

## 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:

<b>Certificate No.</b>	<b>Parcel ID Number</b>	<b>Date</b>	<b>Legal Description</b>
11252.0000	17-0139-000	06/01/2012	LT 12 LAGO BONITO TOWNHOUSE PB 8 P 79 OR 5799 P 850/851 OR 6309 P 1941 SHEET 14

**2013 TAX ROLL**  
FLEMMING MARK A  
1663 BULEVAR MENOR  
PENSACOLA BEACH, Florida 32561

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/ 11252.000	17-0139-000	06/01/2012	LT 12 LAGO BONITO TOWNHOUSE PB 8 P 79 OR 5799 P 850/851 OR 6309 P 1941 SHEET 14

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

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Applicant's Signature

Date



This is to certify that the holder listed below of Tax Sale Certificate Number 2012/ 11252.000, 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:  
17-0139-000

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

**Property Owner** FLEMMING MARK A  
1663 BULEVAR MENOR  
PENSACOLA BEACH FL  
32561

LT 12 LAGO BONITO TOWNHOUSE  
PB 8 P 79  
OR 5799 P 850/851  
OR 6309 P 1941  
SHEET 14

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/ 11252.000	06/01/2012	1,918.33	0.00	95.92	2,014.25

**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/ 10268.000	06/01/2013	2,259.95	6.25	113.00	2,379.20

1. Total of all Certificates in Applicant's Possession and Cost of the Certificates Redeemed by Applicant or included (County)	4,393.45
2. Total of Delinquent Taxes Paid by Tax Deed Applicant	
3. Total of Current Taxes Paid by Tax Deed Applicant .{2013}	2,086.32
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	6,804.77
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

Date of Sale: December 4, 2014 TAX COLLECTOR OF Escambia County Tax Collector County By [Signature]

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

**NOTICE OF LIEN  
SANTA ROSA ISLAND MSBU**

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

ACCOUNT NO.: 99-0000-212  
PRRF NO.: 282526-1160-000-012

RE: FLEMMING MARK A  
1663 BULEVAR MENOR  
PENSACOLA BEACH FL 32561

THIS NOTICE OF LIEN is hereby filed pursuant to Section 46.212 of the Escambia County, Florida Code of Ordinances for delinquent annual assessments (fire protection and island assessments) for fiscal year 2007-2008 plus interest at 18 percent (18%) per year, calculated monthly, against a leasehold, more particularly described as:

**LT 12 LAGO BONITO TOWNHOUSE  
PB 8 P 79 OR 1952 P 959  
SHEET 14**

vested in lessee pursuant to that certain document vesting title to the leasehold in the lessee filed in the public records of Escambia County. This claim of lien was included in the list of outstanding and uncollected annual assessments delivered to the Board of County Commissioners and shall remain and constitute a lien against the leasehold identified until satisfied by payment to the Clerk of the Circuit Court of the lien, as follows: Fire Protection \$201.38, and Island MSBU \$212.12 for the total amount of \$413.50 plus interest at the rate of 18 percent (18%) per year, calculated monthly (one and one-half percent per month) on the total amount (\$413.50) assessed per annum, accrued from the delinquent date of April 1, 2008, until said assessment and penalties are paid. Evidence of discharge and satisfaction of this lien shall be recorded in the public records of Escambia County, Florida, by the Clerk of the Circuit Court.

This lien shall not be assigned to any person. Until fully satisfied by payment, discharged or barred by law, this lien shall remain equal in rank and dignity with the liens of all state, county, district or municipal taxes and special assessments and superior in rank and dignity to all other subsequently filed liens, encumbrances, titles and claims in, to, or against the leasehold. This lien may be enforced at any time by the Board of County Commissioners subsequent to the date of recording of this Notice of Lien for the amount due under the recorded lien, including all penalties, plus costs and a reasonable attorney's fee by proceedings in a court of equity to foreclose liens in the manner in which a mortgage lien is foreclosed or under the provisions of Chapter 173, Florida Statutes or the collection and enforcement of payment thereof may be accomplished by any other method authorized by law.



