

DR-512
R.05/88

Application Number: 140243

Notice to Tax Collector of Application for Tax Deed

TO: Tax Collector of Escambia County

In accordance with Florida Statutes, I,

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
7148.0000	10-3487-006	06/01/2012	UNIT 102 MIRABELLA CONDOMINIUM ALSO 1/52 INT IN COMMON ELEMENTS OR 5272 P 1776

2013 TAX ROLL

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.

MTAGCaz (Flor Anne Militar)
Applicant's Signature

04/25/2014
Date

NOTICE TO TAX COLLECTOR OF APPLICATION FOR TAX DEED

To: Tax Collector of Escambia County Tax Collector County : Janet Holley

In accordance with the Florida Statutes, I, US BANK AS CUST FOR CAZ CREEK
PO BOX 645132
LOCKBOX # 005132
CINCINNATI OH 45264

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

Certificate No.	Property No.	Date	Legal Description
2012/ 7148.000	10-3487-006	06/01/2012	UNIT 102 MIRABELLA CONDOMINIUM ALSO 1/52 INT IN COMMON ELEMENTS OR 5272 P 1776

I agree to pay all delinquent taxes, redeem all outstanding tax 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 tax collector's fees, ownership and encumbrance report 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.

April 25, 2014

Applicant's Signature

Date

TAX COLLECTOR'S CERTIFICATION

This is to certify that the holder listed below of Tax Sale Certificate Number 2012/ 7148.000, Issued the 01st day of June, 2012, and which encumbers the following described property in the county of Escambia County Tax Collector State of Florida, to-wit:

10-3487-006

Cert US BANK AS CUST FOR CAZ CREEK
Holder PO BOX 645132
 LOCKBOX # 005132
 CINCINNATI OH 45264

Property DYAS JACQUELINE L
Owner 1108 BRISTOL CT
 MOBILE AL 36608

UNIT 102
 MIRABELLA CONDOMINIUM
 ALSO 1/52 INT IN COMMON
 ELEMENTS
 OR 5272 P 1776

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 Application:

Certificate	Date of Sale	Face Amount	T/C Fee	Interest	Total
2012/ 7148.000	06/01/2012	7,646.85	0.00	382.34	8,029.19

Certificates Redeemed by Applicant in Connection With This Tax Deed Application or included (County) in connection with this Tax Deed Application:

Certificate	Date of Sale	Face Amount	T/C Fee	Interest	Total
2013/ 6574.000	06/01/2013	7,215.73	6.25	360.79	7,582.77

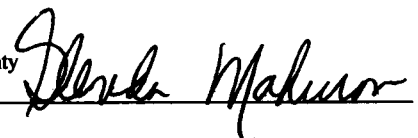
1. Total of all Certificates in Applicant's Possession and Cost of the Certificates Redeemed by Applicant or included (County) 15,611.96
2. Total of Delinquent Taxes Paid by Tax Deed Applicant
3. Total of Current Taxes Paid by Tax Deed Applicant .{2013} 6,677.35
4. Ownership and Encumbrance Report Fee 250.00
5. Total Tax Deed Application Fee 75.00
6. Total Certified By Tax Collector To Clerk of Court 22,614.31
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. Total of Lines 12 thru 14 (Statutory Opening Bid)
16. Redemption Fee 6.25
17. Total Amount to Redeem

* Done this the 06th day of May, 2014

TAX COLLECTOR OF Escambia County Tax Collector County

Date of Sale: December 1, 2014

By



* This certification must be surrendered to the Clerk of the Circuit Court no later than ten (10) days after this date.

AFTER RECORDING RETURN TO:

BancorpSouth Bank
Attention: JAMIE WARREN
3952-A AIRPORT BLVD
MOBILE, AL 36608

[Space Above Reserved for Clerk Use]

MORTGAGE MODIFICATION AGREEMENT

STATE OF FLORIDA

COUNTY OF ESCAMBIA

THIS AGREEMENT made and entered into this 15th day of July, 2011 by and between
hereinafter called "MORTGAGEE" and, herein called "MORTGAGORS."

