**Application Number** 1600347

TO: Tax Collector of ESCAMBIA COUNTY: JANET HOLLEY

In accordance with the Florida HMF FL E, LLC AND CAPITAL ONE CAPITAL ONE, NA CLTRL ASSIGNEE

Statutes, I,

PO BOX 54291

**NEW ORLEANS, LA 70154** 

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

Certificate No.	Date	Legal Description
2014/ 1659	06-01-2014	LT 4 BLK C BELLVIEW PINES UNIT NO 9 PB 12 P 68 OR 4473 P 290

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 all 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.

Electronic signature on file	04-27-2016
Applicant's Signature	Date

#### **Tax Collector's Certification**

CTY-513

**Tax Deed Application Number** 1600347

Date of Tax Deed Application

Apr 27, 2016

This is to certify that HMF FL E, LLC AND CAPITAL ONE CAPITAL ONE, NA CLTRL ASSIGNEE, holder of Tax Sale Certificate Number 2014 / 1659, Issued the 1st Day of June, 2014 and which encumbers the following described property in the county of Escambia, State of Florida, to wit: 04-0912-230

Cert Holder:

HMF FL E, LLC AND CAPITAL ONE CAPITAL ONE, NA CLTRL ASSIGNEE
PO BOX 54291
NEW ORLEANS, LA 70154

Property Owner:
MYRICK JEFFREY V
6449 BELLVIEW PINES PL
PENSACOLA, FL 32526

LT 4 BLK C BELLVIEW PINES UNIT NO 9 PB 12 P 68 OR 4473 P 290

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, or if the certificate is held by the County, all appropriate fees have been deposited.

Certificates owned by applicant and filed in connection with this application:

Certificate Year/Number	Account Number	Sale Date	Face Amount of Certificate	Interest	Total
2014/1659	04-0912-230	06-01-2014	676.30	33.82	710.12

Certificates redeemed by applicant or included (County) in connection with this tax deed application:

Certificate Year/Number	Account Number	Sale Date	Face Amount of Certificate	Tax Collector's Fee	Interest	Total
2015/1802	04-0912-230	06-01-2015	673.33	6.25	33.67	713.25

Amounts Certified by Tax Collector (Lines 1-7):	Total Amount Paid
1. Total of all Certificates in Applicant's Possession and Cost of the Certificates Redeemed by Applicant	1,423.37
2. Total of Delinquent Taxes Paid by Tax Deed Applicant	0.00
3. Total of Current Taxes Paid by Tax Deed Applicant	629.81
4. Ownership and Encumbrance Report Fee	200.00
5. Tax Deed Application Fee	175.00
6. Total Interest Accrued by Tax Collector Pursuant to Section 197.542, F.S.	
7. Total (Lines 1 - 6)	2,428.18
Amounts Certified by Clerk of Court (Lines 8-15):	Total Amount Paid
8. Clerk of Court Statutory Fee for Processing Tax Deed	
9. Clerk of Court Certified Mail Charge	
10. Clerk of Court Advertising Charge	
11. Clerk of Court Recording Fee for Certificate of Notice	
12. Sheriff's Fee	
13. Interest Computed by Clerk of Court Pursuant to Section 197.542, F.S.	
14. Total (Lines 8 - 13)	
15. One-half Assessed Value of Homestead Property, if Applicable per F.S.	34,923.50
16. Other Outstanding Certificates and Delinquent Taxes Not Included in this Application,	
17. Statutory (Opening) Bid; Total of Lines 7, 14, 15 (if applicable) and 16 (if	
18. Redemption Fee	6.25
19. Total Amount to Redeem	

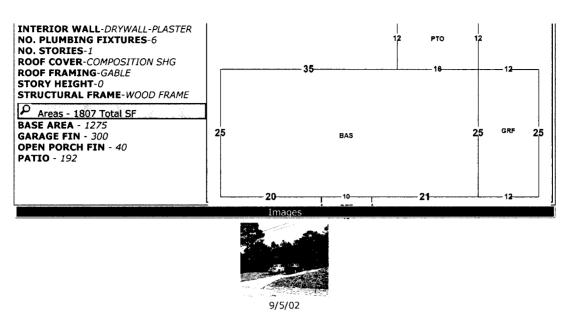
Done this the 28th day of April, 2016 Janet Holley, Tax Collector of Escambia County

Date of Sale: November 7,2014

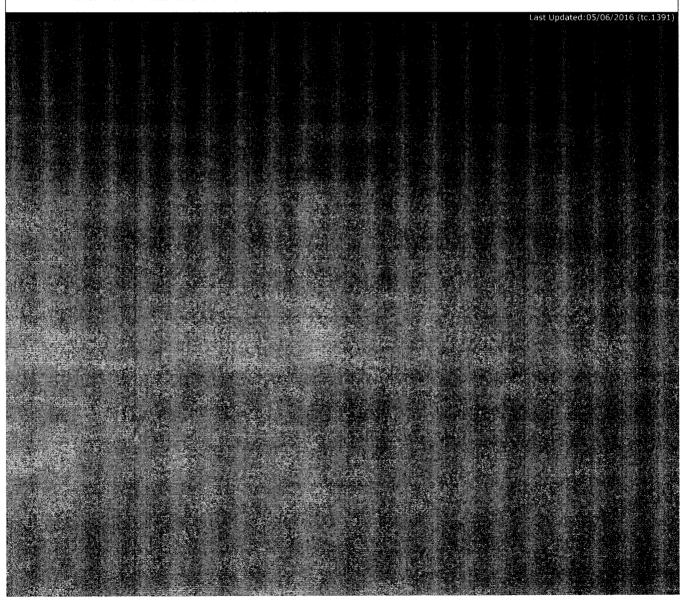
В

stewart

\*This certification must be surrendered to the Clerk of the Circuit Court no later than ten (10) days after this date. 04-0912-230 2014



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.





