

**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

---

Case: 2010 TD 007088



00045505660

Dkt: TD83 Pg#:

---

3

**Original Documents Follow**



## 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>
7088	10-0724-700	06/01/2010	35-2S3-110 W 105 FT OF LTS 1 & 2 BLK 97 BEACH HAVEN S/D PLAT DB 46 P 51 OR 5307 P 304 SEC 54/35 T2S R30/31W

### 2012 TAX ROLL

HOWELL KYE  
4034 WOODLAND DR  
VILLA RICA , Georgia 30180

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 THE CIRCUIT COURT



BRANCH OFFICES  
ARCHIVES AND RECORDS  
JUVENILE DIVISION

CENTURY

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

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

CLERK TO THE BOARD OF  
COUNTY COMMISSIONERS

OFFICIAL RECORDS  
COUNTY TREASURY  
AUDITOR

## IMAGING COVER PAGE

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

---

Case: 2010 TD 007088



00001199284

Dkt: TD82 Pg#:

---

17

**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.: 10132

January 31, 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 01-31-1993, through 01-31-2013, and said search reveals the following:

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

Kye Howell

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 31, 2013

**OWNERSHIP AND ENCUMBRANCE REPORT  
LEGAL DESCRIPTION**

File No.: 10132

January 31, 2013

**The West 105 feet of Lots 1 and 2, Block 97, Beach Haven, as per plat thereof, recorded in Deed Book 46, Page 51, of the Public Records of Escambia County, Florida**

**OWNERSHIP AND ENCUMBRANCE REPORT  
CONTINUATION PAGE**

File No.: 10132

January 31, 2013

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

1. Mortgage executed by Kye R. Howell and Tina A. Robinson to Synovus Bank formerly Coastal Bank & Trust, dated 07/30/2009 and recorded in Official Record Book 6491 on page 214 of the public records of Escambia County, Florida. given to secure the original principal sum of \$143,800.00. Assignment of Rents and Leases recorded in O.R. Book 6491, page 220. NOTE: Mortgage encumbers 3 parcels.
2. Notice of Lis Pendens filed by Coastal Bank & Trust recorded in O.R. Book 6647, page 1626.
3. Judgment filed by Bay Point Facilities, Inc. recorded in O.R. Book 6664, page 1514.
4. Taxes for the year 2009-2011 delinquent. The assessed value is \$14,370.00. Tax ID 10-0724-700.

**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: rcsgrt@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.: 10-0724-700

CERTIFICATE NO.: 2010-7088

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.

Kye Howell  
Tina A. Robinson  
4034 Woodland Dr.  
Villa Rica, GA 30180

Unknown Tenants  
712 Colbert Ave.  
Pensacola, FL 32507

Bay Pointe Facilities, Inc.  
Address not provided

Synovus Bank formerly  
Coastal Bank & Trust  
125 W. Romana St., 4th Floor  
Pensacola, FL 32502  
and its attorney Frank Bozeman, III  
114 E. Gregory St.  
Pensacola, FL 32502

Certified and delivered to Escambia County Tax Collector,  
this 1st day of February, 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.



Prepared by: *WJW*  
Wendy White  
Security First Title Partners of Pensacola, Ltd  
1331 Creighton Road, Suite C  
Pensacola, Florida 32504

DEED DOC STAMPS PB & ESC CO \$ 140.00  
12/15/03 ERNIE LEE HAGANA, CLERK

File Number: PES03098

### General Warranty Deed

Made this October 20, 2003 A.D., By **James E. Johnson and Alene Johnson, husband and wife**, whose post office address is: 5438 Evergreen Road, Pensacola, Florida 32503, hereinafter called the grantor, to **Kyle Howell, an unmarried man**, whose post office address is: \* hereinafter called the grantee: **Kye**  
\*4034 Woodland Drive, Villa Rica, Georgia 30180  
(Whenever used herein the term "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 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, viz:

See Attached Schedule A

Said property is not the homestead of the Grantor under the laws and constitution of the State of Florida in that neither Grantor nor any members of the household of Grantor reside thereon.

Parcel ID Number: 35-2S-31-1000-020-097

Together with 1964 Vintage Mobile Home Serial #V2936  
Together with 1974-Newmo Mobile Home Serial #10344561

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

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

**And** 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 31, 2003

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

Signed, sealed and delivered in our presence:

*Lydia G. Davis*  
\_\_\_\_\_  
Witness Printed Name **LYDIA G. DAVIS**


*James E. Johnson* (Seal)  
\_\_\_\_\_  
**James E. Johnson**  
Address: 5438 Evergreen Road  
Pensacola, Florida 32503

*Wendy White*  
\_\_\_\_\_  
Witness Printed Name **WENDY WHITE**

*Alene Johnson* (Seal)  
\_\_\_\_\_  
**Alene Johnson**  
Address:

State of Florida  
County of Escambia

The foregoing instrument was acknowledged before me this 20th day of October, 2003, by James E. Johnson and Alene Johnson, husband and wife, who is/are personally known to me or who has produced drivers license as identification.

