

CERTIFICATION OF TAX DEED APPLICATION

Sections 197.502 and 197.542, Florida Statutes

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

1023.49

		200	××				23.44
Part 1: Tax Deed	Application Info	rmation	: 7 .: 9 .:		7		
Applicant Name Applicant Address	ASSEMBLY TAX 36, LLC ASSEMBLY TAX 36 LLC FBO SEC PTY PO BOX 12225 NEWARK, NJ 07101-3411				Applic	ation date	Apr 17, 2023
Property description				Certificate #		2021 / 4228	
				Date certificate issued		06/01/2021	
Part 2: Certificat	es Owned by App	olicant an	d Filed w	vith Tax Deed.	Applic	ation	
Column 1 Certificate Numbe	Colum er Date of Certif			Column 3 ount of Certificate		Column 4 Interest	Column 5: Total (Column 3 + Column 4)
# 2021/4228	06/01/2	2021		3,249.99		162.50	3,412.49
# 2022/4571	06/01/2	022		3,491.88		174.59	3,666.47
→Part 2: Total*						→Part 2: Total*	7,078.96
Part 3: Other Cer	tificates Redeem	ed by Ap	plicant (C	Other than Co	unty)		
Column 1 Certificate Number	Column 2 Date of Other Certificate Sale	Face A	Column 3 De Amount of ler Certificate Column 4 Tax Collector's Fee Interest			Total (Column 3 + Column 4 + Column 5)	
# /							- F Column 3)
						Part 3: Total*	0.00
	ctor Certified Am						Jan 1970 Lader 1970
Cost of all certif	ficates in applicant's	possession	n and othe	r certificates red (*T	eemed of l	oy applicant Parts 2 + 3 above)	7,078.96
2. Delinquent taxe	es paid by the applica	ant		·			0.00
3. Current taxes p	aid by the applicant						2,883.66
4. Property inform	ation report fee						200.00
5. Tax deed applic	cation fee						175.00
6. Interest accrued	by tax collector und	ler s.197.5	42, F.S. (s	ee Tax Collector	instruc	tions, page 2)	0.00
7.					Total	Paid (Lines 1-6)	10,337.62
certify the above int ave been paid, and	formation is true and that the property info	the tax cer ormation st	rtificates, ir atement is	nterest, property attached.	informa	tion report fee, and	
2	XX					Escambia, Florida	
ign here: Signat	are, Tax Collector or Desig	nee			Date	May 1st, 202	3
	Send this certification to		N- 41 45 1				

Pai	t 5: Clerk of Court Certified Amounts (Lines 8-14)
8.	Processing tax deed fee
9.	Certified or registered mail charge
10.	Clerk of Court advertising, notice for newspaper, and electronic auction fees
11.	Recording fee for certificate of notice
12.	Sheriff's fees
13.	Interest (see Clerk of Court Instructions, page 2)
14.	Total Paid (Lines 8-13)
15.	Plus one-half of the assessed value of homestead property, if applicable under s. 197.502(6)(c), F.S.
16.	Statutory opening bid (total of Lines 7, 14, 15, and 16 if applicable)
Sign h	ere: Date of sale 10/04/2023 Signature, Clerk of Court or Designee

INSTRUCTIONS + 1250

Tax Collector (complete Parts 1-4)

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

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

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

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

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

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

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

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

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

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

Clerk of Court (complete Part 5)

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

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

E 30 FT OF W 150 FT OF LT 75 BEYREUTH S/D PLAT DB 74 P 100 AND LTS 12 13 BLK A GULF BEACH MANOR PB 1 P 16 OR 7732 P 1162 SEC 33/4 T 2/3S R 31

512 R. 12/16

APPLICATION FOR TAX DEED

Section 197.502, Florida Statutes

Application Number: 2300123

To: Tax Collector of	ESCAMBIA COUNTY	_, Florida	
I, ASSEMBLY TAX 36, LLO ASSEMBLY TAX 36 LLO PO BOX 12225 NEWARK, NJ 07101-3 hold the listed tax certif	C FBO SEC PTY 8411,	e same to the Tax	Collector and make tax deed application thereon:
Account Number	Certificate No.	Date	
09-4902-000	2021/4228	06-01-2021	Legal Description E 30 FT OF W 150 FT OF LT 75 BEYREUTH S/D PLAT DB 74 P 100 AND LTS 12 13 BLK A GULF BEACH MANOR PB 1 P 16 OR 7732 P 1162 SEC 33/4 T 2/3S R 31
 redeem all ou pay all deling pay all Tax Co Sheriff's costs 	s, if applicable.	nterest covering that	e property. Clerk of the Court costs, charges and fees, and
Attached is the tax sale which are in my posses	e certificate on which this applic ssion.	cation is based and	all other certificates of the same legal description
Electronic signature of ASSEMBLY TAX 36, ASSEMBLY TAX 36 I PO BOX 12225 NEWARK, NJ 0710	LLC LLC FBO SEC PTY		
			<u>04-17-2023</u> Application Date

