

**PAM CHILDERS**  
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

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Case: 2010 TD 003295



00090366393

Dkt: TD83 Pg#:

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3

**Original Documents Follow**

**TAX COLLECTOR'S CERTIFICATION**

**Application  
Date / Number  
Nov 30, 2012 / 120991**

This is to certify that the holder listed below of Tax Sale Certificate Number **2010 / 3295**, issued the **1st** day of **June, 2010**, and which encumbers the following described property located in the County of Escambia, State of Florida to wit: **Parcel ID Number: 05-2686-000**

**Certificate Holder:**  
TC 10U, LLC PENDER NEWKIRK CUST TC10U, LLC  
PO BOX 172299  
TAMPA, FLORIDA 33672

**Property Owner:**  
STOLFI MARCO  
2576 GULF BREEZE AVE  
PENSACOLA, FLORIDA 32507

**Legal Description:** 09-2S3-010  
LT 129 BUDD PROPERTY PB 1 P 46 OR 5686 P 1927 LESS OR 997 P 746 STATE RD W ST R/W

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
2010	3295	06/01/10	\$1,866.51	\$0.00	\$408.30	\$2,274.81

**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
2012	3042.0000	06/01/12	\$1,864.52	\$6.25	\$118.86	\$1,989.63
2011	3193.0000	06/01/11	\$1,871.51	\$6.25	\$217.56	\$2,095.32
2009	3280	06/01/09	\$1,911.15	\$6.25	\$1,175.36	\$3,092.76

1. Total of all Certificates in Applicant's Possession and Cost of the Certificates Redeemed by Applicant or Included (County)	\$9,452.52
2. Total of Delinquent Taxes Paid by Tax Deed Application	\$0.00
3. Total of Current Taxes Paid by Tax Deed Applicant (2012)	\$1,613.39
4. Ownership and Encumbrance Report Fee	\$150.00
5. Tax Deed Application Fee	\$75.00
6. Total Certified by Tax Collector to Clerk of Court	\$11,290.91
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	\$11,290.91
13. Interest Computed by Clerk of Court Per Florida Statutes.....( %)	
14. One-Half of the assessed value of homestead property. If applicable pursuant to section 197.502, F.S.	
15. Statutory (Opening) Bid; Total of Lines 12 thru 14	
16. Redemption Fee	\$6.25
17. Total Amount to Redeem	

\*Done this 30th day of November, 2012

TAX COLLECTOR, ESCAMBIA COUNTY, FLORIDA

By Shirley Rich, CFA  
Senior Deputy Tax Collector

Date of Sale: August 5, 2013

\* 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,

**TC 10U, LLC PENDER NEWKIRK CUST TC10U, LLC  
PO BOX 172299  
TAMPA, Florida, 33672**

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

<b>Certificate No.</b>	<b>Parcel ID Number</b>	<b>Date</b>	<b>Legal Description</b>
3295	05-2686-000	06/01/2010	09-2S3-010 LT 129 BUDD PROPERTY PB 1 P 46 OR 5686 P 1927 LESS OR 997 P 746 STATE RD W ST R/W

**2012 TAX ROLL**

STOLFI MARCO  
2576 GULF BREEZE AVE  
PENSACOLA , Florida 32507

I agree to pay all delinquent taxes, redeem all outstanding certificates not in my possession, pay any omitted taxes, and pay current taxes, if due, covering the land, and pay any interest earned (a) on tax certificates not in my possession, (b) on omitted taxes or (c) on delinquent taxes. I also agree to pay all Tax Collector's fees, ownership and encumbrance reports costs, Clerk of the Court costs, charges and fees and Sheriff's costs, if applicable. Attached is the above-mentioned tax sale certificate on which this application is based and all other certificates of the same legal description which are in my possession.

mmattp777 (Matt Pallardy)

Applicant's Signature

11/30/2012

Date

**PAM CHILDERS**  
 CLERK OF CIRCUIT COURT & COMPTROLLER  
 ESCAMBA COUNTY, FLORIDA  
 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

