## Tax Collector's Certification

CTV-513

**Tax Deed Application Number** 

1800540

**Date of Tax Deed Application**Jul 30, 2018

This is to certify that **TLGFY, LLC CAPITAL ONE, N.A., AS COLLATER**, holder of **Tax Sale Certificate Number 2016 / 8794**, Issued the 1st Day of June, 2016 and which encumbers the following described property in the county of Escambia County , State of Florida, to wit: **15-1811-000** 

Cert Holder:

TLGFY, LLC CAPITAL ONE, N.A., AS COLLATER PO BOX 54347 NEW ORLEANS, LA 70154 Property Owner:
HUEYS WORKS CORPORATION
1206 NORTH W ST
PENSACOLA, FL 32505

LTS 3 4 & 5 LESS CASE #70-1443 STATE ROAD R/W FOR W STREET BLK 219 WEST KING TRACT OR 7039 P 688 OR (Full legal attached.)

has surrendered same in my office and made written application for tax deed in accordance with Florida Statutes. I certify that the following tax certificates, interest, ownership and encumbrance report fee, and Tax Collector's fees have been paid, or if the certificate is held by the County, all appropriate fees have been deposited.

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

Certificate Year/Number	Account Number	Sale Date	Face Amount of Certificate	Interest	Total
2016/8794	15-1811-000	06/01/2016	849.38	42.47	891.85
2017/8608	15-1811-000	06/01/2017	834.32	41.72	876.04

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
2018/8783	15-1811-000	06/01/2018	848.40	6.25	42.42	897.07

	1 0 10. 10	I V.EJ	1 72.72	057.0
Amounts Certified by Tax Collector (Lines 1-7):			Total Am	ount Paid
1. Total of all Certificates in Applicant's Possession and Cost of the	2,664.96	<u> </u>		
2. Total of Delinquent Taxes Paid by Tax Deed Applicant			0.00	
3. Total of Current Taxes Paid by Tax Deed Applicant	***************************************		0.00	
4. Ownership and Encumbrance Report Fee			200.00	
5. Tax Deed Application Fee		**************************************	175.00	
6. Total Interest Accrued by Tax Collector Pursuant to Section 197.	542, F.S.	·		
7. Total (Lines 1 - 6)			3,039.96	<del></del>
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 197.5	42, F.S.			
14. Total (Lines 8 - 13)				
15. One-half Assessed Value of Homestead Property, if Applicable p	er F.S.			
<ol> <li>Other Outstanding Certificates and Delinquent Taxes Not Includ Application,</li> </ol>				
17. Statutory (Opening) Bid; Total of Lines 7, 14, 15 (if applicable)	and 16 (if			W-anura.
18. Redemption Fee			12.50	· Value
19. Total Amount to Redeem				

Done this the <u>10th</u> day of <u>August</u>, <u>2018</u> Scott Lunsford, Tax Collector of Escambia County Date of Sale:

By Condition of the property of t

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

15-1811-000 2016

LTS 3 4 & 5 LESS CASE #70-1443 STATE ROAD R/W FOR W STREET BLK 219 WEST KING TRACT OR 7039 P 688 OR 7286 P 1368 CA 137

# **APPLICATION FOR TAX DEED**

Section 197.502, Florida Statutes

512 R. 12/16

Application Number: 1800540

To: Tax Collector of ES	SCAMBIA COUNTY	, Florida	
I, TLGFY, LLC CAPITAL ONE, PO BOX 54347 NEW ORLEANS, LA 70154 hold the listed tax certificate	i,	e same to the Tax	Collector and make tax deed application thereon
Account Number	Certificate No.	Date	Legal Description
15-1811-000	2016/8794	06-01-2016	LTS 3 4 & 5 LESS CASE #70-1443 STATE ROAD R/W FOR W STREET BLK 219 WEST KING TRACT OR 7039 P 688 OR 7286 P 1368 CA 137
l agree to:  • pay any current ta	·		
	nding tax certificates plus i and omitted taxes, plus ir		
	tor's fees, ownership and e	_	t costs, Clerk of the Court costs, charges and fee
	tificate on which this applic	cation is based and	all other certificates of the same legal description
Electronic signature on file TLGFY, LLC CAPITAL OF PO BOX 54347 NEW ORLEANS, LA 70	NE, N.A., AS COLLATER		
			<u>07-30-2018</u> Application Date
Applic	ant's signature		



