

**Tax Collector's Certification**

CTY-513

**Tax Deed Application Number**  
1900662

**Date of Tax Deed Application**  
Aug 29, 2019

This is to certify that **TLGFY, LLC CAPITAL ONE, N.A., AS COLLATER**, holder of **Tax Sale Certificate Number 2017 / 4184**, Issued the 1st Day of June, 2017 and which encumbers the following described property in the county of Escambia County, State of Florida, to wit: **08-3124-000**

Cert Holder:  
**TLGFY, LLC CAPITAL ONE, N.A., AS COLLATER**  
**PO BOX 54347**  
**NEW ORLEANS, LA 70154**

Property Owner:  
**WERNER JOHN G II LLC**  
**4095 BARRANCAS AVE**  
**PENSACOLA, FL 32507**  
BEG AT NW COR OF LT 7 S 85 FT E 97 2/10 FT N TO BARRANCAS  
AVE W TO POB BLK 23 1ST ADDN TO NEW WARRIN (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    |
|-------------------------|----------------|------------|----------------------------|----------|----------|
| 2017/4184               | 08-3124-000    | 06/01/2017 | 1,762.41                   | 88.12    | 1,850.53 |

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    |
|-------------------------|----------------|------------|----------------------------|---------------------|----------|----------|
| 2019/4025               | 08-3124-000    | 06/01/2019 | 1,779.85                   | 6.25                | 88.99    | 1,875.09 |
| 2018/4232               | 08-3124-000    | 06/01/2018 | 1,779.08                   | 6.25                | 88.95    | 1,874.28 |

**Amounts Certified by Tax Collector (Lines 1-7):**

1. Total of all Certificates in Applicant's Possession and Cost of the Certificates Redeemed by Applicant
2. Total of Delinquent Taxes Paid by Tax Deed Applicant
3. Total of Current Taxes Paid by Tax Deed Applicant
4. Property Information Report Fee
5. Tax Deed Application Fee
6. Total Interest Accrued by Tax Collector Pursuant to Section 197.542, F.S.
7. Total (Lines 1 - 6)

**Total Amount Paid**

|          |
|----------|
| 5,599.90 |
| 0.00     |
| 0.00     |
| 200.00   |
| 175.00   |
|          |
| 5,974.90 |

**Amounts Certified by Clerk of Court (Lines 8-15):**

8. Clerk of Court Statutory Fee for Processing Tax Deed
9. Clerk of Court Certified Mail Charge
10. Clerk of Court Advertising Charge
11. Clerk of Court Recording Fee for Certificate of Notice
12. Sheriff's Fee
13. Interest Computed by Clerk of Court Pursuant to Section 197.542, F.S.
14. Total (Lines 8 - 13)
15. One-half Assessed Value of Homestead Property, if Applicable per F.S.
16. Other Outstanding Certificates and Delinquent Taxes Not Included in this Application,
17. Statutory (Opening) Bid; Total of Lines 7, 14, 15 (if applicable) and 16 (if
18. Redemption Fee
19. Total Amount to Redeem

|      |
|------|
|      |
|      |
|      |
|      |
|      |
|      |
|      |
|      |
|      |
| 6.25 |
|      |

Done this the 16th day of September, 2019 Scott Lunsford, Tax Collector of Escambia County  
Date of Sale: By

\*This certification must be surrendered to the Clerk of the Circuit Court no later than ten (10) days after this date.  
08-3124-000 2017

BEG AT NW COR OF LT 7 S 85 FT E 97 2/10 FT N TO BARRANCAS AVE W TO POB BLK 23 1ST ADDN TO NEW WARRINGTON PB 1 P 20 OR



By

\*This certification must be surrendered to the Clerk of the Circuit Court no later than ten (10) days after this date.  
08-3124-000 2017

BEG AT NW COR OF LT 7 S 85 FT E 97 2/10 FT N TO BARRANCAS AVE W TO POB BLK 23 1ST ADDN TO NEW WARRINGTON PB 1 P 20  
OR 5598 P 1918 CA 209

