

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 011239



00046451533

Dkt: TD83 Pg#:

3

Original Documents Follow

TAX COLLECTOR'S CERTIFICATION

This is to certify that the holder listed below of Tax Sale Certificate Number **2010 / 11239** , 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: 13-3705-000**

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

Property Owner:
HORN ALONZO
70 CUMBERBACH ST
WYANDANCH , NEW YORK 11798

Legal Description: 00-0S0-090
LT 8 BLK 99 EAST KING TRACT OR 6356 P 434 CA 65

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	11239	06/01/10	\$480.08	\$0.00	\$105.02	\$585.10

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	10253.0000	06/01/12	\$438.31	\$6.25	\$32.87	\$477.43
2011	10802.0000	06/01/11	\$458.22	\$6.25	\$123.72	\$588.19

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 (2012)
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

\$1,650.72
\$0.00
\$345.04
\$150.00
\$75.00
\$2,220.76
\$2,220.76
\$6.25

*Done this 30th day of November, 2012

TAX COLLECTOR, ESCAMBIA COUNTY, FLORIDA

By Shirley Rich, CFCA
Senior Deputy Tax Collector

Date of Sale: 3rd September 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:

Certificate No.	Parcel ID Number	Date	Legal Description
11239	13-3705-000	06/01/2010	00-0S0-090 LT 8 BLK 99 EAST KING TRACT OR 6356 P 434 CA 65

2012 TAX ROLL

HORN ALONZO
70 CUMBERBACH ST
WYANDANCH , New York 11798

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

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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

IMAGING COVER PAGE

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Case: 2010 TD 011239



00000657555

Dkt: TD82 Pg#:

10

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.: 10157

February 7, 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 02-07-1993, through 02-07-2013, and said search reveals the following:

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

Alonzo Horn

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

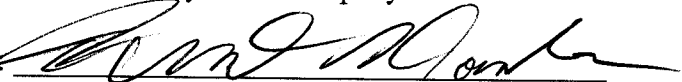
4. Taxes:

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: 

February 7, 2013

**OWNERSHIP AND ENCUMBRANCE REPORT
LEGAL DESCRIPTION**

File No.: 10157

February 7, 2013

Lot 8, Block 99, East King Tract, East of Tarragona Street, as per Thomas C. Watson plan of said City copyrighted in 1906.

**OWNERSHIP AND ENCUMBRANCE REPORT
CONTINUATION PAGE**

File No.: 10157

February 7, 2013

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

1. That certain mortgage executed by Rufus Smith, III and Susie Ann Smith in favor of American General Home Equity, Inc. NKA Springleaf Home Equity, Inc. dated 11/16/1992 and recorded 11/18/1992 in Official Records Book 3272, page 558 of the public records of Escambia County, Florida, in the original amount of \$7,979.95.
2. That certain mortgage executed by Rufus Smith III and Susie Ann Smith in favor of American General Home Equity, Inc. NKA Springleaf Home Equity, Inc. dated 02/16/1993 and recorded 02/19/1993 in Official Records Book 3319, page 982 of the public records of Escambia County, Florida, in the original amount of \$10,241.00.
3. Taxes for the year 2009-2011 delinquent. The assessed value is \$17,275.00. Tax ID 13-3705-000.

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: 9-3-2013

TAX ACCOUNT NO.: 13-3705-000

CERTIFICATE NO.: 2010-11239

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 tax year.

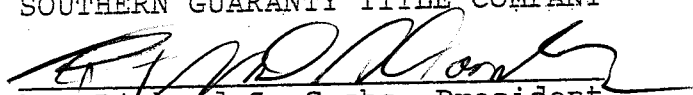
Alonzo Horn
70 Cumberbach St.
Wyandanch, NY 11798

Unknown Tenants
1614 N. Hayne St.
Pensacola, FL 32503

Springleaf Home Equity, Inc.
formerly American General Home Equity, Inc.
5401 Corporate Woods Dr. Ste 250
Pensacola, FL 32504

Certified and delivered to Escambia County Tax Collector,
this 7th 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 :

NAME: Mr. Rufus Smith III
ADDRESS 517 Pinebrook Circle
Cantonment, FL 32533
PHONE: (850) 937-8634

