

**Southern Guaranty Title Company**

4400 Bayou Boulevard, Suite 13B  
Pensacola, Florida 32503  
Telephone: 850-478-8121  
Facsimile: 850-476-1437

12-341

**OWNERSHIP AND ENCUMBRANCE REPORT**

File No.: 9430

July 5, 2012

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 07-05-1992, through 07-05-2012, and said search reveals the following:

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

David Lamar Smith and Alexandra Smith, husband and wife

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: 

July 5, 2012

**OWNERSHIP AND ENCUMBRANCE REPORT  
LEGAL DESCRIPTION**

File No.: 9430

July 5, 2012

**Lot 14, Block E, Lillian Woods Subdivision, as per plat thereof, recorded in Plat Book 16,  
Page 27 & 27A, of the Public Records of Escambia County, Florida**

**OWNERSHIP AND ENCUMBRANCE REPORT  
CONTINUATION PAGE**

File No.: 9430

July 5, 2012

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

1. Mortgage executed by David Lamar Smith and Alexandra Smith, husband and wife to American General Home Equity, Inc., dated 04/27/2007 and recorded in Official Record Book 6136 on page 1880 of the public records of Escambia County, Florida. given to secure the original principal sum of \$171,000.00. Modification recorded in O.R. Book 6538, page 255.
2. Possible Judgment filed by State of Florida/County of Escambia recorded in O.R. Book 5270, page 1205.
3. Judgment filed by Unifund CCR Partners, G.P. recorded in O.R. Book 6451, page 928.
4. Judgment filed by GE Money Bank recorded in O.R. Book 6564, page 859.
5. Possible Certificate of Delinquency filed by Mindy L. O'Hara recorded in O.R. Book 4815, page 1004.
6. Possible Judgment filed by Central Credit Union of Florida recorded in O.R. Book 5592, page 974.
7. Taxes for the year 2009-2011 delinquent. The assessed value is \$117,831.00. Tax ID 09-3842-682.

**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: TITLE SEARCH FOR TDA

TAX DEED SALE DATE: 11-5-2012

TAX ACCOUNT NO.: 09-3842-682

CERTIFICATE NO.: 2010-6526

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

Notify City of Pensacola, P.O. Box 12910, 32521

Notify Escambia County, 190 Governmental Center, 32502

Homestead for 2011 tax year.

David Lamar Smith  
Alexandra Smith  
9141 Daytona Dr.  
Pensacola, FL 32506

American General Home Equity, Inc.  
102-2 E. Nine Mile Rd.  
Pensacola, FL 32534

Unifund CCR Partners, G.P.  
10625 Techwoods Circle  
Cincinnati, OH 45242

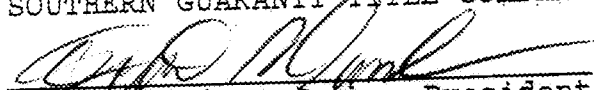
GE Money Bank  
4125 Windward Plaza Dr., Bldg 300  
Alpharetta, GA 30005

Central Credit Union of Florida  
P.O. Box 17048  
Pensacola, FL 32522-7048

Mindy L. O'Hara  
c/o Clerk of Court  
1800 St. Mary Ave.  
Pensacola, FL 32501

Certified and delivered to Escambia County Tax Collector,  
this 13th day of July, 2012.

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.

10.50  
842.80

OR BK 4525 P60100  
Escambia County, Florida  
INSTRUMENT 00-707263

DEED DOC STAMPS PD & ESC CO 1 842.80  
02/17/00 EDDIE LEE WARRIOR, CLERK  
By: *Sally Mudd*

This Document Prepared By and Return to:  
John W. Monroe, Jr. of  
Emmanuel, Sheppard & Condon  
30 S. Spring St.  
Pensacola, FL 32501  
File No. A458-78260 taj

Parcel ID Number: 12-28-31-3700-140-005  
Grantee #1 TIN:  
Grantee #2 TIN:

## Warranty Deed

This Indenture, Made this 11th day of February, 2000 A.D., Between  
Adams Homes of Northwest Florida, Inc., a corporation existing under  
the laws of the State of Florida  
of the County of Santa Rosa, State of Florida, grantor, and  
David Lamar Smith and Alexandra Smith, Husband and Wife  
whose address is: 9141 Daytona Drive, Pensacola, Florida 32506  
of the County of Escambia, State of Florida, grantee.

Witnesseth that the GRANTOR, for and in consideration of the sum of  
-----TEN DOLLARS (\$10)----- DOLLARS,  
and other good and valuable consideration to GRANTOR in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, has  
granted, bargained and sold to the said GRANTEE and GRANTEE'S heirs, successors and assigns forever, the following described land, situate,  
lying and being in the County of Escambia, State of Florida to wit:

Lot 14, Block E, Lillian Woods Subdivision, being a portion of Sections  
12 & 13, Township 2 South, Range 31 West, Escambia County, Florida,  
according to Plat recorded in Plat Book 16, Pages 27 & 27A, of the  
Public Records of said county.

There is expressly excepted from the warranties herein contained all  
easements and restrictions of record, if any, and ad valorem real  
property taxes for the year ~~1999~~ <sup>2000</sup> and subsequent years.

*2000*  
*hw*

and the grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.  
In Witness Whereof, the grantor has hereunto set its hand and seal the day and year first above written.