RECITALS

- A. **MORTGAGEE (BancorpSouth Bank)** is the owner and holder of that certain mortgage (MORTGAGE) dated MARCH 10, 2010, given by the MORTGAGOR to MORTGAGEE, recorded in **Official Records Book** 6570, **Page** 235-240, **Clerk of the Circuit Court** ESCAMBIA **County, Florida** securing a debt evidenced by a Promissory Note (NOTE) dated MARCH 10, 2010, in the original amount of **TWO HUNDRED THIRTY THOUSAND DOLLARS (\$230,000.00)**, which mortgage encumbers property more particularly described in said MORTGAGE.

As further modified in **Official Records Book** 6578 **Page** 1162-1165 of the Public Records of ESCAMBIA **County, Florida** securing a debt evidenced by a Promissory Note (NOTE) dated in the amount of **TWO HUNDRED FORTY THOUSAND DOLLARS -- (\$240,000.00)**, which mortgage encumbers property more particularly described in said MORTGAGE.

- NON - HOMESTEAD PROPERTY**
B. **MORTGAGOR (JACQUELINE L. DYAS)**, the owner in fee simple of all of the property subject to MORTGAGE, has requested MORTGAGEE to modify the MORTGAGE and the parties have mutually agreed to modify the terms thereof in the manner hereinafter appearing.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth and in consideration of the sum of TEN DOLLARS (\$10.00), each to the other in hand paid, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto mutually covenant and agree as follows:

1. The unpaid principal balance of NOTE is **TWO HUNDRED THIRTY EIGHT THOUSAND FIVE HUNDRED THREE DOLLARS, AND SEVEN CENTS— (\$238,503.07)** and that interest has been paid to the date of the execution of this modification.
2. The terms and provisions of the MORTGAGE are amended and modified as follows:
 - a. The principal amount is \$ 359,000.00
 - b. The final payment date is JULY 15, 2021.
3. Nothing herein invalidates or shall impair or release any covenant, condition, agreement, or stipulation in NOTE and MORTGAGE and the same, except as herein modified, shall continue in full force and effect, and the undersigned further covenant and agree to perform and comply with and abide by each of the covenants, agreements, conditions, and stipulations of NOTE and MORTGAGE which are not inconsistent herewith.
4. ALL MORTGAGEE'S rights against all parties including but not limited to all parties secondarily liable, are hereby reserved.

Return to:
Surety Land Title
358 West Nine Mile Rd #2
Pensacola, FL 32504

1102-412

AFTER RECORDING RETURN TO:

BancorpSouth Bank
Attention: JAMIE WARREN
3952-A AIRPORT BLVD
MOBILE, AL 36608

[Space Above Reserved for Clerk Use]

MORTGAGE MODIFICATION AGREEMENT

STATE OF FLORIDA

COUNTY OF ESCAMBIA

THIS AGREEMENT made and entered into this 1ST day of APRIL, 2010 by and between hereinafter called "MORTGAGEE" and, herein called "MORTGAGORS."

RECITALS

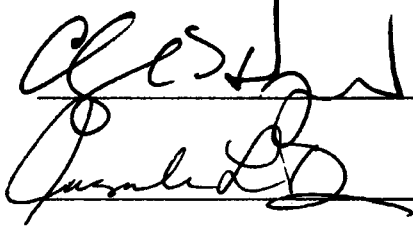
- A. **MORTGAGEE (BancorpSouth Bank)** is the owner and holder of that certain mortgage (MORTGAGE) dated MARCH 10, 2010, given by the MORTGAGOR to MORTGAGEE, recorded in **Official Records Book** 6570, **Page** 235-240, **Clerk of the Circuit Court** ESCAMBIA County, Florida securing a debt evidenced by a Promissory Note (NOTE) dated MARCH 10, 2010, in the original amount of **TWO HUNDRED THIRTY THOUSAND DOLLARS (\$230,000.00)**, which mortgage encumbers property more particularly described in said MORTGAGE.
- B. **MORTGAGOR (CHRISTOPHER H. DYAS AND JAQUELINE L. DYAS)**, the owner in fee simple of all of the property subject to MORTGAGE, has requested MORTGAGEE to modify the MORTGAGE and the parties have mutually agreed to modify the terms thereof in the manner hereinafter appearing.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth and in consideration of the sum of TEN DOLLARS (\$10.00), each to the other in hand paid, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto mutually covenant and agree as follows:

1. The terms and provisions of the MORTGAGE are amended and modified as follows:
 - a. The principal amount is \$ 240,000.00
 - b. The final payment date is APRIL 1, 2020.
2. Nothing herein invalidates or shall impair or release any covenant, condition, agreement, or stipulation in NOTE and MORTGAGE and the same, except as herein modified, shall continue in full force and effect, and the undersigned further covenant and agree to perform and comply with and abide by each of the covenants, agreements, conditions, and stipulations of NOTE and MORTGAGE which are not inconsistent herewith.
3. ALL MORTGAGEE'S rights against all parties including but not limited to all parties secondarily liable, are hereby reserved.
5. This Agreement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators and assigns, or successors and assigns of the respective parties hereto.

