FORM 513 (r.12/00)

TAX COLLECTOR'S CERTIFICATION

Application
Date / Number
Apr 25, 2013 / 130114

This is to certify that the holder listed below of Tax Sale Certificate Number **2011** / **10986.0000**, 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:** 14-2046-000

Certificate Holder:

CATALINA TAX CO LLC US BANK % CATALINA TAX CO LLC

P.O. BOX 645040

CINCINNATI, OHIO 45264-5040

Property Owner: BELLE AME LLC

2101 N 9TH AVE

PENSACOLA, FLORIDA 32503

Legal Description: 00-0S0-090

N 1/2 OF SE 1/4 BLK 244 NEW CITY TRACT OR 6398 P 829 CA 64

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:

Ľ	Cert. Year	Certificate Number	Date of Sale	Face Amt	T/C Fee	Interest	Total
L	2011	10986.0000	06/01/11	\$2,725.63	\$0.00	\$156.72	\$2,882.35
							<u> </u>

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

Cert. Year	Certificate Number	Date of Sale	Face Amt	T/C Fee	Interest	Total
2012	10410.0000	06/01/12	\$2,653.25	\$6.25	\$132.66	\$2,792.16

	4 <u>. </u>
1. Total of all Certificates in Applicant's Possession and Cost of the Certificates Redeemed by	
Applicant or Included (County)	\$5,674.51
2. Total of Delinquent Taxes Paid by Tax Deed Application	\$0.00
3. Total of Current Taxes Paid by Tax Deed Applicant (2012)	\$2,292.94
4. Ownership and Encumbrance Report Fee	\$150.00
5. Tax Deed Application Fee	\$75.00
6. Total Certified by Tax Collector to Clerk of Court	\$8,192.45
7. Clerk of Court Statutory Fee	φο, το 2.40
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	\$8,192,45
13. Interest Computed by Clerk of Court Per Florida Statutes(%)	\$0,192.40
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	#C 05
17. Total Amount to Redeem	\$6.25
read, who gift to reduce the	

*Done this 25th day of April, 2013

TAX COLKECTOR, ESCAMBIA COUNTY, FLORIDA

By Lenla Mahur

2013

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

Application Number: 130114

Notice to Tax Collector of Application for Tax Deed

TO: Tax Collector of Escambia County

In accordance with Florida Statutes, I.

CATALINA TAX CO LLC US BANK % CATALINA TAX

CO LLC

P.O. BOX 645040

CINCINNATI, Ohio, 45264-5040

holder of the following tax sale certificate hereby surrender same to the Tax Collector and make tax deed application thereon:

Certificate No. 10986.0000

Parcel ID Number 14-2046-000

Date

Legal Description

06/01/2011

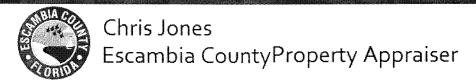
00-0S0-090 N 1/2 OF SE 1/4 BLK 244 NEW CITY TRACT OR

6398 P 829 CÁ 64

2012 TAX ROLL

BELLE AME LLC 2101 N 9TH AVE 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.



Real Estate Search | Tangible Property Search | Sale List | Amendment 1 Calculations |

<u>Back</u>

Navigate Mode Account Reference

Printer Friendly Version

\$82,465

General Information

Reference:

000S009025007244

Account:

142046000

Owners:

BELLE AME LLC

Mail:

2101 N 9TH AVE

PENSACOLA, FL 32503

Situs:

2009 N 9TH AVE 32503

Use Code:

STORE, 1 STORY

Taxing **Authority:**

PENSACOLA CITY LIMITS

Tax Inquiry:

Open Tax Inquiry Window

Tax Inquiry link courtesy of Janet Holley Escambia County Tax Collector

\$30,580 Land: Total: \$113,045 Save Our Homes: \$0 Disclaimer

Amendment 1 Calculations

Sales Data

Sale Date Book Page Value Type

Official Records (New Window)

11/19/2008 6398 829 \$280,000 WD 03/2004 5361 548 \$49,500 WD 12/2002 5035 1127 \$100 QC

12/2000 4641 127

View Instr View Instr View Instr View Instr

\$35,000 WD Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller

2012 Certified Roll Exemptions

2012 Certified Roll Assessme

Improvements:

None

N 1/2 OF SE 1/4 BLK 244 NEW CITY TRACT OR 6398 P 829 CA 64

Extra Features

6' WOOD FENCE CONCRETE PAVING

Parcel **Launch Interactive Map** Information Section . O Map Id: CA064 Approx. Acreage: 0.1400 68 Zoned: 🔎 R-2 Evacuation & Flood Information Open Report 95.58

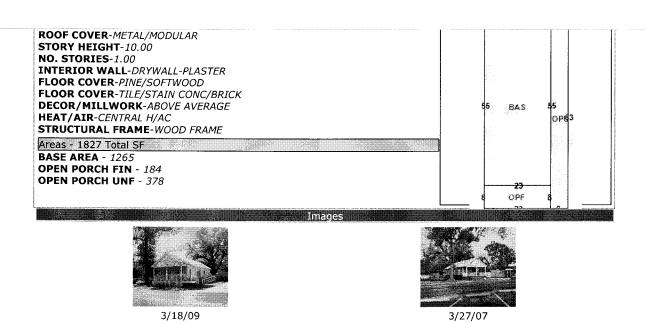
Buildings

Building 1 - Address: 2009 N 9TH AVE, Year Built: 2005, Effective Year: 2005

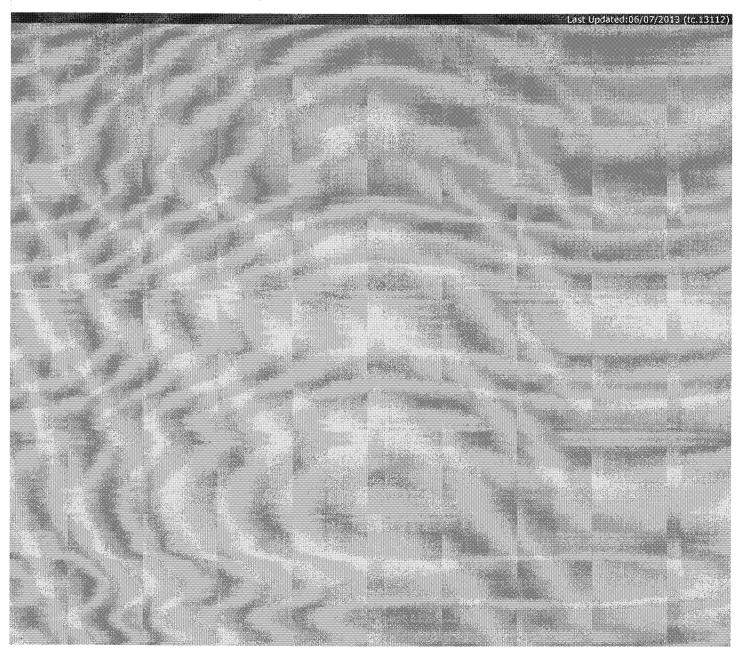
Structural Elements

FOUNDATION-WOOD/SUB FLOOR **EXTERIOR WALL-SIDING-LAP.AAVG** NO. PLUMBING FIXTURES-3.00 **DWELLING UNITS-1.00**

EXTERIOR WALL-BRICK-FACE ROOF FRAMING-GABLE-HI PITCH



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.



BK: 6398 PG: 836 Last Page

EXHIBIT "A"

LEGAL DESCRIPTION

The North half of the Southeast quarter of Block 244, New City Tract, in the City of Pensacola, Escambia County, Florida.

Also described as:

A parcel of land situated in Block 244 of the New City Tract in the City of Pensacola, Escambia County, Florida, according to the map of said City copyrighted by Thomas C. Watson in 1906, described as follows:

Beginning at the Southeast corner of said Block 244; thence running Northerly along the East line of said Block a distance of 68.75 feet for the point of beginning of the parcel here described; thence continuing North along the East line of said Block for a distance of 68.75 feet; thence running Westerly at right angles for a distance of 93.3 feet; thence running Southerly parallel to the East line of the Block a distance of 68.75 feet; thence running Easterly at right angles and at right angles to the East line of the Block for a distance of 93.8 feet to the point of beginning.