ERNIE LEE MAGAHA  
CLERK OF THE CIRCUIT COURT AND COMPTROLLER  
ESCAMBIA COUNTY, FL

By:   
Deputy Clerk

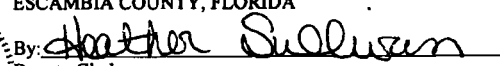
STATE OF FLORIDA  
COUNTY OF ESCAMBIA

Before the undersigned deputy clerk, personally appeared Brenda Robinson, personally known to me and known to me to be the individual described by said name who executed the foregoing as Deputy Clerk to Ernie Lee Magaha, Clerk of the Circuit Court and Comptroller, and acknowledged before me that she executed the same for the uses and purposes therein set forth.

Given under my hand and official seal this 3rd day of June, A.D., 2008.



ERNIE LEE MAGAHA  
CLERK OF THE CIRCUIT COURT AND COMPTROLLER  
ESCAMBIA COUNTY, FLORIDA

By:   
Deputy Clerk

**NOTICE OF LIEN  
SANTA ROSA ISLAND MSBU**

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

ACCOUNT NO. 99-0000-212  
PRRF NO. 282S26-1160-000-012

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1663 BULEVAR MENOR  
PENSACOLA BEACH FL  
32561

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LT 12 LAGO BONITO TOWNHOUSE  
PB 8 P 79  
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This lien shall not be assigned to any person. Until fully satisfied by payment, discharged or barred by law, this lien shall remain equal in rank and dignity with the liens of all state, county, district or municipal taxes and special assessments and superior in rank and dignity to all other subsequently filed liens, encumbrances, titles and claims in, to, or against the leasehold. This lien may be enforced at any time by the Board of County Commissioners subsequent to the date of recording of this Notice of Lien for the amount due under the recorded lien, including all penalties, plus costs and a reasonable attorney's fee by proceedings in a court of equity to foreclose liens in the manner in which a mortgage lien is foreclosed or under the provisions of Chapter 173, Florida Statutes or the collection and enforcement of payment thereof may be accomplished by any other method authorized by law.

ERNIE LEE MAGAHA  
CLERK OF THE CIRCUIT COURT AND COMPTROLLER  
ESCAMBIA COUNTY, FL

By:   
Deputy Clerk



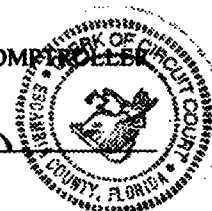
STATE OF FLORIDA  
COUNTY OF ESCAMBIA

Before the undersigned deputy clerk, personally appeared Brenda Robinson, personally known to me and known to me to be the individual described by said name who executed the foregoing as Deputy Clerk to Ernie Lee Magaha, Clerk of the Circuit Court and Comptroller, and acknowledged before me that she executed the same for the uses and purposes therein set forth.

Given under my hand and official seal this 2nd day of June, A.D., 2009.

ERNIE LEE MAGAHA  
CLERK OF THE CIRCUIT COURT AND COMPTROLLER  
ESCAMBIA COUNTY, FLORIDA

By:   
Deputy Clerk



**NOTICE OF LIEN  
SANTA ROSA ISLAND MSBU**

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

ACCOUNT NO. 99-0000-212  
PRRF NO. 282S26-1160-000-012

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1663 BULEVAR MENOR  
PENSACOLA BEACH FL 32561

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ERNIE LEE MAGAHA  
CLERK OF THE CIRCUIT COURT AND COMPTROLLER  
ESCAMBIA COUNTY, FL

By:   
Deputy Clerk



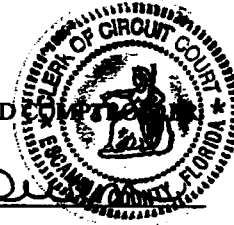
STATE OF FLORIDA  
COUNTY OF ESCAMBIA

Before the undersigned deputy clerk, personally appeared Brenda Robinson, personally known to me and known to me to be the individual described by said name who executed the foregoing as Deputy Clerk to Ernie Lee Magaha, Clerk of the Circuit Court and Comptroller, and acknowledged before me that she executed the same for the uses and purposes therein set forth.

