Application Number: 140172

Notice to Tax Collector of Application for Tax Deed

TO: Tax Collector of Escambia County

In accordance with Florida Statutes, I,

HMF FL G, LLC AND CAPITAL ONE

PO BOX 54291

NEW ORLEANS, Louisiana, 70154

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

Certificate No. 11442.0000

Parcel ID Number

17-0003-395

Date 06/01/2012

Legal Description

UNIT 1406 PORTOFINO TOWER THREE

CONDOMINIUM ALSO .005561 INT IN COMMON ELEMENTS PARKING SPACE 9 STORAGE AREA 9

OR 5398 P 703

2013 TAX ROLL

PLATANO ANTHONY A & PLATANO PAMELA A PO BOX 4587
DANBURY, Connecticut 06813

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.

Gintdareo (Ginny Donaghy)

04/23/2014

TAX COLLECTOR'S CERTIFICATION

Application Date/Number APR 29, 2014 10477

This is to certify that the holder listed below of Tax Sale Certificate Number 2012/ 11442.000, Issued the 01st day of June, 2012, and which encumbers the following described property in the county of Escambia County Tax Collector State of Florida, to-wit: 17-0003-395

Cert HMF FL G, LLC AND CAPITAL ONE

Holder PO BOX 54291

NEW ORLEANS LA 70154

Property Owner PLATANO ANTHONY A & PLATANO PAMELA A

PO BOX 4587

DANBURY CT 06813

UNIT 1406 PORTOFINO TOWER THREE CONDOMINIUM ALSO .005561 INT IN COMMON ELEMENTS PARKING SPACE 9

STORAGE AREA 9

17. Total Amount to Redeem

OR 5398 P 703

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 Application:

Certificate	Date of Sale	Face Amount	T/C Fee	Interest	Total
2012/ 11442.000	06/01/2012	6,912.61	0.00	345.63	7,258.24
2012/ 11443.000	06/01/2012	12,214.89	0.00	610.74	12,825.63

Certificates Redeemed by Applicant in Connection With This Tax Deed Application or included (County) in connection with this Tax Deed Application:

Certificate Date of Sale Face Amount T/C Fee Interest Total

Certifi	cate	Date of Sale	Face Amount	T/C Fee	Interest	Total
2012/	11440.000	06/01/2012	10,066.06	6.25	503.30	10,575.61
2012/	11441.000	06/01/2012	3,004.70	6.25	150.24	3,161.19

 Total of all Certificates in Applicant's Possession and Cost of the Certificates Redeemed by Applicant or included (County) 	33,820.67
2. Total of Delinquent Taxes Paid by Tax Deed Applicant	
3. Total of Current Taxes Paid by Tax Deed Applicant .{ }	
4. Ownership and Encumbrance Report Fee	250.00
5. Total Tax Deed Application Fee	75.00
6. Total Certified By Tax Collector To Clerk of Court	34,145.67
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. Total of Lines 12 thru 14 (Statutory Opening Bid)	
16. Redemption Fee	6.25

* Done this the 29th day of April, 2014

TAX COLLECTOR OF Escambia County Tax Collector County

Senior Deputy

CFCA

BK: 5936 PG: 213 Last Page

G1573149

SCHEDULE A

THE FOLLOWING DESCRIBED REAL PROPERTY LYING AND BEING SITUATED IN ESCAMBIA COUNTY, FLORIDA, TO-WIT:

UNIT 1406, PORTOFINO TOWER, A CONDOMINIUM, ACCORDING TO THE DECLARATION OF CONDOMINIUM THEREOF, AS RECORDED IN OFFICIAL RECORDS BOOK 5378, PAGE(S) 615, ET SEQ., OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; AND ANY AMENDMENTS THERETO; TOGETHER WITH AN UNDIVIDED INTEREST IN AND TO THOSE COMMON ELEMENTS APPURTENANT TO SAID UNIT IN ACCORDANCE WITH AND SUBJECT TO THE COVENANTS, CONDITIONS, RESTRICTIONS, TERMS AND OTHER PROVISIONS OF THAT DECLARATION OF CONDOMINIUM.

