

# TAX COLLECTOR'S CERTIFICATION

Application  
Date / Number  
Apr 21, 2014 / 140127

This is to certify that the holder listed below of Tax Sale Certificate Number 2012 / 7167.0000 , issued the 1st day of June, 2012, and which encumbers the following described property located in the County of Escambia, State of Florida to wit: Parcel ID Number: 10-3535-000

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

**Property Owner:**  
TERREZZA GENE J A & TERREZZA ANTHONY  
3195 HYDE PARK PL  
PENSACOLA , FLORIDA 32503

**Legal Description:**

W 50 FT OF LT 56 & E 25 FT OF LT 57 GULF BEACH S/D PB 4 P 52 OR 5684 P 424 OR 5689 P 965 SEC 14/26/27/34/35 T3S R32W

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

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

Cert. Year	Certificate Number	Date of Sale	Face Amt	T/C Fee	Interest	Total
2012	7167.0000	06/01/12	\$11,837.73	\$0.00	\$591.89	\$12,429.62

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

Cert. Year	Certificate Number	Date of Sale	Face Amt	T/C Fee	Interest	Total
2013	6593.0000	06/01/13	\$11,597.90	\$6.25	\$579.90	\$12,184.05

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

\$24,613.67
\$0.00
\$250.00
\$75.00
\$24,938.67
\$24,938.67
\$6.25

\*Done this 21st day of April, 2014

TAX COLLECTOR, ESCAMBIA COUNTY, FLORIDA

By

*Jenna Stewart*

Date of Sale: November 3, 2014

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

## Notice to Tax Collector of Application for Tax Deed

### TO: Tax Collector of Escambia County

In accordance with Florida Statutes, I,

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

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

Certificate No.	Parcel ID Number	Date	Legal Description
7167.0000	10-3535-000	06/01/2012	W 50 FT OF LT 56 & E 25 FT OF LT 57 GULF BEACH S/D PB 4 P 52 OR 5684 P 424 OR 5689 P 965 SEC 14/26/27/34/35 T3S R32W

### **2013 TAX ROLL**

TERREZZA GENE J A & TERREZZA ANTHONY  
3195 HYDE PARK PL  
PENSACOLA , Florida 32503

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

towercap (Donna Ernwein)

Applicant's Signature

04/21/2014

Date

indebtedness is not paid prior to the sale of the above-described property as set out below, said property described in the complaint and in the Mortgage herein sought to be foreclosed, situate, lying and being in Escambia County, Florida, as set forth in the Exhibit B attached hereto and made a part hereof, be sold by the Clerk of this Court at public sale at 11:00 A.M. on the 25<sup>th</sup> day of July, 2012 (hereinafter "Foreclosure Sale #2), to the highest and best bidder or bidders for cash, except as set forth hereinafter, at www.escambia.realforeclose.com, after having first given notice as required by Section 45.031, Florida Statutes.

8. Plaintiff shall advance all subsequent costs of this action and shall be reimbursed for them by the clerk if Plaintiff is not the purchaser of the Terrezas Land at Foreclosure Sale #1, except as indicated otherwise. If Plaintiff is the purchaser of the Terrezas Land at Foreclosure Sale #1, the clerk shall credit Plaintiff's bid with the total sum due under Note #1 with interest and cost accruing subsequent to this judgment as itemized in paragraph 4 of this Judgment, or such part of it, as is necessary to pay the bid in full. If prior to or after Foreclosure Sale #1, Plaintiff shall be required to advance any monies pursuant to the provisions hereof, then Plaintiff or its attorneys shall so certify to the Clerk of this Court by affidavit, and the amount due to Plaintiff as set forth above shall be increased by the amount of such advances without further order of the Court. If Plaintiff is the successful bidder at Foreclosure Sale #1, Plaintiff's rights as such may be assigned to a third party and, in that event, upon notice to this Court by Plaintiff of said assignments and with further order of this Court, the Clerk of this Court shall be ordered and directed to issue the Certificate of Title to Plaintiff's assignee.

9. Plaintiff shall advance all subsequent costs of this action and shall be reimbursed for them by the clerk if Plaintiff is not the purchaser of the Company Land at Foreclosure Sale #2, except as indicated otherwise. If Plaintiff is the purchaser of the Company Land at Foreclosure Sale #2, the clerk shall credit Plaintiff's bid with the total sum due under Note #1 and Note #2 with interest and cost accruing subsequent to this judgment as itemized in paragraphs 4 and 5 of this

Judgment, or such part of it, as is necessary to pay the bid in full; however, the amount credited under Note #1 shall be reduced by any amount credited to the Plaintiff's bid at Foreclosure Sale #1 or by the amount of the highest bidder at Foreclosure Sale #1. If prior to or after Foreclosure Sale #2, Plaintiff shall be required to advance any monies pursuant to the provisions hereof, then Plaintiff or its attorneys shall so certify to the Clerk of this Court by affidavit, and the amount due to Plaintiff as set forth above shall be increased by the amount of such advances without further order of the Court. If Plaintiff is the successful bidder at Foreclosure Sale #2, Plaintiff's rights as such may be assigned to a third party and, in that event, upon notice to the this Court by Plaintiff of said assignments and with further order of this Court, the Clerk of this Court shall be ordered and directed to issue the Certificate of Title to Plaintiff's assignee.

10. On filing the Certificate of Title the Clerk shall distribute the proceeds of each sale, so far as they are sufficient, by paying: first, all of Plaintiff's costs; second, documentary stamps affixed to the certificate; third, Plaintiff's attorney's fees; fourth, the total sum due to Plaintiff, less the items paid, plus interest at the rate prescribed in paragraphs four (4) and five (5) from this date to the date of the sale; and by retaining any remaining amount pending the further order of this Court. If the high bidder at Foreclosure Sale #1 or Foreclosure Sale #2 is any party other than Plaintiff, then that high bidder shall, as a condition of being high bidder, pay to the Clerk of the Court all sums bid, plus the registry fee and all documentary stamps tax necessary for the issuance of the Certificate of Title.

11. On filing the Certificate of Sale following Foreclosure Sale #1 and Foreclosure Sale #2, Defendants and all persons claiming under or against Defendants since the filing of the Notice of Lis Pendens shall be foreclosed of all estate or claim in the Terrezas Land and the Company Land and the purchaser(s) at Foreclosure Sale #1 and Foreclosure Sale #2 shall be let into possession of the property.

12. The Defendants are hereby ordered to remove themselves, family members or agents and any and all personal property owned by it from the Terrezas Land and the Company Land no later than three (3) days from the date of the each Certificate of Title, as applicable. Upon the failure of said Defendants to comply herewith and upon the filing of an affidavit by the purchaser of the Terrezas Land or the Company Land involved herein, affirmatively showing that possession of the premises has not been delivered to said purchaser within the time stated herein the Clerk of the Court shall, with further order of this Court, issue a Writ of Possession, upon request for same by Purchaser or Plaintiff for the premises, commanding the Sheriff of said County, to remove said Defendants, family members or agents and personal belongings from the above described property and then put the purchaser named on the Certificate of Title in immediate possession of the said premises as conveyed.

13. Jurisdiction over this action is retained to enter such further orders as are proper, including, without limitation, Writs of Assistance, Possession and ~~Deficiency Judgment~~ <sup>20</sup> and the Defendants are enjoined and restrained from damaging, molesting, vandalizing or otherwise harming the improvements located on the real property described in this Final Judgment, or from removing from said property anything affixed to the property in such fashion that it has become part of the realty or improvements, and the Court cautions said Defendants that any violation of this provision by themselves or anyone could subject them to contempt powers of this Court.

14. IF THIS PROPERTY IS SOLD AT PUBLIC AUCTION, THERE MAY BE ADDITIONAL MONEY FROM THE SALE AFTER PAYMENT OF PERSONS WHO ARE ENTITLED TO BE PAID FROM THE SALES PROCEEDS PURSUANT TO THIS FINAL JUDGMENT.