9000018124

PAY \*FIFTY SIX THOUSAND SIX HUNDRED FORTY SEVEN AND 70/100

JANET HOLLEY TAX COLLECTOR

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

DATE AMOUNT  
 02/12/2013 56,647.70

*Pam Childers*  
 PAM CHILDERS, CLERK OF CIRCUIT COURT & COMPTROLLER



⑈9000018124⑈ ⑆063100277⑆ 898033991356⑈

**PAM CHILDERS**  
 CLERK OF CIRCUIT COURT & COMPTROLLER

9000018124

Date	Case Number	Description	Amount
02/11/2013	2010 TD 006636	PAYMENT TAX DEEDS	4,088.75
02/11/2013	2010 TD 001669	PAYMENT TAX DEEDS	2,353.82
02/11/2013	2010 TD 003295	PAYMENT TAX DEEDS	11,805.25
02/11/2013	2010 TD 006400	PAYMENT TAX DEEDS	2,617.72
02/11/2013	2010 TD 001705	PAYMENT TAX DEEDS	4,256.84
02/11/2013	2010 TD 006636	PAYMENT TAX DEEDS	1,029.56 - 2012 TAXE
02/11/2013	2010 TD 006400	PAYMENT TAX DEEDS	935.65 - 2012 TAXE
02/11/2013	2010 TD 005821	PAYMENT TAX DEEDS	19,818.50
02/12/2013	2010 TD 000825	PAYMENT TAX DEEDS	9,741.61

9000018124

Check: 9000018124 02/12/2013 JANET HOLLEY TAX COLLECTOR Check Amount: 56,647.70

*Blanca M.  
 2-13-13*

**PAM CHILDERS**  
CLERK OF CIRCUIT COURT & COMPTROLLER  
ESCAMBIA COUNTY, FLORIDA  
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

9000018143

PAY

\*NINE HUNDRED SIX AND 24/100

TC 10U LLC

TO THE ORDER OF  
TC 10U LLC  
P O BOX 172299  
TAMPA, FL 33672

DATE AMOUNT  
02/12/2013 906.24

*Pam Childers*  
PAM CHILDERS, CLERK OF CIRCUIT COURT & COMPTROLLER



⑈9000018143⑈ ⑆063100277⑆ 898033991356⑈

**PAM CHILDERS**  
CLERK OF CIRCUIT COURT & COMPTROLLER

9000018143

Date	Case Number	Description	Amount
02/11/2013	2010 TD 003295	PAYMENT TAX DEEDS	419.05
02/11/2013	2010 TD 005821	PAYMENT TAX DEEDS	487.19

4th 1016

9000018143

Check: 9000018143 02/12/2013 TC 10U LLC

Check Amount: 906.24

**PAM CHILDERS**  
CLERK OF CIRCUIT COURT & COMPTROLLER  
ESCAMBIA COUNTY, FLORIDA  
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

9000018140

PAY \*ONE THOUSAND FOUR HUNDRED FIFTY THREE AND 27/100

RESORT & LUXURY HOME TITLE INC

TO THE ORDER OF  
RESORT & LUXURY HOME TITLE INC  
212 W INTENDENCIA  
PENSACOLA, FL 32502

DATE AMOUNT  
02/12/2013 1,453.27

*Pam Childers*  
PAM CHILDERS, CLERK OF CIRCUIT COURT & COMPTROLLER



⑈9000018140⑈ ⑆063100277⑆ 898033991356⑈

**PAM CHILDERS**  
CLERK OF CIRCUIT COURT & COMPTROLLER

9000018140

<u>Date</u>	<u>Case Number</u>	<u>Description</u>	<u>Amount</u>
02/11/2013	2010 TD 003295	PAYMENT TAX DEEDS	1,453.27

9000018140

Check: 9000018140 02/12/2013 RESORT & LUXURY HOME TITLE INC Check Amount: 1,453.27