EXHIBIT 'A'

Unit 102, Mirabella, a Condominium, according to the Declaration of Condominium recorded in Official Records Book 5265, Page 1527, of the Public Records of Escambia County, Florida, together with all appurtenances thereto including an undivided interest in the common elements as set forth in the Declaration of Condominium.



19. **RIDERS.** The covenants and agreements of each of the riders checked below are incorporated into and supplement and amend the terms of this Security Instrument.

[Check all applicable boxes]

☐ Assignment of Leases and Rents ☐ Other

20. ☐ Payment of this note or mortgage is subject to the terms of a home improvement installment contract of even date between maker and payee or mortgagor and mortgagee.

21. ☐ ADDITIONAL TERMS.

SIGNATURES: By signing below, Mortgagor agrees to the terms and covenants contained in this Security Instrument and in any attachments. Mortgagor also acknowledges receipt of a copy of this Security Instrument on the date stated on page 1.

(Signature) CHRISTOPHER H DYAS MD

(Date) 3/10/10

(Signature) JAQUELINE L DYAS

(Date) 3-10-10

(Witness)

(Witness)

ACKNOWLEDGMENT:

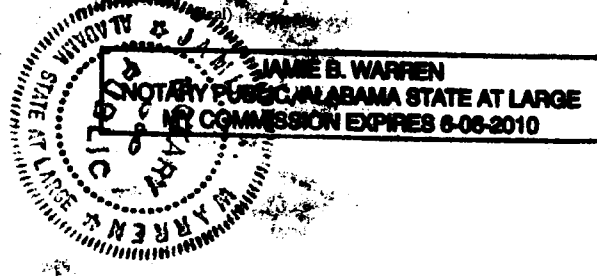
(Individual) STATE OF Alabama, COUNTY OF Mobile } ss.

This instrument was acknowledged before me this 10 day of March 2010

by Christopher H. Dyas and Jaqueline Dyas

who is personally known to me or who has produced as identification.

My commission expires:



(Signature) Jamie B Warren

(Notary Public)

accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's right to require complete cure of any existing default. By not exercising any remedy on Mortgagor's default, Lender does not waive Lender's right to later consider the event a default if it happens again.