Space above this line for recording data

WARRANTY DEED

For good consideration, we Rufus Smith III and Susie A. Smith 1614 North Hayne Street
County of Escambia, State of Florida, hereby bargain, deed and convey to
Alonzo Horn, 69 Lakewood Wyandance, 11798 County of Suffolk,
State of New York, the following described land in Escambia County, free and clear with WARRANTY

COVENANTS; to wit:

000S00-9020-008-099
1614 N Hayne Street
LT 8 BLK 99
East King Tract
OR 3272 P 557

Grantor, for itself and its heirs, hereby covenants with Grantee, its heirs and assigns, that Grantor is lawfully seized in fee simple of the above-described premises; that it has a good right to convey; that the premises are free from all encumbrances; that Grantor and its heirs, and all persons acquiring any interest in the property granted, through or for Grantor, will, on demand of Grantee, or its heirs or assigns, and at the expense of Grantee, its heirs or assigns, execute and instrument necessary for the further assurance of the title to the premises that may be reasonably required; and that Grantor and its heirs will forever warrant and defend all of the property so granted to Grantee, its heirs and assigns, against every person lawfully claiming the same or any part thereof.

Being the same property conveyed to the Grantors by deed of Escambia County.

WITNESS the hands and seal of said Grantors this 22 day of July, 2008.

Rufus Smith III
Witness (to Grantor)
Printed Name Rufus Smith

Rufus Smith III
Grantor Signature
Printed Name RUFUS SMITH III

Heavenly Water
Witness (to Grantor)
Printed Name Heavenly Water

Susie A. Smith
Co Grantor Signature
Printed Name Susie A. Smith

Rufus Smith III
Witness (to Co-Grantor)
Printed Name Rufus Smith

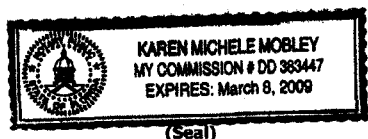
Heavenly Water
Witness (to Co-Grantor)
Printed Name Heavenly Water

STATE OF Florida
COUNTY OF Escambia

Susie A. Smith & Rufus Smith, III

On July 22, 2008 before me, Karen Michele Mobley (Notary), personally appeared, Rufus Smith, III personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.
Signature Karen Michele Mobley
Affiant Known Produced ID
Type of ID _____



(Seal)

911.50 Rec.
28.00 Doc
15.96 Int.

CR 311 327296 558

5446 If checked, the following is applicable:

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

MORTGAGE

Rufus Smith, III and Susie Ann Smith, Husband and Wife the Mortgagor,* in consideration of the principal (customer)

sum: specified in the promissory note hereafter described, received from American General Home Equity, INC Ste 250 5401 Corporate Woods Drive Pensacola, FL 32504 (our name and full address)

the Mortgagee.* hereby, on this 16th day of November, 1992, mortgage to the Mortgagee

the real property in Escambia County, Florida, described as:

Lot 8, Block 99, East King Tract, East of Tarragona Street, as per Thomas C. Watson plan of said City copyrighted in 1906.

~~XXXXXXXXXXXXXXXXXXXX~~ SUBJECT PROPERTY IS NOT THE HOMESTEAD OF THE MORTGAGOR.

Actual Amount of Loan: \$7979.95

Date: 11-18-92
Received \$ 28.00 in payment of Documentary Stamps Cct. # 59-204338-27-01 and \$ 15.96 in payment of Class "C" Intangible Personal Property Tax.
Joe A. Flowers, Comptroller Escambia County, Florida
By J. Knight D.C.

as security for the payment of all sums due under that contain promissory note of even date herewith executed by Mortgagor* to Mortgagee* and agree:

DEMAND FEATURE (if checked) Anytime after _____ year(s) from the date of this loan we can demand the full balance and you will have to pay the principal amount of the loan and all unpaid interest accrued to the day we make the demand. If we elect to exercise this option you will be given written notice of election at least 90 days before payment in full is due. If you fail to pay, we will have the right to exercise any rights permitted under this note, mortgage or deed of trust that secures this loan. If we elect to exercise this option, and the note calls for a prepayment penalty that would be due, there will be no prepayment penalty.