Signed, sealed and delivered in our presence: Adams Homes of Northwest Florida,  
Inc.  
By: *Wayne L. Adams* (Seal)  
Wayne L. Adams, President  
P.O. Address: 1181 Gaff Breeze Parkway Box 7  
Gulf Breeze, FL 32561

Witness  
*Ruth*  
Printed Name: RETRECA F. KATOS  
Witness

(Corporate Seal)

STATE OF Florida  
COUNTY OF Escambia  
The foregoing instrument was acknowledged before me this 11th day of February, 2000 by  
Wayne L. Adams, President of Adams Homes of Northwest Florida, Inc.,  
a Florida Corporation, on behalf of the corporation  
he is personally known to me.

1254

*Tanya A. Johnson*  
Printed Name: Tanya A. Johnson  
Notary Public  
My Commission Expires:  
Tanya A. Johnson  
My Commission CC879209  
Expires September 01, 2001

This instrument was prepared by: Jennifer Tessier  
AMERICAN GENERAL HOME EQUITY, INC.  
102-2 E NINE MILE RD  
PENSACOLA, FL 32534-3141

return to:

Mortgage Information Services, Inc  
7829 N. Dale Mabry Hwy.  
Suite 200  
Tampa, FL 33614

943022

Account No. 00442086

(Space Above This Line for Recording Data)

OPEN-END MORTGAGE

AMERICAN  
GENERAL  
FINANCIAL SERVICES

THIS OPEN-END MORTGAGE ("Security Instrument") is given on 04/27/07. The mortgagor is  
DAVID LAMAR SMITH AND ALEXANDRA SMITH

HUSBAND AND WIFE  
("Borrower"). (Indicate marital status)

This Security Instrument is given to AMERICAN GENERAL HOME EQUITY, INC.  
which is organized and existing under the laws of FLORIDA, and  
whose address is 102-2 E NINE MILE RD PENSACOLA, FL 32534-3141

("Lender"). Borrower may incur indebtedness to Lender in amounts fluctuating  
from time to time up to the appraised value of the real estate secured under this Security Instrument, but not exceeding the Credit Limit  
set by Lender (initially \$ 171000.00), which amount constitutes the maximum principal amount that may be secured at any one  
time under this Security Instrument. This debt is evidenced by Borrower's Home Equity Line of Credit Agreement dated the same date  
as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable as  
provided in the Note. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest,  
and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect  
the security of this Security Instrument; (c) the performance of Borrower's covenants and agreements under this Security Instrument  
and the Note; and (d) the unpaid balances of loan advances made after this Security Instrument is delivered to the recorder for record.  
For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in  
ESCAMBIA County, Florida:

SEE ATTACHED LEGAL DESCRIPTION

Prior Instrument Reference: Volume \_\_\_\_\_, Page \_\_\_\_\_;

FLX281 (04-18-06) HELOC Real Estate Mortgage

D.L.S.  
A05

18. Acceleration; Remedies. Except as provided in paragraph 18, if Borrower is in default due to the occurrence of any of the events of default provided in the "DEFAULT; TERMINATION AND ACCELERATION BY LENDER" provision of the Note, Lender shall give Borrower notice specifying: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorneys' fees if and as permitted by applicable law and costs of title evidence.

19. Lender in Possession; Assignment of Rents. Upon acceleration under paragraph 18 or abandonment of the Property, Lender (by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds, and reasonable attorneys' fees if and as permitted by applicable law, and then to the sums secured by this Security Instrument. Nothing herein contained shall be construed as constituting Lender a "mortgagee in possession" unless Lender shall have entered into and shall remain in actual possession of the Property.

20. Release. Upon payment of all sums secured by this Security Instrument, Lender shall discharge this Security Instrument, Borrower shall pay any recordation costs.

21. Advances to Protect Security. This Security Instrument shall secure the unpaid balance of advances made by Lender, with respect to the Property, for the payment of taxes, assessments, insurance premiums and costs incurred for the protection of the Property.

22. Mortgagors further agree not to violate any laws, ordinances or regulations of any nature whatsoever including but not limited to all environmental laws affecting said real property. Any such violation shall be deemed a default herein and Mortgagors agree to indemnify, defend and hold Mortgagee harmless against any claims and damages directly or indirectly caused by Mortgagors' actions including but not limited to clean-up costs arising thereunder and any reasonable attorneys' fees and costs appertaining thereto, and that said claims and damages shall be deemed additional sums due under the mortgage indebtedness set forth in the note executed in conjunction herewith.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and expressly releases and waives Borrower's right of homestead in the Property. Borrower and Spouse does not hereby waive or release any homestead tax exemption which may be available to Borrower.

By signing below, ALEXANDRA SMITH, the spouse of Borrower, has also executed this instrument solely for the purpose of mortgaging and releasing (and does hereby so release and mortgage) all of such spouse's rights of homestead in the property.

Witnesses  
Victoria Buchanan

Victoria L Buchanan  
Print or type name

David Lamar Smith  
Borrower (Seal)

DAVID LAMAR SMITH  
Print or type name  
Mailing Address  
9141 DAYTONA DRIVE  
PENSACOLA, FL 32506

both at.