# APPLICATION FOR TAX DEED

Section 197.502, Florida Statutes

512  
R. 12/16

Application Number: 1900662

To: Tax Collector of ESCAMBIA COUNTY, Florida

I,

TLGFY, LLC CAPITAL ONE, N.A., AS COLLATER  
PO BOX 54347  
NEW ORLEANS, LA 70154,

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   |
|----------------|-----------------|------------|---|
| 08-3124-000    | 2017/4184       | 06-01-2017 | BEG AT NW COR OF LT 7 S 85 FT E 97 2/10<br>FT N TO BARRANCAS AVE W TO POB BLK<br>23 1ST ADDN TO NEW WARRINGTON PB 1<br>P 20 OR 5598 P 1918 CA 209 |

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  
TLGFY, LLC CAPITAL ONE, N.A., AS COLLATER  
PO BOX 54347  
NEW ORLEANS, LA 70154

08-29-2019  
Application Date

\_\_\_\_\_  
Applicant's signature




# Chris Jones

## Escambia County Property Appraiser

[Real Estate Search](#)
[Tangible Property Search](#)
[Sale List](#)

[★ Navigate Mode](#)
[● Account](#)
[○ Reference](#)

[Printer Friendly Version](#)

| General Information  |   |  |  |  |
|--|---|--|--|--|
| Reference:   | 512S307061008023  |  |  |  |
| Account:   | 083124000   |  |  |  |
| Owners:  | WERNER JOHN G II LLC  |  |  |  |
| Mail:  | 4095 BARRANCAS AVE<br>PENSACOLA, FL 32507   |  |  |  |
| Situs:   | 4095 BARRANCAS AVE 32507  |  |  |  |
| Use Code:  | OFFICE, 1 STORY  |  |  |  |
| Taxing Authority:  | COUNTY MSTU   |  |  |  |
| Tax Inquiry:   | <a href="#">Open Tax Inquiry Window</a>   |  |  |  |
| Tax Inquiry link courtesy of Scott Lunsford<br>Escambia County Tax Collector |   |  |  |  |

| Assessments |          |          |           |           |
|-------------|----------|----------|-----------|-----------|
| Year        | Land     | Imprv    | Total     | Cap Val   |
| 2019        | \$21,104 | \$89,174 | \$110,278 | \$110,278 |
| 2018        | \$21,104 | \$83,711 | \$104,815 | \$104,815 |
| 2017        | \$21,104 | \$81,412 | \$102,516 | \$102,516 |

Disclaimer

Tax Estimator

> File for New Homestead Exemption Online

| Sales Data  |      |      |           |      |                               |
|---|------|------|-----------|------|-------------------------------|
| Sale Date   | Book | Page | Value     | Type | Official Records (New Window) |
| 02/2005   | 5598 | 1918 | \$141,000 | WD   | <a href="#">View Instr</a>    |
| 09/2001   | 4771 | 95   | \$102,000 | WD   | <a href="#">View Instr</a>    |
| 02/1992   | 3126 | 280  | \$55,000  | WD   | <a href="#">View Instr</a>    |
| 06/1983   | 1793 | 396  | \$100     | CJ   | <a href="#">View Instr</a>    |
| Official Records Inquiry courtesy of Pam Childers<br>Escambia County Clerk of the Circuit Court and Comptroller |      |      |           |      |                               |

| 2019 Certified Roll Exemptions |  |
|--------------------------------|--|
| None                           |  |

| Legal Description   |  |
|---|--|
| BEG AT NW COR OF LT 7 S 85 FT E 97 2/10 FT N TO BARRANCAS AVE W TO POB BLK 23 1ST ADDN TO NEW WARRINGTON PB 1 P 20... |  |

| Extra Features   |  |
|------------------|--|
| ASPHALT PAVEMENT |  |

### Parcel Information

**Section Map Id:**  
CA209

**Approx. Acreage:**  
0.1700

**Zoned:**   
Com

**Evacuation & Flood Information**  
[Open Report](#)

[Launch Interactive Map](#)