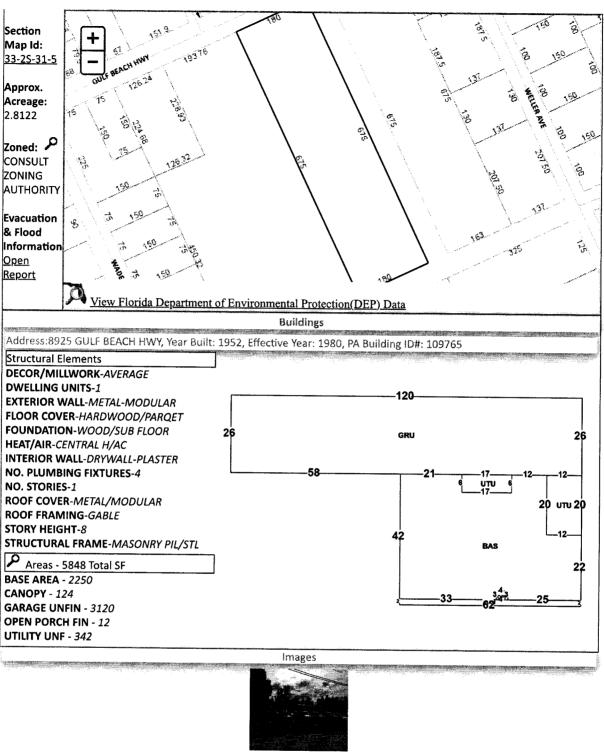
Applicant's signature

Real Estate Search

Tangible Property Search

Sale List

Nav. M	ode Acco	unt OParcel ID	•				Printer Fr	iendly Version
General Info	ormation			Assessn	nents	and the contract of the contra	and the same of th	waz-1,****
Parcel ID:	33253120	000120001		Year	Land	Imprv	Total	<u>Cap Val</u>
Account:	09490200	00		2022	\$98,208	\$196,222	\$294,430	\$235,167
Owners:	FILS GRO			2021	\$98,208	\$120,593	\$218,801	\$218,801
Mail:		8925 GULF BEACH HIGHWAY PENSACOLA, FL 32507		2020	\$98,208	\$108,568	\$206,776	\$205,874
Situs:	8925 GUI	F BEACH HWY 3	2507	Disclaimer				
Use Code:	AUTO SAI	LES 🔑				Discialine	· I	
Taxing Authority:	Taxing COUNTY MET II			,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	and the second s	Tax Estimat	tor	эдиу.
Tax Inquiry:	Open Tax	Inquiry Window	<u>.</u>	Enter Income & Expense Survey				
	ink courtesy o ounty Tax Coll	of Scott Lunsford ector				l Income & Ex	•	еу
Sales Data			and the second	2022 Ce	rtified Roll Exe	mptions		
Sale Date	Book Page	Value Type	Official Records (New	None				
			Window)		escription			<u> </u>
06/16/2017	7732 1162	\$170,000 WD	Ľ,	100 AND	OF W 150 FT O	F LT 75 BEYREU A GULF BEACH	TH S/D PLAT DI	B 74 P
03/01/2008	6302 1568	\$175,000 WD	Ľ,	7732) LI3 12 13 BLN	A GULF BEACH	MANOR PB 1	P 16 OK
07/2007	6184 696	\$100 OT	D _o					
10/2006	6012 1003	\$100 WD	C _o					
06/2001	4726 446	\$100 QC	Ē,	Extra Fe	atures			1
05/1999	4418 1042	\$100 QC	Ē.	11	NK FENCE	in distribution		
		ourtesy of Pam C	As and the second	WOOD F	TE PAVING			
Escambia Co Comptroller	unty Clerk of	the Circuit Cour	t and	VVOODF	EINCE			
Parcel Inform	nation			<u> </u>			Launch Inte	eractive Map
							remitted itt	rierriac iaiqh



11/10/2022 12:00:00 AM

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2023036300 5/8/2023 12:01 PM
OFF REC BK: 8973 PG: 1216 Doc Type: TDN

NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That ASSEMBLY TAX 36 LLC holder of Tax Certificate No. 04228, issued the 1st day of June, A.D., 2021 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:

E 30 FT OF W 150 FT OF LT 75 BEYREUTH S/D PLAT DB 74 P 100 AND LTS 12 13 BLK A GULF BEACH MANOR PB 1 P 16 OR 7732 P 1162 SEC 33/4 T 2/3S R 31

SECTION 33, TOWNSHIP 2 S, RANGE 31 W

TAX ACCOUNT NUMBER 094902000 (1023-49)

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

FILS GROUP 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 Wednesday in the month of October, which is the 4th day of October 2023.

Dated this 5th day of May 2023.

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.

COMPTRO

PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

By: Emily Hogg Deputy Clerk



PROPERTY INFORMATION REPORT

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

THE ATTACHED REPORT IS ISSUED TO:

SCOTT LUNSFORE	O, ESCAMBIA COUNTY TA	X COLLECTOR		
TAX ACCOUNT #:	09-4902-000	_ CERTIFICATE #: _	2021-4	1228
REPORT IS LIMITE	OT TITLE INSURANCE. THE ED TO THE PERSON(S) EXP EPORT AS THE RECIPIENT(RESSLY IDENTIFIED I	BY NAME IN TH	HE PROPERTY
listing of the owner(s tax information and a encumbrances record title to said land as li	prepared in accordance with the solution of the land described listing and copies of all open led in the Official Record Bootsted on page 2 herein. It is the list of the land	ed herein together with co or unsatisfied leases, mon ks of Escambia County, F responsibility of the part	arrent and delinquetgages, judgment Florida that appea y named above to	uent ad valorem ts and r to encumber the overify receipt of
and mineral or any su	ect to: Current year taxes; tax ubsurface rights of any kind or laps, boundary line disputes, a n of the premises.	nature; easements, restric	ctions and covena	ants of record;
	insure or guarantee the validit urance policy, an opinion of tit			
Use of the term "Rep	oort" herein refers to the Prope	rty Information Report an	d the documents	attached hereto.
Period Searched:	July19, 2003 to and inclu	ding July 19, 2023	Abstractor:	Vicki Campbel
BY				

Michael A. Campbell, As President

Dated: July 21, 2023

PROPERTY INFORMATION REPORT

CONTINUATION PAGE

July 21, 2023

Tax Account #: 09-4902-000

- 1. The Grantee(s) of the last deed(s) of record is/are: FIL'S GROUP, LLC, A FLORIDA LIMITED LIABILITY COMPANY
 - By Virtue of Warranty Deed recorded 6/21/2017 in OR 7732/1162
- 2. The land covered by this Report is: See Attached Exhibit "A"
- **3.** The following unsatisfied mortgages, liens, and judgments affecting the land covered by this Report appear of record:
 - a. Mortgage in favor of Synovus Bank recorded 06/21/2007 OR 7732/1164
- 4. Taxes:

Taxes for the year(s) 2020-2022 are delinquent.

