

TAX COLLECTOR'S CERTIFICATION

Application  
Date / Number  
Apr 21, 2014 / 140098

This is to certify that the holder listed below of Tax Sale Certificate Number 2012 / 2707.0000 , issued the 1st day of June, 2012, and which encumbers the following described property located in the County of Escambia, State of Florida to wit: Parcel ID Number: 04-4005-000

Certificate Holder:  
BRIDGE TAX LLC - 447 US BANK % BRIDGE TAX LLC-447  
PO BOX 645040  
CINCINNATI, OHIO 45264

Property Owner:  
KELSEY LOWELL E  
502 S EDGEWOOD CIR  
PENSACOLA , FLORIDA 32506

Legal Description:  
LOT 63 ALSO BEG AT A PT WHERE S LI OF SEC 5 2S 30 INTERSECTS E LI OF 9TH AVE NLY ALG E LI OF AVE 926  
3/10 FT ELY AT RT ANG 170 FT FOR POB CONT E 130 ...  
See attachment for full legal description.

has surrendered same in my office and made written application for tax deed in accordance with Florida Statutes. I certify that the following tax certificates, interest, ownership and encumbrance report fee, and Tax Collector's fees have been paid:

CERTIFICATES OWNED BY APPLICANT AND FILED IN CONNECTION WITH THIS TAX DEED APPLICATION:

| Cert. Year | Certificate Number | Date of Sale | Face Amt   | T/C Fee | Interest | Total      |
|------------|--------------------|--------------|------------|---------|----------|------------|
| 2012       | 2707.0000          | 06/01/12     | \$1,386.40 | \$0.00  | \$69.32  | \$1,455.72 |

CERTIFICATES REDEEMED BY APPLICANT OR INCLUDED (COUNTY) IN CONNECTION WITH THIS APPLICATION:

| Cert. Year | Certificate Number | Date of Sale | Face Amt | T/C Fee | Interest | Total |
|------------|--------------------|--------------|----------|---------|----------|-------|
|------------|--------------------|--------------|----------|---------|----------|-------|

1. Total of all Certificates in Applicant's Possession and Cost of the Certificates Redeemed by Applicant or Included (County)
2. Total of Delinquent Taxes Paid by Tax Deed Application
3. Total of Current Taxes Paid by Tax Deed Applicant
4. Ownership and Encumbrance Report Fee
5. Tax Deed Application Fee
6. Total Certified by Tax Collector to Clerk of Court
7. Clerk of Court Statutory Fee
8. Clerk of Court Certified Mail Charge
9. Clerk of Court Advertising Charge
10. Sheriff's Fee
11. \_\_\_\_\_
12. Total of Lines 6 thru 11
13. Interest Computed by Clerk of Court Per Florida Statutes.....(   %)
14. One-Half of the assessed value of homestead property. If applicable pursuant to section 197.502, F.S.
15. Statutory (Opening) Bid; Total of Lines 12 thru 14
16. Redemption Fee
17. Total Amount to Redeem

|             |
|-------------|
| \$1,455.72  |
| \$0.00      |
| \$250.00    |
| \$75.00     |
| \$1,780.72  |
|             |
|             |
|             |
|             |
|             |
| \$1,780.72  |
|             |
| \$50,841.00 |
|             |
| \$6.25      |

\*Done this 21st day of April, 2014

TAX COLLECTOR, ESCAMBIA COUNTY, FLORIDA

By Anna Stewart

Date of Sale: October 6, 2014

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

FORM 513  
(r.12/00)

TAX COLLECTOR'S CERTIFICATION

APPLICATION DATE

4/21/2014

FULL LEGAL DESCRIPTION  
Parcel ID Number: 04-4005-000

April 28, 2014  
Tax Year: 2011  
Certificate Number: 2707.0000

LOT 63 ALSO BEG AT A PT WHERE S LI OF SEC 5 2S 30 INTERSECTS E LI OF 9TH AVE NLY ALG E LI OF AVE 926  
3/10 FT ELY AT RT ANG 170 FT FOR POB CONT E 130 FT NLY PARL WITH AVE 100 FT WLY 130 FT SLY 100 FT TO  
POB OR 5455 P 1641 PINEGLADES PB 3 P 61 SEC 49/5 T 1/2S R 30

### Notice to Tax Collector of Application for Tax Deed

TO: Tax Collector of Escambia County

In accordance with Florida Statutes, I,

BRIDGE TAX LLC - 447 US BANK % BRIDGE TAX  
LLC-447  
PO BOX 645040  
CINCINNATI, Ohio, 45264

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

| Certificate No. | Parcel ID Number | Date       | Legal Description  |
|-----------------|------------------|------------|--|
| 2707.0000       | 04-4005-000      | 06/01/2012 | LOT 63 ALSO BEG AT A PT WHERE S LI OF SEC 5<br>2S 30 INTERSECTS E LI OF 9TH AVE NLY ALG E<br>LI OF AVE 926 3/10 FT ELY AT RT ANG 170 FT<br>FOR POB CONT E 130 FT NLY PARL WITH AVE<br>100 FT WLY 130 FT SLY 100 FT TO POB OR 5455<br>P 1641 PINEGLADES PB 3 P 61 SEC 49/5 T 1/2S<br>R 30 |