**PAM CHILDERS**  
**CLERK OF THE CIRCUIT COURT**  
**ESCAMBIA COUNTY, FLORIDA**

**Tax Deed - Redemption Calculator**

Account: 052686000 Certificate Number: 003295 of 2010

Redemption  Yes   
 Application Date    
 Interest Rate

	Final Redemption Payment ESTIMATED	Redemption Overpayment ACTUAL
	Auction Date <input type="text" value="08/05/2013"/>	Redemption Date <input type="text" value="02/06/2013"/>
Months	9	3
Tax Collector	\$11,290.91	\$11,290.91
Tax Collector Interest	\$1,524.27	\$508.09
Tax Collector Fee	\$6.25	\$6.25
<b>Total Tax Collector</b>	<b>\$12,821.43</b>	<b>\$11,805.25</b>
Clerk Fee	\$60.00	\$60.00
Sheriff Fee	\$120.00	\$120.00
Legal Advertisement	\$221.00	\$221.00
App. Fee Interest	\$54.14	\$18.05
<b>Total Clerk</b>	<b>\$455.14</b>	<b>\$419.05</b>
Postage	\$60.00	\$0.00
Researcher Copies	\$40.00	\$40.00
<b>Total Redemption Amount</b>	<b>\$13,376.57</b>	<b>\$12,264.30</b>
	Repayment Overpayment Refund Amount	\$1,112.27 + 120 + 221 = 1453.27

Notes

Pam Childers,  
Clerk of the Circuit Court of Escambia County Florida

Receipt Type	Case	Outstanding Amount	0.00
Receipt Number	1487318	Receipt Date	02/06/2013

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Case Number	2010 TD 003295
Description	TC 10U, LLC VS

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Action	TAX DEED REDEMPTION
Judge	
Received From	RESORT & LUXURY HOME TITLE, INC
On Behalf Of	TC 10U, LLC

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Total Received	13,376.57
Net Received	13,376.57
Change	0.00

---

Receipt Payments	Amount	Reference Description
Check	13,376.57	1631

Receipt Applications	Amount
Holding	13,336.57
Service Charge	40.00

Deputy Clerk:            mavila            Transaction Date    02/06/2013    11:47:14

Comments



1631

**LIBERIS LAW FIRM, P.A.**

TRUST ACCOUNT  
212 W. INTENDENCIA  
PENSACOLA, FL 32502  
(850) 438-9647

HANCOCK BANK OF FLORIDA

63-1278-631

1/29/2013

PAY TO THE  
ORDER OF Clerk of County Court

\$\*\*13,376.57

DOLLARS

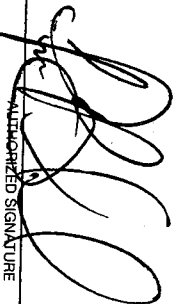
Thirteen Thousand Three Hundred Seventy-Six and 57/100\*\*\*\*\*

Clerk of County Court  
190 Government Center  
Pensacola, FL 32502

MEMO

90-70-2 Cianco/Stoff

*Tax Deed Redemption*  
*Acct # 05916846DD*



AUTHORIZED SIGNATURE

⑈001631⑈ ⑆063112786⑆

45217253⑈



Security features. Details on back.

**PAM CHILDERS**  
 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

**PAM CHILDERS, CLERK OF THE CIRCUIT COURT  
 Tax Certificate Redeemed From Sale  
 Account: 052686000 Certificate Number: 003295 of 2010**

**Payor: RESORT & LUXURY HOME TITLE, INC ATTN: TONJIA BROWN 212 WEST  
 INTENDENCIA STREET PENSACOLA, FL 32502 Date 02/06/2013**

Clerk's Check #	1631	Clerk's Total	\$455.14
Tax Collector Check #	1	Tax Collector's Total	\$12,821.43
		Postage	\$60.00
		Researcher Copies	\$40.00
		<b>Total Received</b>	<b>\$13,376.57</b>