Tax Account #: 09-4902-000 Assessed Value: \$235,167.00

Exemptions: NONE

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

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

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

PERDIDO TITLE & ABSTRACT, INC.

PROPERTY INFORMATION REPORT

3050 Concho Drive, Pensacola, Florida 32507 | Phone 850-466-3077

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

CERTIFICATION: TITLE SEARCH FOR TDA

TAX DEED SALE DATE:	OCT 4, 2023					
TAX ACCOUNT #:	09-4902-0	09-4902-000				
CERTIFICATE #:	2021-4228					
In compliance with Section 197.522, I those persons, firms, and/or agencies property. The above-referenced tax sale.	having legal interest in or claim aga	ainst the above-described				
	a, P.O. Box 12910, 32521 ty, 190 Governmental Center, 32502 tax year.	2				
FIL'S GROUP LLC	FIL'S GROUP LLC					
	FIL'S GROUP LLC 3229 N O ST					
8925 GULF BEACH HIGHWAY	FIL'S GROUP LLC 3229 N Q ST PENSACOLA, FL 325	505				
FIL'S GROUP LLC 8925 GULF BEACH HIGHWAY PENSACOLA, FL 32507 SYNOVUS BANK	3229 N Q ST	605 FIL'S GROUP LLC				
8925 GULF BEACH HIGHWAY	3229 N Q ST PENSACOLA, FL 325					

PERDIDO TITLE & ABSTRACT, INC.

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

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

PROPERTY INFORMATION REPORT

July 21, 2023 Tax Account #:09-4902-000

LEGAL DESCRIPTION EXHIBIT "A"

E 30 FT OF W 150 FT OF LT 75 BEYREUTH S/D PLAT DB 74 P 100 AND LTS 12 13 BLK A GULF BEACH MANOR PB 1 P 16 OR 7732 P 1162 SEC 33/4 T 2/3S R 31

SECTION 33, TOWNSHIP 2 S, RANGE 31 W

TAX ACCOUNT NUMBER 09-4902-000(1023-49)

This Document Prepared By and Return to: Edsel F. Matthews, Jr., 308 S. Jefferson Street Pensacola, FL 32502 P.A.

Parcel ID Number: 332S31-2000-120-001

Warranty Deed

County.

	•/			
	e, Made this 16th Bobe and Tony M.	· ·	, 2017	A.D., Between
of the County of EFIL'S Grounds	Baldwin p, LLC, a Florida PRS (Fulf Buck) PRS N. Q Street,	a limited liab: cl. Highwog Pensacola, FL	State of Alabama ility company 55	, grantors, and
and other good granted, bargained	at the GRANTORS, for and in cons	ideration of the sum of N DOLLARS (\$10) RANTORS in band paid by	GRANTEE, the receipt where	, grantee. DOLLARS, of is hereby acknowledged, have following described land, situate, to wit:
Subdivis: 100, of and 13,	t 30 feet of ion, according the Public Reco Block A, Gulf corded in Plat Bo	to the Plat ords of Escambi Beach Manor,	feet of Lot recorded in Deec a County, Florid a subdivision ac	75, Bayreuth i Book 74, Page da, and Lots 12 ccording to the

The property herein conveyed DOES NOT constitute the HOMESTEAD property of the Grantor.

Subject to restrictions, reservations and easements of record, if any, and taxes subsequent to 2016.

and the grantors do hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

In Witness Whereof, the grantors have hereunto set their hands and seals the day and year first above written. Signed, sealed and delivered in our presence: Printed Name: Steven B. Bobe Witness P.O. Address: 11570 Country Road 87, Elberta, AL 36530 Tony M. Printed Name: Bobe Witness P.O. Address: 11570 Country Road 87, Elberta, AL 36530 STATE OF Florida COUNTY OF Escambia

The foregoing instrument was acknowledged before me this Steven B. Bobe and Tony M. Bobe

16th June day of

, 2017 bv

who are personally known to me or who have produced their identification.

> Printed Name: Notary Public My Commission Expires:

LISA NOVATKA EXPIRES: January 4, 2020

AL DL

THIS INSTRUMENT PREPARED BY: Edsel F. Matthews, Jr., Esquire EDSEL F. MATTHEWS, JR., P.A. 308 South Jefferson Street Pensacola, Florida 32502

LIMITED LIABILITY COMPANY AFFIDAVIT

BEFORE ME, the undersigned authority, personally appeared, the Affiants, **SERGHEI FILIP and CATALINA FILIP**, who being by me first duly sworn on oath, depose and say:

- Affiants are over the age of 18 and have full and complete knowledge of the statements made herein.
- 2. Fil's Group, LLC, is a duly authorized and validly existing Florida limited liability company, and the LLC is purchasing the following described property:

The East 30 feet of the West 150 feet of Lot 75, Bayreuth Subdivision, according to the Plat recorded in Deed Book 74, Page 100, of the Public Records of Escambia County, Florida, and Lots 12 and 13, Block A, Gulf Beach Manor, a subdivision according to the Plat recorded in Plat Book 1, Page 16, of the Public Records of said County.