 Wendy R. White  
Commission # 0039817  
Expires Dec. 15, 2004  
Bonded Firm  
Atlantic Bonding Co., Inc

*Wendy White*  
\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**Exhibit "A"**

The West 105 feet of Lots 1 and 2, Block 97, BEACH HAVEN, being a part of the Pablo Graupera Grant, Sections 35 and 54, Township 2 South, Range 31 and 30 West, Escambia County, Florida, according to plat recorded in Deed Book 46, Page 51 of the Public Records of Escambia County, Florida.

File Number: PES03098

Legal Description with Non Homestead  
Closer's Choice

PREPARED BY AND RETURN TO:  
CHARLES L. HOFFMAN, JR., OF  
SHELL, FLEMING, DAVIS & MENGE, P.A.  
226 PALAFOX PLACE  
SEVILLE TOWER - NINTH FLOOR  
PENSACOLA, FLORIDA 32502  
SFD&M FILE NO.: Z2-27314

**This is a Balloon Mortgage and the final principal payment or the principal balance due upon maturity is \$111,580.62, together with accrued interest, if any, and all advancements made by the mortgagee under the terms of this mortgage.**

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

MORTGAGE

This Mortgage, dated the 30<sup>th</sup> day of July, 2009, from **Kye R. Howell and Tina A. Robinson** (hereinafter called "MORTGAGOR"), (but which term shall include the plural as well as the singular whenever the context so permits or requires) to **Coastal Bank and Trust of Florida** (hereinafter called "MORTGAGEE"),

**WITNESSETH:**

Mortgagor, for and in consideration of the principal sum set forth in the promissory note hereafter mentioned, the receipt of which is hereby acknowledged, and other good and valuable considerations, does hereby encumber and mortgage unto Mortgagee, its successors and assigns, forever the following described parcel of real property ("Property") in Escambia and Santa Rosa County, Florida, to-wit:

See attached Exhibit "A" for legal description

The above referenced property is not the homestead property of the Mortgagors.

and all structures and improvements now or hereafter on said Property and all fixtures attached thereto and all rents, issues, proceeds, and property accruing therefrom.

**AND** Mortgagor, for Mortgagor and the heirs and legal representatives of Mortgagor, covenants with Mortgagee, and the successors and assigns of Mortgagee, that Mortgagor is indefeasibly seized of the Property in fee simple; that Mortgagor has full power and lawful right to mortgage and encumber the same in fee simple as aforesaid; that it shall be lawful for Mortgagor, its successors and assigns, at all times peaceably and quietly to enter upon, hold, occupy, and enjoy the Property and every part thereof; and the Property and every part thereof is free from all encumbrances of every kind and character except as is heretofore or hereafter indicated; and that the Mortgagor will make such further assurances to perfect the fee simple title to said land in Mortgagee, the successors and assigns of Mortgagee, as may reasonably be required; and that Mortgagor does hereby warrant title to the Property and every part thereof, and will defend the same against the lawful claims of all persons whomsoever.

This mortgage is intended to be and is a mortgage to secure the payment of the following:

- (a) That certain promissory note from Mortgagor to Mortgagee of even date herewith in the

principal amount of **One Hundred Forty Three Thousand Eight Hundred Dollars (\$143,800.00)** payable at the interest rate and on the terms specified in said promissory note ("Note"). This Mortgage also secures all renewals, extensions, modifications and consolidations of said Note.

(b) The payment of the principal and interest on all other or future loans or advances made by the Lender, at Lender's option, to the Mortgagor (or any successor in interest to the Mortgagor as the owner of all or any part of the Mortgaged Property), when the promissory note evidencing the loan or advance specifically states that it is secured by the Mortgage ("Future Advances"), including all extensions, renewals and modifications of any Future Advances, provided that such Future Advances are made within twenty (20) years from the date of this Mortgage or within such lesser period of time as may be hereafter provided by law as a prerequisite for the sufficiency of actual notice or record notice of such optional Future Advances as against the rights of creditors or subsequent purchasers for a valuable consideration, although there may be no advance made at the time of the execution of this Mortgage and although there may be no indebtedness outstanding at the time any Future Advance is made. It is intended that the lien of this Mortgage shall be valid as to all such indebtedness and Future Advances from the time this Mortgage is filed for record. The total amount of indebtedness that may be secured by this Mortgage may decrease or increase from time to time, provided, however, that the total unpaid balance secured at any time shall not exceed a maximum principal amount of double the amount of the Note plus interest thereon, and any disbursements made by Lender for the payment of taxes, levies or insurance on the property covered by this Mortgage, together with interest thereon, plus reasonable attorney's fees and court costs incurred in the collection of any or all of said sums of money. To the extent that this Mortgage may secure more than one note, a default in the payment of one note shall constitute a default in the payment of all other notes. However, this provision as to Future Advances shall not be construed to obligate Lender to make any additional advances or loans.

