

MAIL ANY NOTICE OF DEFAULT TO:
U.S. SMALL BUSINESS ADMINISTRATION
801 Tom Martin Drive, Suite 120
Birmingham, Alabama, 35211

THIS INSTRUMENT PREPARED BY AND MAIL TO:
Terry J. Miller, Attorney/Advisor
U.S. SMALL BUSINESS ADMINISTRATION
One Baltimore Place, Suite 300
Atlanta, Georgia 30308
(404)347-3771

NEWBILL, Edward M. and BROWN, Karyn L.
3627-10011 Loan No. DLH 81879340-09

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MORTGAGE (Direct)

This mortgage made and entered into this 1st day of December 2004, by and between Edward M. Newbill and Karyn L. Brown, who acquired title as Karyn Brown, husband and wife, 3135 Notre Dame, Gulf Breeze, Florida 32563 (hereinafter referred to as mortgagor) and the Administrator of the Small Business Administration, an agency of the Government of the United States of America (hereinafter referred to as mortgagee), who maintains an office and place of business at 801 Tom Martin Drive, Suite 120, Birmingham, Alabama, 35211

WITNESSETH, that for the consideration hereinafter stated, receipt of which is hereby acknowledged, the mortgagor does hereby mortgage, sell, grant, assign, and convey unto the mortgagee, his successors and assigns, all of the following described property situated and being in the County of Escambia, State of Florida:

LOTS 4&5, BLOCK 158, NEW CITY TRACT, CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA.

More commonly known as: 1207 East Lloyd Street, Pensacola, Florida, 32503

It is hereby agreed between the parties hereto, that if the mortgagor, subsequent to the date of this mortgage, conveys, contracts, or attempts to sell the above described mortgaged property in any way or manner whatsoever, while said property is mortgaged to the mortgagee, and without the written consent of the mortgagee, then and in such event the whole sum of principal and interest of the debt secured by this mortgage shall, at the option of the mortgagee, become immediately due and payable, and this mortgage may be foreclosed at once if said debt is not paid in full.

"This transaction is exempt from the Florida Intangible Tax since a governmental agency is holder of the indebtedness".

Together with and including all buildings, all fixtures including but not limited to all plumbing, heating, lighting, ventilating, refrigerating, incinerating, air conditioning apparatus, and elevators (the mortgagor hereby declaring that it is intended that the items herein enumerated shall be deemed to have been permanently installed as part of the realty), and all improvements now or hereafter existing thereon; the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, all rights of redemption, and the rents, issues, and profits of the above described property (provided, however, that the mortgagor shall be entitled to the possession of said property and to collect and retain the rents, issues, and profits until default hereunder). To have and to hold the same unto the mortgagee and the successors in interest of the mortgagee forever in fee simple or such other estate, if any, as is stated herein.

The mortgagor covenants that he is lawfully seized and possessed of and has the right to sell and convey said property; that the same is free from all encumbrances except as hereinabove recited; and that he hereby binds himself and his successors in interest to warrant and defend the title aforesaid thereto and every part thereof against the claims of all persons whomsoever.

This instrument is given to secure the payment of a promissory note dated December 1, 2004 in the principal sum of \$5,600.00 and maturing on December 1, 2034.

1. The mortgagor covenants and agrees as follows:

- a. He will promptly pay the indebtedness evidenced by said promissory note at the times and in the manner therein provided.
- b. He will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the said mortgagee.
- c. He will pay such expenses and fees as may be incurred in the protection and maintenance of said property, including the fees of any attorney employed by the mortgagee for the collection of any or all of the indebtedness hereby secured, or for foreclosure by mortgagee's sale, or court proceedings, or in any other litigation or proceeding affecting said premises. Attorneys' fees reasonably incurred in any other way shall be paid by the mortgagor.
- d. For better security of the indebtedness hereby secured, upon the request of the mortgagee, its successors or assigns, he shall execute and deliver a supplemental mortgage or mortgages covering any additions, improvements, or betterments made to the property hereinabove described and all property acquired by it after the date hereof (all in form satisfactory to mortgagee). Furthermore, should mortgagor fail to cure any default in the payment of a prior or inferior encumbrance on the property described by this instrument, mortgagor hereby agrees to permit mortgagee to cure such default, but mortgagee is not obligated to do so; and such advances shall become part of the indebtedness secured by this instrument, subject to the same terms and conditions.
- e. The rights created by this conveyance shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness evidenced by said promissory note or any part thereof secured hereby.
- f. He will continuously maintain hazard insurance, of such type or types and in such amounts as the mortgagee may from time to time require on the improvements now or hereafter on said property, and will pay promptly when due any premiums therefor. All insurance shall be carried in companies acceptable to mortgagee and the policies and renewals thereof shall be held by mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the mortgagee. In event of loss, mortgagor will give immediate notice in writing to mortgagee, and mortgagee may make proof of loss if not made promptly by mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to mortgagee instead of to mortgagor and mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged or destroyed. In event of foreclosure of this mortgage, or other transfer of title to said property in extinguishment of the indebtedness secured hereby, all right, title, and interest of the mortgagor in and to any insurance policies then in force shall pass to the purchaser or mortgagee or, at the option of the mortgagee, may be surrendered for a refund.
- g. He will keep all buildings and other improvements on said property in good repair and condition; will permit, commit, or suffer no waste, impairment, deterioration of said property or any part thereof; in the event of failure of the mortgagor to keep the buildings on said premises and those erected on said premises, or improvements thereon, in good repair, the mortgagee may make such repairs as in its discretion it may deem necessary for the proper preservation thereof; and the full amount of each and every such payment shall be immediately due and payable and shall be secured by the lien of this mortgage.
- h. He will not voluntarily create or permit to be created against the property subject to this mortgage any lien or liens inferior or superior to the lien of this mortgage without the written consent of the mortgagee; and further, he will keep and maintain the same free from the claim of all persons supplying labor or materials for construction of any and all buildings or improvements now being erected or to be erected on said premises.
- i. He will not rent or assign any part of the rent of said mortgaged property or demolish, or remove, or substantially alter any building without the written consent of the mortgagee.
- j. All awards of damages in connection with any condemnation for public use of or injury to any of the property subject to this mortgage are hereby assigned and shall be paid to mortgagee, who may apply the same to payment of the installments last due under said note, and mortgagee is hereby authorized, in the name of the mortgagor, to execute and deliver valid acquittances thereof and to appeal from any such award.
- k. The mortgagee shall have the right to inspect the mortgaged premises at any reasonable time.
2. Default in any of the covenants or conditions of this instrument or of the note or loan agreement secured hereby shall terminate the mortgagor's right to possession, use, and enjoyment of the property, at the option of the mortgagee or his assigns (it being agreed that the mortgagor shall have such right until default). Upon any such default, the mortgagee shall become the owner