2013 TAX ROLL  
KELSEY LOWELL E  
502 S EDGEWOOD CIR  
PENSACOLA, Florida 32506

I agree to pay all delinquent taxes, redeem all outstanding certificates not in my possession, pay any omitted taxes, and pay current taxes, if due, covering the land, and pay any interest earned (a) on tax certificates not in my possession, (b) on omitted taxes or (c) on delinquent taxes. I also agree to pay all Tax Collector's fees, ownership and encumbrance reports costs, Clerk of the Court costs, charges and fees and Sheriff's costs, if applicable. Attached is the above-mentioned tax sale certificate on which this application is based and all other certificates of the same legal description which are in my possession.

towercap (Donna Ernwein)

Applicant's Signature

04/21/2014

Date

**Southern Guaranty Title Company**

4400 Bayou Boulevard, Suite 13B

Pensacola, Florida 32503

Telephone: 850-478-8121

Facsimile: 850-476-1437

*14-708  
Redeemed*

**OWNERSHIP AND ENCUMBRANCE REPORT**

File No.: 11306

July 9, 2014

Escambia County Tax Collector

P.O. Box 1312

Pensacola, Florida 32591

Pursuant to your request, the Company has caused a search to be made of the Public Records of Escambia County, Florida, solely as revealed by records maintained from 07-09-1994, through 07-09-2004, and said search reveals the following:

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

Lowell E.Kelsey

2. The land covered by this Report is:

LEGAL DESCRIPTION IS ATTACHED HERETO AND MADE A PART HEREOF

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

SEE CONTINUATION PAGE ATTACHED HERETO AND MADE A PART HEREOF

4. Taxes:

SEE CONTINUATION PAGE ATTACHED HERETO AND MADE A PART HEREOF

The foregoing report is prepared and furnished for information only, is not intended to constitute or imply any opinion, warranty, guaranty, insurance, or similar assurance as to the status of title, and no determination has been made of the authenticity of any instrument described or referred to herein. The name search for the purposes of determining applicable judgments and liens is limited to the apparent record owner(s) shown herein, No attempt has been made to determine whether the land is subject to liens or assessments which are not shown as existing liens by the public records. The Company's liability hereunder shall not exceed the cost of this Report, or \$1,000.00 whichever is less.

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

Southern Guaranty Title Company

By: 

July 9, 2014

**OWNERSHIP AND ENCUMBRANCE REPORT  
LEGAL DESCRIPTION**

File No.: 11306

July 9, 2014

**491S30210000063 - Full Legal Description**

LOT 63 ALSO BEG AT A PT WHERE S LI OF SEC 5 2S 30 INTERSECTS E LI OF 9TH AVE NLY ALG E LI OF AVE  
926 3/10 FT ELY AT RT ANG 170 FT FOR POB CONT E 130 FT NLY PARL WITH AVE 100 FT WLY 130 FT SLY  
100 FT TO POB OR 5455 P 1641 PINEGLADES PB 3 P 61 SEC 49/5 T 1/2S R 30

---

**OWNERSHIP AND ENCUMBRANCE REPORT  
CONTINUATION PAGE**

File No.: 11306

July 9, 2014

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

1. Mortgage executed by Lowell E.Kelsey to Wells Fargo Bank, N.A. formerly Wachovia Bank, N.A., dated 10/28/2005 and recorded in Official Record Book 5775 on page 950 of the public records of Escambia County, Florida. given to secure the original principal sum of \$178,385.67. Request for Notice recorded in O.R. Book 6693, page 1759.
2. Mortgage executed by Lowell E.Kelsey to Navy Federal Credit Union, dated 02/09/2008 and recorded in Official Record Book 6289 on page 1130 of the public records of Escambia County, Florida. given to secure the original principal sum of \$38,000.00.
3. Judgment filed by FIA Card Services, N.A. recorded in O.R. Book 6855, page 1610, and O.R. Book 6920, page 143.
4. Judgment filed by Citibank, N.A. recorded in O.R. Book 7049, page 1953.
5. Judgment filed by Grand Casinos of Mississippi, LLC-Biloxi DBA Grand CASino Biloxi recorded in O.R. Book 7151, page 656.
6. Judgment filed by American Express Bank recorded in O.R. Book 6510, page 1335.
7. Taxes for the year 2011 and 2013 delinquent. The assessed value is \$101,682.00. Tax ID 04-4005-000.

**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: rcsqt@aol.com

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

CERTIFICATION: TITLE SEARCH FOR TDA

TAX DEED SALE DATE: 10-6-2014

TAX ACCOUNT NO.: 04-4005-000

CERTIFICATE NO.: 2012-2707

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 2013 tax year.