KNOWN: 3 PORTOFINO DR STE 1406

MORTGAGE (Continued)

Page 7

Credit Agreement. The words "Credit Agreement" mean the credit agreement dated June 2, 2006, with credit limit of \$100,000.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The final maturity date of the Credit Agreement is June 2, 2026. NOTICE TO GRANTOR: THE CREDIT AGREEMENT CONTAINS A VARIABLE INTEREST RATE.

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances Environmental Laws. The words "Environmental Laws" mean any and all state, recent and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9801, at seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, at seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, at seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

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

Existing indebtedness. The words "Existing Indebtedness" mean the indebtedness described in the Existing Liens provision of this Mortgage

Grantor. The word "Grantor" means ANTHONY A PLATANO and PAMELA A PLATANO.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential bezard to human health or the anytroment when improperly used, treated, stored, disposed of, generated, manufactured transported formation wise handled. The words "Hazardous Substances" are used in their very broadest sense and include virtually language on the substances, materials or waste as defined by or listed under the Environmental language or toxic substances, materials or waste as defined by or listed under the Environmental language or toxic substances, without limitation, petroleum and petroleum by-products or any fraction thereof and active materials without limitation, petroleum and petroleum by-products or any fraction thereof and active materials without limitation, petroleum and petroleum by-products or any fraction thereof and active materials without limitation, petroleum and petroleum by-products or any fraction thereof and active materials without limitation, petroleum and petroleum by-products or any fraction thereof and active materials without limitation, petroleum and petroleum by-products or any fraction thereof and active materials without limitation without limitation, petroleum and petroleum by-products or any fraction thereof and active materials are used in the later and the later and l

Indebtedness. The word "Indebtedness" means all principal and interest payable under the Credit Agreement and any amounts Indebtsdness. The word "Indebtedness" means all principal and interest payable under the Credit Agreement and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to enforce obligations of Grantor under this Agreement, together with interest on such amounts as provided in this Agreement, and any and all other present or future, direct or contingent liabilities or indebtedness of any person who signs the Credit Agreement to the Lender of any nature whatsoever, whether classified as secured or unsecured, except that the word "Indebtedness" shall not include any debt subject to the disclosure requirements of the Federal Truth-In-Lending Act if, at the time such debt is incurred, any legally required disclosure of the lien afforded hereby with respect to such debt shall not have been made.

Lender. The word "Lender" means AmSouth Bank, its successors and assigns. The words "successors or assigns" mean any person or company that acquires any interest in the Credit Agreement.

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

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

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

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

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental resease occurrence. The words related occurrence insent all promisery rates, death agreements, near agreements, mortgages, deads of trust, executivy deads, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

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

WAIVER OF FUTURE ADVANCES UNDER PRIOR MORTGAGE. Grantor hereby agrees that the principal indebtedness secured by any mortgages or security agreements which are senior to the lien of this Mortgage shall not exceed the amount which upon the date of the execution of this Mortgage has actually been advanced and is secured by each such prior mortgage and security agreement. As principal indebtedness of such prior mortgages or security agreements is reduced, the maximum amount that may be secured thereby shall also be reduced to the then outstanding principal belance(s). Grantor hereby waives the right to receive any additional or future advances under any such prior mortgages or security agreements. This paragraph shall constitute the notice required by Florida Statutes Section '697.04(b).

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

GRANTOR:

X ANTHONY A PLATANO

X PANULA A CHULAN

PAMELA A PLATANO

WITNESSES:

X Melissa Plack

X Gyrthu A Caux CINDY A. DAVIS

Recorded in Public Records 06/26/2006 at 12:36 PM OR Book 5936 Page 205, Instrument #2006064227, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording \$78.00 MTG Stamps \$350.00 Int. Tax \$200.00

WHEN RECORDED MAIL TO:

PLATANO, ANTHONY A

Record and Return To: Fisery Lending Solutions 500A N. John Rhodes Blvd Melbourne, FL 32934

This Mortgage prepared by:

2006/37165 3380 32 71320003 63767

Name: Jennifer Bustillos

Company: AmSouth Bank Address: P.O. BOX 830721, BIRMINGHAM, AL 35283

MORTGAGE

FOR USE WITH SECURED REVOLVING CREDIT AGREEMENT

MAXIMUM LIEN. The total amount of indebtedness secured by this Mortgage may decrease or increase from time to time, but the maximum amount of principal indebtedness which may be outstanding at any one time shall not exceed \$100,000.00., plus interest, and amounts expended or advanced by Lender for the payment of taxes, levies or insurance on the Property, and interest on such amounts.