MAIL ANY NOTICE OF DEFAULT TO:
U.S. SMALL BUSINESS ADMINISTRATION
2120 Riverfront Drive Suite 100
Little Rock, Arkansas, 72202

THIS INSTRUMENT PREPARED BY AND MAIL TO:
Terry J. Miller, Attorney/Advisor
U.S. SMALL BUSINESS ADMINISTRATION
One Baltimore Place, Suite 300
Atlanta, Georgia 30308
(404)347-3771

NEWBILL, Edward M. and BROWN, Karyn L.
3627-10007 Loan No. DLB 81879540-04

OR BK 5561 PG0896
Escambia County, Florida
INSTRUMENT 2005-324710

NTG DOC STAMPS PD & ESC CO \$ 70.35
01/19/05 ERNIE LEE MAGAHA, CLERK

This document exempt from
Class "C" Intangible Tax
Ernie Lee Magaha, Clerk

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MORTGAGE (Direct)

This mortgage made and entered into this 1st day of December 2004, by and between Edward M. Newbill and Karyn L. Brown, who acquired title as Karyn Brown, husband and wife, 3135 Notre Dame Drive, Gulf Breeze, Florida 32563 (hereinafter referred to as mortgagor) and the Administrator of the Small Business Administration, an agency of the Government of the United States of America (hereinafter referred to as mortgagee), who maintains an office and place of business at 2120 Riverfront Drive Suite 100, Little Rock, Arkansas, 72202

WITNESSETH, that for the consideration hereinafter stated, receipt of which is hereby acknowledged, the mortgagor does hereby mortgage, sell, grant, assign, and convey unto the mortgagee, his successors and assigns, all of the following described property situated and being in the County of Escambia, State of Florida:

LOTS 4& 5, BLOCK 158, NEW CITY TRACT, CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA.

More commonly known as: 1207 East Lloyd Street, Pensacola, Florida, 32503

It is hereby agreed between the parties hereto, that if the mortgagor, subsequent to the date of this mortgage, conveys, contracts, or attempts to sell the above described mortgaged property in any way or manner whatsoever, while said property is mortgaged to the mortgagee, and without the written consent of the mortgagee, then and in such event the whole sum of principal and interest of the debt secured by this mortgage shall, at the option of the mortgagee, become immediately due and payable, and this mortgage may be foreclosed at once if said debt is not paid in full.

"This transaction is exempt from the Florida Intangible Tax since a governmental agency is holder of the indebtedness".

Together with and including all buildings, all fixtures including but not limited to all plumbing, heating, lighting, ventilating, refrigerating, incinerating, air conditioning apparatus, and elevators (the mortgagor hereby declaring that it is intended that the items herein enumerated shall be deemed to have been permanently installed as part of the realty), and all improvements now or hereafter existing thereon; the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, all rights of redemption, and the rents, issues, and profits of the above described property (provided, however, that the mortgagor shall be entitled to the possession of said property and to collect and retain the rents, issues, and profits until default hereunder). To have and to hold the same unto the mortgagee and the successors in interest of the mortgagee forever in fee simple or such other estate, if any, as is stated herein.

The mortgagor covenants that he is lawfully seized and possessed of and has the right to sell and convey said property; that the same is free from all encumbrances except as hereinabove recited; and that he hereby binds himself and his successors in interest to warrant and defend the title aforesaid thereto and every part thereof against the claims of all persons whomsoever.

This instrument is given to secure the payment of a promissory note dated December 1, 2004 in the principal sum of \$20,100.00 and maturing on December 1, 2034.

1. The mortgagor covenants and agrees as follows:

11200
5400
9400
9000

WHEN RECORDED MAIL TO:

AmSouth Bank
Attn: Laura Banks
P.O. Box 830721
Birmingham, AL 35283

OR BK 4416 PG1227
Escambia County, Florida
INSTRUMENT 99-612364

MTG DOC STAMPS RD @ ESC CO \$ 112.00
05/27/99 ERNIE LEE MAGANA, CLERK
By: *[Signature]*

INTANGIBLE TAX PD @ ESC CO \$ 64.00
05/27/99 ERNIE LEE MAGANA, CLERK
By: *[Signature]*

This Mortgage prepared by:

Name: KRISTY RANSOM
Company: AmSouth Bank
Address: 400 Gulf Breeze Parkway, Gulf Breeze, FL 32561

MORTGAGE

FOR USE WITH SECURED REVOLVING CREDIT AGREEMENT

NOTICE: This Mortgage secures an obligation due under a Revolving Credit Agreement and any balance due is subject to periodic change; however, in no event will the amount secured exceed the maximum due specified in the Indebtedness paragraph below.

THIS MORTGAGE IS DATED MAY 4, 1999, between EDWARD M. NEWBILL and KARYN BROWN, BOTH UNMARRIED, whose address is 3135 NOTRE DAME DR, GULF BREEZE, FL 32561 (referred to below as "Grantor"); and AmSouth Bank, whose address is 400 Gulf Breeze Parkway, Gulf Breeze, FL 32561 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, located in **ESCAMBIA County, State of Florida (the "Real Property")**:

LOTS 4 & 5, BLOCK 158, NEW CITY TRACT, CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA.

The Real Property or its address is commonly known as 3135 NOTRE DAME DR, GULF BREEZE, FL 32561.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

DEFINITIONS. The following words shall have the following meanings when used in this Mortgage. Terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code. All references to dollar amounts shall mean amounts in lawful money of the United States of America.

Credit Agreement. The words "Credit Agreement" mean the revolving line of credit agreement dated May 4, 1999, between Lender and Grantor with a credit limit of **\$32,000.00**, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the Credit Agreement.

Grantor. The word "Grantor" means **EDWARD M. NEWBILL and KARYN BROWN**. The Grantor is the mortgagor under this Mortgage.

Guarantor. The word "Guarantor" means and includes without limitation each and all of the guarantors, sureties, and accommodation parties in connection with the Indebtedness.

