THE COURT & COMPTROLLER

9000014295

Amount Description 1,951.05 Case Number PAYMENT TAX 05/10/2011 2008 TD 001689 DEEDS 464.01 PAYMENT TAX DEEDS 05/10/2011 2008 TD 002332 9,256.56 PRYMENT TAX DEEDS 05/10/2**011**-2009 TD 008637 1,257.57 PANNENT TAX DEEDS 05/16/2911/2008 TO COL286 11:496:51 EAYMENT TAX DEEDS (5/10/2511,2009,TD-0051) 11,469.81 PAYMENT TAX DEELS 10,651133 100 1,948.7 

There are additional check details for this check that total:

<sup>21,10</sup>9000014295

Check: 9000014295 05/10/2011

JANET HOLLEY TAX COLLECTOR

Check Amount:

82,545.16

De jul

2006 77 0561

936.87

03017

961.68

7,09 77 07164 J 095 54

7119 710 02847 7 715 53

411535

2857-10

7.08 TD 02185

1,812-37

7,447,500,00081

2-221-95

**ERNIE LEE MAGAHA** 

CLERK OF THE COURT & COMPT

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

### The reverse side of this dirburght inclaides microfented enforsement eines and artificial watermark - hold at an angle to view Bank of America

PENSACOLA, FLORIDA

9000014306

**VOID AFTER 6 MONTHS** 

\*THREE THOUSAND ONE HUNDRED SIXTY AND 95/100

WACHOVIA AS CUST/TTEE FOR PLYMOUTH PARK

TAX SERVICE

DATE

**AMOUNT** 

TO THE ORDER WACHOVIA AS CUST/TIEE FOR PLYMOUTH PARK TAX

P O BOX 2288

MORRISTOWN, NJ

3,160.95

#9000014306# #063100277# 898033991356#

**ERNIE LEE MAGAHA** CLERK OF THE COURT & COMPTROLLER 9000014306

		Amount
Date <u>Case Number</u> 05/10/2011 2009 TD 008637	Description PAYMENT TAX DEEDS	395,85
05/10/2011 2009 TD 002847	PAYMENT TAX DEEDS	390.00
05/10/2011 2009 TD 007754	PAYMENT TAX DEEDS	395.85
05/10/2011 2009 TD 000330	PAYMENT TAX DEEDS	395.85
05/10/2011 2009 TD 00 <sup>7164</sup>	payment tax deeds	395.85
05/10/2011 2009 TD 011535	PAYMENT TAX DEEDS	398.85
05/10/2011 2009 TD 005173	PAYMENT TAX DEEDS	395.85
CS/10/2011 2009 TD 000081	PAYMENT TAX DEEDS	395.85

9000014306

Check: 9000014306 05/10/2011 WACHOVIA AS CUST/TTEE FOR PLYMOUTH FARK TAX SERVICE

Check Amount:

3,160.95

ERNIE LEE MAGAHA CLERK OF THE COURT & COMPTRA P.O. BOX 333

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

Bankof America

PENSACOLA, FLORIDA **VOID AFTER 6 MONTHS** 

AND 69/100 \*ONE THOUSAND FIVE HUNDRED SEVENTY FOUR

RRW INVESTMENTS LLC

REW INVESTMENTS LLC TO THE ORDER 940 LONEWA LN MONROE, LA 71203 OF

**AMOUNT** 

05/10/2011

1,574.69

#9000014304# #063100277# 898033991356#

**ERNIE LEE MAGAHA** CLERK OF THE COURT & COMPTROLLER 9000014304

9000014304

Case Number 05/10/2011 2009 TD 007754 Description PAYMENT TAX DEEDS

Amount 1,574.69

9000014304

05/10/2011 RRW INVESTMENTS LLC Check: 9000014304

Check Amount:

1,574.69



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

Tax Deed - Redemption Calculator
Account: 104602059 Certificate Number: 007754 of 2009

edemption Yes	Application Date 04/19/2011	Interest Rate 18%
edempuon Li-	Final Redemption Payment ESTIMATED	Redemption Overpayment ACTUAL
	Auction Date 09/06/2011	Redemption Date 05/09/2011
tonths	5	1
ax Collector	\$19,354.76	\$19,354.76
Tax Collector Interest	\$1,451.61	\$290.32
Tax Collector Fee	\$6.25	\$6.25
Total Tax Collector	\$20,812.62	\$19,651.33
	\$60.00	\$60.00
Clerk Fee		\$120.00
Sheriff Fee	\$120.00	\$210.00
Legal Advertisement	\$210.00	2
App. Fee Interest	\$29.25	\$5.85 \$395.85
Total Clerk	\$419.25	\$343.03
Postage	\$60.00	\$0.00
Researcher Copies	\$40.00	\$40.00
Total Redemption Amount	\$21,331.87	\$20,087.18
	Repayment Overpayment Refund Amount	\$1,244.69 + 120+210 = 1

ACTUAL SHERIFF \$40.00 COM FEE \$
05/03/2011 MR REEVES CALLED FOR REDEMPTION QUOTE.318-361-0030
Notes .MVA

Submit

Reset

Print Preview

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

Receipt Type Case

Outstanding Amount

0.00

Receipt Number 1283552

Receipt Date

05/09/2011

Case Number 2009 TD 007754

Description WACHOVIA AS CUST/TTEE FOR PLYMOUTH PARK TAX SERVIC VS

Action TAX DEED REDEMPTION

Judge

Received From RRW INVESTMENTS LLC

On Behalf Of WACHOVIA AS CUST/TTEE FOR PLYMOUTH PARK

TAX SERVIC

Total Received Net Received 21,331.87 21,331.87

Change

0.00

Receipt Payments

Check

Amount Reference Description

21,331.87 7000660090

Receipt Applications

Holding

Service Charge

Amount 21,291.87

40.00

Deputy Clerk:

mavila

Transaction Date 05/09/2011 12:37:44

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

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

Account: 104602059 Certificate Number: 007754 of 2009

Payor: RRW INVESTMENTS LLC 940 LONEWA LN MONROE, LA 71203 Date 05/09/2011

Clerk's Check # 7000660090	Clerk's Total	\$419.25
Tax Collector Check # 1	Tax Collector's Total	\$20,812.62
Tax Concern Check //	Postage	\$60.00
	Researcher Copies	\$40.00
	Total Received	\$21,331.87

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 # 2009 TD 007754

**Redeemed Date 05/09/2011** 

Name RRW INVESTMENTS LLC 940 LONEWA LN MONROE, LA 71203

Clerk's Total = TAXDEED	\$419.25
Due Tax Collector = TAXDEED	\$20,812.62
Postage = TD2	\$60.00
ResearcherCopies = TD6	\$40.00

#### Apply Decket Colles

#### · For Office Use Only

Date	Docket	Desc	Amount Owed	Amount Payee Due Name
06/01/2009	TD1	TAX DEED APPLICATION Receipt: 1282340 Date: 05/05/2011	60.00	0.00
06/01/2009		TAX DEED CERTIFICATES Receipt: 1282340 Date: 05/05/2011	330.00	0.00
05/03/2011	~~~~ <del>~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~</del>	TAX COLLECTOR CERTIFICATION nik	0.00	0.00
05/09/2011		TAXDEED Clerk's Total	419.25	419.25
05/09/2011	<del></del>	TAXDEED Due Tax Collector	20,812.62	20,812.62
05/09/2011		TITLE RESEARCHER COPY CHARGES	40.00	40.00

Red	Docket Application	Owed	Paid	Dismissed	Due
1 Ser	vice Charge	\$100.00	\$60.00	\$0.00	\$40.00
	ding	\$21,561.87	\$330.00	\$0.00	\$21,231.87
	TOTAL	\$21,661.87	\$390.00	\$0.00	\$21,271.87

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

Receipt Type Case

Outstanding Amount

0.00

Receipt Number 1282340

Receipt Date

05/05/2011

Case Number 2009 TD 007754

Description WACHOVIA AS CUST/TTEE FOR PLYMOUTH PARK TAX SERVIC VS

Action TAX DEED APPLICATION

Judge

Received From PLYMOUTH PARK TAX SERVICES

On Behalf Of WACHOVIA AS CUST/TTEE FOR PLYMOUTH PARK

TAX SERVIC

Total Received Net Received 390.00 390.00

Change

0.00

Receipt Payments

Cash

Amount Reference Description 390.00 ONCORE TRANS#857358

Receipt Applications

Holding

Service Charge

Amount 330.00

60.00

Deputy Clerk:

mavila Transaction Date 05/05/2011 10:11:47

Comments



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

5/5/2011 10:11:20 AM

Transaction #: 857358 Receipt #: 201124023

Cashier Date: 5/5/2011 10:11:16 AM (MAVILA)

