



CERTIFICATION OF TAX DEED APPLICATION

Sections 197.502 and 197.542, Florida Statutes

DR-513
Rule 12D-16.002 F.A.C
Effective 07/19
Page 1 of 2

1124-48

Part 1: Tax Deed Application Information

Applicant Name Applicant Address	ASSEMBLY TAX 36, LLC ASSEMBLY TAX 36 LLC FBO SEC PTY PO BOX 12225 NEWARK, NJ 07101-3411	Application date	Apr 11, 2024
Property description	MACK JOE N 210 WASHINGTON ST CANTONMENT, FL 32533 210 WASHINGTON ST 11-3763-000 LTS 8 & 9 BLK E HARVESTERS HOMES UNIT NO 3 PB 1 P 91 OR 2901 P 304	Certificate #	2022 / 5877
		Date certificate issued	06/01/2022

Part 2: Certificates Owned by Applicant and Filed with Tax Deed Application

Column 1 Certificate Number	Column 2 Date of Certificate Sale	Column 3 Face Amount of Certificate	Column 4 Interest	Column 5: Total (Column 3 + Column 4)
# 2022/5877	06/01/2022	1,154.11	57.71	1,211.82
→ Part 2: Total*				1,211.82

Part 3: Other Certificates Redeemed by Applicant (Other than County)

Column 1 Certificate Number	Column 2 Date of Other Certificate Sale	Column 3 Face Amount of Other Certificate	Column 4 Tax Collector's Fee	Column 5 Interest	Total (Column 3 + Column 4 + Column 5)
# 2023/6010	06/01/2023	1,167.78	6.25	74.93	1,248.96
Part 3: Total*					1,248.96

Part 4: Tax Collector Certified Amounts (Lines 1-7)

1. Cost of all certificates in applicant's possession and other certificates redeemed by applicant (*Total of Parts 2 + 3 above)	2,460.78
2. Delinquent taxes paid by the applicant	0.00
3. Current taxes paid by the applicant	1,096.27
4. Property information report fee	200.00
5. Tax deed application fee	175.00
6. Interest accrued by tax collector under s.197.542, F.S. (see Tax Collector Instructions, page 2)	0.00
7. Total Paid (Lines 1-6)	3,932.05

I certify the above information is true and the tax certificates, interest, property information report fee, and tax collector's fees have been paid, and that the property information statement is attached.

Sign here: <u>Candice Lewis</u>	<u>Escambia, Florida</u>
Signature, Tax Collector or Designee	Date <u>April 22nd, 2024</u>

Send this certification to the Clerk of Court by 10 days after the date signed. See Instructions on Page 2

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Part 5: Clerk of Court Certified Amounts (Lines 8-14)	
8. Processing tax deed fee	
9. Certified or registered mail charge	
10. Clerk of Court advertising, notice for newspaper, and electronic auction fees	
11. Recording fee for certificate of notice	
12. Sheriff's fees	
13. Interest (see Clerk of Court Instructions, page 2)	
14. Total Paid (Lines 8-13)	
15. Plus one-half of the assessed value of homestead property, if applicable under s. 197.502(6)(c), F.S.	55,549
16. Statutory opening bid (total of Lines 7, 14, 15, and 16 if applicable)	
Sign here: _____ Date of sale <u>11/06/2024</u> Signature, Clerk of Court or Designee	

INSTRUCTIONS

+6.25

Tax Collector (complete Parts 1-4)

Part 2: Certificates Owned by Applicant and Filed with Tax Deed Application

Enter the Face Amount of Certificate in Column 3 and the Interest in Column 4 for each certificate number. Add Columns 3 and 4 and enter the amount in Column 5.

Part 3: Other Certificates Redeemed by Applicant (Other than County)

Total. Add the amounts in Columns 3, 4 and 5

Part 4: Tax Collector Certified Amounts (Lines 1-7)

Line 1, enter the total of Part 2 plus the total of Part 3 above.

Total Paid, Line 7: Add the amounts of Lines 1-6

Line 6, Interest accrued by tax collector. Calculate the 1.5 percent interest accrued from the month after the date of application through the month this form is certified to the clerk. Enter the amount to be certified to the clerk on Line 6. The interest calculated by the tax collector stops before the interest calculated by the clerk begins. See Section 197.542, F.S., and Rule 12D-13.060(3), Florida Administrative Code.