Given under my hand and official seal this 2nd day of June, A.D., 2010.

ERNIE LEE MAGAHA  
CLERK OF THE CIRCUIT COURT AND  
ESCAMBIA COUNTY, FLORIDA

By:   
Deputy Clerk



**NOTICE OF LIEN  
SANTA ROSA ISLAND MSBU**

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

ACCOUNT NO. 99-0000-212  
PRRF NO. 282S26-1160-000-012

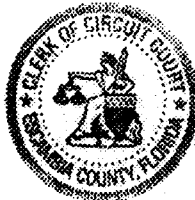
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PB 8 P 79 OR 1952 P 959 SHEET 14**

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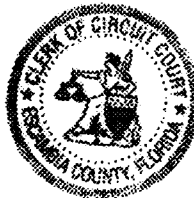
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By:   
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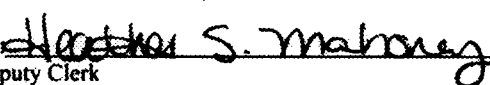
STATE OF FLORIDA  
COUNTY OF ESCAMBIA

Before the undersigned deputy clerk, personally appeared Brenda Robinson, personally known to me and known to me to be the individual described by said name who executed the foregoing as Deputy Clerk to Ernie Lee Magaha, Clerk of the Circuit Court and Comptroller, and acknowledged before me that she executed the same for the uses and purposes therein set forth.

Given under my hand and official seal this 15 day of June, A.D., 2011.



ERNIE LEE MAGAHA  
CLERK OF THE CIRCUIT COURT AND COMPTROLLER  
ESCAMBIA COUNTY, FLORIDA

By:   
Deputy Clerk



**NOTICE OF LIEN  
SANTA ROSA ISLAND MSBU**

**STATE OF FLORIDA  
COUNTY OF ESCAMBIA**

**ACCOUNT NO. 99-0000-212  
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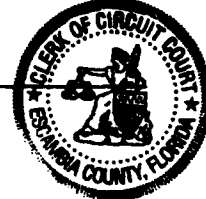
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This lien shall not be assigned to any person. Until fully satisfied by payment, discharged or barred by law, this lien shall remain equal in rank and dignity with the liens of all state, county, district or municipal taxes and special assessments and superior in rank and dignity to all other subsequently filed liens, encumbrances, titles and claims in, to, or against the leasehold. This lien may be enforced at any time by the Board of County Commissioners subsequent to the date of recording of this Notice of Lien for the amount due under the recorded lien, including all penalties, plus costs and a reasonable attorney's fee by proceedings in a court of equity to foreclose liens in the manner in which a mortgage lien is foreclosed or under the provisions of Chapter 173, Florida Statutes or the collection and enforcement of payment thereof may be accomplished by any other method authorized by law.

**ERNIE LEE MAGAHA  
CLERK OF THE CIRCUIT COURT AND COMPTROLLER  
ESCAMBIA COUNTY, FL**

By: \_\_\_\_\_  
Deputy Clerk



**STATE OF FLORIDA  
COUNTY OF ESCAMBIA**

Before the undersigned deputy clerk, personally appeared Brenda Robinson, personally known to me and known to me to be the individual described by said name who executed the foregoing as Deputy Clerk to Ernie Lee Magaha, Clerk of the Circuit Court and Comptroller, and acknowledged before me that she executed the same for the uses and purposes therein set forth.

Given under my hand and official seal this 1<sup>st</sup> day of June, A.D., 2012.