**AND MORTGAGOR FURTHER COVENANTS AND AGREES AS FOLLOWS:**

1. To pay all and singular the Note, and other sums of money payable by virtue of all indebtedness described above, by virtue of any instrument or instruments evidencing one or more future or additional advances to be made under this Mortgage, and by virtue of any provision contained in this Mortgage, promptly on the days that the same respectively become due.
2. To keep perfect and unimpaired the security hereby given and to permit, commit or suffer no waste, impairment or deterioration of the Property or any part thereof.
3. To pay all and singular the taxes, assessments, levies, obligations and encumbrances of every nature now on the Property or that hereafter may be levied, assessed or imposed thereon when due and payable according to law and before they become delinquent; and if the same not be promptly paid, Mortgagee may, at any time either before or after delinquency, pay the same without waiving or affecting its right to foreclose this Mortgage or any other right hereunder and all sums so paid shall become a part of the indebtedness secured hereby.
4. Mortgagor shall keep the improvements now existing or hereinafter erected on the Property insured against loss by fire, wind, hazards included within the term "extended coverage". The insurance shall be for the full insurable value of the improvements. All policies shall contain a standard mortgage clause naming Mortgagee. If Mortgagor fails to maintain said insurance, Mortgagee shall be entitled to obtain said insurance and the charge related thereto shall become an obligation of Mortgagor secured by this Mortgage.

Unless Mortgagor and Mortgagee otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and if Mortgagee's security is not lessened. If the restoration or repair is not economically feasible by the restoration, or Mortgagee's security would be lessened, the insurance proceeds shall be applied to the sum secured by this Mortgage, whether or not then due, with any excess paid to Mortgagor. If Mortgagor abandons the Property, or does not answer within 30 days a notice from Mortgagee that the insurance carrier has offered to settle a claim, then Mortgagee may collect the insurance proceeds. Mortgagee may use the proceeds to repair or restore the Property or to pay sums secured by this mortgage, whether or not then due.

Unless Mortgagee and Mortgagor otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments due under the Note. If this mortgage is foreclosed, Mortgagor's right to any insurance policies and proceeds resulting from damage to the mortgaged property prior to the foreclosure sale shall pass to Mortgagee to the extent of the sums secured by this Mortgage.

5. That in the event a suit shall be instituted to foreclose this Mortgage, Mortgagee, its successors or assigns, shall be entitled to apply at any time pending such foreclosure suit to the court having jurisdiction thereof for the appointment of a receiver for the Property and of all rent, income, profits, issues and revenues thereof, from whatsoever source derived; and thereupon it is hereby expressly covenanted and agreed that the court shall forthwith appoint a receiver of the Property, all and singular, and of such rents, income, profits, issues and revenues thereof, from whatsoever source derived, with the usual powers and duties of receivers in like cases and such appointment shall be made by such court as a matter of strict right to Mortgagee, its successors or assigns, without reference to the adequacy or inadequacy of the value of the Property or to the solvency or insolvency of the Mortgagor, his legal representatives or assigns, and that such rents, profits, incomes, issues and revenues shall be applied by such receiver to the payment of the Note and other mortgage indebtedness, costs and charges according to the order of said court.

6. In the event of any breach of this Mortgage of even date or default on the part of Mortgagor, or in the event that each and every stipulation, agreement, condition, and covenant of the Note or any other obligations secured hereby, are not duly, properly and fully performed, then in either or any such event all sums secured hereby remaining unpaid, with interest thereon, and all other sums of money secured hereby, shall become due and payable forthwith, or thereafter, at the option of Mortgagee, or its assigns, as fully and completely as if all of the said sums and moneys were originally stipulated to be paid on such date. Thereupon or thereafter, at the option of Mortgagee, or its assigns, without notice or demand, suit at law or at equity may be prosecuted as if all sums and moneys secured hereby had matured prior to its institution. Mortgagee, or its assigns, may foreclose this Mortgage, as to the amount so declared due and payable, and the Property shall be sold to satisfy and pay the same with costs, attorney's fees, expenses and allowances.