Jennifer Tessier  
Print or type name

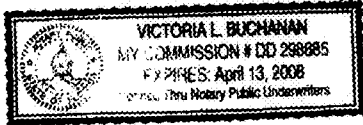
Alexandra Smith  
Borrower (Seal)  
ALEXANDRA SMITH  
Print or type name  
Alexandra Smith  
Mailing Address

STATE OF FLORIDA ESCAMBIA County ss:

The foregoing instrument was acknowledged before me this 27th day of April, 2007 by  
(MONTH) (YEAR)

DAVID LAMAR SMITH AND ALEXANDRA SMITH

or who has produced FLORIDA DRIVER'S LICENSE who is personally known to me  
(type of identification) and who did (did not) take an oath.



Victoria Buchanan  
(Signature of Person Taking Acknowledgment)  
JENNIFER TESSIER  
(Name of Acknowledger)  
NOTARY PUBLIC  
(Rank/Title of Acknowledger)  
DD 298885  
(Serial No. if any)

~~AT THE COUNTY CLERK'S OFFICE~~  
CONTINUATION SHEET

CUSTOMER: SMITH  
FILE NO: 200000943022

LEGAL DESCRIPTION

THE LAND REFERRED TO IN THIS EXHIBIT IS LOCATED IN THE STATE OF FLORIDA IN THE COUNTY OF ESCAMBIA IN DEED BOOK 4525 PAGE 100 AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT 14, BLOCK E, LILLIAN WOODS SUBDIVISION, BEING A PORTION OF SECTIONS 12 & 13, TOWNSHIP 2 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO PLAT RECORDED IN PLAT BOOK 16, PAGES 27 & 27A, OF THE PUBLIC RECORDS OF SAID COUNTY.

D.L.S.  
A O S



WHEN RECORDED MAIL TO:

American General  
102-2 E. Nine Mile Rd.  
Pensacola, FL 32534

[Space Above This Line For Recording Data]

**LOAN MODIFICATION AGREEMENT**  
(For Modifying Home Equity Line of Credit Accounts)

This Loan Modification Agreement ("Agreement"), made and effective this 28<sup>th</sup> day of November,  
2009, by and between David L. Smith  
("Borrower") and American General Home Equity, Inc. ("Lender"), modifies,  
amends, and supplements (to the extent this Agreement is inconsistent with the terms of the Note): (1) the Home  
Equity Line of Credit Agreement ("Note"), dated the 27 day of April, 2007, and  
(2) the Mortgage, Deed of Trust, Deed to Secure Debt, or Security Deed ("Security Instrument") dated the 27  
day of April, 2009, and recorded in Book or Liber 6136, at page(s) 1880, of  
the Public Records Records of  
Escambia County, FL which covers the real and personal property  
described in the Security Instrument and defined therein as the "Property", in the original maximum principal  
amount of U.S. \$ 171,000.00, located at:

9141 Daytona Dr. Pensacola, FL 32506

(Property Address)

If this Agreement is to be recorded, the real property described is set forth as follows:

**See attached legal description**

Terms not defined in this Agreement are as defined in the Note and/or Security Agreement.

As of the date of this Agreement, the Principal Balance payable under the Note and the Security Instrument is U.S.

\$ 167,478.02. In consideration of the mutual promises and agreements contained herein, Borrower and

Lender (together the "Parties") agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. **ANNUAL PERCENTAGE RATE.** Borrower promises to pay the Principal Balance, plus interest, to the order of Lender. The Principal Balance will begin to accrue interest at the ANNUAL PERCENTAGE RATE ("APR") of 5.97%, beginning on the 25th day of November 2009. \*Assuming no additional sums are advanced under the Note and assuming that all minimum monthly payments are made in full and on time, my payment schedule, including my minimum monthly payments and ANNUAL PERCENTAGE RATE based on the current principal balance, will be:

Months	Annual Percentage Rate	APR Change Date	Minimum Monthly Payment*	Monthly Payment Begins On
1 - 224	5.97%	(Date of Agreement) 11/25/2009	\$ 1270.40	November 25, 2009
- until payment in full			\$	Beginning the month, on the same day of the month as the first payment under this Agreement is due

Minimum monthly payments will be paid until the Principal Balance and accrued interest are paid in full.

2. **REPAYMENT TERM.** The repayment term of the Note (and Security Instrument) is 224 months from the date of the Agreement.
3. Minimum monthly payments will continue to be calculated in the manner set forth in the Note. Borrower must pay the minimum monthly payment shown on each monthly statement by the payment due date.
4. **Place of Payment.** Borrower must continue to make the monthly payments in the manner and at such place as Lender may require.
5. If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by the Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by the Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on Borrower.

6. Borrower also will comply with all other covenants, agreements, and requirements of the Security

IN THE COUNTY COURT IN AND FOR  
ESCAMBIA COUNTY, FLORIDA

CIVIL DIVISION

CASE NO: 2008 CC 01107

UNIFUND CCR PARTNERS, G.P.,

Plaintiff,

vs.

ALEXANDRA SMITH,

Defendant,

**FINAL JUDGMENT**


IT IS ADJUDGED THAT plaintiff, UNIFUND CCR PARTNERS, G.P., (10625 TECHWOODS  
CIRLCE, CINCINATTI, OH 45242) recover from defendant, ALEXANDRA SMITH, Social Security Number  
[REDACTED] the sum of \$6883.37, on principal, \$750.00 for attorney's fees, prejudgment interest of  
\$1775.40 and costs in the sum of \$295.00, for a total due of \$9503.77 that shall bear interest at the rate  
of 11%, for which let execution issue.