**ERNIE LEE MAGAHA  
CLERK OF THE CIRCUIT COURT AND COMPTROLLER  
ESCAMBIA COUNTY, FLORIDA**

By: \_\_\_\_\_  
Deputy Clerk



**EXHIBIT "A"**

Lot 12, Lago Bonito Townhouses, a resubdivision of Lots 4, 5, and 6, Block 2, Santa Rosa Villas Subdivision, Santa Rosa Island, Escambia County, FL, according to plat recorded in Plat Book 8 at Page 79 of the public records of Escambia County, FL. (Property Identification # 170139000)

MORTGAGE (Continued)

Loan No: 004327132000710425

Page 7

when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal and interest payable under the Credit Agreement and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to enforce obligations of Grantor under this Agreement, together with interest on such amounts as provided in this Agreement, and any and all other present or future, direct or contingent liabilities or indebtedness of any person who signs the Credit Agreement to the Lender of any nature whatsoever, whether classified as secured or unsecured, except that the word "Indebtedness" shall not include any debt subject to the disclosure requirements of the Federal Truth-in-Lending Act if, at the time such debt is incurred, any legally required disclosure of the lien afforded hereby with respect to such debt shall not have been made.

Lender. The word "Lender" means Regions Bank, its successors and assigns. The words "successors or assigns" mean any person or company that acquires any interest in the Credit Agreement.

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender.

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

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

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Mortgage.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

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

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND GRANTOR AGREES TO ITS TERMS.

GRANTOR:

X [Signature]
MARK A FLEMING

WITNESSES:

X [Signature]

X [Signature]

INDIVIDUAL ACKNOWLEDGMENT

STATE OF FL

COUNTY OF Escambia

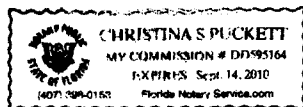
The foregoing instrument was acknowledged before me this 4th day of April 2008 by MARK A FLEMING, unmarried, who is personally known to me or who has produced FL DRIVER LIC as identification and did / did not take an oath.

[Signature]
(Signature of Person Taking Acknowledgment)

(Name of Acknowledger Typed, Printed or Stamped)

(Title or Rank)

(Serial Number, if any)



**MORTGAGE  
(Continued)**

Loan No: 004327132000710425

Page 6

unenforceable, the agreement to arbitrate disputes shall also be invalid and unenforceable, but the waiver of jury trial shall continue to be enforceable.

**Survival of Arbitration Agreement.** This agreement to arbitrate disputes will survive the payment of the indebtedness and the termination of this Mortgage.

**Waiver of Right to Jury Trial.** WHETHER ANY CLAIM OR DISPUTE IS SUBMITTED TO ARBITRATION OR RESOLVED BY A COURT, GRANTOR AND LENDER VOLUNTARILY AND KNOWINGLY WAIVE ANY RIGHT TO A JURY TRIAL WITH RESPECT TO SUCH DISPUTE TO THE FULLEST EXTENT ALLOWED BY LAW.

**NOTICE:** This agreement to arbitrate disputes limits or waives certain of Grantor's rights. With respect to Claims Grantor is agreeing to arbitrate pursuant to this Mortgage, Grantor is waiving Grantor's right to bring a court action, and Grantor is waiving the right to have a jury trial on all controversies, whether settled by arbitration or by a court. Grantor cannot represent a class of claimants in the arbitration proceeding. Discovery may be more limited in arbitration than in a court proceeding, and the right and grounds to appeal from an arbitrator's award are more limited than in an appeal from a court judgment. Certain other rights Grantor has in a court proceeding also may not be available in arbitration.

**PRIVATE FLOOD INSURANCE.** If the Property is at any time deemed to be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area and if Federal Flood Insurance is not available, Grantor agrees to obtain and maintain flood insurance in an amount equal to the full unpaid principal balance under the Note plus the amount of any prior liens on the Property. Such flood insurance will be with such insurer as is satisfactory to Lender. Such flood insurance will also be on such terms as are satisfactory to Lender, including deductible provisions, endorsements, a standard mortgagee clause in favor of Lender, and stipulations that coverage will not be cancelled or diminished without at least ten (10) days' prior written notice to Lender with no disclaimer for failure to give such cancellation notice.