850-595-3930			
(TXD) TAX DEED DIVISION CLERK OF THE CIRCUIT COURT 221 PALAFOX PLACE Pensacola, FL 32502	DateReceived: 05/05/2011 Over the Source Code: Counter Q Code: Return Code: Government Trans Type: Recording Agent Ref Num:	Total Fees	\$390.00 \$390.00

	l Payments	
ľ		\$390.00
1	CLERK	

## ) Recorded Items

## 0 Search Items

1 Miscellaneous Rems		
(MISCFEE) MISCELLANEOU TD 07754	<u>S FEES</u> 2009	222.00
TAXCR	330	\$330.00
TAXCT	1	\$60.00



## Chris Jones Escambia County Property Appraiser

Real Estate Search Tangible Property Search Amendment 1 Calculations

Back

+

**Navigate Mode** ○ Reference



Careral Information Reference:

353S320900172001

Account:

104602059

Owners:

RRW INVESTMENTS LLC

Mail:

940 LONEWA LN

**MONROE, LA 71203** 

Situs:

13621 PERDIDO KEY DR 1803W 32507

Use Code:

CONDOMINIUM [P]

Taxing

**COUNTY MSTU** 

**Authority:** 

Tax Inquiry: Open Tax Inquiry Window

Tax Inquiry link courtesy of Janet Holley. Escendia County Tex Collector

#### Sales Data

Sale Date

Book Page Value Type

Official Records (New Window)

05/2006 5907 1571 \$634,900 WD

View Instr

Official Records Inquiry country of Errie Life Magana, Escamble County Clerk of the Court

2010 Centres Roi Assessmen

Improvements:

\$486,205 \$10

Land:

Total:

\$486,215

Save Our Homes:

\$0

Disclaimer

Amendment 1 Calculations

2010 Certified Roll Exemptions

Laga Description

ø

UNIT 1803-W INDIGO PHASE II CONDOMINIUM ALSO A 1997/367009 INT IN COMMON **ELEMENTS...** 

eren Pestare

None

calca Information

Section (60)

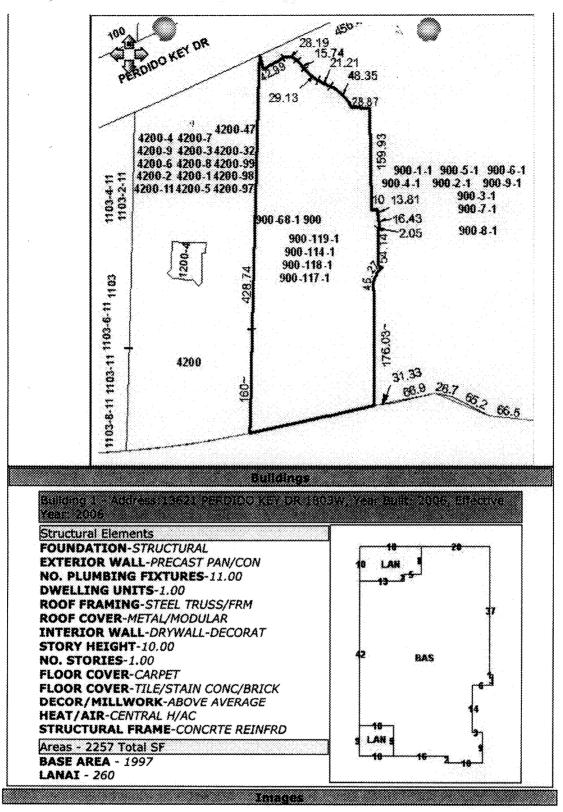
GOL MAD KINEGO LEUNSK KINGRESTIVE MED

Section Map

Id: 35-3S-32-2

Approx. Acreage: 2.3100

Zoned: 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 inaccuracies or errors.