The tax collector's interest for redemption at the time of the tax deed application is a cost of redemption, which encompasses various percentages of interest on certificates and omitted or delinquent taxes under Section 197.502, F.S. This interest is calculated before the tax collector calculates the interest in Section 197.542, F.S.

Attach certified statement of names and addresses of persons who must be notified before the sale of the property. Send this form and any required attachments to the Clerk of Court within 10 days after it is signed.

Clerk of Court (complete Part 5)

Line 13: Interest is calculated at the rate of 1.5 percent per month starting from the first day of the month after the month of certification of this form through the last day of the month in which the sale will be held. Multiply the calculated rate by the total of Line 7, minus Line 6, plus Lines 8 through 12. Enter the amount on Line 13.

Line 14: Enter the total of Lines 8-13. Complete Lines 15-18, if applicable.

APPLICATION FOR TAX DEED

Section 197.502, Florida Statutes

512
R. 12/16

Application Number: 2400123

To: Tax Collector of ESCAMBIA COUNTY, Florida

I,

ASSEMBLY TAX 36, LLC
ASSEMBLY TAX 36 LLC FBO SEC PTY
PO BOX 12225
NEWARK, NJ 07101-3411,

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
11-3763-000	2022/5877	06-01-2022	LTS 8 & 9 BLK E HARVESTERS HOMES UNIT NO 3 PB 1 P 91 OR 2901 P 304

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
ASSEMBLY TAX 36, LLC
ASSEMBLY TAX 36 LLC FBO SEC PTY
PO BOX 12225
NEWARK, NJ 07101-3411

04-11-2024
Application Date

Applicant's signature



Chris Jones Escambia County Property Appraiser

[Real Estate Search](#)

[Tangible Property Search](#)

[Sale List](#)

[Back](#)

← Nav. Mode ☒ Account ☐ Parcel ID →

[Printer Friendly Version](#)

General Information						Assessments				
Parcel ID:	161N311000008005					Year	Land	Imprv	Total	Cap Val
Account:	113763000					2023	\$15,000	\$216,551	\$231,551	\$111,098
Owners:	MACK JOE N					2022	\$6,053	\$195,816	\$201,869	\$107,863
Mail:	210 WASHINGTON ST CANTONMENT, FL 32533					2021	\$6,053	\$154,347	\$160,400	\$104,722
Situs:	210 WASHINGTON ST 32533					Disclaimer				
Use Code:	SINGLE FAMILY RESID					Tax Estimator				
Taxing Authority:	COUNTY MSTU					File for Exemption(s) Online				
Tax Inquiry:	Open Tax Inquiry Window					Report Storm Damage				
Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector										
Sales Data						2023 Certified Roll Exemptions				
Sale Date	Book	Page	Value	Type	Official Records (New Window)	HOMESTEAD EXEMPTION				
05/1990	2901	304	\$10,000	WD		Legal Description				
03/1983	1933	405	\$100	WD		LTS 8 & 9 BLK E HARVESTERS HOMES UNIT NO 3 PB 1 P 91 OR 2901 P 304				
10/1981	1448	71	\$100	QC		Extra Features				
08/1979	1360	528	\$1,300	WD		FRAME BUILDING				
Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller										

Sales Data						Official Records (New Window)
Sale Date	Book	Page	Value	Type		
05/1990	2901	304	\$10,000	WD		
03/1983	1933	405	\$100	WD		
10/1981	1448	71	\$100	QC		
08/1979	1360	528	\$1,300	WD		
Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller						

Section
Map Id:
16-1N-31-1

Approx.
Acreage:
0.3600

Zoned:

Ind
Ind
Ind
Ind
Ind
Ind
Ind
Ind

Evacuation
& Flood
Information

[Launch Interactive Map](#)

[View Florida Department of Environmental Protection\(DEP\) Data](#)

Buildings

Address: 210 WASHINGTON ST, Year Built: 1990, Effective Year: 1990, PA Building ID#: 8100