Tangible Property Sale Amendment 1/Portability Real Estate Search Calculations Search List

#### **Back**

Year

2015

2014

2013

Assessments

Land

\$17,100

\$17,100

\$17,100

Imprv

\$58,635

\$55,916

\$51,169

Disclaimer

Amendment 1/Portability Calculations

Account OReference Navigate Mode

Printer Friendly Version

Launch Interactive Map

Cap Val

\$69,847

\$69,293

\$68,269

Total

\$75,735

\$73,016

\$68,269

**General Information** 

Reference: 391S305207004003

Account: Owners:

040912230 MYRICK JEFFREY V

Mail:

6449 BELLVIEW PINES PL PENSACOLA, FL 32526

Situs:

6449 BELLVIEW PINES PL 32526

**Use Code:** 

SINGLE FAMILY RESID 🔑

Taxing **Authority:** 

COUNTY MSTU

Open Tax Inquiry Window

Tax Inquiry:

Tax Inquiry link courtesy of Janet Holley

Escambia County Tax Collector

#### 2015 Certified Roll Exemptions

HOMESTEAD EXEMPTION

#### Legal Description

LT 4 BLK C BELLVIEW PINES UNIT NO 9 PB 12 P 68 OR 4473 P 290

#### Sales Data

Parcel

#### Official Records Sale Date Book Page Value Type (New Window)

09/1999 4473 290 \$69,000 WD View Instr 12/1993 3499 983 \$58,900 WD View Instr 11/1993 3496 41 \$58,900 SC View Instr 09/1992 3318 157 \$57,000 WD View Instr

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

#### Extra Features

None

#### Information Section Map Id: 39-1S-30-3 Approx. Acreage: 0.2462 Zoned: 🔑 MDR Evacuation & Flood Information Open Report

# 140 View Florida Department of Environmental Protection(DEP) Data

#### Buildings

Address: 6449 BELLVIEW PINES PL, Year Built: 1985, Effective Year: 1985

Structural Elements

**DECOR/MILLWORK-AVERAGE** 

**DWELLING UNITS-1** 

EXTERIOR WALL-BRICK-FACE/VENEER

**EXTERIOR WALL-SIDING-LAP.AAVG** 

FLOOR COVER-CARPET

**FOUNDATION-SLAB ON GRADE HEAT/AIR-CENTRAL H/AC** 





# PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

Tax Deed - Redemption Calculator
Account: 040912230 Certificate Number: 001659 of 2014

Redemption No >	Application Date 04/27/2016	Interest Rate 18%
	Final Redemption Payment ESTIMATED	Redemption Overpayment ACTUAL
	Auction Date 11/07/2016	Redemption Date 07/28/2016
Months	7	3
Tax Collector	\$2,428.18	\$2,428.18
Tax Collector Interest	\$254.96	\$109.27
Tax Collector Fee	\$6.25	\$6.25
Total Tax Collector	\$2,689.39	\$2,543.70
Clerk Fee	\$130.00	\$130.00
Sheriff Fee	\$120.00	\$120.00
Legal Advertisement	\$200.00	\$200.00
App. Fee Interest	\$47.25	\$20.25
Total Clerk	\$497.25	(\$470.25) CH
ode and a second and		
Postage	\$60.00	\$0.00
Researcher Copies	\$40.00	\$0.00
Total Redemption Amount	\$3,286.64	\$3,013.95
	Repayment Overpayment Refund Amount	\$272.69

Notes

#### **PAM CHILDERS**

CLERK OF THE CIRCUIT COURT
ARCHIVES AND RECORDS
CHILDSUPPORT
CIRCUIT CIVIL
CIRCUIT CRIMINAL
COUNTY CIVIL
COUNTY CRIMINAL
DOMESTIC RELATIONS
FAMILY LAW
JURY ASSEMBLY
JUVENILE
MENTAL HEALTH
MIS
OPERATIONAL SERVICES
PROBATE

TRAFFIC



# COUNTY OF ESCAMBIA OFFICE OF THE CLERK OF THE CIRCUIT COURT

BRANCH OFFICES
ARCHIVES AND RECORDS
JUVENILE DIVISION
CENTURY

CLERK TO THE BOARD OF COUNTY COMMISSIONERS OFFICIAL RECORDS COUNTY TREASURY AUDITOR

#### Case # 2014 TD 001659

**Redeemed Date** 07/28/2016

Name DEBRA MYRICK 6449 BELLVIEW PINES PL PENSACOLA, FL 32526

	• For Office Use (	Only		
ResearcherCopies = TD6	William W	\$40,00		
Postage = TD2		\$ <b>6</b> 0.00	\$ CC	
Due Tax Collector = TAXDEED		\$2/689.39	\$ 21	9895
Clerk's Total = TAXDEED		\$497.25		