10. **EXPENSES; ADVANCES ON COVENANTS; ATTORNEYS' FEES; COLLECTION COSTS.** If Mortgagor breaches any covenant in this Security Instrument, Mortgagor agrees to pay all expenses Lender incurs in performing such covenants or protecting its security interest in the Property. Such expenses include, but are not limited to, fees incurred for inspecting, preserving, or otherwise protecting the Property and Lender's security interest. These expenses are payable on demand and will bear interest from the date of payment until paid in full at the highest rate of interest in effect as provided in the terms of the Secured Debt. Mortgagor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's rights and remedies under this Security Instrument. This amount may include, but is not limited to, reasonable attorneys' fees, court costs, and other legal expenses. To the extent permitted by the United States Bankruptcy Code, Mortgagor agrees to pay the reasonable attorneys' fees Lender incurs to collect the Secured Debt as awarded by any court exercising jurisdiction under the Bankruptcy Code. This Security Instrument shall remain in effect until released. Mortgagor agrees to pay for any recordation costs of such release.
11. **ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES.** As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), and all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste" or "hazardous substance" under any Environmental Law.
Mortgagor represents, warrants and agrees that:
 - A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance is or will be located, stored or released on or in the Property. This restriction does not apply to small quantities of Hazardous Substances that are generally recognized to be appropriate for the normal use and maintenance of the Property.
 - B. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor and every tenant have been, are, and shall remain in full compliance with any applicable Environmental Law.
 - C. Mortgagor shall immediately notify Lender if a release or threatened release of a Hazardous Substance occurs on, under or about the Property or there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagor shall take all necessary remedial action in accordance with any Environmental Law.
 - D. Mortgagor shall immediately notify Lender in writing as soon as Mortgagor has reason to believe there is any pending or threatened investigation, claim, or proceeding relating to the release or threatened release of any Hazardous Substance or the violation of any Environmental Law.
12. **ESCROW FOR TAXES AND INSURANCE.** Unless otherwise provided in a separate agreement, Mortgagor will not be required to pay to Lender funds for taxes and insurance in escrow.
13. **JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND.** All duties under this Security Instrument are joint and individual. If Mortgagor signs this Security Instrument but does not sign an evidence of debt, Mortgagor does so only to mortgage Mortgagor's interest in the Property to secure payment of the Secured Debt and Mortgagor does not agree to be personally liable on the Secured Debt. If this Security Instrument secures a guaranty between Lender and Mortgagor, Mortgagor agrees to waive any rights that may prevent Lender from bringing any action or claim against Mortgagor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws. The duties and benefits of this Security Instrument shall bind and benefit the successors and assigns of Mortgagor and Lender.
14. **SEVERABILITY; INTERPRETATION.** This Security Instrument is complete and fully integrated. This Security Instrument may not be amended or modified by oral agreement. Any section in this Security Instrument, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Security Instrument are for convenience only and are not to be used to interpret or define the terms of this Security Instrument. Time is of the essence in this Security Instrument.
15. **NOTICE.** Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Security Instrument, or to any other address designated in writing. Notice to one mortgagor will be deemed to be notice to all mortgagors.
16. **WAIVERS.** Except to the extent prohibited by law, Mortgagor waives all appraisal and homestead exemption rights relating to the Property.
17. **LINE OF CREDIT.** The Secured Debt includes a revolving line of credit. Although the Secured Debt may be reduced to a zero balance, this Security Instrument will remain in effect until released.
18. **APPLICABLE LAW.** This Security Instrument is governed by the laws as agreed to in the Secured Debt, except to the extent required by the laws of the jurisdiction where the Property is located, and applicable federal laws and regulations.

obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument.

Leaseholds; Condominiums; Planned Unit Developments. Mortgagor agrees to comply with the provisions of any lease if this Security Instrument is on a leasehold. If the Property includes a unit in a condominium or a planned unit development, Mortgagor will perform all of Mortgagor's duties under the covenants, by-laws, or regulations of the condominium or planned unit development.

Condemnation. Mortgagor will give Lender prompt notice of any pending or threatened action, by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Mortgagor authorizes Lender to intervene in Mortgagor's name in any of the above described actions or claims. Mortgagor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds shall be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

Insurance. Mortgagor shall keep Property insured against loss by fire, flood, theft and other hazards and risks reasonably associated with the Property due to its type and location. This insurance shall be maintained in the amounts and for the periods that Lender requires. What Lender requires pursuant to the preceding two sentences can change during the term of the Secured Debt. The insurance carrier providing the insurance shall be chosen by Mortgagor subject to Lender's approval, which shall not be unreasonably withheld. If Mortgagor fails to maintain the coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property according to the terms of this Security Instrument.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause" and, where applicable, "loss payee clause." Mortgagor shall immediately notify Lender of cancellation or termination of the insurance. Lender shall have the right to hold the policies and renewals. If Lender requires, Mortgagor shall immediately give to Lender all receipts of paid premiums and renewal notices. Upon loss, Mortgagor shall give immediate notice to the insurance carrier and Lender. Lender may make proof of loss if not made immediately by Mortgagor.

Unless otherwise agreed in writing, all insurance proceeds shall be applied to the restoration or repair of the Property or to the Secured Debt, whether or not then due, at Lender's option. Any application of proceeds to principal shall not extend or postpone the due date of the scheduled payment nor change the amount of any payment. Any excess will be paid to the Mortgagor. If the Property is acquired by Lender, Mortgagor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Lender to the extent of the Secured Debt immediately before the acquisition.

Financial Reports and Additional Documents. Mortgagor will provide to Lender upon request, any financial statement or information Lender may deem reasonably necessary. Mortgagor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Mortgagor's obligations under this Security Instrument and Lender's lien status on the Property.

6. **WARRANTY OF TITLE.** Mortgagor warrants that Mortgagor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to grant, bargain, convey, sell, and mortgage the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances of record.
7. **DUE ON SALE.** Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, a transfer or sale of all or any part of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable.
8. **DEFAULT.** Mortgagor will be in default if any of the following occur:

Fraud. Any Consumer Borrower engages in fraud or material misrepresentation in connection with the Secured Debt that is an open end home equity plan.