- 3. Serghei Filip and Catalina Filip are the sole Members of Fil's Group, LLC.
- Said LLC has been in continuous existence from February 11, 2013, to the present date, has never been terminated or dissolved during its existence, and no modifications or amendments have been made to the Articles of Organization of Seaside Diggs, LLC.
- 5. That the LLC is authorized to mortgage the above-described property and Serghei Filip and Catalina Filip, as the duly authorized managers, are authorized to execute any necessary notes, mortgages, affidavits, settlement statements and all other documents on behalf of the LLC, and the loan/mortgage contemplated herein is in the ordinary course of the LLC's business.
- Neither the LLC, nor any of its members, have been a debtor in a bankruptcy proceeding during the limited liability company's existence.
- 7. The LLC is not one of a family or group of entities.
- 8. Affiants further state they are familiar with the nature of an oath and with the penalties as provided by the laws of the State of Florida for falsely swearing to statements in an instrument of this nature. Affiants affirms they have read the foregoing affidavit and fully understand the facts contained therein.

FURTHER AFFIANTS SAYETH NAUGHT.

AFFIANT:

SERGHEI FILIP

CATALINA FILIP

STATE OF FLORIDA COUNTY OF ESCAMBIA

Sworn to and subscribed before me this 10 day of June, 2017, by Serghei Filip and Catalina Filip, who are personally known to me or who produced 77 02 as identification.

NOTARY PUBLIC

LISA NOVATKA
MY COMMISSION # FF 946403
EXPIRES: January 4, 2020
Bonded Thru Budget Notery Services

REAL ESTATE MORTGAGE AND SECURITY AGREEMENT

Mortgagor(s) (last name(s) first): Fils Group LLC

Mortgagee: Synovus Bank 1148 BROADWAY COLUMBUS, GA 31901

Mailing Address: 3229 N Q St Pensacola, FL 325050000

> This instrument was prepared by: Synovus Financial Corporation PO Box 1638 Roswell, GA 300771638

Know All Men by These Presents: That Whereas
Fils Group LLC
(whether one or more, hereinafter called the "Borrower") has/have become justly indebted
to synovus Bank with offices in COLUMBUS
GA (together with its successors and assigns, hereinafter called "Mortgagee") in the
sum One Hundred Nineteen Thousand Dollars and Zero Cents Dollars (\$ 119,000.00 of
together with interest thereon, as evidenced by a promissory note or notes of even date herewith. (If the
maturity date of the note or notes is 20 years or longer, indicate the latest maturity date here
This conveyance is intended to be and is a real property mortgage (hereinafter called this
"mortgage") and a "Security Agreement" governed by the laws of the State of Florida concerning
mortgages and the Uniform Commercial Code as adopted in Florida, and is intended to secure the
payment of the following (the "Secured Indebtedness"):

A. The existing indebtedness represented by that certain promissory note of even date herewith for the sum of One Hundred Nineteen Thousand Dollars and Zero Cents DOLLARS (\$ 119,000.00) made by Mortgagor payable to the order of Mortgagee with interest from date until paid at the rate therein specified, the said principal and interest payable in the manner and upon the terms, provisions and conditions set forth in the note, together with any and all renewals, extensions, modifications, consolidations and extensions thereof;

NOW, THEREFORE, in consideration of the premises, and in order to secure the payment of said indebtedness and any renewals or extensions thereof and the interest thereon, and all other indebtedness (including future advances) now or hereafter owed by any of the above-named Borrowers to Mortgagee, whether such indebtedness is primary or secondary, direct or indirect, contingent or absolute, matured or unmatured, joint or several, and otherwise secured or not, and to secure compliance with all the covenants and stipulations hereinafter contained, the undersigned Fils Group LLC

(whether one or more, hereinafter called "Mortgagors") do hereby assign, grant, bargain, sell and convey unto Mortgagee the following described real property situated in Escambia County, State of Florida, viz:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF BY THIS REFERENCE

together with all rents and other revenues thereof and all rights (including riparian rights), privileges, easements, tenements, interests, improvements and appurtenances thereunto belonging or in anywise appertaining, including any after-acquired title and easements and all rights, title and interest now or hereafter owned by Mortgagors in and to all buildings and improvements, storm and screen windows and doors, gas, steam, electric, solar and other heating, lighting, ventilating, air-conditioning, refrigerating and cooking apparatus, elevators, plumbing, sprinkling, smoke, fire, and intrusion detection devices, and other equipment and fixtures now or hereafter attached or appertaining to said premises, all of which shall be deemed to be real property and conveyed by this mortgage, and all of which real property, equipment and fixtures are sometimes hereinafter called the "mortgaged property."

To Have And To Hold the same and every part thereof unto Mortgagee, its successors and assigns forever.

And for the consideration aforesaid, and as additional security for all of the indebtedness described above (including future advances), Mortgagors hereby assign and transfer to Mortgagee, and grant to Mortgagee a security interest in, all building materials, household appliances, equipment, fixtures and fittings of every kind or character now owned or hereafter acquired by Mortgagors, or any of them, located, whether permanently or temporarily, on the mortgaged property, and all building materials, household appliances, equipment, fixtures and fittings now owned or hereafter acquired by Mortgagors, or any of them, located or stored on any other real property, which are or shall be purchased by Mortgagors, or any of them, for the purpose, or with the intention, of making improvements on the mortgaged property or to the premises located on said property. The personal property herein transferred includes, without limitation, all lumber, bricks, building stones, building blocks, sand, cement roofing, materials, paint, doors, windows, storm doors, storm windows, nails, wires and wiring, hardware, plumbing and plumbing fixtures, heating and air-conditioning equipment and appliances, electrical and gas equipment and appliances, pipes and piping, ornamental and decorative fixtures, and in general all building materials, equipment and appliances of every kind and character used or useful in connection with improvements to real property.

