

Tax Collector's Certification

CTY-513

Tax Deed Application Number
1900031

Date of Tax Deed Application
Apr 12, 2019

This is to certify that **FCAP AS CUSTODIAN FOR FTCFIMT, LLC**
FL TAX CERT FUND I MUNI TAX, LLC, holder of **Tax Sale Certificate Number 2017 / 8163**, Issued the 1st Day of June, 2017 and which encumbers the following described property in the county of Escambia County, State of Florida, to wit: **14-1444-000**

Cert Holder:
FCAP AS CUSTODIAN FOR FTCFIMT, LLC
FL TAX CERT FUND I MUNI TAX, LLC
PO BOX 775311
CHICAGO, IL 60677

Property Owner:
CHRISTINE RICHARD &
JAMAICA O'JAY
1326 E LLOYD ST
PENSACOLA, FL 32503
LTS 11 TO 13 BLK 172 OR 3957 P 313 NEW CITY TRACT CA 49

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
2017/8163	14-1444-000	06/01/2017	1,441.77	72.09	1,513.86

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
2018/8319	14-1444-000	06/01/2018	1,463.61	6.25	73.18	1,543.04

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	3,056.90
2. Total of Delinquent Taxes Paid by Tax Deed Applicant	0.00
3. Total of Current Taxes Paid by Tax Deed Applicant	1,360.63
4. Property Information 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)	4,792.53

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.	
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 23rd day of April, 2019 Scott Lunsford, Tax Collector of Escambia County

Date of Sale: August 5, 2019

By *Jennifer W. Cassidy*

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

14-1444-000 2017

APPLICATION FOR TAX DEED

Section 197.502, Florida Statutes

512
R. 12/16

Application Number: 1900031

To: Tax Collector of ESCAMBIA COUNTY, Florida

I,
FCAP AS CUSTODIAN FOR FTCFIMT, LLC
FL TAX CERT FUND I MUNI TAX, LLC
PO BOX 775311
CHICAGO, IL 60677,

hold the listed tax certificate and hereby surrender the same to the Tax Collector and make tax deed application thereon:

Account Number	Certificate No.	Date	Legal Description
14-1444-000	2017/8163	06-01-2017	LTS 11 TO 13 BLK 172 OR 3957 P 313 NEW CITY TRACT CA 49

I agree to:

- pay any current taxes, if due and
- redeem all outstanding tax certificates plus interest not in my possession, and
- pay all delinquent and omitted taxes, plus interest covering the property.
- pay all Tax Collector's fees, property information report costs, Clerk of the Court costs, charges and fees, and Sheriff's costs, if applicable.

Attached is the 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
FCAP AS CUSTODIAN FOR FTCFIMT, LLC
FL TAX CERT FUND I MUNI TAX, LLC
PO BOX 775311
CHICAGO, IL 60677

04-12-2019
Application Date

Applicant's signature



Chris Jones Escambia County Property Appraiser

Real Estate Search

Tangible Property Search

Sale List

[Back](#)

← Navigate Mode Account Reference →

[Printer Friendly Version](#)

General Information	
Reference:	000S009025011172
Account:	141444000
Owners:	CHRISTINE RICHARD & JAMAICA O'JAY
Mail:	1326 E LLOYD ST PENSACOLA, FL 32503
Situs:	1326 E LLOYD ST 32503
Use Code:	SINGLE FAMILY RESID
Taxing Authority:	PENSACOLA CITY LIMITS
Tax Inquiry:	Open Tax Inquiry Window
Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector	

Assessments				
Year	Land	Imprv	Total	Cap Val
2018	\$172,637	\$121,097	\$293,734	\$109,711
2017	\$172,637	\$111,810	\$284,447	\$107,455
2016	\$108,900	\$108,714	\$217,614	\$105,245
Disclaimer				
Tax Estimator				
> File for New Homestead Exemption Online				

Sales Data					
Sale Date	Book	Page	Value	Type	Official Records (New Window)
04/1996	3957	313	\$95,000	WD	View Instr
07/1989	2735	710	\$56,500	WD	View Instr
Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller					

2018 Certified Roll Exemptions	
HOMESTEAD EXEMPTION	
Legal Description	
LTS 11 TO 13 BLK 172 OR 3957 P 313 NEW CITY TRACT CA 49	
Extra Features	
METAL GARAGE POOL	