# Chris Jones **Escambia County Property Appraiser**

Real Estate Search

Tangible Property Search

Sale

Amendment 1/Portability Calculations

Printer Friendly Version

**General Information** 

Reference:

000S009060003219 151811000

Account:

Owners:

HUEYS WORKS CORPORATION

Mail:

1206 NORTH W ST PENSACOLA, FL 32505

Situs:

1206 N W ST 32505

**Use Code:** Taxing

SINGLE FAMILY RESID 🔑

COUNTY MSTU

**Authority:** 

Tax Inquiry: Open Tax Inquiry Window

Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector

Assess	ments			
Year	Land	Imprv	Total	Cap Val
2018	\$11,375	\$34,948	\$46,323	\$46,323
2017	\$11,375	\$31,938	\$43,313	\$43,313
2016	\$11,375	\$30,325	\$41,700	\$41,700

Disclaimer

Amendment 1/Portability Calculations

> File for New Homestead Exemption Online

Sales Data

Official Records (New Window)

Sale Date Book Page Value Type

05/17/2013 7286 1368 \$100 QC View Instr 05/17/2013 7039 688 \$30,000 QC View Instr 01/1976 1003 628 \$29,900 WD View Instr

01/1975 895 551 \$19,900 WD View Instr Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and

2018 Certified Roll Exemptions

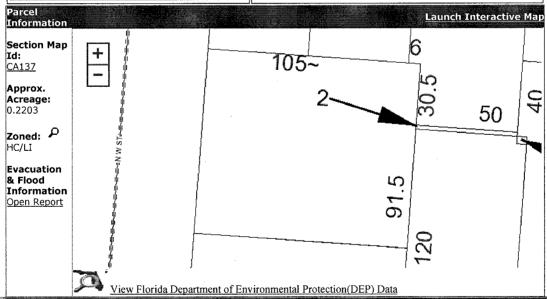
None

Legal Description

LTS 3 4 & 5 LESS CASE #70-1443 STATE ROAD R/W FOR W STREET BLK 219 WEST KING TRACT OR 7039 P 688 OR 7286 P...

