#### Notice to Tax Collector of Application for Tax Deed

#### TO: Tax Collector of Escambia County

In accordance with Florida Statutes, I,

**GERMAN AMERICAN CAPITAL CORP** 

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. 11743

**Parcel ID Number** 

15-0572-000

**Date** 

**Legal Description** 

06/01/2010 00-050-090

E 30 FT OF LTS 1 TO 4 ALL LT 24 BLK 46 WEST KING TRACT OR 6492 P 1838 LESS OR 95 P 737 SR #10A CA 106

**2011 TAX ROLL** 

LGMS INVESTMENTS INC 996 CORONADO CT GULF BREEZE , Florida 32563

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.

FORM 513 (r.12/00)

#### TAX COLLECTOR'S CERTIFICATION

Application
Date / Number
Sep 24, 2012 / 120893

This is to certify that the holder listed below of Tax Sale Certificate Number 2010 / 11743 , 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: 15-0572-000

Certificate Holder:

GERMAN AMERICAN CAPITAL CORP PO BOX 172299

TAMPA, FLORIDA 33672

Property Owner: LGMS INVESTMENTS INC 996 CORONADO CT GULF BREEZE , FLORIDA 32563

Legal Description: 00-0S0-090

E 30 FT OF LTS 1 TO 4 ALL LT 24 BLK 46 WEST KING TRACT OR 6492 P 1838 LESS OR 95 P 737 SR #10A CA 106

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	11743	06/01/10	\$1,488.82	\$0.00	\$208.43	\$1,697.25		

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

Cert. Yea	r Certificate Number	Date of Sale	Face Amt	T/C Fee	Interest	Total
2012	10696.0000	06/01/12	\$1,526.12	\$6.25	\$76.31	\$1,608.68
2011	11297.0000	06/01/11	\$1,420.56	\$6.25	\$123.12	\$1,549.93

1. Total of all Certificates in Applicant's Possession and Cost of the Certificates Redeemed by	
Applicant or Included (County)	\$4,855.86
2. Total of Delinquent Taxes Paid by Tax Deed Application	\$0.00
Total of Current Taxes Paid by Tax Deed Applicant	
Ownership and Encumbrance Report Fee	\$150.00
5. Tax Deed Application Fee	\$75.00
6. Total Certified by Tax Collector to Clerk of Court	\$5,080.86
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	\$5,080.86
13. Interest Computed by Clerk of Court Per Florida Statutes(%)	ψο,σσσ.σσ
14. One-Half of the assessed value of homestead property. If applicable pursuant to section 197.502, F.S.	
15. Statutory (Opening) Bid; Total of Lines 12 thru 14	
16. Redemption Fee	\$6.25

\*Done this 24th day of September, 2012

TAX COLLECTOR, ESCAMBIA COUNTY, FLORIDA

Date of Sale: July 1, 2013

17. Total Amount to Redeem

Bv

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

#### **ERNIE LEE MAGAHA**

CLERK OF THE CIRCUIT COURT

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



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

BRANCH OFFICES
ARCHIVES AND RECORDS
JUVENILE DIVISION

CENTURY

CLERK TO THE BOARD OF COUNTY COMMISSIONERS

OFFICIAL RECORDS COUNTY TREASURY AUDITOR

### **IMAGING COVER PAGE**

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

Case: 2010 TD 011743

00050575558 Dkt: TD83 Pg#:

**Original Documents Follow** 

BK: 6904 PG: 697 Last Page

OR BK 3147 PG 1881

assistance. Please contact the office of Karl A. Sandell, Esquire, of Carver, Darden, Koretzky, Tessier, Finn, Blossman & Areaux, LLC, 801 West Romana Street, Suite A, Pensacola, Florida, 32502, (650) 266-2300, within two (2) working days of your receipt of this Final Judgment of Foreclosure.

DONE AND ORDERED in Chambers at Milton, Santa Rosa County, Florida, this 2/day of June, 2012.

CIRCUIT JUDGE

Conformed Copies to:

Karl A. Sandell, Esquire () () (Carver, Darden, Koretzky, Tessier, Firn, Blossman & Areaux, LLC 801 West Romana Street, Suite A Pensacola, FL 35202

Leonard S. Gruszczynski 996 Coronado Court Gulf Breeze, FL 32563

LGMS Investments, Inc. c/o Leonard S. Gruszczynski, Registered Agent and Director 996 Coronado Court Gulf Breeze, FL 32563

Michael N. Smialek 2242 Polk Street, #403 San Francisco, CA 94109

Villas at Santa Rosa Sound Condominium Association, Inc. c/o Leonard S. Gruszczynski, Registered Agent and President 996 Coronado Court Gulf Breeze, FL 32563

Prepared by: Karl A. Sandeli, Esquire CARVER, DARDEN, KORETZKY, TESSIER, FINN, BLOSSMAN & AREAUX, LLC 801 West Romana Street, Suite A Pensacola, Florida 32502 OR BK 3147 PG 1880

at the foreclosure sale, even if such funds are remitted after the Certificate of Title is issued to the successful bidder at the foreclosure sale. Additionally, after the recording of the Certificate of Title, (1) LGMS, or its agent, shall deliver all subsequent rents to the party identified in the Certificate of Title as to the Property and (2) LGMS, or its agent, shall deliver to the party identified in the Certificate of Title any and all rents erroneously paid to LGMS, or its agent, relating to the Property, after the recording of the Certificate of Title.

- 13. As to any security deposits held by LGMS, upon the entry of the Certificate of Title, LGMS shall deliver all security deposits, along with all records to maintain the Property, pursuant to §83.49, Florida Statutes.
- 14. All records regarding rental payments shall also be delivered to the new owner of the Property, upon entry of the Certificate of Title, so the owner has the records to maintain the Property, without prejudice to the existing tenant(s).
- 15. Upon request of Plaintiff, following the entry of the Certificate of Title, this Court will enter an abbreviated order, confirming all rents shall be paid to the new owner of the Property, should the tenant request and/or require same.

#### **AS TO ALL COUNTS:**

- 16. Jurisdiction over this action, and the Judgment rendered herein, is retained to enter such further orders as are proper; and the Defendants are enjoined and restrained from damaging, molesting, vandalizing or otherwise harming the improvements located on the real property described in this Final Judgment, or from removing from said property anything affixed to the property in such fashion that it has become part of the reality or improvements, and the Court cautions said Defendants that any violation of this provision by themselves or anyone could subject them to contempt powers of this Court.
- 17. If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain

BK: 6904 PG: 695

OR BK 3147 PG 1879

property no later than three (3) days from the date of the Certificate of Title. Upon the failure of said Defendants to comply herewith and upon the filing of an affidavit by the purchaser of the property involved herein, affirmatively showing that possession of the premises has not been delivered to said purchaser within the time stated herein the Clerk of the Court shall, with further order, issue a Writ of Possession, upon request for same by Purchaser or Plaintiff for the premises, commanding the Sheriff of said County, to remove said Defendants, family members or agents and personal belongings from the above described property and then put the purchaser named on the Certificate of Title in immediate possession of the said premises as conveyed.

11. If Plaintiff obtains title pursuant to the foreclosure sale requested herein, all assessments due to Villas prior to the date of said foreclosure sale set herein, if any, shall be ilmited to the lesser of (1) the unit's unpaid assessments which accrued or came due during the six (6) months immediately preceding the acquisition of title and for which payment in full has not been received; or (2) one percent (1%) of the original mortgage debt, all as more particularly set forth in that certain Declaration of Condominium of Villas at Santa Rosa Sound, A Condominium recorded in Official Records Book 2599, Page 757 of the Public Records of Santa Rosa County, Florida, as amended by that certain First Amendment to Declaration of Condominium of Villas at Santa Rosa Sound, A Condominium recorded in Official Records Book 2610, Page 812 of the Public Records of Santa Rosa County, Florida.

#### AS TO COUNT 4 (Assignment of Rents):

12. Upon entry of this Order, LGMS, or its agent, shall pay to Plaintiff any and all rents, revenues and profits from the Property secured by the Mortgage and that certain Assignment of Rents, dated June 2, 2008, and recorded on the 6th day of June 2006, in Official Records Book 2810, page 843 of the Public Records of Santa Rosa County, Florida, as thereafter assigned to Plaintiff by the Assignment of Loan Documents, to Plaintiff for rent during the pendency of this action and through the date of the recordation of the Certificate of Title for the successful bidder

upon notice to the Clerk by Plaintiff of said assignments and without further order of this Court.

