

**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:**

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

**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

- Total of all Certificates in Applicant's Possession and Cost of the Certificates Redeemed by Applicant or Included (County)
- Total of Delinquent Taxes Paid by Tax Deed Application
- Total of Current Taxes Paid by Tax Deed Applicant (2012)
- Ownership and Encumbrance Report Fee
- Tax Deed Application Fee
- Total Certified by Tax Collector to Clerk of Court
- Clerk of Court Statutory Fee
- Clerk of Court Certified Mail Charge
- Clerk of Court Advertising Charge
- Sheriff's Fee
- \_\_\_\_\_
- Total of Lines 6 thru 11
- Interest Computed by Clerk of Court Per Florida Statutes.....( %)
- One-Half of the assessed value of homestead property. If applicable pursuant to section 197.502, F.S.
- Statutory (Opening) Bid; Total of Lines 12 thru 14
- Redemption Fee
- Total Amount to Redeem

\$5,674.51
\$0.00
\$2,292.94
\$150.00
\$75.00
\$8,192.45
\$6.25

\*Done this 25th day of April, 2013

TAX COLLECTOR, ESCAMBIA COUNTY, FLORIDA

By Debra Mahuron

Date of Sale: October 7, 2013

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

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

**TO: Tax Collector of Escambia County**

In accordance with Florida Statutes, I,

**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:

<b>Certificate No.</b>	<b>Parcel ID Number</b>	<b>Date</b>	<b>Legal Description</b>
10986.0000	14-2046-000	06/01/2011	00-0S0-090 N 1/2 OF SE 1/4 BLK 244 NEW CITY TRACT OR 6398 P 829 CA 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.

towercap (Donna Ernwein)

Applicant's Signature

04/25/2013

Date



# Chris Jones Escambia County Property Appraiser

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

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← [Navigate Mode](#)  [Account](#)  [Reference](#) →

[Printer Friendly Version](#)

General Information	
<b>Reference:</b>	000S009025007244
<b>Account:</b>	142046000
<b>Owners:</b>	BELLE AME LLC
<b>Mail:</b>	2101 N 9TH AVE PENSACOLA, FL 32503
<b>Situs:</b>	2009 N 9TH AVE 32503
<b>Use Code:</b>	STORE, 1 STORY
<b>Taxing Authority:</b>	PENSACOLA CITY LIMITS
<b>Tax Inquiry:</b>	<a href="#">Open Tax Inquiry Window</a>
Tax Inquiry link courtesy of Janet Holley Escambia County Tax Collector	

2012 Certified Roll Assessment	
<b>Improvements:</b>	\$82,465
<b>Land:</b>	\$30,580
<b>Total:</b>	\$113,045
<i>Save Our Homes:</i>	\$0
<a href="#">Disclaimer</a>	
<a href="#">Amendment 1 Calculations</a>	

Sales Data					
Sale Date	Book	Page	Value	Type	Official Records (New Window)
11/19/2008	6398	829	\$280,000	WD	<a href="#">View Instr</a>
03/2004	5361	548	\$49,500	WD	<a href="#">View Instr</a>
12/2002	5035	1127	\$100	QC	<a href="#">View Instr</a>
12/2000	4641	127	\$35,000	WD	<a href="#">View Instr</a>
Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller					

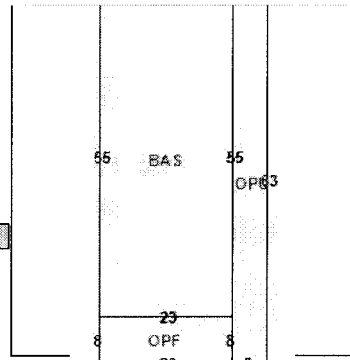
2012 Certified Roll Exemptions	
None	
Legal Description	
N 1/2 OF SE 1/4 BLK 244 NEW CITY TRACT OR 6398 P 829 CA 64	
Extra Features	
6' WOOD FENCE CONCRETE PAVING	