IF YOU ARE A SUBORDINATE LIENHOLDER CLAIMING A RIGHT TO FUNDS REMAINING AFTER THE SALE, YOU MUST FILE A CLAIM WITH THE CLERK NO

**LATER THAN 60 DAYS AFTER THE SALE. IF YOU FAIL TO FILE A CLAIM, YOU WILL NOT BE ENTITLED TO ANY REMAINING FUNDS.**

15. If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the office of Brian W. Hoffman, Esquire, of Carver, Darden, Koretzky, Tessier, Finn, Blossman & Areaux, LLC, 801 W. Romana Street, Ste. A, Pensacola, Florida, 32502, (850) 266-2300, within two (2) working days of your receipt of this Final Judgment of Foreclosure.

DONE AND ORDERED in Chambers at Escambia County, Florida, this 15<sup>th</sup> day of June, 2012.

  
\_\_\_\_\_  
W. JOEL BOLES  
CIRCUIT JUDGE

Conformed Copies to:

6/20/12  
Linda A. Hoffman, Esq.  
Brian W. Hoffman, Esq.  
Carver, Darden, Koretzky,  
✓ Tessier, Finn, Blossman & Areaux, LLC  
801 W. Romana Street, Suite A  
Pensacola, FL 35202

Stephen H. Echsner, Esquire  
Aylstock, Witkin, Kreis & Overholtz, PLLC  
17 E. Main Street

✓ Suite 200  
Pensacola, FL 32502  
Attorneys for The Retreat at Perdido Key, LLC, Sunil Gupta and Donald Wayne Moore

✓ John A. Christy, Esquire  
Schreeder, Wheeler & Flint, LLP  
1100 Peachtree Street, N.E.  
Suite 800  
Atlanta, Georgia 30309  
Attorneys for The Retreat at Perdido Key, LLC, Sunil Gupta and Donald Wayne Moore

J Albert C. Penson, Esquire  
Alexander Dombrowsky, Esquire  
Penson, Duchemin & Davis, P.A.  
1435 E. Piedmont Drive, Suite 101  
Tallahassee, FL 32308  
Attorneys for Gene J. A. Terrezza,  
Anthony Terrezza, and Assunta L. Terrezza

Prepared by:  
Brian W. Hoffman, Esquire  
CARVER, DARDEN, KORETZKY,  
TESSIER, FINN, BLOSSMAN & AREAUX, LLC  
801 W. Romana Street, Suite A  
Pensacola, Florida 32502

**EXHIBIT "A"**

**Parcel 7**

The West 50 feet of Lot 56 and the East 25 feet of Lot 57, Gulf Beach Subdivision, according to plat recorded in Plat Book 4, Page 52, Public Records of Escambia County, Florida.



**EXHIBIT "B"**

**Parcel 1**

Lots 1, 2, 9, 10 and the Eastern 1/2 of Lots 3 and 8, Blocks 22 and 23 and the Eastern 1/2 of Block 21, plus those contiguous portions of the abandoned right of ways of Zaragoza and Carrera Streets, Innerarity Heights Subdivision, Tract "A", according to the plat thereof, recorded in Deed Book 102, Pages 196 and 197, of the Public Records of Escambia County, Florida.

**Parcel 2**

Blocks 11 and 12, Innerarity Heights, a subdivision as shown on the plat recorded in Deed Book 102, Page 196, of the Public Records of Escambia County, Florida.

And the East 1/2 of that portion of Ortiz Avenue lying Northerly of the North right of way line of Carrera Street and bounded on the East by Blocks 11 and 12 and on the West by Blocks 13 and 14 and bounded on the North by Bayou Garcon.

That portion of Zaragoza Street bounded on the East by the West right of way line of Segura Avenue (50' R/W) and on the West by the centerline of vacated Ortiz Avenue (as vacated per O.R. Book 2187, Page 829, of the Public Records of Escambia County, Florida).

**Parcel 3**

Blocks 13 and 14, Innerarity Heights, a subdivision as shown on the plat recorded in Deed Book 102, Page 196, of the Public Records of Escambia County, Florida.

The West 1/2 of that portion of Ortiz Avenue lying Northerly of the North right of way line of Carrera Street and bounded on the East by Blocks 11 and 12 and on the West by Blocks 13 and 14 and bounded on the North by Bayou Garcon.

That portion of Zaragosa Street bounded on the East by the center line of Ortiz Avenue (Vacated 50' R/W) and on the West by the East right of way of Corrina Street as recorded in O.R. Book 2187, Page 829, of the Public Records of Escambia County, Florida.

**Parcel 4**

All of Block 18, Innerarity Heights, Tract "A", according to the plat thereof, recorded in Deed Book 102, Pages 196 and 197, of the Public Records of Escambia County, Florida.

**Parcel 5**

Blocks 19 and 20, Innerarity Heights, Tract A, according to the plat thereof, recorded in Deed Book 102, Page 196, of the Public Records of Escambia County, Florida, together with a vacated road between Lots 19 and 20, as described in Official Records Book 1164, Page 33, of the Public Records of Escambia County, Florida.

Parcel 6

The West 1/2 of Blocks 21, 22, and 23, plus those contiguous portions of the abandoned right of ways of Zaragoza and Carrera Street, Innerarity Heights Subdivision, Tract "A", according to the plat thereof, recorded in Deed Book 102, Pages 196 and 197, of the Public Records of Escambia County, Florida.

AND

That part of Ayllon Avenue lying between Bayou Garcon and the North right of way line of Carrera Street as shown on the plat of Innerarity Heights, a subdivision of Tract "A", Section 14, Township 3 South, Range 32 West, Escambia County, Florida, according to the plat recorded in Deed Book 102, Page 196, of the Public Records of said County.

That part of Carrera Street lying between the Western right of way line of Ayllon Avenue and the Eastern right of way line of Corina Street f/k/a Alabama Road, as shown on the plat of Innerarity Heights, a subdivision of Tract "A", Section 14, Township 3 South, Range 32 West, Escambia County, Florida, according to the plat recorded in Deed Book 102, Page 196, of the Public Records of said County.

That part of Corina Street f/k/a Alabama Road, lying between Bayou Garcon and the North right of way line of Carrera Street, as shown on the plat of Innerarity Heights, a subdivision of Tract "A", Section 14, Township 3 South, Range 32 West, Escambia County, Florida, according to the plat recorded in Deed Book 102, Page 196, of the Public Records of said County.

That portion of Ayllon Avenue lying between the North right of way line of Carrera Street and the North right of way line of Mirella Street as shown on the plat of Innerarity Heights, a subdivision of Tract "A", Section 14, Township 3 South, Range 32 West, Escambia County, Florida, according to the plat recorded in Deed Book 102, Page 196, of the Public Records of said County.

equities of the Defendants, and all persons, firms or corporations claiming by, through or under them, and any junior lienholders; and that if said indebtedness is not paid prior to the sale of the above-described property as set out below, said property described in the complaint and in the Mortgage herein sought to be foreclosed, situate, lying and being in Escambia County, Florida, as set forth in the Exhibit A attached hereto and made a part hereof, be sold by the Clerk of this Court at public sale at 11:00 A.M. on the 25th day of July, 2012 (hereinafter "Foreclosure Sale #1), to the highest and best bidder or bidders for cash, except as set forth hereinafter, at www.escambia.realforeclose.com, after having first given notice as required by Section 45.031, Florida Statutes .