Parcel Information [Launch Interactive Map](#)

Section Map Id:
CA049

Approx. Acreage:
0.3472

Zoned:
R-1AA

Evacuation & Flood Information
[Open Report](#)

View Florida Department of Environmental Protection (DEP) Data

Buildings

Address: 1326 E LLOYD ST, Year Built: 1908, Effective Year: 1928	
Structural Elements	
DECOR/MILLWORK-ABOVE AVERAGE	
DWELLING UNITS-1	
EXTERIOR WALL-STUCCO OV WD/LA	
FLOOR COVER-HARDWOOD/PARQET	
FOUNDATION-WOOD/SUB FLOOR	
HEAT/AIR-CENTRAL H/AC	
INTERIOR WALL-DRYWALL-DECORAT	
NO. PLUMBING FIXTURES-6	

NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That FCAP AS CUSTODIAN FOR FTCFIMT LLC FL TAX CERT FUND I MUNI TAX LLC holder of Tax Certificate No. 08163, issued the 1st day of June, A.D., 2017 has filed same in my office and has made application for a tax deed to be issued thereon. Said certificate embraces the following described property in the County of Escambia, State of Florida, to wit:

LTS 11 TO 13 BLK 172 OR 3957 P 313 NEW CITY TRACT CA 49

SECTION 00, TOWNSHIP 0 S, RANGE 00 W

TAX ACCOUNT NUMBER 141444000 (19-363)

The assessment of the said property under the said certificate issued was in the name of

RICHARD CHRISTINE and JAMAICA O'JAY CHRISTINE


Unless said certificate shall be redeemed according to law, the property described therein will be sold to the highest bidder at public auction at 9:00 A.M. on the **first** Monday in the month of August, which is the **5th day of August 2019**.

Dated this 26th day of April 2019.

In accordance with the AMERICANS WITH DISABILITIES ACT, if you are a person with a disability who needs special accommodation in order to participate in this proceeding you are entitled to the provision of certain assistance. Please contact Emily Hogg not later than seven days prior to the proceeding at Escambia County Government Complex, 221 Palafox Place Ste 110, Pensacola FL 32502. Telephone: 850-595-3793.



PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA



By:
Emily Hogg
Deputy Clerk

19-363

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



BRANCH OFFICES
ARCHIVES AND RECORDS
JUVENILE DIVISION
CENTURY

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

COUNTY OF ESCAMBIA
OFFICE OF THE
CLERK OF THE CIRCUIT COURT

PAM CHILDERS, CLERK OF THE CIRCUIT COURT
Tax Certificate Redeemed From Sale
Account: 141444000 Certificate Number: 008163 of 2017

Payor: RICHARD CHRISTINE 1326 E LLOYD ST PENSACOLA FL 32503 **Date 05/03/2019**

Clerk's Check #	2849802	Clerk's Total	\$495.02
Tax Collector Check #	1	Tax Collector's Total	\$5,086.33
		Postage	\$60.00
		Researcher Copies	\$0.00
		Recording	\$10.00
		Prep Fee	\$7.00
		Total Received	\$5,658.35
			\$ 5041.68

PAM CHILDERS
 Clerk of the Circuit Court

Received By: *N. Coppage*
 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
 ARCHIVES AND RECORDS
 CHILDSUPPORT
 CIRCUIT CIVIL
 CIRCUIT CRIMINAL
 COUNTY CIVIL
 COUNTY CRIMINAL
 DOMESTIC RELATIONS
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**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 # 2017 TD 008163

Redeemed Date 05/03/2019

Name RICHARD CHRISTINE 1326 E LLOYD ST PENSACOLA FL 32503

Clerk's Total = TAXDEED	\$495.02	5,024.68
Due Tax Collector = TAXDEED	\$5,086.33	
Postage = TD2	\$60.00	
ResearcherCopies = TD6	\$0.00	
Release TDA Notice (Recording) = RECORD2	\$10.00	
Release TDA Notice (Prep Fee) = TD4	\$7.00	

• For Office Use Only

Date	Docket	Desc	Amount Owed	Amount Due	Payee Name
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FINANCIAL SUMMARY