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

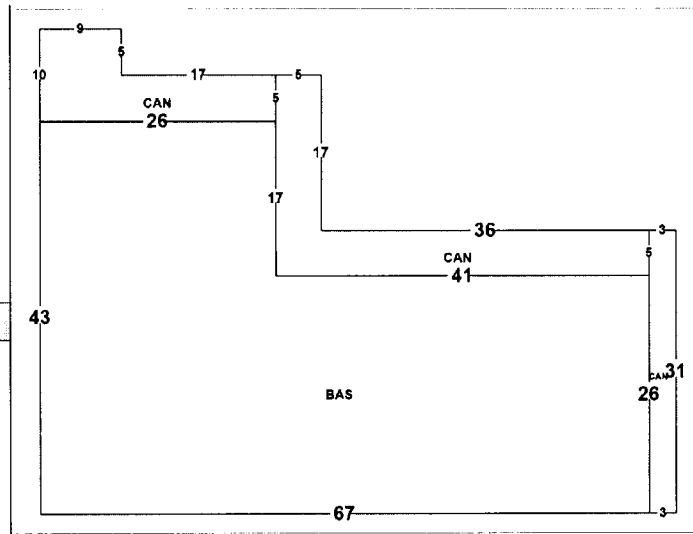
### Buildings

Address: 4095 BARRANCAS AVE, Year Built: 1959, Effective Year: 1975

**Structural Elements**  
 DECOR/MILLWORK-AVERAGE  
 DWELLING UNITS-0  
 EXTERIOR WALL-PRECAST PAN/CON  
 EXTERIOR WALL-BRICK-FACE/VENEER

**FLOOR COVER**-CARPET-INL/DESI  
**FOUNDATION**-SLAB ON GRADE  
**HEAT/AIR**-CENTRAL H/AC  
**INTERIOR WALL**-DRYWALL-DECORAT  
**NO. PLUMBING FIXTURES**-4  
**NO. STORIES**-1  
**ROOF COVER**-BLT UP MTL/GYP  
**ROOF FRAMING**-RIGID FRAME/BAR  
**STORY HEIGHT**-9  
**STRUCTURAL FRAME**-MASONRY  
 PIL/STL