7. Plaintiff holds a lien for the amount equal to the indebtedness due under Note #1 and Note #2 described in paragraph 4 and 5 above upon Parcels 1, 2, 3, 4, 5 and 6, a portion of the property covered by that certain Mortgage dated July 28, 2005 (defined as the "Company Land" in the Motion for Summary Judgment on all Counts of the First Amended Complaint), executed and delivered by Defendants, the Company and the Terrezas, which Mortgage was recorded on July 29, 2005, in Official Records Book 5693 and Page 799 of the Public Records of Escambia County, Florida, a copy of which is attached to the First Amended Complaint filed herein as Exhibit "D-1", as modified by that re-recorded Mortgage and Security Agreement recorded in Official Records Book 5938, Page 910 of the public records of Escambia County, Florida, attached to the First Amended Complaint filed herein as Exhibit "D-2", as modified by that Modification of Mortgage and Additional Advance Agreement dated April 30, 2007 and recorded in Official Records Book 6136, Page 699 of the public records of Escambia County, Florida attached to the First Amended Complaint filed herein as Exhibit "D-3" (hereafter collectively the "Mortgage"), which lien is prior, paramount and superior to all rights, claim, title, interest, liens, encumbrances and equities of the Defendants, and all persons, firms or corporations claiming by, through or under them, and any junior lienholders; and that if said

Plaintiff is due from the COMPANY, GUPTA and MOORE, jointly and severally, the following amounts under the Note #2 and Mortgage sued upon:

Principal Due on Note #2	\$1,824,647.09
Interest through September 24, 2009	\$88,163.29
Interest from September 24, 2009 through February 6, 2012	\$725,259.73
Late Fees due under Note #2	\$5,000.00
<b>JUDGMENT TOTAL UNDER NOTE #2</b>	<b>\$2,643,070.11</b>

with interest continuing to accrue on Note #2 after February 6, 2012 at the per diem rate of \$899.8259622, until the date of this judgment, plus interest at the rate of four and three quarter (4.75%) percent per year pursuant to §55.03, Florida Statutes, from the date of this judgment until paid, plus any further sums in connection herewith, for all of which let execution issue.

**AS TO COUNT 1 (Foreclosure of Mortgage):**

6. Plaintiff holds a lien for the amount equal to the indebtedness due under Note #1 described in paragraph 4 above upon Parcel 7, a portion of the property covered by that certain Mortgage dated July 28, 2005 (defined as the "Terrezzas Land" in the Motion for Summary Judgment on all Counts of the First Amended Complaint), executed and delivered by Defendants, the Company and the Terrezzas, which Mortgage was recorded on July 29, 2005, in Official Records Book 5693 and Page 799 of the Public Records of Escambia County, Florida, a copy of which is attached to the First Amended Complaint filed herein as Exhibit "D-1", as modified by that re-recorded Mortgage and Security Agreement recorded in Official Records Book 5938, Page 910 of the public records of Escambia County, Florida, attached to the First Amended Complaint filed herein as Exhibit "D-2", as modified by that Modification of Mortgage and Additional Advance Agreement dated April 30, 2007 and recorded in Official Records Book 6136, Page 699 of the public records of Escambia County, Florida attached to the First Amended Complaint filed herein as Exhibit "D-3" (hereafter collectively the "Mortgage"), which lien is prior, paramount and superior to all rights, claim, title, interest, liens, encumbrances and

**AS TO COUNT 1 (Foreclosure of the Mortgage), COUNT 2 (Suit on Note #1), COUNT 3 (Suit on Note #2), COUNT 4 (Suit on Guarantees for Note #1), COUNT 5 (Suit on Guarantees for Note #2), and COUNT 6 (Re-establish Note #2)**

4. That Plaintiff is due from the COMPANY, GUPTA and MOORE, jointly and severally, the following amounts under the Note #1 (as defined in the First Amended Complaint and attached thereto as Exhibit "B") and Mortgage sued upon:

Principal Due on Note #1	\$14,081,932.67
Interest through September 24, 2009	\$708,961.07
Interest from September 24, 2009 through February 6, 2012	\$5,597,278.88
Late Fees due under Note #1	\$5,000.00
2008 Property Taxes (for Parcels 1, 2, 3, 4, 5 and 6)	\$59,481.92
Subtotal Note #1	\$20,452,654.54

**FORECLOSURE COSTS**

1. Clerk's filing fee	\$2,461.50
2. Deposition Charges	\$4,784.80
3. Service of Process Charges	\$150.00
4. Postage and Express Mail	\$109.10
5. Title Search Expenses	\$125.00
6. Copy Charges	\$295.19
7. Online PACER Search	\$17.60
8. Court Reporter Fees for Hearings	\$905.25
9. Mediation Fee	\$787.50
10. Foreclosure Costs SubTotal:	\$9,635.94
JUDGMENT SUBTOTAL	\$20,462,290.48
ATTORNEYS' FEES	\$183,987.50
<b>JUDGMENT TOTAL UNDER NOTE #1</b>	<b>\$20,646,277.98</b>

with interest on Note #1 continuing to accrue after February 6, 2012 at the per diem rate of \$6,944.514741, until the date of this judgment, plus interest at the rate of four and three quarter (4.75%) percent per year pursuant to §55.03, Florida Statutes, from the date of this judgment until paid, plus any further sums in connection herewith, for all of which let execution issue.

5. That a copy of Note #2 (as defined in the First Amended Complaint and attached thereto as Exhibit "C") is hereby re-established pursuant to Fla. Stat. §673.3091 (2011), and the

Company, Gupta, Moore and the Terrezas may be collectively, individually and interchangeably referred to as "Defendants"); Defendants have been properly served or waived formal issuance of service of process, and all Defendants have filed an Answer to the First Amended Complaint filed by the Plaintiff. Proper notice of said hearing has been provided to the Defendants. This Court being fully advised and having considered the arguments, pleadings, applicable law and evidence before the Court finds that Plaintiff has sustained the allegations of the First Amended Complaint against the Defendants; and Plaintiff is entitled to the relief prayed for, and that the Court has jurisdiction to grant same. It is, therefore,

**ORDERED AND ADJUDGED** as follows:

1. This Court has jurisdiction of the parties in this cause and the subject matter hereof and has jurisdiction to render this judgment; further, that the allegations contained herein have been proved by competent evidence, and there are no material issues of fact or law. Plaintiff's Motion for Final Summary Judgment on all counts is **GRANTED**.

2. That the equities of this cause are with the Plaintiff and against the Defendants.

3. The Court finds that \$290.00, \$285.00, \$275.00, \$200.00, \$195.00, \$180.00, \$165.00, \$150.00 and 140.00 per hour is an appropriate and reasonable hourly rate to be charged by Plaintiff's attorneys in this action, that 808.8 hours is an appropriate and reasonable amount of time to be expended by attorneys in connection with this action, and 68.3 hours for paralegal time at \$85.00, \$75.00, \$70.00, \$60.00 and \$45.00 per hour is an appropriate and reasonable hourly rate and reasonable amount of time to be expended by the paralegals in connection with this action, and that no enhancement or reduction of the fee is appropriate. In awarding the same, the Court has considered all the criteria set forth in Florida Patients' Compensation Fund v. Rowe, 472 So. 2d 1145 (Fla. 1985).