Lowell E. Kelsey  
502 S. Edgewood Circle  
Pensacola, FL 32506  
and  
116 Mango St.  
Pensacola, FL 32503

Navy Federal Credit Union  
P.O. Box 3327  
Merrifield, VA 22119-3327

Grand Casinos of  
Mississippi, LLC  
Biloxi dba Grand Casino  
Biloxi  
Address unknown

Wells Fargo Bank, N.A.  
fka Wachovia Bank, N.A.  
Foreclosure Dept.  
18700 NW Walker Rd. #92  
Mac # P6053-022  
Beaverton, OR 97006

FIA Card Services, N.A.  
1825 East Buckeye Ave.  
Phoenix, AZ 85034

American Express Bank, FSB  
World Financial Center  
200 Vesey St. 44th Floor  
New York, NY 10285-3820

Certified and delivered to Escambia County Tax Collector,  
this 10th day of July, 2014.

Citibank, N.A.  
7930 NW 110th St.  
Kansas City, MO 64153

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.

18.50  
987.00

OR BK 5455 PG1641  
Escambia County, Florida  
INSTRUMENT 2004-263606  
NEED DOC STAMPS PD @ ESC CO \$ 987.00  
07/15/04 ERNIE LEE WAGNER, CLERK

Prepared by and return to:  
Cynthia E. Ellis

David A. Sapp, PA  
4457 Bayou Boulevard  
Pensacola, FL 32503  
File Number: 04-06-26-CEE  
Will Call No.: 610402136

[Space Above This Line For Recording Data]

## Warranty Deed

This Warranty Deed made this 30th day of June, 2004 between Chris H. McBroom, a single man whose post office address is P. O. Box 2406, Pensacola, FL 32513-2406, grantor, and Lowell E. Kelsey, a single man whose post office address is 116 Mango Street, Pensacola, FL 32503, grantee;

(Whenever 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, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) 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 said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Escambia County, Florida to-wit:

Lot 63 of Pineglades subdivision, according to the Plat of said Pineglades, recorded in Plat Book 3, Page 61, of the Public Records of Escambia County, Florida; together with the following described: Commence at a point where the South Line of Section 5, Township 2 South, Range 30 West, intersects the East line of Skinner Road, being an extension of 9th Avenue of the City of Pensacola, run thence Northerly along the East line of said road 926.30 feet; thence run Easterly at right angles to East line of said road 170.00 feet to the point of beginning of this description; thence continue to run easterly in the same direction, 130.00 feet; thence Northerly parallel with the East line of Skinner Road, 100.00 feet; thence Westerly at right angles to course last run 130.00 feet; thence Southerly parallel with the East line of Skinner Road, 100.00 feet to the Point of Beginning of said description, situate lying and being in Section 49, Township 1 South, Range 30 West.

Parcel Identification Number: 49-1S-30-2100-000-063

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 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; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2003.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witness Name: Jickyl Kianard

Chris H. McBroom (Seal)  
Chris H. McBroom

Witness Name: Cynthia E. Ellis

State of Florida  
County of Escambia

The foregoing instrument was acknowledged before me this 30th day of June, 2004 by Chris H. McBroom, who  is personally known or  has produced a driver's license as identification.

[Notary Seal]

[Signature]  
Notary Public  
Printed Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**Cynthia Estrada Ellis**  
**Notary Public State of Florida**  
**My Commission #DD301985**  
**Expires March 21, 2008**



**RESIDENTIAL SALES  
ABUTTING ROADWAY  
MAINTENANCE DISCLOSURE**

ATTENTION: Pursuant to Escambia County Code of Ordinances Chapter 1-29.2, Article V, sellers of residential lots are required to disclose to buyers whether abutting roadways will be maintained by Escambia County. The disclosure must additionally provide that Escambia County does not accept roads for maintenance that have not been built or improved to meet county standards. Escambia County Code of Ordinances Chapter 1-29.2, Article V requires this disclosure be attached along with other attachments to the deed or other method of conveyance required to be made part of the public records of Escambia County, Florida. Note: Acceptance for filing by County employees of this disclosure shall in no way be construed as an acknowledgment by the County of the veracity of any disclosure statement.

Name of Roadway: 116 Mango Street

Legal Address of Property: 116 Mango Street, (63+ Pineglades), Pensacola, FL 32503

The City has accepted the abutting roadway for maintenance.

This form Completed by: David A. Sapp, PA  
4457 Bayou Boulevard, Pensacola, FL 32503

AS TO SELLER(S):

Chris H. McBroom  
Seller's Name: Chris H. McBroom

Seller's Name: \_\_\_\_\_

Vicky L. Kinnard  
Witness' Name: Vicky C. Kinnard

Cynthia E. Ellis  
Witness' Name: CYNTHIA E. ELLIS

AS TO BUYER(S):

Lowell E. Kelsey  
Buyer's Name: Lowell E. Kelsey

Buyer's Name: \_\_\_\_\_

Cynthia E. Ellis  
Witness' Name: CYNTHIA E. ELLIS

Vicky L. Kinnard  
Witness' Name: Vicky L. Kinnard

THIS FORM APPROVED BY THE  
ESCAMBIA COUNTY BOARD  
OF COUNTY COMMISSIONERS  
Effective 4/15/95  
File No.:04-06-26-CEE

RCD Jul 15, 2004 01:09 pm  
Escambia County, Florida

ERNIE LEE MAGANA  
Clerk of the Circuit Court  
INSTRUMENT 2004-263606

Prepared By:  
ROBBY OLIVE  
Wachovia Bank, National Association  
Retail Credit Servicing  
P.O. Box 50010  
Roanoke, VA 24022