Parcel Information	<a href="#">Launch Interactive Map</a>
<p><b>Section Map Id:</b> CA064</p> <p><b>Approx. Acreage:</b> 0.1400</p> <p><b>Zoned:</b>  R-2</p> <p><b>Evacuation &amp; Flood Information</b> <a href="#">Open Report</a></p>	

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	

**ROOF COVER-METAL/MODULAR**  
**STORY HEIGHT-10.00**  
**NO. STORIES-1.00**  
**INTERIOR WALL-DRYWALL-PLASTER**  
**FLOOR COVER-PINE/SOFTWOOD**  
**FLOOR COVER-TILE/STAIN CONC/BRICK**  
**DECOR/MILLWORK-ABOVE AVERAGE**  
**HEAT/AIR-CENTRAL H/AC**  
**STRUCTURAL FRAME-WOOD FRAME**

Areas - 1827 Total SF  
**BASE AREA - 1265**  
**OPEN PORCH FIN - 184**  
**OPEN PORCH UNF - 378**



Images

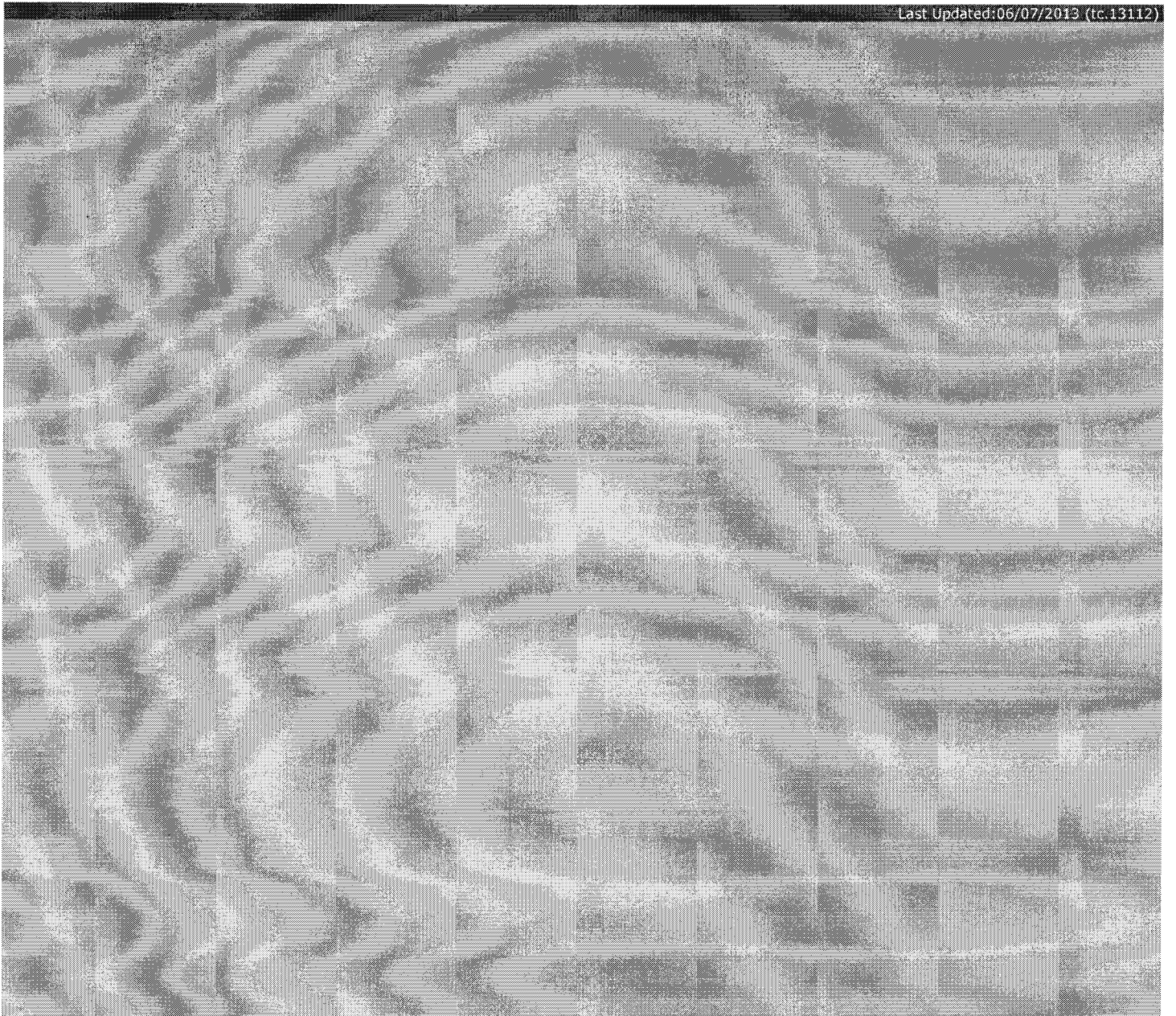


3/18/09



3/27/07

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.



# 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

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

**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.**

**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.

# SOUTHERN GUARANTY TITLE COMPANY

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

PENSACOLA, FLORIDA 32503

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

Email: rcsqt@aol.com

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

CERTIFICATION: TITLE SEARCH FOR TDA

TAX DEED SALE DATE: 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

- Notify City of Pensacola, P.O. Box 12910, 32521
- Notify Escambia County, 190 Governmental Center, 32502
- Homestead for \_\_\_\_\_ tax year.

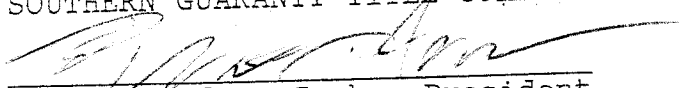
Belle Ame, LLC  
2101 N. 9th Ave.  
Pensacola, FL 32503

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: 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.



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

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that CALVIN M. MOGHADAM, a married man (herein "Grantor"), whose address is 5672 Abbingdon 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, (herein "Grantee"), whose address is 2101 North 9<sup>th</sup> 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.