**IN THE CIRCUIT COURT IN AND FOR ESCAMBIA COUNTY, FLORIDA**

**COASTAL BANK AND TRUST OF  
FLORIDA SUCCESSORY BY MERGER  
TO BANK OF PENSACOLA,**

**Plaintiff,**

**v.**

**Case No.: 2009 CA 3326**

**Division : C**

**THE RETREAT AT PERDIDO KEY, LLC,  
a Florida limited liability company; SUNIL GUPTA;  
DONALD WAYNE MOORE;  
GENE J. A. TERREZZA; ANTHONY  
TERREZZA; ASSUNTA L. TERREZZA**

**Defendants.**

**FINAL JUDGMENT IN FAVOR OF COASTAL BANK AND TRUST OF FLORIDA  
AND FINAL JUDGMENT OF FORECLOSURE**

THIS CAUSE came for hearing on June 15, 2012, upon the Motion for Summary Judgment filed by COASTAL BANK AND TRUST OF FLORIDA, successor by merger to BANK OF PENSACOLA, a division of SYNOVUS BANK, formerly known as Columbus Bank and Trust Company, as successor in interest through name change and by merger with Coastal Bank and Trust of Florida ("Plaintiff"), whose municipal address is 125 West Romana Street, 4<sup>th</sup> Floor, Pensacola, Florida 32502. The Defendants, THE RETREAT AT PERDIDO KEY, LLC, a Florida limited liability company (hereinafter the "Company"), whose address is 7465 N. Palafox Street, Pensacola, Florida 32503; SUNIL GUPTA (hereinafter "Gupta"), whose address is 111 Shoreline Drive, Gulf Breeze, Florida 32561; DONALD WAYNE MOORE (hereinafter "Moore"), whose address is 7465 N. Palafox Street, Pensacola, Florida 32503; GENE J. A. TERREZZA, whose address is 3195 Hyde Park Place, Pensacola, Florida 32503; ANTHONY TERREZZA, whose address is 4206 N. 12<sup>th</sup> Avenue, Pensacola, Florida 32503; and ASSUNTA L. TERREZZA, whose address is 4206 N. 12<sup>th</sup> Avenue, Pensacola, Florida 32503 (hereinafter Gene J. A. Terrezza, Anthony Terrezza and Assunta L. Terrezza shall collectively be referred to as the "Terrezzas") (the

Case: 2009 CA 003326



00001785600

Dkt: CA1036 Pg#:

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Recorded in Public Records 06/21/2012 at 12:12 PM OR Book 6873 Page 436,  
Instrument #2012048212, Ernie Lee Magaha Clerk of the Circuit Court Escambia  
County, FL

IN THE CIRCUIT COURT IN AND FOR ESCAMBIA COUNTY, FLORIDA

COASTAL BANK AND TRUST OF  
FLORIDA SUCCESSORY BY MERGER  
TO BANK OF PENSACOLA,

Plaintiff,

v.

THE RETREAT AT PERDIDO KEY, LLC,  
a Florida limited liability company; SUNIL GUPTA;  
DONALD WAYNE MOORE;  
GENE J. A. TERREZZA; ANTHONY  
TERREZZA; ASSUNTA L. TERREZZA

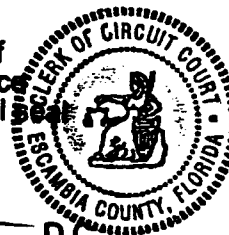
Defendants.

Case No.: 2009 CA 3326

Division : C

Certified to be a true copy of  
the original on file in this office.  
Witness my hand and official seal  
ERNIE LEE MAGAHA  
Clerk of the Circuit Court  
Escambia County, Florida

By: *[Signature]* D.C.  
Date: 6-21-2012



**FINAL JUDGMENT IN FAVOR OF COASTAL BANK AND TRUST OF FLORIDA  
AND FINAL JUDGMENT OF FORECLOSURE**

THIS CAUSE came for hearing on June 15, 2012, upon the Motion for Summary Judgment filed by COASTAL BANK AND TRUST OF FLORIDA, successor by merger to BANK OF PENSACOLA, a division of SYNOVUS BANK, formerly known as Columbus Bank and Trust Company, as successor in interest through name change and by merger with Coastal Bank and Trust of Florida ("Plaintiff"), whose municipal address is 125 West Romana Street, 4<sup>th</sup> Floor, Pensacola, Florida 32502. The Defendants, THE RETREAT AT PERDIDO KEY, LLC, a Florida limited liability company (hereinafter the "Company"), whose address is 7465 N. Palafox Street, Pensacola, Florida 32503; SUNIL GUPTA (hereinafter "Gupta"), whose address is 111 Shoreline Drive, Gulf Breeze, Florida 32561; DONALD WAYNE MOORE (hereinafter "Moore"), whose address is 7465 N. Palafox Street, Pensacola, Florida 32503; GENE J. A. TERREZZA, whose address is 3195 Hyde Park Place, Pensacola, Florida 32503; ANTHONY TERREZZA, whose address is 4206 N. 12<sup>th</sup> Avenue, Pensacola, Florida 32503; and ASSUNTA L. TERREZZA, whose address is 4206 N. 12<sup>th</sup> Avenue, Pensacola, Florida 32503 (hereinafter Gene J. A. Terrezza, Anthony Terrezza and Assunta L. Terrezza shall collectively be referred to as the "Terrezzas") (the

Case: 2009 CA 003326



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Dkt: CA1036 Pg#:

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179



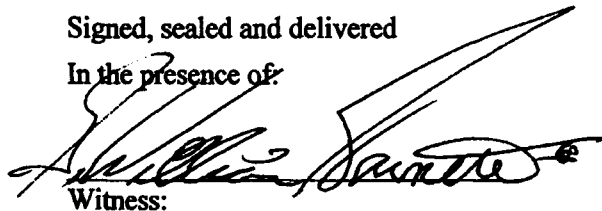
23. All of Assignor's right, title and interest in and to that certain Final Judgment in Favor of Coastal Bank and Trust of Florida and Final Judgment of Foreclosure dated June 15, 2012 recorded on June 21, 2012 in the records of the Clerk of the Circuit Court, Escambia County Florida in the case styled as follows: Coastal Bank and Trust of Florida as Successor by Merger to Bank of Pensacola, Plaintiff v. The Retreat at Perdido Key, LLC, a Florida limited liability company; Sunil Gupta, Donald Wayne Morre; Gene J.A. Terrezza, Anthony Terrezza; Assunta L. Terrezza, Defendants, Case Number 2009 CA 3326, Division C, Circuit Court In and for Escambia County, Florida

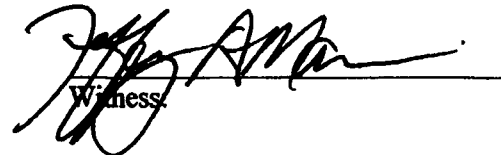
**SCHEDULE A**

1. Promissory Note from The Retreat at Perdido Key, LLC to Bank of Pensacola dated March 7, 2008 in the original principal amount of \$14,846,767.37
2. Promissory Note from Donald Wayne Moore and Sunil Gupta in favor of Bank of Pensacola dated March 6, 2008 in the original principal amount of \$2,000,000.00
3. Mortgage and Security Agreement from The Retreat at Perdido Key, LLC, Gene J.A. Terrezza, Assunta L. Terrezza and Anthony Terrezza to Bank of Pensacola dated July 28, 2005 and recorded in OR Book 5693, Page 799 in the Official Records of Escambia County, Florida, as re-recorded in OR Book 5938, Page 910, aforesaid records, as modified and amended by that certain Modification of Mortgage and Additional Advance Agreement dated April 30, 2007 and recorded in OR Book 6136, Page 699, aforesaid records
4. Assignment of Leases and Rents from The Retreat at Perdido Key, LLC in favor of Bank of Pensacola dated July 28, 2005 and recorded in OR Book 5693, Page 812, aforesaid records
5. Cross-Collateralization/Cross-Default Agreement dated April 27, 2007 by and between The Retreat at Perdido Key, LLC, Gene J.A. Terrezza, Assunta L. Terrezza, Anthony Terrezza, Donald W. Moore and The Bank of Pensacola
6. Commercial Security Agreement dated November 29, 2007 from Donald W. Moore in favor of Bank of Pensacola
7. Third Party Pledge Agreement from Donald Moore in favor of Bank of Pensacola dated July 28, 2005
8. Collateral Receipt dated July 28, 2005 for a Bank of Pensacola Certificate of Deposit No. 900936623 in the amount of \$1,000,000.00
9. Assignment of Accounts dated November 29, 2007
10. Environmental Indemnification Agreement dated July 28, 2005 from The Retreat at Perdido Key, LLC in favor of Bank of Pensacola
11. Collateral Assignment of Contract and License Rights dated July 28, 2005 by The Retreat at Perdido Key, LLC in favor of Bank of Pensacola
12. Guaranty of Sunil Gupta in favor of Bank of Pensacola dated March 7, 2008
13. Guaranty of Donald Wayne Moore in favor of Bank of Pensacola dated March 7, 2008
14. Guaranty of Donald Moore in favor of Bank of Pensacola dated November 29, 2007
15. Guaranty of Sunil [sic] Gupta in favor of Bank of Pensacola dated November 29, 2007
16. Unconditional and Irrevocable Guaranty of Payment from Brad B. Bolton in favor of Bank of Pensacola dated July 28, 2005
17. Agreement by and between The Retreat at Perdido Key, LLC, Brad Bolton, Sunil Gupta, Gene J.A. Terrezza, Assunta L. Terrezza, Anthony Terrezza, Donald W. Moore and The Bank of Pensacola dated March \_\_, 2006
18. Unconditional and Irrevocable Guaranty of Payment from Sunil Gupta in favor of Bank of Pensacola dated July 28, 2005
19. Unconditional and Irrevocable Guaranty of Payment from Donald Moore in favor of Bank of Pensacola dated July 28, 2005
20. Guaranty by Corporation of The Retreat at Perdido Key, LLC in favor of Bank of Pensacola dated March 6, 2008
21. Guaranty by Corporation of The Retreat at Perdido Key, LLC in favor of Bank of Pensacola dated April 27, 2007
22. Attorneys' Title Insurance Fund, Inc. Mortgagee Title Insurance Policy No. MP-3488794, as amended by that certain Endorsement No. 1, that certain Endorsement No. 2, that certain Endorsement No. 3 dated June 28, 2006, and that certain Endorsement No. 4 dated May 1, 2007