Improvements. The word "Improvements" means and includes without limitation all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal and interest payable under the Credit Agreement and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to enforce obligations of Grantor under this Mortgage together with interest on such amounts as provided in this Mortgage and any and all other present or future, direct or contingent liabilities or indebtedness of any person who signs the Credit Agreement to the Lender of any nature whatsoever, whether classified as secured or unsecured, except that the word "Indebtedness" shall not include any debt subject to the disclosure requirements of the Federal Truth-in-Lending Act if, at the time such debt is incurred, any legally required disclosure of the lien afforded hereby with respect to such debt shall not have been made. Specifically, without limitation, this Mortgage secures a revolving line of credit under which, upon request by Grantor, Lender, within twenty (20) years from the date of this Mortgage, may make future advances to Grantor. Such future advances, together with interest thereon, are secured by this Mortgage. At no time shall the principal amount of the indebtedness, not including sums advanced in accordance with this Mortgage to protect the security of the lien of this Mortgage, exceed the maximum sum of **\$32,000.00**. Such advances may be made, repaid, and remade from time to time, subject to the limitation that the total outstanding balance owing at any one time, not including finance charges on such balance at a fixed or variable rate or sum as provided in the Credit Agreement, any temporary overages, other charges, and any amounts expended or advanced as provided in this paragraph, shall not exceed the Credit Limit as provided in the Credit Agreement. It is the intention of Grantor and Lender that this Mortgage secures the balance outstanding under the Credit Agreement from time to time from zero up to the Credit Limit as provided above and any intermediate balance. The total amount of indebtedness secured by this Mortgage may decrease or increase from time to time, but the maximum amount of principal indebtedness which may be outstanding at any one time shall not exceed **\$32,000.00**, plus interest, and amounts expended or advanced by Lender for the payment of taxes, levies or insurance on the Property, and interest on such amounts.

Lender. The word "Lender" means AmSouth Bank, its successors and assigns. The Lender is the mortgagee under this Mortgage.

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender, and includes without limitation all assignments and security interest provisions relating to the Personal Property and Rents.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the property, interests and rights described above in the "Grant of Mortgage" section.



Related Documents. The words "Related Documents" mean and include without limitation all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS

9. Final Judgment is entered on Defendant(s): EDWARD M. NEWBILL, KARYN L. BROWN, U.S. SMALL BUSINESS ADMINISTRATION, UNKNOWN SPOUSE OF EDWARD M. NEWBILL and UNKNOWN SPOUSE OF KARYN L. BROWN.

ORDERED June 3 at PENSACOLA, Escambia COUNTY, Florida, on 3, 2013

 Judge 

6/12/13 MM

GREENSPOON MARDER, P.A.
100 WEST CYPRESS CREEK ROAD, SUITE 700
FORT LAUDERDALE, FL 33309

EDWARD M. NEWBILL
1207 EAST LLOYD ST
PENSACOLA, FL 32503

EDWARD M. NEWBILL
3135 NOTRE DAME DR
GULF BREEZE, FL 32561

KARYN L. BROWN
3135 NOTRE DAME DR
GULF BREEZE, FL 32561

U.S. SMALL BUSINESS ADMINISTRATION
C/O UNITED STATES ATTORNEY
111 NORTH ADAMS STREET, 4TH FLOOR
TALLAHASSEE, FL 32301
timothy.treanor@sba.gov

UNKNOWN SPOUSE OF EDWARD M. NEWBILL
3135 NOTRE DAME DR
GULF BREEZE, FL 32561

UNKNOWN SPOUSE OF KARYN L. BROWN
3135 NOTRE DAME DR
GULF BREEZE, FL 32561

CURRENT TENANTS
3135 NOTRE DAME DR
GULF BREEZE, FL 32561

LATER THAN 60 DAYS AFTER THE SALE. IF YOU FAIL TO FILE A CLAIM, YOU WILL NOT BE ENTITLED TO ANY REMAINING FUNDS.

IF YOU ARE THE PROPERTY OWNER, YOU MAY CLAIM THESE FUNDS YOURSELF. YOU ARE NOT REQUIRED TO HAVE A LAWYER OR ANY OTHER REPRESENTATION AND YOU DO NOT HAVE TO ASSIGN YOUR RIGHTS TO ANYONE ELSE IN ORDER FOR YOU TO CLAIM ANY MONEY TO WHICH YOU ARE ENTITLED. PLEASE CHECK WITH THE CLERK OF THE COURT, 190 GOVERNMENTAL CENTER, PENSACOLA, FL 32501, 850-595-4310 WITHIN 10 DAYS AFTER THE SALE TO SEE IF THERE IS ADDITIONAL MONEY FROM THE FORECLOSURE SALE THAT THE CLERK HAS IN THE REGISTRY OF THE COURT.

IF YOU DECIDE TO SELL YOUR HOME OR HIRE SOMEONE TO HELP YOU CLAIM THE ADDITIONAL MONEY, YOU SHOULD READ VERY CAREFULLY ALL PAPERS YOU ARE REQUIRED TO SIGN, ASK SOMEONE ELSE, PREFERABLY AN ATTORNEY WHO IS NOT RELATED TO THE PERSON OFFERING TO HELP YOU, TO MAKE SURE THAT YOU UNDERSTAND WHAT YOU ARE SIGNING AND THAT YOU ARE NOT TRANSFERRING YOUR PROPERTY OR THE EQUITY IN YOUR PROPERTY WITHOUT THE PROPER INFORMATION. IF YOU CANNOT AFFORD TO PAY AN ATTORNEY, YOU MAY CONTACT LEGAL SERVICES OF NORTH FLORIDA, INC. 118 SOUTH BAYLEN STREET, PENSACOLA, FL 32501 850-432-8222 TO SEE IF YOU QUALIFY FINANCIALLY FOR THEIR SERVICES. IF THEY CANNOT ASSIST YOU, THEY MAY BE ABLE TO REFER YOU TO A LOCAL BAR REFERRAL AGENCY OR SUGGEST OTHER OPTIONS. IF YOU CHOOSE TO CONTACT LEGAL SERVICES OF NORTH FLORIDA, INC. 118 SOUTH BAYLEN STREET, PENSACOLA, FL, 32501 850-432-8222 FOR ASSISTANCE, YOU SHOULD DO SO AS SOON AS POSSIBLE AFTER RECEIPT OF THIS NOTICE.

ADDITIONAL PROVISIONS

7. Assignment of Bid. If the Plaintiff is the successful bidder at the sale, the 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 the Plaintiff's assignee upon application of the Plaintiff and without further Order of this Court.

8. Plaintiff shall comply with Title VII of s. 896, Pub. L. No. 111-22, 701-704 (2009), "Protecting Tenants at Foreclosure Act of 2009."

The grand total that shall bear interest at the rate of 4.75% per annum.

1. Plaintiff holds a lien for the total sum superior to all claims or estates of defendant(s), on the following described property in Escambia County, Florida:

**LOTS 4 AND 5, BLOCK 158, NEW CITY TRACT, CITY OF
PENSACOLA, ESCAMBIA COUNTY, FLORIDA
Property Address: 3135 Notre Dame Dr, Gulf Breeze, FL 32561**

2. If the total sum with interest at the rate described in paragraph 1 and all costs accrued subsequent to this judgment are not paid, the clerk of this court shall sell the property at public sale on to the highest bidder for cash, on July 10, 2013, in accordance with section 45.031, Florida Statutes, using the following:

☐ At WWW.ESCAMBIA.REALFORECLOSE.COM, beginning at 11:00 AM C.S.T. on the prescribed date.