- 7. On filling the Certificate of Title, the Clerk shall, except as otherwise indicated, distribute the proceeds of the sale, so far as they are sufficient by paying: first, all of Plaintiff's costs; second, documentary stamps affixed to the certificate; third, Plaintiff's attorney's fees; fourth, the total sum due to Plaintiff, plus interest at the rate prescribed above from the date referenced in this judgment to the date of the disbursement; and by retaining any remaining amount pending the further order of this Court. If the high bidder at the sale is any party other than Plaintiff, then that high bidder shall, as a condition of being high bidder, pay to the Clerk of the Court all sums bid, plus the registry fee and all documentary stamps tax necessary for the issuance of the Certificate of Title.
- 8. IF THIS PROPERTY IS SOLD AT PUBLIC AUCTION, THERE MAY BE ADDITIONAL MONEY FROM THE SALE AFTER PAYMENT OF PERSONS WHO ARE ENTITLED TO BE PAID FROM THE SALE PROCEEDS PURSUANT TO THIS FINAL JUDGMENT.

IF YOU ARE A SUBORDINATE LIENHOLDER CLAIMING A RIGHT TO FUNDS REMAINING AFTER THE SALE, YOU MUST FILE A CLAIM WITH THE CLERK NO LATER THAN 60 DAYS AFTER THE SALE. IF YOU FAIL TO FILE A CLAIM, YOU WILL NOT BE ENTITLED TO ANY REMAINING FUNDS.

- 9. On filing the Certificate of Sale, the Defendants, and all persons claiming by, through or under the Defendants, since the filing of the Notice of Lis Pendens, are forever barred and foreclosed of any and all right, title, claim, or demand of whatever in and to the property herein described, and on the filing of the Certificate of Title, the purchaser, or his or her representative or assigns, shall be let into possession of the property.
- 10. The Defendants are hereby ordered to remove themselves, family members or agents and any and all personal property owned by the Defendants from the above described

OR BK 3147 PG 1877

and that if said indebtedness is not paid said property described in the Complaint and in the Mortgage herein sought to be foreclosed ("Property"), situate, tying and being in Santa Rosa County, Florida, and also described as to-wit:

COMMENCE AT THE SOUTHEAST CORNER OF GOVERNMENT LOT 6, SECTION 36, TOWNSHIP 2 SOUTH, RANGE 29 WEST, SANTA ROSA COUNTY, FLORIDA; THENCE RUN NORTH 01 DEGREES 29'44" EAST FOR 438.56 FEET TO NORTH RIGHT OF WAY OF BAY STREET (STATE ROAD #191, 70 FOOT RIGHT OF WAY); THENCE RUN SOUTH 65 DEGREES 54'00" WEST ALONG SAID NORTH RIGHT OF WAY, FOR 197.71 FEET TO POINT OF BEGINNING; THENCE CONTINUE SOUTH 65 DEGREES 54'00" WEST, FOR 117.29 FEET; THENCE RUN NORTH 61 DEGREES 29'44" EAST FOR 179.27 FEET; THENCE RUN NORTH 66 DEGREES 36'10" EAST, FOR 39.83 FEET; THENCE RUN SOUTH 24 DEGREES 06'00" EAST FOR 161.19 FEET TO THE POINT OF BEGINNING.

6. Plaintiff shall advance all subsequent costs of this action and shall be reimbursed for them by the clerk if Plaintiff is not the purchaser of the property for safe, except as indicated otherwise. If Plaintiff is the purchaser, the clerk shall credit Plaintiff's bid with the total sum with interest and cost accruing subsequent to this judgment, or such part of it, as is necessary to pay the bid in full. If prior to or after the safe, Plaintiff shall be required to advance any monies pursuant to the provisions hereof, then Plaintiff or its attorneys shall so certify to the Clerk of this Court by affidavit, and the amount due to Plaintiff as set forth above shall be increased by the amount of such advances without further order of the Court. If Plaintiff is the successful bidder at the safe, Plaintiff's rights as such may be assigned to a third party and, in that event, the Clerk of this Court is hereby ordered and directed to issue the Certificate of Title to Plaintiff's assignee

#### **FORECLOSURE COSTS**

Filing Fees		\$1,973.00	
Service of Process Fees		\$149.50	
Title Search Costs		\$75.00	
Postage and Express Mail		\$71.08	
Recording Fee		\$10.00	
Non-Military Service Affidavit (2 @ \$25.00 each)		\$50.00	
	Foreclosure Costs subtotal	\$2,328.58	
JUDGEMENT SUBTOTAL		\$518,106.10	
ATTORNEYS' FEES		\$3,948.00	
•	UDGMENT TOTAL	\$522,054.10	

with interest continuing to accrue after April 20, 2012 at the per diem rate of \$204.57 until the date of this judgment, plus interest at the rate of 4.75% per year, said rate to be adjusted annually on January 1 of each year in accordance with §55.03, Florida Statutes, from the date of this judgment until paid, plus any further sums in connection herewith, for all of which let execution issue.

#### AS TO COUNT 1 (Foreclosure of Mortgage):

Plaintiff holds a lien for the amount equal to the indebtedness described in paragraph 4 above upon the property covered by that certain Mortgage, dated June 2, 2006, and recorded on the 6th day of June 2006, in Official Records Book 2610 at Page 838 of the Public Records of Santa Rosa County, Florida, as thereafter assigned to Plaintiff pursuant to the that certain Assignment of Note, Mortgage and Loan Documents ("Assignment of Loan Documents") recorded in Official Records Book 3001, Page 1043 of the Public Records of Santa Rosa County, Florida (hereinafter collectively referred to as the "Mortgage"), which lien is prior, paramount and superior to all rights, claim, title, interest, liens, encumbrances and equities of the Defendants, and all persons, firms or corporations claiming by, through or under them, and any junior lienholders;

- 1. This Court has jurisdiction of the parties in this cause and the subject matter hereof and has jurisdiction to render this judgment; further, that the allegations contained herein have been proved by competent evidence, and there are no material issues of fact or law and this Final Judgment is in satisfaction of all counts in the Complaint.
  - That the equities of this cause are with the Plaintiff and against the Defendants.
- 3. The Court finds that \$270.00 per hour, \$265.00 per hour, and \$160.00 per hour is an appropriate and reasonable hourly rate to be charged by Plaintiff's attorneys in this action, that 25.4 hours is an appropriate and reasonable amount of time to be expended by attorneys in connection with this action, and 2.6 hours for paralegal time at \$70.00 per hour and \$50.00 per hour is an appropriate and reasonable hourly rate and reasonable amount of time to be expended by the paralegals in connection with this action, and that no enhancement or reduction of the fee is appropriate. Accordingly, attorneys' fees in the amount indicated below are awarded to Plaintiff. AS TO COUNT 1 (Foreclosure of the Mortgage), COUNT 2 (Suit on the Note), and COUNT 3 (Suit on the Guarantees);
- 4. That Plaintiff recover from LGMS, Smialek, and Gruszczynski, jointly and severally, the following amounts due under the promissory note, guarantees and mortgage sued upon:

Principal Due on Note	\$426,693.68
Interest through November 30, 2011	42,792.42
Interest after November 30, 2011 through April 20, 2012	\$28,844.37
Late Charges	\$1,480.32
Force Placed Flood insurance 5/7/11 - 5/7/12	\$1,177.83
Force Placed Hazard insurance 10/3/11 - 10/3/12	\$13,110.00
Property taxes (2009)	\$3,928.90
Credit for Rents received through April 20, 2012	(\$2,250.00)

Subtotal \$515,777.52

Recorded in Public Records 09/07/2012 at 12:23 PM OR Book 6904 Page 690, Instrument #2012068427, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording \$69.50

File # 201226243, OR BK 3147 Page 1874, Recorded 06/25/2012 at 11:58 AM, Mary M. Johnson, Clerk Santa Rosa County, Florida Deputy Clerk TC Trans # 530374

5

File # 201227174 OR BK 3149 Pages 885 - 892 RECORDED 06/28/12 15:38:27 Mary M. Johnson, Clerk Santa Rosa County, Florida

DEPUTY CLERK KB #1 Trans # 530947

#### IN THE CIRCUIT COURT IN AND FOR SANTA ROSA COUNTY, FLORIDA

HANCOCK BANK.

Plaintiff,

CASE NO.: 2012 CA 0044

SANTA RASA COURT
CLEARS GEFICE
DID JUN 21 P 2

LGMS INVESTMENTS, INC.; MICHAEL N. SMIALEK; LEONARD S. GRUSZCZYNSKI; and VILLAS AT SANTA ROSA SOUND CONDOMINIUM ASSOCIATION, INC.;

Defendants.