DONE AND ORDERED in ESCAMBIA County, Florida this 30 day of June 2008.

  
COUNTY COURT JUDGE

Copies furnished to:

Joseph F. Rosen, Esq.  
Attorney for Plaintiff  
Pollack & Rosen, P.A.  
800 Douglas Road  
North Tower, Suite 450  
Coral Gables, Florida 33134  
Telephone No: 305-448-0006

"CERTIFIED TO BE A TRUE COPY  
OF THE ORIGINAL ON FILE IN THIS OFFICE  
WITNESS MY HAND AND OFFICIAL SEAL  
ERNIE LEE MAGAHA, CLERK  
CIRCUIT/COUNT AND COUNTY COURT  
ESCAMBIA COUNTY, FLORIDA"  
BY:  D.C.



ALEXANDRA SMITH  
9141 DAYTONA DR PENSACOLA, FL 32506  
File Number: 1227826

Case: 2008 CC 001107



00043086520

Dkt: CC1033 Pg#:

2008 JUN -3 1 P 2:33  
COUNTY CIVIL DIVISION  
FILED & RECORDED

ERNIE LEE MAGAHA  
CLERK OF CIRCUIT COURT  
ESCAMBIA COUNTY, FL

IN THE COUNTY COURT  
IN AND FOR ESCAMBIA  
COUNTY, FLORIDA  
CASE NO.2009-SC-3120  
DIVISION:

GE MONEY BANK,  
a corporation  
Plaintiff,

vs

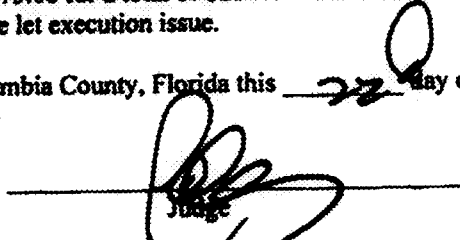
ALEXANDRA SMITH  
Defendant.

FINAL JUDGMENT

The Court finding the Defendant is indebted to the Plaintiff in the sum of \$1747.47, it is:


ADJUDGED that the Plaintiff, GE MONEY BANK, a corporation, recover from the  
Defendant, ALEXANDRA SMITH, the principal sum of \$1747.47 and pre-judgment interest of  
\$0.00 with coats of \$225.00, and attorney fees of \$275.00 for a total of \$2247.47 that shall bear  
interest at the rate of 6% per year for all of the above let execution issue.

DONE AND ORDERED at Pensacola, Escambia County, Florida this 22 day of  
Jan, 2010.

  
\_\_\_\_\_  
Judge

Copies to:

Bray & Lunsford, P.A.  
Attorney for Plaintiff  
P.O. Box 53197  
Jacksonville, FL 32201  
904-355-9921

ALEXANDRA SMITH  
Defendant  
SS   
9141 DAYTONA DR  
PENSACOLA, FL 32506

Plaintiff's Address (FS 55.10)

GE MONEY BANK  
4125 WINDWARD PLAZA DRIVE  
BLDG 300  
ALPHARETTA, GA 30005

CERTIFIED TO BE A TRUE COPY OF THE  
ORIGINAL ON FILE IN THIS OFFICE  
WITNESS MY HAND AND OFFICIAL SEAL  
ERNE LEE MAGAHA  
CLERK & CONTROLLER  
ESCAMBIA COUNTY, FLORIDA

BY:  D.C.



CLERK OF CIRCUIT COURT  
ESCAMBIA COUNTY, FLORIDA  
Case: 2009 SC 003120  
00073275251  
Dkt: CC1033 Pg8

OR Bk3755 Pg0893  
INSTRUMENT 00201944

IN THE COUNTY COURT IN AND FOR ESCAMBIA COUNTY, FLORIDA

FILED

OR Bk3762 Pg0457  
INSTRUMENT 00204691

APR 12 8 54 AM '95

Central Credit Union of Florida  
P. O. Box 17048  
Pensacola, FL. 32522-7048

Plaintiff,

FINAL JUDGMENT AGAINST  
DAVID L. SMITH

VS.

David L. Smith  
4477 Montclair Road  
Pensacola, FL. 32505

Case No. 94-3842-SP-11

Defendant.

\*\*\*\*\*

THIS cause having come before the Court upon default in a mediated/stipulated agreement, and the Court being fully advised in the premises, it is, therefore;

ORDERED AND ADJUDGED that the plaintiff shall recover from the defendant the sum of \$308.47 (includes costs & late fees) for a subtotal of \$ 308.47, that shall bear interest at the rate of 15% per year and in addition prejudgment interest of \$ 18.17 for all of the above let execution issue.

ORDERED in Chambers at Pensacola, Escambia County, Florida, on April 11<sup>th</sup>, 1995.