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.

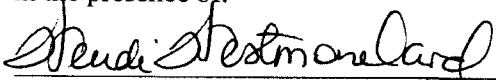
This real property is being transferred to Grantee in its "As Is" condition, subject to zoning restrictions, prohibitions and other requirements imposed by governmental authorities; restrictions of record and matters appearing on the Plat, if there is a recorded Plat, affecting the above-described property; 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.

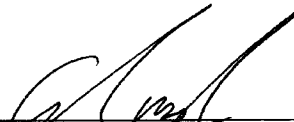
Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, free from all exemptions and right of homestead, in fee simple forever. And Grantor covenants that Grantor is well seized of an indefeasible estate in fee simple in said property 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.

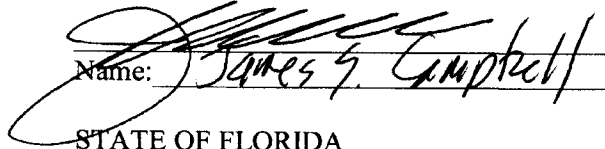
The subject property is not the homestead of the Grantor, nor does it adjoin the homestead of the Grantor. No member of a Grantor's family resides thereon.

IN WITNESS WHEREOF, we have hereunto set our hands and seals  
this 19 day of November, 2008.

Signed, sealed and delivered  
in the presence of:

  
Name: Wendi Westmoreland

  
CALVIN M. MOGHADAM

  
Name: James S. Campbell

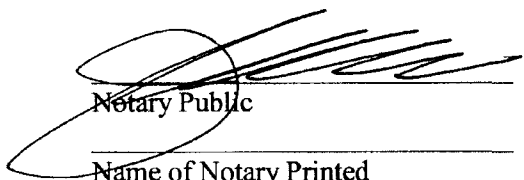
STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 19 day of November, 2008, by Calvin M. Moghadam, who did not take an oath and who:

- is/are personally known to me.
- produced current Florida driver's license as identification.
- produced Florida as identification.

(Notary Seal Must Be Affixed)

James S. Campbell  
Notary Public - State of Fl.  
Comm. Exp. March 16, 2011  
Comm. No: DD 624599

  
Notary Public  
Name of Notary Printed \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
Commission Number: \_\_\_\_\_

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 which the amount is being increased by \$ \_\_\_\_\_ ("New Money"). Documentary Stamps and Intangible Tax in the amount of \$ \_\_\_\_\_ are being paid on the new money advanced.