Date	Docket	Desc	Amount Owed	Amount Due	Payee Name
			FINANCIAL SUMI	MARY	

No Information Available - See Dockets

#### **PAM CHILDERS**

CLERK OF THE CIRCUIT COURT
ARCHIVES AND RECORDS
CHILDSUPPORT
CIRCUIT CIVIL
CIRCUIT CRIMINAL
COUNTY CIVIL
COUNTY CRIMINAL
DOMESTIC RELATIONS
FAMILY LAW
JURY ASSEMBLY
JUVENILE
MENTAL HEALTH
MIS
OPERATIONAL SERVICES
PROBATE

TRAFFIC



# COUNTY OF ESCAMBIA OFFICE OF THE CLERK OF THE CIRCUIT COURT

# BRANCH OFFICES ARCHIVES AND RECORDS JUVENILE DIVISION CENTURY

CLERK TO THE BOARD OF COUNTY COMMISSIONERS OFFICIAL RECORDS COUNTY TREASURY AUDITOR

# PAM CHILDERS, CLERK OF THE CIRCUIT COURT Tax Certificate Redeemed From Sale

Account: 040912230 Certificate Number: 001659 of 2014

Payor: DEBRA MYRICK 6449 BELLVIEW PINES PL PENSACOLA, FL 32526 Date 07/28/2016

Clerk's Check # 1	Clerk's Total	<b>\$</b> 497 <b>.</b> 25
Tax Collector Check # 1	Tax Collector's Total	\$2,689.39
	Postage	\$60.00
	Researcher Copies	\$40(00
	Total Received	<del>-\$3,286.64</del> <b>\</b> \\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\

PAM CHILDERS
Clerk of the Etrquit Court

Received By:
Deputy Clerk

Escambia County Government Complex • 221 Palafox Place Ste 110 • PENSACOLA, FLORIDA 32502 (850) 595-3793 • FAX (850) 595-4827 • http://www.clerk.co.escambia.fl.us



## **Pam Childers**

### Clerk of the Circuit Court and Comptroller, Escambia County

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

August 5, 2016

HMF FL E LLC AND CAPITAL ONE CAPITAL ONE NA PO BOX 54291 NEW ORLEANS LA 70154

#### Dear Certificate Holder:

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

TAX CERT	APP FEES	INTEREST	TOTAL
2014 TD 001659	\$450.00	\$20.25	\$470.25

TOTAL \$470.25

Very truly yours,

PAM CHILDERS

Clerk of Circuit Count

Emily Ho

Tax Deed Division

Recorded in Public Records 03/23/2010 at 12:49 PM OR Book 6572 Page 424, Instrument #2010018074, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording \$10.00

Recorded in Public Records 03/16/2010 at 10:21 AM OR Book 6569 Page 1469, Instrument #2010016451, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL

#### IN THE COUNTY COURT IN AN FOR ESCAMBIA COUNTY, FLORIDA

CENTRAL CREDIT UNION OF FLORIDA AKA ENDEAVOR FEDERAL CREDIT UNION **POST OFFICE BOX 17048** PENSACOLA FL 32522

Plaintiff.

VS.

JEFFREY V MYRICK 6449 BELLVIEW PINES PLACE PENSACOLA FL 32526

Defendant.

Case No.

2010 SC 000366

Division:

FINAL JUDGMENT AGAINST

JEFFREY V MYRICK

THIS CAUSE having come before the Court upon default after a Pretrial Conference, and the Court being fully advised in the premises, it is therefore

ORDERED AND ADJUDGED that the Plaintiff CENTRAL CREDIT UNION OF FLORIDA AKA ENDEAVOR FEDERAL CREDIT UNION hereby recovers from the Defendant JEFFREY V MYRICK \$1462.00 plus \$99.54 in interest, plus \$245.00 in costs for a total of \$1806.54 that shall bear interest at the rate of 6% per annum, for all of which let execution issue.

IT IS FURTHER ORDERED AND ADJUDGED that the Defendant shall complete Florida Small Claims Rules Form 7.343 (Fact Information Sheet) and return it to the Plaintiff within 45 days from the date of this final judgment, unless the final judgment is satisfied or a motion for new trial or notice of appeal is filed.

Jurisdiction of this case is retained to enter further orders that are proper to compel the Defendant to complete Form 7.343 and return it to the Plaintiff's attorney or to the Plaintiff if the Plaintiff is not represented by an attorney.

DONE AND ORDERED in Chambers at Pensacola, Escanibia County, Florida this

day of March, 2010.

Copies to:

CENTRAL CREDIT UNION OF FLORIDA

JEFFREY V MYRICK

Certified to be a true copy the original on file in this critical Witness my hand and official ERNIE LEE MAGAHA Clerk of the Circuit Court Escamble County, Florid

Case: 2010 SC 000366

ounty Judge

00025412817

Dkt: CC1033 Pg#:

BK: 6733 PG: 1938 Last Page

Legal Description

Lot 4, Block C, Bellview Pines Unit #9, being a portion of Section 39, Township 1 South, Range 30 West

By signing below, Borrower agrees to the change received a completed copy of this form.	es shown above. By signing	Borrower also states that s/he has
Borto Per Jeffrey V Mylick	Вс	rrower
By signing, the collateral owner on the Note agreagreement.	es to all the changes made	to the Note and Mortgage under this
Collateral Owner	Collateral Owner	
Witness	Witness	,
STATE OF FLORIDA COUNTY OF ESCAMBIA		
This instrument was acknowledged before me Jeffrey V Myrick, Unmarried.	on this $\frac{\cancel{\cancel{9}}}{\cancel{\cancel{9}}}$ day o	May 2011, by
Anie Moveill		AIMIE MCNEILL Notary Public - State of Florida Wy Comm. Expires Aug 22, 2014
Notary Public	(SEAL)	Commission # EE 19316 Bonded Through National Notary Assa.
Agreed to by TCF NATIONAL BANK  All Male (Signature of Control of	gnature)	
STATE OF MINNESOTA COUNTY OF Name of Management of Managem		
This instrument was acknowledged before me, ad, ad, ad, national banking association organized under the	or strong a	CL of TCF National Bank, a
Corporation.  Louis An Rollinge Notary Public (SEAL)	)	
This instrument was drafted by: TCF National Bank 801 Marquette Avenue Minneapolis, MN 55402		



