Application Number 1600413

TO: Tax Collector of ESCAMBIA COUNTY: JANET HOLLEY

In accordance with the Florida Statutes, I,

PFS FINANCIAL 1, LLC U.S. BANK, CUSTODIAN/PFS FINAN

US BANK AS CUST FOR PFS FINANCIAL 1 LLC

50 SOUTH 16TH ST, STE 2050 PHILADELPHIA, PA 19102

, 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/ 6996	06-01-2014	BEG AT SW COR OF LT 14 N 132 FT FOR POB CONT N 100 FT E 300 FT S 100 FT W 300 FT TO POB PART OF LT 14 BLK D PENSACOLA HIGHLANDS PLAT DB 102 P 178 OR 5680 P 866
		SEC 9/17 T1N R 31

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	05-04-2016
Applicant's Signature	Date

BEG AT SW COR OF LT 14 N 132 FT FOR POB CONT N 100 FT E 300 FT S 100 FT W 300 FT TO POB PART OF LT 14 BLK D PENSACOLA HIGHLANDS PLAT DB 102 P 178 OR 5680 P 866 SEC 9/17 T1N R 31

Tax Deed Application Number

1600413

Date of Tax Deed Application May 04, 2016

This is to certify that PFS FINANCIAL 1, LLC U.S. BANK, CUSTODIAN/PFS FINAN US BANK AS CUST FOR PFS FINANCIAL 1 LLC, holder of Tax Sale Certificate Number 2014 / 6996, Issued the 1st Day of June, 2014 and which encumbers the following described property in the county of Escambia, State of Florida, to wit: 11-2702-100

Cert Holder:

PFS FINANCIAL 1, LLC U.S. BANK, CUSTODIAN/PFS FINAN US BANK AS CUST FOR PFS FINANCIAL 1 LLC 50 SOUTH 16TH ST, STE 2050 PHILADELPHIA, PA 19102

Property Owner:

YUHASZ MARK & JENNIFER 126 MADRID RD CANTONMENT, FL 32533

BEG AT SW COR OF LT 14 N 132 FT FOR POB CONT N 100 FT E 300 FT S 100 FT W 300 FT TO POB PART OF LT 1Full legal attached.

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
2014/6996	11-2702-100	06-01-2014	620.49	31.02	651.51

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
2015/7407	11-2702-100	06-01-2015	618.46	6.25	30.92	655.63

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	1,307.14
2. Total of Delinquent Taxes Paid by Tax Deed Applicant	0.00
3. Total of Current Taxes Paid by Tax Deed Applicant	604.36
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)	2,286.50
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.	31,481.00
16. Other Outstanding Certificates and Delinquent Taxes Not Included in this Application, If Applicable Per Florida Statutes	
17. Statutory (Opening) Bid; Total of Lines 7, 14, 15 (if applicable) and 16 (if applicable)	
18. Redemption Fee	6.25
19. Total Amount to Redeem	

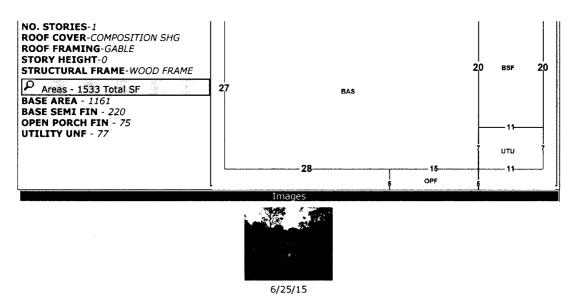
Done this the 24th day of May, 2016 Janet Holley, Tax Collector of Escambia County

Date of Sale:

5 December 2016

Shirley Rich CFCA Senior Deputy Jax Collector

\*This certification must be surrendered to the Clerk of the Circuit Court no later than ten (10) days after this date. 11-2702-100 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.