Extra Features

UTILITY BLDG



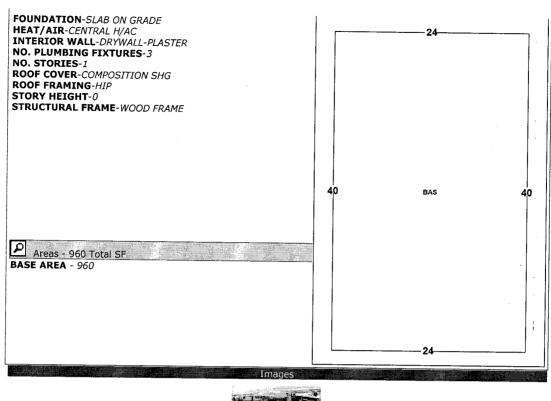
Buildings

Address:1206 N W ST, Year Built: 1957, Effective Year: 1957

Structural Elements

DECOR/MILLWORK-BELOW AVERAGE **DWELLING UNITS-**1 EXTERIOR WALL-STUCCO OV BLOCK

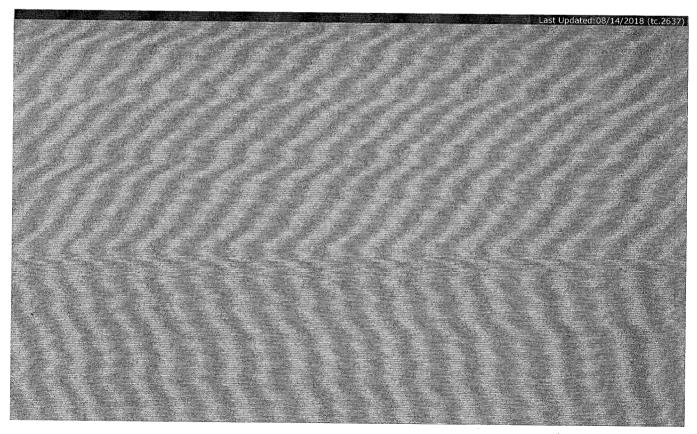
FLOOR COVER-ASPHALT TILE





9/28/17

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.



#### **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: 151811000 Certificate Number: 008794 of 2016

Payor: THE FIRST, ANBA PO BOX 15549 HATTIESBURG MS 39404 Date 08/22/2018

Clerk's Check #	224824	Clerk's Total	<b>\$\\\97.\(\frac{7}{2}</b> 5
Tax Collector Check #	1	Tax Collector's Total	\$3,371.66
		Postage	\$6,00
		Researcher Copies	\$4d.do
THE COLUMN AND A STATE OF THE COLUMN ASSESSMENT OF THE COLUMN ASSESSMENT ASSE	The state of the s	Total Received	<del>\$3,968.91</del>

\$ 3234.81

PAM CHILDERS
Clerk of the Circuit Court

Received By: Deputy Clerk

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

#### **PAM CHILDERS**

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



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

# BRANCH OFFICES ARCHIVES AND RECORDS JUVENILE DIVISION CENTURY

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

# Case # 2016 TD 008794 Redeemed Date 08/22/2018

Name THE FIRST, ANBA PO BOX 15549 HATTIESBURG MS 39404

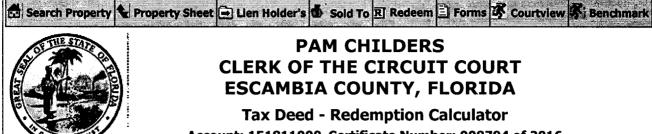
Clerk's Total = TAXDEED	\$497.25
Due Tax Collector = TAXDEED	\$3,371.66
Postage = TD2	\$60.00
ResearcherCopies = TD6	\$40.00

### • For Office Use Only

	Date	Docket	Desc	Amount Owed	Amount Due	Pavee Name
ı	Date	Docker	Desc	211110uiit Oveu	11mount Dat	1 dy 00 i (dilito

### FINANCIAL SUMMARY

No Information Available - See Dockets



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

**Tax Deed - Redemption Calculator** Account: 151811000 Certificate Number: 008794 of 2016

Redemption	No 🗸	Application Date 07/30/	2018	Interest Rate	18%	
		Final Redemption Payment ESTIM	ATED	Redemption Overpa	yment ACTUAL	
		Auction Date 02/04/2019		Redemption Date 0	8/22/2018	
Months		7		1		
Tax Collector		\$3,039.96		\$3,039.96		
Tax Collector Interes	est	\$319.20		\$45.60		
Tax Collector Fee		\$12.50		\$12.50		
Total Tax Collector		\$3,371.66		\$3,098.06		
Clerk Fee		\$130.00		\$130.00		
Sheriff Fee		\$120.00		\$120.00		
Legal Advertisemer	nt	\$200.00		\$200.00		
App. Fee Interest		\$47.25		\$6.75		
Total Clerk		\$497.25		\$456.75	+	
Postage		\$60.00		\$0.00		
Researcher Copies		\$40.00		\$0.00		
Total Redemption	Amount	\$3,968.91		\$3,554.81		
						,
		Repayment Overpayment Refund	Amount	\$414.10		