For the purpose of further securing the payment of said indebtedness Mortgagors warrant covenant and agree with Mortgagee, its successors and assigns, as follows:

- 1. That they are lawfully seized in fee and possessed of the mortgaged property and have a good right to convey the same as aforesaid, and they will warrant and forever defend the title against the lawful claims of all persons whomsoever, and that the mortgaged property is free and clear of all encumbrances, easements and restrictions not herein specifically mentioned.
- 2. That they will pay when due all taxes, assessments, or other liens or mortgages taking priority over this mortgage, and should default be made in the payment of the same, or any part thereof, Mortgagee may pay the same (but Mortgagee is not obligated to do so). If the mortgaged property or any part thereof is a unit in a condominium or a planned unit development, Mortgagors shall perform all of Mortgagors' obligations under the declaration or covenants creating or covering the condominium or planned unit development, the bylaws and regulations of the condominium or planned

unit development, and constituent documents. Should Mortgagors default in any of such obligations, Mortgagee may perform Mortgagors' obligations (but Mortgagee is not obligated to do so).

- 3. That they will keep the buildings on the mortgaged property continuously insured in such amounts, in such manner and with such companies as may be satisfactory to Mortgagee against loss by fire (including so-called extended coverage), wind and such other hazards (including flood and water damage) as Mortgagee may specify from time to time, with loss, if any, payable to Mortgagee under a mortgagee's loss payable clause acceptable to Mortgagee, and will deposit with Mortgagee policies of such insurance or, at Mortgagee's election, certificates thereof, and will pay the premiums therefor as the same become due. Mortgagors shall have the right to provide such insurance through a policy or policies independently obtained and paid for by Mortgagors or through an existing policy. Mortgagee may, for reasonable cause, refuse to accept any policy of insurance obtained by Mortgagors. Mortgagors shall give immediate notice in writing to Mortgagee of any loss or damage to the mortgaged property from any cause whatever. If Mortgagors fail to keep said property insured as above specified, Mortgagee may insure said property (but Mortgagee is not obligated to do so) for its insurable value against loss by fire, wind and other hazards for the benefit of Mortgagors and Mortgagee or for the benefit of Mortgagee, which is hereby granted full power to settle and compromise claims under all policies, to endorse in the name of Mortgagors any check or draft representing the proceeds of any such insurance, and to demand, receive and give receipt for all sums becoming due thereunder. Said insurance proceeds, if collected, may be credited on the indebtedness secured by this mortgage, less costs of collection, or may be used in repairing or reconstructing the premises on the mortgaged property, at Mortgagee's election. Any application of the insurance prostpone the due date of any installment payments of the indebtedness hereby secured or reduce the amount of such installments.
- 4. That commencing upon written request by Mortgagee and continuing until the indebtedness secured hereby is paid in full, Mortgagors will pay to Mortgagee concurrently with, and on the due dates of, payments on the indebtedness hereby secured a sum equal to the ground rents, if any, next due on the mortgaged property, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus water rents, fire district charges, taxes and assessments next due on the mortgaged property (all as estimated by Mortgagee), less any sums already paid to Mortgagee therefor, divided by the number of months or other payment periods to elapse before one month or payment period prior to the date when such ground rents, premiums, water rents, fire district charges, taxes and assessments will become due, such sums to be held by Mortgagee in trust, to pay said ground rents, premiums, water rents, fire district charges, taxes and assessments. All payments mentioned in the preceding sentence and the payments to be made on the indebtedness secured hereby shall be added together and the aggregate amount thereof shall be paid by Mortgagors each month or other payment period in a single payment to be applied by Mortgage, assessments, fire and other hazard insurance premiums; (b) interest on the indebtedness secured hereby; and (c) the balance, if any, shall be applied toward the payment of the sum hereby secured. Any deficiency in the amount of such aggregate monthly or other periodic payments shall constitute a default under this mortgage. Any excess funds accumulated under this paragraph after payment of the items herein mentioned shall be credited in calculating the monthly or other periodic payments of the items herein mentioned shall be credited in calculating the monthly or other periodic payments of the items hall exceed the estimate therefor, Mortgagors shall without demand forthwith make good the deficiency. Failure by Mortgagors to do so before the due date
- 5. That they will take good care of the mortgaged property and the personal property described above and will not commit or permit any waste thereon or thereof or the removal of any oil, gas or mineral therefrom, and that they will keep the same repaired and at all times will maintain the same in at least as good condition as it now is, reasonable wear and tear alone excepted. If Mortgagors fail to make repairs to the mortgaged property, Mortgagee may make such repairs at Mortgagor's expense (but Mortgagee is not obligated to do so). Mortgagee, its agents and employees, may enter the mortgaged property and any improvements thereon at any reasonable time for the purpose of inspecting or repairing such improvements.
- 6. That all amounts expended by Mortgagee for insurance or for the payments of taxes or assessments or to discharge liens on the mortgaged property or other obligations of Mortgagors or to make repairs to the mortgaged property or any improvements thereon shall become a debt due Mortgagee, shall be payable at once without demand upon or notice to any person, shall bear interest at the rate of interest payable on the principal sum of the note described above, or if no such rate of interest is specified in the note or if the rate specified would be unlawful, at the maximum rate allowed

by law from the date of payment by Mortgagee, and such debt and the interest thereon shall be secured by this mortgage. Upon failure of Mortgagors to reimburse Mortgagee for all amounts so expended, at the election of Mortgagee and with or without notice to any person, Mortgagee may declare the entire indebtedness secured by this mortgage due and payable and may foreclose this mortgage as hereinafter provided or as provided by law.