- 1. To make all payments required by that note and this mortgage promptly when due.
- 2. To pay all taxes, assessments, liens and encumbrances on that property promptly when due. If they are not promptly paid the Mortgagee may pay them without waiving the option to foreclose, and such payments, with interest thereon from the date of payment at the same rate as specified in that note, shall also be secured by this mortgage.
- 3. To keep all buildings now or hereafter on that land insured against damage by fire and extended coverage, vandalism and malicious mischief in an amount sufficient to comply with any co-insurance clause, by an insurer satisfactory to the Mortgagee, the insurance policy to be held by and payable to the Mortgagee. If the Mortgagor shall not do so, the Mortgagee may do so without waiving the option to foreclose, and the cost thereof, with interest thereon from the date of payment at the same rate as specified in that note, shall also be secured by this mortgage. If any sum becomes payable under such policy, the Mortgagee may apply it to the indebtedness secured by this mortgage, or may permit the Mortgagor to use it for other purposes, without impairing the lien of this mortgage.
- 4. To commit, permit, or suffer no waste, impairment, or deterioration of the mortgaged property.
- 5. To pay all expenses reasonably incurred by the Mortgagee because of the failure of the Mortgagor to comply with the agreements in that note or this mortgage, including reasonable attorney's fees. The cost thereof, with interest thereon from the date of payment at the same rate as specified in that note, shall also be secured by this mortgage.

This instrument was prepared by: Elizabeth Thomas Stewart Title (name)

Address: 5401 Corporate Woods Drive Pensacola, FL 32504

6. If any payment provided for in that note is not paid within ten days after it becomes due, or if any agreement in this mortgage other than the agreement to make the payments is breached, the entire unpaid balance of that note shall immediately become due at the option of the Mortgagee and in accordance with the terms of said note and the Mortgagee may foreclose this mortgage in the manner provided by law, and have the mortgaged property sold to satisfy or apply on the indebtedness hereby secured.

7. The rents and profits of the mortgaged property are also hereby mortgaged, and if proceedings to foreclose this mortgage shall be instituted, the court having jurisdiction thereof should appoint a receiver of the mortgaged property, and apply those rents and profits to the indebtedness hereby secured, regardless of the solvency of the Mortgagor... or the adequacy of the security.

8. If this mortgage is subject and subordinate to another mortgage, it is hereby expressly agreed that should any default be made in the payment of any installment of principal or of interest on said prior mortgage, the holder of this mortgage may pay such installment of principal or such interest and the amount so paid with legal interest thereon from the time of such payment may be added to the indebtedness secured by this mortgage and the accompanying note shall be deemed to be secured by this mortgage, and it is further expressly agreed that in the event of such default or should any suit be commenced to foreclose said prior mortgage then the amount secured by this mortgage and the accompanying note shall become and be due and payable at any time thereafter at the sole option of the owner or holder of this mortgage.

9. If not prohibited by law or regulation, this mortgage and all sums hereby secured shall become due and payable at the option of the mortgagee and without notice to mortgagor forthwith upon the conveyance of mortgagor's title to all or any portion of said mortgaged property and premises, or upon the vesting of such title in any manner in persons or entities other than, or with, mortgagor unless the purchaser or transferee assumes the indebtedness secured hereby with the consent of the mortgagee.

10. 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 Mortgagees 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.

12 26 7
75 04 PM '91

If checked the following is applicable:
THIS IS A BALLOON MORTGAGE AND THE FINAL PAYMENT OR THE BALANCE DUE UPON MATURITY IS \$ _____ TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE.

Signed in the presence of

D Timbie
D TIMBIE
Print or type name

Rufus Smith III (SEAL)
Rufus Smith III
Print or type name

5606 Cedar Town Rd Cantonment, FL 32533
Mailing Address

Alice Walker
ALICE WALKER
Print or type name

Susie Ann Smith (Seal)
Susie Ann Smith
Print or type name

5606 Cedar Town Rd Cantonment, FL 32533
Mailing address

STATE OF FLORIDA:
COUNTY OF Esc

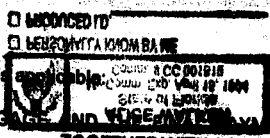
I hereby certify that on this day, before me, a Notary Public duly authorized in the state and county named above to take acknowledgements, personally appeared Rufus Smith III and Susie Ann Smith to me known to be the person described as Mortgagor in and who executed the foregoing mortgage, and acknowledged before me that said person executed the same.