#### FINAL JUDGMENT IN FAVOR OF HANCOCK BANK AND FINAL JUDGMENT OF FORECLOSURE

THIS CAUSE came for hearing on Thursday, June 21, 2012 upon the Motion for Summary Judgment filed by Hancock Bank ("Plaintiff"), whose municipal address is 1022 W. 23rd Street, Panama City, Florida 32405. The Defendants, LGMS INVESTMENTS, INC. ("LGMS"), whose address is 996 Coronado Court, Gulf Breeze, FL 32563; MICHAEL, N. SMIALEK ("Smialek"), whose address is 2242 Polk Street, #403, San Francisco, CA 94109; LEONARD S. GRUSZCZYNSKI ("Gruszczynski"), whose address is 996 Coronado Court, Gulf Breeze, FL 32563; and VILLAS AT SANTA ROSA SOUND CONDOMINIUM ASSOCIATION, INC ("Villas"), whose address is 996 Coronado Court, Gulf Breeze, FL 32563, have been properly served and have been defaulted for failure to file an answer. Proper notice of said hearing has been provided to LGMS, Smialek, Gruszczynski and Villas (collectively, individually and interchangeably the "Defendants"). This Court being fully advised and having considered the arguments, pleadings, applicable law and evidence before the Court finds that Plaintiff has sustained the allegations of the Complaint against the Defendants; and Plaintiff is entitled to the relief prayed for, and that the Court has jurisdiction to grant same. It is, therefore,

ORDERED AND ADJUDGED as follows:

CLERK OF CIRCUIT COURT

CLERK OF CIRCUIT COURT

MARY M. JOHNSON

BY

DATE

DATE

DATE

BK: 6906 PG: 1856 Last Page

Tel: (850) 434-9200 Attorneys for Plaintiff

NOTE: THIS FORM IS NOT TO BE RECORDED WITHOUT THE CLERK'S CASE NUMBER.

A1150402.DOC

#### **Real Property**

Lot numbered Twenty-Four (24) and the East Thirty (E 30') feet of Lots numbered One (1), Two (2), Three (3) and Four (4), in Block numbered Forty-Six (46), of the West King Tract in the City of Pensacola, County of Escambia, State of Florida, as shown on map of said City copyrighted by Thomas C. Watson in 1906; LESS, however, that portion of said described property deeded to State of Florida, for use and benefit of the State Road Department of Florida, by Deed recorded in Official Records Book 95, at Page 737 and 738, of the public records of Escambia County, Florida.

#### **Personal Property**

TOGETHER WITH all improvements now or hereafter located on said real property and all fixtures, appliances, apparatus, equipment, fittings, furnishings, accessories, heating and air conditioning equipment, plumbing, machinery, articles of personal property, and all building materials, supplies and goods delivered to the real property for purposes of being affixed to, installed, incorporated or otherwise used in the buildings, structures or other improvements now or hereafter located thereon, together with all additions and replacements of any of same (except those owned by lessees of said real property) now or hereafter affixed or attached (whether actually or constructively) thereto, placed upon, or used in any way in connection with the complete or comfortable use, occupancy, operation or maintenance of said real property, all licenses and permits used or required in connection with the use of said real property, all leases of said real property now or hereafter entered into and all right, title and interest of Mortgagor thereunder, including, without limitation, cash or securities deposited thereunder pursuant to said leases, and all rents, issues, proceeds, revenues and profits accruing from said real property and, without limitation, all oil, gas, minerals, water, crops, trees, timber and other emblements, and any rights or interest therein, and together with all proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, including, without limitation, proceeds of insurance and condemnation awards (the foregoing real property and tangible and intangible personal property hereinafter referred to collectively as the Mortgaged Property). Mortgagor hereby grants to Mortgagee a security interest in the foregoing described tangible and intangible personal property.

TO HAVE AND TO HOLD the Mortgaged Property, together with all and singular the tenements, hereditaments, easements and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders thereof and all the estate, right, title, interest, homestead, separate estate, possession, claim and demand whatsoever, as well in law as in equity, of Mortgagor and unto the same, and every part thereof, with the appurtenances of Mortgagor in and to the same, and every part and parcel thereof unto Mortgagee. And the said Mortgagor hereby covenants with said Mortgagee that the said Mortgagor is indefeasibly seized of said real property in fee simple; that the said Mortgagor has full power and lawful right to convey the same in fee simple as aforesaid; that it shall be lawful for the said Mortgagee at all times peaceably and quietly to enter upon, occupy and enjoy said real property and every part thereof; that the said real property and every part thereof is free from all encumbrances; that the said Mortgagor will make such further assurances to perfect the fee simple title to said real property in said Mortgagee as may reasonably be required; and that the said Mortgagor, does hereby fully warrant the title to said real property, and every part thereof, and will defend the same against the lawful claims of all persons whatsoever.

Dated this 25th day of August, 2912.

JUDSON C. BRANDT Florida Bar No. 0040737 Clark, Partington, Hart,

Larry, Bond & Stackhouse P. O. Box 13010 (32591-3010)

125 W. Romana Street, Suite 800

Pensacola, FL 32502

Recorded in Public Records 09/13/2012 at 01:57 PM OR Book 6906 Page 1854, Instrument #2012070204, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL

IN THE CIRCUIT COURT IN AND FOR ESCAMBIA COUNTY, FLORIDA OF CIRCUIT COURT FECAMBIA COUNTY FL

SYNOVUS BANK, f/k/a COLUMBUS BANK AND TRUST COMPANY, successor in interest through name change and by merger with COASTAL BANK AND TRUST OF FLORIDA, successor in interest through name change and by merger with BANK OF PENSACOLA,

2012 SEP 10 P 4 16

CIRCUIT CIVIL DIVISION FILED & RECORDED

Plaintiff,

VS.

Case No. 2012CH3315 E The date this action was filed: 2012.

LEONARD S. GRUSZCZYNSKI and LGMS INVESTMENTS, INC., a Florida corporation,

Defendants.

#### **NOTICE OF LIS PENDENS**

TO: DEFENDANTS, LEONARD S. GRUSZCZYNSKI and LGMS INVESTMENTS, INC., a Florida corporation, AND ALL OTHERS WHOM IT MAY CONCERN:

YOU ARE NOTIFIED of the following:

- (a) The Plaintiff has instituted this action against you seeking to foreclose a mortgage lien on the real property and a security interest lien on personal property described below;
- (b) The Plaintiff in this action is Synovus Bank, f/k/a Columbus Bank and Trust Company, successor in interest through name change and by merger with Coastal Bank and Trust of Florida, successor in interest through name change and by merger with Bank of Pensacola;
- (c) Either the date the action was filed, the date of the Clerk's electronic receipt, or the case number of the action is noted above.
- (d) The real and personal property that is the subject of this action is located in Escambia County, Florida and is described as follows:

Case: 2012 CA 002315 00074300551 Dkt: CA1039 Pg#:

7

BK: 6128 PG: 908 Last Page

STATE OF FLORIDA COUNTY OF ESCAMBIA

THE FOREGOING INSTRUMENT was acknowledged before me this 17<sup>th</sup> day of April, 2007, by **Leonard S. Gruszczynski, who** personally appeared before me and who is personally known to me or who has produced crivers license as identification, and acknowledged that he executed same for the uses and purposes therein stated.

Notary Public - State of Florida

BARBARA LAND MARTIN NOTARY PUBLIC - STATE OF FLORIDA COMMISSION # DD 483485 MY COMMISSION EXPIRES APRIL 18, 2009

the items indicated above as being a part of the Mortgaged Property. Any reproduction of this instrument or of any other security agreement or financing statement shall be sufficient as a financing statement. In addition, Mortgagor agrees to execute and deliver to Mortgagee, upon Mortgagee's request, any financing statements, as well as extensions, renewals and amendments thereof, and reproductions of this instrument in such form as Mortgagee may require to perfect a security interest with respect to said items. Mortgagor shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements Mortgagee may reasonably require. Without the prior written consent of Mortgagee, Mortgagor shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said items. Upon Mortgagor's breach of any covenant or agreement of Mortgagor contained in this instrument, including the covenants to pay when due all sums secured by this instrument, Mortgagee shall have the remedies of a secured party under the Uniform Commercial Code and, at Mortgagee's option, may also invoke the remedies provided elsewhere in this instrument as to such items. In exercising any of said remedies, Mortgagee may proceed against the items of real property and any items of personal property specified above as part of the Mortgaged Property separately or together and in any order whatsoever, without in any way affecting the availability of Mortgagee's remedies under the Uniform Commercial Code or of the remedies provided elsewhere in this instrument.