- 7. That no delay or failure of Mortgagee to exercise any option to declare the maturity of any debt secured by this mortgage shall be taken or deemed as a waiver of the right to exercise such option or to declare such forfeiture either as to past or present defaults on the part of Mortgagors, and that the procurement of insurance or payment of taxes or other liens or assessments or obligations by Mortgagee shall not be taken or deemed as a waiver of the right to accelerate the maturity of the indebtedness hereby secured by reason of the failure of Mortgagors to procure such insurance or to pay such taxes, liens, assessments or obligations, it being agreed by Mortgagors that no terms or conditions contained in this mortgage can be waived, altered or changed except by a writing signed by Mortgagee.
- 8. That those Mortgagors who are obligated as the Borrower or as guarantor or endorser to pay the indebtedness hereby secured will well and truly pay and discharge such indebtedness as it shall become due and payable, including the note or notes described above, any renewals or extensions thereof, and any other notes or obligations of such Mortgagors to Mortgagee, whether now or hereafter incurred.
- 9. In the event a suit shall be instituted to foreclose this mortgage, Mortgagee, its successors or assigns, shall be entitled to apply at any time pending such foreclosure suit to the court having jurisdiction thereof for the appointment of a receiver for all and singular the premises and of all the rents, income, profits, issues and revenues thereof, from whatsoever source derived, with the usual powers and duties of receivers in like cases and such appointment shall be made by such court as a matter of strict right to Mortgagee, its successors or assigns, without reference to the adequacy or inadequacy of the value of the property hereby mortgaged or to the solvency or insolvency of the Mortgagor, Mortgagor's legal representatives, successors or assigns, and that such rents, profits, incomes, issues, and revenues shall be applied by such receiver to the payment of the Secured Indebtedness, costs, and charges, according to the order of said court. The Mortgagor hereby specifically waives the right to object to the appointment of a receiver as described herein and hereby expressly consents that such appointment shall be made as an admitted equity and is Mortgagee's absolute right, and that the appointment may be done without notice to the Mortgagor. Mortgagor further consents to the appointment of Mortgagee or any officer or employee of Mortgagee as receiver.
- 10. That they will not cause or allow possession of the mortgaged property to be in any other person or entity to the exclusion of Mortgagors and will not cause or allow all or any part of the mortgaged property or any interest therein to be sold, assigned, transferred or conveyed by Mortgagors, or any of them, without Mortgagee's prior written consent, excluding only (a) the creation of a lien or encumbrance expressly subordinate to this mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant, or (d) (if the mortgaged property is the Mortgagors' residence) the grant of any leasehold interest of one year or less (including all mandatory or optional renewal periods) not containing an option to purchase. Mortgagee may withhold its consent or may condition its consent to any such transfer of possession of, or an interest in, the mortgaged property upon the transferee's agreeing to pay a greater rate of interest on all or any part of the indebtedness secured by this mortgage, upon Mortgagee's approval of the creditworthiness of the transferee, and upon the transferee's payment to Mortgagee of a reasonable transfer or assumption fee. Upon breach by Mortgagors, or any of them, of the covenants herein contained, Mortgagee may, at its election, accelerate maturity of the indebtedness hereby secured and proceed to foreclose this mortgage as hereinafter provided or as provided by law.
- 11. That, except as otherwise expressly disclosed to Mortgagee in writing on the date of this mortgage, no Hazardous Substance (as defined below) has been released or disposed of on or under the mortgaged property by Mortgagors or, to the best of Mortgagors knowledge, by any third party or any predecessor in interest or title to the mortgaged property; no underground storage tanks, whether in use or not in use, are located on or under any part of the mortgaged property; Mortgagors and the mortgaged property are and will remain in compliance with all applicable local, state and federal environmental laws and regulations; no notice has been received by Mortgagors from any governmental authority or any other person claiming violation of any environmental protection law or regulation or demanding payment, indemnity or contribution for any environmental damage or injury to natural resources, relating in any way to the mortgaged property, and Mortgagors will notify Mortgagee promptly in writing if any such notice is hereafter received; and any Hazardous Substance used or produced in Mortgagors business will be used, produced, stored and disposed of in strict compliance with all applicable environmental laws and regulations. Mortgagors will notify Mortgagee immediately if any Hazardous Substance is released or discovered on or under the mortgaged property, and Mortgagors will take or cause to be taken such remedial action as may be necessary in order to remedy

such released or discovered Hazardous Substance and to obtain a certificate of remediation or other certificate of compliance from applicable governmental authorities. At Mortgagee's request, Mortgagors will promptly obtain, at Mortgagors' expense, and deliver to Mortgagee an environmental inspection report or will update a previous report, in form acceptable to Mortgagee, prepared by a competent environmental professional reasonably satisfactory to Mortgagee. As used herein, the term "Hazardous Substance" includes, without limitation, any hazardous or toxic substance and any substance or material that is regulated or controlled by the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA), the federal Hazardous Materials Transportation Act, the federal Resource Conservation and Recovery Act, the federal Clean Water Act, the federal Clean Air Act, the federal Toxic Substances Control Act, or any other federal, state or local environmental law, ordinance, or regulation now or hereafter in effect. Mortgagors agree to indemnify Mortgagee against any and all liability and expense (including attorneys' fees and litigation expenses) incurred by Mortgagee on account of breach by Mortgagors of any representation, warranty or covenant set forth in this paragraph. This agreement to indemnify shall survive payment of the Secured Indebtedness, satisfaction of this mortgage, and foreclosure of this mortgage.