Structural Elements

DECOR/MILLWORK-ABOVE 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

NO. PLUMBING FIXTURES-8

NO. STORIES-1

ROOF COVER-DIMEN/ARCH SHNG

ROOF FRAMING-HIP

STORY HEIGHT-0

STRUCTURAL FRAME-WOOD FRAME

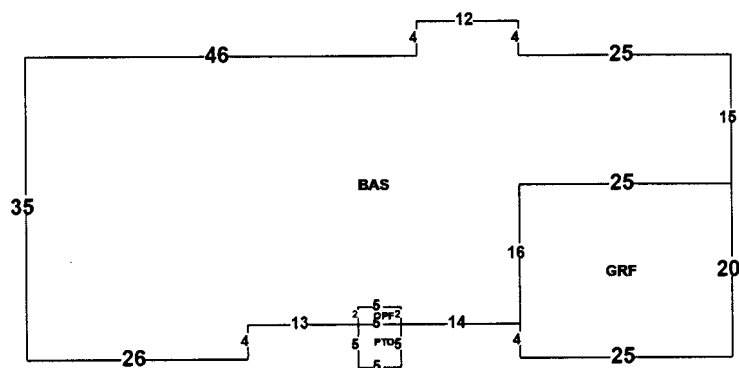
 Areas - 2850 Total SF

BASE AREA - 2315

GARAGE FIN - 500

OPEN PORCH FIN - 10

PATIO - 25



Images



11/19/2020 12:00:00 AM

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.

NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That **ASSEMBLY TAX 36 LLC** holder of **Tax Certificate No. 05877**, issued the **1st** day of **June, A.D., 2022** 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 8 & 9 BLK E HARVESTERS HOMES UNIT NO 3 PB 1 P 91 OR 2901 P 304

SECTION 16, TOWNSHIP 1 N, RANGE 31 W

TAX ACCOUNT NUMBER 113763000 (1124-48)

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

JOE N MACK

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** Wednesday in the month of November, which is the **6th day of November 2024**.

Dated this 29th day of April 2024.

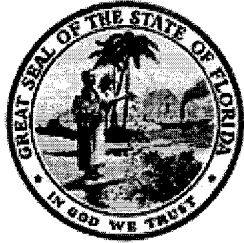
In accordance with the AMERICANS WITH DISABILITIES ACT, if you are a person with a disability who needs special accommodation in order to participate in this proceeding you are entitled to the provision of certain assistance. Please contact Emily Hogg not later than seven days prior to the proceeding 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

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: 113763000 Certificate Number: 005877 of 2022**

Payor: JOE MACK 210 WASHINGTON ST CANTONMENT, FL 32533 Date 5/21/2024

Clerk's Check # 4462389605
Tax Collector Check # 1

Clerk's Total \$503.88
Tax Collector's Total \$4,351.17
Postage \$100.00
Researcher Copies \$0.00
Recording \$10.00
Prep Fee \$7.00
Total Received \$4,972.05

Produced
PAM CHILDERS
Clerk of the Circuit Court

Received By: *[Signature]*
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>**



PROPERTY INFORMATION REPORT
3050 Concho Drive, Pensacola, Florida 32507 | Phone: 850-466-3077

THE ATTACHED REPORT IS ISSUED TO:

SCOTT LUNSFORD, ESCAMBIA COUNTY TAX COLLECTOR

TAX ACCOUNT #: 11-3763-000 CERTIFICATE #: 2022-5877

THIS REPORT IS NOT TITLE INSURANCE. THE LIABILITY FOR ERRORS OR OMISSIONS IN THIS REPORT IS LIMITED TO THE PERSON(S) EXPRESSLY IDENTIFIED BY NAME IN THE PROPERTY INFORMATION REPORT AS THE RECIPIENT(S) OF THE PROPERTY INFORMATION REPORT.

The attached Report prepared in accordance with the instructions given by the user named above includes a listing of the owner(s) of record of the land described herein together with current and delinquent ad valorem tax information and a listing and copies of all open or unsatisfied leases, mortgages, judgments and encumbrances recorded in the Official Record Books of Escambia County, Florida that appear to encumber the title to said land as listed on page 2 herein. It is the responsibility of the party named above to verify receipt of each document listed. If a copy of any document listed is not received, the office issuing this Report must be contacted immediately.

This Report is subject to: Current year taxes; taxes and assessments due now or in subsequent years; oil, gas, and mineral or any subsurface rights of any kind or nature; easements, restrictions and covenants of record; encroachments, overlaps, boundary line disputes, and any other matters that would be disclosed by an accurate survey and inspection of the premises.

This Report does not insure or guarantee the validity or sufficiency of any document attached, nor is it to be considered a title insurance policy, an opinion of title, a guarantee of title, or as any other form of guarantee or warranty of title.