7. Mortgagor shall not convey away the Property or sell same under contract and the legal or equitable title to the Property shall not become vested in any other person or persons in any manner whatsoever.

8. If foreclosure proceedings of any prior mortgage, or any second mortgage or any superior or junior lien of any kind upon the Property or any part thereof (to include, without limitation, such liens held by Mortgagee) shall be instituted, Mortgagee may, at its option, immediately or thereafter declare this Mortgage and all or any part of the Note or other indebtedness secured hereby due and payable forthwith, and thereupon may at its option proceed to foreclose this mortgage, all without notice. Mortgagee shall not invoke this paragraph if Mortgagor can provide adequate assurances that the lien can be satisfied in its

entirety without jeopardizing the Mortgagee's interest.

9. To pay all and singular the costs, charges and expenses, including reasonable attorneys' fees and costs of abstracts of title, incurred or paid at any time by Mortgagee or its assigns in collecting or attempting to collect the Note or other indebtedness secured hereby or in foreclosing or attempting to foreclose this Mortgage or in enforcing any of its rights hereunder or incurred or paid by it because of the failure on the part of the Mortgagor promptly and fully to perform the agreements and covenants of the instrument or instruments evidencing the Note or other indebtedness secured hereby and this Mortgage; and said costs, charges and expenses shall be immediately due and payable and shall be secured by the lien of this Mortgage.

10. The Mortgagor does also hereby assign, transfer, set over and pledge to Mortgagee, its successors and assigns, as further security and means for the discharge of the indebtedness, obligations, undertakings and liabilities secured hereby and those evidenced hereby, all leases of all or any part of the Property now made, executed or delivered, whether written or verbal, or to be hereafter made, executed or delivered, whether written or verbal, or to be hereafter made, be the same written or verbal, and all of the rents, issues and profits of the Property and the improvements now or hereafter thereon, which rents, issues and profits may become due and payable at any time during the life of this Mortgage when any amount shall be due and unpaid by the Mortgagor hereunder or when the Mortgagor shall otherwise be in default hereunder, whether said rents, issues and profits shall be due from the present or any future tenants or lessees thereof, with full power and authority in Mortgagee or its assigns to collect and receive the same from said tenants or lessees or from any real estate agent or other person collecting the same, and to give proper receipts and acquittances therefor and after paying attorneys' fees and other expenses incurred in collecting the same to apply the net proceeds of such collection upon any and all indebtedness, obligations, undertakings or liabilities of the Mortgagor hereunder.

11. To the extent of the indebtedness of the Mortgagor to Mortgagee secured hereby Mortgagee is hereby subrogated to the lien or liens and to the rights of the owners and holders thereof of each and every mortgage, lien or other encumbrance on the Property which is paid or satisfied, in whole or in part, from the proceeds of the loan secured by this Mortgage or from the proceeds of any future or additional advances, and the liens of said mortgages or other encumbrances, shall be and the same and each of them hereby are preserved and shall pass to and be held by Mortgagee herein as security for the indebtedness to Mortgagee hereby secured, to the same extent that it would have been preserved and would have been passed to and been held by Mortgagee had it been duly and regularly assigned, transferred, set over and delivered unto Mortgagee and separate deed of assignment, notwithstanding the fact that the same may be satisfied and cancelled of record, it being the intention that the same will be satisfied and canceled of record by the holders thereof at or about the time of the recording of this Mortgage.

12. To the extent of the indebtedness, Mortgagor grants to Mortgagee a security interest in any and all payments, awards, judgments or settlements, including interest thereon, to which Mortgagor may be or may become entitled or which Mortgagor may receive by reason of injury or damage to, or loss of, the Property or any part thereof as a result of the exercise of the right of eminent domain. Notwithstanding any injury or damage to, or loss of, the Property or any part thereof as a result of the exercise of the right of eminent domain, Mortgagor shall continue to pay the indebtedness. All sums paid or payable to Mortgagor by reason of any injury or damage to, or loss of, the Property or any part thereof as a result of the exercise of the right of eminent domain shall be applied as follows: At Mortgagee's option and at Mortgagee's sole discretion, Mortgagee may either (i) apply the sum or any part thereof to the indebtedness, or (ii) require Mortgagor to repair, replace or reconstruct the Property or any part thereof and disburse such sums to Mortgagor to be applied against the costs and expenses thereof as incurred or paid by Mortgagor.