13. WAIVER OF TRIAL BY JURY, UNLESS EXPRESSLY PROHIBITED BY APPLICABLE LAW, THE UNDERSIGNED HEREBY WAIVE THE RIGHT TO TRIAL BY JURY OF ANY MATTERS OR CLAIMS ARISING OUT OF THIS MORTGAGE OR ANY LOAN DOCUMENT EXECUTED IN CONNECTION HEREWITH OR OUT OF THE CONDUCT OF THE RELATIONSHIP BETWEEN THE UNDERSIGNED AND MORTGAGEE. THIS PROVISION IS A MATERIAL INDUCEMENT FOR MORTGAGEE TO MAKE THE LOAN SECURED BY THIS MORTGAGE. FURTHER, THE UNDERSIGNED HEREBY CERTIFY THAT NO REPRESENTATIVE OR AGENT OF MORTGAGEE, NOR MORTGAGEE'S COUNSEL, HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT MORTGAGEE WOULD NOT SEEK TO ENFORCE THIS WAIVER OR RIGHT TO JURY TRIAL PROVISION IN THE EVENT OF LITIGATION. NO REPRESENTATIVE OR AGENT OF MORTGAGEE, NOR MORTGAGEE'S COUNSEL, HAS THE AUTHORITY TO WAIVE, CONDITION OR MODIFY THIS PROVISION.

IN WITNESS WHEREOF, each Mongagor has executed under seal this Mongage the day and year first above written.

Signed, sealed and delivered in the presence of:

If Mortgagor is a Corporation:

WHYNESS:		NAMEOFCO	
Wells of the	(SEAL)	Ву:	(SEA)
(Print Name)	a la	Title	
	(SEAL)		(0.5)
(Print Name)	m-t	Title	
If Mortgagor is a Partnership, Limited Lia	hility Company I in	sited Liability Douboughto on Limited B	inhilite. I imited Dawtneyship.
WITNESS:	omey Company, Lie	THE CLIMBINITY PARTNERS IP, OF LIMITED I	
Studi Destrorela	(SEAL)		te (SEAL)
Wandi Wastmorelano	(SEAL)	Member & Manage	
Javey (Print Name) LILLY	<u>~ 4</u> (SEAL)	Ву:	
(Print Name)			(07.11)
(Print Name)	(SEAL)	Ву:	(SEAL)
WITNESS:	If Mortgag	or is an Individual:	
	(SEAL)	 	
(Print Name)	(SEAL)		(SEAL)
(Print Name)	(SEAL)		
(Print Name)	(SEAL)		(SEAL)
	(SEAL)		

Recorded in Public Records 11/20/2008 at 11:21 AM OR Book 6398 Page 831, Instrument #2008086010, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording \$52.50 MTG Stamps \$812.00 Int. Tax \$464.00

After Recording, please return this document to: James S. Campbell, Esquire Beggs & Lane, RLLP 501 Commendencia Street Pensacola, FL 32502 (850) 432-2451 Florida Bar No. 623539