THIS MORTGAGE dated June 2, 2006, is made and executed between ANTHONY A PLATANO, whose address is 77 SHADDUCK RD, MIDDLEBURY, CT 06762 and PAMELA A PLATANO, whose address is 77 SHADDUCK RD, MIDDLEBURY, CT 06762; husband and wife (referred to below as "Grantor") and AmSouth Bank, whose address is 400 Gulf Breeze Parkway, Gulf Breeze, FL 32561 (referred to below as "Lender").

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

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

The Real Property or its address is commonly known as 3 PORTIFINO DR STE 1406, PENSACOLA BEACH, FL 32561.

REVOLVING LINE OF CREDIT. This Mortgage secures the Indebtedness including, without limitation, a revolving line of credit under which, upon request by Borrower, Lender, within twenty (20) years from the date of this Mortgage, may make future advances to Borrower. Such future advances, together with Interest thereon, are secured by this Mortgage. Such advances may be made, repeid, and remade from time to time, subject to the limitation that the total outstanding balance owing at any one time, not including finance charges on such balance at a fixed or variable rate or sum as provided in the Credit Agreement, any temporary overages, other charges, and any amounts expended or advanced as provided in either the indebtedness paragraph or this paragraph, shall not exceed the Credit Limit as provided in the Credit Agreement. It is the intention of Grantor and Lender that this Mortgage secures the balance outstanding under the Credit Agreement from time to time from zero up to the Credit Limit as provided in the Credit Agreement and any intermediate balance.

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

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDESTEDNESS AND (B) PERFORMANCE OF EACH OF GRANTOR'S AGREEMENTS AND OBLIGATIONS UNDER THE CREDIT AGREEMENT WITH THE CREDIT LIMIT OF \$100,000.00, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

GRANTOR'S WAIVERS. Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that: (a) this Mortgage is executed at Borrower's request and not at the request of Lender; (b) Grantor has the full power, right, and authority to enter into this Mortgage and to hypothecate the Property; (c) the provisions of this Mortgage do not conflict with, or result in a default under any agreement or other instrument binding upon Grantor and do not result in a violation of any law, regulation, court decree or order applicable to Grantor; (d) Grantor has established adequate means of obtaining from Borrower on a continuing basis information bout Borrower's financial condition; and (e) Lender has made no representation to Grantor about Borrower (including without limitation the creditworthiness of Borrower).

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Borrower shall pay to Lender all Indebtedness secured by this Mortgage as it becomes due, and Borrower and Grantor shall strictly perform all Borrower's and Grantor's obligations under this Mortgage.

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

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

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

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership

EXHIBIT "A"

CONDOMINIUM PARCEL: Unit 1406, Portofino Tower Three, a Condominium (the "Condominium"), according to the Declaration of Condominium of Portofino Tower Three, a Condominium recorded in Official Records Book 5378, Page 615, of the public records of Escambia County, Florida, as modified and amended from time to time, (herein "Declaration of Condominium"), which Condominium has been established upon a portion of the subleasehold estate created by and described in that certain Development Sublease Agreement between Gary Work, as Trustee of the Pensacola Beach Land Trust ("Sublessor"), and Island Resort Development, Inc., a Florida corporation ("Sub-Sublessor"), dated March 21, 2003, and recorded in Official Records Book 5100, at Page 671, of the public records of Escambia County, Florida, (the "Sublease"), which is a sublease of a portion of the leasehold estate created by and described in that certain Development Lease Agreement ("Lease") wherein Santa Rosa Island Authority, an agency of Escambia County, Florida, is the Lessor ("Lessor"), and Gary Work, as Trustee of the Pensacola Beach Land Trust is the lessee, and which is dated effective as of July 1, 1997, and recorded in Official Records Book 4180, Page 1985, of the public records of Escambia County, Florida, (the "Master Lease"), together with an undivided interest in and to the common elements as described in the Declaration of Condominium appurtenant thereto, all in accordance with and subject, however, to all of the provisions of the Declaration of Condominium, and further together with:

- (1) Parking space number(s) 9, and
- (2) Storage area number 9,

as limited common elements specifically assigned by Sub-Sublessor, which parking spaces and storage areas, respectively, shall not be transferred to any other unit owner separate from ownership of the Unit above.