13. Mortgagor shall not create any liens or encumbrances on the Property which are junior or inferior in terms of priority to this Mortgage unless Mortgagee shall give its consent in writing prior to such act or acts. A breach of this provision on the part of the Mortgagor shall constitute a default under the provisions hereof, giving Mortgagee the right, at Mortgagee's option, to accelerate of the maturity of the Note or other indebtedness secured hereby under the provisions hereof.

14. Mortgagor represents and agrees that Mortgagor has not caused and will not cause or permit any hazardous material to be brought upon, kept, or used in or about the Property by Mortgagor, Mortgagor's agents, contractors, or invitees.

IN WITNESS WHEREOF, the Mortgagor has caused this Mortgage to be executed the day and year first above written.

This is a Balloon Mortgage and the final principal payment or the principal balance due upon maturity is \$111,580.62, together with accrued interest, if any, and all advancements made by the mortgagee under the terms of this mortgage.

Signed, sealed and delivered  
in the presence of:

Megan Hardegree  
Typed Name: Megan Hardegree  
Cindy Sanders  
Typed Name: Cindy Sanders

Kye R. Howell  
Kye R. Howell  
Tina A. Robinson  
Tina A. Robinson

STATE OF GEORGIA  
COUNTY OF Carroll

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of July, 2009 by Kye R. Howell and Tina A. Robinson, who are personally known to me or who have produced valid drivers licenses as identification.

Julie Meeler  
NOTARY PUBLIC - STATE OF GEORGIA  
Typed Name:  
My Commission Expires:



EXHIBIT "A"

PARCEL 1:

✓  
THE WEST 105 FEET OF LOTS 1 AND 2, BLOCK 97, BEACH HAVEN, BEING A PART OF THE PABLO GRAUPERA GRANT, SECTION 35 AND 54, TOWNSHIP 2 SOUTH, RANGE 31 AND 30 WEST, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO THE PLAT RECORDED IN DEED BOOK 46, PAGE 51, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

PARCEL 2:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 35, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, THENCE RUN EAST ALONG THE SOUTH LINE OF SAID SECTION FOR A DISTANCE OF 659.47 FEET TO THE CENTERLINE OF 63RD AVENUE (40' R/W), THENCE DEFLECT LEFT 89°28'40" AND RUN NORTH 00°33' EAST ALONG SAID CENTERLINE FOR 1320.00 FEET; THENCE GO SOUTH 90°00' EAST FOR 20.00 FEET TO THE EAST RIGHT OF WAY LINE OF 63RD AVENUE (40' R/W) AND THE POINT OF BEGINNING; THENCE CONTINUE ALONG LINE LAST RUN A DISTANCE OF 156.00 FEET; THENCE GO SOUTH 00°33' WEST FOR A DISTANCE OF 100.00 FEET; THENCE GO NORTH 90°00' WEST FOR A DISTANCE OF 156.00 FEET TO THE EAST RIGHT OF WAY LINE OF 63RD AVENUE; THENCE GO NORTH 00°33' EAST ALONG SAID EAST RIGHT OF WAY LINE FOR A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING.

PARCEL 3:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 16, TOWNSHIP 1 SOUTH, RANGE 28 WEST, THENCE RUN SOUTH 42°08'57" EAST FOR 767.87 FEET; THENCE RUN SOUTH 47°51'13" WEST FOR 588.66 FEET; THENCE RUN SOUTHWESTERLY ON A CURVE CONCAVE TO THE SOUTHEAST (RADIUS = 492.52 FEET; CENTRAL ANGLE = 23°00') FOR AN ARC DISTANCE OF 197.31 FEET; THENCE RUN SOUTH 24°51'13" WEST FOR 100.00 FEET; THENCE RUN WESTERLY ON A CURVE CONCAVE TO THE NORTHWEST (RADIUS = 301.71 FEET; CENTRAL ANGLE = 36°40'31") FOR AN ARC DISTANCE OF 193.12 FEET; THENCE RUN SOUTH 61°31'44" WEST FOR 927.35 FEET; THENCE RUN SOUTH 28°28'16" EAST FOR 25.0 FEET; THENCE RUN SOUTH 61°31'44" WEST FOR 110.61 FEET; THENCE RUN SOUTHWESTERLY ON A CURVE CONCAVE TO THE SOUTHEAST (RADIUS = 453.41 FEET; CENTRAL ANGLE = 11°55'59") FOR AN ARC DISTANCE OF 94.43 FEET; THENCE RUN SOUTH 49°35'45" WEST FOR 158.46 FEET; THENCE RUN SOUTH 40°24'15" EAST FOR 26.0 FEET; THENCE RUN SOUTH 49°35'45" WEST FOR 40.0 FEET TO A POINT OF BEGINNING; THENCE CONTINUE SOUTH 49°35'45" WEST FOR 19.48 FEET; THENCE RUN SOUTH 40°24'15" EAST FOR 46.0 FEET; THENCE RUN NORTH 49°35'45" EAST FOR 19.48 FEET; THENCE RUN NORTH 40°24'15" WEST FOR 46.0 FEET TO THE POINT OF BEGINNING. TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER THAT EASEMENT RESERVED IN OR BOOK 467, PAGE 721, AND OR BOOK 969, PAGE 191. THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN SANTA ROSA COUNTY, FLORIDA.