☒ By electronic sale beginning at 11:00 AM C.S.T. on the prescribed date at WWW.ESCAMBIA.REALFORECLOSE.COM

3. 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 sale, provided, however, that the purchase of the property for sale shall be responsible for the documentary stamps payable on the certificate of title. If plaintiff is the purchaser, the clerk shall credit plaintiff's bid with the total sum with interest and costs accruing subsequent to this judgment, or such part of it, as is necessary to pay the bid in full.

4. On filing the certificate of title the clerk shall 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 attorneys' fees; fourth, the total sum due to plaintiff, less the items paid, plus interest at the rate prescribed in paragraph 1 from this date to the date of the sale; and by retaining any remaining amount pending the further order of this court.

5. On filing the certificate of sale, defendant(s) and all persons claiming under or against defendant(s) since the filing of the notice of lis pendens shall be foreclosed of all estate or claim in the property, except as to claims or rights under chapter 718 or chapter 720, Florida Statutes, if any. Upon the filing of the certificate of title, the person named on the certificate of title shall be let into possession of the property.

6. Jurisdiction of this action is retained to enter further orders that are proper including, without limitation, a deficiency judgment.

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 THE 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

IN THE CIRCUIT COURT OF THE 1ST
JUDICIAL CIRCUIT IN AND FOR
ESCAMBIA COUNTY, FLORIDA
CIVIL DIVISION

CASE NO: 17-2010-CA-003475

REGIONS BANK SUCCESSOR BY MERGER TO AMSOUTH BANK

Plaintiff,

vs.

NEWBILL, EDWARD M. et. al.,

Defendants.

FINAL JUDGMENT OF FORECLOSURE

This action was tried before the court. On the evidence presented

IT IS ADJUDGED that:

Plaintiff, REGIONS BANK SUCCESSOR BY MERGER TO AMSOUTH BANK, whose
address is 1900 FIFTH AVENUE NORTH, BIRMINGHAM, AL 35203, JEFFERSON
COUNTY, is due:

Principal	\$62,324.69
Interest 06/03/2010 through 09/14/2012	\$5,305.24
Interest 09/15/2012 through 06/03/2013 at \$6.1065 per diem	\$1,599.90
Title search expense	\$205.00
Pre-Acceleration Late Charges	\$345.93
Broker's Price Opinion/Appraisals	\$320.00

Attorneys' fees

Finding as to reasonable number of hours:

Finding as to reasonable hourly rate:

Other*:

(* The requested attorney's fee is a flat rate fee that the firm's client has agreed to pay in this matter. Given the amount of the fee requested and the labor expended, the Court finds that a lodestar analysis is not necessary and that the flat fee is reasonable.)

Attorneys' fees total	\$1,300.00
Court costs now taxed	
Clerk Filing Fee	\$983.00
Process Server Fees	\$801.50
Publication Cost/Fee	\$301.25
Subtotal	\$73,486.51
TOTAL	<u>\$73,486.51</u>

PAM CHILDERS
CLERK OF CIRCUIT COURT
ESCAMBIA COUNTY, FL
2013 JUN - 4 P 3:43
CIVIL DIVISION
FILED & RECORDED

FILE NO. 20-11449
DATE 5/25/90
TIME 10:25
COUNTY OF Escambia

WARRANTY DEED

Tax ID # 14-1231-000

Prepared by & return for C. Gibson
SHERIFF TERRY OF ESCAMBIA
7200 E. 9th Avenue, A-4
Pensacola, Florida 32504

2862N 780

KNOW ALL MEN BY THESE PRESENTS: That

Robin J. Doyle and Dina J. Doyle, husband and wife

for and in consideration of Ten Dollars (\$10.00) and other good and valuable considerations the receipt of which is hereby acknowledged has

hereby sold, conveyed and granted unto

Edward M. Norbill, a single man

Address: 2 972 Grand Canal Gulf Breeze, Florida 32561

grantor's heirs, executors, administrators and assigns, forever, the following described property, situate, lying and being in the County of
Escambia, State of Florida, to wit:

Lots 4 & 5, Block 158, NEW CITY TRACT, City of Pensacola,
Escambia County, Florida.

D. S. PD. 52.25
DATE 5/30/90
J.C.E. A. FLOWERS, COMPTROLLER
BY: B. Baker D.C.
CERT. REG. #59-2043328-27-01

FILED AND RECORDED IN
THE PUBLIC RECORDS OF
ESCAMBIA COUNTY, FLA.
MAY 30 11 59 AM 1990
801669

Subject to taxes for current year and to valid easements and restrictions of record affecting the above property, if any, which are not hereby reimposed. Subject also to oil, gas and mineral reservations of record.

Said grantor does fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever.

*Wherever used herein, the term "grantee/grantor" shall include the heirs, personal representatives, successors and/or assigns of the respective parties hereto, the use of singular member shall include the plural, and the plural the singular, the use of any gender shall include the genders.

IN WITNESS WHEREOF, grantor has hereunto set grantor's hand and seal on May 28, 1990

Signed, sealed and delivered
in the presence of

Arthur P. Martin
Jay A. Smith

Robin J. Doyle (SEAL)
Dina J. Doyle (SEAL)

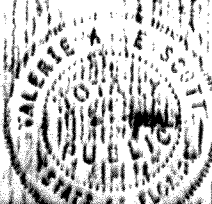
STATE OF Florida
COUNTY OF

Before me the subscriber personally appeared Robin J. Doyle and Dina J. Doyle

known to me, and known to me to be the individual described by said name in and who executed the foregoing instrument and acknowledged that, as grantor, executed the same for the uses and purposes therein set forth.

Given under my hand and seal on May 28, 1990

CLERK FILE NO



Valerie Ann Scott
Notary Public
NOTARY PUBLIC STATE OF FLORIDA
My Commission Expires May 14, 1992
BUREAU OF REVENUE, H&C, L&B

SOUTHERN GUARANTY TITLE COMPANY

4400 BAYOU BLVD., SUITE 13-B, CORDOVA SQUARE

PENSACOLA, FLORIDA 32503

TEL. (850) 478-8121 FAX (850) 476-1437

Email: rcsgr@aol.com

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

CERTIFICATION: TITLE SEARCH FOR TDA

TAX DEED SALE DATE: 12-2-2013

TAX ACCOUNT NO.: 14-1281-000

CERTIFICATE NO.: 2011-10941

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 2012 tax year.