**PAM CHILDERS  
 Clerk of the Circuit Court**

Received By: \_\_\_\_\_  
 Deputy Clerk

**PAM CHILDERS**  
 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



**BRANCH OFFICES**  
**ARCHIVES AND RECORDS**  
**JUVENILE DIVISION**  
**CENTURY**

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

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

**Case # 2010 TD 003295**  
**Redeemed Date 02/06/2013**

**Name** RESORT & LUXURY HOME TITLE, INC ATTN: TONJIA BROWN 212 WEST INTENDENCIA STREET  
 PENSACOLA, FL 32502

Clerk's Total = TAXDEED	\$455.14
Due Tax Collector = TAXDEED	\$12,821.43
<input type="checkbox"/> Postage = TD2	\$60.00
ResearcherCopies = TD6	\$40.00

**Apply Docket Codes**

• For Office Use Only

Date	Docket	Desc	Amount Owed	Amount Due	Payee Name
06/01/2010	TD1	TAX DEED APPLICATION Receipt: 1483360 Date: 01/09/2013	60.00	0.00	
06/01/2010	TAXDEED	TAX DEED CERTIFICATES Receipt: 1483360 Date: 01/09/2013	341.00	0.00	
01/15/2013	TD83	TAX COLLECTOR CERTIFICATION	0.00	0.00	
02/06/2013	TAXDEED	TAXDEED Due Tax Collector	12,821.43	12,821.43	
02/06/2013	TD6	TITLE RESEARCHER COPY CHARGES	40.00	40.00	
02/06/2013	TAXDEED	TAXDEED Clerk's Total	455.14	455.14	

**FINANCIAL SUMMARY**

Rcd	Docket Application	Owed	Paid	Dismissed	Due
1	Service Charge	\$100.00	\$60.00	\$0.00	\$40.00
2	Holding	\$13,617.57	\$341.00	\$0.00	\$13,276.57
	<b>TOTAL</b>	<b>\$13,717.57</b>	<b>\$401.00</b>	<b>\$0.00</b>	<b>\$13,316.57</b>

*Resort  
Luxury*

HOME TITLE, INC.  
212 W. Intendencia Street  
Pensacola, FL 32502  
(850)438-9647 (850)433-5409 Fax  
Resort & Luxury Home Title, Inc is a subsidiary of Liberis Law Firm.

February 5, 2013

Escambia County Clerk of Court  
Attn: Recording Department  
P.O. Box 333  
Pensacola, Florida 32591

Re: #90-70-12, Marco Stolfi: Tax Deed Redemption  
Acct # 05-2686-000

Dear Sir/Madam,

Enclosed is our Trust Account Check in the amount of \$ 13,376.57,  
which represents payment for the above mentioned Tax Deed Redemption.  
Please process and submit a receipt to our office:

**Resort & Luxury Home Title, Inc.**  
**Attn: Tonjia Brown**  
**212 West Intendencia Street**  
**Pensacola, FL 32502**

Thank you for your time and attention to this matter.

Sincerely,



Tonjia Brown  
Closing Agent

# 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.: 10105

January 25, 2013

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 01-24-1993, through 01-24-2013, and said search reveals the following:

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

Marco Stolfi

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: 

January 25, 2013

**OWNERSHIP AND ENCUMBRANCE REPORT  
LEGAL DESCRIPTION**

File No.: 10105

January 25, 2013

**Lot 129, Budd Property, as per plat thereof, recorded in Plat Book 1, Page 46, of the Public Records of Escambia County, Florida.**

**LESS that portion of right of way.**

**OWNERSHIP AND ENCUMBRANCE REPORT  
CONTINUATION PAGE**

File No.: 10105

January 25, 2013

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

1. That certain mortgage executed by Marco Stolfi in favor of Regions Bank dated 07/22/2005 and recorded 07/22/2005 in Official Records Book 5686, page 1928 of the public records of Escambia County, Florida, in the original amount of \$100,000.00.
2. Taxes for the year 2008-2011 delinquent. The assessed value is \$108,006.00. Tax ID 05-2686-000.