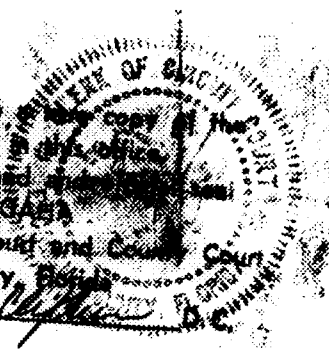
*[Handwritten Signature]*

County Judge

Instrument 00204691  
Filed and recorded in the public records  
MAY 2, 1995  
at 02:45 P.M.  
in Book and Page noted above or herein and record verified  
JIM MOYE  
COMPTROLLER  
Escambia County, Florida

Copies to:  
Plaintiff  
Defendant

Certified to be a true and correct copy of the original on file in the office of the Clerk of the Court.  
Witness my hand and seal this 11th day of April, 1995.  
ERNIE LEE MAGAHA  
Clerk Circuit Court and County Court  
Escambia County, Florida  
By: *[Signature]*



Instrument 00201944  
Filed and recorded in the public records  
APRIL 20, 1995  
at 11:35 A.M.  
in Book and Page noted above or herein and record verified  
JIM MOYE  
COMPTROLLER  
Escambia County, Florida

IN THE COUNTY COURT OF ESCAMBIA COUNTY, FLORIDA

DR BK 5270 P61205  
Escambia County, Florida  
INSTRUMENT 2003-163394

STATE OF FLORIDA,

CASE NO: 2003-CT-002820

vs

Division: v

Defendant: David Lamar Smith

Address: 821 N 65th Ave

City/State/Zip: Pensacola, FL 32506

R/S DOB: 8-16-84

ERDIE LEE MAGAHA  
CLERK OF CIRCUIT COURT  
ESCAMBIA COUNTY, FL  
2003 OCT 20 A 9:35  
COURT DIVISION  
FILED & RECORDED

\*\*\*\*\*

**JUDGMENT AGAINST DEFENDANT FOR ATTORNEY'S FEES AND COST**

It is hereby ordered and adjudged that the above-named defendant shall pay to the Clerk of the Circuit Court ON BEHALF OF THE State of Florida, the sum of \$ \_\_\_\_\_, which the Court has determined to be the reasonable value for the assistance of Court-appointed counsel and for taxable costs in this cause, plus an additional \$ 40.00 Application Fee to be deposited into the Indigent Criminal Defense Trust Fund, for a total of \$ 40.00

It is further ordered and adjudged that, in accordance with Section 938.29(2)(a), Florida Statutes, a lien is hereby created against all of the property, both real and personal, of the defendant and his/her Estate, in the amount aforesaid, in favor of the State of Florida and shall bear interest at the rate set out in s. 55.03 Florida Statutes, for which let execution issue.

Payment toward this lien should be made to Honorable Ernie Lee Magaha, Clerk of the Circuit Court, Attn: County Criminal Division, P.O. BOX 333, Pensacola, Fl 32592-0333.

Note: You have the right to have a hearing with respect to the appropriateness of the Public Defender fee imposed by the Court. If you wish to have a hearing, you must file a written request with the Court within ten days of the date hereof.

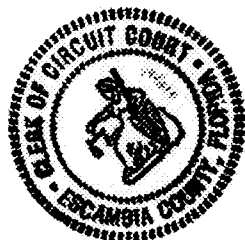
DONE AND ORDERED This 20 day October, 20 03

Certified to be a true copy of the original on file in this office. Witness my hand and official seal

ERDIE LEE MAGAHA  
Clerk Circuit Court and County Court  
Escambia County, Florida

By: *Kuiford* D.C.

Date: 10/24/03



*[Signature]*  
\_\_\_\_\_  
JUDGE

RCD Oct 23, 2003 10:24 am  
Escambia County, Florida

ERDIE LEE MAGAHA  
Clerk of the Circuit Court  
INSTRUMENT 2003-163394

IN THE CIRCUIT COURT OF FLORIDA  
FIRST JUDICIAL CIRCUIT, IN AND  
FOR ESCAMBIA COUNTY, CIVIL ACTION

OR BK 4815 PG1004  
Escambia County, Florida  
INSTRUMENT 2001-909696  
RCD Dec 10, 2001 10:07 am  
Escambia County, Florida

In Re: CASE NO.: 00-0001975-CJ

FILED & RECORDED

O'HARA, MINDY L.

2001 DEC -5 A 1:45

Petitioner.

ERNIE LEE MAGAHA, CLERK  
CIRCUIT COURT  
AND COUNTY COURT  
ESCAMBIA COUNTY, FLORIDA

vs.

SMITH, DAVID L,  
4552 FLORANDA CIR  
PACE, FL 32571

ERNIE LEE MAGAHA  
Clerk of the Circuit Court  
INSTRUMENT 2001-909696

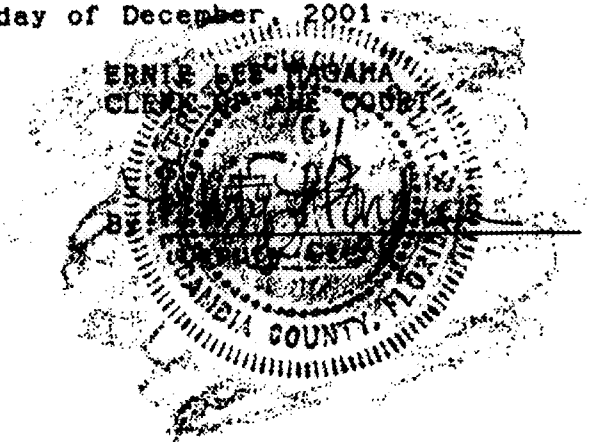
Respondent.

JUDGMENT/CERTIFICATE OF DELINQUENCY

The undersigned, being the duly authorized and responsible local depository for court-ordered support payments pursuant to F.S. 61.181, in ESCAMBIA County hereby certifies that SMITH, DAVID L. has failed to pay into the depository the court-ordered support payment as mandated by the current Support Order in this cause. As of this date, the total support arrearage is \$400.00 balance at terms, not including any costs or fees.