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

### MORTGAGE

THIS MORTGAGE made this day 28 October, 2005 between the Mortgagor,  
LOWELL E KELSEY, SINGLE;

(herein "Borrower"), and the Mortgagee, Wachovia Bank, National Association, a national banking association organized and existing under the laws of the United States of America, whose address is Wachovia Bank, National Association, 301 South College Street, NC 0630, Charlotte, North Carolina 28268-0630 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S.\$ 178385.67 which indebtedness is evidenced by Borrower's Note dated 10/28/05 and extensions, modifications and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on 11/16/20.

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender the following described Property located in the County of ESCAMBIA, State of Florida:

DEED DATE:08/30/04 RECORDED: 07/15/04 BOOK/INST: 5455 PAGE: 1641  
PARCEL/TAX ID #:044005000 TWP/BORO:CITY OF PENSACOLA  
LOT:63  
SEE ATTACHED LEGAL DESCRIPTION

which has the address of 116 MANGO STREET  
PENSACOLA FL 32503  
(herein "Property Address");

TOGETHER with all the improvements now or hereafter erected on the Property, and all easements, rights, appurtenances and rents all of which shall be deemed to be and remain a part of the Property covered by this Mortgage; and all of the foregoing, together with said Property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property."

Any Rider ("Rider") attached hereto and executed of even date is incorporated herein and the covenants and agreements of the Rider shall amend and supplement the covenants and agreements of this Mortgage, as if the Rider were a part hereof.

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

**UNIFORM COVENANTS.** Borrower and Lender covenant and agree as follows:

- 1. Payment of Principal and Interest.** Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note. This Mortgage secures payment of said Note according to its terms, which are incorporated herein by reference.
- 2. Prior Mortgages and Deeds of Trust; Charges; Liens.** Borrower shall perform all of Borrower's obligations, under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.
- 3. Hazard Insurance.** a) Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit, or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal, or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this section 22, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos of formaldehyde, and radioactive materials. As used in this section 22, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety, or environmental protection.

**REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST**

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender at Wachovia Bank, National Association, Retail Credit Servicing, P.O. Box 50010, Roanoke, VA 24022 of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Borrower has executed this Mortgage and adopted as his seal the word ("SEAL") appearing beside his name.

Signed, sealed and delivered in the presence of:

Mary A Henderson  
Witness Signature

Lowell E Kelsey [SEAL]  
Borrower **LOWELL E KELSEY**  
Address **118 MANGO STREET**  
**PENSACOLA** FL 32503

Mary A Henderson  
Witness Print Name

\_\_\_\_\_[SEAL]  
Borrower  
Address

Jennifer L Ray  
Witness Signature

\_\_\_\_\_[SEAL]  
Borrower  
Address

Jennifer L Ray  
Witness Print Name

\_\_\_\_\_[SEAL]  
Borrower  
Address

STATE OF Florida  
COUNTY OF ESCAMBIA

This foregoing instrument was acknowledged before me this 28<sup>th</sup> of October 2005 (date) by  
LOWELL E KELSEY

who is personally known to me or who has produced FI ID  
(type of identification) as identification.

Mary A Henderson  
Notary Public

Mary A Henderson  
Notary Public Name (Typed, Printed or Stamped)



0525790852 11

LEGAL DESCRIPTION

ALL THAT CERTAIN PROPERTY SITUATED IN THE CITY OF PENSACOLA IN THE COUNTY OF ESCAMBIA AND STATE OF FLORIDA AND BEING DESCRIBED IN A DEED DATED 06-30-2004 AND RECORDED 07-15-2004 IN BOOK 5455 PAGE 1641 AMONG THE LAND RECORDS OF THE COUNTY AND STATE SET FORTH ABOVE AND REFERENCED AS FOLLOWS: LOT 63, SUBDIVISION PINEGLADES, PLAT BOOK 3, PLAT PAGE 61. PARCEL ID NUMBER: 044005000

**REQUEST FOR NOTICE**

Recording Requested By  
**Wells Fargo Bank NA**  
ACCT No.: XXXXXXXXXX

WHEN RECORDED MAIL TO  
**Wells Fargo Bank NA**  
Attn: Home Equity LSC-FINAL DOCS.  
PO Box 31557 MAC B6955-016  
Billings, MT 59107

Request is hereby made that a copy of any Notice of Default or Notice of Sale under the deed of trust as follows: Deed of Trust recorded 11/14/2005 as Instrument no. 2005443717 in book NA at page NA in ESCAMBIA, FL County by **LOWELL E KELSEY**, as Trustors, and NA as Trustees and WACHOVIA BANK, N. A. AKA WELLS FARGO BANK, N. A. as Beneficiary. The property is identified with an APN of 044005000 with a legal description of **LOT 63, SUBDIVISION PINEGLADES.**