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: rcsqt@aol.com

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

CERTIFICATION: TITLE SEARCH FOR TDA

TAX DEED SALE DATE: 8-5-2013

TAX ACCOUNT NO.: 05-2686-000

CERTIFICATE NO.: 2010-3295

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, 32521

      X   Notify Escambia County, 190 Governmental Center, 32502

      X   Homestead for     tax year.

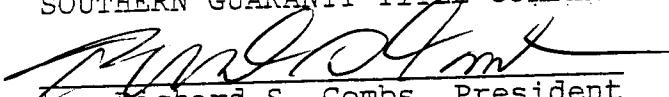
Marco Stolfi  
2576 Gulf Breeze Ave.  
Pensacola, FL 32507

Unknown Tenants  
3532 N. W St.  
Pensacola, FL 32505

Regions Bank  
70 N. Baylen St.  
Pensacola, FL 32502  
and  
P.O. Box 12926  
Birmingham, AL 35202

Certified and delivered to Escambia County Tax Collector,  
this 25th day of January, 2013.

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.



This instrument prepared by:

Name: **Jan Gaston an employee of  
Reliable Land Title Corporation**  
Address: **15 West La Rua Street  
Pensacola, Florida 32501**

Return to: **Reliable Land Title Corporation  
FILE NO. 05-06-123PJ**  
Address: **15 West La Rua Street  
Pensacola, Florida 32501**

Property Appraisers Parcel Identification Number(s): 09-2S-30-  
1001-000-129

**THIS WARRANTY DEED** Made the 22nd day of July, 2005 by **Chorn Chea and Vanna Khim Chea husband and wife** whose post office address is **6216 Grove Street, Milton, FL 32583**, hereinafter called the grantor, to **Marco Stolfi** whose post office address is **2576 Gulf Breeze Ave., Pensacola, FL 32507** hereinafter called the grantee:

(Wherever 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)

**WITNESSETH**, that the grantor, for and in consideration of the sum \$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, State of Florida**, viz:

**Lot 129, Budd Property, a subdivision of Lot 10, of the Carlos DeVillers Grant, Section 9, Township 2 South, Range 30 West, according to the Plat thereof as recorded in Plat Book 1, Page 46, of the Public Records of Escambia County, Florida,**

**LESS that portion for right of way.**

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

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

**And the grantor hereby covenants with the 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, and hereby 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 31<sup>ST</sup>, 2004. FURTHER SUBJECT TO restrictions, reservations, covenants and easements of record, if any, however this reference shall not operate to reimpose same.**

**In Witness Whereof**, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Jan Gaston  
Signature

Jan Gaston  
Printed Signature

Ann Parsons  
Signature

Ann Parsons  
Printed Signature

Chorn Chea  
Chorn Chea

Vanna Khim Chea  
Vanna Khim Chea

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 22nd day of July, 2005 by **Chorn Chea and Vanna Khim Chea** who produced driver's license as identification and who did not take an oath.

Jan C. Gaston  
Notary Public  
My Commission Expires:

[seal]



**WHEN RECORDED MAIL TO:**

REGIONS BANK  
BEVERLY PARKWAY  
50 BEVERLY PARKWAY  
PENSACOLA, FL 32505

Return to  
Reliable Land Title Corp  
15 West LaRue Street  
Pensacola, FL 32501

File No: 05-012-103RT

This Mortgage prepared by:

Name: LEIGH WEEKLEY  
Company: REGIONS BANK  
Address: 50 BEVERLY PARKWAY, PENSACOLA, FL 32505



\*DOC48500005103922869001000000\*

**MORTGAGE**

THIS MORTGAGE dated July 22, 2005, is made and executed between MARCO STOLFI, an unmarried man, whose address is 2576 GULF BREEZE AVE, PENSACOLA, FL 32507-2656 (referred to below as "Grantor") and REGIONS BANK, whose address is 50 BEVERLY PARKWAY, PENSACOLA, FL 32505 (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 erected 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, State of Florida:

See ATTACHED EXHIBIT, 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 3532 NORTH W ST, PENSACOLA, FL 32505.