I further certify that SMITH, DAVID L. was issued a Notice of Delinquency on 10/09/2001, and thirty (30) or more days having elapsed since the delinquent payment referenced above was due. Pursuant to F.S. 61.14 this Certificate evidences a Final Judgment by operation of law for all past due and future payments together with all applicable costs and fees as otherwise provided by law for which execution may issue and which has the full force, effect and attributes of a Judgment entered by a Court in the State of Florida.

Dated this 5th day of December, 2001.



**ERNIE LEE MAGANA**  
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

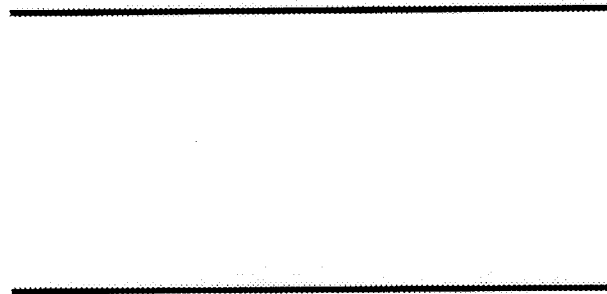
**COUNTY OF ESCAMBIA  
OFFICE OF THE  
CLERK OF THE CIRCUIT COURT**

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



3

**Original Documents Follow**



**TAX COLLECTOR'S CERTIFICATION**

**Application  
Date / Number  
Apr 25, 2012 / 120276**

This is to certify that the holder listed below of Tax Sale Certificate Number **2010 / 6526**, 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: 09-3842-682**

**Certificate Holder:**  
WELLS FARGO BANK OBO TAX LIEN SECURITIZATION TRUST  
PO BOX 741307  
ATLANTA, GEORGIA 30384-1307

**Property Owner:**  
SMITH DAVID L & ALEXANDRA  
9141 DAYTONA DR  
PENSACOLA, FLORIDA 32506

**Legal Description:** 12-2S3-137  
LT 14 BLK E LILLIAN WOODS PB 16 P 27/27A SEC 12/13 T2S R 31W OR 4525 P 100

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	6526	06/01/10	\$1,606.94	\$0.00	\$80.35	\$1,687.29

**CERTIFICATES REDEEMED BY APPLICANT OR INCLUDED (COUNTY) IN CONNECTION WITH THIS APPLICATION:**

Cert. Year	Certificate Number	Date of Sale	Face Amt	T/C Fee	Interest	Total
2011	6284.0000	06/01/11	\$1,573.72	\$6.25	\$78.69	\$1,658.66

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 (2011)
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

\$3,345.95
\$0.00
\$1,454.69
\$150.00
\$75.00
\$5,025.64
\$5,025.64
\$58,915.50
\$6.25

\*Done this 25th day of April, 2012

TAX COLLECTOR, ESCAMBIA COUNTY, FLORIDA

By

*Donna M. Wilson*

Date of Sale:

*November 5, 2012*

\* 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,

**WELLS FARGO BANK OBO TAX LIEN  
SECURITIZATION TRUST  
PO BOX 741307  
ATLANTA, Georgia, 30384-1307**

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>
6526	09-3842-682	06/01/2010	12-253-137 LT 14 BLK E LILLIAN WOODS PB 16 P 27/27A SEC 12/13 T2S R 31W OR 4525 P 100

**2011 TAX ROLL**  
SMITH DAVID L & ALEXANDRA  
9141 DAYTONA DR  
PENSACOLA , Florida 32506

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

wfremic10 (Shane Leach)  
Applicant's Signature

04/25/2012  
Date

**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

9000015934

63-27  
631

PAY \*ONE HUNDRED TWENTY ONE THOUSAND EIGHT HUNDRED EIGHTY FIVE AND 65/100  
JANET HOLLEY TAX COLLECTOR

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

DATE AMOUNT  
06/05/2012 121,885.65

*Ernie Lee Magaha*

ERNIE LEE MAGAHA, CLERK OF THE COURT

⑈9000015934⑈ ⑆063100277⑆ 898033991356⑈

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

9000015934

Date	Case Number	Description	Amount
06/05/2012	2010 TD 098049	PAYMENT TAX DEEDS	53,186.71
06/05/2012	2010 TD 001617	PAYMENT TAX DEEDS	2,263.60
06/05/2012	2010 TD 006335	PAYMENT TAX DEEDS	742.06
06/05/2012	2009 TD 007594	PAYMENT TAX DEEDS	2,154.36
06/05/2012	2010 TD 012023	PAYMENT TAX DEEDS	2,131.42
06/05/2012	2010 TD 012281	PAYMENT TAX DEEDS	3,785.86
06/05/2012	2010 TD 002651	PAYMENT TAX DEEDS	1,485.01
06/05/2012	2010 TD 001791	PAYMENT TAX DEEDS	2,368.03
06/05/2012	2010 TD 007139	PAYMENT TAX DEEDS	691.97
06/05/2012	2010 TD 001209	PAYMENT TAX DEEDS	4,542.66