Sale

Amendment 1/Portability

Tangible Property

Real Estate

NO. PLUMBING FIXTURES-6

Search Search List Calculations Back Printer Friendly Version Navigate Mode Account OReference **General Information** Assessments Reference: 091N311000142004 Land **Imprv** Total Cap Val Account: 112702100 2015 \$15,504 \$52,109 \$67,613 \$62,962 2014 YUHASZ MARK & JENNIFER \$65,715 \$62,463 Owners: \$15,504 \$50.211 Mail: 126 MADRID RD 2013 \$15,504 \$46,036 \$61,540 \$61,540 CANTONMENT, FL 32533 Situs: 126 MADRID RD 32533 Disclaimer SINGLE FAMILY RESID 🔑 **Use Code:** Amendment 1/Portability Calculations Taxing COUNTY MSTU **Authority:** Open Tax Inquiry Window Tax Inquiry: Tax Inquiry link courtesy of Janet Holley Escambia County Tax Collector 2015 Certified Roll Exemptions Sales Data HOMESTEAD EXEMPTION Official Records Sale Date Book Page Value Type (New Window) Legal Description 06/2005 5680 866 \$35,000 WD View Instr BEG AT SW COR OF LT 14 N 132 FT FOR POB CONT N 100 FT E 300 FT S 100 FT W 300 FT TO POB PART 03/1979 1314 969 \$30,500 WD View Instr OF LT 14 BLK D... Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Extra Features Comptroller FRAME GARAGE Parcel **Launch Interactive Map** Information Section Map Id: 09-1N-31-2 WADRID RD 300 Approx. Acreage: 0.6800 Zoned: 🔑 LDR **Evacuation** & Flood Information 300 Open Report View Florida Department of Environmental Protection(DEP) Data Address:126 MADRID RD, Year Built: 1971, Effective Year: 1971 Structural Elements **DECOR/MILLWORK-AVERAGE DWELLING UNITS-1 EXTERIOR WALL-BRICK-FACE/VENEER** FLOOR COVER-CARPET **FOUNDATION-SLAB ON GRADE HEAT/AIR-CENTRAL H/AC** INTERIOR WALL-DRYWALL-PLASTER





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

Tax Deed - Redemption Calculator
Account: 112702100 Certificate Number: 006996 of 2014

Redemption No V	Application Date 05/04/2016	Interest Rate 18%	
	Final Redemption Payment ESTIMATED	Redemption Overpayment ACTUAL	
	Auction Date 12/05/2016	Redemption Date 06/02/2016	
Months	7	1	
Tax Collector	\$2,286.50	\$2,286.50	
Tax Collector Interest	\$240.08	\$34.30	
Tax Collector Fee	\$6.25	\$6.25	
Total Tax Collector	\$2,532.83	\$2,327.05	
Clerk Fee	\$130.00	\$130.00	
Sheriff Fee	\$120.00	\$120.00	
Legal Advertisement	\$200.00	\$200.00	
App. Fee Interest	\$47.25	\$6.75	
Total Clerk	\$497.25	\$456.75 CH	
Postage	\$60.00	\$0.00	
Researcher Copies	\$40.00	\$0.00	
Total Redemption Amount	\$3,130.08	\$2,783.80	
	Repayment Overpayment Refund Amount	\$346.28	

#### **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 006996

Redeemed Date 06/02/2016

Name MARK YUHASZ 126 MADRID RD CANTONMENT, FL 32533

Clerk's Total = TAXDEED	\$497/25				
Due Tax Collector = TAXDEED	\$2,832.83				
Postage = TD2	\$60.00 \$2463.80				
ResearcherCopies = TD6	\$40.00				

For Office Use Only

	Date	Docket	Desc	Amount Owed	Amount Due	Payee Name
-						

#### FINANCIAL SUMMARY

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: 112702100 Certificate Number: 006996 of 2014

Payor: MARK YUHASZ 126 MADRID RD CANTONMENT, FL 32533 Date 06/02/2016

Clerk's Check # 1	Clerk's Total	\$497,25	
Tax Collector Check # 1	Tax Collector's Total	\$2,\$32.83	
	Postage	\$0.00	-
	Researcher Copies	\$40.00	
	Total Received	<del>-\$3,130.08</del> \$246	男.80

PAM CHILDERS
Clerk of the Circuit 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 •

June 17, 2016

PFS FINANCIAL 1 LLC US BANK CUSTODIAN 50 SOUTH 16<sup>TH</sup> ST STE 2050 PHILADELPHIA PA 19102

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 004723	\$450.00	\$6.75	\$456.75
2014 TD 000050	\$450.00	\$6.75	\$456.75
2014 TD 006996	\$450.00	\$6.75	\$456.75
2014 TD 002469	\$450.00	\$6.75	\$456.75
2014 TD 008312	\$450.00	\$6.75	\$456.75
2014 TD 009012	\$450.00	\$6.75	\$456.75

TOTAL \$2740.50

Very truly yours,

PAM CHILDERS

Clerk of Circuit Court

By:

Emily Hogg

Tax Deed Division

BK: 7171 PG: 1784 Last Page

BK: 7135 PG: 81 Last Page

Stipulated and Agreed to by:

D. Tyler Van Leuven, Esquire Attorney for Plaintiff

Robert N. Heath, Jr. Attorney for Defendant

Plaintiff: HARVESTERS FEDERAL CREDIT UNION
Post Office Box 5
Cantonment, FL 32533

Copies furnished to:

James E. Sorenson, Esquire,
D. Tyler Van Leuven, Esquire,
Jack E. Kiker, III, Esquire,
F. Palmer Williams, Esquire, &
J. Blair Boyd, Esquire, of
Williams, Gautier, Gwynn, DeLoach & Sorenson, P.A.
Post Office Box 4128
Tallahassee, FL 32315-4128
creservice@wggdlaw.com (E-Service E-Mail Address)
Attorneys for Plaintiff

Robert H. Heath, Jr., Esquire 423 N. Baylen Street Pensacola, FL 32501 robert@robertheathlaw.com sandra@robertheathlaw.com Attorney for Defendant

Recorded in Public Records 05/20/2014 at 10:26 AM OR Book 7171 Page 1783, Instrument #2014035158, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording \$18.50

Recorded in Public Records 02/14/2014 at 11:48 AM OR Book 7135 Page 80, Instrument #2014009840, Pam Childers Clerk of the Circuit Court Escambia County, FL

Filing # 9760065 Electronically Filed 01/31/2014 10:43:19 AM

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

TODUE

TO

E Was One only gra

HARVESTERS FEDERAL CREDIT UNION,

CASE NO. 2013 SC 003203

Plaintiff,

VS.

MARK A. YUHASZ JR.,

Defendant.

#### STIPULATED FINAL JUDGMENT

THIS ACTION having come before the Court, it is

ORDERED AND ADJUDGED that Plaintiff, HARVESTERS FEDERAL CREDIT UNION, recover from Defendant, MARK A. YUHASZ JR., the principal amount of \$5,000.00, attorneys' fees in the amount of \$137.50 and costs in the amount of \$385.00, making a total of \$5,522.50 that shall bear interest at the rate of 4.75% per annum, for all of which let execution issue.

DONE AND ORDERED in Chambers at Pensacola, Escambia County, Florida, this 12 day of February 2014.

CERTIFIED TO BE A TABLE COPY OF REAL ORIGINAL ON FILE BY THE OPE ICE OF THE CIRCUIT COURT OF THE CIRCUIT OF THE CIRCU

COUNTY JUDGE

Recorded in Public Records 11/06/2013 at 01:59 PM OR Book 7098 Page 477, Instrument #2013084797, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording \$10.00

This Instrument Was Prepared By And Is To Be Returned To: B. CAROL MERRITT Emerald Coast Utilities Authority 9255 Sturdevant Street Pensacola, Florida 32514-0311

Account Number: 320604-145209

Revised 05/31/2011



#### **NOTICE OF LIEN**

#### STATE OF FLORIDA COUNTY OF ESCAMBIA

Notice is hereby given that the EMERALD COAST UTILITES AUTHORITY has a lien against the following described real property situated in Escambia County, Florida, for water, wastewater and/or sanitation service provided to the following customer: BEG AT SW COR OF LT 14 N 132 FT FOR POB CONT N 100 FT E 300 FT S 100 FT W 300 FT TO POB...

Customer: MARK A YUHAS Z JR & JENNIFER YUHASZ

Amount of Lien: \$72.64 , together with additional unpaid utility service charges, if any, which may accrue subsequent to the date of this notice and simple interest on unpaid charges at 18 percent per annum, or at such lesser rate as may be allowed by law.
This lien is imposed in accordance with Section 159.17, Florida Statutes, Chapter 92-248, Laws of Florida, as amended and Emerald Coast Utilities Authority Resolution 87-10, as amended, and this lien shall be prior to all other liens on such lands or premises except the lien of state, county, and municipal taxes and shall be on a parity with the lien of such state, county, and municipal taxes.
Provided however, that if the above-named customer has conveyed said property by means of deed recorded in the public records of Escambia County, Florida, prior to the recording of this instrument, or if the interest of the above-named customer is foreclosed by a proceeding in which notice of lis pendens has been filed prior to the recording of this instrument, this lien shall be void and of no effect.
Dated: 11/04/13
EMERALD COAST UTILITIES AUTHORITY
BY: B. Carol Mexitt
STATE OF FLORIDA COUNTY OF ESCAMBIA The foregoing instrument was acknowledged before me this day of NOVEMBER, 20 13 , by B. CAROL MERRITT of the Emerald Coast Utilities Authority, who is personally known to me and who did not take an oath.
[Notary Seal]  Notary Public - State of Florida
JAME D. ROGER  MY COMMISSION # EE 0  EXPIRES: April 12, 2  Bonded Tru Notary Public Ur