Notes



# **Pam Childers**

# Clerk of the Circuit Court and Comptroller, Escambia County

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

August 28, 2018

TLGFY LLC CAPITAL ONE NA AS COLLATER PO BOX 54347 NEW ORLEANS LA 70154

Dear Certificate Holder:

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

TAX CERT	APP FEES	INTEREST	TOTAL
2016 TD 008794	\$450.00	\$6.75	\$456.75

TOTAL \$456.75

Very truly yours,

PAM CHILDERS

Clerk of Circuit Court

By:

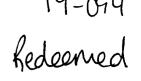
Emily Hogg

Tax Deed Division

## **Southern Guaranty Title Company**

4400 Bayou Boulevard, Suite 13B Pensacola, Florida 32503

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



## PROPERTY INFORMATION REPORT

File No.: 14773 November 2, 2018

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 11-02-1998, through 11-02-2018, and said search reveals the following:

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

Huey's Works Corporation

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

November 2, 2018

# PROPERTY INFORMATION REPORT LEGAL DESCRIPTION

File No.: 14773 November 2, 2018

## 000S009060003219 - Full Legal Description

LTS 3 4 & 5 LESS CASE #70-1443 STATE ROAD R/W FOR W STREET BLK 219 WEST KING TRACT OR 7039 P 688 OR 7286 P 1368 CA 137

# PROPERTY INFORMATION REPORT CONTINUATION PAGE

File No.: 14773 November 2, 2018

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

- 1. Mortgage executed by Huey's Works Corporation to The FirstBank formerly Gulf Coast Community Bank, dated 12/16/2014 and recorded in Official Record Book 7281 on page 222 of the public records of Escambia County, Florida. given to secure the original principal sum of \$39,100.00. Mortgage Modification recorded in O.R.Book 7812, page 1258.
- 2. Judgment filed by American Express Bank, FSB recorded in O.R. Book 7868, page 1718.
- 3. Judgment filed by NES Rentals Holdings, Inc. an Illinois corporation recorded in O.R. Book 7959, page 1343.
- 4. Judgment filed by Hancock Whitney Bank recorded in O.R. Book 7983, page 205.
- 5. All Taxes Paid. The assessed value is \$46,323.00. Tax ID 15-1811-000.

### 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

by: Richard S. Combs, President

CERTIFICATION: TITLE SEARCH FOR TDA TAX DEED SALE DATE: 2-4-2019 13-1811-000 TAX ACCOUNT NO.: CERTIFICATE NO.: 2016-8794 In compliance with Section 197.256, Florida Statutes, the following is a list of names and addresses of those persons, firms and/or agencies having legal interest in or claim against the above described property. The above referenced tax sale certificate is being submitted as proper notification of tax deed sale. YES NO X Notify City of Pensacola, P.O. Box 12910, 32521 X Notify Escambia County, 190 Governmental Center, 32502 x Homestead for \_\_\_\_\_ tax year. Huey's Works Corporation American Express Bank, FSB 1206 North W St. 4315 S. 2700 West Pensacola, FL 32505 Salt Lake City, UT 84148 NES Rentals Holdings, Inc. George Huey, Reg. Agent 8420 W. Bryn Mawr Ae. #310 1900 W. Detroit Blvd. Chicago, IL 60631 Pensacola, FL 32534 The First Bank formerly Hancock Whitney Bank Gulf Coast Community Bank Legal Recoveries 40 N. Palafox St. P.O. Box 210009 Pensacola, FL 32502 Montgomery, AL 36121 Certified and delivered to Escambia County Tax Collector, this 2nd day of November , 2018. SOUTHERN GUARANTY TITLE COMPANY

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

Recorded in Public Records 01/15/2015 at 03:18 PM OR Book 7286 Page 1368, Instrument #2015003633, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording \$18.50

> Pam Childers **CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY FLORIDA** INST# 2013048036 07/01/2013 at 12:25 PM OFF REC BK: 7039 PG: 688 - 690 Doc Type: QCD RECORDING: \$27.00 Deed Stamps \$210.00