Use of the term "Report" herein refers to the Property Information Report and the documents attached hereto.

Period Searched: July 09, 2004 to and including July 09, 2024 Abstractor: Ben Murzin

BY

Michael A. Campbell,
As President
Dated: July 15, 2024

PROPERTY INFORMATION REPORT
CONTINUATION PAGE

July 15, 2024

Tax Account #: **11-3763-000**

1. The Grantee(s) of the last deed(s) of record is/are: **JOE NATHAN MACK**

By Virtue of Warranty Deed recorded 8/24/1990 in OR 2901/304

2. The land covered by this Report is: **See Attached Exhibit "A"**

3. The following unsatisfied mortgages, liens, and judgments affecting the land covered by this Report appear of record:

a. Mortgage in favor of Harvesters Federal Credit Union recorded 02/04/1993 OR 3311/629

b. Final Judgment in favor of Asset Acceptance LLC recorded 06/23/2009 OR 6475/894

4. Taxes:

Taxes for the year(s) 2021-2023 are delinquent.

Tax Account #: 11-3763-000

Assessed Value: \$111,098.00

Exemptions: HOMESTEAD EXEMPTION

5. We find the following HOA names in our search (if a condominium, the condo docs book and page are included for your review): **NONE**

Payment of any special liens/assessments imposed by City, County, and/or State.

Note: Escambia County and/or local municipalities may impose special liens/assessments. These liens/assessments are not discovered in a title search or shown above. These special assessments typically create a lien on real property. The entity that governs subject property must be contacted to verify payment status.

PERDIDO TITLE & ABSTRACT, INC.
PROPERTY INFORMATION REPORT
3050 Concho Drive, Pensacola, Florida 32507 | Phone 850-466-3077

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

CERTIFICATION: TITLE SEARCH FOR TDA

TAX DEED SALE DATE:	<u>NOV 6, 2024</u>
TAX ACCOUNT #:	<u>11-3763-000</u>
CERTIFICATE #:	<u>2022-5877</u>

In compliance with Section 197.522, 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	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Notify City of Pensacola, P.O. Box 12910, 32521
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Notify Escambia County, 190 Governmental Center, 32502
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Homestead for <u>2023</u> tax year.

JOE N MACK
210 WASHINGTON ST
CANTONMENT FL 32533

HARVESTERS FEDERAL CREDIT UNION
PO BOX 5
CANTONMENT FL 32533

ASSET ACCEPTANCE LLC
PO BOX 2036
WARREN MI 48090

ASSET ACCEPTANCE LLC
PO BOX 9065
BRANDON FL 33509

Certified and delivered to Escambia County Tax Collector, this 15th day of July, 2024.

PERDIDO TITLE & ABSTRACT, INC.



BY: Michael A. Campbell, As It's President

NOTE: The above listed addresses are based upon current information available, but addresses are not guaranteed to be true or correct.

PROPERTY INFORMATION REPORT

July 15, 2024

Tax Account #:11-3763-000

**LEGAL DESCRIPTION
EXHIBIT "A"**

LTS 8 & 9 BLK E HARVESTERS HOMES UNIT NO 3 PB 1 P 91 OR 2901 P 304

SECTION 16, TOWNSHIP 1 N, RANGE 31 W

TAX ACCOUNT NUMBER 11-3763-000(1124-48)

541
55.00
61.00

CR BOOK 2901 PC 304

WARRANTY DEED

THIS INDENTURE made this 1st day of May, 1990 BETWEEN LEWIS MACK and FELICIA MACK, HUSBAND AND WIFE, of , GRANTOR*, and JOE NATHAN MACK, as GRANTEE*, of

W I T N E S S E T H, That said Grantor, for and in consideration of the sum of TEN AND 00/100'S (\$10.00) Dollars and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the grantee and grantee's heirs forever the following described land located in the County of ESCAMBIA, State of Florida, to-wit:

LOT 8 AND LOT 9, BLOCK E, HARVESTERS HOME ADDITION, UNIT 3, RECORDED IN FLAT BOOK 1 PAGE 91 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

Together with all singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, free from all exemptions and right of homestead.

And Grantor covenants that they are well seized of an indefeasible estate in fee simple in the said property, and have a good right to convey the same; that it is free of lien or encumbrances, and that their heirs, executors and administrators, the said Grantee, their heirs, executors, administrators and assigns, in the quiet and peaceable possession and enjoyment thereof, against all persons lawfully claiming the same, shall and will forever warrant and defend.

IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal this day and year first above written.

WITNESSES

Maria Lopez
Mary B. Jordan

LEWIS MACK

FELICIA MACK

COUNTY OF ~~Escambia~~ Brow
STATE OF ~~Florida~~ New York

I HEREBY CERTIFY that on this 2 day of May, 1990, before me, an officer duly qualified to take acknowledgements, personally appeared: LEWIS MACK and FELICIA MACK to me known to be the persons described in and who executed the foregoing instrument and acknowledged before me that they executed the same.

NOTARY PUBLIC
COMMISSION EXPIRATION:

Prepared by:
TITLE SERVICES OF WEST FLORIDA
1602 NORTH NINTH AVENUE
PENSACOLA, FLORIDA 32503
TS-90271

ARNOLD H. NAGER
Attorney & Counselor at Law
Notary Public, State of New York
No. 8093935
Qualified in Westchester County
Commission Expires 2/28/91

D. S. PD. \$55.00
DATE Aug 24, 1990
JOE A. FLOWER, COMPTROLLER
BY: *Barbara Dutton* D.C.
CERT. REG. #59-2043328-27-01

AUG 20 11 35 AM '90
FILED
THE PUBLIC
RECORDS
OFFICE
OF
CLERK
OF
COUNTY
OF
FLORIDA

521937

STATE OF FLORIDA
COUNTY OF ESCAMBIA

1712.50
19.50
217.00
236.50

FIXED RATE MORTGAGE

THIS MORTGAGE DEED, executed the 26th day of January
19 93, by Joe Nathan Mack, a single man

hereafter called the Mortgagor, which term shall include singular or plural, corporation or individual and either sex and shall include the heirs, legal representatives, successors and assigns of the Mortgagor, to Harvesters Federal Credit Union, hereafter called the Mortgagee, which term shall include the successors and assigns of the Mortgagee.

WITNESSETH THAT, WHEREAS,

The Mortgagor is justly indebted to the Mortgagee in the principal amount of Sixty-two
Thousand Dollars and 00/100 (\$ 62,000.00), which indebtedness is acknowledged and
is evidenced by a certain promissory note payable to Mortgagee, executed by Joe Nathan Mack
a single man, bearing
the same date as this instrument in the amount of \$62,000.00 and payable in 180
installments of \$592.62 beginning on February 20, 1993 and payable thereafter on the
20th day of every month until both principal and interest are paid in full.

NOW THIS MORTGAGE DEED, WITNESSETH, THAT the Mortgagor, for the better securing of the sums
of money mentioned in the above note, does grant, bargain, sell, alien, remise, release, convey and confirm unto
the Mortgagee, in fee simple forever, all the following piece(s), parcel(s) or tracts of land of which the Mortgagor
is now seized and possessed, situate, lying and being in Escambia County, State
of Florida and more particularly described

Lot 8 and Lot 9, Block E, Harvesters Home Addition, Unit 3, recorded in
Plat Book 1 page 91, of the Public Records of Escambia County, Florida.

D. S. PD. 217.00
DATE 2-4-93
JOE A. FLOWERS COMPTROLLER
BY: [Signature]
CERT. FEE: #59-2043226-27-01

This instrument is exempt from
tax due on Class "C" Intangible
Persons' Property.

JOE A. FLOWERS
Comptroller
Escambia County, Fla.

TOGETHER WITH ALL AND SINGULAR THE TENEMENTS, HEREDITAMENTS, APPURTENANCES, EASEMENTS, RIPARIAN and other rights and all structures and improvements now and hereafter on the land and the fixtures attached; all rents, issues and profits accruing from the premises; all gas, steam, electric, water, heating, air conditioning, cooking, refrigerating, lighting, plumbing, irrigating, ventilating and power systems, machines and appliances; all shrubbery, plants and trees now growing and that hereafter may be planted or grown on the premises; and fixtures and appurtenances that now are or may be in or on the premises, even though they be detached or detachable.

TO HAVE AND TO HOLD the above-granted premises, with the appurtenances, unto the Mortgagee, in fee simple forever.