KVA TAR



IN THE CIRCUIT COURT FOR  
ESCAMBIA COUNTY, FLORIDA

Case No. 2010CA2975

Division: D

COASTAL BANK AND TRUST,  
Plaintiff,

vs.

KYE R. HOWELL, TINA A. ROBINSON, BAY  
POINT FACILITIES, UNKNOWN OCCUPANT #1,  
UNKNOWN OCCUPANT #2, UNKNOWN  
OCCUPANT #3, UNKNOWN OCCUPANT #4,  
UNKNOWN OCCUPANT #5, UNKNOWN  
OCCUPANT #6, AND UNKNOWN OCCUPANT #7  
IN POSSESSION OF THE SUBJECT PROPERTY,  
Defendants.

ERDIE LEE MAGAHA  
CLERK OF CIRCUIT COURT  
ESCAMBIA COUNTY, FL  
OCT 12 P 3: 19  
CIRCUIT CIVIL DIVISION  
FILED & RECORDED

**NOTICE OF LIS PENDENS**


TO DEFENDANTS ABOVE NAMED AND ALL OTHERS WHOM IT MAY CONCERN:

Notice is hereby given that a suit was instituted in the above-styled Court on this 12th day of  
October 2010, by COASTAL BANK AND TRUST against the above named Defendants. The property  
involved in this dispute is situated in Escambia and Santa Rosa Counties and is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF:

The relief sought in this said suit is the foreclosure of that certain mortgage dated July 30, 2009,  
executed by Kye Howell and Tina Robinson, and recorded in Official Records Book 6481, Page 214 of the  
Public Records of Escambia County, Florida; and for the relief prayed for in the Complaint.

Dated this 12th day of October 2010.

  
Frank Bozeman, III  
Attorney for Plaintiff  
114 E. Gregory St.  
Pensacola, Florida 32502  
850-434 6223  
Florida Bar Number 0813151

Case: 2010 CA 002975  
00096690388  
Dkt: CA1039 Pg#: 2

PARCEL 1:

THE WEST 105 FEET OF LOTS 1 AND 2, BLOCK 97, BEACH HAVEN, BEING A PART OF THE PABLO GRAUPERA GRANT, SECTION 35 AND 54 TOWNSHIP 2 SOUTH, RANGE 31 AND 30 WEST, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO THE PLAT RECORDED IN DEED BOOK 46, PAGE 51, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

PARCEL 2:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 35, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, THENCE RUN EAST ALONG THE SOUTH LINE OF SAID SECTION FOR A DISTANCE OF 659.47 FEET TO THE CENTERLINE OF 63RD AVENUE (40' R/W), THENCE DEFLECT LEFT 89°28'40" AND RUN NORTH 00°33' EAST ALONG SAID CENTERLINE FOR 1320.00 FEET; THENCE GO SOUTH 90°00' EAST FOR 20.00 FEET TO THE EAST RIGHT OF WAY LINE OF 63RD AVENUE (40' R/W) AND THE POINT OF BEGINNING; THENCE CONTINUE ALONG LINE LAST RUN A DISTANCE OF 156.00 FEET; THENCE GO SOUTH 00°33' WEST FOR A DISTANCE OF 100.00 FEET; THENCE GO NORTH 90°00' WEST FOR A DISTANCE OF 156.00 FEET TO THE EAST RIGHT OF WAY LINE OF 63RD AVENUE; THENCE GO NORTH 00°33' EAST ALONG SAID EAST RIGHT OF WAY LINE FOR A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING.