Recorded in Public Records 02/14/2012 at 12:54 PM OR Book 6819 Page 673, Instrument #2012011020, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording \$10.00

> Recording Requested By: HSBC Bank USA, N.A. Prepared By: Allan Keohane

When recorded mail to: HSBC 636 Grand Regency Blvd

Brandon, FL 33511

Case Nbr: 17189998 Rcf Number: 0012479721 Property Address: 126 MADRID ROAD

**CANTONMENT, FL 32533** 

FL0-AM 17189998

MIN #: 100308000016806553

MERS Phone #: 888-679-6377

#### ASSIGNMENT OF MORTGAGE

For Value Received, the undersigned holder of a Mortgage (herein "Assignor") whose address is 1901 E Voorhees Street, Suite C, Danville, IL 61834 does hereby grant, sell, assign, transfer and convey unto HSBC MORTGAGE SERVICES INC. whose address is 636 GRAND REGENCY BLVD, BRANDON, FL 35311 all beneficial interest under that certain Mortgage described below together with the note(s) and obligations therein described and the money due and to become due thereon with interest and all rights accrued or to accrue under said Mortgage.

123LOAN, LLC, A NEVADA LIMITED LIABLITY COMPANY

Original Borrower(s):

MARK YUHASZ AND JENNIFER YUHASZ, HUSBAND AND WIFE

Date of Mortgage:

12/19/2005 \$35,000.00

Original Loan Amount:

Recorded in Escambia County, FL on: 1/17/2006, book 5820, page 485 and instrument number 2006004403

ITNESS WHEREOF, the undersigned has caused this Assignment of Mortgage to be executed on FEB 0 8 2012

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR 123LOAN, LLC **NEVADA LIMITED LIABILITY COMPANY** 

By: Rebecca Vice P

Witness: Indrani Mukerje

State of NY, County of

Michael Peter Assistant Secretary

ess: Julie Ho

5EB 08 2012 DEB 08 2012, before me, Yolanda Collier, a Notary Public, personally appeared Rebecca A. Cosgrove, Vice President and Michael Peter, Masistant Secretary of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR 123LOAN, LLC, A NEVADA LIMITED LIABILITY COMPANY personally known to me, or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within document and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the document the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness thy har

Notary Public: Yolanda Collier My Commission Expires: 10/14/2012

YOLANDA COLLIER No. 01SUB194802
Notary Public, State of New York
Qualified in Eric County
My Commission Expires Oct. 14,

BK: 5820 PG: 489 Last Page

#### EXHIBIT A

ALL THAT CERTAIN LAND SITUATE IN ESCAMBIA COUNTY, STATE OF FLORIDA, VIZ:

LOT 2 OF AN UNRECORDED SUBDIVISION OF LOTS 14 AND 15, BLOCK D, PENSACOLA HIGHLANDS, A RECORDED SUBDIVISION OF SECTIONS 9 AND 17, TOWNSHIP 1 NORTH, RANGE 31 WEST, ACCORDING TO PLAT RECORDED IN DEED BOOK 102, PAGE 178, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 14; THENCE NORTH 132.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ON NORTH 100 FEET; THENCE EAST 300 FEET; THENCE SOUTH 100 FEET; THENCE WEST 300 FEET TO THE POINT OF BEGINNING.

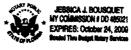
SUBJECT TO ZONING, RESTRICTIONS, PROHIBITIONS AND OTHER REQUIREMENTS IMPOSED BY GOVERNMENTAL AUTHORITIES, AND EASEMENTS, RESTRICTIONS AND RESERVATIONS OF RECORD AND TO TAXES FOR THE CURRENT YEAR AND THEREAFTER.