There are additional check details for this check that total: 46,533.97

9000015934

Check: 9000015934 06/05/2012 JANET HOLLEY TAX COLLECTOR Check Amount: 121,885.65

2010 TD 03681 2,873.11  
 2010 TD 08526 5,182.66  
 2010 TD 08199 13,524.92  
 2010 TD 03222 3,171.62  
 2010 TD 11344 981.71  
 2010 TD 03370 3,658.33  
 2010 TD 08188 7,449.42  
 2010 TD 03451 5,771.05  
 2008 TD 08740 5,936.15

*Glenda M.*  
6-5-12

PROOF AND CONTROL  
DB SERVICES NEW JERSEY, INC  
100 PLAZA ONE, 5th FLOOR  
JERSEY CITY, NJ 07311



000001  
CLERK OF COURT  
C/O:SPRINGLEAF ATTN GAYLA BELL  
601 NW SECOND ST. - ESC  
EVANSVILLE, IN 47708

2112624563

Date Issue: 05-31-12

Amount: \*\*\*\*\*\$6,102.69\*\*

Details: OBI-ATTN TAX DEEDS ACCT 09-3842-682 DAVID SMITH  
09072869

To the order of:

931425  
CLERK OF COURT  
C/O:SPRINGLEAF ATTN GAYLA BELL  
601 NW SECOND ST. - ESC  
EVANSVILLE, IN 47708

Remitter: Ref: 09072869  
AMERICAN GENL FINANCE -BY CHQ  
ATT: DAVID MCMANIGAL CCM-ASST.TREAS  
601 N.W. SECOND ST  
EVANSVILLE, INDIANA 47708-0059

By Order of:  
SPRINGLEAF FINANCIAL SERVICES, INC.

May 09 09:47a David Smith

8504567764

P. 2

JANET HOLLEY, CFC  
 ESCAMBIA COUNTY TAX COLLECTOR

**DELINQUENT NOTICE** Real Estate  
 NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

ACCOUNT NUMBER

09-3842-682

0-9 - 000524 / 015048 070610353  
 SMITH DAVID L & ALEXANDRA  
 9141 DAYTONA DR  
 PENSACOLA FL 32506-2904

LT 14 BLK E  
 LILLIAN WOODS  
 PB 16 P 27/27A  
 SEC 12/13 T2S R 31W  
 OR 4525 P 100

5/10  
 1028101  
 1028101  
 Tax Collected



**\*\*IMPORTANT\*\*** PRIOR YEAR TAXES ARE NOT PAID, AND YOUR PROPERTY MAY BE LIENED AT A FUTURE DATE. PAYMENT FOR TAXES PRIOR TO 2010 MUST BE BY CASH, CREDIT, DEBIT, OR CERTIFIED FUNDS. CONTACT THE TAX COLLECTOR'S OFFICE SHOULD YOU HAVE A QUESTION.

3) TAXES ARE DUE. SEE YELLOW FLYER. IF THE 2010 CERTIFICATE WILL BE ISSUED FOR THE TAXES AND PAID AT A FUTURE DATE. PAYMENT FOR TAXES PRIOR TO 2010 MUST BE BY CASH, CREDIT, DEBIT, OR CERTIFIED FUNDS. CONTACT THE TAX COLLECTOR'S OFFICE SHOULD YOU HAVE A QUESTION.

THE AMOUNT DUE IS DETERMINED BY THE POSTMARKS NOT ACCEPTED - PLEASE PAY TO JANET HOLLEY TAX COLLECTOR \* P.O. BOX 1312 \* PENSACOLA FL 32506-2904

IF YOUR PAYMENT IS RECEIVED BY THE TAX COLLECTOR, YOU MAY PAY YEARLY PARTIAL PAYMENTS NOT ALLOWED. L 32591-1312 \* (850) 438-6500 EXT. 252

YEAR	FOLIO	AMOUNT DUE BY 04/30/2011	IF PAID BY 05/31/2011
2010	0058844.0000	\$ 1,462.25	\$ 1,478.25
2009	0058794.0000	\$ 1,693.54	\$ 1,693.54
<b>TOTAL AMOUNT DUE</b>		<b>\$ 3,155.79</b>	<b>\$ 3,171.79</b>

Please separate at above perforation and return this portion to:

JANET HOLLEY, CFC  
 ESCAMBIA COUNTY TAX COLLECTOR

ACCOUNT NUMBER

09-3842-682

**DELINQUENT NOTICE**  
 NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

PAYMENT FOR TAXES PRIOR TO 2010 MUST BE BY CASH, CREDIT, DEBIT, OR CERTIFIED FUNDS

SMITH DAVID L & ALEXANDRA  
 9141 DAYTONA DR  
 PENSACOLA FL 32506-2904

YEAR(S) PAID: \_\_\_\_\_

JANET HOLLEY TAX COLLECTOR \* P.O. BOX 1312 \* PENSACOLA FL 32506-2904

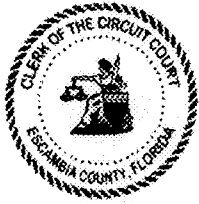
L 32591-1312 \* (850) 438-6500 EXT. 252

IF PAID BY	04/30/2011	05/31/2011	AMOUNT PAID
PLEASE PAY	\$ 3,155.79	\$ 3,171.79	\$

0000000000 0000141966

00000588440000 0001 5

RETAIN THIS PORTION FOR YOUR RECORDS




**Print Date:**  
5/24/2012 11:56:53  
AM

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


Transaction #: 938114  
Receipt #: 201231600  
Cashier Date: 5/24/2012 11:56:53 AM (MAVILA)