Payments. Any Consumer Borrower on any Secured Debt that is an open end home equity plan fails to make a payment when due.

Property. Any action or inaction occurs that adversely affects the Property or Lender's rights in the Property. This includes, but is not limited to, the following: (a) Mortgagor fails to maintain required insurance on the Property; (b) Mortgagor transfers the Property; (c) Mortgagor commits waste or otherwise destructively uses or fails to maintain the Property such that the action or inaction adversely affects Lender's security; (d) Mortgagor fails to pay taxes on the Property or otherwise fails to act and thereby causes a lien to be filed against the Property that is senior to the lien of this Security Instrument; (e) a sole Mortgagor dies; (f) if more than one Mortgagor, any Mortgagor dies and Lender's security is adversely affected; (g) the Property is taken through eminent domain; (h) a judgment is filed against Mortgagor and subjects Mortgagor and the Property to action that adversely affects Lender's interest; or (i) a prior lienholder forecloses on the Property and as a result, Lender's interest is adversely affected.

Executive Officers. Mortgagor is an executive officer of Lender or an affiliate and Mortgagor becomes indebted to Lender or another lender in an aggregate amount greater than the amount permitted under federal laws and regulations.

9. **REMEDIES ON DEFAULT.** In addition to any other remedy available under the terms of this Security Instrument, Lender may accelerate the Secured Debt and foreclose this Security Instrument in a manner provided by law if Mortgagor is in default. In some instances, federal and state law will require Lender to provide Mortgagor with notice of the right to cure, or other notices and may establish time schedules for foreclosure actions.

At the option of the Lender, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or anytime thereafter. The acceptance by Lender of any sum in payment or partial payment on the Secured Debt after the balance is due or is

3. SECURED DEBT AND FUTURE ADVANCES. The term "Secured Debt" is defined as follows:

A. The initial indebtedness secured by this Security Instrument is the debt incurred under the terms of all promissory note(s), contract(s), guaranty(ies) or other evidence of debt described below and all their extensions, renewals, modifications or substitutions. *(You must specifically identify the debt(s) secured and include the final maturity of such debt(s).)*

An Eqty Credit Line Agr. dated 3/10/2010 in the principal amount of \$230,000.00
Given by CHRISTOPHER H DYAS MD

B. All future advances made within 20 years of the date of this Security Instrument from Lender to Mortgagor or other future obligations of Mortgagor to Lender pursuant to section 4 of the Security Instrument under any promissory note, contract, guaranty, or other evidence of debt executed by Mortgagor in favor of Lender after this Security Instrument whether or not this Security Instrument is specifically referenced. If more than one person signs this Security Instrument, each Mortgagor agrees that this Security Instrument will secure all future advances and future obligations that are given to or incurred by any one or more Mortgagor, or any one or more Mortgagor and others. All future advances and other future obligations are secured by this Security Instrument even though all or part may not yet be advanced. All future advances and other future obligations are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment must be agreed to in a separate writing.

C. All obligations Mortgagor owes to Lender, which may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Mortgagor and Lender.

D. All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

In the event that Lender fails to provide any required notice of the right of rescission, Lender waives any subsequent security interest in the Mortgagor's principal dwelling that is created by this Security Instrument.

4. MAXIMUM OBLIGATION LIMIT; FUTURE ADVANCES. The total principal amount secured by this Security Instrument at any one time shall not exceed \$460,000.00..... This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.

5. MORTGAGE COVENANTS. Mortgagor agrees that the covenants in this section are material obligations under the Secured Debt and this Security Instrument. If Mortgagor breaches any covenant in this section, Lender may refuse to make additional extensions of credit and reduce the credit limit. By not exercising either remedy on Mortgagor's breach, Lender does not waive Lender's right to later consider the event a breach if it happens again.

Payments. Mortgagor agrees that all payments under the Secured Debt will be paid when due and in accordance with the terms of the Secured Debt and this Security Instrument.

Prior Security Interests. With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Mortgagor agrees to make all payments when due and to perform or comply with all covenants. Mortgagor also agrees not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written approval.

Claims Against Title. Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Mortgagor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Mortgagor's payment. Mortgagor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Mortgagor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Mortgagor may have against parties who supply labor or materials to maintain or improve the Property.