Signed, sealed and delivered

In the presence of:

  
Witness:

  
Witness:

ASSIGNEE:

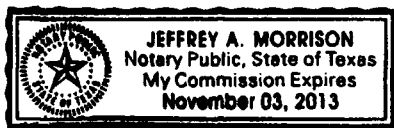
Florida Perdido Key Investments, LLC, a  
Texas limited liability company


By: Gary N Maxwell  
Name: GARY N MAXWELL  
Title: manager

STATE OF Texas

COUNTY OF Tarrant

Then personally appeared the above named Gary N. Maxwell, as  
Manager of Florida Perdido Key Investments, LLC, ("Assignee"), and  
acknowledged the foregoing instrument to be his free act and deed and the free act and deed of  
Assignee, before me.



  
Notary Public  
My commission expires:  
Acting in \_\_\_\_\_ County, \_\_\_\_\_

IN WITNESS WHEREOF, Assignor and Assignee have set their hands and affixed their seals to this Assignment effective as of the \_\_\_\_ day of November, 2012 (the "Effective Date").

Signed, sealed and delivered

**ASSIGNOR:**

In the presence of:

[Signature]  
Witness

[Signature]  
Witness

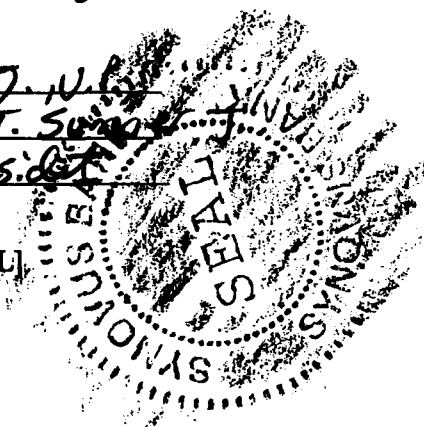
SYNOVUS BANK, a Georgia bank

By: [Signature]

Name: Joseph T. Summer Jr.

Title: Vice President

[BANK SEAL]

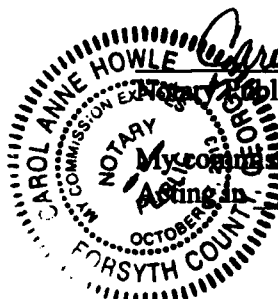


STATE OF GEORGIA

COUNTY OF FULTON

Then personally appeared the above named J.T. SUMNER JR., as VP of Synovus Bank ("Assignor"), and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of Assignor, before me.

Carol Anne Howle  
Notary Public  
My commission expires: 10-27-13  
Acting in FORSYTH County, GA



TRANSFERS, GRANTS, CONVEYS, and QUITCLAIMS unto Assignee all of the Assignor's right, title, interest and benefit to, in and under the Loan Documents and the sums payable thereunder, with interest from the Effective Date of this Assignment without representations or warranties, express or implied.

TO HAVE AND TO HOLD the same together with all rights, titles, interests, privileges, claims, demands and equities existing and to exist in connection therewith unto Assignee, its successors and assigns forever.

Assignor expressly waives and releases in favor of Assignee any and all rights that Assignor may now have or hereinafter have to establish or enforce any lien or security interest, if any, securing payment of the indebtedness arising pursuant to the Loans.

Assignor directs that all payments due under the Loan Documents subsequent to the Effective Date be made directly to Assignee.

Except as otherwise specifically stated in this Assignment, Assignor specifically disclaims any warranty, guaranty or representation, oral or written, past, present or future with respect to the Loan Documents, including, without limitation, (i) the validity, existence, or priority of any lien or security interest securing the Loans; (ii) the existence or basis for any claim, counterclaim, defense or offset relating to the Loans; (iii) the financial condition of Borrower; (iv) the compliance of the Loans with any laws, ordinances or regulations of any government or other body; (v) the condition of any collateral securing the Loans; (vi) the general assignability of the Loan Documents, and (vii) the future performance of the Borrower, the collateral or any guarantor of the Loan Documents. Assignee acknowledges and represents to Assignor that having been given the opportunity to undertake its own investigation of the Loan Documents, Assignee is relying solely on its own investigation of the Notes and Mortgages and not any information provided or to be provided by Assignor. The sale of the Loan Documents as provided for herein is made on an "AS IS," "WHERE IS" basis, with all faults, and Assignee, by acceptance of this Assignment, expressly acknowledges that **ASSIGNOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW RELATING TO THE LOAN DOCUMENTS, EXCEPT AS SPECIFICALLY SET FORTH HEREIN.** Notwithstanding anything to the contrary in the foregoing, Assignor represents and warrants to Assignee that Assignor is the holder of the Notes and Mortgages and has the right to assign same to Assignee.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement. Any signature page of this Agreement may be detached from any counterpart of this Agreement and reattached to any other counterpart of this Agreement identical in form hereto but having attached to it one or more additional signature pages.

After recording return to:

Cross Reference:  
OR Book 5938, Page 910  
OR Book 6136, Page 699  
OR Book 5693, Page 812  
Escambia County, Florida records

**ASSIGNMENT OF NOTES  
AND OTHER LOAN DOCUMENTS**

THIS ASSIGNMENT OF NOTE AND OTHER LOAN DOCUMENTS (the "Assignment") is made by SYNOVUS BANK, a Georgia bank, formerly known as Columbus Bank and Trust Company, as successor in interest through name change and by merger with Bank of Pensacola ("Assignor"), to and in favor of Florida Perdido Key Investments, LLC, a Texas limited liability company ("Assignee"), whose mailing address is 4600 Westbury Drive, Colleyville, Texas, 76034.

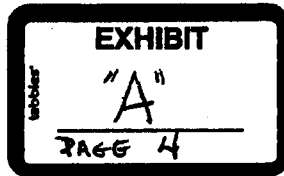
**RECITALS:**

A. Assignor is the owner and holder of those certain loans (the "Loans") evidenced by those certain Promissory Notes (the "Notes") payable to Assignor and delivered by The Retreat at Perdido Key, LLC and Donald Wayne Moore/Sunil Gupta (collectively the "Borrowers") which Promissory Notes are secured by those certain mortgages (the "Mortgages") recorded in the Escambia County, Florida records, and other documents and instruments, all of which may have been subsequently modified or amended all as more particularly described on Schedule "A" attached hereto (the "Schedule") and by this reference made a part hereof.