STATE OF FLORIDA  
Prepared by and return to

\_\_\_\_\_)  
\_\_\_\_\_)  
\_\_\_\_\_)



### MORTGAGE OF REAL ESTATE AND SECURITY AGREEMENT

THIS MORTGAGE, made this 19th day of November, 2008, by BELLE AME, LLC, a Florida limited liability company, 2101 N 10th Avenue Pensacola, FL 32561-0000

(hereinafter referred to as "Mortgagor"), and granted and given to BRANCH BANKING AND TRUST COMPANY (hereinafter referred to as "Mortgagee"), a corporation organized and existing under the laws of the State of North Carolina, whose address is 5061 N 12TH AVENUE, PENSACOLA, FL 32504-8916.

WHEREAS, BELLE AME, LLC

(the "Borrower", if not the Mortgagor) is indebted to Mortgagee, as evidenced by a certain promissory note dated the 19th day of November, 2008, executed in favor of Mortgagee in the principal sum of

TWO HUNDRED THIRTY-TWO THOUSAND DOLLARS & 00/100 Dollars

(\$ 232,000.00), plus interest thereon, and any renewals, extensions or modifications thereto, the terms of which are incorporated herein by reference. Where used herein, the term "Note" or "Notes" shall be deemed to include the note above described, along with any other notes, additional advance agreements, or other documents now or hereafter evidencing any debt whatsoever incurred by Mortgagor and payable to Mortgagee, and shall include all indebtedness and obligations of the Mortgagor or Borrower to Mortgagee (or an affiliate of Mortgagee) under any interest rate swap transactions, interest rate cap and/or floor transactions, interest rate collar transactions, swap agreements (as defined in 11 U.S.C. § 101) or other similar transactions or agreements, including without limitation any ISDA Master Agreement executed by the Mortgagor or Borrower and all Schedules and Confirmations entered into in connection therewith, hereinafter collectively referred to as a "Hedge Agreement," the terms of which are incorporated herein by reference.

This Mortgage is given to secure that certain contingent liability under the Application and Agreement for Irrevocable Standby Letter of Credit. No promissory note was given to Branch Banking and Trust Company, the issuer of the Standby Letter of Credit, and therefore, neither Documentary Stamp Taxes nor Intangible Taxes are due hereunder.

NOW, THEREFORE, in consideration of the premises and One Dollar (\$1.00) in hand paid by Mortgagee, the receipt and sufficiency of which are hereby acknowledged, the Mortgagor does hereby grant, bargain, sell, mortgage, assign and convey unto the Mortgagee the following described real property situated in ESCAMBIA County, State of Florida:

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.

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 Mortgagor has executed under seal this Mortgage the day and year first above written.

Signed, sealed and delivered in the presence of:

If Mortgagor is a Corporation:

WITNESS:
[Signature] (SEAL)
(Print Name)
[Signature] (SEAL)
(Print Name)

NAME OF CORPORATION
By: (SEAL)
Title
By: (SEAL)
Title

If Mortgagor is a Partnership, Limited Liability Company, Limited Liability Partnership, or Limited Liability Limited Partnership:

WITNESS:
[Signature] (SEAL)
(Print Name)
[Signature] (SEAL)
(Print Name)
[Signature] (SEAL)
(Print Name)
[Signature] (SEAL)
(Print Name)

BELLE AME LLC
NAME OF PARTNERSHIP, L.L.C., L.P. OR L.L.P.
By: [Signature] (SEAL)
CARLA V. PETTICROOKE
Member & Manager
By: (SEAL)
By: (SEAL)
By: (SEAL)

WITNESS:
[Signature] (SEAL)
(Print Name)
[Signature] (SEAL)
(Print Name)
[Signature] (SEAL)
(Print Name)
[Signature] (SEAL)
(Print Name)

If Mortgagor is an Individual:

[Signature] (SEAL)
[Signature] (SEAL)
[Signature] (SEAL)

**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.