ADDRESS: 126 MADRID RD; CANTONMENT, FL 325331026 TAX MAP OR PARCEL ID NO.: 112702100

BK: 5820 PG: 488

- ESCROW FOR TAXES AND INSURANCE. Unless otherwise provided in a separate agreement, Mortgagor will not be required to
  pay to Lender funds for taxes and insurance in escrow.
- 21. FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS. Mortgagor will provide to Lender upon request, any financial statement or information Lender may deem reasonably necessary. Mortgagor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Mortgagor's obligations under this Security Instrument and Lender's lien status on the Property.
- 22. JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND. All duties under this Security Instrument are joint and individual. If Mortgagor signs this Security Instrument but does not sign an evidence of debt, Mortgagor does so only to mortgage Mortgagor's interest in the Property to secure payment of the Secured Debt and Mortgagor does not agree to be personally liable on the Secured Debt. If this Security Instrument secures a guaranty between Lender and Mortgagor, Mortgagor agrees to waive any rights that may prevent Lender from bringing any action or claim against Mortgagor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws. Mortgagor agrees that Lender and any party to this Security Instrument may extend, modify or make any change in the terms of this Security Instrument or any evidence of debt without Mortgagor's consent. Such a change will not release Mortgagor from the terms of this Security Instrument. The duties and benefits of this Security Instrument shall bind and benefit the successors and assigns of Mortgagor and Lender.
- 23. APPLICABLE LAW; SEVERABILITY; INTERPRETATION. This Security Instrument is governed by the laws of the jurisdiction in which Lender is located, except to the extent otherwise required by the laws of the jurisdiction where the Property is located. This Security Instrument is complete and fully integrated. This Security Instrument may not be amended or modified by oral agreement. Any section in this Security Instrument, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Security Instrument are for convenience only and are not to be used to interpret or define the terms of this Security Instrument. Time is of the essence in this Security Instrument.
- 24. NOTICE. Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Security Instrument, or to any other address designated in writing. Notice to one mortgagor will be deemed to be notice to all mortgagors.
- 25. WAIVERS. Except to the extent prohibited by law, Mortgagor waives all appraisement and homestead exemption rights relating to the Property.
- 26. OTHER TERMS. If checked, the following are applicable to this Security Instrument:

zero da	f Credit. The Secured Debt includes a revolving lance, this Security Instrument will remain in effec	t until releas	ed.			
[ ] Constr Propert	uction Loan. This Security Instrument secures	an obligation	on incurred f	or the construction	of an improver	nent on the
photogr	Filing. Mortgagor grants to Lender a security inte- come fixtures related to the Property. This S aphic or other reproduction may be filed of record	for purposes	rument suffice of Article 9	ces as a financing of the Uniform Con	statement and	any carbon,
terms o	The covenants and agreements of each of the rid fthis Security Instrument. [Check all applicable by the property of the rid Development o	oxes}		acorporated into and	d supplement and	d amend the
[ ] Addition	ndominium Rider [ ] Planned Unit Development F all Terms.	Coder [ ] Ot	her		-	
[ ] Paymen maker	t of this note or mortgage is subject to the term and payee or mortgagor and mortgagee.	ns of a hom	· e improvem	ent installment cor	atract of even d	ate between
SIGNATU attachment	RES: By signing below, Grantor agrees to the s. Grantor also acknowledges receipt of a copy of	terms and o	covenants co Instrument o	ntained in this Sec n the date stated on	curity Instrument	and in any
Mark	Juhan/ 12-20-05	()	maril	en liet	001 17	-73 N-NS
(Signature)	Mark Yuhuit (D	ate) (Sign	nature)Jennif Non-B	r Yuhasz orrowing Party Requi	ired To Sign	(Date)
(Signature)	(De	ate) (Sign	nature)			(Date)
(Signature)	(De	ate) (Sign	nature)			(Date)
(Witness)	ica Brilland DD01	05 (With	2000)			
	LEDGMENT:	(****	ress)			
	STATE OF FIORICA This instrument was acknowledged before me	, COUNT	YOF ES	scambia		} ss.
(Individual)	This instrument was acknowledged before me to Mark Yuhasz, Jennifer Yuhasz	this	20	day of Of	cember	by
	personally known to me or who has produced My commission expires: 10   34   09	Driver's	Licens	es es	identification.	who is



Jessica J. Busquet

Jessica J. Busquet

Recorded in Public Records 01/17/2006 at 11:45 AM OR Book 5820 Page 485, Instrument #2006004403, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording \$44.00 MTG Stamps \$122.50 Int. Tax \$70.00