Witness my hand and official seal in the county and state named above this 16th day of November 19 92

Deborah A Timbie
NOTARY PUBLIC, State of Florida
My commission expires 11/19/95
AA638470

STATE OF
COUNTY Q
This instru. _____ ay
of _____ ec.
on page _____ urt.
By: _____ D.C.
Print or Type Name

741.50
36.05
20.47



OR BOOK 3319 982

If checked, the following is applicable:

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

MORTGAGE

RUFUS SMITH, III AND SUSIE ANN SMITH HUSBAND AND WIFE the Mortgagor,* in consideration of the principal (customer)

sum specified in the promissory note hereafter described, received from AMERICAN GENERAL HOME EQUITY, INC STE 250 5401 CORPORATE WOODS DRIVE PENSACOLA, FL 32504 (our name and full address)

the Mortgagee,* hereby, on this 16TH day of FEBRUARY, 19 93, mortgage to the Mortgagee

the real property in ESCAMBIA County, Florida, described as:

LOT 8, BLOCK 99, EAST KING TRACT, EAST OF TARRAGONA STREET, AS PER THOMAS C WATSON PLAN OF SAID CITY COPYRIGHTED IN 1906.

AMOUNT OF LOAN : \$10,241.03

Date: 2-19-93
Received \$ 36.05 in payment of Documentary Stamps Cert. # 59-204338-27-01 and \$ 20.47 in payment of Intangible Personal Property Tax. Elizabeth Thomas, Comptroller Escambia County, Florida By: [Signature]

as security for the payment of all sums due under that contain promissory note of even date herewith executed by Mortgagor* to Mortgagee* and agree:

DEMAND FEATURE (if checked)

Anytime after _____ year(s) from the date of this loan we can demand the full balance and you will have to pay the principal amount of the loan and all unpaid interest accrued to the day we make the demand. If we elect to exercise this option you will be given written notice of election at least 90 days before payment in full is due. If you fail to pay, we will have the right to exercise any rights permitted under this note, mortgage or deed of trust that secures this loan. If we elect to exercise this option, and the note calls for a prepayment penalty that would be due, there will be no prepayment penalty.

- 1. To make all payments required by that note and this mortgage promptly when due.
- 2. To pay all taxes, assessments, liens and encumbrances on that property promptly when due. If they are not promptly paid the Mortgagee may pay them without waiving the option to foreclose, and such payments, with interest thereon from the date of payment at the same rate as specified in that note, shall also be secured by this mortgage.
- 3. To keep all buildings now or hereafter on that land insured against damage by fire and extended coverage, vandalism and malicious mischief in an amount sufficient to comply with any co-insurance clause, by an insurer satisfactory to the Mortgagee, the insurance policy to be held by and payable to the Mortgagee. If the Mortgagor shall not do so, the Mortgagee may do so without waiving the option to foreclose, and the cost thereof, with interest thereon from the date of payment at the same rate as specified in that note, shall also be secured by this mortgage. If any sum becomes payable under such policy, the Mortgagee may apply it to the indebtedness secured by this mortgage, or may permit the Mortgagor to use it for other purposes, without impairing the lien of this mortgage.
- 4. To commit, permit, or suffer no waste, impairment, or deterioration of the mortgaged property.
- 5. To pay all expenses reasonably incurred by the Mortgagee because of the failure of the Mortgagor to comply with the agreements in that note or this mortgage, including reasonable attorney's fees. The cost thereof, with interest thereon from the date of payment at the same rate as specified in that note, shall also be secured by this mortgage.