- 12. That, if this is a construction mortgage, Mortgagors will perform and comply with, or will cause the Borrower to perform and comply with, the terms of any construction loan agreement made with Mortgagee with regard to any improvements to be made on the mortgaged property.
- 13. That all the covenants and agreements of Mortgagors herein contained shall extend to and bind their respective heirs, executors, administrators, successors and assigns, and that such covenants and agreements and all options, rights, privileges and powers herein given, granted or secured to Mortgagee shall inure to the benefit of the successors and assigns of Mortgagee.
- 14. That the provisions of this mortgage and the note or notes secured hereby are severable, and that the invalidity or unenforceability of any provision of this mortgage or of any such note or notes shall not affect the validity and enforceability of the other provisions of this mortgage or of such note or notes. The remedies provided to Mortgagee herein are cumulative with the rights and remedies of Mortgagee at law and in equity, and such rights and remedies may be exercised concurrently or consecutively. A carbon or photostatic copy of this mortgage may be filed as a financing statement in any public office.
- If the Borrower pays and discharges all the indebtedness hereby secured (including future advances) as the same becomes due and payable, and if Mortgagors in all things do and perform all acts and agreements by them herein agreed to be done according to the tenor and effect thereof, then and in and agreements by them herein agreed to be done according to the tenor and effect thereof, then and in that event only this conveyance and the security interest herein granted shall be and become null and void, but if default is made in the payment of any indebtedness hereby secured or any renewals or extensions thereof or any part thereof, or if any interest thereon remain unpaid when due, or if default be made in the repayment of any sum expended by Mortgagee under the authority of any provision of this mortgage, or if the interest of Mortgagee in the mortgaged property or any of the personal property described above become endangered by reason of the enforcement of any lien or encumbrance thereon, or if a petition to condemn any part of the mortgaged property be filed by any authority, person or entity having power of eminent domain, or if any law, either state or federal, be passed imposing or authorizing the imposition of a specific tax upon this mortgage or the indebtedness hereby secured or permitting or authorizing the deduction of any such tax from the principal or interest secured by this mortgage or by virtue of which any tax or assessment upon the mortgaged property shall be charged against the owner of this mortgage, or if at any time any of the covenants contained in this mortgage or in any note or other evidence of indebtedness secured hereby be declared invalid or unenforceable by any court of competent jurisdiction, or if Mortgagors fail to do and perform any other act or thing herein required or agreed to be done, then in any of said events the whole of the indebtedness hereby secured, or any portion or part thereof which may at said date not have been paid, with interest thereon, shall at once become due and payable and this mortgage shall be subject to foreclosure at the option of Mortgagee, notice of the exercise of such option being hereby expressly waived by Mortgagors, and Mortgagee shall have the right to enter upon and take possession of the mortgaged property. If an event of default occurs and remains uncured, then in either or any such event, the aggregate sum or sums secured hereby then remaining unpaid, with interest accrued at that time, and all moneys secured hereby, shall become due and payable forthwith, or thereafter, at the option of Mortgagee, or its assigns, as fully and completely as if all of the said sums of money were originally stipulated to be paid on such date, anything in the note or any instrument or instruments or in this mortgage to the contrary notwithstanding; and thereupon, or thereafter, at the option of Mortgagee, or its assigns, without notice or demand, suit at law or in equity may by prosecuted as if all moneys secured hereby had matured prior to its institution. The Mortgagee, or its assigns, may do either or both of the following as to the amount so declared due and payable: (i) bring an action to enforce payment of the amount so declared due and payable, with or without bringing an action to foreclose this mortgage; and/or (ii) foreclose this mortgage as to the amount so declared due and payable, and the premises, or any part or parts thereof, in one or more sales as determined by Mortgagee, shall be sold

to satisfy and pay the same with costs, expenses a entitled to take such action and avail itself of suc Commercial Code in effect in the State of Florida.	nd allowances. In addition, Mortgagee shall also be h remedies as may be available under the Uniform
☐ (Mark if applicable) This is a construction construction of an improvement on land (and may i	mortgage that secures an obligation incurred for the nelude the acquisition cost of the land).
In Witness Whereof, each of the undersigned has caused this instrument to be executed by its off duly authorized, this 16th day of June	ed has hereunto set his or her signature and seal, or licer(s), partner(s), member(s), or agent(s) thereunto, 2017
	(Seal)
	(Seal)
	(Seal)
[Type or Print Name of Witness]	(Seal)
ATTEST:	See Attached Signature Addendum
Its(Corporate Seal)	Ву
	Its
Synovus Bank NMLS # 408043	NMLS#

BK: 7732 PG: 1169

	FLORIDA F			INDIVIDUAL ACKNOWLEDGMENT
				acknowledged before me this day of
who () is/a	re personal		me, o	or () who has/have shown me
[NOTARIAI	L SEAL]			[Type/Print Name of Notary] My Commission No.:
				My Commission Expires:
STATE OF COUNTY O				INDIVIDUAL ACKNOWLEDGMENT
				acknowledged before me this day o
as identificat	ion, and w	ho did take a	n oath	h.
INIOTA DI A I				
	SEAT 1			[Type/Print Name of Notary]
INOTAKIAI	SEAL]			My Commission No.:
STATE OF STA	FLORIDA			
STATE OF SCOUNTY O	FLORIDA F foregoing	instrument	was	My Commission No.:
STATE OF ECOUNTY O The the on behalf	FLORIDA F foregoing of the bu	instrument ,,, t	was by	My Commission No.: My Commission Expires: CORPORATE (OR OTHER BUSINESS ENTITY) ACKNOWLEDGMENT
STATE OF ECOUNTY O The the on behalf	FLORIDA F foregoing of the bu	instrument ,,, t	was by	My Commission No.: My Commission Expires: CORPORATE (OR OTHER BUSINESS ENTITY) ACKNOWLEDGMENT acknowledged before me this day of of He/she () is personally known to me, or () he/she ha

BK: 7732 PG: 1170

My Commission Expires:

SIGNATURE ADDENDUM

The purpose of this Signature Addendum ("Addendum") is to add additional parties and/or signatures to the agreement, note or other document described below, however named, relating to the loan number listed below.

Name of Document: Real Estate Mortgage and Security Agreement

Date of Document: 06/16/2017

Loan No.: 165146679-10

Parties to Document: Fils Group LLC, Synovus Bank

By executing this Addendum, the undersigned hereby agrees to all of the terms and conditions set forth in the document described above and acknowledges a receipt of said document. The undersigned further has specified the capacity in which the undersigned is executing this Addendum (e.g., Borrower, Debtor, etc.).

GRANTOR: Fils C	Group LLC
BY:	If I want to the second
BY:Serghei Fil	ip, Manager
BY:Catalina Fi	Jun Manager
GRANTOR:	
BY:	
BY:	
Witness Michael Shorey	Sua Ovat Witness Lisa novatka
Notary Public State of: County	
My Commission	
Expires:(Notary Seal)	
(Notary Seat)	
State of Florida	

Sta County of Escambia

Acknowledged before me this 16th day of June, 2017, by Serghei Filip and Catalina Filip as Managers of Fil's Group, LLC, a Florida limited liability company, on behalf of the company, who produced as identification. as identification.