## **Quitclaim Deed**

James R Saylors, an individual with an address of 7648 River Rd, Milton FL 32583, in consideration of \$ 30,000,00 and other good and valuable consideration to Grantor paid, the receipt of which is acknowledged, does hereby remise, release and forever quitclaim to Huey's Works Corporation, a corporation with an address of 1206 N W St Pensacola, FL 32505, all rights, title and interest of Grantor, if any, in and to the following real estate:

000S00-9060-003-219 1206 N W ST LTS 3 4 & 5 LESS CASE #70-1443 STATE ROAD R/W FOR W STREET BLK 219 WEST KING TRACT OR 1003 P 628 CA 137

Subject to real estate taxes and assessments for the current year and subsequent years.

Subject to all valid easements, rights of way, covenants, conditions, reservations and restrictions of record, if any, and also to applicable zoning, land use and other laws and regulations.

To have and to hold the same, together with all the buildings, improvements and appurtenances belonging thereto, if any, to the Grantee and Grantee's heirs, successors and assigns forever.

IT IS EXPRESSLY UNDERSTOOD AND AGREED between Grantor and Grantee that Grantor makes no representations, covenants or warranty of any kind whatsoever. By this instrument, the parties intend that Grantor release to Grantee whatever interest Grantor may have in the above property, if any.

Signed, sealed and delivered in the presence of:

WITNESS

**GRANTOR** 

witness

**RECORDED AS** 

RECEIVED

STATE OF Florida

COUNTY OF ESCAMBIA

day of MAY ,2013, before me, a Notary Public in and for In Escambia , on the the above state and county, personally appeared James R Saylors known to me or proved to be the person named in and who executed the foregoing instrument, and being first duly sworn, such person acknowledged that he or she executed said instrument for the purposes therein contained as his or her free and voluntary act and deed. <

My Commission Expires: 623/14

NOTARY PUBLIC-STATE OF FLORIDA

Dana Thibodeaux

Commission # EE003603

Expires: VUNE 23, 2014 BONDED THRU ALLANIA JOND DIG CO. DIC.

(SEAL)

Recorded in Public Records 01/05/2015 at 11:22 AM OR Book 7281 Page 1222, Instrument #2015000334, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording \$61.00 MTG Stamps \$136.85 Int. Tax \$78.20

RECORDATION REQUESTED BY:

Guif Coast Community Bank Private Banking 40 N. Palafox St Pensacola, FL 32502

WHEN RECORDED MAIL TO:

Gulf Coast Community Bank Downtown Branch 40 N Palafox Street Pensacola, FL 32502

SEND TAX NOTICES TO:

Gulf Coast Community Bank Downtown Branch 40 N Palafox Street Pensacola, FL 32502 Rec \$ 61.00 Doc \$ 136.85 Int \$ 18.00 \$276.05

This Mortgage prepared by:

Name: P Sumrall, Asst VP Loan Administration Company: Gulf Coast Community Bank Address: 40 N. Palafox St. Pensacola, FL 32502



\*0000000008007874-1074512162014\*

#### **MORTGAGE**

MAXIMUM LIEN. The total amount of indebtedness secured by this Mortgage may decrease or increase from time to time, but the maximum amount of principal indebtedness which may be outstanding at any one time shall not exceed \$39,100.00, plus interest, and amounts expended or advanced by Lender for the payment of taxes, levies or insurance on the Property, and interest on such amounts.

THIS MORTGAGE dated December 16, 2014, is made and executed between Huey's Works Corporation, a Florida corporation, whose address is 1206 N W St, Pensacola, FL 32505-6622 (referred to below as "Grantor") and Guif Coast Community Bank, whose address is 40 N. Palafox St, Pensacola, FL 32502 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditor irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Escambia County, State of Florida:

Lots 3, 4 and 5, Block 219, West King Tract, lying outside the City limits of the City of Pensacola, Florida, according to map of said City of Pensacola copyrighted by Thomas C. Watson in 1906, LESS AND EXCEPT the West 20 feet of said Lots 3, 4 and 5 acquired for road right-of-way.