This instrument was prepared by: ELIZABETH THOMAS [Signature] (name)

Address: STE 250 5401 CORPORATE WOODS PENSACOLA, FL 32504

OR BOOK 3319X 983

6. If any payment provided for in that note is not paid within ten days after it becomes due, or if any agreement in this mortgage other than the agreement to make the payments is breached, the entire unpaid balance of that note shall immediately become due at the option of the Mortgagee and in accordance with the terms of said note and the Mortgagee may foreclose this mortgage in the manner provided by law, and have the mortgaged property sold to satisfy or apply on the indebtedness hereby secured.

7. The rents and profits of the mortgaged property are also hereby mortgaged, and if proceedings to foreclose this mortgage shall be instituted, the court having jurisdiction thereof should appoint a receiver of the mortgaged property, and apply those rents and profits to the indebtedness hereby secured, regardless of the solvency of the Mortgagor . . . or the adequacy of the security.

8. If this mortgage is subject and subordinate to another mortgage, it is hereby expressly agreed that should any default be made in the payment of any installment of principal or of interest on said prior mortgage, the holder of this mortgage may pay such installment of principal or such interest and the amount so paid with legal interest thereon from the time of such payment may be added to the indebtedness secured by this mortgage and the accompanying note shall be deemed to be secured by this mortgage, and it is further expressly agreed that in the event of such default or should any suit be commenced to foreclose said prior mortgage then the amount secured by this mortgage and the accompanying note shall become and be due and payable at any time thereafter at the sole option of the owner or holder of this mortgage.

9. If not prohibited by law or regulation, this mortgage and all sums hereby secured shall become due and payable at the option of the mortgagee and without notice to mortgagor forthwith upon the conveyance of mortgagor's title to all or any portion of said mortgaged property and premises, or upon the vesting of such title in any manner in persons or entities other than, or with, mortgagor unless the purchaser or transferee assumes the indebtedness secured hereby with the consent of the mortgagee.

10. 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 Mortgagees 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.

If checked the following is applicable:

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

FEB 28 3 30 PM '93
FILED
NOTARY PUBLIC
STATE OF FLORIDA
ESCAMBIA COUNTY

Signed in the presence of:

Cindy Wallace

CINDY WALLACE
Print or type name

Rufus Smith III

RUFUS SMITH, III
Print or type name

5606 CEDAR TOWN RD CANTONMENT, FL 32533
Mailing Address

Elizabeth Thomas

ELIZABETH THOMAS
Print or type name

Susie Ann Smith (Seal)

SUSIE ANN SMITH
Print or type name

5606 CEDAR TOWN RD CANTONMENT, FL 32533
Mailing address

STATE OF FLORIDA:
COUNTY OF ESCAMBIA

I hereby certify that on this day, before me, a Notary Public duly authorized in the state and county named

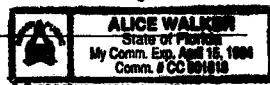
above to take acknowledgements, personally appeared RUFUS AND SUSIE ANN SMITH to me known to be the person described as Mortgagor in and who executed the foregoing mortgage, and acknowledged before me that said person executed the same.

Witness my hand and official seal in the county and state

named above this 16TH day of FEB, 19 93

Alice Walker
NOTARY PUBLIC, State of Florida at large

My commission expires _____



PERSONALLY KNOWN BY ME
PRODUCED BY

STATE OF FLORIDA:

COUNTY OF _____
This instrument filed and recorded _____ day of _____, 19 _____ in O.R. Book _____ on page _____ record verified. _____, Clerk of the Circuit Court.

By: _____ D.C.

Print or Type Name

Mortgagor and **Mortgagee** are used for singular and plural as context requires.