	This document was prepared by Walter Hofer 123Loan, LLC				
*					
	State of Florida's Documentary Stamp Tax required by law in				
	the amount of \$				
	applicable) for the County of				
	State of Florida.  WHEN RECORDED MAIL TO:				
	123Loan, LLC RETURN TO:				
	85 Enterprise, Suite 200 Allen Viole CA 20086 LENDER RECORDING SERVICES				
	Alleo Viejo, CA 92656 25111 COUNTRY CLUB BLVD #275 N. OLMSTED, OH 44070				
	Loan Number: 1680655				
	State of FloridaSpace Above This Line For Recording Data				
	Spect flow Time State For Recording Date				
	MORTGAGE				
	(With Future Advance Clause)  MIN: 100308000016806553				
1.	DATE AND PARTIES. The date of this Mortgage (Security Instrument) is December 19, 2005				
	parties, their addresses and tax identification numbers, if required, are as follows:				
	MORTGAGOR: Mark Yuhasz and Jennifer Yuhasz, Husband and Wife				
	1310 modrig Rg				
	COMONNEM FL32533				
	1 to 1 to 1 to 2 to 2 to 2 to 2 to 2 to				
	1 If checked, refer to the attached Addendum incorporated herein, for additional Mortgagors, their signatures and acknowledgments.				
LENDER:					
	123Loan, LLC, a Nevada limited liability company 85 Enterprise, Suite 200, Aliso Viejo, CA 92656				
	"MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.				
2.	CONVEYANCE. For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Mortgagor's performance under this Security Instrument, Mortgagor grants, bargains,				
	conveys and mortgages to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS the following described property:  As per legal description attached hereto and made a part hereof				
	Por rogan accompliant attached hereto and made a part nereof				
	A.P.N.: 112702100				
	· · · · · · · · · · · · · · · · · · ·				
	The property is located in Escambla at 126 Madrid Road  (County)				
	Cantonment , Florida 32533				
	(Address) (City) (ZIP Code) Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights,				
	diches, and water stock and all existing and future improvements structures fixtures and replacements that may now as a				
	any time in the future, be part of the real estate described above (all referred to as "Property"). Mortgagor understands and agrees that MERS holds only legal title to the interests granted by Mortgagor in this Security Instrument; but, if necessary to				
	comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property, and to take any action				
	required of Lender, including but not limited to, releasing and canceling this Security Instrument.				
3.	MAXIMUM OBLIGATION LIMIT. The total principal amount secured by this Security Instrument at any one time shall not				
exceed \$ 35,000.00  This limitation of amount does not include interest and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances m					
	terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security				
	instrument.				
4.	SECURED DEBT AND FUTURE ADVANCES. The term "Secured Debt" is defined as follows:  A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(s) or other evidence of debt described				
	below and all their extensions, renewals, modifications or substitutions. (When referencing the debts below it is				
	suggested that you include items such as borrowers' names, note amounts, interest rates, maturity dates, etc.)				

Mark Yuhasz, Home Equity Line of Credit Agreement and Promissory Note to 123Loan, LLC dated 12/19/2005 with a maturity date of 12/19/2020.

11158L FLORIDA - MORTGAGE (NOT FOR FNMA, FHLMC, FHA OR VA USE)

Experie \_ 1994 Bankers Systems, Inc., St. Cloud, MN Form RFC-REMTG-FL 7/5/2001

My spage of all

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower shall pay any recordation costs.				
23. Attorneys' Fees. As used in this Security Instrument and the Note, "attorneys fees" shall include any attorneys' fees awarded by an appellate court.				
24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]				
Adjustable Rate Rider Graduated Payment Rider Balloon Rider Other(s) [specify]  Condominium Rider Planned Unit Development Rider Blweekly Payment Rider Blweekly Payment Rider Second Home Rider				
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.				
Signed, sealed and delivered in the presence of:  Max Juhaa/ (Seal)  Signature  Signature				
MARYANN CONLEY  Printed Name  Beoch Signature  Signature  JENNIFER YUHASZ  Borrower				
Printed Name				
(Seal)				
(Seal)				
Space Below This Line For Acknowledgment]				
STATE OF FLORIDA, ESCAMBIA County se:				
The foregoing instrument was acknowledged before me this 29th day of June, 2005 by MARK YUHASZ and JENNIFER YUHASZ who are personally known to me or who have produced $\frac{drivers}{Florida}$ Lo as identification.				
Beverly L. Lentz Commission #DD242844 Expires: Aug 19, 2007 Bonded The Admits Bonding Co., be.				