The Mortgagor covenants and agrees with the Mortgagee as follows:

1. WARRANTIES AND LEINS

The Mortgagor is seized lawfully of above-described premises in fee simple and has good right to sell and convey them to the Mortgagee; the premises are free and discharged of and from all taxes, tax titles or certificates, judgements, mechanics liens and encumbrances of any nature or kind whatsoever; the Mortgagor fully warrants and will defend the premises to the Mortgagee against the lawful claims and demands of all persons whomsoever and will make such further assurances to perfect fee simple title to the land in the Mortgagee as reasonably may be required; and that Mortgagor will pay the several sums of money agreed in the Note to be paid and all installments of principal and interest promptly when due, according to the true tenor and effect of the note.

2. TAXES AND ASSESSMENTS

The Mortgagor will pay all and singular the taxes, assessments, levies and encumbrances of every nature on the above-described property and upon this Mortgage and Note, or the money secured by them before their delinquency, and promptly deliver the official receipts to the Mortgagee; if they are not paid promptly when due, the Mortgagee (without obligation to do so) may pay them without waiving or affecting any right contained in this Mortgage or the Note and charge the sum so paid, together with a service fee of ten percent (10%) of their amount to the Mortgagor; and such sums of money shall bear interest from the date of payment at the rate of fifteen percent (15.000 %) per annum. If the receipts are not delivered by the Mortgagor to the Mortgagee by the date the taxes, assessments or levies become delinquent, the Mortgagee then may order a tax search or the public records to determine the true status of the taxes, assessments or levies and charge the cost of the search to the account of the Mortgagor, and that charge shall be secured by this Mortgage. All such advances shall bear interest at the rate of fifteen percent (15.000 %) per annum.

3. HAZARD INSURANCE

The Mortgagor will keep the buildings that now are or hereafter may be erected on the land above described, insured against all risk by fire and extended coverage in the sum not less than an amount required to pay the sums secured by this Mortgage, at the expense of the Mortgagor in the good responsible insurance company or companies, licensed to do business in the State of Florida and acceptable to the Mortgagee. The insurance shall be for the benefit of the Mortgagee (but the Mortgagee shall not be liable for the insolvency or irresponsibility of any such companies) and the policy or policies and all renewals of them shall be deposited with and held by the Mortgagee. The policy or policies and all renewals, at the option of the Mortgagee, shall contain a "Loss Payable" or "Standard Mortgagee" clause, making the proceeds of the policies payable to the Mortgagee as its interest may appear. Upon the default by Mortgagor, the Mortgagee may (but without any obligation on its part to do so) place insurance on any building on the premises, pay the premiums and charge the sums paid, together with a service fee of ten percent (10%) of their amount to the Mortgagor. The sums of money so paid shall bear interest from the date of payment at the rate of fifteen percent (15.000 %) per annum. In the event of a loss by fire or other casualty, the Mortgagor will give immediate notice by mail to the Mortgagee.

4. ESCROW FOR TAXES AND INSURANCE

All sums of money secured, paid or caused to be paid by the Mortgagee under the terms of this Mortgage and specifically provided for in this instrument, including any expenses incurred by the Mortgagee in collection of the sums secured by this Mortgage, shall be covered by the lien of this Mortgage the same as the sums of money represented by the Note secured by this Mortgage. If the Mortgagee receives any sums as escrow deposits for taxes, insurance or other items, those sums shall be commingled and advanced by it for the stated purpose.

5. PRESERVATION OF SECURITY

Mortgagor agrees to permit, commit, or suffer no waste, impairment or deterioration of the property, or any part of it. Upon the failure of the Mortgagor to keep the buildings on the property in good condition or repair, the Mortgagee may make demand either for the immediate repair of the buildings, or increase in the amount of security or the immediate repayment of the debt secured. The failure of the Mortgagor to comply with the demand of the Mortgagee in a period of fifteen (15) days shall constitute a breach of this Mortgage and, at the option of the Mortgagee, may immediately mature the entire unpaid principal and interest secured. The Mortgagor, without notice then may institute proceedings to foreclose this Mortgage and apply for the appointment of a Receiver, as hereafter provided.