 Areas - 2742 Total SF  
**BASE AREA** - 2184  
**CANOPY** - 558



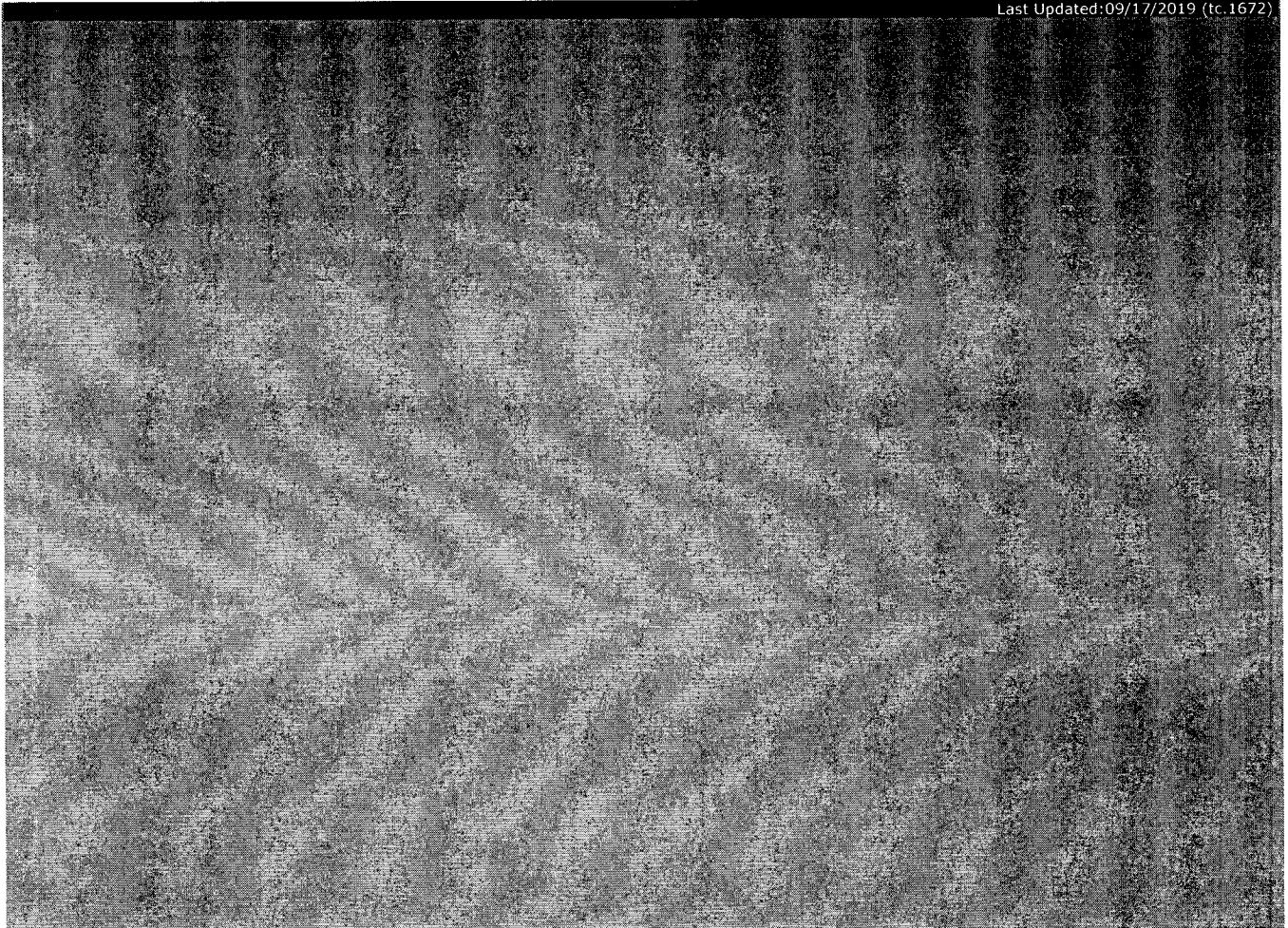
Images



4/21/16

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.

Last Updated:09/17/2019 (tc.1672)



## NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That **TLGFY LLC CAPITAL ONE NA AS COLLATER** holder of **Tax Certificate No. 04184**, issued the **1st day of June, A.D., 2017** has filed same in my office and has made application for a tax deed to be issued thereon. Said certificate embraces the following described property in the County of Escambia, State of Florida, to wit:

**BEG AT NW COR OF LT 7 S 85 FT E 97 2/10 FT N TO BARRANCAS AVE W TO POB BLK 23  
1ST ADDN TO NEW WARRINGTON PB 1 P 20 OR 5598 P 1918 CA 209**

**SECTION 51, TOWNSHIP 2 S, RANGE 30 W**

**TAX ACCOUNT NUMBER 083124000 (20-315)**

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

**JOHN G WERNER II LLC**

Unless said certificate shall be redeemed according to law, the property described therein will be sold to the highest bidder at public auction at 9:00 A.M. on the **first** Monday in the month of July, which is the **6th day of July 2020**.

Dated this 17th day of September 2019.

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



PAM CHILDERS  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY, FLORIDA

By:  
Emily Hogg  
Deputy Clerk



**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

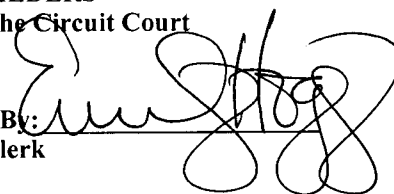
**PAM CHILDERS, CLERK OF THE CIRCUIT COURT  
Tax Certificate Redeemed From Sale  
Account: 083124000 Certificate Number: 004184 of 2017**