#### **CHANGES TO THE MORTGAGE**

	$\boxtimes$	Borrower and Lender agree that the Mortgage is changed as follows:
	X	The scheduled date for final payment of what Borrower owes under the Mortgage is changed to <a href="https://doi.org/10.2029/20.2029">09/20/2029</a> . If any mortgages, liens or other encumbrances have been placed on the real property, securing the Note after the original loan date, then the final due date remains unchanged.
		The minimum annual interest rate, or Annual Percentage Rate, is changed to NA%.
1		The amount added to the annual interest rate Index (called the "margin") is changed to NA%.
		This change to the margin begins on the date of this Agreement and ends on NA.  On that date, the margin will change to the margin specified under the terms of the Note.
-	□.	The following is added to the Mortgage:
		That the Borrower shall now to Lender on the day the school led monthly payments are due and a state of the school led monthly payments.

That the Borrower shall pay to Lender on the day the scheduled monthly payments are due under the Note, until the Agreement is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over the Mortgage as a lien or encumbrance on the Property; and (b) premiums for any and all flood insurance required by Lender, if any. These items are called "Escrow Items." At origination or at any time during the term of the Agreement, Lender may require that Borrower provide escrow for hazard insurance premiums, Community Association Dues, Fees, and Assessments, if any, and such premiums, dues, fees and assessments shall be an Escrow Item.

Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Mortgage. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. The obligation to make such payments, and to provide receipts, shall, for all purposes, be deemed to be an obligation of the Borrower in this Mortgage. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under this Mortgage and pay such amount. Borrower shall then be obligated to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a written notice to Borrower by Lender. Upon such revocation, Borrower shall pay to Lender Funds, in such amounts that are then required under this Mortgage.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with the law governing the Note.

The Funds may be commingled with other funds of the Lender. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Unless an agreement is made in writing, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender.

#### **NOTE & MORTGAGE REFERENCES**

Borrower and Lender agree that whenever the Note refers to the Mortgage, each reference will be to the Mortgage as modified by this Agreement. Whenever the Mortgage refers to the Note, each reference will be to the Note as modified by this Agreement.

#### **MODIFICATION FEE**

The Borrower agrees to pay a fee of \$NA for the changes shown above.

#### **OTHER CHANGES**

All provisions of the Note and Mortgage, except as changed above, remain unchanged.

#### **RELEASE AND WAIVER OF OTHER CLAIMS**

In consideration of the modification of certain provisions of the Note and Deed of Trust, all as herein provided, and the other benefits received by Borrower hereunder, Borrower acknowledges that Borrower currently has no claims against Lender arising out of the solicitation, origination, or servicing of the Note or Deed of Trust and does hereby release Lender, and it predecessors, successors, affiliates, assigns, agents, officers, directors, employees and representatives of and from any and all claims, demand, actions and causes of action of any and every kind of character, whether known or unknown, present or future, which Borrower may have against Lender, and its predecessors, successors, affiliates, assigns, agents, officers, directors, employees and representatives, arising out of or with respect to any and all transactions relating to the Note and the Deed of Trust occurring prior to the date hereof.

Recorded in Public Records 06/22/2011 at 12:26 PM OR Book 6733 Page 1935,/ Instrument #2011042134, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording \$35.50

Record and Return To:
| SGN Fulfillment Services | PO Box 2590 |
| JEFFREY V. MYRICK | Chicago, IL 60690 |

### CLOSED-END LOAN MODIFICATION AGREEMENT

For items with boxes, only items with checked boxes apply. **DEFINITIONS:** "Borrower" means the person or persons signing below as borrowers. "Lender" means TCF National Bank (formerly known as TCF Consumer Financial Services, Inc). "Note" means the contract between Borrower <u>Jeffrey V Myrick, Unmarried</u> and Lender dated <u>09/20/1999</u> with loan number <u>037-151-0054395-8001</u>.

"Mortgage" means the mortgage that secures the Note, which is dated the same date as the Note, and which is recorded in the Office of the: ( ) County Recorder or the ( ) Registrar of Titles for Escambia County, Florida on 09/24/199 (date), as Document No. 99-666473 BK: 4473 PG: 0292.

#### DATE OF AGREEMENT

The date of this Agreement is <u>05/16/2011</u>. This Agreement is not effective unless both Borrower and Lender sign this Agreement.

#### **CHANGES TO THE NOTE**

Borrower and Lender agree that the Note is changed as follows:

PID#: 391S305207004003 See attached for Legal Description.

#### 

The final due date of the Note is changed to <u>09/20/2029</u>. Lender agrees to make loans to Borrower according to the terms of the Note until this date. Borrower agrees to pay the entire unpaid balance of the Note, together with unpaid and accrued interest and any other charges owing, by this date. If any mortgages, liens or other encumbrances have been placed on the real property securing the Note after the original loan date, then the final due date remains unchanged.