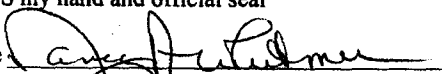
NOTICE: A copy of any Notice of Default and of any Notice of Sale will be sent only to the address contained in this recorded request. If our address changes, a new request must be recorded

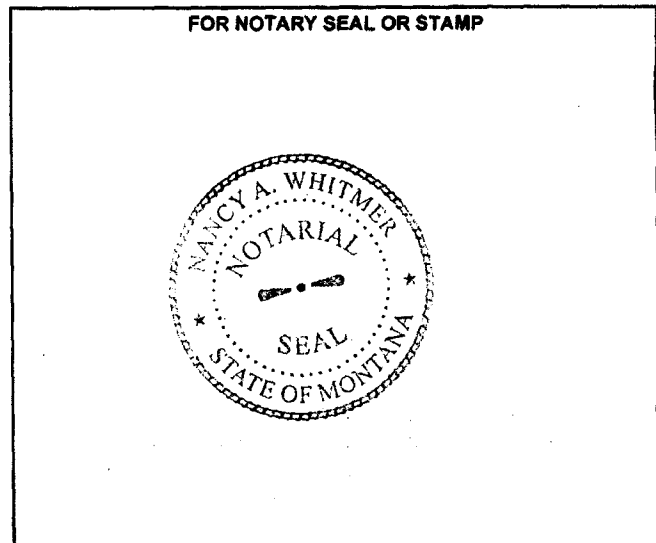
Please mail such notices to:  
**Wells Fargo Bank NA**  
Foreclosure Department  
18700 NW Walker Road #92  
Mac # P6053-022  
Beaverton, OR 97006

By:  **Samantha Houghton- VP Loan Documentation, Wells Fargo Bank NA**  
Authorized Signature

STATE OF MONTANA  
COUNTY OF Yellowstone } S.S.

On 02/16/2011 before me, Nancy A. Whitmer, Notary Public, personally appeared Samantha Houghton, VP Loan Documentation, 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 instrument 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 instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal  
Signature   
**Nancy A. Whitmer, Notary Public - Montana**  
My Commission Expires 07/12/2012



This document was prepared by  
**Rebecca Cumberlandge**  
NFCU,  
P.O. Box 3327  
Merrifield, Virginia 22119-3327

State of Florida's Documentary Stamp Tax required by law  
in the amount of \$ \_\_\_\_\_ has been paid to  
the Clerk of the Circuit Court (or the County Comptroller,  
if applicable) for the County of  
State of Florida.

State of Florida

Space Above This Line for Recording Data

## MORTGAGE

(With Future Advance Clause)

1. **DATE AND PARTIES.** The date of this Mortgage (Security Instrument) is **February 09, 2008**  
The parties and their addresses are:

**MORTGAGOR: LOWELL E KELSEY, UNMARRIED**  
**116 MANGO ST, PENSACOLA, FL 32503-2853**

If checked, refer to the attached Addendum incorporated herein, for additional Mortgagors, their signatures and acknowledgments.

**LENDER:** Navy Federal Credit Union, which is organized and existing under the laws of the U.S. Government (12USC1751), and whose address is P.O. Box 3327, Merrifield, Virginia 22119-3327.


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 Lender the following described property:  
**The legal description attached hereto is a part of the Deed of Trust.**

**FLORIDA HOME EQUITY LINE OF CREDIT - MORTGAGE**

© 1994 Writers Kluwer Financial Services - Bankers Systems™ Form OCP-REMTG-FL 5/11/2005

1063212 (06-05)

Page 1 of 6

  
LOAN #: 8015608550

The property is located in **ESCAMBIA** at **116 MANGO ST**  
 [County] , Florida **32503-2853**  
 [Address] **PENSACOLA** [City] [ZIP Code]

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property").

**3. SECURED DEBT AND FUTURE ADVANCES.** The term "Secured Debt" is defined as follows:

A. The initial indebtedness secured by this Security Instrument is the debt incurred under the terms of all promissory note(s), contract(s), guaranty(ies) 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.)*

**HOME EQUITY LINE TRUTH IN LENDING AND AGREEMENT DATED 2/9/2008 IN THE AMOUNT OF \$38,000.00 PAYABLE TO NAVY FEDERAL CREDIT UNION.**

B. All future advances made within 20 years of the date of this Security Instrument from Lender to Mortgagor or other future obligations of Mortgagor to Lender pursuant to section 4 of the Security Instrument under any promissory note, contract, guaranty, or other evidence of debt executed by Mortgagor in favor of Lender after this Security Instrument whether or not this Security Instrument is specifically referenced. If more than one person signs this Security Instrument, each Mortgagor agrees that this Security Instrument will secure all future advances and future obligations that are given to or incurred by any one or more Mortgagor, or any one or more Mortgagor and others.