Property Condition, Alterations and Inspection. Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary. Mortgagor shall not commit or allow any waste, impairment, or deterioration of the Property. Mortgagor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Mortgagor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Mortgagor will notify Lender of all demands, proceedings, claims and actions against Mortgagor, and of any loss or damage to the Property.

Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Lender shall give Mortgagor notice at the time of or before an inspection specifying a reasonable purpose for the inspection. Any inspection of the Property shall be entirely for Lender's benefit and Mortgagor will in no way rely on Lender's inspection.

Authority to Perform. If Mortgagor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Mortgagor appoints Lender as attorney in fact to sign Mortgagor's name or pay any amount necessary for performance. Lender's right to perform for Mortgagor shall not create an

This document was prepared by JAMIE WARREN.....
PO BOX 4360 TUPELO, MS 38803-4360

State of Florida's Documentary Stamp Tax required by law in
the amount of \$ has been paid to the
Clerk of the Circuit Court (or the County Comptroller, if
applicable) for the County of ESCAMBIA.....
State of Florida.

State of Florida

Space Above This Line For Recording Data

MORTGAGE
(With Future Advance Clause)



1. **DATE AND PARTIES.** The date of this Mortgage (Security Instrument) is3/10/2010.....
The parties and their addresses are:

MORTGAGOR:

CHRISTOPHER H DYAS MD and JAQUELINE L DYAS HUSBAND AND WIFE
1108 BRISTOL CT
MOBILE MOBILE COUNTY AL 366080000

- ☐ If checked, refer to the attached Addendum incorporated herein, for additional Mortgagors, their signatures and acknowledgments.

LENDER:

BANCORPSOUTH BANK
PO BOX 4360
TUPELO, MS 38803-4360

2. **CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Mortgagor's performance under this Security Instrument, Mortgagor grants, bargains, conveys and mortgages to Lender the following described property:

See Exhibit A annexed hereto and made a part hereof as if copied herein verbatim.

The property is located in ..ESCAMBIA..... at
(County)
13937 PERDIDO KEY DRIVE UNIT #102....., PERDIDO KEY....., Florida32507.....
(Address) (City) (ZIP Code)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property").

OFS v 3.8.1 3/1/2010 A003A90412

FLORIDA - HOME EQUITY LINE OF CREDIT MORTGAGE (NOT FOR FNMA, FHLMC, FHA OR VA USE)

003850006605033A01MORTGAGE

© 1994 Bankers Systems, Inc., St. Cloud, MN Form OCP-REMTG-FL5/11/2005

(page 1 of 5)

C 1480

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.


To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under grantors, but against no other.


In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Witnesses:

The Southern Group, II, L.L.C.,
an Alabama limited liability company

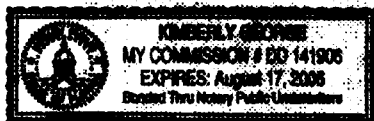

Printed name: Ann Barkley

By: 
Jeffrey T. Sauer, Its Authorized Agent

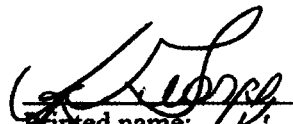

Printed name: Kimberly George

STATE OF
COUNTY OF

The foregoing instrument was acknowledged before me this 20th day of October, 2003, by Jeffrey T. Sauer, as the Authorized Agent of The Southern Group, II, L.L.C., an Alabama limited liability company, on behalf of the company. He (☒) is personally known to me, or (☐) has produced _____ as identification.



(NOTARY SEAL)


Printed name: Kimberly George
Notary Public
State of

RCD Oct 24, 2003 02:37 pm
Escambia County, Florida

ERNIE LEE MAGAHA
Clerk of the Circuit Court
INSTRUMENT 2003-164699

25-01-03
OR BK 5272 PG1776
Escambia County, Florida
INSTRUMENT 2003-164699

Prepared by and return to:

Jeffrey T. Sauer
Attorney at Law
Smith, Sauer & DeMaria
510 East Zaragoza Street
Pensacola, FL 32502

DEED DOC STAMPS PD @ ESC CO \$3500.00
10/24/03 ERNIE LEE MIRABELLA, CLERK

Closing File Number: 2-6324-015
Will Call No.:

_____[Space Above This Line For Recording Data]_____

Special Warranty Deed

This Special Warranty Deed made this 15th day of October, 2003 between The Southern Group II, L.L.C., an Alabama limited liability company, whose post office address is 41 N. Beltline, Third Floor, Mobile, Alabama, 36608-1201, grantor, and Jacqueline L. Dyas, a married woman, whose post office address is 1108 Bristol Court, Mobile, Alabama, 36608, grantee:

(Whenever used herein the terms grantor and grantee include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs, successors and assigns forever, the following described land, situate, lying and being in Escambia County, Florida, to-wit:

Unit 102, Mirabella, a Condominium, according to the Declaration of Condominium recorded in Official Records Book 5265, at Page 1527, of the Public Records of Escambia County, Florida, together with all appurtenances thereto including an undivided interest in the common elements as set forth in the Declaration of Condominium.

Parcel Identification Number: 143S32-1001-001-009, 143S32-1001-000-009, 143S32-1001-000-008.

Subject to taxes for 2003 and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any.

SOUTHERN GUARANTY TITLE COMPANY

4400 BAYOU BLVD., SUITE 13-B, CORDOVA SQUARE
PENSACOLA, FLORIDA 32503

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

Email: rcsgrt@aol.com

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

CERTIFICATION: TITLE SEARCH FOR TDA

TAX DEED SALE DATE: 12-1-2014

TAX ACCOUNT NO.: 10-3487-006

CERTIFICATE NO.: 2012-7148

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.

Jacqueline L. Dyas
Christipher H. Dyas
1108 Bristol Court
Mobile, AL 36608

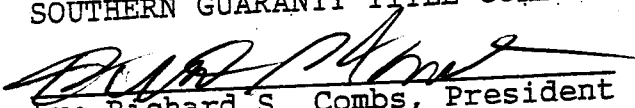
Bancorpsouth Bank
P.O. Box 4360
Tupelo, MS 38803-4360

Unknown Tenants
13937 Perdido Key Dr. #102
Pensacola, FL 32507

Mirabella Owners Assoc., Inc.
P.O. Box 34200
Pensacola, FL 32507

Certified and delivered to Escambia County Tax Collector,
this 10th day of September, 2014.

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.: 11509

September 8, 2014

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

1. Mortgage executed by Christopher H. and Jacqueline L. Dyas, husband and wife to Bancorpsouth Bank, dated 03/10/2010 and recorded in Official Record Book 6570 on page 235 of the public records of Escambia County, Florida. given to secure the original principal sum of \$230,000.00. Mortgage Modification recorded in O.R. Book 6578, page 1162, and O.R. Book 6768, page 939.
2. Subject to interest of Mirabella Condominium Association.
3. Taxes for the year 2011-2013 delinquent. The assessed value is \$466,142.00. Tax ID 10-3487-006.

PLEASE NOTE THE FOLLOWING:

- A. Subject to current year taxes.
- B. Taxes and assessments due now or in subsequent years.
- C. Subject to Easements, Restrictions and Covenants of record.
- D. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.
- E. Oil, gas and mineral or any other subsurface rights of any kind or nature.

**OWNERSHIP AND ENCUMBRANCE REPORT
LEGAL DESCRIPTION**

File No.: 11509

September 8, 2014

Unit 102, Mirabella, a Condominium, according to the Declaration of Condominium recorded in Official Records Book 5265, at Page 1527, of the Public Records of Escambia County, Florida, together with all appurtenances thereto including an undivided interest in the common elements as set forth in the Declaration of Condominium.

Southern Guaranty Title Company

4400 Bayou Boulevard, Suite 13B

Pensacola, Florida 32503

Telephone: 850-478-8121

Facsimile: 850-476-1437

14-896

OWNERSHIP AND ENCUMBRANCE REPORT

File No.: 11509

September 8, 2014

Escambia County Tax Collector

P.O. Box 1312

Pensacola, Florida 32591

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 09-08-1994, through 09-08-2014, and said search reveals the following:

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

Jacqueline L. Dyas, a married woman

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

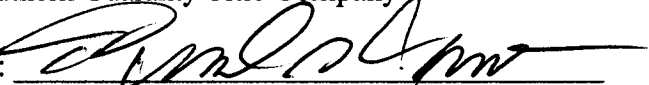
4. Taxes:

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: 

September 8, 2014



Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

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

12TD 07148

December 31, 2015

Regions Financial Corp
4376 Old Shell Rd
Mobile, AL 36608

To Whom it May Concern,

Our records indicate that a refund check was mailed to you in relation to a Tax Deed case. The property was either sold or redeemed. The Escambia County check # 900022106 in the amount of \$845.01 has not been cashed. State law requires us to report and remit the funds to the State if you have not claimed your property. To claim your property, you will be asked to sign an affidavit. Please check the appropriate box below, sign in the space provided, and return this to us no later than two weeks from the date of this letter.