The Real Property or its address is commonly known as 1206 N W St, Pensacola, FL 32505-6622. The Real Property tax identification number is 00-08-00-9060-003-219.

REVOLVING LINE OF CREDIT. This Mortgage secures the Indebtedness including, without limitation, a revolving line of credit under which, upon request by Grantor, Lender at Lender's option, within twenty (20) years from the date of this Mortgage, may make future advances to Grantor. Such future advances, together with Interest thereon, are secured by this Mortgage.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE IN THE ORIGINAL PRINCIPAL AMOUNT OF \$39,100.00, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due and shall strictly perform all of Grantor's obligations under this Mortgage.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened ritigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor

#### MORTGAGE (Continued)

Loan No: 8007874-1

Page 6

relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1985, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Mortgage in the events of default section of this Mortgage.

Grantor. The word "Grantor" means Huey's Works Corporation.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or reazardous substances. The words indicated substances mean materials that, because or their quantity, concentration of physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Mortgage, together with interest on such amounts as provided in this Mortgage.

Lender. The word "Lender" means Gulf Coast Community Bank, its successors and assigns.

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender.

Note. The word "Note" means the promissory note dated December 16, 2014, in the original principal amount of \$39,100.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Mortgage.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND GRANTOR AGREES TO ITS TERMS.

**GRANTOR:** 

HUEY'S WORKS CORPORATION

nt of Hosy's Works Corporation

Recorded in Public Records 11/21/2017 9:07 AM OR Book 7812 Page 1258. Instrument #2017091226, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording \$27.00 MTG Stamps \$8.75 Int. Tax \$4.99

#### RECORDATION REQUESTED BY:

The First, A National Banking As Pensacola Downtown 40 North Palafox Street Pensacola, FL 32502

#### WHEN RECORDED MAIL TO:

The First, A National Banking Association P.O. Box 15549 Hattiesburg, MS 39404

#### SEND TAX NOTICES TO:

The First, A National Banking Association P.O. Box 15549 Hattiesburg, MS 39404

This Modification of Mortgage prepared by:

Name: MELISSA DAVIS, LOAN PROCESSOR Company: The First, A National Banking Association Address: 40 North Palafox Street, Pensacola, FL 32502

THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS \$31,960.42, TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE.

### **MODIFICATION OF MORTGAGE**



THIS MODIFICATION OF MORTGAGE dated November 7, 2017, is made and executed between HUEY'S WORKS CORPORATION, A FLORIDA CORPORATION, whose address is 1206 NORTH W STREET, PENSACOLA, FL 32505 (referred to below as "Grantor") and The First, A National Banking Association, whose address is 40 North Palafox Street, Pensacola, FL 32502 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated December 16, 2014 (the "Mortgage") which has been recorded in ESCAMBIA County, State of Florida, as follows:

EXISTING MORTGAGE DATED DECEMBER 16, 2014 I/N/O HUEY'S WORKS CORPORATION, A FLORIDA CORPORATION I/A/O \$39,100.00 COVERING 1206 N W ST., PENSACOLA, FL 32505-6622, RECORDED IN BOOK 7281 PAGE 1222-1228, ON 01/05/2015 WITH THE ESCAMBIA COUNTY CLERK OF COURT IN THE FAVOR OF GULF COAST COMMUNITY BANK. THE FIRST, A NATIONAL BANKING ASSOCIATION, IS THE SUCCESSOR IN INTEREST TO GULF COAST COMMUNITY BANK BY VIRTUE OF THE MATIONAL BARNING ASSOCIATION, IS THE SUCCESSOR IN INTEREST TO GULF COAST COMMUNITY BARN ST VINTUE OF THE MERGER OF GULF COAST COMMUNITY BANK WITH AND INTO THE FIRST, A NATIONAL BANKING ASSOCIATION, EFFECTIVE JANUARY 1, 2017.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in ESCAMBIA County, State of Florida:

LOT 3, 4 AND 5, BLOCK 219, WEST KING TACT, LYING OUTSIDE THE CITY LIMITS OF THE CITY OF PENSACOLA, FLORIDA, ACCORDING TO MAP OF THE SAID CITY OF PENSACOLA COPYRIGHTED BY THOMAS C. WATSON IN 1906; LESS AND EXCEPT THE WEST 20 FEET OF SAID LOTS 3, 4 AND 5 ACQUIRED FOR ROAD RIGHT-OF-WAY.

The Real Property or its address is commonly known as 1206 N W STREET, PENSACOLA, FL 32505.

MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

LOAN AMOUNT INCREASE FROM \$39,100.00 TO \$41,594.21.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions. waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

Recorded in Public Records 3/13/2018 3:13 PM OR Book 7868 Page 1718, Instrument #2018020096, Pam Childers Clerk of the Circuit Court Escambia County, FL

Filing # 67562107 E-Filed 02/06/2018 11:48:43 AM

IN THE CIRCUIT COURT IN AND FOR ESCAMBIA COUNTY, FLORIDA

CASE NO.: 2016 CA 000826

DIVISION:

AMERICAN EXPRESS BANK, FSB, Plaintiff,

VS.

GEORGE HUEY AKA GEORGE L HUEYand HUEY'S WORKS CORPORATION, Defendant(s).

## **FINAL JUDGMENT**

The Court finding the Defendant in Default of the Stipulation is still indebted to the Plaintiff in the sum of \$12,411.42, it is:

ORDERED and ADJUDGED that the Plaintiff, AMERICAN EXPRESS BANK, FSB, recover from the Defendant(s), GEORGE HUEY AKA GEORGE L HUEYand HUEY'S WORKS CORPORATION, the sum of \$11,843.82, and costs herein taxed at \$567.60 for which let execution issue.

DONE AND ORDERED at Pensacola, Escambia County, Florida this

\_\_ day of \_

telluary

HIDOE

Copies Furnished to:

ZWICKER & ASSOCIATES, P.C.

ATTORNEY FOR PLAINTIFF

10751 DEERWOOD PARK BLVD

SUITE 100

JACKSONVILLE, FL 32256

ALLISON L. FRIEDMAN
ATTORNEY FOR DEFEDNANT(S)
20533 BISCAYNE BOULEVARD SUITE 4-35
AVENTURA, FL 33180
RALFRIEDMAN@HOTMAIL.COM

PLAINTIFF'S ADDRESS (F.S. 55.10) AMERICAN EXPRESS BANK, FSB 4315 S. 2700 WEST SALT LAKE CITY, UT 84148

GEORGE HUEY AKA GEORGE L HUEY DEFENDANT 1206 N W ST PENSACOLA, FL 32505

HUEY'S WORKS CORPORATION DEFENDANT AGENT: GEORGE HUEY 825 LIMOGES WAY PENSACOLA, FL 32505 Recorded in Public Records 8/31/2018 8:46 AM OR Book 7959 Page 1343, Instrument #2018069779, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording \$10.00

Recorded in Public Records 8/7/2018 2:37 PM OR Book 7945 Page 192, Instrument #2018061858, Pam Childers Clerk of the Circuit Court Escambia County, FL

Filing # 75735472 E-Filed 07/31/2018 10:18:12 AM

IN THE COUNTY COURT IN AND FOR ESCAMBIA COUNTY, FLORIDA

NES RENTALS HOLDINGS, INC., an Illinois corporation Plaintiff,

VS.