- If mortgagor fails to pay any claim, lien or encumbrance which is superior to this mortgage (it being agreed by Mortgagor that any such failure shall constitute a breach or default hereunder), or when due, any tax or assessment or insurance premium, or to keep the Mortgaged Property in repair, or shall commit or permit waste, or if there be commenced any action or proceeding affecting the Mortgaged Property or the title thereto, or the interest of Mortgagee therein, including, but not limited to, eminent domain and bankruptcy or reorganization proceedings, then Mortgagee, at its option, may pay said claim, lien, encumbrance, tax, assessment or premium, with right of subrogation thereunder, may make such repairs and take such steps as it deems advisable to prevent or cure such waste, and may appear in any such action or proceeding and retain counsel therein, and take such action therein as Mortgagee deems advisable, and for any of such purposes Mortgagee may advance such sums of money, including all costs, reasonable attorney's fees and other items of expense as it deems necessary, and in so doing any funds advanced shall bear interest at the maximum rate provided by law and shall be due and repayable immediately without demand, and any such expenditures shall be secured by the lien of this mortgage. In such event, Mortgagee shall be the sole judge of the legality, validity and priority of any such claim, lien, encumbrance, tax, assessment and premium and of the amount necessary to be paid in satisfaction thereof. Mortgagee shall not be held accountable for any delay in making any such payment, which delay may result in any additional interest, costs, charges, expenses or otherwise. Mortgagee shall be subrogated for further security to the lien of any and all liens or encumbrances paid out of the proceeds of the loan secured by this mortgage, even though the lien or encumbrances are to be paid from such proceeds and to be released.
- 18. If a construction and/or development loan agreement or commitment between Mortgagor and Mortgagee is being executed contemporaneously herewith (or if Mortgagee's performance under any such previously existing agreement is intended by Mortgagor and Mortgagee to be secured hereby), then Mortgagor hereby covenants that it will comply with all of the terms, provisions and covenants of said construction and/or development loan agreement or commitment, will diligently construct the improvements pursuant to the terms thereof, all of the terms thereof which are incorporated herein by reference as though set forth fully herein, and Mortgagor will permit no defaults to occur thereunder and if a default shall occur thereunder, it shall constitute a default under this mortgage and the note.
- 19. That this mortgage pertains to real property situate, lying and being in the State of Florida and shall be construed and enforced in accordance with the laws of the State of Florida.

Wherever used herein the terms Mortgagor and Mortgagee include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations; and the term note includes all the notes herein described if more than one. Wherever used the singular numbers shall include the plural and the plural the singular, and the use of any gender shall include all genders.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 17th day of April, 2007.

Signed and sealed in the presence of:

ited Witness Name:

Leonard S. Gruszczynski

restoration or repair of the Mortgaged Property or to the sums secured by this mortgage. Unless Mortgagee and Mortgagor otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in the note and this mortgage or change the amount of such installments.

- 11. That neither the provisions of this mortgage nor any note secured hereby shall have the effect of or be construed as requiring or permitting Mortgagor to pay interest in excess of the highest rate per annum allowable by applicable law or any item or items of indebtedness referred to in this mortgage, and should any such excess be charged or paid, it shall be credited to the unpaid principal indebtedness.
- 12. If the indebtedness secured hereby is now or hereafter further secured by chattel mortgages, security interests, financing statements, pledges, contracts or guaranty, assignments of leases, or other securities, or if the Mortgaged Property hereby encumbered consists of more than one parcel of real property, Mortgagee may at its option exhaust any one or more of said securities and security hereunder, either concurrently or independently, and in such order as it may determined.
- That the monies advanced (as evidenced by the note secured by this mortgage) by Mortgagee to Mortgagor have been advanced after investigation and consideration of the creditworthiness and character of Mortgagor and the ability of Mortgagor to repay same and prudently manage the Mortgaged Property. On any sale or transfer of (a) all or any portion of the Mortgaged Property, or any interest therein including, but not limited to, the creation of a lien or encumbrance subordinate to the lien of this mortgage, or a transfer by agreement for deed or land contract, but specifically excluding a transfer of any portion of the Mortgaged Property for which a release price is paid to Mortgagee pursuant to any agreed upon release provision), or (b) beneficial interests in Mortgagor (if Mortgagor is not a natural person or persons but is a corporation, partnership, trust or other legal entity), Mortgagee may, at Mortgagee's option, declare all of the sums secured by this instrument to be immediately due and payable, and Mortgagee may invoke any remedies provided for herein. This option shall not apply in the case of (i) transfer by devise or descent or by operation of law upon the death of a joint tenant or, if Mortgagor is not a natural person or persons but is a corporation, partnership, trust or other legal entity, of a shareholder, partner, beneficiary or other equity owner; (ii) sales or transfers when the transferee's creditworthiness and management ability are satisfactory to Mortgagee and the transferee has executed, prior to the sale or transfer, a written assumption agreement containing such terms as Mortgagee may require, including, if required by Mortgagee, payment of an assumption fee and/or an increase in the rate of interest payable under the note; (iii) the grant of a leasehold interest in a part of the Mortgaged Property of three years or less (or such longer lease term as Mortgagee may permit by prior written approval) not containing an option to purchase except any interest in the ground lease, if this instrument is on a leasehold); (iv) sales or transfers of beneficial interests in Mortgagor provided that such sales or transfers, together with any prior sales or transfers of beneficial interests in Mortgagor, but excluding sales or transfers under subparagraphs (i) and (ii) above, do not result in more than 30% of the beneficial interests in Mortgagor having been sold or transferred subsequent to date hereof; (v) transfers of fixtures or any personal property pursuant to part 4 hereof; and (vi) the creation of a purchase money security interest for household appliances.
- 14. The Mortgagor hereby assigns, transfers and conveys unto the Mortgagee, the rents, royalties, income, revenues and profits accrued and to accrue from the Mortgaged Property, or any part thereof, including rentals and royalties under oil, gas and mineral leases, if any, during the lifetime of this mortgage, it being understood that as long as there is no default in the performance or observance of any of the covenants or agreements herein contained the Mortgagor shall have the privilege of collecting and receiving all rents, royalties, income revenues and profits accruing from the Mortgaged Property or any part thereof.
- 15. That the Mortgaged Property (and any real property adjacent to or in the immediate vicinity of the Mortgaged Property owned by Mortgagor) has not and is not being used for the discharge, disbursal, release, dumping, storage, treatment, generation, manufacture, use or disposal of any toxic or hazardous waste, contaminating materials, pollutants, or any other substance potentially harmful to persons, property, the environment or natural resources (including, but not limited to, asbestos or asbestos containing materials)(all of same hereinafter referred to as Prohibited Substances), whether in compliance with all applicable federal, state and local statutes, laws, ordinances, rules and regulations (hereinafter Applicable Laws) or otherwise, and that Mortgagor has not received notice of or other information concerning, and, after diligent search and inquiry, is not aware of any proposed, threatened, anticipated or pending proceeding, investigation, administrative order, consent order, decree, agreement, litigation, settlement or other action by any governmental body or agency, entity or person concerning violation of or compliance with any such Applicable Laws. Mortgagor covenants and agrees to abide by all Applicable Laws pertaining to Prohibited Substances, and covenants and agrees not to allow any such prohibited Substances to be discharged, disbursed, released, dumped, stored, treated, generated, manufactured, used or disposed of (whether by Mortgagor or otherwise) in, on, under, or over the Mortgaged Property or any real property adjacent to or in the immediate vicinity of the Mortgaged Property owned by Mortgagor.
- 16. That this instrument is intended to be and is a security agreement pursuant to the Uniform Commercial Code for any of the items specified above as part of the Mortgaged Property which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and Mortgagor hereby grants Mortgagee a security interest in said items. Mortgagor agrees that the recording and/or filing of this instrument, or a reproduction hereof, in the public records and/or any other appropriate index (including, without limitation, the Florida Secretary of State's office) shall also constitute a financing statement for any of

Mortgage, whichever is greater, by a company to be approved by said Mortgagee, loss, if any, payable to the Mortgagee, as its interest may appear, including a standard Mortgagee clause, and to furnish Mortgagee original or memorandum copy of such policy or policies, and in the event any sum of money becomes payable under such policy or policies, the Mortgagee shall have the option to receive and apply the same on account of the indebtedness secured hereby, or to permit said Mortgagor to receive and use it, or any part thereof, for purpose of improving said land, without thereby waiving or impairing any equity, lien or right under or by virtue of this mortgage, and said Mortgagee may place and pay for such insurance, or any part thereof, without waiving or affecting the option to foreclose, or any right hereunder, and each and every such payment shall bear interest from date thereof until paid at the highest rate allowed by law, and all such payments, with interest, as aforesaid, shall be secured by the lien hereof. The Mortgagee is empowered to adjust, compromise, submit to arbitration and appraisement and collect, and apply to the reduction of said indebtedness, and claim for loss arising under any insurance policy covering said premises; and to that end the Mortgagee is irrevocably appointed the attorney in fact of the Mortgagor to execute and deliver such receipts, releases and other writings as shall be requisite to accomplish such adjustments, compromise, arbitration, appraisement and collection. Unless Mortgagee and Mortgagor otherwise agree in writing, any application of insurance proceeds to principal shall not extend or postpone the due date of the installments referred to in the note and this mortgage or change the amount of such payments.