Edward M. Newbill
1207 E. Lloyd St.
Pensacola, FL 32503

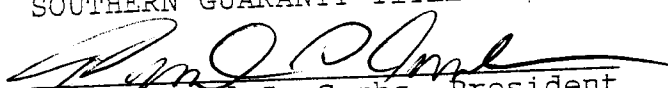
Edward M. Newbill
Karyn L. Brown
3135 Notre Dame Dr.
Gulf Breeze, FL 32561

Regions Bank successor by merger
to AmSouth Bank
c/o Jared Ross, Esq.
Greenspoon Marder, P.A.
100 West Cypress Creek Rd., Ste 700
Ft. Lauderdale, FL 33309

U.S. Small Business Administration
c/o U.S. Attorney
111 N. Adams St., 4th Floor
Tallahassee, FL 32301

Certified and delivered to Escambia County Tax Collector,
this 22nd day of July, 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.

**OWNERSHIP AND ENCUMBRANCE REPORT
CONTINUATION PAGE**

File No.: 10497

July 22, 2013

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

1. Mortgage executed by Edward M. Newbill and Karyn L. Brown to Regions Bank successor by merger to AmSouth Bank, dated 05/04/1999 and recorded in Official Record Book 4416 on page 1227 of the public records of Escambia County, Florida. given to secure the original principal sum of \$32,000.00. Mortgage Modification recorded in O.R. Book 4672, page 566.
2. Mortgage executed by Edward M. Newbill and Karyn L. Brown to U.S. Small Business Administration, dated 12/01/2004 and recorded in Official Record Book 5561 on page 896 of the public records of Escambia County, Florida. given to secure the original principal sum of \$20,100.00.
3. Mortgage executed by Edward M. Newbill and Karyn L. Brown to U.S. Small Business Administration, dated 12/01/2004 and recorded in Official Record Book 5566 on page 1384 of the public records of Escambia County, Florida. given to secure the original principal sum of \$5,600.00.
4. Foreclosure Judgment filed by Regions Bank successor by merger to AmSouth Bank recorded in O.R. Book 7030, page 671. NOTE: Certificate of Title not issued as of 07-19-1993.
5. Taxes for the year 2010-2012 delinquent. The assessed value is \$106,383.00. Tax ID 14-1281-000.

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.: 10497

July 22, 2013

Lot 4 and 5, Block 158, New City Tract, City of Pensacola, Escambia County, Florida

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.: 10497

July 22, 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 07-19-1993, through 07-19-2013, and said search reveals the following:

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

Edward M. Newbill

2. The land covered by this Report is:

LEGAL DESCRIPTION IS ATTACHED HERETO AND MADE A PART HEREOF

3. The following unsatisfied mortgages, liens and judgments affecting the land covered by this Report appear of record:

SEE CONTINUATION PAGE ATTACHED HERETO AND MADE A PART HEREOF

4. Taxes:

SEE CONTINUATION PAGE ATTACHED HERETO AND MADE A PART HEREOF

The foregoing report is prepared and furnished for information only, is not intended to constitute or imply any opinion, warranty, guaranty, insurance, or similar assurance as to the status of title, and no determination has been made of the authenticity of any instrument described or referred to herein. The name search for the purposes of determining applicable judgments and liens is limited to the apparent record owner(s) shown herein. No attempt has been made to determine whether the land is subject to liens or assessments which are not shown as existing liens by the public records. The Company's liability hereunder shall not exceed the cost of this Report, or \$1,000.00 whichever is less.

THIS REPORT SHALL NOT BE USED FOR THE ISSUANCE OF TITLE INSURANCE.

Southern Guaranty Title Company

By: 

July 22, 2013

Notice to Tax Collector of Application for Tax Deed

TO: Tax Collector of Escambia County

In accordance with Florida Statutes, I,

**TRC-SPE LLC US BANK, CUSTODIAN FOR TRC-SPE
50 SOUTH 16TH STREET SUITE 195
PHILADELPHIA, Pennsylvania, 19102**

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
10941.0000	14-1281-000	06/01/2011	00-0S0-090 LTS 4 5 BLK 158 NEW CITY TRACT OR 2862 P 780 CA 49

2012 TAX ROLL

NEWBILL EDWARD M
1207 E LLOYD ST
PENSACOLA , Florida 32503

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.

trcspellc (Dan Friedman)
Applicant's Signature

07/08/2013
Date

TAX COLLECTOR'S CERTIFICATION

Application
Date / Number
Jul 8, 2013 / 130294

This is to certify that the holder listed below of Tax Sale Certificate Number **2011 / 10941.0000**, issued the **1st** day of **June, 2011**, and which encumbers the following described property located in the County of Escambia, State of Florida to wit: **Parcel ID Number: 14-1281-000**

Certificate Holder:

TRC-SPE LLC US BANK, CUSTODIAN FOR TRC-SPE
50 SOUTH 16TH STREET SUITE 195
PHILADELPHIA, PENNSYLVANIA 19102

Property Owner:

NEWBILL EDWARD M
1207 E LLOYD ST
PENSACOLA, FLORIDA 32503

Legal Description: 00-0S0-090

LTS 4 5 BLK 158 NEW CITY TRACT OR 2862 P 780 CA 49

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
2011	10941.0000	06/01/11	\$2,450.46	\$0.00	\$122.52	\$2,572.98

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
2013	9458.0000	06/01/13	\$1,438.21	\$6.25	\$71.91	\$1,516.37
2012	10373.0000	06/01/12	\$2,313.19	\$6.25	\$115.66	\$2,435.10

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
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

\$6,524.45
\$0.00
\$150.00
\$75.00
\$6,749.45
\$6,749.45
\$53,191.50
\$6.25

*Done this 8th day of July, 2013

TAX COLLECTOR, ESCAMBIA COUNTY, FLORIDA

By Brief

Date of Sale: December 9, 2013

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

WARNING

THERE ARE UNPAID TAXES ON PROPERTY WHICH YOU OWN OR IN WHICH YOU HAVE A LEGAL INTEREST. THE PROPERTY WILL BE SOLD AT PUBLIC AUCTION ON September 3, 2013, UNLESS THE TAXES ARE PAID. SHOULD YOU NEED FURTHER INFORMATION CONTACT THE CLERK OF THE CIRCUIT COURT IMMEDIATELY AT THE COUNTY COURTHOUSE IN PENSACOLA, FLORIDA, OR CALL 850-595-3793.

NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That HMF FL G, LLC AND CAPITAL ONE holder of Tax Certificate No. 09865, issued the 1st day of June, A.D., 2011 has filed same in my office and has made application for a tax deed to be issued thereon. Said certificate embraces the following described property in the County of Escambia, State of Florida, to wit:

LOT 3 BLK D OR 1476 P 880 OR 1820 P 1/2 QUINTETTE ACRES PB 6 P 68 OR 4210 P 970

SECTION 34, TOWNSHIP 2 N, RANGE 31 W

TAX ACCOUNT NUMBER 120577810 (13-662)

The assessment of the said property under the said certificate issued was in the name of

GWENDOLYN S ABNER NKA GWENDOLYN L SHOEMO

Unless said certificate shall be redeemed according to law, the property described therein will be sold to the highest bidder at the courthouse door at 9:00 A.M. on the first Tuesday in the month of September, which is the 3rd day of September 2013.

Dated this 1st day of August 2013.

In accordance with the AMERICANS WITH DISABILITIES ACT, if you are a person with a disability who needs special accommodation in order to participate in this proceeding you are entitled to the provision of certain assistance. Please contact Maryline Avila not later than seven days prior to the proceeding at Escambia County Government Complex, 221 Palafox Place Ste 110, Pensacola FL 32502. Telephone: 850-595-3793.

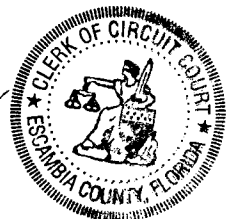
PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

Post Property:

2204 WELCOME CIR 32533

By:

Heather Mahoney
Deputy Clerk



WARNING

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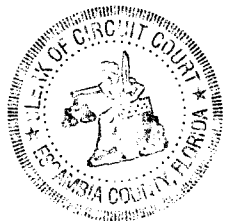
Personal Services:

**GWENDOLYN S ABNER NKA
GWENDOLYN L SHOEMO
2204 WELCOME CIR
CANTONMENT, FL 32533**

PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

By:

Heather Mahoney
Heather Mahoney
Deputy Clerk



WARNING

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LOT 3 BLK D OR 1476 P 880 OR 1820 P 1/2 QUINTETTE ACRES PB 6 P 68 OR 4210 P 970

SECTION 34, TOWNSHIP 2 N, RANGE 31 W

TAX ACCOUNT NUMBER 120577810 (13-662)

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GWENDOLYN S ABNER NKA GWENDOLYN L SHOEMO

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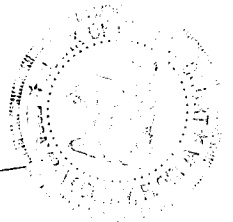
Dated this 1st day of August 2013.

In accordance with the AMERICANS WITH DISABILITIES ACT, if you are a person with a disability who needs special accommodation in order to participate in this proceeding you are entitled to the provision of certain assistance. Please contact Maryline Avila not later than seven days prior to the proceeding at Escambia County Government Complex, 221 Palafox Place Ste 110, Pensacola FL 32502. Telephone: 850-595-3793.

PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

By: 

Heather Mahoney
Deputy Clerk



**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

**CERTIFICATE OF NOTICE OF MAILING
NOTICE OF APPLICATION FOR TAX DEED**


CERTIFICATE # 09865 of 2011

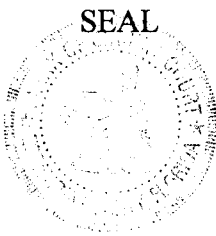
I, PAM CHILDERS, CLERK OF THE CIRCUIT COURT OF ESCAMBIA COUNTY, FLORIDA, do hereby certify that I did on August 1, 2013, mail a copy of the foregoing Notice of Application for Tax Deed, addressed to:

GWENDOLYN S ABNER NKA GWENDOLYN L SHOEMO 2204 WELCOME CIR CANTONMENT, FL 32533		ARROW FINANCIAL SERVICES LLC 5996 W TOUHY AVE NILES, IL 70714	
CAPITAL ONE BANK(USA)N.A. 6851 JERICHO TURNPIKE, STE 190 SYOSSET, NY 11791		CAPITAL ONE BANK 2001 MAYWILL ST RICHMOND, VA 23230	
ESCAMBIA COUNTY 223 PALAFOX PLACE PENSACOLA FL 32502		NEIGHBORHOOD ENTERPRISES PO BOX 18178 PENSACOLA, FL 32523	

WITNESS my official seal this 1st day of August 2013.

**PAM CHILDERS
CLERK OF THE CIRCUIT COURT**

BY: 
Heather Mahoney
Deputy Clerk



Search Property
 Property Sheet
 Lien Holder's
 Sold To
 Redeem
 Forms
 Courtview
 Benchmark



PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

Tax Deed - Redemption Calculator

Account: 141281000 Certificate Number: 010941 of 2011

Redemption	<input type="button" value="No"/>	Application Date	<input type="text" value="07/08/2013"/>	Interest Rate	<input type="text" value="18%"/>
Final Redemption Payment ESTIMATED			Redemption Overpayment ACTUAL		
Auction Date <input type="text" value="12/09/2013"/>			Redemption Date <input type="text" value="12/09/2013"/>		
Months	<input type="text" value="5"/>				
Tax Collector	<input type="text" value="\$6,749.45"/>	<input type="text" value="\$0.00"/>			
Tax Collector Interest	<input type="text" value="\$506.21"/>	<input type="text" value="\$0.00"/>			
Tax Collector Fee	<input type="text" value="\$6.25"/>	<input type="text" value="\$0.00"/>			
Total Tax Collector	<input type="text" value="\$7,261.91"/>	<input type="text" value="\$0.00"/>			
Clerk Fee	<input type="text" value="\$130.00"/>	<input type="text" value="\$0.00"/>			
Sheriff Fee	<input type="text" value="\$120.00"/>	<input type="text" value="\$0.00"/>			
Legal Advertisement	<input type="text" value="\$221.00"/>	<input type="text" value="\$0.00"/>			
App. Fee Interest	<input type="text" value="\$35.33"/>	<input type="text" value="\$0.00"/>			
Total Clerk	<input type="text" value="\$506.33"/>	<input type="text" value="\$0.00"/>			
Postage	<input type="text" value="\$24.44"/>	<input type="text" value="\$0.00"/>			
Researcher Copies	<input type="text" value="\$11.00"/>	<input type="text" value="\$0.00"/>			
Total Redemption Amount	<input type="text" value="\$7,803.68"/>	<input type="text" value="\$0.00"/>			
Repayment Overpayment Refund Amount			<input type="text" value="\$7,803.68"/>		