•
ate Change:
For Variable Rate Loans:
☐ The minimum annual interest rate, or Annual Percentage Rate, for the Note is changed to NA%.
<ul> <li>☐ The amount added to the annual interest rate Index (called the "margin") is changed to NA%.</li> <li>☐ This change to the margin begins on the date of this Agreement and ends on NA.</li> <li>☐ On that date, the margin will change to the margin specified under the terms of the Note.</li> </ul>
For Fixed Rate Loans:
The interest rate or finance charge for the Note is changed to 7.74%.
Payment Change:
he total monthly payment for the Note is changed to \$705.13, beginning <u>5/20/2011</u> . In addition to rincipal and interest, this includes: a) the monthly fee of \$ <u>NA</u> for TCF Command Protection, if TCF ommand Protection was elected by Borrower and has not been canceled; and b) the monthly amount of <u>NA</u> for Escrow Items, if escrow has not been waived by TCF.
If this box is checked, the final payment on your loan is a large balloon payment as disclosed in the Note. One final payment of \$NA is due on NA.
Changes to Add Escrow: he following is added as a term of the Note: scrow Items means those items described in the Mortgage. You promise to pay funds for Escrow Items in any fortgage securing this Agreement. All payments will be applied to Escrow Items first and then to the emaining items, as explained in the Note. If you have purchased or purchase in the future, TCF Command trotection or Debt Waiver, Escrow Items will not be waived (they will be due) during any deferment period or in he event of a Death Waiver request.  agree to pay a tax service fee of \$NA. (Finance Charge))

BK: 5626 PG: 496 Last Page

#### **NOTE & MORTGAGE REFERENCES**

Borrower and Lender agree that whenever the Note refers to the Mortgage, each reference will be to the Mortgage as modified by this Agreement. Whenever the Mortgage refers to the Note, each reference will be to the Note as modified by this Agreement.

#### MODIFICATION FEE

The Borrower agrees to pay a fee of \$N/A for the changes shown above.

#### **OTHER CHANGES**

All provisions of the Note and Mortgage, except as changed above, remain unchanged.

By signing below, Borrower agrees to the changes shown above. By signing, Borrower also states that slhe has received a completed copy of this form.

By signing, the collateral owner on the Note agrees to all the changes made to the Note and Mortgage under this agreement.

Collateral Owner Collateral Owner
STATE OF Glorida. COUNTY OF Essantia
This instrument was acknowledged before me on this 25 day of
Catherine Macley My Commission DD342037 Expires September 24, 2008
Agreed to by TCF NATIONAL BANK
(Signature)
STATE OF MINNESOTA
COUNTY OF RAMSEY This instrument was acknowledged before me on this <u>8TH</u> day of <u>MARCH, 2005</u> , by  PATRICIA BUSS, as <u>VICE PRESIDENT</u> of TCF National Bank, a national banking
association organized under the laws of the United States of America, on behalf of the corporation.
Notary Public (SEAL)
This instrument was drafted by:  CF National Bank  ANY ADVISION LINES OF A LI

This instrument was drafted by TCF National Bank 801 Marquette Avenue Minneapolis, MN 55402



-	

Bank Savings fsb, formerly known as TCF Banking and Savings, F.A., formerly known as Twin City Federal Savings and Loan Association). "Note" means the contract between Borrower <u>Jeffrey V Myrick, unmarried</u> and Lender dated

"Mortgage" means the mortgage which secures the Note, which is dated the same date as the Note and which is recorded in the Office of the: 
County Recorder or the Registrar of Titles for Escambia County, Florida on 09-24-1999

DATE OF AGREEMENT

The date of this Agreement is <u>01-31-2005</u>. This Agreement is not effective unless both Borrower and Lender sign this Agreement.

CHANGES TO THE NOTE

The final due date of the Note is changed to 02-20-2010. Lender agrees to make loans to Borrower

according to the terms of the Note until this date. Borrower agrees to pay the entire unpaid balance of the Note, together with unpaid and accrued interest and any other changes owing, by this date. If any mortgages, liens or other encumbrances have been placed on the real property securing the Note after the original loan date, then the

☐ The minimum annual interest rate, or Annual Percentage Rate, for the Note is changed to N/A%.
 ☐ The amount added to the annual interest rate Index (called the "margin") is changed to N/A%.
 ☐ This change to the margin begins on the date of this Agreement and ends on N/A

On that date, the margin will change to the margin specified under the terms of the Note.

The total monthly payment for the Note (this includes the monthly fee for TCF Command Protection if TCF Command Protection was elected by Borrower and has not been canceled) is changed to \$619.09, beginning

☑ The scheduled date for final payment of what Borrower owes under the Mortgage is changed to 02-20-2010. If any mortgages, liens or other encumbrances have been placed on the real property securing the Note after the original loan date, then the final due date remains unchanged.
 ☑ The minimum annual interest rate or Annual Percentage Rate, is changed to N/A%.

The amount added to the annual interest rate Index (called the "margin") is changed to N/A%. This change to the margin pegins on the date of this Agreement and ends on N/A. On that date, the margin yill change to the margin specified under the terms of the Note.

**CHANGES TO THE MORTGAGE** 

Borrower

099229 Page 1 of 2 08/03

The interest rate or finance charge for the Note is changed to N/A%.

03-20-2005. One final payment of \$69,904.30 is due on 02-20-2010.

Borrower and Lender agree that the Mortgage is changed as follows:

09-20-1999 with loan number 037-151-0054395-8001.

final due date remains unchanged.