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

9000018648

63-27
631

PAY

*NINETY-EIGHT THOUSAND ONE HUNDRED SIXTY-ONE AND 29/100

JANET HOLLEY TAX COLLECTOR

TO THE
ORDER
OF

JANET HOLLEY TAX COLLECTOR
231 PALAFOX PLACE
PENSACOLA, FL 32502

DATE

AMOUNT

05/14/2013

\$98,161.29

Pam Childers
PAM CHILDERS, CLERK OF CIRCUIT COURT & COMPTROLLER



⑈9000018648⑈ ⑆063100277⑆ 898033991356⑈

PAM CHILDERS
CLERK OF CIRCUIT COURT & COMPTROLLER

9000018648

05/14/2013	2010 TD 011239	Case # 2010 TD 011239 Registry Check	2,426.88
05/14/2013	2010 TD 005412	Case # 2010 TD 005412 Registry Check	3,714.27
05/14/2013	2010 TD 008781	Case # 2010 TD 008781 Registry Check	3,448.02
05/14/2013	2010 TD 011175	Case # 2010 TD 011175 Registry Check	4,354.54
05/14/2013	2010 TD 011057	Case # 2010 TD 011057 Registry Check	3,493.58
05/14/2013	2010 TD 005255	Case # 2010 TD 005255 Registry Check	4,701.35
05/14/2013		Additional payments total:	76,022.65

9000018648

05/14/2013 JANET HOLLEY TAX COLLECTOR

\$98,161.29

*Janet M
5-14-13*

ESCAMBIA COUNTY FLORIDA CLERK OF THE CIRCUIT COURT
TAX DEED FINAL CHECK REGISTER

Date: 05/14/2013

Check # Cash Acct Date Issued Void Vendor Case Number Amount

OK

900018645	898033991356	05/14/2013		GERMAN AMERICAN CAPITAL CORP	2010 TD 000642	\$440.43
900018648	898033991356	05/14/2013		ERNEST TONESTEN	2010 TD 000630	\$440.43
900018651	898033991356	05/14/2013		ALONZO HORN	2010 TD 000628	\$499.50
900018652	898033991356	05/14/2013		JANET HOLLEY TAX COLLECTOR	2010 TD 003101	\$590.00
900018653	898033991356	05/14/2013			2010 TD 011239	\$2,426.88
900018654	898033991356	05/14/2013			2010 TD 005412	\$3,714.27
900018655	898033991356	05/14/2013			2010 TD 008781	\$3,448.02
900018656	898033991356	05/14/2013			2010 TD 011175	\$4,354.54
900018657	898033991356	05/14/2013			2010 TD 011057	\$3,493.58
900018658	898033991356	05/14/2013			2010 TD 005255	\$4,701.35
900018659	898033991356	05/14/2013			2010 TD 011292	\$6,744.21
900018660	898033991356	05/14/2013			2010 TD 010981	\$2,791.13
900018661	898033991356	05/14/2013			2010 TD 011309	\$4,024.94
900018662	898033991356	05/14/2013			2010 TD 006305	\$2,104.06
900018663	898033991356	05/14/2013			2010 TD 011889	\$10,908.46
900018664	898033991356	05/14/2013			2011 TD 011812	\$2,372.14
900018665	898033991356	05/14/2013			2011 TD 000120	\$6,466.08
900018666	898033991356	05/14/2013			2011 TD 000490	\$6,510.43
900018667	898033991356	05/14/2013			2010 TD 008096	\$14,867.46
900018668	898033991356	05/14/2013			2010 TD 002554	\$8,624.79
900018669	898033991356	05/14/2013			2010 TD 009612	\$7,736.97
900018670	898033991356	05/14/2013			2010 TD 003101	\$1,613.24
900018671	898033991356	05/14/2013			2010 TD 006245	\$1,262.74
900018672	898033991356	05/14/2013		TC10U LLC	2010 TD 011239	\$437.09
900018673	898033991356	05/14/2013		ALONZO HORN	2010 TD 011230	\$1,500.00
900018674	898033991356	05/14/2013		ROY STAFFORD	2010 TD 011175	\$1,000.00
900018675	898033991356	05/14/2013		ROY STAFFORD	2010 TD 006245	\$1,000.00
900018676	898033991356	05/14/2013		ROY STAFFORD	2010 TD 006245	\$1,000.00