No Information Available - See Dockets

19-803



PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

Tax Deed - Redemption Calculator

Account: 141444000 Certificate Number: 008163 of 2017

Redemption	<input type="text" value="No"/>	Application Date	<input type="text" value="04/12/2019"/>	Interest Rate	<input type="text" value="18%"/>
		Final Redemption Payment ESTIMATED		Redemption Overpayment ACTUAL	
		Auction Date	<input type="text" value="08/05/2019"/>	Redemption Date	<input type="text" value="05/01/2019"/>
Months	4				1
Tax Collector	<input type="text" value="\$4,792.53"/>				<input type="text" value="\$4,792.53"/>
Tax Collector Interest	\$287.55				\$71.89
Tax Collector Fee	<input type="text" value="\$6.25"/>				<input type="text" value="\$6.25"/>
Total Tax Collector	\$5,086.33				\$4,870.67 T.C.
Record TDA Notice	<input type="text" value="\$17.00"/>				<input type="text" value="\$17.00"/>
Clerk Fee	<input type="text" value="\$130.00"/>				<input type="text" value="\$130.00"/>
Sheriff Fee	<input type="text" value="\$120.00"/>				<input type="text" value="\$120.00"/>
Legal Advertisement	<input type="text" value="\$200.00"/>				<input type="text" value="\$200.00"/>
App. Fee Interest	\$28.02				\$7.01
Total Clerk	\$495.02				\$474.01 C.H.
Release TDA Notice (Recording)	<input type="text" value="\$10.00"/>				<input type="text" value="\$10.00"/>
Release TDA Notice (Prep Fee)	<input type="text" value="\$7.00"/>				<input type="text" value="\$7.00"/>
Postage	<input type="text" value="\$60.00"/>				<input type="text" value="\$0.00"/>
Researcher Copies	<input type="text" value="\$40.00"/>				<input type="text" value="\$0.00"/>
Total Redemption Amount	\$5,698.35				\$5,361.68
					-120-200
		Repayment Overpayment Refund Amount			\$336.67 \$5041.68
Book/Page	<input type="text"/>				<input type="text"/>

Notes

RELEASE OF NOTICE OF APPLICATION FOR TAX DEED

Pursuant to § 197.502(5)(c), Florida Statutes, the Escambia County Clerk of Court fully releases the Notice of Tax Deed Application recorded at Official Records Book 8085, Page 1409, of Escambia County, for the tax certificate, tax deed, and property described below:

Tax Certificate No. Certificate No. 08163, issued the 1st day of June, A.D., 2017

TAX ACCOUNT NUMBER: 141444000 (19-363)

DESCRIPTION OF PROPERTY:

LTS 11 TO 13 BLK 172 OR 3957 P 313 NEW CITY TRACT CA 49

SECTION 00, TOWNSHIP 0 S, RANGE 00 W

NAME IN WHICH ASSESSED: RICHARD CHRISTINE and JAMAICA O'JAY CHRISTINE

Dated this 3rd day of May 2019.



PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

By:
Emily Hogg
Deputy Clerk



Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

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

May 7, 2019

FCAP AS CUSTODIAN FOR FTCFIMT LLC
PO BOX 775311
CHICAGO IL 60677

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.

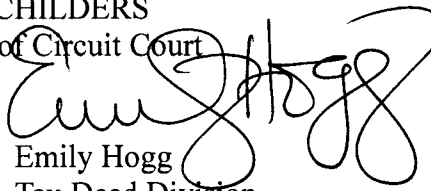
TAX CERT	APP FEES	INTEREST	TOTAL
2017 TD 002619	\$467.00	\$0.00	\$467.00
2017 TD 006780	\$467.00	\$0.00	\$467.00
2017 TD 003932	\$467.00	\$0.00	\$467.00
2017 TD 006042	\$467.00	\$0.00	\$467.00
2017 TD 008163	\$467.00	\$7.01	\$474.01

TOTAL \$2,342.01

Very truly yours,

PAM CHILDERS
Clerk of Circuit Court

By:


Emily Hogg
Tax Deed Division

Southern Guaranty Title Company

4400 Bayou Boulevard, Suite 13B

Pensacola, Florida 32503

Telephone: 850-478-8121

Facsimile: 850-476-1437

19-363
Redeemed

PROPERTY INFORMATION REPORT

File No.: 15144

May 6, 2019

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 05-06-1999, through 05-06-2019, and said search reveals the following:

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

Richard Christine and Jamaica O'Jay Christine, 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

This report is not title insurance. Pursuant to s. 627.7843, Florida Statutes, the maximum liability of the issuer of this property information report for errors or omissions in this property information report is limited to the amount paid for this property information report, and is further limited to the person(s) expressly identified by name in the property information report as the recipients(s) of the property information report.