**AUTHORIZATION TO OTHER LIEN HOLDERS.** The Grantor hereby authorizes the holder of any other mortgage, lien or encumbrance on any portion of the Real Property and any other party claiming any interest in the Real Property whatsoever to disclose to the Lender any and all information the Lender may request, including, without limitation: (1) the nature of such interest in or claim to the Real Property; (2) the amount of such interest or claim or of any indebtedness or obligation secured by any mortgage, lien or encumbrance; (3) the amount of any such indebtedness or obligation that is unpaid; (4) whether any amount owed on any such indebtedness or obligation is or has been in arrears; (5) whether there is or has been any default with respect to any such mortgage, lien or encumbrance or the indebtedness or obligation secured thereby; and (6) any other information regarding such interest, claim, mortgage, lien or encumbrance or the indebtedness or obligation secured thereby which the Lender may request from time to time. This authorization shall be effective without any further action, notice, authorization or consent from the Grantor and shall remain in full force and effect for so long as this Mortgage remains unsatisfied and has not been released.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Mortgage:

**Amendments.** What is written in this Mortgage and in the Related Documents is Grantor's entire agreement with Lender concerning the matters covered by this Mortgage. To be effective, any change or amendment to this Mortgage must be in writing and must be signed by whoever will be bound or obligated by the change or amendment.

**Caption Headings.** Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

**Governing Law.** With respect to interest (as defined by federal law) this Mortgage will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Alabama without regard to its conflicts of laws provisions. In all other respects, this Mortgage will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Florida without regard to its conflicts of law provisions. The loan transaction that is evidenced by the Credit Agreement and this Mortgage has been approved, made, and funded, and all necessary loan documents have been accepted by Lender in the State of Alabama.

**No Waiver by Lender.** Grantor understands Lender will not give up any of Lender's rights under this Mortgage unless Lender does so in writing. The fact that Lender delays or omits to exercise any right will not mean that Lender has given up that right. If Lender does agree in writing to give up one of Lender's rights, that does not mean Grantor will not have to comply with the other provisions of this Mortgage. Grantor also understands that if Lender does consent to a request, that does not mean that Grantor will not have to get Lender's consent again if the situation happens again. Grantor further understands that just because Lender consents to one or more of Grantor's requests, that does not mean Lender will be required to consent to any of Grantor's future requests. Grantor waives presentment, demand for payment, protest, and notice of dishonor.

**Severability.** If a court finds that any provision of this Mortgage is not valid or should not be enforced, that fact by itself will not mean that the rest of this Mortgage will not be valid or enforced. Therefore, a court will enforce the rest of the provisions of this Mortgage even if a provision of this Mortgage may be found to be invalid or unenforceable.

**Merger.** There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

**Successors and Assigns.** Subject to any limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the indebtedness.

**Time is of the Essence.** Time is of the essence in the performance of this Mortgage.

**Waive Jury.** All parties to this Mortgage hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

**DEFINITIONS.** The following words shall have the following meanings when used in this Mortgage:

**Borrower.** The word "Borrower" means MARK A FLEMING and includes all co-signers and co-makers signing the Credit Agreement and all their successors and assigns.

**Credit Agreement.** The words "Credit Agreement" mean the credit agreement dated April 4, 2008, with credit limit of \$200,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The final maturity date of the Credit Agreement is April 4, 2028. NOTICE TO GRANTOR: THE CREDIT AGREEMENT CONTAINS A VARIABLE INTEREST RATE.

**Environmental Laws.** The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

**Event of Default.** The words "Event of Default" mean any of the events of default set forth in this Mortgage in the events of default section of this Mortgage.