All future advances and other future obligations are secured by this Security Instrument even though all or part may not yet be advanced. All future advances and other future obligations are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment must be agreed to in a separate writing.

C. All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

**SIGNATURES:** By signing below, Mortgagor agrees to the terms and covenants contained in this Security Instrument and in any attachments. Mortgagor also acknowledges receipt of a copy of this Security Instrument on the date stated on page 1.

*[Handwritten Signature]*  
\_\_\_\_\_  
Witness

*[Handwritten Signature]*  
\_\_\_\_\_  
LOWELL E KELSEY

\_\_\_\_\_  
Witness

\_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_

**ACKNOWLEDGMENT:**

STATE OF Florida, COUNTY OF Essex } ss.  
This instrument was acknowledged before me this 9 day of Feb. 2008  
by Lowell E. Kelsey

who is personally known to me or who has produced FLDL as identification.

My Commission Expires: 5/28/08  
(Seal)



MARY D. WEAVER  
MY COMMISSION # DD 298776  
EXPIRES: May 28, 2008  
Bonded Thru Budget Notary Services

*[Handwritten Signature]*  
\_\_\_\_\_  
[Notary Public]

**ACKNOWLEDGMENT:**

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_ } ss.  
This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_

who is personally known to me or who has produced \_\_\_\_\_ as identification.

My Commission Expires: \_\_\_\_\_  
(Seal)

\_\_\_\_\_  
[Notary Public]

5



Exhibit A (Legal Description)

\* ALL THAT PARCEL OF LAND IN ESCAMBIA COUNTY, STATE OF FLORIDA, AS MORE FULLY DESCRIBED IN DEED BOOK 5455, PAGE 1641, ID# 044005000, BEING KNOWN AND DESIGNATED AS:

LOT 63 OF PINEGLADES SUBDIVISION, ACCORDING TO THE PLAT OF SAID PINEGLADES, RECORDED IN PLAT BOOK 3, PAGE 61, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; TOGETHER WITH THE FOLLOWING DESCRIBED:

COMMENCE AT A POINT WHERE THE SOUTH LINE OF SECTION 5, TOWNSHIP 2 SOUTH, RANGE 30 WEST, INTERSECTS THE EAST LINE OF SKINNER ROAD, BEING AN EXTENSION OF 9TH AVENUE OF THE CITY OF PENSACOLA, RUN THENCE NORTHERLY ALONG THE EAST LINE OF SAID ROAD 926.30 FEET; THENCE RUN EASTERLY AT RIGHT ANGLES TO EAST LINE OF SAID ROAD 170.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUE TO RUN EASTERLY IN THE SAME DIRECTION, 130.00 FEET; THENCE NORTHERLY PARALLEL WITH THE EAST LINE OF SKINNER ROAD, 100.00 FEET; THENCE WESTERLY AT RIGHT ANGLES TO COURSE LAST RUN 130.00 FEET; THENCE SOUTHERLY PARALLEL WITH THE EAST LINE OF SKINNER ROAD, 100.00 FEET TO THE POINT OF BEGINNING OF SAID DESCRIPTION, SITUATE LYING AND BEING IN SECTION 49, TOWNSHIP 1 SOUTH, RANGE 30 WEST.

BY FEE SIMPLE DEED FROM CHRIS H. MCBROOM, SINGLE AS SET FORTH IN DEED BOOK 5455, PAGE 1641 DATED 06/30/2004 AND RECORDED 07/15/2004, ESCAMBIA COUNTY RECORDS, STATE OF FLORIDA.

LOAN #: 8015608550

Recorded in Public Records 01/20/2012 at 09:30 AM OR Book 6809 Page 1732,  
Instrument #2012004344, Ernie Lee Magaha Clerk of the Circuit Court Escambia  
County, FL

IN THE COUNTY COURT  
OF THE FIRST JUDICIAL CIRCUIT  
IN AND FOR ESCAMBIA COUNTY, FLORIDA

ERNIE LEE MAGAHA,  
CLERK OF CIRCUIT COURT  
ESCAMBIA COUNTY, FL

UCN:  
Case No.: 2011 CC 003331V  
Division:

2012 JAN 18 P 2:20

FIA CARD SERVICES, N.A.,  
1825 East Buckeye Avenue,  
Phoenix, AZ 85034,

COUNTY CIVIL DIVISION  
FILED & RECORDED

Plaintiff,

vs.

LOWELL KELSEY,

Defendant.

**DEFAULT FINAL JUDGMENT**

The Defendant failing to answer the Complaint filed in the above-styled action, and the Plaintiff filing the appropriate pleadings in this matter, it is

**ORDERED AND ADJUDGED** that Plaintiff, FIA CARD SERVICES, N.A., recovers from Defendant, LOWELL KELSEY, the sum of \$12,938.03 on principal, and costs in the sum of \$350.00, making a total of \$13,288.03, for all of which let execution issue. Plaintiff waives future statutory interest.