OR BK 5398 PGO 725 Escambia County, Florida INSTRUMENT 2004-234805

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it. Signed, sealed and delivered in the presence of: (Seal) -Borrower Witness: Stephne L. Watts 77 SHADDUCK ROAD CT 06762 MIDDLEBURY Witness: Christina L. Cutting 77 SHADDUCK ROAD MIDDLEBURY CT 06762 (Address) (Seal) (Seal) -Borrower -Borrower THREE PORTOFINO DRIVE T3-1406 PENSACOLA BRACH FL 32561 (Address) (Address) (Seal) (Seal) -Borrower -Borrower THREE PORTOFINO DRIVE T3-1406 (Address) PENSACOLA BRACH FL 32561 (Address) (Seal) (Seal) -Borrower -Borrower (Address) (Address)

-6(FL) (0005)

Page 15 of 16

Form 3010 1/01

by Anthony A. Platano, her attorney-in-fact pursuant to that certain Power of Attorney dated April 13, 2004

- (O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.
- (P) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to [Type of Recording Jurisdiction] Lender, the following described property located in the COUNTY [Name of Recording Jurisdiction]: of ESCAMBIA SEE ATTACHED

*SEE ADJUSTABLE RATE RIDER THIS IS A PURCHASE MONEY SECURITY INSTRUMENT.

Parcel ID Number: THREE PORTOFINO DRIVE T3-1406 PRNSACOLA BEACH ("Property Address"):

which currently has the address of [Street] [Zip Code] [City], Florida 32561

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

Initials: AP 14 Lr AB ar Lango A

-6(FL) (0005)

Page 3 of 16

Form 3010 1/01

Lender's address is P.O. BOX 10304, DES MOINES, IA 503060304

• • • •

-6(FL) (0005)

Lender is the mortgagee under this Security Instrument.
(D) "Note" means the promissory note signed by Borrower and dated APRIL 19, 2004 .
The Note states that Borrower owes Lender THREE HUNDRED NINETY FOUR THOUSAND TWO
HUNDRED SEVENTY SIX AND 00/100 Dollars
(U.S. \$****394,276.00) plus interest. Borrower has promised to pay this debt in regular Periodic
Payments and to pay the debt in full not later than MAY 01, 2034 .
(E) "Property" means the property that is described below under the heading "Transfer of Rights in the
Property."
(F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges
due under the Note, and all sums due under this Security Instrument, plus interest.
(G) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following
Riders are to be executed by Borrower [check box as applicable]:
X Adjustable Rate Rider Condominium Rider Second Home Rider
Balloon Rider Planned Unit Development Rider 1-4 Family Rider
VA Rider Biweekly Payment Rider Other(s) [specify] .
(H) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations,
ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final,
non-appealable judicial opinions.
(I) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other
charges that are imposed on Borrower or the Property by a condominium association, homeowners
association or similar organization.
(J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by
check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic
instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit
or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller
machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse
transfers.
(K) "Escrow Items" means those items that are described in Section 3.
(L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid
by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i)
damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the
Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the
value and/or condition of the Property.
(M) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on,
the Loan.
(N) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the
Note, plus (ii) any amounts under Section 3 of this Security Instrument.
/
Page 2 of 16 Initials: 10/1/2 Form 3010 1/01
-6(FL) (0005) Page 2 of 16 Form 3010 1/01

EMONICEXXX WELLS FARGO HOME MORTGAGE, INC. 3601 MINNESOTA DR. SUITE 200

BLOOMINGTON, MN 55435

OR BK 5398 PGO 711 Escambia County, Florida INSTRUMENT 2004-234805

NTG BOC STAMPS PD & ESC CO \$1380.05 05/04/04 ERNIE LEE NAGANA, CLERK

INTANGIBLE TAX PD & ESC CO \$ 788.55 05/04/04 ERNIE LEE MAGANA, CLERK

This document was prepared by: WELLS FARGO HOME MORTGAGE, INC.