- That if any of the said installments of interest due or payable by the terms of said promissory note or other obligations or the sum of money due or payable by virtue of this instrument, be not promptly and fully paid when the same become severally due and payable, without demand or notice, or if each and every one of the stipulations, covenants, agreements and conditions of the said promissory note or other obligations, and of this mortgage, any or either, are not duly and promptly performed, complied with and abided by, the said entire aggregate sum mentioned in the said promissory note and other obligations then remaining unpaid, with interest accrued, shall become due and payable forthwith or thereafter at the option of the Mortgagee, as fully and completely as if said aggregate sum and accrued interest were originally stipulated to be paid on such day, anything in the said promissory note or other obligations or herein, to the contrary notwithstanding, If Mortgagor shall make an assignment for the benefit of creditors, or if a receiver be appointed for Mortgagor of its property, or if Mortgagor files a petition in bankruptcy, or is adjudicated a bankrupt, or files any petition or institutes any proceedings under any chapter of Title 11 of the United States Code, or if Mortgagor becomes the subject of any proceedings, under any insolvency or bankruptcy act, for its reorganization or composition with its creditors, then on the happening of any one or more of these events, the whole indebtedness secured hereby shall immediately become due and payable, at the option of the Mortgagee, and this mortgage may thereupon be foreclosed.
- 7. It is further covenanted and agreed by said parties that in the event of a suit being instituted to foreclose this mortgage, the Mortgagee shall be entitled to apply at any time pending such foreclosure suit to the Court having jurisdiction thereof for the appointment of a Receiver of all and singular the Mortgaged Property, and of all the rents, 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 said Mortgaged 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 the Mortgagee and without reference to the adequacy or inadequacy of the value of the property hereby mortgaged, or the solvency or insolvency of the Mortgagor and that such rents, profits, income, issues and revenues shall be applied by such Receiver to the payment of the mortgage indebtedness, costs and charges, according to the order of such Court.
- 8. To perform, comply with and abide by each and every one of the stipulations, agreements, conditions and covenants in said promissory note and other obligations and set forth in this mortgage, and to comply with all statutes, laws, ordinances, regulations, covenants, conditions and restrictions affecting the Mortgaged Property, and not to cause or permit any violation thereof.
- 9. No person liable for the debt hereby secured, whether such liability is primary or secondary, and whether such liability is created by endorsement of the notes or as joint maker of the notes, or guarantor, or having assumed the obligation to pay said mortgage debt or otherwise liable for said mortgage debt, shall be released or discharged from liability of the aforesaid debt by virtue of any extension or renewal granted by the Mortgagee to the maker of the notes hereby secured, or any other person liable for said debt, whether primary or secondary. The Mortgagee is hereby expressly granted the right and power to grant such extensions to the makers of the notes hereby secured as said Mortgagee may deem advisable, without first obtaining the consent of any other person liable for said debt, whether primary or secondary, and to take such renewals of the note and debt hereby secured as said Mortgagee may deem advisable, without first securing the consent of any other person liable for said indebtedness. No delay in the enforcement by the Mortgagee of any of the rights of said Mortgagee arising by virtue of this mortgage and promissory notes hereby secured shall operate as a release or discharge of any person liable for the debt hereby secured, whether primary or secondary.
- 10. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Mortgaged Property, or part thereof or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Mortgagee. Mortgagee shall be entitled to recover from Mortgagor any attorney's fees incurred in connection therewith. If the property is abandoned by Mortgagor, or if, after notice by Mortgagee to Mortgagor that the condemnor offers to make an award or settle a claim for damages, Mortgagor fails to respond to Mortgagee within 30 days after the date such notice is mailed, Mortgagee is authorized to collect and apply the proceeds, at Mortgagee's option, either to the

interest and principal payable as is more fully set forth in said Promissory Note.

And also to secure the payment of any and all notes, liabilities and obligations of Mortgager to Mortgagee, whether as maker, endorser, guarantor, or otherwise, which may now be in existence or accrue or arise hereafter, or be now owned or held by Mortgagee, or be acquired hereafter, it being the intent and purpose of Mortgagor to secure by this mortgage all notes for future advances and all other notes, claims, demands, liabilities, and obligations which Mortgagee may have, hold or acquire at any time within twenty years from the date of this mortgage against Mortgagor. The total amount of the indebtedness that may be secured by this mortgage may increase or decrease from time to time, but the total unpaid balance secured at any one time by this mortgage shall not exceed a maximum principal amount of \$68,800.00, plus interest, and any disbursements made by Mortgagee for the payment of taxes, levies or insurance on the property encumbered by this mortgage, with interest on such disbursements.

#### AND THE SAID MORTGAGOR does hereby covenant and agree:

- To pay all and singular the principal, the interest and other sums of money payable by virtue
  of the said promissory note, and this mortgage, each and every one, promptly on the days, respectively, the
  same become due.
- 2. To pay all and singular the taxes, assessments, levies, liabilities, obligations and encumbrances of every nature and kind now on the Mortgaged Property, or that hereafter may be levied or assessed thereupon, each and every one of them and any and all documentary stamps, intangible taxes and assessments now or hereafter required to be paid by governmental authority on said note or on this mortgage; and if the same, or any part thereof, be not promptly paid when due and payable, said Mortgagee may at any time pay the same, without waiving or affecting the option to foreclose this mortgage by reason of such default, or any right hereunder, and every payment so made shall bear interest from the date thereof at the highest rate allowed by law, and all such payments, with interest as aforesaid, shall be secured by the lien hereof. Mortgagor shall furnish Mortgagee receipt for ad valorem taxes on the Mortgaged Property no later than 15 days after the due date of same.
- 3. To pay all and singular the costs, fees, charges and expenses, of every nature and kind, including all the costs of an abstract of title to the above described lands found to be convenient or expedient in connection with any suit for the foreclosure of this mortgage, and also including all costs and expenses of the said suit, including attorney's fees in a reasonable amount to the attorney of the plaintiff foreclosing, which costs and fees shall be included in the lien of the mortgage, because of the failure on the part of the said Mortgagor to perform, comply with and abide by all or any of the covenants, conditions and stipulations of said promissory note, and this mortgage, and in the foreclosure of this mortgage and in collecting the amount secured hereby, each and every such payment shall bear interest from date thereof until paid at the highest rate allowed by law, and such payments with interest thereof as aforesaid, shall be secured by the lien hereof, attorney's fees, as that phrase is used in this mortgage shall include, among other things, the reasonable fees of the attorney and also of any legal assistants, paralegals, law clerks and others utilized by the attorney and under the attorney's supervision, as well as out-of-pocket costs incurred and/or advanced by any of same, all regardless of whether incurred in or advanced prior to the initiation of any legal or equitable proceeding, in arbitration, in trial, in any administrative, bankruptcy or other similar proceedings, or any appeal from any of same.
- Mortgagor (a) shall not permit, commit or suffer any waste, impairment or deterioration of the Mortgaged Property, or any part thereof; (b) shall restore and repair promptly and in a good workmanlike manner all or any part of the Mortgaged Property to the equivalent of its original condition, or such other condition as Mortgagee may approve in writing, in the event of any damage, injury or loss thereto, whether or not insurance proceeds are available to cover in whole or in part the cost of such restoration or repair; (c) shall keep the Mortgaged Property including improvements, fixtures, equipment, machinery and appliances thereon in good repair and shall replace fixtures, equipment, machinery and appliances on the Mortgaged Property when necessary to keep such items in good repair, including, but not limited to, well painted, weatherproofed and making of such repairs as Mortgagee may, from time to time, determine to be necessary for the preservation of the Mortgaged Property; (d) shall prudently and professionally manage the Mortgaged Property; (e) shall give notice in writing to Mortgagee of and, unless otherwise directed in writing by Mortgagee, appear in and defend any action or proceeding purporting to affect the Mortgaged Property, the security of this instrument or the rights or powers of Mortgagee; (f) shall comply with the provisions of any lease, if this mortgage is on a leasehold; and (g) if this mortgage is on a unit in a condominium, shall perform all of Mortgagor's obligations under the Declaration creating or governing the condominium, the by-laws and regulations of the condominium and constituent documents. Mortgagor shall first obtain the written consent of Mortgagee, such consent to be granted or withheld at the sole discretion of Mortgagee, before (i) removing or demolishing any building now or hereafter erected on the premises, (ii) aftering the arrangement, design or structural character thereof, (iii) making any repairs which involve the removal of structural parts or the exposure of the interior of such building to the elements, (iv) cutting or removing or permitting the cutting or removal of any trees or timber on the Mortgaged Property, (v) removing or exchanging any tangible personal property which is part of the Mortgaged Property, except when incident to the replacement thereof with items of likekind, or (vi) entering into or modifying any leases of the Mortgaged Property. Mortgagee shall have the right to inspect the Mortgaged Property on reasonable notice to Mortgagor.
- 5. To keep the Mortgaged Property (or so much thereof as is insurable) insured against fire and windstorm and extended coverage in a sum not less than full insurable value or the face amount of this



This instrument prepared by: Suzanne N. Whibbs of Whibbs, Rayboun & Stone, P.A. 105 East Gregory Square Pensacola, FL 32502 07-0401

#### MORTGAGE AND SECURITY AGREEMENT

STATE OF FLORIDA COUNTY OF ESCAMBIA

KNOW ALL MEN BY THESE PRESENTS, that Leonard S. Gruszczynski, a married man, hereinafter called Mortgagors, for and in consideration of the sum Sixty Eight Thousand Eight Hundred and no/100 Dollars (\$68,800.00), to them in hand paid by Bank of Pensacola, hereinafter called Mortgagee, the receipt whereof is hereby acknowledged, has granted, bargained and sold, and by these presents do grant, bargain, sell, alien, remise, release, convey and confirm unto the said Mortgagee forever, the following described real estate, situate, lying and being in the County of Escambia, State of Florida, to-wit:

Lot numbered Twenty-Four (24) and the East Thirty (E 30') feet of Lots numbered One (1), Two (2), Three (3) and Four (4), in Block numbered Forty-Six (46), of the West King Tract in the City of Pensacola, County of Escambia, State of Florida, as shown on map of said City copyrighted by Thomas C. Watson in 1906; LESS, however, that portion of said described property deeded to State of Florida, for use and benefit of the State Road Department of Florida, by Deed recorded in Official Records Book 95, at Page 737 and 738, of the public records of Escambia County, Florida.