- ☐ The above address information is correct and I do not wish to claim the monies.
- ☐ The above address information is incorrect. Please forward an affidavit to the following address: _____
- ☐ The original check has been found and is being returned to your office. Once the check is received, a new check will be issued to me.
- ☐ Other (please provide an explanation below or attach a separate explanation).

Signature

Date

Your prompt attention and assistance is appreciated. Please return to the following address:

Clerk of the Circuit Court
Official Records
221 Palafox Place, Ste 110
Pensacola, FL 32502

If no response is received from you within two weeks from the date of this letter, we will report and remit your monies to the State of Florida Unclaimed Properties Division. If you have any questions, please contact Mylinda Johnson at 850-595-4813.

Sincerely,
Pam Childers, Clerk of the Circuit Court
By: 
Mylinda Johnson, Deputy Clerk

Jackie called and said that check number 2000055942 is supposed to be made out to her but it was made out to her bank. She never received the check. Her phone number is 251-604-5954 and her address is 1108 Bristol Court, Mobile, AL 36608. The case number is 2012TD7148. Please call her back.

Hillary Shoemaker, Accounting Division

PAM CHILDERS, Clerk of the Circuit Court & Comptroller

First Judicial Circuit, Escambia County

190 W. Government St.

Pensacola, FL 32502

850-595-4141

HShoemaker@escambiaclerk.com

Maria Orf (COC)

From: Mylinda Johnson (COC)
Sent: Tuesday, February 23, 2016 8:29 AM
To: Maria Orf (COC)
Subject: RE: Jacquelyne Dyas

I am going to reissue the refund check of \$845.01 from the registry to Jacqueline Dyas, 1108 Bristol Ct, Mobile AL 36608.

You can go ahead and refund her the \$711.53.

Thanks,
Mylinda

Mylinda K. Johnson, Operations Supervisor, Official Records

PAM CHILDERS, Clerk of the Circuit Court & Comptroller
First Judicial Circuit, Escambia County
850-595-4813

NOTICE: Florida has a very broad public records law. Under Florida law, both the content of emails and email addresses are public records. If you do not want the content of your email or your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in person.

From: Maria Orf (COC)
Sent: Tuesday, February 23, 2016 8:04 AM
To: Heather Mahoney (COC); Mylinda Johnson (COC)
Subject: FW: Jacquelyne Dyas

This lady will be calling you guys. Please let me know what you decide

Maria Orf, Judicial Accounting

PAM CHILDERS, Clerk of the Circuit Court & Comptroller
First Judicial Circuit, Escambia County
190 West Government Street
Pensacola, FL 32502
Telephone: 850-595-4127
Fax: 850-595-4724
Email: morf@EscambiaClerk.com
www: EscambiaClerk.com

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From: Hillary Shoemaker (COC)
Sent: Monday, February 22, 2016 3:43 PM
To: Maria Orf (COC)
Subject: Jacquelyne Dyas

Maria Orf (COC)

From: Hillary Shoemaker (COC)
Sent: Monday, February 22, 2016 3:43 PM
To: Maria Orf (COC)
Subject: Jacquelyne Dyas

Jackie called and said that check number 2000055942 is supposed to be made out to her but it was made out to her bank. She never received the check. Her phone number is 251-604-5954 and her address is 1108 Bristol Court, Mobile, AL 36608. The case number is 2012TD7148. Please call her back.

Hillary Shoemaker, Accounting Division
PAM CHILDERS, Clerk of the Circuit Court & Comptroller
First Judicial Circuit, Escambia County
190 W. Government St.
Pensacola, FL 32502
850-595-4141
HShoemaker@escambiaclerk.com



Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

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

February 24, 2016

JACQUELINE DYAS
1108 BRISTOL CT
MOBILE AL 36608

Dear Redeemer,

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.

CERTIFICATE NUMBER

REFUND

2012 TD 007148

\$845.01

TOTAL \$845.01

Very truly yours,

PAM CHILDERS
Clerk of Circuit Court

By:

My linda Johnson
Tax Deed Division