☐ For Fixed Rate Loans:

☐ For Variable Rate Loans:

Rate Change:

Payment Change:

(date), as Document No. 99-666473 BK: 4473 PG: 0294.

Borrower and Lender agree that the Note is changed as follows:

#### **DUE-ON-TRANSFER RIDER**

THIS DUE-ON-TRANSFER RIDER is made this 20TH day of SEPTEMBER, 1999
and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the
"Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to
TCF NATIONAL BANK MINNESOTA, 6224 N. 9TH AVENUE STE #5, PENSACOLA, FL 32504
(the "Lender) of the same date (the "Note") and covering the property described in the Security Instrument and located at:
6449 BELLVIEW PINES PLACE, PENSACOLA, FL. 32526 (Property Address)
AMENDED COVENANT. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:
A. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER
Covenant 12 of the Security Instrument is added to read as follows:
Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.  To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.  If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenant contained in this Due-On-Transfer Rider.

.....(Seal)

Ernie Lee Magaha Clerk of the Circuit Court INSTRUMENT 99-666473

- 5. To permit, commit or suffer no waste, impairment or deterioration of said property or any part thereof, to keep and maintain the same including all buildings now or hereafter situate on said premises, in good condition and repair, and promptly to make and perform at the Mortgagors own expense, such repairs and maintenances as Mortgagee may from time to time require, Mortgagee being hereby made the sole judge of the necessity therefor. Without limiting the generality of the foregoing, the Mortgagors shall cause all such buildings to be painted not less often than once in every three-year period.
- 6. In the event the Mortgagors shall fail to comply with any covenant contained in paragraphs 2, 3, 4 or 5 hereof, Mortgagoe may (but shall have no obligation to) perform such covenant on behalf of the Mortgagors and the full amount of every payment made by Mortgagoe in such connection shall bear interest at the highest lawful contract rate from the date so paid and shall be secured by the lien of this mortgago.
- If Mortgagee purchases insurance on the buildings as authorized herein, it shall have the right to select the agent. Mortgagee is not required to obtain the lowest cost insurance that might be available.
- 7. That (a) in the event of any such breach of this mortgage or any of the terms hereof or default on the part of the Mortgagors, or (b) in the event any sums of money referred to herein be not promptly and fully paid as the same become due and payable, or (c) in the event of default in the payments under seid promissory note; then, if any such defaults shall continue for a period of 10 days, the principal sum set out in said promissory note then remaining unpaid, and all moneys secured hereby, shall become and be immediately due and payable at the option of Mortgagee without notice or demand (which are hereby expressly waived), and this mortgage may be foreclosed with all rights and remedies afforded by the laws of Florida, including the appointment of a receiver, if applied for by Mortgagee. In the event that Mortgagee shall declare the principal sum set out in said promissory note then remaining unpaid, and all moneys secured hereby, immediately due and payable, the Mortgagors shall immediately pay to Mortgagee an amount equal to the amount at which this note could then lawfully be prepaid plus any other moneys secured hereby.
- 8. No delay by Mortgagee in exercising any right or remedy hereunder shall operate as a waiver thereof or preclude the exercise thereof during the continuance of any default hereunder. No waiver by Mortgagee of any default shall constitute a waiver of or consent to subsequent defaults.
- 9. This mortgage and the note secured hereby constitute a Florida contract and shall be construed according to the laws of that state except as modified or preempted by applicable federal laws and regulations.
- 10. It is understood and agreed that this mortgage is given to secure, in addition to the note or obligation above described any additional loans or future advances made within twenty years from date hereof by the mortgage to said mortgagors or any successor in title of said mortgagors of the property hereby conveyed; provided that the total unpaid balance of the indebtedness secured hereby at any one time shall not exceed the maximum principal sum of SEVENTY-FOUR THOUSAND ONE HUNDRED FORTY-SEVEN AND 52/100

SEVENTY-FOUR THOUSAND ONE HUNDRED FORTY-SEVEN AND 52/100

Dollars

\$74,147.52

), plus interest thereon, and any disbursements made by the mortgagee for the payment of taxes, levies or insurance on the property encumbered hereby, with interest on such disbursements.

11. Mortgagors hereby covenant, agree and fully understand that should mortgagors bankrupt, either voluntarily or involuntarily, and said bankruptcy affects the property hereby mortgaged, default in the payment of any due and regularly scheduled payment pursuant to the terms of this instrument must be cured within twenty-nine (29) days-from said due date.

The covenants and agreements contained in this mortgage shall run with the land and bind Mortgagors, the heirs, personal representatives, successors and assigns of Mortgagors and all subsequent owners, encumbrances, tenants and subtenants of the premises, and shall enure to the benefit of the Mortgagee, the successors and assigns of the Mortgagee and all subsequent holders of this mortgage.

IN WITNESS WHEREOF, the Mortgagors have executed this	s instrument under seal on the day and year first above written.
Joann Joann Seel St.	(SEAL)
Becky S. No 11	(SEAL)
STATE OF FLORIDA	(SEAL)
COUNTY OF ESCAMBIA	
	(SEAL)
The foregoing instrument was acknowledged before me this 20TH	
The folegoing institution was acknowledged before the this	_day ofSEPTEMBER, 1999,
by JEFFREY V MYRICK	day ofSEPTEMBER, 1999, UNMARRIED,
by JEFFREY V MYRICK who is personally known to me or has produced DRIVERS L	, UNMARRIED
by JEFFREY V MYRICK who is personally known to me or has produced DRIVERS L	, UNMARRIED  ICENSE as identification.