TOGETHER WITH all improvements now or hereafter located on said real property and all fixtures, appliances, apparatus, equipment, fittings, furnishings, accessories, heating and air conditioning equipment, plumbing, machinery, articles of personal property, and all building materials, supplies and goods delivered to the real property for purposes of being affixed to, installed, incorporated or otherwise used in the buildings, structures or other improvements now or hereafter located thereon, together with all additions and replacements of any of same (except those owned by lessees of said real property) now or hereafter affixed or attached (whether actually or constructively) thereto, placed upon, or used in any way in connection with the complete or comfortable use, occupancy, operation or maintenance of said real property, all licenses and permits used or required in connection with the use of said real property, all leases of said real property now or hereafter entered into and all right, title and interest of Mortgagor thereunder, including, without limitation, cash or securities deposited thereunder pursuant to said leases, and all rents, issues, proceeds, revenues and profits accruing from said real property and, without limitation, all oil, gas, minerals, water, crops, trees, timber and other emblements, and any rights or interest therein, and together with all proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, including, without limitation, proceeds of insurance and condemnation awards (the foregoing real property and tangible and intangible personal property hereinafter referred to collectively as the Mortgaged Property). Mortgagor hereby grants to Mortgagee a security interest in the foregoing described tangible and intangible personal property.

TO HAVE AND TO HOLD the Mortgaged Property, together with all and singular the tenements, hereditaments, easements and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders thereof and all the estate, right, title, interest, homestead, separate estate, possession, claim and demand whatsoever, as well in law as in equity, of Mortgagor and unto the same, and every part thereof, with the appurtenances of Mortgagor in and to the same, and every part and parcel thereof unto Mortgagee. And the said Mortgagor hereby covenants with said Mortgagee that the said Mortgagor is indefeasibly seized of said real property in fee simple; that the said Mortgagor has full power and lawful right to convey the same in fee simple as aforesaid; that it shall be lawful for the said Mortgagee at all times peaceably and quietly to enter upon, occupy and enjoy said real property and every part thereof; that the said mortgagor will make such further assurances to perfect the fee simple title to said real property in said Mortgagee as may reasonably be required; and that the said Mortgagor, does hereby fully warrant the title to said real property, and every part thereof, and will defend the same against the lawful claims of all persons whatsoever.

THE FOREGOING CONVEYANCE is intended to be, and is, a mortgage to secure the payment of promissory note of date even herewith for the sum of Sixty Eight Thousand Eight Hundred and no/100 Dollars (\$68,800.00), made by the said Mortgagor payable to the order of the said Mortgagee after date, with

Recorded in Public Records 08/06/2009 at 01:37 PM OR Book 6492 Page 1838, Instrument #2009053812, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording \$10.00 Deed Stamps \$0.70

Prepared by & return to: John S. Bordelon, Esquire Bordelon, Greene & Lynchard, P.L. 2721 Gulf Breeze Parkway Gulf Breeze, Florida 32563 (850) 934-1000 Parcel ID Number: 00-08-00-9060-011-046

#### QUIT CLAIM DEED

This QUIT CLAIM DEED, dated this 4<sup>th</sup> day of August, 2009 by Leonard S. Gruszczynski, a married man, whose address is 996 Coronado Court, Gulf Breeze, Florida 32563, hereinafter called the GRANTOR, to LGMS Investments, Inc., a Florida corporation, whose address is 996 Coronado Court, Gulf Breeze, Florida 32563, hereinafter called the GRANTEE,

(Wherever used herein the terms "GRANTORS" and "GRANTEES" shall 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 GRANTOR, for and in consideration of the sum of \$10.00 and other valuable consideration in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, does hereby remise, release and quit claim unto GRANTEE forever, all his right, title, interest, claim and demand which GRANTOR has in and to the following described lot, piece or parcel of land, situate, lying and being in Escambia County, Florida, viz:

Lot numbered Twenty-Four (24) and the East Thirty (E 30') feet of Lots numbered One (1), Two (2), Three (3) and Four (4), in Block numbered Forty-Six (46), of the West King Tract in the City of Pensacola, County of Escambia, State of Florida, as shown on map of said City copyrighted by Thomas C. Watson in 1906; LESS, however, that portion of said described property deeded to State of Florida, for use and benefit of the State Road Department of Florida, by Deed recorded in Official Records Book 95, at Page 737 and 738, of the Public Records of Escambia County, Florida.

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 resides thereon.

TO HAVE AND TO HOLD, the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said GRANTOR, either in law or equity, to the only proper use, benefit and behoof of the said GRANTEE forever.

NOTE: THE PREPARER OF THIS DEED REPRESENTS THAT: THIS DEED HAS BEEN PREPARED AT THE EXPRESS DIRECTION AND REQUEST OF THE ABOVE GRANTOR AND/OR GRANTEE SOLELY FROM LEGAL DESCRIPTION PROVIDED TO THE PREPARER BY THE SAID GRANTOR AND/OR GRANTEE; THAT NO TITLE SEARCH, SURVEY, OR INSPECTION OF THE ABOVE PROPERTY HAS BEEN PERFORMED BY THE PREPARER, NOR HAS THE PREPARER BEEN PROVIDED SUCH DOCUMENTS; THAT THE TITLE TO THE ABOVE-DESCRIBED REAL PROPERTY HAS NOT BEEN EXAMINED BY THE PREPARER; THAT THE PREPARER MAKES ABSOLUTELY NO REPRESENTATIONS, WARRANTIES, OR GUARANTEES WHATSOEVER AS TO THE STATUS OF THE TITLE OR THE OWNERSHIP OF THE REAL PROPERTY DESCRIBED ABOVE; THAT THIS CONVEYANCE IS SUBJECT TO, AND MAY BE AFFECTED BY, ANY AND ALL RESERVATIONS, LIENS, RESTRICTIONS, AND OTHER ENCUMBRANCES OF RECORD AND BY ANY UNPAID AD VALOREM REAL PROPERTY TAXES, PAST OR PRESENT; AND THAT THESE MATTERS HAVE BEEN EXPLAINED TO, AND UNDERSTOOD BY, THE ABOVE SAID GRANTOR AND/OR GRANTEE.

IN WITNESS WHEREOF, GRANTOR has signed and sealed these presents the date set forth above.

SIGNED IN THE PRESENCE OF THE FOLLOWING WITNESSES:

Signature: Selina M Bryant

Leonard S. Gruszczynski

Print Name Signature:

Print Name: Behada Veroneau

STATE OF FLORIDA) COUNTY OF SANTA ROSA)ss

THE FOREGOING INSTRUMENT was acknowledged before me on the 4<sup>th</sup> day of August, 2009, by Leonard S. Gruszczynski, who has produced a valid Florida Driver's License as identification.

(SIAL) SELINA M. BRYANT
Comm# DD0886675
Expires 6/22/2013
Floride Notery Assn., Inc.

Notary Public Print Name:

Selina M Bryant

### · · 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: 7-1-2013 TAX ACCOUNT NO.: \_\_\_\_15-0572-000 CERTIFICATE NO.: 2010-11743 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. Coastal Bank & Trust aka LGMS Investments, Inc. Synovus Bank fka Bank of Pensacola Attn: Leonard S. Gruszczynski 125 W. Romana St., 4th Floor 996 Coronado Court Pensacola, FL 32502 Gulf Breeze, FL 32563 and its attorney, Justin C. Brandt Clark, Partington, Hart Unknown Tenants P.O. Box13010 1112 W. Cervantes St. Pensacola, FL 32591-3010 Pensacola, FL 32501 Hancock Bank 1022 W. 23rd St. Panama City, FL 32405 Certified and delivered to Escambia County Tax Collector, this 17th day of December , 2012. SOUTHERN GUARANTY TITLE COMPANY by: Michard 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.

## OWNERSHIP AND ENCUMBRANCE REPORT CONTINUATION PAGE

File No.: 9983 December 12, 2012

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

- 1. Mortgage executed by Leonard S. Gruszczynski to Coastal Bank & Trust formerly Bank of Pensacola, dated 04/17/2007 and recorded in Official Record Book 6128 on page 903 of the public records of Escambia County, Florida. given to secure the original principal sum of \$68,800.00. Assignment of Rents & Leases recorded in O.R. Book 6128, page 909.
- 2. Judgment filed by Hancock Bank recorded in O.R. Book 6904, page 690.
- 3. Notice of Lis Pendens filed by Synovus Bank FKA Columbus Bank & Trust Co. Successor to Coastal Bank & Trust formerly Bank of Pensacola.
- 4. Taxes for the year 2009-2011 delinquent. The assessed value is \$61,421.00 Tax ID 15-0572-000.