**CROSS-COLLATERALIZATION.** In addition to the Note, this Mortgage secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

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 \$100,000.00, 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 waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release

**MORTGAGE  
(Continued)**

Loan No: 05103922869001

person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the indebtedness.

**Time is of the Essence.** Time is of the essence in the performance of this Mortgage.

**Waive Jury.** All parties to this Mortgage hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

**DEFINITIONS.** The following capitalized words and terms shall have the following meanings when used in this Mortgage. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code:

**Borrower.** The word "Borrower" means MARCO STOLFI and includes all co-signers and co-makers signing the Note.

**Default.** The word "Default" means the Default set forth in this Mortgage in the section titled "Default".

**Environmental Laws.** The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

**Event of Default.** The words "Event of Default" mean any of the events of default set forth in this Mortgage in the events of default section of this Mortgage.

**Grantor.** The word "Grantor" means MARCO STOLFI.

**Guaranty.** The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

**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. Specifically, without limitation, indebtedness includes all amounts that may be indirectly secured by the Cross-Collateralization provision of this Mortgage.

**Lender.** The word "Lender" means REGIONS 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 July 22, 2005, in the original principal amount of \$100,000.00 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. **NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.**

**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 Property.

**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND GRANTOR AGREES TO ITS TERMS.**

GRANTOR:

X   
MARCO STOLFI

WITNESSES:

X  Jim Maston  
X  Ann Parsons

**EXHIBIT "A"**

This EXHIBIT "A" is attached to and by this reference is made a part of the Mortgage, dated July 22, 2005, and executed in connection with a loan or other financial accommodations between REGIONS BANK and MARCO STOLFI.

EXHIBIT "A"

Lot 129, Budd Property, a subdivision of Lot 10 of the Carlos DeVillers Grant, Section 9, Township 2 South, Range 30 West, according to the Plat thereof as recorded in Plat Book 1, page 46 of the Public Records of Escambia County, Florida.

THIS EXHIBIT "A" IS EXECUTED ON JULY 22, 2005.

GRANTOR:

X   
MARCO STOLFI

hwo 7-22-05  
TV 7-22-05

**Pam Childers,  
Clerk of the Circuit Court of Escambia County Florida**

Receipt Type **Case** Outstanding Amount **0.00**  
Receipt Number **1483360** Receipt Date **01/09/2013**  
  
Case Number **2010 TD 003295**  
Description **TC 10U, LLC VS**  
  
Action **TAX DEED APPLICATION**  
Judge  
Received From **TC 10U LLC**  
On Behalf Of **TC 10U, LLC**