Notes

<http://193.0.10.21/taxdeedBM/RedeemCalc.asp?iID=5913>

7/30/2013

Please send any refund
to Regions Bank
Consumer Collections

NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES

BUSINESS REPLY MAIL

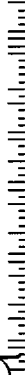
FIRST-CLASS MAIL PERMIT NO. 195 BIRMINGHAM, AL

POSTAGE WILL BE PAID BY ADDRESSEE



REGIONS CONSUMER COLLECTIONS
DRAWER 550
PO BOX 11407
BIRMINGHAM AL 35282-8651

Attn: Louise Pruitt



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

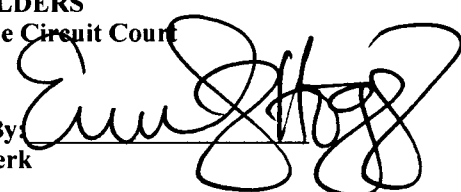
PAM CHILDERS, CLERK OF THE CIRCUIT COURT
Tax Certificate Redeemed From Sale
Account: 141281000 Certificate Number: 010941 of 2011

Payor: REGIONS BANK CONSUMER COLLECTIONS DRAWER 550 PO BOX 11407
BIRMINGHAM AL 35282 Date 08/02/2013

Clerk's Check # 8000094436
 Tax Collector Check # 1

Clerk's Total \$506.33
 Tax Collector's Total \$7,261.91
 Postage \$24.44
 Researcher Copies \$11.00
 Total Received \$7,803.68

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
 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 # 2011 TD 010941
 Redeemed Date 08/02/2013**

Name REGIONS BANK CONSUMER COLLECTIONS DRAWER 550 PO BOX 11407 BIRMINGHAM AL
 35282

Clerk's Total = TAXDEED	\$506.33
Due Tax Collector = TAXDEED	\$7,261.91
Postage = TD2	\$24.44
ResearcherCopies = TD6	\$11.00

• For Office Use Only

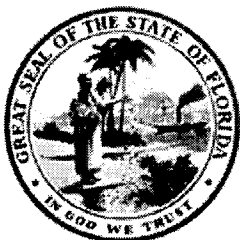
Date	Docket	Desc	Amount Owed	Amount Due	Payee Name
------	--------	------	-------------	------------	------------

FINANCIAL SUMMARY

No Information Available - See Dockets

Search Property
 Property Sheet
 Lien Holder's
 Redeem
 Forms
 Courtview
 Benchmark

Redeemed From Sale



PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

Tax Deed - Redemption Calculator

Account: 141281000 Certificate Number: 010941 of 2011

Redemption	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Application Date	<input type="text" value="07/08/2013"/>	Interest Rate	<input type="text" value="18%"/>
Final Redemption Payment ESTIMATED			Redemption Overpayment ACTUAL		
Auction Date			<input type="text" value="12/09/2013"/>	Redemption Date	<input type="text" value="08/02/2013"/>
Months	<input type="text" value="5"/>		<input type="text" value="1"/>		
Tax Collector	<input type="text" value="\$6,749.45"/>		<input type="text" value="\$6,749.45"/>		
Tax Collector Interest	<input type="text" value="\$506.21"/>		<input type="text" value="\$101.24"/>		
Tax Collector Fee	<input type="text" value="\$6.25"/>		<input type="text" value="\$6.25"/>		
Total Tax Collector	<input type="text" value="\$7,261.91"/>		<input type="text" value="\$6,856.94"/>		TC
Clerk Fee	<input type="text" value="\$130.00"/>		<input type="text" value="\$130.00"/>		
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	<input type="text" value="\$35.33"/>		<input type="text" value="\$7.07"/>		
Total Clerk	<input type="text" value="\$506.33"/>		<input type="text" value="\$478.07"/>		CH
Postage	<input type="text" value="\$24.44"/>		<input type="text" value="\$24.44"/>		
Researcher Copies	<input type="text" value="\$11.00"/>		<input type="text" value="\$11.00"/>		
Total Redemption Amount	<input type="text" value="\$7,803.68"/>		<input type="text" value="\$7,370.45"/>		
Repayment Overpayment Refund Amount			<input type="text" value="\$433.23"/>		

Notes: ACTUAL SHERIFF \$80.00 / COM FEE \$20.50
 7/30/13 LOUISE PRUITT FROM REGIONS BANK CALLED FOR A QUOTE AND
 REQUESTED AN EMAIL OF SAID QUOTE TO louise.pruitt@regions.com.

Submit

Reset

Print Preview

+ 24.44 + 120.00
 + 221.00 =
 \$798.67



Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

Clerk of Courts • County Comptroller • Clerk of the Board of County Commissioners • Recorder •

August 8, 2013

Regions Bank Consumer Collections

Drawer 550

P O Box 11407

Birmingham AL 35282

To Whom It May Concern:

The records of this office show that an application for a tax deed had been made on the property represented by the numbered certificate listed below. The property was redeemed by you. A refund of unused fees/interest is enclosed.

If you have any questions, please feel free to give me a call.

CERT NO

REFUND

10941/2011

\$798.67

TOTAL \$798.67

Very truly yours,

PAM CHILDERS

Clerk of Circuit Court

By:

My linda Johnson

Tax Deed Division



Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

Clerk of Courts • County Comptroller • Clerk of the Board of County Commissioners • Recorder •

August 8, 2013

TRC-SPE LLC
50 SOUTH 16TH STREET SUITE 195
PHILADELPHIA PA 19102

Dear Certificate Holder:

The records of this office show that an application for a tax deed had been made on the property represented by the numbered certificate listed below. The property redeemed prior to sale; therefore your application fees are now refundable.

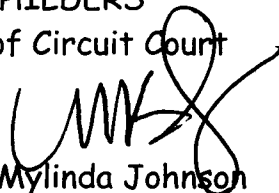
TAX CERT	APP FEES	INTEREST	TOTAL
2011 TD 10941	\$471.00	\$7.07	\$478.07

TOTAL \$478.07

Very truly yours,

PAM CHILDERS
Clerk of Circuit Court

By:


Mylinda Johnson
Tax Deed Division

NEWBILL, Edward M. and BROWN, Karyn L.
3627-10011 / DLH 81879340-09

of all of the rents and profits accruing after default as security for the indebtedness secured hereby, with the right to enter upon said property for the purpose of collecting such rents and profits. This instrument shall operate as an assignment of any rentals on said property to that extent.