B. The Notes and the Mortgages, and any other documents evidencing and securing the Loan are hereinafter collectively referred to as the "Loan Documents".

**AGREEMENT:**

NOW, THEREFORE, for and in consideration of ten dollars (\$10.00), the covenants herein set forth, together with other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, Assignor SELLS, ASSIGNS, ENDORSES,



That part of Ayllon Avenue lying between Bayou Garcon and the North right of way line of Carrera Street as shown on the plat of Innerarity Heights, a subdivision of Tract "A", Section 14, Township 3 South, Range 32 West, Escambia County, Florida, according to the plat recorded in Deed Book 102 at Page 196 of the public records of said County.

That part of Carrera Street lying between the Western right of way line of Ayllon Avenue and the Eastern right of way line of Corina Street, f/k/a Alabama Road, as shown on the plat of Innerarity Heights, a subdivision of Tract "A", Section 14, Township 3 South, Range 32 West, Escambia County, Florida, according to the plat recorded in Deed Book 102 at Page 196 of the public records of said County.

That part of Corina Street, f/k/a Alabama Road, lying between Bayou Garcon and the North right of way line of Carrera Street, as shown on the plat of Innerarity Heights, a subdivision of Tract "A", Section 14, Township 3 South, Range 32 West, Escambia County, Florida, according to the plat recorded in Deed Book 102 at Page 196 of the public records of said County.

That portion of Ayllon Avenue lying between the North right of way line of Carrera Street and the North right of way line of Mirella Street as shown on the plat of Innerarity Heights, a subdivision of Tract "A", Section 14, Township 3 South, Range 32 West, Escambia County, Florida, according to the plat recorded in Deed Book 102, Page 196 of the public records of said county.

BK: 5693 PG: 811 Last Page

"EXHIBIT A"  
(page 3)

✓  
Parcel 7:

The West 50 feet of Lot 56 and the East 25 feet of Lot 57, Gulf Beach Subdivision, according to plat recorded in Plat Book 4, Page 52, of the Public Records of Escambia County, Florida.



EXHIBIT "A"  
(Page 2)

Parcel 5

Blocks 19 & 20, Innerarity Heights, Tract A, according to the plat thereof, recorded in Deed Book 102, Page 196, of the Public Records of Escambia County, Florida, together with a vacated road between Lots 19 and 20, as described in Official Records Book 1164, Page 33.

Parcel 6

The West 1/2 of Blocks 21, 22, & 23, plus those contiguous portions of the abandoned rights-of-way of Zaragoza and Carrera Street, Innerarity Heights Subdivision, Tract A, according to the plat thereof, recorded in Deed Book 102, Page 196 and 197, of the Public Records of Escambia County, Florida.

EXHIBIT "A"

Parcel 1

Lots 1, 2, 8, 10 and the Eastern 1/2 of Lots 3 and 8, Block 22 and 23 and the Eastern 1/2 of Block 21, plus those contiguous portions of the abandoned rights-of-way of Zaragoza and Carrera Streets, Innerarity Heights Subdivision, Tract "A", according to the plat thereof, recorded in Deed Book 102, Page 196 and 197, of the Public Records of Escambia County, Florida.

Parcel 2

Block 11 and 12, Innerarity Heights, a subdivision as shown on the plat recorded in Deed Book 102, page 196, of the public records of Escambia County, Florida,

AND the East 1/2 of that portion of Ortiz Avenue lying Northerly of the North Right-of-way line of Carrera Street and bounded on the East by Blocks 11 and 12 and on the West by Blocks 13 and 14 and bounded on the North by Bayou Garcon,

That portion of Zaragoza Street bounded on the East by the West right of way line of Segura Avenue (50' R/W) and on the West by the centerline of Vacated Ortiz Avenue (as vacated per D.R. Book 2187, at page 829 of the Public Records of the Public Records of Escambia County, Florida.

Parcel 3

BLOCK 13 AND 14, INNERARITY HEIGHTS, A SUBDIVISION AS SHOWN ON THE PLAT RECORDED IN DEED BOOK 102, PAGE 196 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

THE WEST HALF OF THAT PORTION OF ORTEZ AVENUE LYING NORTHERLY OF THE NORTH RIGHT OF WAY LINE OF CARRERA STREET AND BOUNDED ON THE EAST BY BLOCKS 11 AND 12 AND ON THE WEST BY BLOCKS 13 AND 14 AND BOUNDED ON THE NORTH BY BAYOU GARCON.

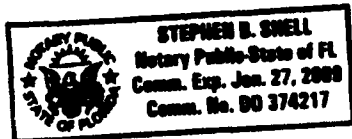
THAT PORTION OF ZARAGOZA STREET BOUNDED ON THE EAST BY THE CENTER LINE OF ORTEZ AVE. (VACATED 50' R/W) AND ON THE WEST BY THE EAST R/W OF CORONA ST. AS RECORDED IN D.R. BOOK 2187 AT PAGE 829 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA. Subject to assessments and restrictions of record, if any, which are specifically not extended or reimposed hereby. Subject to 1996 taxes and assessments.


Parcel 4

All of Block 18, Innerarity Heights, Tract A, according to the plat thereof, recorded in Deed Book 102, Pages 196 and 197, of the Public Records of Escambia County, Florida.

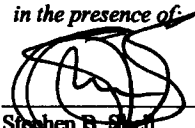
(continued)


liability company, on behalf of that company, who (X) are personally known to me or ( ) who produced a driver's license as identification.



  
NOTARY PUBLIC-STATE OF FLORIDA  
Name: Stephen B. Snell  
My Commission Expires: 1/27/2009

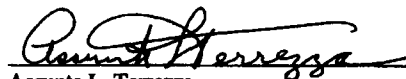
Signed, sealed and delivered  
in the presence of:

  
Stephen B. Snell

  
Matthew C. Hoffman

  
Gene J.A. Terrezza

  
Anthony Terrezza


  
Assunta L. Terrezza

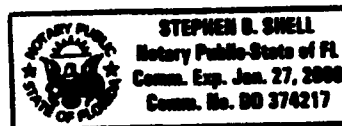
(SEAL)

STATE OF FLORIDA

COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of July, 2005, by Gene J.A. Terrezza, Anthony Terrezza and Assunta L. Terrezza, who ( ) are personally known to me or (X) who produced a driver's license as identification.

  
NOTARY PUBLIC-STATE OF FLORIDA  
Name: Stephen B. Snell  
My Commission Expires: 1/27/2009



Mortgaged Property. Mortgagee shall have all rights and remedies in respect to such property as is provided in the Florida Uniform Commercial Code. All of the terms, provisions and conditions of this Mortgage shall be applicable to such property prior to and after incorporation in or attachment to the Mortgaged Property.

24. **Reappraisal.** Notwithstanding any term or provision hereof to the contrary, if at any time and for any reason the Mortgagee in its sole discretion determines that the value of the Mortgaged Property may have declined or be less than Mortgagee previously anticipated, within sixty (60) days from Mortgagee's written request to Mortgagor therefor, Mortgagor shall provide to Mortgagee, at Mortgagor's sole cost and expense, a current appraisal of the Mortgaged Property to be ordered by the Mortgagee from an appraiser designated by Mortgagee and in form and content as required by Mortgagee. Mortgagor shall cooperate fully with any such appraiser and provide all such documents and information as such appraiser may request in connection with such appraiser's performance and preparation of such appraisal. Mortgagor's failure to promptly and fully comply with Mortgagee's requirements under this Paragraph 24 shall, without further notice, constitute an event of default under this Mortgage and other Loan Documents.

25. **Notice.** All notices provided for herein shall be sent by certified or registered-return receipt requested mail, addressed to the appropriate party at the address designated for such party in the preamble to this Mortgage, or such other address as the party who is to receive such notice may designate in writing. Notice shall be completed by depositing the same in a letter box or other means provided for the posting of mail addressed to the party with the proper amount of postage affixed thereto. Actual receipt of notice shall not be required to effect notice hereunder.