THIS REPORT SHALL NOT BE USED FOR THE ISSUANCE OF TITLE INSURANCE.

Southern Guaranty Title Company

By: 

May 6, 2019

**PROPERTY INFORMATION REPORT
LEGAL DESCRIPTION**

File No.: 15144

May 6, 2019

Lots 11, 12 and 13, Block 172, New City Tract, City of Pensacola, Escambia County, Florida, according to the map of said City copyrighted by Thomas C. Watson in 1906.

**PROPERTY INFORMATION REPORT
CONTINUATION PAGE**

File No.: 15144

May 6, 2019

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

1. That certain mortgage executed by Richard Christine and Jamaica O'Jay Christine, husband and wife in favor of Welols Fargo Bank formerly Wachovia Bank, N.A. dated 02/08/2008 and recorded 03/06/2008 in Official Records Book 6296, page 1974 of the public records of Escambia County, Florida, in the original amount of \$400,000.00.

2. Taxes for the year 2016-2018 delinquent. The assessed value is \$293,734.00. Tax ID 14-1444-000.

PLEASE NOTE THE FOLLOWING:

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

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

Scott Lunsford
Escambia County Tax Collector
P.O. Box 1312
Pensacola, FL 32591

CERTIFICATION: TITLE SEARCH FOR TDA

TAX DEED SALE DATE: 8-5-2019

TAX ACCOUNT NO.: 14-1444-000

CERTIFICATE NO.: 2017-8163

In compliance with Section 197.256, Florida Statutes, the following is a list of names and addresses of those persons, firms and/or agencies having legal interest in or claim against the above described property. The above referenced tax sale certificate is being submitted as proper notification of tax deed sale.

YES NO

Notify City of Pensacola, P.O. Box 12910, 32521

Notify Escambia County, 190 Governmental Center, 32502

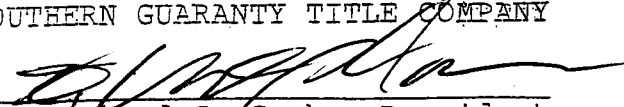
Homestead for 2018 tax year.

Richard Christine
Jamaica O'Jay Christine
1326 E. Lloyd St.
Pensacola, FL 32503

Wells Fargo Bank formerly
Wachovia Bank, N.A.
P.O. Box 50010
Roanoke, VA 24022
and
101 N. Phillips Ave.
Sioux Falls, SD 57104

Certified and delivered to Escambia County Tax Collector,
this 7th day of May, 2019.

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.

Prepared By: **PATRICIA A. SHEPPARD**
CHELSEA TITLE
714 N. Spring St #59-3335945 Pensacola, FL 32501
Incidental to the issuance of a title insurance policy.
File No.: **1121#96-216-P**
Parcel ID # **00-08-00-9025-011-172**
Grantee(s) SS #

OR Bk3957 Pg0313
INSTRUMENT 00288489

Handwritten:
4-15-96
165.00

**WARRANTY DEED
(INDIVIDUAL)**

This **WARRANTY DEED**, dated **April 15, 1996**
by
MARK D. ROSASCO and KAREN W. ROSASCO,
HUSBAND AND WIFE

D S PD 8645.00
Mort 80.00 ASGM 80.00
APRIL 18, 1996
Ernie Lee Hagan,
Clerk of the Circuit Court
BY: *E. Lee Hagan* D.C.

whose post office address is

hereinafter called the **GRANTOR**, to
RICHARD CHRISTINE and JAMAICA O'JAY CHRISTINE, HUSBAND AND WIFE

whose post office address is
1326 E. LLOYD STREET, PENSACOLA, FL 32503

hereinafter called the **GRANTEE**:

(Wherever used herein the terms "GRANTOR" and "GRANTEE" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.)

WITNESSETH: That the **GRANTOR**, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the **GRANTEE**, all that certain land situate in **ESCAMBIA** County, Florida, viz:

LOTS 11, 12 AND 13, BLOCK 172, NEW CITY TRACT, CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO THE MAP OF SAID CITY, COPYRIGHTED BY THOMAS C. WATSON IN 1906.