CASE NO: 2017SC001567

HUEYS WORKS CORPORATION 825 Limoges Way Pensacola, FL 32505

Defendant

### DEFAULT FINAL JUDGMENT

The Defendant, having failed to appear at the Pretrial Conference on September 13, 2017 and upon a review of the file together with the Affidavits presented, it is hereby ORDERED AND ADJUDGED that:

Plaintiff, NES RENTALS HOLDINGS, INC., an Illinois corporation shall recover from Defendant(s), HUEYS WORKS CORPORATION the following:

Principal: Costs \$3,754.14 \$ 407.85 \$ 468.44

Interest Total \$ 468.44 \$4.630.43

That shall bear interest at the rate established pursuant to Florida Statute sec 55.03 until such time as this judgment is satisfied.

For all of the above sums let execution issue.

ORDERED at Pensacola, Escambia County, Florida.

Party information:

Plaintiff name and address: NES RENTALS HOLDINGS, INC.an Illinois DR, Pensacola, FL 32526 corporation 8420 W. Bryn Mawr Ae. #310 Chicago, IL 60631 <u>Defendant name(s) and address(es):</u> Hueys Works Corporation at 3111 LAS BRISAS

Copies furnished to:

Ryan E. Sprechman, Esq. 32526. FAX: SPRECHMAN & FISHER. PA Attorneys for Plaintiff 2775 Sunny Isles Blvd. Suite 100 Miami, Florida 33160-4007 (305) 931-0100 (BOO):40-62B9 FAX: 305-936-0200

135641:PJMT: in: X564: out: XOJMT

Hueys Works Corporation at 3111 LAS BRISAS DR. Pensacola FL

CERTIFUE TO BEAT TROUTED OF THE
ORIGINAL DIVERSE IN THIS OFFICE
WITNESS MY HAVE IN THIS OFFICE
COMPTROLLER
ESCAMBIA COUNTY, FLORIDA
BY:
DATE:

estpood by COUNTY COURT JUS on 07/27/2018 17:39:39 IOZ5E/30

## Recorded in Public Records 10/15/2018 9:14 AM OR Book 7983 Page 205, Instrument #2018082315, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording \$10.00

Recorded in Public Records 10/3/2018 9:04 AM OR Book 7976 Page 1848, Instrument #2018078860, Pam Childers Clerk of the Circuit Court Escambia County, FL

Filing # 78300011 E-Filed 09/24/2018 11:11:20 AM

## IN THE COUNTY COURT OF ESCAMBIA COUNTY, FLORIDA

Hancock Whitney Bank,

Case No.: 2018 CC 1773

Plaintiff,

VS.

Huey's Works Corporation and George Huey,

Defendants.

## **DEFAULT FINAL JUDGMENT**

This matter came before the Court on the Plaintiff's Motion for Final Judgment after entry of a Default against the Defendants. Based on the motion, Plaintiff's Affidavit of Claim and counsel's Affidavit of Attorney's Fees, it is ORDERED AND ADJUDGED that the Plaintiff (with an address of: Attn: Legal Recoveries, P.O. Box 210009, Montgomery, AL 36121) shall recover the following amounts from the Defendants, for all of which let execution issue:

\$5,134.02 Principal: \$1,930.73 Interest: \$10.00 Other Fees: \$446.20 Court Costs: \$893.94

Attorney's Fees:

\$8,414.89 TOTAL:

The total amount of this judgment shall accrue interest at the rate of 5.97% and as later adjusted pursuant to Florida Statutes.

DONE AND ORDERED in Pensacola, at Escambia County, Florida.

AMY P. BRODERSEN COUNTY JUDGE

Copies furnished to:

Heckman Law Group, P.O. Box 12492, Tallahassee, FL 32317-2492; File No.: 16-331

Huey's Works Corporation, Attn: George Huey, Registered Agent, 825 Limoges Way,

Pensacola, FL 32505

George Huey, 825 Limoges Way, Pensacola, FL 32505

CERTIFIED TO BE ATTRUE COPY OF THE ORIGINAL OF THE