#### 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.

## OWNERSHIP AND ENCUMBRANCE REPORT LEGAL DESCRIPTION

File No.: 9983 December 12, 2012

#### 000S009060011046 - Full Legal Description

E 30 FT OF LTS 1 TO 4 ALL LT 24 BLK 46 WEST KING TRACT OR 6492 P 1838 LESS OR 95 P 737 SR #10A CA 106

#### **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.: 9983 December 12, 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 12-12-1992, through 12-12-2012, and said search reveals the following:

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

LGMS Investments, Inc.

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

December 12, 2012

#### **ERNIE LEE MAGAHA**

CLERK OF THE CIRCUIT COURT

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



COUNTY OF ESCAMBIA
OFFICE OF THE
CLERK OF THE CIRCUIT COURT

BRANCH OFFICES ARCHIVES AND RECORDS JUVENILE DIVISION

CENTURY

CLERK TO THE BOARD OF COUNTY COMMISSIONERS

OFFICIAL RECORDS COUNTY TREASURY AUDITOR

### **IMAGING COVER PAGE**

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

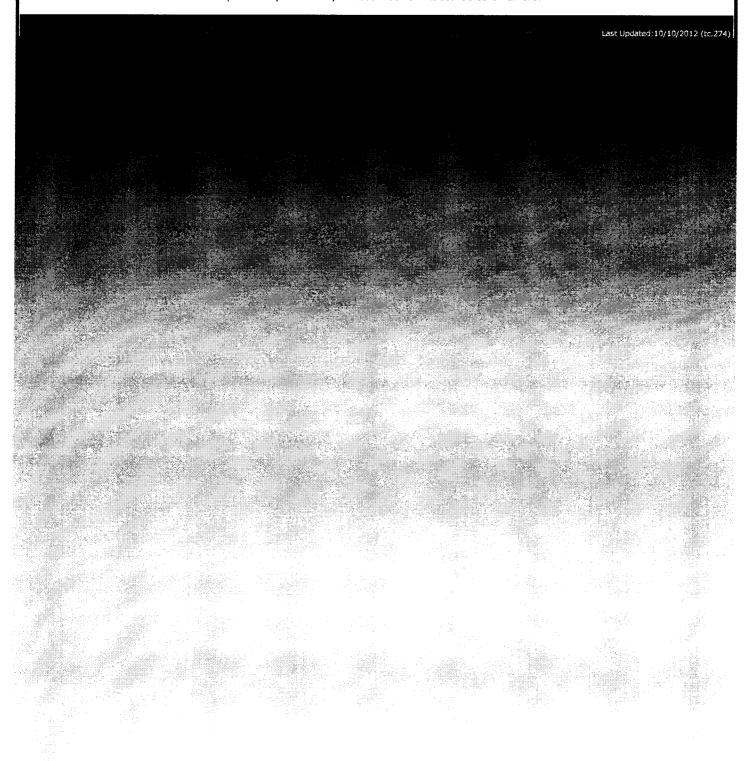
Case: 2010 TD 011743

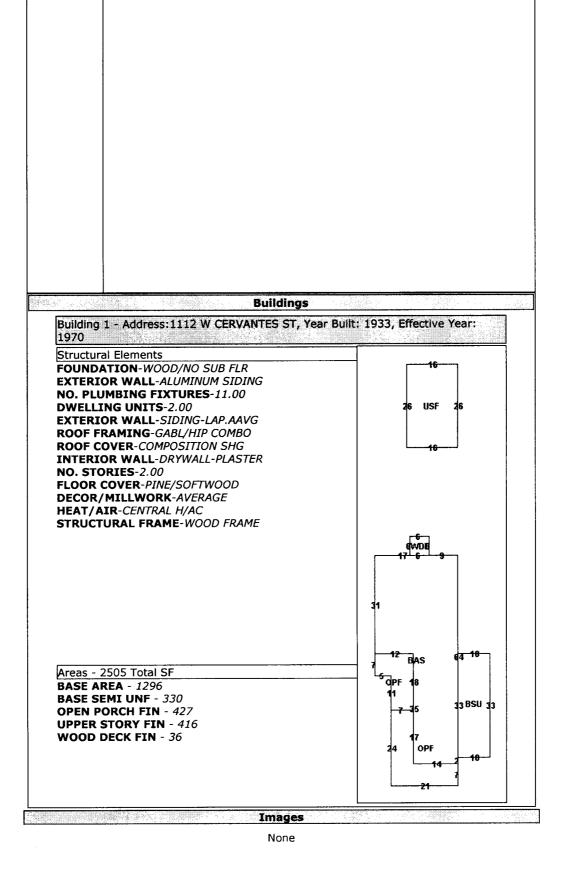
00020456579 Dkt: TD82 Pg#:

Pg#:

**Original Documents Follow** 

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







### Chris Jones Escambia County Property Appraiser

Real Estate Search | Tangible Property Search | Amendment 1 Calculations

Back

**Navigate Mode** 

Account



Printer Friendly Version

General Information

Reference: 0005009060011046

Account:

150572000

Owners:

LGMS INVESTMENTS INC

Mail:

996 CORONADO CT

**GULF BREEZE, FL 32563** 

Situs:

1112 W CERVANTES ST 32501

Use Code:

MULTI-FAMILY <=9

**Taxing** 

PENSACOLA CITY LIMITS

**Authority:** Tax Inquiry:

Open Tax Inquiry Window Tax Inquiry link courtesy of Janet Holley,

**Escambia County Tax Collector** 

2012 Certified Roll Assessment

Improvements:

\$41,557

Land:

\$19,864

Total:

\$61,421

Save Our Homes:

Disclaimer

**Amendment 1 Calculations** 

2012 Certified Roll Exemptions

E 30 FT OF LTS 1 TO 4 ALL LT

24 BLK 46 WEST KING TRACT

Sales Data

Sale Date Book Page Value Type

Official Records (New Window)

08/04/2009 6492 1838 \$100 QC View Instr 02/12/2008 6297 47 \$100 WD View Instr 04/2007 6128 902 \$86,000 WD View Instr 09/2000 4613 1138 \$7,500 WD View Instr 01/1998 4217 1559 \$100 CT View Instr

Official Records Inquiry courtesy of Ernie Lee Magaha, Escambia County Clerk of the Court

Extra Features UTILITY BLDG

Legal Description

OR 6492 P 1838...

Parcel

Information

Restore Map

Get Map Image **Launch Interactive Map** 

Section Map Id:

CA106

Approx. Acreage: 0.1600

Zoned: 🔎 <u>C-1</u>





**Print Date:** 10/5/2012 12:28:27 PM

Transaction #: 966914 Receipt #: 201259644

Cashier Date: 10/5/2012 12:28:26 PM (MAVILA)

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

<u>Customer Information</u>	Transaction Information	Payment Summary	
(TXD) TAX DEED DIVISION CLERK OF THE CIRCUIT COURT 221 PALAFOX PLACE Pensacola, FL 32502	DateReceived: 10/05/2012  Source Code: Over the Counter  Q Code: Return Code: Government Trans Type: Recording Agent Ref Num:	Total Fees Total Payments	\$401.00 \$401.00

1 Payments	
CLERK	\$401.00
CIJIMI CIJIMI	

#### 0 Recorded Items

#### 0 Search Items

1 Miscellaneous Items		
(MISCFEE) MISCELLANEO TAX CERT#11743 OF 2010	US FEES	
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 1459733

Receipt Date

10/05/2012

Case Number 2010 TD 011743

Description GERMAN AMERICAN CAPITAL CORP VS

Action TAX DEED APPLICATION

Judge

Received From GERMAN AMERICAN CAPITAL CORP

On Behalf Of GERMAN AMERICAN CAPITAL CORP

401.00 401.00	Received Received	
0.00	Change	

Receipt Payments

Cash

Amount Reference Description

401.00 ONCORE TRANS#966914

Receipt Applications

Holding

Amount 341.00

Service Charge

60.00

Deputy Clerk: mavila Transaction Date 10/05/2012 12:29:36

Comments

E Coastal Bank and Trust PENSACOLA, FL, 32591-22888 PAY PAYABLE THROUGH COLUMBUS BANK AND TRUST COLUMBUS, GEORGIA REMITTER \*\*\*\*SIX THOUSAND THREE HUNDRED FIFTY-EIGHT AND 94 / 100 DOLLAR\*\*\*\* ESCAMBIA COUNTY CLERK OF COURT 190 GOVERNMENT CENTER PENSACOLA, FL 32502 OFFICIAL CHECK DATE 04/09/2013 560901086 Ð

"560901086" #361100606"

30135788"