7900 XERXES AVENUE,, BLOOMINGTON, MN 554310000 LINDA HAAS

-[Space Above This Line For Recording Data]-

After Recording Return To: Gulf Coast Title Partners LLC 1403 East Belmont Street Pensacola, FL 32501 cc/slwwT3-1406

MORTGAGE

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated APRIL 19, 2004 together with all Riders to this document.

(B) "Borrower" is ANTHONY A. PLATANO AND PAMELA A. PLATANO, HUSBAND AND WIFE

Borrower is the mortgagor under this Security Instrument.
(C) "Lender" is WELLS FARGO HOME MORTGAGE, INC.

Lender is a CORPORATION organized and existing under the laws of THE STATE OF CALIFORNIA

0038880373

FLORIDA-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3010 1/01

 Labor Consumer Price Index (or the cost-of-living index of some other appropriate government agency) such adjustments to be made every Five (5) years in each calendar year that is divisible by five (5). Notwithstanding any provision hereof, this instrument is a conveyance of a sub-subleasehold interest for a term of years only and is subject to sooner termination for breach; this instrument does not constitute a conveyance of the fee simple title to the property, nor is it the intent of the parties hereto to convey a fee simple title to Sub-Sublessee, and all parties recognize that it is beyond the power of the Sub-Sublessor to convey such a title to county-owned property. The annual Sub-Sublease fee will in no case be less than \$1,193.04. In addition, and only if applicable, the Sub-Sublessee shall pay to the Sub-Sublessor any percentage rental due the Santa Rosa Island Authority on account of gross receipts or commissions, if any, derived from all sources from the demised premises for payment to the Santa Rosa Island Authority as required by the "Master Lease", which Master Lease is more particularly described as follows: Development Lease Agreement effective as of July 1, 1997, between the Santa Rosa Island Authority as the Lessor and Gary Work, as Trustee of the Pensacola Beach Land Trust, as Lessee, and recorded in Official Records Book 4180, Page 1985, of the public records of Escambia County, Florida.

SECTION III USE OF PROPERTY

The above-described property is sub-subleased to Sub-Sublessee for use as residential property only.

SECTION IV TITLE TO IMPROVEMENTS

Title to any building or improvements of a permanent character that presently exists or that are hereafter erected or placed upon the demised premises shall be vested or forthwith vest in Escambia County, Florida, subject, however, to the term of years granted to Sub-Sublessee by the terms of this Sub-Sublease and to any renewal rights properly exercised thereunder. Sub-Sublessee acknowledges that it shall have no right to remove such fixed and permanent improvements from the sub-subleasehold property.

SECTION V DESTRUCTION OF PREMISES

In the event of damage to or destruction of any buildings or improvements constructed on the premises by fire, windstorm, water or any other cause whatsoever, Sub-Sublessee shall at no cost to Sub-Sublessor, and in accordance with the terms, provisions and requirements of the Declaration of Condominium, repair or rebuild, or cause to be repaired or rebuilt, such buildings or improvements so as to place the same in as good and tenantable condition as they were in before the event causing such damage or destruction, or take such other action as is required by the Declaration of Condominium. Failure to comply with the terms, provisions and requirements of the Declaration of Condominium shall constitute a breach of this Sub-Sublease. Subject to priority in favor of any mortgagee under a mortgage clause, all insurance proceeds for loss or damage to any improvements on the demised premises shall be payable to the Sub-Sublessor and Sub-Sublessee jointly to assure the repair or replacement of such improvements and/or leveling and cleaning of the demised premises. Subject to the terms, provisions and requirements of the Declaration of Condominium, Sub-Sublessor shall have a lien on all such insurance proceeds, regardless of whether it is named in the insurance policy, subordinate only to the claim of any mortgagee under a mortgage clause to enforce the intent of the foregoing provision. If Sub-Sublessee fails and refuses to repair or replace such improvements or fails and refuses to comply with the terms, provisions and requirements of the Declaration of Condominium, and abandons this Sub-Sublease, the Sub-Sublessor may retain that portion of the proceeds, if any, above the amount due any mortgagee under any insurance mortgage clause, as compensation for its cost of restoring the demised premises to a tenantable condition and on account of the termination of this Sub-Sublease.