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

Bank of America
PENSACOLA, FLORIDA
VOID AFTER 6 MONTHS

9000018649

63-27
631

PAY

*FOUR HUNDRED THIRTY-SEVEN AND 09/100

TC10U LLC

TO THE ORDER OF
TC10U LLC
PO BOX 172299
TAMPA, FL 33672

DATE

AMOUNT

05/14/2013

\$437.09

Pam Childers
PAM CHILDERS CLERK OF CIRCUIT COURT & COMPTROLLER



⑈9000018649⑈ ⑆063100277⑆ 898033991356⑈

PAM CHILDERS
CLERK OF CIRCUIT COURT & COMPTROLLER

9000018649

05/14/2013 2010 TD 011239

Case # 2010 TD 011239 Registry Check

437.09

9000018649

05/14/2013 TC10U 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

9000018650

PAY

FOUR HUNDRED NINETY-EIGHT AND 30/100

ALONZO HORN

DATE

AMOUNT

TO THE
ORDER
OF

ALONZO HORN
70 CUMBERBACH ST
WYANDACH, NY 11798

05/14/2013

\$498.30

Pam Childers
PAM CHILDERS, CLERK OF CIRCUIT COURT & COMPTROLLER



⑈9000018650⑈ ⑆063100277⑆ 898033991356⑈

PAM CHILDERS
CLERK OF CIRCUIT COURT & COMPTROLLER

9000018650

05/14/2013 2010 TD 011239

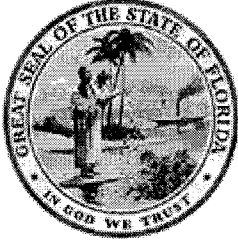
Case # 2010 TD 011239 Registry Check

498.30

9000018650

05/14/2013 ALONZO HORN

\$498.30



PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

Tax Deed - Redemption Calculator
Account: 133705000 Certificate Number: 011239 of 2010

Redemption Yes
 Application Date
 Interest Rate

	Final Redemption Payment ESTIMATED	Redemption Overpayment ACTUAL
	Auction Date <input type="text" value="09/03/2013"/>	Redemption Date <input type="text" value="05/13/2013"/>
Months	10	6
Tax Collector	<input type="text" value="\$2,220.76"/>	<input type="text" value="\$2,220.76"/>
Tax Collector Interest	\$333.11	\$199.87
Tax Collector Fee	<input type="text" value="\$6.25"/>	<input type="text" value="\$6.25"/>
Total Tax Collector	\$2,560.12	\$2,426.88
Clerk Fee	<input type="text" value="\$60.00"/>	<input type="text" value="\$60.00"/>
Sheriff Fee	<input type="text" value="\$120.00"/>	<input type="text" value="\$120.00"/>
Legal Advertisement	<input type="text" value="\$221.00"/>	<input type="text" value="\$221.00"/>
App. Fee Interest	\$60.15	\$36.09
Total Clerk	\$461.15	\$437.09
Postage	<input type="text" value="\$18.33"/>	<input type="text" value="\$18.33"/>
Researcher Copies	<input type="text" value="\$5.00"/>	<input type="text" value="\$5.00"/>
Total Redemption Amount	\$3,044.60	\$2,887.30
	Repayment Overpayment Refund Amount	\$157.30 + 120 + 221 = 498.30

Notes

Escambia County Receipt of Transaction

Receipt # 2013025078

Cashiered by: mavila

Pam Childers
Clerk of Court
Escambia County, Florida

Received From:
ALONZO HORN
70 CUMBERBACH
WYANDANCH, NY 11798

On Behalf Of:
TC 10U, LLC

On: 5/13/13 9:22 am
Transaction # 100557335

CaseNumber 2010 TD 011239

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	461.15	0.00	0.00	461.15	461.15	0.00
(TD2) POSTAGE TAX DEEDS	18.33	0.00	0.00	18.33	18.33	0.00
(TD1) TAX DEED APPLICATION	60.00	60.00	0.00	0.00	0.00	0.00
(TAXDEED) TAX DEED CERTIFICATES	2560.12	0.00	0.00	2560.12	2560.12	0.00
(TD6) TITLE RESEARCHER COPY CHARGES	5.00	0.00	0.00	5.00	5.00	0.00
Total:	3445.60	401.00	0.00	3044.60	3044.60	0.00
Grand Total:	3445.60	401.00	0.00	3044.60	3044.60	0.00

PAYMENTS

Payment Type	Reference		Amount	Refund	Overage	Change	Net Amount
CHECK	9728924	OK	3044.60	0.00	0.00	0.00	3044.60
Payments Total:			3044.60	0.00	0.00	0.00	3044.60