RECORD AND RETURN TO: Charles Curry Stonewall Title Group 100 North Spring Street, Suite 1 Pensacola, Florida 32502

FLORIDA Single Family Fannie Mae/Freddle Mac UNIFORM INSTRUMENT Page 5 of 5

Initial Here Form 3010 9-90 (7-94) JS-12203-74 BK: 5680 PG: 873

#### **EXHIBIT "A"**

Lot 2 of an unrecorded subdivision of Lots 14 and 15, Block D, Pensacola Highlands, a recorded subdivision of Sections 9 and 17, Township 1 North, Range 31 West, according to plat recorded in Deed Book 102. Page 178, of the public records of Escambia County, Florida. More particularly described as follows: Commencing at the Southwest corner of Lot 14; thence North 132.00 feet to the Point of Beginning; thence continuing on North 100 feet; thence East 300 feet; thence South 100 feet; thence West 300 feet to the Point of Beginning.

Recorded in Public Records 07/14/2005 at 02:00 PM OR Book 5680 Page 872, Instrument #2005394272, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording \$52.50 MTG Stamps \$122.50

	¬	
PREPARED BY:		
Charles Curry Stonewall Title Group		
Stonewall Title Group 100 North Spring Street, Suite 1 Pensacola, Florida 32502		

(Space Above This Line For Recording Data)

#### **MORTGAGE**

THIS MORTGAGE ("Security Instrument") is given on June 29th, 2005. The mortgagor are MARK YUHASZ and JENNIFER YUHASZ, HUSBAND AND WIFE, whose address is 126 MADRID PLACE, CANTONMENT, FL 32533 ("Borrower").

This Security Instrument is given to HARVESTERS FEDERAL CREDIT UNION which is organized and existing under the laws of FLORIDA and whose address is 480 SOUTH HIGHWAY 29, CANTONMENT, FLORIDA 32533 ("Lender").

Borrower owes Lender the principal sum of Thirty-Five Thousand and 90/100 (U.S. \$35,000.00) Dollars. This debt is evidenced by Borrower's note dated the same date as this Security instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on July 1st, 2020. This Security instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to lender the following described property located in ESCAMBIA County, Fiorida:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

which has the address of

Our File Number: 20050132

126 MADRID PLACE,

CANTONMENT, FL

(Street)

32533 ("Property Address");

(Zip Code)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fedures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

Initial Here

FLORIDA Single Family

Page 1 of 5

Fannie Mae/Freddle Mac UNIFORM INSTRUMENT

BK: 5680 PG: 868

#### **EXHIBIT "A"**

Lot 2 of an unrecorded subdivision of Lots 14 and 15, Block D, Pensacola Highlands, a recorded subdivision of Sections 9 and 17, Township 1 North, Range 31 West, according to plat recorded in Deed Book 102. Page 178, of the public records of Escambia County, Florida. More particularly described as follows: Commencing at the Southwest corner of Lot 14; thence North 132.00 feet to the Point of Beginning: thence continuing on North 100 feet; thence East 300 feet; thence South 100 feet; thence West 300 feet to the Point of Beginning.

BK: 5680 PG: 867

Signed, sealed and delivered in the presence of:

Wilness #1 Signature

Beyerly L. Lentz

Witness #1 Printed Name

Witness #2 Signature
Kathleen A Curry
Witness #2 Printed Name

Anda & Maris

133 MADRID ROAD, CANTONMENT, FL 32533

STATE OF FLORIDA COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 29th day of June, 2005, by Linda J. Morris ( ) who is personally known to me or ( ) who have shown me <u>FL Drivers License</u> as identification.

KATHLEEN A. CURRY Notary Public, State of Florida My comm. exp. Apr. 26, 2008 Comm. No. DD 304287

(NOTARIAL SEAL)

NOTARY PUBLIC

Recorded in Public Records 07/14/2005 at 02:00 PM OR Book 5680 Page 866, Instrument #2005394271, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording \$52.50 Deed Stamps \$245.00

THIS INSTRUMENT PREPARED BY AND RETURN TO: Charles Curry Stonewall Title Group 100 North Spring Street, Suite 1 Pensacola, Florida 32502

Property Appraisers Parcel Identification (Folio) Numbers: 091N31-1000-142-004

THIS WARRANTY DEED, made the 29th day of June, A.D. 2005 by ROBERT E. MORRIS, JR., A DIVORCED AND UNREMARRIED MAN, and LINDA J. MORRIS, A DIVORCED AND UNREMARRIED WOMAN, herein called the grantors, to MARK YUHASZ and JENNIFER YUHASZ, HUSBAND AND WIFE whose post office address is 126 MADRID PLACE, CANTONMENT, FL 32533, hereinafter called the Grantees:

(Wherever used herein the terms "grantor" and "grantes" include all the panies to this instrument and the heirs, tegal representatives and assigns of individuals, and the successors and assigns of corporations)

\_\_SPACE ABOVE THIS LINE FOR RECORDING DATA.