3. The mortgagor covenants and agrees that if he shall fail to pay said indebtedness or any part thereof when due, or shall fail to perform any covenant or agreement of this instrument or the promissory note secured hereby, the entire indebtedness hereby secured shall immediately become due, payable, and collectible without notice, at the option of the mortgagee or assigns, regardless of maturity, and the mortgagee or his assigns may before or after entry sell said property without appraisal (the mortgagor having waived and assigned to the mortgagee all rights of appraisal):

(I) at judicial sale pursuant to the provisions of 28 U.S.C. 2001 (a); or

(II) at the option of the mortgagee, either by auction or by solicitation of sealed bids, for the highest and best bid complying with the terms of sale and manner of payment specified in the published notice of sale, first giving four weeks' notice of the time, terms, and place of such sale, by advertisement not less than once during each of said four weeks in a newspaper published or distributed in the county in which said property is situated, all other notice being hereby waived by the mortgagor (and said mortgagee, or any person on behalf of said mortgagee, may bid with the unpaid indebtedness evidenced by said note). Said sale shall be held at or on the property to be sold or at the Federal, county, or city courthouse for the county in which the property is located. The mortgagee is hereby authorized to execute for and on behalf of the mortgagor and to deliver to the purchaser at such sale a sufficient conveyance of said property, which conveyance shall contain recitals as to the happening of the default upon which the execution of the power of sale herein granted depends; and the said mortgagor hereby constitutes and appoints the mortgagee or any agent or attorney of the mortgagee, the agent and attorney in fact of said mortgagor to make such recitals and to execute said conveyance and hereby covenants and agrees that the recitals so made shall be effectual to bar all equity or right of redemption, homestead, dower, and all other exemptions of the mortgagor, all of which are hereby expressly waived and conveyed to the mortgagee; or

(III) take any other appropriate action pursuant to state or Federal statute either in state or Federal court or otherwise for the disposition of the property.

In the event of a sale as hereinabove provided, the mortgagor or any person in possession under the mortgagor shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale or be summarily dispossessed, in accordance with the provisions of law applicable to tenants holding over. The power and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise, and are granted as cumulative to the remedies for collection of said indebtedness provided by law.

4. The proceeds of any sale of said property in accordance with the preceding paragraphs shall be applied first to pay the costs and expenses of said sale, the expenses incurred by the mortgagee for the purpose of protecting or maintaining said property, and reasonable attorneys' fees; secondly, to pay the indebtedness secured hereby; and thirdly, to pay any surplus or excess to the person or persons legally entitled thereto.

5. In the event said property is sold at a judicial foreclosure sale or pursuant to the power of sale hereinabove granted, and the proceeds are not sufficient to pay the total indebtedness secured by this instrument and evidenced by said promissory note, the mortgagee will be entitled to a deficiency judgment for the amount of the *deficiency without regard to appraisal*.

6. In the event the mortgagor fails to pay any Federal, state, or local tax assessment, income tax or other tax lien, charge, fee, or other expense charged against the property, the mortgagee is hereby authorized at his option to pay the same. Any sums so paid by the mortgagee shall be added to and become a part of the principal amount of the indebtedness evidenced by said note, subject to the same terms and conditions. If the mortgagor shall pay and discharge the indebtedness evidenced by said promissory note, and shall pay such sums and shall discharge all taxes and liens and the costs, fees, and expenses of making, enforcing, and executing this mortgage, then this mortgage shall be canceled and surrendered.

7. The covenants herein contained shall bind and the benefits and advantages shall inure to the respective successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

8. No waiver of any covenant herein or of the obligation secured hereby shall at any time thereafter be held to be a waiver of the terms hereof or of the note secured hereby.

9. In compliance with section 101.106 of the Rules and Regulations of the Small Business Administration [13 C.F.R. 101.106], this instrument is to be construed and enforced in accordance with applicable Federal law.

10. A judicial decree, order, or judgment holding any provision or portion of this instrument invalid or unenforceable shall not in any way impair or preclude the enforcement of the remaining provisions or portions of this instrument.

11. Any written notice to be issued to the mortgagor pursuant to the provisions of this instrument shall be addressed to the mortgagor at 3135 Notre Dame, Gulf Breeze, Florida 32563 and any written notice to be issued to the mortgagee shall be addressed to the mortgagee at 801 Tom Martin Drive, Suite 120 Birmingham, Alabama, 35211.

IN WITNESS WHEREOF, the mortgagor has executed this instrument and the mortgagee has accepted delivery of this instrument as of the day and year aforesaid.

STATE OF FLORIDA

COUNTY OF Santa Rosa)
) ss

The foregoing instrument was acknowledged before me this
13 day of January, 2005 by
Edward M. Newbill who produced a
Personally Known as identification.

[Signature]
Notary Public, State of Florida at Large
My Commission Expires: 1-31-2005

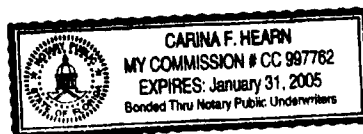
[Signature]
Edward M. Newbill

[Signature]
Karyn L. Brown



The foregoing instrument was acknowledged before me this
13 day of January, 2005 by
Karyn L. Brown who produced a
Personally Known as identification.

[Signature]
Notary Public, State of Florida at Large
My Commission Expires: 1-31-2005





Chris Jones
Escambia County Property Appraiser

Real Estate
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Tangible Property
Search

Sale
List

Amendment 1/Portability
Calculations

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[Printer Friendly Version](#)

General Information

Reference: 0005009025004158
Account: 141281000
Owners: NEWBILL EDWARD M
Mail: 1207 E LLOYD ST
PENSACOLA, FL 32503
Situs: 1207 E LLOYD ST 32503
Use Code: SINGLE FAMILY RESID
Taxing Authority: PENSACOLA CITY LIMITS
Tax Inquiry: [Open Tax Inquiry Window](#)

Tax Inquiry link courtesy of Janet Holley
Escambia County Tax Collector

2012 Certified Roll Assessment

Improvements: \$33,233
Land: \$73,150
Total: \$106,383
Save Our Homes: \$106,383

[Disclaimer](#)

[Amendment 1/Portability Calculations](#)

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
05/1990	2862	780	\$9,500	WD	View Instr
05/1988	2555	244	\$37,000	WD	View Instr
09/1983	1808	54	\$30,000	WD	View Instr

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and
Comptroller

2012 Certified Roll Exemptions

HOMESTEAD EXEMPTION

Legal Description

LTS 4 5 BLK 158 NEW CITY TRACT OR 2862 P 780 CA 49

Extra Features

FRAME GARAGE

**Parcel
Information**

[Launch Interactive Map](#)

**Section
Map Id:**
CA049

**Approx.
Acreage:**
0.2500

Zoned:
R-1AA

**Evacuation
& Flood
Information**
[Open Report](#)

Buildings

Building 1 - Address: 1207 E LLOYD ST, Year Built: 1918, Effective Year: 1960

Structural Elements

FOUNDATION-WOOD/SUB FLOOR
EXTERIOR WALL-VINYL SIDING
NO. PLUMBING FIXTURES-3.00
DWELLING UNITS-1.00
ROOF FRAMING-GABL/HIP COMBO
ROOF COVER-COMPOSITION SHG
INTERIOR WALL-DRYWALL-PLASTER
FLOOR COVER-PINE/SOFTWOOD