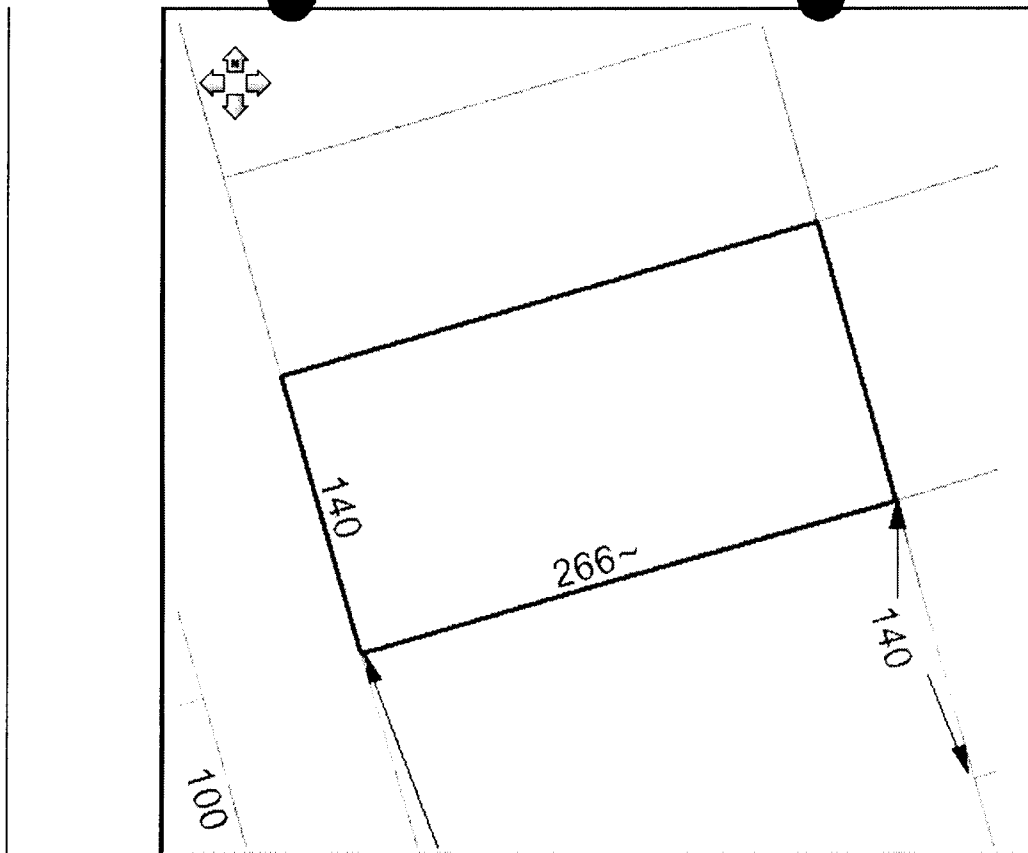
Total Received **401.00**  
Net Received **401.00**  
  
Change **0.00**

<b>Receipt Payments</b>	<b>Amount</b>	<b>Reference Description</b>
<b>Check</b>	<b>401.00</b>	<b>2100</b>

<b>Receipt Applications</b>	<b>Amount</b>
<b>Holding</b>	<b>341.00</b>
<b>Service Charge</b>	<b>60.00</b>