**Payor: JOHN G WERNER II LLC 4095 BARRANCAS AVE PENSACOLA, FL 32507      Date  
09/17/2019**

|                       |        |                       |                       |
|-----------------------|--------|-----------------------|-----------------------|
| Clerk's Check #       | 112759 | Clerk's Total         | \$544.06              |
| Tax Collector Check # | 1      | Tax Collector's Total | \$6,967.01            |
|                       |        | Postage               | \$60.00               |
|                       |        | Researcher Copies     | \$40.00               |
|                       |        | Recording             | \$10.00               |
|                       |        | Prep Fee              | \$7.00                |
|                       |        | Total Received        | <del>\$7,628.07</del> |

**\$6241.78**

**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 # 2017 TD 004184**

**Redeemed Date 09/17/2019**

**Name JOHN G WERNER II LLC 4095 BARRANCAS AVE PENSACOLA, FL 32507**

|  |            |            |
|--|------------|------------|
| Clerk's Total = TAXDEED                  | \$544.06   | \$ 6224.78 |
| Due Tax Collector = TAXDEED              | \$6,967.01 |            |
| Postage = TD2                            | \$60.00    |            |
| ResearcherCopies = TD6                   | \$40.00    |            |
| Release TDA Notice (Recording) = RECORD2 | \$10.00    |            |
| Release TDA Notice (Prep Fee) = TD4      | \$7.00     |            |

• For Office Use Only

| Date | Docket | Desc | Amount Owed | Amount Due | Payee Name |
|------|--------|------|-------------|------------|------------|
|------|--------|------|-------------|------------|------------|

**FINANCIAL SUMMARY**

No Information Available - See Dockets



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

**Tax Deed - Redemption Calculator**

**Account: 083124000 Certificate Number: 004184 of 2017**

Redemption ☐ No ☒ Application Date  Interest Rate

|                                | Final Redemption Payment ESTIMATED                   | Redemption Overpayment ACTUAL                           |
|--------------------------------|--|---|
|                                | Auction Date <input type="text" value="07/06/2020"/> | Redemption Date <input type="text" value="09/17/2019"/> |
| Months                         | 11   | 1   |
| Tax Collector                  | <input type="text" value="\$5,974.90"/>              | <input type="text" value="\$5,974.90"/>                 |
| Tax Collector Interest         | \$985.86   | \$89.62   |
| Tax Collector Fee              | <input type="text" value="\$6.25"/>                  | <input type="text" value="\$6.25"/>                     |
| Total Tax Collector            | \$6,967.01   | <input type="text" value="\$6,070.77"/> TC              |
| Record TDA Notice              | <input type="text" value="\$17.00"/>                 | <input type="text" value="\$17.00"/>                    |
| Clerk Fee                      | <input type="text" value="\$130.00"/>                | <input type="text" value="\$130.00"/>                   |
| Sheriff Fee                    | <input type="text" value="\$120.00"/>                | <input type="text" value="\$120.00"/>                   |
| Legal Advertisement            | <input type="text" value="\$200.00"/>                | <input type="text" value="\$200.00"/>                   |
| App. Fee Interest              | \$77.06  | \$7.01  |
| Total Clerk                    | \$544.06   | <input type="text" value="\$474.01"/> CH                |
| Release TDA Notice (Recording) | <input type="text" value="\$10.00"/>                 | <input type="text" value="\$10.00"/>                    |
| Release TDA Notice (Prep Fee)  | <input type="text" value="\$7.00"/>                  | <input type="text" value="\$7.00"/>                     |
| Postage                        | <input type="text" value="\$60.00"/>                 | <input type="text" value="\$0.00"/>                     |
| Researcher Copies              | <input type="text" value="\$40.00"/>                 | <input type="text" value="\$0.00"/>                     |
| Total Redemption Amount        | \$7,628.07   | \$6,561.78  |
|                                | Repayment Overpayment Refund Amount                  | \$1,066.29  |
| Book/Page                      | <input type="text" value="8166"/>                    | <input type="text" value="57"/>                         |