6. CONDITIONS OF DEFAULT

The Mortgagor promises, covenants and agrees to pay promptly when due the sums of money and interest as mentioned in the promissory note, together with any and all other sums justly due and owing the Mortgagee by terms of this Mortgage, and secured to be paid as aforesaid. If default shall be made in the payment of the sums of money or any part of such sums as provided in the Note or this Mortgage and the default shall continue for a period of fifteen (15) days, or should the Mortgagor breach or fail to comply with any other covenant or agreement on the part of the Mortgagor to be complied with (in those cases in which the option of the Mortgagee of acceleration is not otherwise proved expressly in this Mortgage) and such breach or noncompliance continue in existence for a space of fifteen (15) days, then and from thenceforth, at the option of the Mortgagee and without notice to the Mortgagor, the whole of the principal sum expressed in the Note, together with all other sums provided for in it, shall become due and payable immediately.

7. ATTORNEY FEES AND COSTS

In case it should become necessary to place this Mortgage Deed and the Note secured by it, or either of them, in the hands of an Attorney for collection, the Mortgagor covenants and agrees with the Mortgagee to pay all costs, charges and expenses of those collections, including reasonable Attorney's fees, whether collected by foreclosure or otherwise.

8. APPOINTMENT OF RECEIVER

In the event that at the beginning of or at any time pending any action upon this Mortgage or to foreclose or reform it or to enforce payment of any claims under it, the Mortgagee shall apply to the court having jurisdiction for the appointment of a Receiver, the Court forthwith shall appoint a Receiver of the mortgaged property all and singular the income, profits, issues and revenues from whatever source derived, each and every one of which, it being expressly understood, is mortgaged by this instrument as if specifically set forth and describe in its granting and habendum clauses, and the receiver shall have all the broad and effective functions and powers in anywise entrusted by a court to a Receiver. The appointment shall be made by the court as an admitted equity and matter of absolute right to the Mortgagee without reference to the adequacy of inadequacy of the value of the property mortgaged or to the solvency or insolvency of the Mortgagor or the defendant. All rents, profits, incomes, issues and revenues shall be applied by the Receiver according to the lein or equity of the Mortgage and the practice of the court, and the appointment of the Receiver shall be without notice to any obliger under this Mortgage.

9. WAIVER OF HOMESTEAD RIGHTS

The Mortgagor waives all right of homestead and exemption granted by the Constitution and laws of Florida on the property encumbered by this Mortgage. It is agreed specifically that time is of the essence of this contract and that no waiver by the Mortgagee of any performance required by this Mortgage shall be held at any time thereafter to be a waiver of its term of the obligation secured by it.

10. TRANSFER OF THE PROPERTY: ASSUMPTION

If all or any part of the property or an interest therein is sold or transferred by the borrower without Lender's prior consent, excluding (a) the creation of a lein or encumbrance subordinate to this Security Instrument which does not relate to a transfer of rights of occupancy in the property, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant, or (d) the grant of any leasehold interest of three years or less not containing an option to purchase. Lender may, at Lender's option, declare all the sums secured by this Security Instrument to be immediately due and payable.

If Lender exercises such option to accelerate, Lender shall mail Borrower a notice of acceleration. Such notice shall provide a period of not less than 60 days from the date the notice is mailed within which Borrower may pay sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice demand on borrower, invoke any remedies permitted by this Mortgage.

Lender may consent to a sale or transfer if: (1) Borrower causes to be submitted to the Lender information required by Lender to evaluate the transferee as if a new loan were being made to the transferee; (2) Lender reasonably determines that Lender's security will not be impaired and the risk of a breach of any covenant or agreement in this Security Instrument is acceptable; (3) interest will be payable on the sums secured by this Security Instrument at a rate acceptable to the Lender; (4) changes in the terms of the Note and this Security Instrument required by Lender are made, including, for example, periodic adjustment in the interest rate, a different final payment date for the loan, and addition of unpaid interest to principal and (5) the transferee signs an assumption agreement that is acceptable to Lender and that obligates the transferee to keep the promises and agreements made in the Note and in this security Instrument, as modified if required by Lender. To the extent by applicable law, Lender also may charge a reasonable fee as a condition to Lender's consent to any sale or transfer.

Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

11. SUBSEQUENT CONVEYANCE

In the event the ownership of the property or any part of it becomes vested in a person other than the Mortgagor, the Mortgagee, without notice to the Mortgagor, may deal with the successor or successors in interest with reference to this Mortgage and the debt secured in the same manner as with the Mortgagor and may forebear to sue or may extend time for payment of the debt secured without discharging or in any way affecting the liability of the Mortgagor under this Mortgage or upon the debt secured.