**DONE AND ORDERED** at Escambia County, Florida, this 18<sup>th</sup> day of January, 2012.

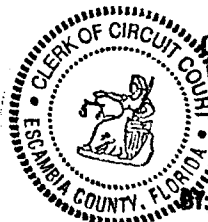
  
\_\_\_\_\_  
COUNTY JUDGE

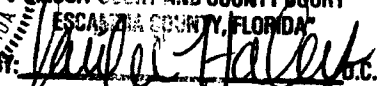
**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by United States Mail to Lowell Kelsey, Defendant, at 502 S Edgewood Circle, Pensacola FL 32506, and MARCADIS SINGER, P.A., Attorneys for Plaintiff, at 10000 Westshore Blvd., Tampa, Florida 33611, this 19 day of January.



120112/E73148/MOR



"CERTIFIED TO BE A TRUE COPY  
OF THE ORIGINAL ON FILE IN THIS OFFICE  
WITNESS MY HAND AND OFFICIAL SEAL  
ERNIE LEE MAGAHA, CLERK  
CIRCUIT COURT AND COUNTY COURT  
ESCAMBIA COUNTY, FLORIDA"  
BY:  J.C.

Case: 2011 CC 003331  
00001001219  
Dkt: CC1033 Pg#: 1

IN THE COUNTY COURT  
OF THE FIRST JUDICIAL CIRCUIT  
IN AND FOR ESCAMBIA COUNTY, FLORIDA

ERNIE LEE MAGAHA  
CLERK OF CIRCUIT COURT  
ESCAMBIA COUNTY, FL

UCN:  
Case No.: 2011 CC 002690V  
Division:

2012 AUG 20 P 2:22

FIA CARD SERVICES, N.A.,  
1825 East Buckeye Avenue,  
Phoenix, AZ 85034,

COUNTY CIVIL DIVISION  
FILED & RECORDED

Plaintiff,

vs.

LOWELL E. KELSEY,  
\*\*\*-\*\*-6328

Defendant.

**DEFAULT FINAL JUDGMENT**

The Defendant failing to answer the Complaint filed in the above-styled action, and the Plaintiff filing the appropriate pleadings in this matter, it is

**ORDERED AND ADJUDGED** that Plaintiff, FIA CARD SERVICES, N.A., recovers from Defendant, LOWELL E. KELSEY, the sum of \$9,735.67 on principal, pre-judgment interest of \$24.37, with costs in the sum of \$350.00, collection costs of \$.00, and attorney's fees of \$.00, making a total of \$10,110.04, which shall bear interest at the rate as provided for by Florida Statute, for all of which let execution issue.

**DONE AND ORDERED** at Escambia County, Florida, this 20<sup>th</sup> day of August, 2012.

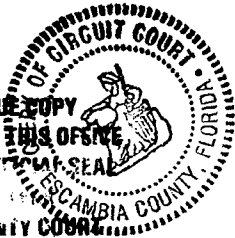
COUNTY JUDGE

Copies furnished to:

8-20-2012  
✓ MARCADIS SINGER, P.A., Attorneys for Plaintiff, at 5104 South Westshore Blvd., Tampa, Florida 33611  
✓ Lowell E. Kelsey, , Defendant, at 502 S Edgewood Circle, Pensacola FL 32506-5448

120731/E72170/cmc

"CERTIFIED TO BE A TRUE COPY  
OF THE ORIGINAL ON FILE IN THIS OFFICE  
WITNESS MY HAND AND OFFICIAL SEAL  
ERNIE LEE MAGAHA  
CIRCUIT COURT AND COUNTY CLERK  
ESCAMBIA COUNTY, FLORIDA"



BY: K. KATHOLISIA D.C.

Case: 2011 CC 002690



00021962730

Dkt: CC1036 Pg: 1

IN THE CIRCUIT COURT IN THE FIRST JUDICIAL CIRCUIT  
IN AND FOR ESCAMBIA COUNTY, FLORIDA

CASE NUMBER: 2012 CA 001704 D DIV:

CITIBANK, N.A.,

Plaintiff,

vs.

LOWELL E KELSEY,

Defendant.

PAM CHILDERS  
CLERK OF CIRCUIT COURT  
ESCAMBIA COUNTY, FL

2013 APR -2 P 2:54

CIRCUIT CIVIL DIVISION  
FILED & RECORDED

DEFAULT FINAL JUDGMENT

The Court finding that a default has been entered against the Defendant in this action, and the Plaintiff is entitled to a judgment, it is:

ADJUDGED that the Plaintiff, CITIBANK, N.A., recover from the Defendant, LOWELL E KELSEY, the principal sum of \$19,257.83, together with \$450.00 for costs of this suit, that shall bear interest at the rate of four and three quarters percent (4.75%) per year and thereafter pursuant to Florida Statutes Section 55.03, for which let execution issue.

DONE AND ORDERED at Pensacola, Escambia County, Florida this 2<sup>nd</sup> day of April, 2013.