SUBJECT TO covenants, conditions, restrictions, reservations, limitations, easements and agreements of record, if any; taxes and assessments for the year 1996 and subsequent years; and to all applicable zoning ordinances and/or restrictions and prohibitions imposed by governmental authorities, if any,

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

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

AND THE GRANTOR hereby covenants with said **GRANTEE** that except as above noted, the **GRANTOR** is lawfully seized of said land in fee simple; that the **GRANTOR** has good right and lawful authority to sell and convey said land; that the **GRANTOR** hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, **GRANTOR** has signed and sealed these presents the date set forth above.

SIGNED IN THE PRESENCE OF THE FOLLOWING WITNESSES:

Signature: *Patricia A. Sheppard*
Print Name: **PATRICIA A. SHEPPARD**

Mark D. Rosasco

MARK D. ROSASCO

Karen W. Rosasco

KAREN W. ROSASCO

Signature: *Ernie M. Hagan*
Print Name: **PATRICIA M. HAGAN**

State of **Florida**
County of **ESCAMBIA**

I am a notary public of the state of Florida, and my commission expires: 3/23/99.

THE FOREGOING INSTRUMENT was acknowledged before me on April 15, 1996 by
MARK D. ROSASCO and KAREN W. ROSASCO, HUSBAND AND WIFE

who is personally known to me or who has produced drivers license as identification and who did take an oath.
(type of identification) (did/did not)

PATRICIA A. SHEPPARD
"Notary Public State of FL"
Comm. Exp. March 23, 1999
Comm. No. **07-428266**

Signature: *Patricia A. Sheppard*
Print Name: **PATRICIA A. SHEPPARD** Notary Public

Prepared By:

JERRY BROOME

Wachovia Bank, National Association
Retail Credit Servicing
P.O. Box 50010
Roanoke, VA 24022



Record and Return To:
Fiserv Lending Solutions
P.O. BOX 2590
Chicago, IL 60690

CHRISTINE, RICHARD

If applicable:

This Mortgage is given in connection with the refinancing of an obligation secured by an existing mortgage, recorded in Official Records Book _____ Page _____ Public Records of _____ County, Florida. As of the date of the refinancing, the unpaid principal balance of the original obligation, plus accrued but unpaid interest, secured by the existing mortgage, is equal to \$ _____. The principal balance of the new obligation secured by this Mortgage is \$ _____.

(Space Above This Line For Recording Data)

HOME EQUITY LINE OF CREDIT MORTGAGE

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined elsewhere in this document. Certain rules regarding the usage of words used in this document are also provided in Section 15.

(A) "Security Instrument" means this document, which is dated 8 February, 2008

(B) "Borrower" means the parties obligated on the Debt Instrument.

(C) "Grantor" under this Security Instrument is RICHARD CHRISTINE AND JAMAICA O'JAY CHRISTINE, HUSBAND AND WIFE

Grantor is the mortgagor under this Security Instrument.

(D) "Lender" is Wachovia Bank, National Association. Lender is a national banking association organized and existing under the laws of The United States of America. Lender's address is Wachovia Bank, National Association, 301 South College Street, VA 0343, Charlotte, N.C. 28288-0343. Lender is the mortgagee under this Security Instrument.

(E) "Debt Instrument" means the open-end line of credit agreement or other credit instrument signed by Borrower and dated 02/08/08. The Debt Instrument states that Lender is owed, or may be owed, an amount that may vary from time to time up to a maximum principal sum outstanding at any one time of, (U.S. \$ 400000.00) plus interest to be repaid in Periodic Payments and in full not later than 02/07/38. Lender is absolutely obligated under the terms of the Debt Instrument to make advances to Borrower so long as Borrower and Grantor comply with the terms of the Debt Instrument and Security Instrument.

(F) "Property" means the property located at 1328 E LLOYD ST
PENSACOLA FL 32503 ("Property Address")

and that is further described below under the heading "Transfer of Rights in the Property."

(G) "Loan" means all amounts owed now or hereafter under the Debt Instrument, including without limitation principal, interest, any prepayment charges, late charges and other fees and charges due under the Debt Instrument, and also all sums due under this Security Instrument, plus interest.

(H) "Applicable Law" means all controlling applicable federal law and, to the extent not preempted by federal law, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(I) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Grantor or the Property by a condominium association, home owners association or similar organization.