NOTARY PUBLIC

LISA NOVATKA MY COMMISSION # FF 946403 EXPIRES: January 4, 2020

BK:	7732	PG:	1172

Exhibit A SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF BY THIS REFERENCE

The East 30 feet of the West 150 feet of Lot 75, Bayreuth Subdivision, according to the Plat recorded in Deed Book 74, Page 100, of the Public Records of Escambia County, Florida, and Lots 12 and 13, Block A, Gulf Beach Manor, a subdivision according to the Plat recorded in Plat Book 1, Page 16, of the Public Records of said County.

ADDENDUM TO REAL ESTATE MORTGAGE AND SECURITY AGREEMENT

This Addendum to Real Estate Mortgage and Security Agreement (this "Addendum") makes, discloses and confirms the following changes to the terms of that certain Real Estate Mortgage and Security Agreement (the "Mortgage") dated of even date herewith from Mortgagors to Mortgagee:

Notwithstanding any language to the contrary in the Mortgage, the property in which Mortgagee is granted a lien or security interest under the Mortgage shall <u>not</u> include any personal property which (a) is located in a building which is located in a special flood hazard area (as designated by the Administrator of the Federal Emergency Management Agency) in which flood insurance is available under the National Flood Insurance Act of 1968, as amended (the "<u>Act</u>"), (b) would cause Mortgagee to be in violation of the Act or the federal flood insurance regulations applicable to Mortgagee if the property secures a loan made, increased, extended or renewed by Mortgagee unless the property is covered by flood insurance or is exempt from the flood insurance requirement, and (c) is not covered by flood insurance that meets the requirements of the Act and the federal flood insurance regulations applicable to Mortgagee.

Further, notwithstanding any language to the contrary in the Mortgage, the security interest in personal property which Mortgagee is granted under the Mortgage shall not include any non-possessory security interest in any "household goods" of Mortgagors (as the term "household goods" is defined in 16 C.F.R. § 444.1(i)) other than a purchase money security interest.

This Addendum supplements the Mortgage including all addenda, exhibits, riders, and schedules thereto, and all of the terms and conditions of the Mortgage apply to this Addendum; provided, that to the extent there is a conflict between this Addendum and the Mortgage, the terms of this Addendum shall control. All capitalized terms used but not otherwise defined in this Addendum shall have the meanings assigned to them in the Mortgage. All of the provisions of this Addendum shall be deemed to be incorporated in and made a part of the Mortgage, and the Mortgage, as supplemented by this Addendum, shall be read, taken and construed as one and the same instrument. The Mortgage, as supplemented by this Addendum, shall remain in full force and effect and is hereby ratified by Mortgagors. This Addendum is not intended to be, and shall not be construed to constitute, a novation of the Mortgage.

[Signature Page on Following Page]

BK: 7732 PG: 1174

IN WITNESS WHEREOF, Mortgagors had day of June , 2017.	nave signed and delivered this Addendum this 16
Signed, sealed and delivered in the presence of: Signature of witness Print name: Michael A. Shorey Signature of witness Print name: LISA DOUGH (Mortgagors: Fils Group LLC
	(SCAL)

	STATE OF		
	The foregoing instrument was ac by He/she is personally known to me	cknowledged before me this day of	, 20,
		as identi	fication.
	AFFIX NOTARY SEAL / STAMP:		
		Signature of Notary Public Print name: My Commission Expires:	
	INDIVIDUAL ACKNOWLEDGMENT		
	STATE OF		
	by He/she is personally known to me	eknowledged before me this day of e or as identi	
	AFFIX NOTARY SEAL / STAMP:	as racing	ivation.
		Signature of Notary Public Print name: My Commission Expires:	
	CORPORATE (OR OTHER BUSINESS		
	STATE OF Florida		
ind Cap	The foregoing instrument was ac by Secsher File, the Mass tall was is personally known to me this produced	cknowledged before me this 114th day of Juvaces of Fil's Group LLC. Hele	16, 201., 1 she
	AFFIX NOTARY SEAL / STAMP:	Signature of Notary Public Print name:	J USA NOVATKA

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: 094902000 Certificate Number: 004228 of 2021

Payor: FILS GROUP LLC 8925 GULF BEACH HIGHWAY PENSACOLA, FL 32507 Date 8/9/2023

Clerk's Check # 1
Tax Collector Check # 1

Clerk's Total

\$497.04

Tax Collector's Total

\$11,280.51

Postage

\$36.05

Researcher Copies

\$0.00

Recording

\$10.00

Prep Fee

\$7.00

Total Received

\$11,830.60

PAM CHILDERS
Clerk of the Circuit Cour

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 ESCAMBIA COUNTY FLORIDA INST# 2023063951 8/9/2023 4:28 PM OFF REC BK: 9021 PG: 1364 Doc Type: RTD

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 8973, Page 1216, of Escambia County, for the tax certificate, tax deed, and property described below:

Tax Certificate No. Certificate No. 04228, issued the 1st day of June, A.D., 2021

TAX ACCOUNT NUMBER: 094902000 (1023-49)

DESCRIPTION OF PROPERTY:

E 30 FT OF W 150 FT OF LT 75 BEYREUTH S/D PLAT DB 74 P 100 AND LTS 12 13 BLK A GULF BEACH MANOR PB 1 P 16 OR 7732 P 1162 SEC 33/4 T 2/3S R 31

SECTION 33, TOWNSHIP 2 S, RANGE 31 W

NAME IN WHICH ASSESSED: FILS GROUP LLC

Dated this 9th day of August 2023.

PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

By:

Emily Hogg Deputy Clerk