PARCEL 3:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 16, TOWNSHIP 1 SOUTH, RANGE 28 WEST, THENCE RUN SOUTH 42°08'57" EAST FOR 767.87 FEET; THENCE RUN SOUTH 47°51'13" WEST FOR 588.66 FEET; THENCE RUN SOUTHWESTERLY ON A CURVE CONCAVE TO THE SOUTHEAST (RADIUS = 492.52 FEET; CENTRAL ANGLE = 23°00') FOR AN ARC DISTANCE OF 197.31 FEET; THENCE RUN SOUTH 24°51'13" WEST FOR 100.00 FEET; THENCE RUN WESTERLY ON A CURVE CONCAVE TO THE NORTHWEST (RADIUS = 301.71 FEET; CENTRAL ANGLE = 36°40'31") FOR AN ARC DISTANCE OF 193.12 FEET; THENCE RUN SOUTH 61°31'44" WEST FOR 927.35 FEET; THENCE RUN SOUTH 28°28'16" EAST FOR 25.0 FEET; THENCE RUN SOUTH 61°31'44" WEST FOR 110.61 FEET; THENCE RUN SOUTHWESTERLY ON A CURVE CONCAVE TO THE SOUTHEAST (RADIUS = 453.41 FEET; CENTRAL ANGLE = 11°55'59") FOR AN ARC DISTANCE OF 94.43 FEET; THENCE RUN SOUTH 49°35'45" WEST FOR 158.46 FEET; THENCE RUN SOUTH 40°24'15" EAST FOR 26.0 FEET; THENCE RUN SOUTH 49°35'45" WEST FOR 40.0 FEET TO A POINT OF BEGINNING; THENCE CONTINUE SOUTH 49°35'45" WEST FOR 19.48 FEET; THENCE RUN SOUTH 40°24'15" EAST FOR 46.0 FEET; THENCE RUN NORTH 49°35'45" EAST FOR 19.48 FEET; THENCE RUN NORTH 40°24'15" WEST FOR 46.0 FEET TO THE POINT OF BEGINNING. TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER THAT EASEMENT RESERVED IN OR BOOK 467, PAGE 721, AND OR BOOK 969, PAGE 191. THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN SANTA ROSA COUNTY, FLORIDA.

File # 201023530  
CR BK 2889 Pages 1366 - 1367  
RECORDED 07/15/10 15:33:07  
Mary M. Johnson, Clerk  
Santa Rosa County, Florida  
DEPUTY CLERK I/J  
#6  
Trans # 464560

**IN THE COUNTY COURT, IN AND FOR SANTA ROSA COUNTY, FLORIDA  
SMALL CLAIMS DIVISION**

**BAY POINT FACILITIES, INC.,  
a Florida Non-Profit Corporation,**

**Plaintiff,**

v.

**CASE #: 2010-SC-000732**

**KYE R. HOWELL and TINA ROBINSON,**

**Defendants.**

FILED  
SANTA ROSA COUNTY  
CLERK OF COURT  
2010 JUL 11 P 2:53

**FINAL JUDGMENT**

It is adjudged that the Plaintiff, BAY POINT FACILITIES, INC., recover from the Defendants, KYE R. HOWELL and TINA ROBINSON, jointly and/or severally, the sum of \$3,600.00 on principal, \$58.58 as prejudgment interest, \$600.00 for attorney's fees, with costs of \$362.50, all of which shall bear interest per year as provided by Florida Statute, for all of which let execution issue forthwith. Post judgment interest shall accrue on the said sum, at the statutory interest rate, from the date of this Final Judgment until the date paid by Defendants.

IT IS FURTHER ORDERED AND ADJUGED that the Defendants shall complete Florida Small Claims Rules Form 7.343 (Fact Information Sheet) and return it to the Plaintiff's attorney within 45 days from the date of this Final Judgment, unless the Final Judgment is satisfied or a motion for new trial or notice of appeal is filed.

Bay Point Facilities, Inc. v. Howell, et. al.  
Final Judgment  
Page 1 of 2

CERTIFIED A TRUE AND CORRECT COPY  
MARY M. JOHNSON  
CLERK CIRCUIT COURT  
By: *[Signature]*  
Date: *[Signature]*

Jurisdiction of this case is retained to enter further orders that are proper to compel the Defendants to complete form 7.343 and return it to Plaintiff's attorney, and to enforce the relief granted herein.

ORDERED at Santa Rosa County, Florida, on July 14<sup>th</sup>, 2010.

  
County Court Judge

Copies furnished to:

John S. Bordelon, Esquire  
Bordelon, Greene & Lynchard, P.L.  
2721 Gulf Breeze Parkway  
Gulf Breeze, FL 32563

Kye Howell & Tina Robinson  
4034 Woodland Drive  
Villa Rica, GA 30180

LB  
7-15-10

Escambia County Receipt of Transaction

Receipt # 2018064123

Cashiered by: dmm

Pam Childers  
Clerk of Court  
Escambia County, Florida

Received From

LEXIS NEXIS  
LEXIS NEXIS  
REQUEST ID 40037

On Behalf Of:

On: 7/10/18 8:33 am  
Transaction # 101258012

Non-Case Fees

Fee Description	Fee	Prior Paid	Waived	Due	Paid	Balance
<b>Total:</b>	148.00	0.00	0.00	148.00	148.00	0.00
<b>Grand Total:</b>	148.00	0.00	0.00	148.00	148.00	0.00

PAYMENTS

Payment Type	Reference		Amount	Refund	Overage	Change	Net Amount
ESCROW	REQUEST ID 40037	OK	148.00	0.00	0.00	0.00	148.00
<b>Payments Total:</b>			148.00	0.00	0.00	0.00	148.00

**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

9000018763

PAY

\*TEN THOUSAND SEVEN HUNDRED THIRTEEN AND 29/100

JANET HOLLEY TAX COLLECTOR

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

DATE AMOUNT

05/21/2013 \$10,713.29

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



⑈9000018763⑈ ⑆063100277⑆ 898033991356⑈

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

9000018763

05/21/2013	2010	TD	004924	Case # 2010 TD 004924 Registry Check	3,950.79
05/21/2013	2010	TD	007088	Case # 2010 TD 007088 Registry Check	2,396.86
05/21/2013	2010	TD	011693	Case # 2010 TD 011693 Registry Check	1,579.63
05/21/2013	2010	TD	006303	Case # 2010 TD 006303 Registry Check	1,640.71
05/21/2013	2009	TD	001148	Case # 2009 TD 001148 Registry Check	1,145.30

9000018763

05/21/2013 JANET HOLLEY TAX COLLECTOR

\$10,713.29

*Blonda M.*  
*5-24-13*

**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

9000018760

PAY

\*FOUR HUNDRED THIRTY-SEVEN AND 09/100

TC 10U LLC

TO THE  
ORDER  
OF

TC 10U LLC  
PO BOX 172299  
TAMPA, FL 33672

DATE

AMOUNT

05/21/2013

\$437.09

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



⑈9000018760⑈ ⑆063100277⑆ 898033991356⑈

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

9000018760

05/21/2013 2010 TD 007088

Case # 2010 TD 007088 Registry Check

437.09

9000018760

05/21/2013 TC 10U LLC

\$437.09

**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

9000018759

PAY

\*FOUR HUNDRED FIFTY-SEVEN AND 74/100

COASTAL BANK & TRUST

TO THE  
ORDER  
OF

COASTAL BANK & TRUST  
ATTN: ROGER HUFFMAN  
125 W ROMANA ST 4TH FLOOR  
PENSACOLA, FL 32502

DATE

AMOUNT

05/21/2013

\$457.74

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



⑈9000018759⑈ ⑆063100277⑆ 898033991356⑈

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

9000018759

05/21/2013 2010 TD 007088

Case # 2010 TD 007088 Registry Check

457.74

9000018759

05/21/2013 COASTAL BANK & TRUST

\$457.74



# Escambia County Receipt of Transaction

## Receipt # 2013025729

Cashiered by: mavila

Pam Childers  
Clerk of Court  
Escambia County, Florida

**Received From:**

COASTAL BANK & TRUST  
ATTN: ROGER HUFFMAN  
125 W ROMANA ST 4TH FLOOR

**On Behalf Of:**

TC 10U, LLC

On: 5/14/13 1:15 pm  
Transaction # 100558079

**CaseNumber 2010 TD 007088**

Fee Description	Fee	Prior Paid	Waived	Due	Paid	Balance
(TAXDEED) TAX DEED CERTIFICATES	341.00	341.00	0.00	0.00	0.00	0.00
(TAXDEED) TAX DEED CERTIFICATES	455.14	0.00	0.00	455.14	455.14	0.00
(TD2) POSTAGE TAX DEEDS	42.77	0.00	0.00	42.77	42.77	0.00
(TD1) TAX DEED APPLICATION	60.00	60.00	0.00	0.00	0.00	0.00
(TAXDEED) TAX DEED CERTIFICATES	2495.55	0.00	0.00	2495.55	2495.55	0.00
(TD6) TITLE RESEARCHER COPY CHARGES	12.00	0.00	0.00	12.00	12.00	0.00
<b>Total:</b>	<b>3406.46</b>	<b>401.00</b>	<b>0.00</b>	<b>3005.46</b>	<b>3005.46</b>	<b>0.00</b>
<b>Grand Total:</b>	<b>3406.46</b>	<b>401.00</b>	<b>0.00</b>	<b>3005.46</b>	<b>3005.46</b>	<b>0.00</b>

**PAYMENTS**

Payment Type	Reference	Amount	Refund	Overage	Change	Net Amount
CHECK	560901102	OK 3005.46	0.00	0.00	0.00	3005.46
<b>Payments Total:</b>		<b>3005.46</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>3005.46</b>