(J) "Electronic Funds Transfer" means any transfer of funds other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(K) "Escrow Items" means those items that are described in Section 3.

(L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(M) "Periodic Payment" means the amounts as they become due for (i) principal, interest and other charges as provided for in the Debt Instrument, plus (ii) any amounts under Section 3 of this Security Instrument.

(N) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(O) "Successor in Interest of Grantor" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Debt Instrument and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all future advances, renewals, extensions and modifications of the Debt Instrument, including any future advances made at a time when no indebtedness is currently secured by this Security Instrument; and (ii) the performance of Grantor's covenants and agreements under this Security Instrument and Borrower's covenants and agreements under the Debt Instrument. For this purpose, Grantor does hereby mortgage, grant and convey to Lender, the following described property located in the County of ESCAMBIA, State of Florida:

DEED DATE:	RECORDED:	BOOK/INST:	PAGE:
PARCEL/TAX ID #:	BRT:	TWP/BORO:	WARD:
LOT:	BLOCK:	MAP PLAT:	

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. If the Property is a multifamily (2-4 family) dwelling, then the following items now or hereafter attached to the Property to the extent they are fixtures are also covered by this Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

If the Property includes a unit in, together with an undivided interest in the common elements of, a condominium project (the "Condominium Project") and if the Grantors association or other entity which acts for the Condominium Project (the "Grantors Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Grantor's interest in the Grantors Association and the uses, proceeds and benefits of Grantor's interest.

If the Property is a part of a planned unit development (the "PUD"), the Property also includes Grantor's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Grantors Association") and the uses, benefits and proceeds of Grantor's interest.

GRANTOR COVENANTS that Grantor is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Grantor warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

UNIFORM COVENANTS. Grantor and Lender covenant and agree as follows:

1. **Payment of Principal, Interest, Escrow Items, Prepayment and Other Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Debt Instrument and any prepayment charges, late charges and other charges due under the Debt Instrument. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Debt Instrument and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received

apply the proceeds to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Grantor.

C. **Public Liability Insurance.** Grantor shall take such actions as may be reasonable to insure that the Grantors Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, payable to Grantor in connection with any condemnation or other taking of all or any part of the Property, whether to the condominium unit or to the common elements of the Condominium Project, or, if the Property is part of a PUD or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by this Security Instrument as provided in Section 10.

E. **Lender's Prior Consent.** Grantor shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the Condominium Project or PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender; (iii) termination of professional management and assumption of self-management of the Grantors Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Grantors Association unacceptable to Lender.

F. **Remedies.** If Grantor does not pay condominium or PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the rate provided in the Debt Instrument and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

27. **Grantor's Representations.** If Grantor is not an individual, Grantor represents that it is a corporation, general partnership, limited liability company or other legal entity, duly organized, validly existing and in good standing under the laws of the state of organization, and it is authorized to do business in each other jurisdiction where its ownership of property or conduct of business legally requires such authorization; it has the power and authority to own its property and assets and carry on my business as now being conducted and contemplated; and it has the power and authority to execute, deliver and perform, and it has taken all necessary action to authorize the execution, delivery and performance of this deed of trust and all related documents.

BY SIGNING BELOW, Grantor accepts and agrees to the terms and covenants contained in this Security Instrument.

For Individuals Grantors:

Signed, sealed and delivered in the presence of:

U. E. N. O. H. E. E.
Witness Signature

Kristin Noel Mitchell
Witness (Print Name)

Steven Bromley
Witness Signature

Steven Bromley
Witness (Print Name)

[Signature]
Grantor RICHARD, CHRISTINE
Address 1326 E LLOYD ST
PENSACOLA FL 32503

[Signature]
Grantor JAMAICA O'ARY CHRISTINE
Address 1326 E LLOYD ST
PENSACOLA FL 32503

Grantor
Address

Grantor
Address

Grantor
Address

Grantor
Address

H358B079

SCHEDULE A

THE FOLLOWING REAL PROPERTY SITUATE IN COUNTY OF ESCAMBIA AND STATE OF FLORIDA DESCRIBED AS FOLLOWS:

LOTS 11, 12 AND 13, BLOCK 172, NEW CITY TRACT, CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO THE MAP OF SAID CITY, COPYRIGHTED BY TEOHAS C WATSON IN 1906

PARCEL ID: 14-14-44-000

PROPERTY ADDRESS: 1326 E LLOYD ST