*Michael D. Allen*

Circuit Court Judge

*JF 4/9/13*

Copies to:

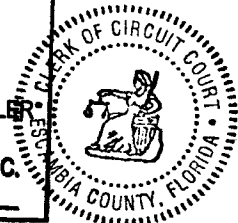
Brian Michael Bochenek  
Attorney for Plaintiff  
Rubin & Debski, P.A.  
P.O. Box 47718  
Jacksonville, FL 32247

Plaintiff's Address (F.S. 55.10)  
Citibank, N.A.  
7930 NW 110th Street  
Kansas City, MO 64153

✓ LOWELL E KELSEY  
Defendant  
502 S EDGEWOOD CIR  
PENSACOLA FL 32506-5448  
SSN: [REDACTED]

K1200535

CERTIFIED TO BE A TRUE COPY OF THE  
ORIGINAL ON FILE IN THIS OFFICE  
WITNESS MY HAND AND OFFICIAL SEAL  
PAM CHILDERS  
CLERK OF THE CIRCUIT COURT & COMPTROLLER  
ESCAMBIA COUNTY, FLORIDA  
BY: *[Signature]* D.C.  
DATE: July 22, 2013



Case: 2012 CA 001704



00069911026

Dkt: CA1310 Pg#: 1

IN THE COUNTY COURT OF HARRISON COUNTY  
SECOND JUDICIAL DISTRICT  
STATE OF MISSISSIPPI

PAM CHILDERS  
CLERK OF CIRCUIT COURT  
ESCAMBIA COUNTY, FL

2014 MAR 17 P 1:19

GRAND CASINOS OF MISSISSIPPI, LLC - Biloxi  
d/b/a GRAND CASINO BILOXI

PLAINTIFF CIVIL DIVISION  
FILED & RECORDED

V.

CIVIL ACTION NO. D2402-11-420

LOWELL E. KELSEY

2014 CA 538  
DEFENDANT F

DEFAULT JUDGMENT

THIS CAUSE came on for hearing on the motion of the Plaintiff for a default judgement pursuant to Rule 55(b) (2) of the Mississippi Rules Civil Procedure, and the Defendant(s) having been duly served with the Summons and Complaint and not being an infant or unrepresented incompetent person and having failed to plead or otherwise defend, and default having been duly entered and the defendant(s) having taken no proceedings since such default was entered.

IT IS, THEREFORE, ORDERED AND ADJUDGED that the Plaintiff, GRAND CASINOS OF MISSISSIPPI, LLC - Biloxi, have and recover judgement of and from the Defendant(s), LOWELL E. KELSEY, Social Security No. [REDACTED] in the amount of \$11,500.00, attorney's fees in the amount of \$3,795.00, and Court cost in the amount of \$150.00 for a total judgement of \$15,445.00 at 8% interest.

ORDERED AND ADJUDGED, this 25<sup>th</sup> day of July, A. D., 2011.

*[Signature]*  
COUNTY COURT JUDGE

*[Signature]*  
J. WARD CONVILLE, Attorney for Plaintiff  
CONVILLE & CONVILLE, PLLC

Attorneys at Law  
P.O. Box 681  
Hattiesburg, MS 39403  
Office: (601)-584-8611  
Fax: (601)-584-8619  
MSB# 9954P

hereby certify that the above and foregoing  
constitutes a true and correct copy of the  
Gayle Parke  
Circuit Court Clerk



By *[Signature]*

FILED  
JUL 26 2011

*[Signature]*

SCANNED

IN THE CIRCUIT COURT  
IN AND FOR ESCAMBIA  
COUNTY, FLORIDA

CASE NO.: 2009-CA-2090  
DIVISION: J

AMERICAN EXPRESS BANK, FSB,  
a corporation,

Plaintiff,

vs.

LOWELL KELSEY,

Defendant,

FILED  
CLERK OF CIRCUIT COURT  
IN  
ESCAMBIA COUNTY  
FLORIDA  
SEP 24 2009

**FINAL JUDGMENT**

This cause came before the Court on Plaintiff's Motion for Judgment and the Court  
finding that the Defendant is indebted to the Plaintiff, it is:

ADJUDGED that the Plaintiff, AMERICAN EXPRESS BANK, FSB, a corporation,  
recover from the Defendant, LOWELL KELSEY, the sum of \$ 15,037.47 and cost herein taxed  
at \$ 450.00; all of which shall bear interest at the rate of eight percent (8%) a year, for all of the  
above let execution issue.

DONE AND ORDERED at PENSACOLA, ESCAMBIA County, Florida this

14<sup>th</sup> day of September, 2009.

  
JUDGE


Copies Furnished to:

Brian K. Szilvasy  
G. Michael Samples  
✓ ZWICKER & ASSOCIATES, P.C.  
Attorney for Plaintiff  
3030 Hartley Road, Suite 150  
Jacksonville, FL 32257

PLAINTIFF'S ADDRESS (F.S. 55.10)  
American Express Bank, FSB:  
World Financial Center  
200 Vesey Street, 44<sup>th</sup> Floor  
New York, New York, 10285-3820

✓ Lowell Kelsey  
Defendant  
116 Mango St.  
Pensacola, FL 32503

9-2-09NW

Case: 2009 CA 002090  
  
00039321760  
Dkt: CA1036 Pg#: 1