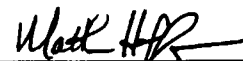
26. **Captions.** The captions of the Articles and Sections of this Mortgage are for the purpose of convenience only and are not intended to be a part of this Mortgage and shall not be deemed to modify, explain, enlarge or restrict any of the provisions hereof.

27. **WAIVER OF JURY TRIAL.** MORTGAGOR HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY RIGHT IT OR ANY GUARANTORS OF THE NOTE MAY HAVE TO A TRIAL BY JURY, WITH RESPECT TO ANY LITIGATION OR LEGAL PROCEEDINGS BASED ON, OR ARISING OUT OF THE NOTE, MORTGAGE, GUARANTY, OR OTHER LOAN DOCUMENTS, INCLUDING ANY COURSE OF CONDUCT, COURSE OF DEALINGS, VERBAL OR WRITTEN STATEMENTS, OR ACTIONS OR OMISSIONS OF ANY PARTY WHICH IN ANY WAY RELATES TO THE LOAN. THE PARTIES HERETO HAVE SPECIFICALLY DISCUSSED AND NEGOTIATED THIS WAIVER AND UNDERSTAND THE LEGAL CONSEQUENCES OF THIS PARAGRAPH.

IN WITNESS WHEREOF, the undersigned has executed this instrument the day and year above first written.

Signed, sealed and delivered  
in the presence of

  
Stephen B. Shell

  
Matthew C. Hoffman

The Retreat at Perdido Key, LLC

By:   
Brad T. Bolton, Managing Member

By:   
Sunil Gupta, Managing Member

(SEAL)

STATE OF FLORIDA

COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of July, 2005, by Brad T. Bolton and Sunil Gupta, the Managing Members of The Retreat at Perdido Key, LLC, a Florida limited

Ernie Lee Magaha  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY FLORIDA  
NOTE: 2006-07-05 07:55:00 at 06:05 PM  
OFF REC REC: 0000 PR: 700 - \$11 Doc Type: MTO  
RECORDING: \$112.00

MTG Stamp: \$54250.00 Int. Tax: \$91000.00

Prepared By:

Stephen B. Shell, of  
Shell, Fleming, Davis & Menge, P.A.  
Post Office Box 1831  
Pensacola, Florida 32591-1831  
SFD&M File No.: 82445, 00000

STATE OF FLORIDA

COUNTY OF ESCAMBIA

\* This Mortgage is being re-recorded to correct the  
legal description to include a page 4 to the  
Exhibit A legal description of this Mortgage.

**MORTGAGE AND SECURITY AGREEMENT** \*

THIS MORTGAGE, made this 28<sup>th</sup> day of July, 2005, between THE RETREAT AT  
PERDIDO KEY, LLC, whose address is 73 Whitebridge Road, Suite 103, Nashville, Tennessee 37205,  
GENE J.A. TERREZZA, a single man, ASSUNTA L. TERREZZA and ANTHONY TERREZZA,  
husband and wife, whose address is 3195 Hyde Park Place, Pensacola, Florida 32503 (all collectively  
referred to herein as "Mortgagor"), and BANK OF PENSACOLA, its successors and assigns  
("Mortgagee"), whose address is 400 West Garden Street, Pensacola, Florida 32502.

**WITNESSETH:**

WHEREAS, The Retreat at Perdido Key, LLC, a Florida limited liability company (referred to  
herein both as "Borrower" and as "Mortgagor"), is indebted to Mortgagee in the principal sum of Fifteen  
Million Five Hundred Thousand and 00/100 Dollars (\$15,500,000.00), together with interest thereon, as  
evidenced by that certain promissory note of even date herewith, executed by Borrower and delivered to  
Mortgagee, the final payment of which is due on the day set forth in said Promissory Note (the "Note",  
which term includes any modification, renewal, extension, consolidation or alteration thereof), which by  
reference is made a part hereof to the same extent as though set out in full herein; and

WHEREAS, Borrower is the owner of Parcels 1 through 6 as set forth on Exhibit "A" attached  
hereto and by this reference made a part hereof; and

WHEREAS, Gene J.A. Terrezza, Assunta L. Terrezza and Anthony Terrezza (sometimes referred  
to herein as "Terrezzas" or as "Mortgagor"), are the owners of Parcel 7 as set forth on Exhibit "A"  
attached hereto and by this reference made a part hereof; and

WHEREAS, Mortgagor, on behalf of itself (in the case of The Retreat at Perdido Key, LLC) and  
as an accommodation to Borrower (in the case of Terrezzas), and for good and valuable consideration, has  
agreed to pledge Mortgagor's property, as more particularly described herein, as additional collateral for  
Borrower's obligations under the Note;

NOW THEREFORE, to secure the performance by Borrower and Mortgagor of all covenants  
and conditions of the Note, any renewals, extensions, or modifications of said note, this Mortgage, and all  
other instruments securing the Note, and all existing or future notes, loans, guaranties, or other  
indebtedness owed by Borrower or Mortgagor, or either or any of them, to Mortgagee, including all  
future advances, obligatory or otherwise, notwithstanding that such indebtedness is secured by other  
mortgages, and including all expenses or obligations incurred by Mortgagee pursuant to any existing or  
future mortgage, loan or security agreement, and in order to charge the properties, interests and rights  
hereinafter described with such payment and performance and for and in consideration of the sum of Ten  
and No/100 Dollars (\$10.00), Mortgagor does hereby mortgage to Mortgagee and, where applicable,  
grant a security interest in:

**I. THE MORTGAGED PROPERTY**

(A) All of the land located in the State of Florida, as described on Exhibit A attached hereto  
and made a part hereof, and all additions of property to Exhibit A, to have and to hold the same, together  
with each and every building, structure, tenement, hereditament, open parking area improvement,  
easement, right, power, privilege, immunity and appurtenance thereunto belonging or in any wise  
appertaining and the reversion and reversions, remainder and remainders, and also the estate, right, title,  
interest, homestead, right of dower, separate estate, property, possession and claim whatsoever in law as  
well as in equity of Mortgagor of, in and to the same in every part and parcel thereof unto Mortgagee in  
fee simple. Notwithstanding the above, however, this Mortgage shall and does hereby specifically

50022175-10

Prepared by and Return To:  
Emerald Coast Title, Inc.  
811 North Spring Street  
Pensacola, Florida 32501  
(without benefit of title search)

[Space Above This Line For Recording Date]

## Quit Claim Deed

This Quit Claim Deed made this 27<sup>th</sup> day of July, 2005

Gene J.A. Terrezza, a single man  
whose post office address is: 4206 North 12<sup>th</sup> Avenue, Pensacola, FL 32503  
grantor:

Assunta L. Terrezza and Anthony Terrezza, wife and husband, and Gene J.A. Terrezza, a single man, joint  
tenants with right of survivorship  
whose post office address is: 4206 North 12<sup>th</sup> Avenue, Pensacola, FL 32503  
grantee:

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

WITNESSETH, that said grantor, for and in consideration of the sum TEN AND NO/100 DOLLARS (\$10.00) and  
other good and valuable consideration to said grantor in hand paid by said grantee, the receipt whereof is hereby  
acknowledged, does hereby remise, release, and quitclaim to the said grantee, and grantee's heirs and assigns  
forever, all the right, title, interest, claim and demand which grantor has in and to the following described land,  
situate, lying and being in Escambia County, Florida, to-wit:

The West 50 feet of Lot 56 and the East 25 feet of Lot 57, Gulf Beach Subdivision, according to  
plat recorded in Plat Book 4, Page 52, Public Records of Escambia County, Florida.

TO HAVE AND TO HOLD, the same together with all and singular the appurtenances thereto belonging or in  
anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of grantors, either  
in law or equity, for the use, benefit and profit of the said grantee forever.