Notes

## RELEASE OF NOTICE OF APPLICATION FOR TAX DEED

Pursuant to § 197.502(5)(c), Florida Statutes, the Escambia County Clerk of Court fully releases the Notice of Tax Deed Application recorded at Official Records Book 8166, Page 57, of Escambia County, for the tax certificate, tax deed, and property described below:

Tax Certificate No. Certificate No. 04184, issued the 1st day of June, A.D., 2017

TAX ACCOUNT NUMBER: 083124000 (20-315)

### DESCRIPTION OF PROPERTY:

BEG AT NW COR OF LT 7 S 85 FT E 97 2/10 FT N TO BARRANCAS AVE W TO POB BLK 23  
1ST ADDN TO NEW WARRINGTON PB 1 P 20 OR 5598 P 1918 CA 209

SECTION 51, TOWNSHIP 2 S, RANGE 30 W

NAME IN WHICH ASSESSED: JOHN G WERNER II LLC

Dated this 17th day of September 2019.



PAM CHILDERS  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY, FLORIDA

By:  
Emily Hogg  
Deputy Clerk

**Southern Guaranty Title Company**

4400 Bayou Boulevard, Suite 13B

Pensacola, Florida 32503

Telephone: 850-478-8121

Facsimile: 850-476-1437

20-315

Redeemed

**PROPERTY INFORMATION REPORT**

File No.: 15923

May 4, 2020

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 County, , solely as revealed by records maintained from 05-04-2000, through 05-04-2020, and said search reveals the following:

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

John C. Werner, II, LLC

2. The land covered by this Report is:

LEGAL DESCRIPTION IS ATTACHED HERETO AND MADE A PART HEREOF

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

SEE CONTINUATION PAGE ATTACHED HERETO AND MADE A PART HEREOF

4. Taxes:

SEE CONTINUATION PAGE ATTACHED HERETO AND MADE A PART HEREOF

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

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

Southern Guaranty Title Company

By: 

May 4, 2020

**PROPERTY INFORMATION REPORT  
LEGAL DESCRIPTION**

File No.: 15923

May 4, 2020

**512S307061008023 - Full Legal Description**

BEG AT NW COR OF LT 7 S 85 FT E 97 2/10 FT N TO BARRANCAS AVE W TO POB BLK 23 1ST ADDN TO NEW  
WARRINGTON PB 1 P 20 OR 5598 P 1918 CA 209

**PROPERTY INFORMATION REPORT  
CONTINUATION PAGE**

File No.: 15923

May 4, 2020

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

1. That certain mortgage executed by John C. Werner, II, LLC in favor of Regions Bank dated 02/06/2006 and recorded 02/21/2006 in Official Records Book 5843, page 1257 of the public records of County, Florida, in the original amount of \$140,000.00. Assignment of Rents and Leases filed in OR Book 5843, page 1265.
2. All Taxes Paid. The assessed value is \$110,278.00. Tax ID 08-3124-000.

PLEASE NOTE THE FOLLOWING:

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

# SOUTHERN GUARANTY TITLE COMPANY

4400 BAYOU BLVD., SUITE 13-B, CORDOVA SQUARE

PENSACOLA, FLORIDA 32503

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

Email: rcsgt@aol.com

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

## CERTIFICATION: TITLE SEARCH FOR TDA

TAX DEED SALE DATE: August 3, 2020

TAX ACCOUNT NO.: 08-3124-000

CERTIFICATE NO.: 2017-4184

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

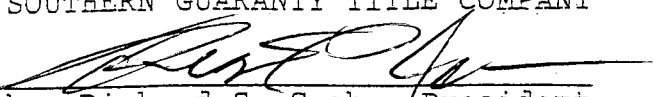
    X Homestead for        tax year.

John C. Werner, II, LLC  
4095 Barrancas Ave.  
Pensacola, FL 32507

Regions Bank  
P.O. Box 4997  
Montgomery, AL 36103

Certified and delivered to Escambia County Tax Collector,  
this 5th day of May, 2020.

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.