Customer Information	Transaction Information	Payment Summary
(TXD) TAX DEED DIVISION CLERK OF THE CIRCUIT COURT 221 PALAFOX PLACE Pensacola, FL 32502	Date Received: 05/24/2012 Source Code: Over the Counter Q Code: Return Code: Government Trans Type: Recording Agent Ref Num:	Total Fees \$401.00 Total Payments \$401.00

1 Payments	
 CLERK	\$401.00

0 Recorded Items	
------------------	--

0 Search Items	
----------------	--

1 Miscellaneous Items		
 (MISCFEE) MISCELLANEOUS FEES TAX CERT#06526 OF 2010		
TAXCR	341	\$341.00
TAXCT	1	\$60.00

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

Receipt Type Case Outstanding Amount 0.00  
Receipt Number 1415610 Receipt Date 05/24/2012

Case Number 2010 TD 006526

Description WELLS FARGO BANK OBO TAX LIENS VS

Action TAX DEED APPLICATION

Judge

Received From WELLS FARGO BANK OBO TAX LIENS

On Behalf Of WELLS FARGO BANK OBO TAX LIENS

Total Received	401.00
Net Received	401.00
Change	0.00

Receipt Payments	Amount	Reference Description
Cash	401.00	ONCORE TRANS#938114

Receipt Applications	Amount
Holding	341.00
Service Charge	60.00

Deputy Clerk: mavila Transaction Date 05/24/2012 11:57:46

Comments



# Chris Jones Escambia County Property Appraiser

[Real Estate Search](#) | [Tangible Property Search](#) | [Amendment 1 Calculations](#)

[Back](#)

[Navigate Mode](#)  [Account](#)  
 [Reference](#)

[Printer Friendly Version](#)

<b>General Information</b>	<b>2011 Certified Roll Assessment</b>
<b>Reference:</b> 1225313700140005	<b>Improvements:</b> \$94,081
<b>Account:</b> 093842682	<b>Land:</b> \$23,750
<b>Owners:</b> SMITH DAVID L & ALEXANDRA	<b>Total:</b> \$117,831
<b>Mail:</b> 9141 DAYTONA DR PENSACOLA, FL 32506	<b>Save Our Homes:</b> \$117,831
<b>Situs:</b> 9141 DAYTONA DR 32506	<a href="#">Disclaimer</a>
<b>Use Code:</b> SINGLE FAMILY RESID <input type="checkbox"/>	<b>Amendment 1 Calculations</b>
<b>Taxing Authority:</b> COUNTY MSTU	
<b>Tax Inquiry:</b> <a href="#">Open Tax Inquiry Window</a>	
Tax Inquiry link courtesy of Janet Holley, Escambia County Tax Collector	

<b>Sales Data</b>	<b>2011 Certified Roll Exemptions</b>
<b>Sale Date</b> <b>Book Page</b> <b>Value</b> <b>Type</b> <b>Official Records (New Window)</b>	HOMESTEAD EXEMPTION
02/2000   4525   100   \$120,400   WD <a href="#">View Instr</a>	<b>Legal Description</b> <input type="checkbox"/>
07/1999   4438   1135   \$208,300   WD <a href="#">View Instr</a>	LT 14 BLK E LILLIAN WOODS PB 16 P 27/27A SEC 12/13 T2S R 31W...
Official Records Inquiry courtesy of Ernie Lee Magaha, Escambia County Clerk of the Court	
<b>Extra Features</b>	None

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

<b>Section Map Id:</b> 13-2S-31	
<b>Approx. Acreage:</b> 0.1900	
<b>Zoned:</b> <input type="checkbox"/> SDD	



**Buildings**

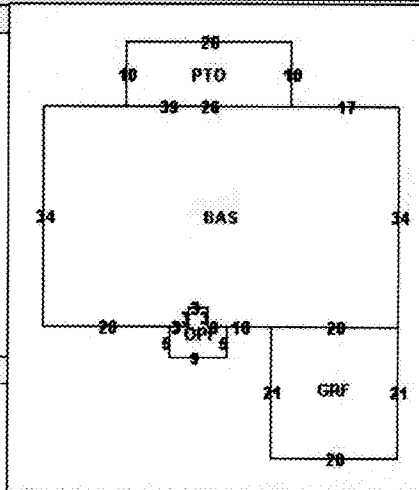
**Building 1 - Address: 9141 DAYTONA DR, Year Built: 2000, Effective Year: 2000**

**Structural Elements**

**FOUNDATION-SLAB ON GRADE**  
**EXTERIOR WALL-BRICK-FACE**  
**NO. PLUMBING FIXTURES-9.00**  
**DWELLING UNITS-1.00**  
**ROOF FRAMING-HIP**  
**ROOF COVER-COMPOSITION SHG**  
**INTERIOR WALL-DRYWALL-DECORAT**  
**FLOOR COVER-CARPET**  
**NO. STORIES-1.00**  
**DECOR/MILLWORK-AVERAGE**  
**HEAT/AIR-CENTRAL H/AC**  
**STRUCTURAL FRAME-WOOD FRAME**

**Areas - 2629 Total SF**

**BASE AREA - 1895**  
**GARAGE FIN - 420**  
**OPEN PORCH FIN - 54**  
**PATIO - 260**



**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.