WITNESSETH: That the grantors, for and in consideration of the sum of TEN AND 00/100'S (\$10.00) Dollars and other valueble considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, allens, remises, releases, conveys and confirme unto the grantee all that certain land situate in ESCAMBIA County, State of Florida, viz:

### SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Subject to zoning, restrictions, prohibitions and other requirements imposed by governmental authorities, and easements, restrictions and reservations of record and to taxes for the current year and thereafter.

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

TO HAVE AND TO HOLD, the same in fee simple forever.

AND, the grantors hereby covenant with said grantees that the grantors are lawfully seized of said land in fee simple; that the grantors have good right and lawful authority to sell and convey said land, and hereby warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2004.

IN WITNESS WHEREOF, the said grantors have signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Harklege A Cury Witness #1 Signature Kathleen A Curry

Witness #1 Printed Name

Witness #2 Streature

Beuglig L.L.
Witness #2 Printed Name

ROBERT E. MORRIS, JR.

133 MADRID ROAD, CANTONMENT, FL 32533

STATE OF FLORIDA COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 29th day of June, 2005, by Robert E.

Morris, Jr., () who is personally known to me or ( ) who have shown me

druvers livene as identification.



Severy L. L.

### SOUTHERN GUARANTY TITLE COMPANY

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

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

Email: rcsgt@aol.com

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

SOUTHERN GUARANTY TITLE COMPANY

by: Richard S. Combs, President

CERTIFICATION: TITLE SEARCH FOR TDA TAX DEED SALE DATE: 12-5-2016 11-2702-100 TAX ACCOUNT NO.: CERTIFICATE NO.: 2015-6996 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. NO YES X Notify City of Pensacola, P.O. Box 12910, 32521 X Notify Escambia County, 190 Governmental Center, 32502 Homestead for \_\_\_\_\_ tax year. HSBC Mortgage Services, Inc. Mark Yuhasz 636 Grand Regency Blvd. Jennifer Yuhasz Brandon, FL 35311 126 Madrid Rd. Cantonment, FL 32533 **ECUA** 9255 Sturdevant St. Harvesters Federal Credit Union Pensacola, FL 32514 480 South Hwy. 29 Cantonment, FL 32533 and P.O. Box 5 Cantonment, FL 32533 Certified and delivered to Escambia County Tax Collector, this 16th day of September , 2016 .

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.: 13112

September 16, 2016

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

- 1. Mortgage executed by Mark Yuhasz and Jennifer Yuhasz, husband and wife to Harvesters Federal Credit Union, dated 06/29/2005 and recorded in Official Record Book 5680 on page 872 of the public records of Escambia County, Florida. given to secure the original principal sum of \$35,000.00.
- 2. Mortgage executed by Mark Yuhasz and Jennifer Yuhasz, husband and wife to 123 Loan, LLC, dated 12/19/2005 and recorded in Official Record Book 5820 on page 485 of the public records of Escambia County, Florida. given to secure the original principal sum of \$35,000.00. Assignment to HSBC Mortgage Services, Inc. recorded in O.R. Book 6819, page 673.
- 3. Utility Lien filed by ECUA recorded in O.R. Book 7098, page 477.
- 4. Judgment filed by Harvesters Federal Credit Union recorded in O.R. Book 7152, page 1783.
- 5. Taxes for the year 2012-2015 delinquent. The assessed value is \$69,801.00. Tax ID 11-2702-100.

#### 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.: 13112

September 16, 2016

091N311000142004 - Full Legal Description

BEG AT SW COR OF LT 14 N 132 FT FOR POB CONT N 100 FT E 300 FT S 100 FT W 300 FT TO POB PART OF LT 14 BLK D PENSACOLA HIGHLANDS PLAT DB 102 P 178 OR 5680 P 866 SEC 9/17 T1N R 31

#### **Southern Guaranty Title Company**

4400 Bayou Boulevard, Suite 13B Pensacola, Florida 32503

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

Kedeemed 16-527

#### OWNERSHIP AND ENCUMBRANCE REPORT

File No.: 13112 September 16, 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 09-16-1996, through 09-16-2016, and said search reveals the following:

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

Mark Yuhasz and Jennifer Yuhasz, husband and wife

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

September 16, 2016