#### **PAM CHILDERS**

CLERK OF THE CIRCUIT COURT ARCHIVES AND RECORDS CHILDSUPPORT CIRCUIT CIVIL CIRCUIT CRIMINAL COUNTY CIVIL COUNTY CRIMINAL DOMESTIC RELATIONS FAMILY LAW JURY ASSEMBLY JUVENILE MENTAL HEALTH MIS OPERATIONAL SERVICES PROBATE TRAFFIC



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

## BRANCH OFFICES ARCHIVES AND RECORDS JUVENILE DIVISION CENTURY

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

#### Case # 2010 TD 011743

**Redeemed Date** 04/09/2013

Name COASTAL BANK & TRUST 125 W ROMANA ST 4TH FLOOR PENSACOLA, FL 32502

Clerk's Total = TAXDEED	\$461.15
Due Tax Collector = TAXDEED	\$5,849.24
Postage = TD2	\$30.55
ResearcherCopies = TD6	\$18.00

#### **Apply Docket Codes**

#### • For Office Use Only

Date	Docket	Desc	Amount Owed	Amount Due	Payee Name
06/01/2010	TAXDEED	TAX DEED CERTIFICATES Receipt: 1459733 Date: 10/05/2012	341.00	0.00	
06/01/2010	TD1	TAX DEED APPLICATION Receipt: 1459733 Date: 10/05/2012	60.00	0.00	
10/16/2012	TD83	TAX COLLECTOR CERTIFICATION	0.00	0.00	
01/04/2013	TD82	O & E REPORT	0.00	0.00	
04/09/2013	TD6	TITLE RESEARCHER COPY CHARGES	18.00	18.00	
04/09/2013	TD2	POSTAGE TAX DEEDS	30.55	30.55	
04/09/2013	TAXDEED	TAXDEED Due Tax Collector	5,849.24	5,849.24	
04/09/2013	TAXDEED	TAXDEED Clerk's Total	461.15	461.15	

	FINANCIAL SUMMARY						
Rcd	Docket Application	Owed	Paid	Dismissed	Due		
1	Service Charge	\$108.55	\$60.00	\$0.00	\$48.55		
2	Holding	\$6,651.39	\$341.00	\$0.00	\$6,310.39		
	TOTAL	\$6,759.94	\$401.00	\$0.00	\$6,358.94		

#### **PAM CHILDERS**

CLERK OF THE CIRCUIT COURT ARCHIVES AND RECORDS CHILDSUPPORT CIRCUIT CIVIL CIRCUIT CRIMINAL COUNTY CIVIL COUNTY CRIMINAL DOMESTIC RELATIONS FAMILY LAW JURY ASSEMBLY JUVENILE MENTAL HEALTH MIS OPERATIONAL SERVICES PROBATE TRAFFIC



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

BRANCH OFFICES ARCHIVES AND RECORDS JUVENILE DIVISION CENTURY

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

### PAM CHILDERS, CLERK OF THE CIRCUIT COURT Tax Certificate Redeemed From Sale

Account: 150572000 Certificate Number: 011743 of 2010

Payor: COASTAL BANK & TRUST 125 W ROMANA ST 4TH FLOOR PENSACOLA, FL 32502 Date 04/09/2013

Clerk's Check # 560901086	Clerk's Total	\$461.15
Tax Collector Check # 1	Tax Collector's Total	\$5,849.24
127.1	Postage	\$30.55
	Researcher Copies	\$18.00
	Total Received	\$6,358.94

PAM CHILDERS
Clerk of the Circuit Court

Received By:\_ Deputy Clerk

Escambia County Government Complex • 221 Palafox Place Ste 110 • PENSACOLA, FLORIDA 32502 (850) 595-3793 • FAX (850) 595-4827 • http://www.clerk.co.escambia.fl.us

#### Pam Childers. Clerk of the Circuit Court of Escambia County Florida

Receipt Type Case

Outstanding Amount

0.00

Receipt Number 1497113

Receipt Date

04/09/2013

Case Number 2010 TD 011743

Description GERMAN AMERICAN CAPITAL CORP VS

Action TAX DEED REDEMPTION

Judge

Received From COASTAL BANK & TRUST

On Behalf Of GERMAN AMERICAN CAPITAL CORP

Total Received 6,358.94

Net Received 6,358.94

Change

0.00

Receipt Payments

Check

Amount Reference Description 6,358.94 560901086

Receipt Applications

Holding

Amount

6,310.39

Service Charge

48.55

Deputy Clerk:

mavila Transaction Date 04/09/2013 13:46:24

Comments

Search Property	Property Sheet	➡ Lien Holder's	R Redeem 🖹 F	orms 😽 Courtview
Redeemed From Sale	0.02		Sand Sec	



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

Tax Deed - Redemption Calculator
Account: 150572000 Certificate Number: 011743 of 2010

Redemption Yes	Application Date 09/24/2012	Interest Rate 18%
	Final Redemption Payment ESTIMATED	Redemption Overpayment ACTUAL
	Auction Date 07/01/2013	Redemption Date 04/09/2013
Months	10	7
Tax Collector	\$5,080.86	\$5,080.86
Tax Collector Interest	\$762.13	\$533.49
Tax Collector Fee	\$6.25	\$6.25
Total Tax Collector	\$5,849.24	\$5,620.60
Clerk Fee	\$60.00	\$60.00
Sheriff Fee	\$120.00	\$120.00
Legal Advertisement	\$221.00	\$221.00
App. Fee Interest	\$60.15	\$42.11
Total Clerk	\$461.15	\$443.11
Postage	\$30.55	\$30.55
Researcher Copies	\$18.00	\$18.00
Total Redemption Amount	\$6,358.94	\$6,112.26
	Repayment Overpayment Refund Amount	\$246.68 + 120 + 221 = 587.68
	synovus caled for quotes. mkj Huffman from Coastal Bank & T	Trust called for
	Submit Rese	t Print Preview

## PAM CHILDERS CLERK OF CIRCUIT COURT & COMPROLLER ESCAMBIA COUNTY, FLO

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



9000018459

**VOID AFTER 6 MONTHS** 

PAY

\*FIVE HUNDRED EIGHTY SEVEN AND 68/100

COASTAL BANK & TRUST

TO THE COASTAL BANK & TRUST ORDER 125 W ROMANA STREET OF ATTN: GINGER FRENCH PENSACOLA, FL 32502

DATE

**AMOUNT** 

04/16/2013

587.68

PIM COUNTYS, CLERK OF SOME COMPTHOLLER

#9000018459# #063100277# B9B033991356#

PAM CHILDERS
CLERK OF CIRCUIT COURT & COMPTROLLER

9000018459

 $\begin{array}{c} \underline{\text{Date}} & \underline{\text{Case Number}} \\ \underline{\text{04/16/2013}} & \underline{\text{2010 TD 011743}} \end{array}$ 

Description PAYMENT TAX DEEDS

Amount 587.68

9000018459

Check: 9000018459 04/16/2013 COASTAL BANK & TRUST

Check Amount:

587.68

PAM CHILDERS
CLERK OF CIRCUIT COURT & CONTROLLER
ESCAMBIA COUNTY, FLOR

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

Bank of America.
PENSACOLA, FLOR

63-27 631 9000018465

VOID AFTER 6 MONTHS

TEGISTIT A

PAY

\*FOUR HUNDRED FORTY THREE AND 11/100

GERMAN AMERICAN CAPITAL CORP

TO THE GERMAN AMERICAN CAPITAL CORP ORDER PO BOX 172299 OF TAMPA, FL 33672 DATE

AMOUNT

04/16/2013

443.11

PIM COLLUS, CEAK OF COMPTHOLLER

#9000018465# #063100277# 898033991356#

PAM CHILDERS
CLERK OF CIRCUIT COURT & COMPTROLLER

9000018465

<u>Date</u> <u>Case Number</u> <u>04/16/2013 2010 TD 011743</u>

Description PAYMENT TAX DEEDS

Amount 443.11

9000018465

Check: 9000018465 04/16/2013 GERMAN AMERICAN CAPITAL CORP

Check Amount:

443.11

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

Bank of America.

PENSACOLA, FLORIDA **VOID AFTER 6 MONTHS** 

PAY

\*FIFTEEN THOUSAND SIX HUNDRED SIXTY FIVE AND 17/100

JANET HOLLEY TAX COLLECTOR

DATE

**AMOUNT** 

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

04/16/2013

15,665.17

# 9000018471# # # 063100277# B9B033991356#

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

9000018471

9000018471

Case Number 04/16/2013 2010 TD 005272 Description PAYMENT TAX DEEDS

Amount 2,794.99

04/16/2013 2010 TD 006009

PAYMENT TAX DEEDS

7,249.58

04/16/2013 2010 TD 011743

PAYMENT TAX DEEDS

5,620.60

9000018471

Check: 9000018471 04/16/2013 JANET HOLLEY TAX COLLECTOR

Check Amount:

15,665.17

Dovde M. 4-16-13