**Grantor.** The word "Grantor" means MARK A FLEMING.

**Hazardous Substances.** The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment.

Prepared By

WHEN RECORDED MAIL TO:

Regions Bank  
Loan Operations-Consumer Document Control  
P.O. Box 830734  
Birmingham, AL 35283

Return To:

TITLE OFFICES, LLC  
12385 SORRENTO ROAD, SUITE C-1  
PENSACOLA, FL 32507

This Mortgage prepared by:

Name: Jeffrey Parker  
Company: Regions Bank  
Address: P.O. BOX 830721, BIRMINGHAM, AL 35283



\*DOC485020000004327132000710425000000\*

## MORTGAGE

### FOR USE WITH SECURED REVOLVING CREDIT AGREEMENT

**MAXIMUM LIEN.** The total amount of indebtedness secured by this Mortgage may decrease or increase from time to time, but the maximum amount of principal indebtedness which may be outstanding at any one time shall not exceed \$200,000.00., plus interest, and amounts expended or advanced by Lender for the payment of taxes, levies or insurance on the Property, and interest on such amounts.

**THIS MORTGAGE** dated April 4, 2008, is made and executed between MARK A FLEMMING, whose address is 1863 BULEVAR MENOR, GULF BREEZE, FL 32561; unmarried (referred to below as "Grantor") and Regions Bank, whose address is P.O. Box 830721, Birmingham, AL 35283 (referred to below as "Lender").

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

See EXHIBIT A, which is attached to this Mortgage and made a part of this Mortgage as if fully set forth herein.

The Real Property or its address is commonly known as 1704 VIA DE LUNA DR, PENSACOLA BEACH, FL 32561.

**REVOLVING LINE OF CREDIT.** This Mortgage secures the indebtedness including, without limitation, a revolving line of credit under which, upon request by Grantor, Lender, within twenty (20) years from the date of this Mortgage, may make future advances to Grantor. Such future advances, together with interest thereon, are secured by this Mortgage. Such advances may be made, repaid, and remade from time to time, subject to the limitation that the total outstanding balance owing at any one time, not including finance charges on such balance at a fixed or variable rate or sum as provided in the Credit Agreement, any temporary overages, other charges, and any amounts expended or advanced as provided in either the indebtedness paragraph or this paragraph, shall not exceed the Credit Limit as provided in the Credit Agreement. It is the intention of Grantor and Lender that this Mortgage secures the balance outstanding under the Credit Agreement from time to time from zero up to the Credit Limit as provided in the Credit Agreement and any intermediate balance.

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

**THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF EACH OF GRANTOR'S AGREEMENTS AND OBLIGATIONS UNDER THE CREDIT AGREEMENT WITH THE CREDIT LIMIT OF \$200,000.00, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:**

**PAYMENT AND PERFORMANCE.** Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due and shall strictly perform all of Grantor's obligations under this Mortgage.

**POSSESSION AND MAINTENANCE OF THE PROPERTY.** Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

**Possession and Use.** Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

**Duty to Maintain.** Grantor shall maintain the Property in good condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

**Compliance With Environmental Laws.** Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any

This Instrument Prepared by & return to:  
Name: Estrella Lugo, an employee of  
Title Offices, LLC  
Address: 12385 Sorrento Road, Suite C-1  
Pensacola, FL 32507  
08WF-03002CP  
Parcel I.D. #: 282S26-1160-000-012

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR RECORDING DATA

**This Corrective Quit-Claim Deed** executed this 4th day of April, A.D. 2008, by **ILONA JULIA BORISH F/K/A ILONA BORISH FLEMMING, A SINGLE WOMAN, first party, to MARK A. FLEMMING, A SINGLE MAN, whose post office address is 1704 Via De Luna Drive, Pensacola Beach, FL 32561, second party:**

(Wherever used herein, the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

**WITNESSETH**, That the said first party, for and in consideration of the sum of \$10.00, in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release, and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Escambia, State of Florida, to-wit:

Lot 12, Lago Bonito Townhouses, a resubdivision of Lots 4, 5, and 6, Block 2, Santa Rosa Villas Subdivision, Santa Rosa Island, Escambia County, FL, according to plat recorded in Plat Book 8 at Page 79 of the public records of Escambia County, FL. (Property Identification # 170139000)

**THIS IS A CORRECTIVE QUIT CLAIM DEED GIVEN TO CORRECT IN THAT CERTAIN QUIT CLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 5799, PAGE 850.**

To Have and to Hold the same, together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.