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

Signed, sealed and delivered in our presence:

### WITNESSES:

Witness Signature: Deedra L. Lamy

Witness Print Name: Deedra L. Lamy

Witness Signature: Jenny Peck

Witness Print Name: Jenny Peck

STATE OF Florida  
COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of July, 2005,  
by Gene J.A. Terrezza who produced a driver's license as identification.



Deedra L. Lamy  
Notary Public

# SOUTHERN GUARANTY TITLE COMPANY

4400 BAYOU BLVD., SUITE 13-B, CORDOVA SQUARE  
PENSACOLA, FLORIDA 32503

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

Email: rcsgr@aol.com

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

CERTIFICATION: TITLE SEARCH FOR TDA

TAX DEED SALE DATE: 11-03-2014

TAX ACCOUNT NO.: 10-3535-000

CERTIFICATE NO.: 2012-7167

In compliance with Section 197.256, Florida Statutes, the following is a list of names and addresses of those persons, firms and/or agencies having legal interest in or claim against the above described property. The above referenced tax sale certificate is being submitted as proper notification of tax deed sale.

YES NO

- ☒ Notify City of Pensacola, P.O. Box 12910, 32521  
☒ Notify Escambia County, 190 Governmental Center, 32502  
☒ Homestead for \_\_\_\_\_ tax year.

Gene J.A. Terezza  
3195 Hyde Park Place  
Pensacola, FL 32503


Unknown Tenants  
14747 Perdido Key Dr.  
Pensacola, FL 32507

Coastal Bank & Trust  
formerly Bank of Pensacola  
125 West Roman St.  
Pensacola, FL 32502  
and its attorney Linda A. Hoffman  
801 W. Romana St., Ste A  
Pensacola, FL 32502

Florida Perdido Key Investments, LLC  
4600 Westbury Dr.  
Colleyville, TX 76034

Certified and delivered to Escambia County Tax Collector,  
this 4th day of August, 2014.

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.

**OWNERSHIP AND ENCUMBRANCE REPORT  
CONTINUATION PAGE**

File No.: 11382

August 4, 2014

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

1. Mortgage executed by Assunta L. Terrezza and Anthony Terrezza, wife and husband, and Gene J.A. Terezza, a single man to Coastal Bank & Trust formerly Bank of Pensacola, dated 07/28/2005 and recorded in Official Record Book 5693 on page 799 of the public records of Escambia County, Florida. given to secure the original principal sum of \$15,500,000.00. Corrected Mortgage recorded in O.R. Book 5938, page 910. Mortgage Modification recorded in O.R. Book 6136, page 699. Assignment of Mortgage to Florida Perdido Key Investments, LLC recorded in O.R. Book 6933, page 648. NOTE: Mortgage encumbers several parcels.
2. Foreclosure Judgment filed by Coastal Bank & trust formerly Bank of Pensacola recorded in O.R. Book 6873, pages 436 and 452.
3. Taxes for the year 2011-2013 delinquent. The assessed value is \$486,000.00. Tax ID 10-3535-000.

**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.



**OWNERSHIP AND ENCUMBRANCE REPORT  
LEGAL DESCRIPTION**

File No.: 11382

August 4, 2014

**The West 50 feet of Lot 56 and the East 25 feet of Lot 57, Gulf Beach Subdivision, as per plat thereof, recorded in Plat Book 4, Page 52, of the Public Records of Escambia County, Florida**

**Southern Guaranty Title Company**

4400 Bayou Boulevard, Suite 13B

Pensacola, Florida 32503

Telephone: 850-478-8121

Facsimile: 850-476-1437

14-765

**OWNERSHIP AND ENCUMBRANCE REPORT**

File No.: 11382

August 4, 2014

Escambia County Tax Collector

P.O. Box 1312

Pensacola, Florida 32591

Pursuant to your request, the Company has caused a search to be made of the Public Records of Escambia County, Florida, solely as revealed by records maintained from 08-04-1994, through 08-04-2014, and said search reveals the following:

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

Gene J.A. Terezza

2. The land covered by this Report is:

LEGAL DESCRIPTION IS ATTACHED HERETO AND MADE A PART HEREOF

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

SEE CONTINUATION PAGE ATTACHED HERETO AND MADE A PART HEREOF

4. Taxes:

SEE CONTINUATION PAGE ATTACHED HERETO AND MADE A PART HEREOF

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

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

Southern Guaranty Title Company

By: 

August 4, 2014

## WARNING

THERE ARE UNPAID TAXES ON PROPERTY WHICH YOU OWN OR IN WHICH YOU HAVE A LEGAL INTEREST. THE PROPERTY WILL BE SOLD AT PUBLIC AUCTION ON November 3, 2014, UNLESS THE TAXES ARE PAID. SHOULD YOU NEED FURTHER INFORMATION CONTACT THE CLERK OF THE CIRCUIT COURT IMMEDIATELY AT THE COUNTY COURTHOUSE IN PENSACOLA, FLORIDA, OR CALL 850-595-3793.

## NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That **BRIDGE TAX LLC – 447 US BANK** holder of **Tax Certificate No. 07167**, issued the **1st day of June, A.D., 2012** 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:

**W 50 FT OF LT 56 & E 25 FT OF LT 57 GULF BEACH S/D PB 4 P 52 OR 5684 P 424 OR 5689 P 965  
SEC 14/26/27/34/35 T3S R32W**

**SECTION 14, TOWNSHIP 3 S, RANGE 32 W**

**TAX ACCOUNT NUMBER 103535000 (14-765)**

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

**GENE J A TERREZZA and ANTHONY TERREZZA**

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 November, which is the **3rd day of November 2014**.

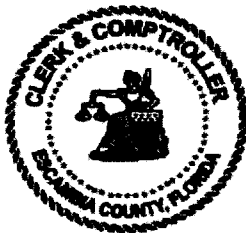
Dated this 2nd day of October 2014.

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.

### Personal Services:

**ANTHONY TERREZZA**  
3195 HYDE PARK PL  
PENSACOLA, FL 32503

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



By:  
Emily Hogg  
Deputy Clerk

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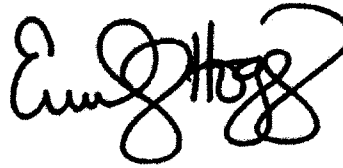
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PENSACOLA, FL 32503

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



By:   
Emily Hogg  
Deputy Clerk

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### Post Property:

**14747 PERDIDO KEY DR 32507**



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

By:  
Emily Hogg  
Deputy Clerk

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PAM CHILDERS  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY, FLORIDA

By:  
Emily Hogg  
Deputy Clerk

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

CERTIFICATE OF NOTICE OF MAILING  
NOTICE OF APPLICATION FOR TAX DEED

CERTIFICATE # 07167 of 2012

I, PAM CHILDERS, CLERK OF THE CIRCUIT COURT OF ESCAMBIA COUNTY, FLORIDA, do hereby certify that I did on October 2, 2014, mail a copy of the foregoing Notice of Application for Tax Deed, addressed to:

GENE J A TERREZZA 3195 HYDE PARK PL PENSACOLA, FL 32503	ANTHONY TERREZZA 3195 HYDE PARK PL PENSACOLA, FL 32503
GENE J A TERREZZA C/O TENANTS 14747 PERDIDO KEY DR PENSACOLA FL 32507	COASTAL BANK & TRUST FORMERLY BANK OF PENSACOLA 125 WEST ROMAN ST PENSACOLA FL 32502
LINDA A HOFFMAN 801 W ROMANA ST STE A PENSACOLA FL 32502	FLORIDA PERDIDO KEY INVESTMENTS LLC 4600 WESTBURY DE COLLEYVILLE TX 76034

WITNESS my official seal this 2nd day of October 2014.



PAM CHILDERS  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY, FLORIDA

By:  
Emily Hogg  
Deputy Clerk