12. FORECLOSURE ACCELERATION

If foreclosure proceedings of any second mortgage or second trust deed or any junior lein of any kind should be instituted, the Mortgagee, at its option, immediately or thereafter may declare this mortgage and the indebtedness secured due and payable.

13. CONDEMNATION

In the event the premises mortgaged, or any part of them, shall be condemned and taken for public use under the power of eminent domain, the Mortgagee shall have the right to demand that all damages awarded for the taking of or damages to the premises shall be paid to the Mortgagee up to the amount then unpaid on this mortgage and the obligation secured, and may be applied upon the payments last payable under this mortgage and obligation secured.

14. COLLATERALIZATION

This mortgage covers any loan the member has now or in the future at Harvesters FCU.

PROVIDED ALWAYS, HOWEVER, that is the Mortgagor shall pay unto the Mortgagee the monies provided for in and by the Note and this Mortgage and shall well and truly keep, observe and perform and comply with and abide by each and every stipulation, agreement, condition and covenant of the Mortgage and Note as and when required by them, then this Deed and the estate created by this Mortgage shall cease and be null and void, otherwise the same shall remain of binding force and effect.

IN WITNESS WHEREOF, the Mortgagor has made, executed, sealed, and delivered this Mortgage the day and year first above written.

Signed, sealed and delivered in
the presence of:

Brenda B. Dunsford
Brenda B. Dunsford

Vicki Godwin
Vicki Godwin

Joe Nathan Mack (seal)

_____ (seal)

_____ (seal)

STATE OF FLORIDA

COUNTY OF ESCAMBIA

Before me, the undersigned authority, personally appeared JOE NATHAN MACK, A SINGLE MAN

known to me and known to me to be the person(s) described in and who executed the foregoing instrument and acknowledged that _____ he _____ executed the same for the uses and purposes therein set forth.

Given under my hand and official seal this the 26th day of January, 19 93.

019129

FILED & RECORDED IN
PUBLIC RECORDS OF
ESCAMBIA CO FL ON

FEB 4 3 29 PM '93

IN E. COPIED
ABOVE
JAN 29 1993
COUNTY CLERK
ESCAMBIA COUNTY

Evelyn G. Meharg
Notary Public
Evelyn G. Meharg



EVELYN G. MEHARG
MY COMMISSION # CC 236598 EXPIRES
November 10, 1996

My commission expires

The signers are personally known to this Notary. No oath taken.

IN THE COUNTY COURT, IN AND FOR ESCAMBIA COUNTY
STATE OF FLORIDA, CIVIL DIVISION

ASSET ACCEPTANCE LLC
Plaintiff,

vs.

JOE N MACK
Defendant(s).

Case No. 09SC1235

ERNIE LEE MAGAHA
CLERK OF CIRCUIT COURT
ESCAMBIA COUNTY, FL

2009 JUN 22 A 9:35

COUNTY CIVIL DIVISION
FILED & RECORDED

DEFAULT FINAL JUDGMENT

This action was heard after entry of default against the defendant and

ORDERED AND ADJUDGED that the default is entered against the defendant for failure to appear at the pretrial on 04/22/09. FURTHER,

IT IS ADJUDGED that Plaintiff, ASSET ACCEPTANCE LLC, P.O. Box 2036, Warren, MI 48090, recover from Defendant, Joe N Mack, 210 Washington St , Cantonment Fl 325331360, in the sum of \$1743.72 on principal, \$749.86 as prejudgment interest, with costs of \$217.00, less \$587.25 in payments, for a total sum of \$2123.33 which shall bear interest at the rate of 8.00% per year, for all of which let execution issue.

IT IS FURTHER ORDERED AND ADJUDGED that the defendant(s) shall complete Florida Small Claims Rules Form 7.343 (Fact Information Sheet) and return it to the Plaintiff's attorney within forty five (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(s) to complete form 7.343 and return it to the plaintiff's attorney.

DONE AND ORDERED in chambers at Escambia County, Florida on this 18 day of June, 2009.

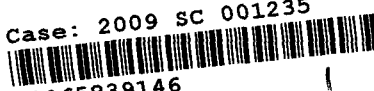

JUDGE

Copies furnished to:

Plaintiff: Asset Acceptance LLC, PO Box 9065, Brandon, FL 33509

Defendant: Joe N Mack, 210 Washington St , Cantonment, Fl 325331360

38192559

Case: 2009 SC 001235

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Dkt: CC1033 Pg#: 1