27  
28  
PREPARED BY: Joanne Gunn

RECORD & RETURN TO:

Prepared by: Joanne Gunn

Lawyers Title Ins Corp oper as Lawyers Title Agency

8900 West Highway 98, Suite A

Pensacola, FL 32506

File No: PNS-05-07532

## This Warranty Deed

Made this 24<sup>th</sup> day of February A.D. 2005

by **William Greenblatt, Individually and William Howard Greenblatt as Personal Representative of the Estate of Joseph Edward Greenblatt, Deceased**

hereinafter called the grantor, to

**John G. Werner, II, LLC, a Limited Liability Company**

whose post office address is: **8084 N. Davis Hwy #295, Pensacola, Florida 32514**

hereinafter called the grantee:

(Whenever used herein the term "grantor and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

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

- see attached Schedule "A" for legal description -

**SUBJECT TO covenants, restrictions, easements of record and taxes for the current year.**

Parcel Identification Number: 51-2S-30-7061-008-023

**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, 2004**.

**In Witness Whereof**, the said grantor has signed and sealed these presents the day and year first above written.

*Signed, sealed and delivered in our presence:*

Estate of Joseph Edward Greenblatt

1<sup>st</sup> Witness Sign:

Print Name:

2<sup>nd</sup> Witness Sign:

Print Name:

*William Howard Greenblatt*  
\_\_\_\_\_  
William Howard Greenblatt, Personal Representative

*William Greenblatt*  
\_\_\_\_\_  
William Greenblatt, Individually

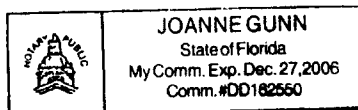
1305 Pickens Avenue

Pensacola, Florida 32503

State of Florida

County of Escambia

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of February, 2005, by William Greenblatt, Individually and William Howard Greenblatt as Personal Representative of the Estate of Joseph Edward Greenblatt, Deceased, William Greenblatt AKA William Howard Greenblatt, who is personally known to me or who has produced current driver license as identification



Notary Signature:

Print Name:

My Commission Expires:

(SEAL)

Schedule "A"

That portion of Lot Seven (7) in Block Twenty-three (23) of the First Addition to New Warrington, a Subdivision of the Juan Donelson Grant, Section Fifty-one (51) Township (2) South, Range Thirty (30) West, according to the plat thereof prepared by Stephen Lee, recorded in Plat Book 1, at page 30 in the Office of the Clerk of the Circuit Court of Escambia County, Florida, described as follows:

Commence at the Northwest corner of Lot Seven (7) on the South side of Barrancas Avenue; thence run Southerly along the West line of said Lot Seven (7) a distance of Eighty-five (85) feet; thence run Easterly a distance of Ninety-seven and  $\frac{2}{10}$  (97.2) feet to a point in the East line of said Lot Seven (7) distant one hundred thirty and  $\frac{7}{10}$  (130.7) feet Northerly from the Southeast corner of said Lot Seven (7); thence run Northerly along the East line of said Lot Seven (7) to its Northeast corner in the South line of Barrancas Avenue; thence run Westerly along said the South line of Barrancas Avenue to the Point of Beginning.

Said property is not the homestead of the Grantor(s) under the laws and constitution of the State of Florida in that neither Grantor(s) or any members of the household of Grantor(s) reside thereon.

PNS-05-07532

**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: Barrancas Avenue

Legal Address of Property: 4095 Barrancas Avenue, Pensacola, Florida

The County ( ) has accepted (☒) has not accepted the abutting roadway for maintenance.

This form completed by: William Greenblatt

1305 Pickens Avenue

Pensacola, Florida 32503

**WITNESSES AS TO SELLER(S):**

Natalie Cooper

Print name: Natalie Cooper

Joan Gun

Print name: Joan Gun

William Greenblatt  
William Greenblatt, Individually  
William Howard Greenblatt  
William Howard Greenblatt, Per. Rep.