In Witness Whereof, the said first party has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Theresa J. Barrett  
Witness Signature

Theresa J. Barrett  
Printed Name

Debra R. White  
Witness Signature

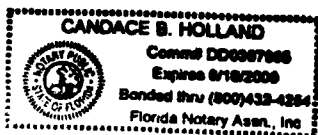
Debra R. White  
Printed Name

Ilona J. Borish L.S.  
ILONA JULIA BORISH F/K/A ILONA BORISH  
FLEMMING  
Address:

STATE OF FLORIDA  
COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 4th day of April, 2008, by ILONA BORISH FLEMMING, who is known to me or who has produced as identification.

Candace B. Holland  
Signature of Notary  
My commission expires 6-16-2009



# 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: 12-1-2014

TAX ACCOUNT NO.: 17-0139-000

CERTIFICATE NO.: 2012-11252

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  
221 Palafox Place, 4th Floor/  
  Notify Escambia County, 190 Governmental Center, 32502  
  Homestead for \_\_\_\_\_ tax year.

Mark A. Flemming  
1663 Bulevar Menor  
Pensacola Beach, FL 32561

Regions Bank  
P.O. Box 830721  
Birmingham, AL 35283

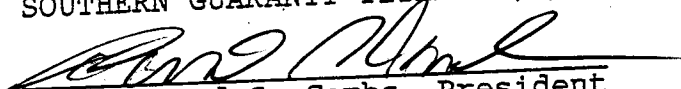
Unknown Tenants  
1704 Via DeLuna Dr.  
Pensacola Beach, FL 32561

SRIA  
P.O. Box 1208  
Pensacola Beach, FL 32562

Lago Bonito Townhouse Assoc., Inc.  
P.O. Box 4217  
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.: 11533

September 10, 2014

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

1. That certain mortgage executed by Mark A. Flemming in favor of Regions Bank dated 04/04/2008 and recorded 04/07/2008 in Official Records Book 6309, page 1942 of the public records of Escambia County, Florida, in the original amount of \$200,000.00.
2. Subject to interest of Lago Bonita Townhouse Association.
3. Subject to terms and conditions of any controlling Santa Rosa Island leases, subleases, lease assignments or condominium documents applicable to this parcel.
4. MSBU Lien filed by Santa Rosa Island Authority recorded in O.R. Book 6865, page 667; O.R. Book 6726, page 1282; O.R. Book 6598, page 675; O.R. Book 6466, page 1318; and O.R. Book 6336, page 376.
5. Taxes for the year 2011-2013 delinquent. The assessed value is \$113,376.00. Tax ID 17-0139-000.

**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.: 11533

September 10, 2014

**Lot 12, Lago Bonito Townhouses, a resubdivision of Lots 4, 5, and 6, Block 2, Santa Rosa Villas Subdivision, Santa Rosa Island, Escambia County, Florida, as per plat thereof, recorded in Plat Book 8, Page 79, of the Public Records of said County.**

**Southern Guaranty Title Company**

4400 Bayou Boulevard, Suite 13B

Pensacola, Florida 32503

Telephone: 850-478-8121

Facsimile: 850-476-1437

14-903

**OWNERSHIP AND ENCUMBRANCE REPORT**

File No.: 11533

September 10, 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 09-10-1994, through 09-10-2014, and said search reveals the following:

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

Mark A. Flemming

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 10, 2014