37227

Page 2 of 2

08/99



ACCOUNT NUMBER: 037 - 151 - 0054395

Prepared &
After Recording, return to:
TCF Bank
Attention: File Review
Mail Code 002-01-P
101 E 5th Street, Suite 101
St. Paul, MN 55101

OR BK 4473 PGO292
Escambia County, Florida
INSTRUMENT 99-666473

NTG DOC STANDS PD 8 ESC DD 429,70
09/24/99 ENWELE NOGHO, DLAND
INTENGENE TAX PD 8 ESC DD 4 148.30
09/24/99 ENHELER NOGHO, DLENKA

3A-58860

#### **MORTGAGE TO SECURE NOTE**

THIS MORTGAGE, made this 20TH day of	SEPTEMBER, 1999 by
JEFFREY V MYRICK	UNMARRIED
of 6449 BELLVIEW PINES PLACE, PENSACOLA, FL 32526	, hereinafter called Mortgagors
to TCF NATIONAL BANK MINNESOTA, 6224 N. 9TH AVEN	UE STE #5, PENSACOLA, FL 32504
hereinafter called Mortgagee.	
WITNESSETH: In consideration of the principal surn and for other valuable considerations, the Mortgagors do h Mortgagee, its successors and assigns forever, the following	set out in the promissory note of even date herewith hereinafter described, sereby grant, bargain, sell, alien, remise, release, convey and confirm unto described property, situated in ESCAMBIA County, Florida:

Lot 4, Block C, Bellview Pines Unit #9, being a portion of Section 39, Township 1 South, Range 30 West, Escambia County, Florida, according to Plat recorded in Plat Book 12 at Page 68 of the Public Records of said County.

TOGETHER WITH all and singular, the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining and also all buildings, structures and other improvements now or hereafter situated thereon.

TO HAVE AND TO HOLD in fee simple the above granted and described premises unto Mortgagee, its successors and assigns forever. The Mortgagors hereby covenant with Mortgagee that they are indefeasibly seized of said land in fee simple; that the Mortgagors have full power and lawful right to convey the same in fee simple as aforesaid; that it shall be lawful for Mortgagee, its successors and assigns, at all times peaceably and quietly to enter upon, hold, occupy and enjoy said land and every part thereof; that said land is free from all encumbrances; that the Mortgagors will make such further assurances to perfect the fee simple title to said land in Mortgagee, its successors and assigns, as may reasonably be required; and that the Mortgagors do hereby fully warrant the title to said land and every part thereof and will defend the same against the lawful claims of all persons whomsoever.

PROVIDED ALWAYS, that if the Mortgagors shall: (1) pay unto Mortgagee that certain promissory note, executed by them concurrently herewith, in the principal sum of SEVENTY-FOUR THOUSAND ONE HUNDRED FORTY-SEVEN AND 52/100

Dollars (\$74,147.52 ), plus interest thereon, being payable in monthly installments of \$619.09 each, the first installment due on the 20TH day of OCTOBER, 1999 , and an additional installment to be paid on the 20TH day of each succeeding month thereafter (or on the last day of any succeeding month which has no such day) until said sum has been paid in full except the final installment shall be the balance due and (2) perform all the covenants and conditions of said promissory note and any renewal, extension or modification thereof, and of this mortgage, then this mortgage deed and the estate created hereby shall cease and be null and void.

The Mortgagors further covenant and agree to and with Mortgage:

- 1. To pay promptly the principal sum and other sums of money payable by virtue of said promissory note and of this mortgage.
- 2. To pay all the taxes, assessments and encumbrances of every nature now on said described property, or that hereafter may be levied or assessed thereupon, when due and payable before they become delinquent, and before any interest attaches or any penalty is incurred and promptly furnish Mortgagee with proof of payment therefore.
- 3. To place and continuously keep, on the buildings now or hereafter situated on said land, fire and extended coverage insurance in an amount of not less than the amount which may from time to time be specified by the Mortgagee, in such insurance company as may be approved by Mortgagee; provided, however, that if Mortgagee shall at any time be obligated to maintain fire and extended coverage insurance on said buildings, the Mortgagors shall be excused from performance of this obligation to the extent of any such duplicate coverage. All insurance policies of the Mortgagors shall contain the usual standard mortgagee clause making the loss under said policies payable to Mortgagee as its interest may appear; and every such policy and all renewals thereof shall be promptly delivered to and held by Mortgagee, together with a receipt for the premium thereon. Mortgagee shall have the right to adjust with the insurer any loss under any such policy, and any such adjustment shall be conclusive on the Mortgagors. Mortgagee shall have the right to receive and collect all proceeds paid on any claim under any such policy, to endorse the Mortgagors' names to any check or other instrument of payment, and to apply such proceeds in payment of any amount due under this mortgage and the note secured hereby and any expenses incurred by Mortgagee in processing any claim under any such policy. Mortgagee shall pay to the Mortgagors the balance of the proceeds, if any, remaining after the aforesaid deductions. Nothing contained herein shall impair or abrogate the right of the Mortgagors to procure insurance from an agent or company of their own selection as provided in the insurance laws of the state of Florida

NOTICE: Unless you provide us with evidence of the insurance coverage required by your agreement with us, we may purchase insurance at your expense to protect our interests in your collateral. This insurance may, but need not, protect your interests. The coverage that we purchase may not pay any claim that you make or any claim that is made against you in connection with the collateral. You may later cancel any insurance purchased by us, but only after providing us with evidence that you have obtained insurance as required by our agreement. If we purchase insurance for the collateral, you will be responsible for the costs of that insurance, including interest and any other charges we may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to your total outstanding balance or obligation. The costs of the insurance may be more than the cost of insurance you may be able to obtain on your own.