**WITNESSES AS TO BUYER(S):**

W. Donald Welker

Print name: W. Donald Welker

Joan Gun

Print name: Joan Gun

John G. Werner, II, LLC  
BY: John G. Werner, II  
John G. Werner, II, Manager

This form approved by the

Escambia County Board of

County Commissioners

Effective: 4/15/95

49.8  
264.00  
4/28/06

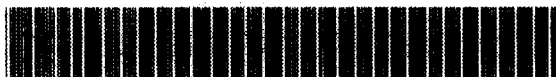
**Return To  
LandAmerica  
Lawyers Title  
P.O. Box 12027  
Pensacola, FL 32591**

**WHEN RECORDED MAIL TO:**  
Regions Loan Servicing Release  
P O Box 4857  
Montgomery, AL 36103

This Mortgage prepared by:

Name: DONNA COURTNEY  
Company: REGIONS BANK  
Address: 50 BEVERLY PARKWAY, PENSACOLA, FL 32505

08060003537



\*DOC48500005104570869001000000\*

### MORTGAGE

**THIS MORTGAGE** dated February 6, 2006, is made and executed between John G Werner, II, LLC, whose address is 4095 Barrancas Ave., Pensacola, FL 32507; A LIMITED LIABILITY COMPANY (referred to below as "Grantor") and REGIONS BANK, whose address is 50 BEVERLY PARKWAY, PENSACOLA, FL 32505 (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 ditch or 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:

See EXHIBIT "A", which is attached to this Mortgage and made a part of this Mortgage as if fully set forth herein.

The Real Property or its address is commonly known as 4095 BARRANCAS AVE, PENSACOLA, FL 32507.

**CROSS-COLLATERALIZATION.** In addition to the Note, this Mortgage secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

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 \$140,000.00, 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 litigation 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 hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this

**MORTGAGE  
(Continued)**

Loan No: 05104570869001

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provision cannot be so modified, it shall be considered deleted from this Mortgage. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Mortgage shall not affect the legality, validity or enforceability of any other provision of this Mortgage.

**Merger.** There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

**Successors and Assigns.** Subject to any limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the indebtedness.

**Time is of the Essence.** Time is of the essence in the performance of this Mortgage.

**Waive Jury.** All parties to this Mortgage hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

**DEFINITIONS.** The following capitalized words and terms shall have the following meanings when used in this Mortgage. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code:

**Borrower.** The word "Borrower" means John G Werner, II, LLC and includes all co-signers and co-makers signing the Note.

**Default.** The word "Default" means the Default set forth in this Mortgage in the section titled "Default".

**Environmental Laws.** The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances 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 1986, 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 John G Werner, II, LLC.

**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 the Note.

**Hazardous Substances.** The words "Hazardous Substances" mean materials that, because of their quantity, concentration or 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. Specifically, without limitation, Indebtedness includes all amounts that may be indirectly secured by the Cross-Collateralization provision of this Mortgage.

**Lender.** The word "Lender" means REGIONS 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 February 6, 2006, in the original principal amount of \$140,000.00 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.

**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.

**MORTGAGE  
(Continued)**

Loan No: 05104570869001

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

GRANTOR:

JOHN G WERNER, II, LLC

By: [Signature]  
JOHN G WERNER II, Managing Member of John G Werner, II, LLC

WITNESSES:

x [Signature]  
Angela McFatter  
x [Signature]  
SUEAN HARRISON**LIMITED LIABILITY COMPANY ACKNOWLEDGMENT**STATE OF Florida

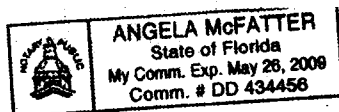
)

) SS

COUNTY OF Escambia

)

The foregoing instrument was acknowledged before me this 6th day of February, 2006  
by JOHN G WERNER II, Managing Member of John G Werner, II, LLC, member for agent, on behalf of John G Werner, II, LLC, a limited  
liability company. He or she is personally known to me or has produced current driver license as identification and did /  
did not take an oath.


[Signature]  
(Signature of Person Taking Acknowledgment)

(Name of Acknowledger Typed, Printed or Stamped)

(Title or Rank)

(Serial Number, if any)

**File/Case No: 08060003537**

**Exhibit "A"**

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