Deputy Clerk: **mkj** Transaction Date **01/09/2013 11:49:54**

Comments



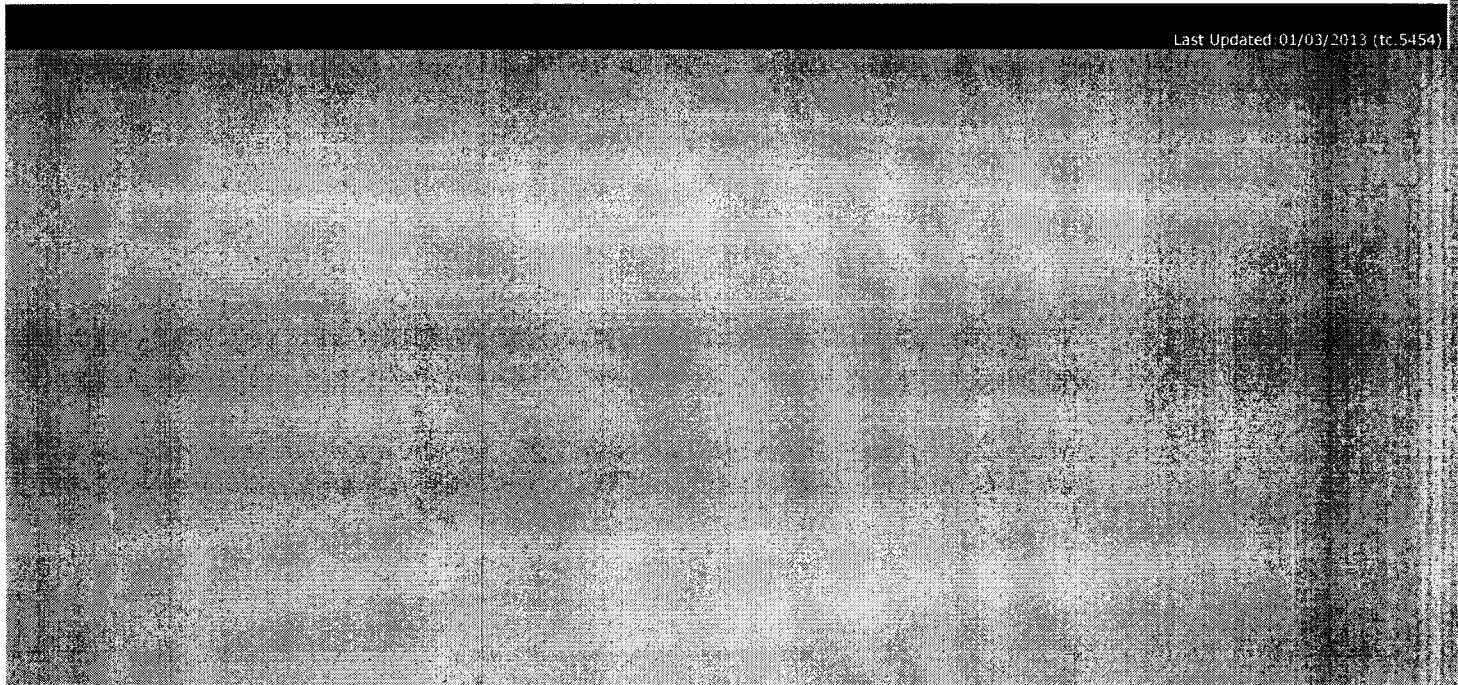
**Buildings**

**Images**



1/9/03

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





# Chris Jones

## Escambia County Property Appraiser

Real Estate Search | Tangible Property Search | Amendment 1 Calculations

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 [Account ↻](#)  
 Reference  
 [→](#)

[Printer Friendly Version](#)

General Information	
<b>Reference:</b>	092S301001000129
<b>Account:</b>	052686000
<b>Owners:</b>	STOLFI MARCO
<b>Mail:</b>	2576 GULF BREEZE AVE PENSACOLA, FL 32507
<b>Situs:</b>	3532 N W ST 32505
<b>Use Code:</b>	VACANT COMMERCIAL
<b>Taxing Authority:</b>	ESCAMBIA COUNTY
<b>Tax Inquiry:</b>	<a href="#">Open Tax Inquiry Window</a>
Tax Inquiry link courtesy of Janet Holley, Escambia County Tax Collector	

2012 Certified Roll Assessment	
<b>Improvements:</b>	\$0
<b>Land:</b>	\$108,006
<b>Total:</b>	\$108,006
<b>Save Our Homes:</b>	\$0
<a href="#">Disclaimer</a>	
<a href="#">Amendment 1 Calculations</a>	

Sales Data					
Sale Date	Book	Page	Value	Type	Official Records (New Window)
07/2005	5686	1927	\$130,000	WD	<a href="#">View Instr</a>
12/1990	2969	87	\$30,000	WD	<a href="#">View Instr</a>
07/1989	2729	918	\$100	QC	<a href="#">View Instr</a>
04/1989	2686	798	\$35,000	WD	<a href="#">View Instr</a>
Official Records Inquiry courtesy of Ernie Lee Magaha, Escambia County Clerk of the Court					

2012 Certified Roll Exemptions	
None	
Legal Description	
LT 129 BUDD PROPERTY PB 1 P 46 OR 5686 P 1927 LESS OR 997 P 746...	
Extra Features	
None	

[Parcel Information](#)  
 [Restore Map](#)  
 [Get Map Image](#)  
 [Launch Interactive Map](#)

**Section Map Id:**  
 09-25-30-4  
  
**Approx. Acreage:**  
 0.8700  
  
**Zoned:**   
 C-2  
  
**Evacuation & Flood Information**  
[Open Report](#)

Call Tomya Brown  
at 438-9647-114  
about 3532 N "W" St

Call or Fax Pat at  
Sheriff's Office

She needs a copy to  
C201 # 10426 2000 fax 436-9550  
tel. 436-9908