This is a refinance of a mortgage dated	in the original principal amount of \$	in wh	ich the
amount is being increased by \$	("New Money"). Documentary Stamps and Intangible Tax in the am	rount of \$	are
being paid on the new money advanced.			
STATE OF FLORIDA			
Prepared by and return to			
]		
]	RBX:I'	
	}	DIXI	
MORTGAGE OF REA	L ESTATE AND SECURITY	AGREEMEN	T
THIS MORTGAGE, made this 19th BELLE AMELLC, a Florida limi 2101 N 10th Avenue Personal El 2354 1000	day of November, 2008		, by
2101 IV TOBI AVERUE I CHISACOIA, P.L. 32301-0000			
(hereinafter referred to as "Mortgagor"), and granted and giv	en to BRANCH BANKING AND TRUST COMPANY (bereinafter r	eferred to as "Mongagee"), a corp	poration
organized and existing under the laws of the State of North (5061 N 12TH AVENUE, PENSACOLA, FL 32504-8916.	Carolina, whose address is		
WHEREAS, BELLE AME,LLC			
(the "Borrower", if not the Mortgagor) is indebted to Mortga November, 2008	agee, as evidenced by a certain promissory note dated the, executed in favor of Mortgagee in the principal sum of	19th	_day of
TWO HUNDRED THIRTY-TWO THOUSAND DOLLAR	RS & 00/100		Dollars
(\$232,000.00), plus interest thereon, and any renewals, extensions or modific	cations thereto, the terms of w	hich are
additional advance agreements, or other documents now or all indebtedness and obligations of the Mortgagor or Borrow floor transactions, interest rate collar transactions, swap agree	term "Note" or "Notes" shall be deemed to include the note above hereafter evidencing any debt whatsoever incurred by Mortgagor and wer to Mortgagee (or an affiliate of Mortgagee) under any interest rate cements (as defined in 11 U.S.C. § 101) or other similar transactions of in Borrower and all Schedules and Confirmations entered into in con- incorporated herein by reference.	d payable to Mortgagee, and shall swap transactions, interest rate car agreements, including without li	include pand/or imitation
This Mortgage is given to secure that certain continge was given to Branch Banking and Trust Company, the issue hercunder.	ent liability under the Application and Agreement for Irrevocable Star r of the Standby Letter of Credit, and therefore, neither Documentary	idby Letter of Credit. No promiss Stamp Taxes nor Intangible Taxes	sory note s are due
NOW. THEREFORE, in consideration of the premises and the Mortgagor does hereby grant, bargain, sell, mort ESCAMBIA	One Dollar (\$1.00) in hand paid by Mortgagee, the receipt and suffic rtgage, assign and convey unto the Mortgagee the following County, State of Florida:	iency of which are hereby acknow described real property situ	wledged uated in
SEE ATTACHED EXHIBIT A			

Together with (i) all buildings, improvements, hereditaments, and appurtenances thereunto appertaining, as far as they may now or hereafter during the term of this indenture belong to or be used in connection with the occupancy of any building existing or to be constructed on such property; (ii) all fixtures, equipment and accessions and attachments thereto now or hereafter attached or used in connection with the operation of such property, and all replacements, additions, and betterments to or of any of the foregoing; (iii) all rights in now existing and hereafter arising easements, rights of way, rights of access, water rights and courses, sewer rights and other rights appertaining thereto; (iv) all as-extracted collateral including without limitation all gas, oil and mineral rights of every nature and kind, all timber to be cut and all other rights appertaining thereto; and (v) all leases, rents and profits therefrom. The real property, buildings, improvements, fixtures, equipment, accessions thereto, appurtenances and all replacements and additions thereof and thereto, all leases and rents therefrom, and all other collateral described above are hereinafter collectively referred to as the "Property".

If any of the Property is of a nature such that a security interest therein can be perfected under the Florida Uniform Commercial Code (the "Code"), this indenture shall constitute a security agreement and financing statement, and the Mortgagor hereby authorizes the Mortgagee to complete and to file any UCC Financing Statement and amendment thereof which Mortgagee deems necessary to perfect, renew or continue such security interest under the Code.

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, free from all exemptions and right of homestead, in fee simple forever. And Grantor covenants that Grantor is well seized of an indefeasible estate in fee simple in said property and has a good right to convey the same; that it is free of lien or encumbrances, and that Grantor, Grantor's heirs, executors, administrators, successors and assigns, will forever warrant and defend title to the above-described property against the lawful claims of all persons whomsoever, subject to the exceptions set forth herein.

The subject property is not the homestead of the Grantor. No member of a Grantor's family resid	e Grantor, nor does it adjoin the homestead of the les thereon.
IN WITNESS WHEREOF, we had this 19 day of November, 2008.	ave hereunto set our hands and seals
Signed, sealed and delivered in the presence of: Seudi Sestmone Card Name: Wendi Westmoneland	CALVIN M. MOGHADAM
Name:) Janes 9. Guptul	
STATE OF FLORIDA COUNTY OF ESCAMBIA	
The foregoing instrument was acl 2008, by Calvin M. Moghadam, who did not tak	knowledged before me this $\frac{19}{2}$ day of November, e an oath and who:
is/are personally known to me. produced current Florida driver's license as produced Florida	identification as identification.
(Notary Seal Must Be Affixed)	Notary Public Name of Notary Printed
James S. Campbell Notary Public - State of Fl. Comm. Exp. March 16, 2011 Comm. No. DD 624569	My Commission Expires: Commission Number:

Recorded " #2008086009, Ernie Lee Magaha Clerk of the Circuit Court Est Instrument #2008086009, Deed Stamps \$1960.00 County, FL Recording \$18.50 Deed Stamps

This Instrument Prepared By: JAMES S. CAMPBELL Beggs and Lane Post Office Box 12950 501 Commendencia Street Pensacola, Florida 32591 (850) 432-2451 Florida Bar No.: 623539 File # 10099-60424

STATE OF FLORIDA COUNTY OF ESCAMBIA

KNOW ALL MEN BY THESE PRESENTS, that CALVIN M. MOGHADAM, a married man (herein "Grantor"), whose address is 5672 Abbington Lane, Milton, Florida 32583, for and in consideration of the sum of Ten Dollars and other good and valuable considerations, the receipt, adequacy and sufficiency of which is hereby acknowledged, does hereby bargain, sell, remise, confirm, convey and grant unto BELLE AME, LLC, a Florida limited liability company, remise, confirm, convey and grant unto BELLE AME, LLC, a Florida immed natury comprements, convey and grant unto BELLE AME, LLC, a Florida immed natury comprements, convey and grant unto BELLE AME, LLC, a Florida immed natury comprements (herein "Grantee"), whose address is 2101 North 9th Avenue, Pensacola, Florida 32503, its successors and assigns, forever, the following described real property located in Escambia County, Florida:

The North half of the Southeast quarter of Block 244, New City Tract, in the City of Pensacola, Escambia County, Florida.

A parcel of land situated in Block 244 of the New City Tract in the City Also described as: of Pensacola, Escambia County, Florida, according to the map of said City copyrighted by Thomas C. Watson in 1906, described as follows: Beginning at the Southeast corner of said Block 244; thence running Northerly along the East line of said Block a distance of 68.75 feet for the point of beginning of the parcel here described; thence continuing North along the East line of said Block for a distance of 68.75 feet; thence running Westerly at right angles for a distance of 93.3 feet; thence running Southerly parallel to the East line of the Block a distance of 68.75 feet; thence running Easterly at right angles and at right angles to the East line of the Block for a distance of 93.8 feet to

This real property is being transferred to Grantee in its "As Is" condition, subject to zoning restrictions, prohibitions and other requirements imposed by governmental authorities; restrictions of record and matters appearing on the Plat, if there is a recorded Plat, affecting the above-described property; easements and mineral reservations of record affecting the property, if any, which are not hereby reimposed; and any liens for ad valorem real property taxes for the year 2009 and subsequent years.

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: 10-7-2013
TAX ACCOUNT NO.: 14-2046-000
CERTIFICATE NO.: 2011-10986
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.
Belle Ame, LLC 2101 N. 9th Ave. Pensacola, FL 32503
Unknown Tenants 2009 N. 9th Ave. Pensacola, FL 32503
Branch Banking & Trust Co. 5061 N. 12th Ave. Pensacola, FL 32504
Certified and delivered to Escambia County Tax Collector, this 22nd day of May , 2013 .
SOUTHERN GUARANTY TITLE COMPANY
by: Rachard S. Combs, President
by: Rechard 5. Commb, fireday

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.: 10340 May 22, 2013

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

- 1. That certain mortgage executed by Belle Ame, LLC in favor of Branch Banking & Trust dated 11/19/2008 and recorded 11/20/2008 in Official Records Book 6398, page 831 of the public records of Escambia County, Florida, in the original amount of \$232,000.00.
- 2. Taxes for the year 2010-2011 delinquent. The assessed value is \$113,045.00. Tax ID 14-2046-000.

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.: 10340 May 22, 2013

The North half of the Southeast quarter of Block 244, 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.: 10340 May 22, 2013

Escambia County Tax Collector P.O. Box 1312 Pensacola, Florida 32569

b X

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 05-21-1993, through 05-21-2013, and said search reveals the following:

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

Belle Ame, LLC

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: May 22, 2013