4. To pay all and singular the costs, charges and expenses, including reasonable lawyers' fees, and costs of abstracts of title, incurred or paid at any time by the Mortgagee because of the failure on the part of the Mortgagors to promptly and fully perform the agreements and covenants of said promissory note and this mortgage, and said costs, charges, and expenses shall be immediately due and payable and shall be secured by the lien on this mortgage.

37227 Page 1 of 2 08/9	9
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#### This Warranty Deed

OR BK 4473 PGO290 Escambia County, Florida INSTRUMENT 99-666472

Made this 20th day of September A.D. 19 99 by Richard E. Rollins and Diane L. Rollins, husband and wife

hereinafter called the grantor, to Jeffrey V. Myrick, a single person

whose post office address is:
6449 Beilview Fines Place
Pensacola, FL 32526
Grantees' SSN:

hereinafter called the grantee:

(Whenever used herein the term "gramer" and "granted" include all the parties to this instrument and the high, legal representatives, and assigns of instividuals, and the successors and assigns of comparations.)

Witnesseth, that the granter, for and in consideration of the sum of \$ 10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, solls, aliens, remises, releases, conveys and confirms unto the grantee, sit that certain land rituate in Escambas County, Florida, viz:

Lot 4, Block C, Bellview Pines Unit #9, being a portion of Section 39, Township 1 South, Range 30 West. Escambia County, Florida, according to Plat recorded in Plat Book 12 at Page 68 of the Public Records of said County.

SUBJECT TO devenants, restrictions, easements of record and taxes for the current year.

Parcel Identification Number: 39-18-30-5207-004-003 Together with all the kenements, hereditaments and appurtenances thereto belonging or in anywise appurtaming. To Have and to Hold, the same in fee signife forever.

And the granter hereby coverages with said grantee that the granter is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to self 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 whomsoever; and that said lind is free of all encumbrances except takes accruing subsequent to Decumber 31, 19 98

In Witness Whereof, the said granter has signed and scaled these presents the day and year first above

Signed, sealed and delivered in our presence: let Witness sign: and Witness sign: LS 1.5 1128 11more Drive & Key West FL 33040 County of The foregoing instrument was acknowledged before me this a , 1999 .

Richard E. Rollins and Diane L. Rollins, husband and wife

who is personally known to me or who has produced

as identification.

SUE MYERS MY COMMISSION # CC 814163 EXPIRES: February 18, 2001 ed They Notary Public Uni

PREPARED BY: Joanna Gunn My Commission RECORD & RETURN TO: Lawyers Title Agency of North Florida, Inc.

3960 Navy Boulevard, Unit 13 Pensacola, Florida 32507 File No: 3A-58860

SEA TO ANALYSIS AND ANALYSIS ANALYSIS AND ANALYSIS AND ANALYSIS AND ANALYSIS AND ANALYSIS AND AN

# SOUTHERN GUARANTY TITLE COMPANY

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

TEL. (850) 478-8121

FAX (850) 476-1437

Email: rcsgt@aol.com

Janet Holley P.O. Box 1312

Escambia County Tax Collector Pensacola, FL 32596 CERTIFICATION: TITLE SEARCH FOR TDA TAX DEED SALE DATE: 11-7-2016 TAX ACCOUNT NO.: 04-0912-230 CERTIFICATE NO.: 2014-1659 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 2015 tax year. Central Credit Union of Florida aka Endeavor Federal Credit Union Jeffrey V. Myrick Debra Marie Robertson (wife) P.O. Box 17048 Pensacola, FL 32522 6449 Bellview Pines Place Pensacola, FL 32526 TCF National Bank Minnesota 801 Marquette Ave. Minneapolis, MN 55402

Certified and delivered to Escambia County Tax Collector, this 4th day of August , 2016 .

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.: 12968 August 3, 2016

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

- 1. Mortgage executed by Jeffrey V. Myrick, a married man to TCF National Bank Minnesota, dated 09/20/1999 and recorded in Official Record Book 4473 on page 292 of the public records of Escambia County, Florida. given to secure/the original principal sum of \$74,147.52. Mortgage Modification recorded in O.R. Book 5626, page 495, and O.R. Book 6733, page 495.
- 2. Judgment filed by Central Credit Union of Florida AKA Endeavor Federal Credit Union recorded in O.R. Book 6572, page 424.
- 3. Taxes for the year 2013-2015 delinquent. The assessed value is \$75,735.00. Tax ID 04-0912-230.

#### 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.: 12968

August 3, 2016

Lot 4, Block C, Bellview Pines Unit #9, as per plat thereof, recorded in Plat Book 12, Page 68, of the Public Records of Escambia County, Florida

### **Southern Guaranty Title Company**

4400 Bayou Boulevard, Suite 13B Pensacola, Florida 32503

Telephone: 850-478-8121 Facsimile: 850-476-1437



#### OWNERSHIP AND ENCUMBRANCE REPORT

File No.: 12968 August 3, 2016

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 08-03-1996, through 08-03-2016, and said search reveals the following:

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

Jeffrey V. Myrick, a married man

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

August 3, 2016