Sub-Sublessee also agrees to maintain adequate flood, wind, fire, and casualty insurance covering all such damage or destruction in an amount and with a company acceptable to the Sub-Sublessor, through the Association provided for in the Declaration of Condominium, and in accordance with the requirements of the Declaration of Condominium. Proof of insurance must be provided to the Sub-Sublessor on a yearly basis.

SECTION VI INDEMNITY

All property of every kind which may be on the demised premises during the term of this Sub-Sublease shall be at the sole risk of the Sub-Sublessee, or those claiming under Sub-Sublessee, and Sub-Sublessor shall not be liable to Sub-Sublessee, or any other person or property in or upon the

OR BK 5398 PGO703 Escambia County, Florida INSTRUMENT 2004-234804

BEED BOC STAMPS PD & ESC CO \$3450.30 05/04/04 ERNIE LEE MAGAMA, CLERK

This Instrument Prepared by/Return to: Gulf Coast Title Partners, LLC 1403 East Belmont Street Pensacola, Florida 32501 Attention: Stephne L. Watts 850-202-6938 GCTP File No.: T3-1406

SUB-SUBLEASE AGREEMENT PORTOFINO TOWER THREE, A CONDOMINIUM, UNIT 1406

THIS SUB-SUBLEASE AGREEMENT dated April 19, 2004, entered into by and between ISLAND RESORTS DEVELOPMENT, INC., a Florida corporation, which has its principal place of business at Ten Portofino Drive, Pensacola Beach, Florida 32561, herein called Sub-Sublessor, and Anthony A. Platano and Pamela A. Platano, husband and wife, herein called "Sub-Sublessee," whether singular or plural, whose address is 77 Shadduck Road, Middlebury, CT. 06762.

SECTION I LEGAL DESCRIPTION

The Sub-Sublessor does hereby grant, demise and sub-sublease to the Sub-Sublessee, in consideration of the rents and covenants herein reserved and contained, certain property on Santa Rosa Island, in Escambia County, Florida, described as follows:

CONDOMINIUM PARCEL: Unit 1406, Portofino Tower Three, a Condominium (the "Condominium"), according to the Declaration of Condominium of Portofino Tower Three, a Condominium recorded in Official Records Book 5378, Page 615, of the public records of Escambia County, Florida, as modified and amended from time to time, (herein "Declaration of Condominium"), which Condominium has been established upon a portion of the subleasehold estate created by and described in that certain Development Sublease Agreement between Gary Work, as Trustee of the Pensacola Beach Land Trust ("Sublessor"), and Island Resort Development, Inc., a Florida corporation ("Sub-Sublessor"), dated March 21, 2003, and recorded in Official Records Book 5100, at Page 671, of the public records of Escambia County, Florida, (the "Sublease"), which is a sublease of a portion of the leasehold estate created by and described in that certain Development Lease Agreement ("Lease") wherein Santa Rosa Island Authority, an agency of Escambia County, Florida, is the Lessor ("Lessor"), and Gary Work, as Trustee of the Pensacola Beach Land Trust is the lessee, and which is dated effective as of July 1, 1997, and recorded in Official Records Book 4180, Page 1985, of the public records of Escambia County, Florida, (the "Master Lease"), together with an undivided interest in and to the common elements as described in the Declaration of Condominium appurtenant thereto, all in accordance with and subject, however, to all of the provisions of the Declaration of Condominium, and further together with:

- (1) Parking space number(s) 9, and
- (2) Storage area number 9,

as limited common elements specifically assigned by Sub-Sublessor, which parking spaces and storage areas, respectively, shall not be transferred to any other unit owner separate from ownership of the Unit above.

To have and to hold the said premises unto the Sub-Sublessee for and during the full unexpired term of that certain Development Sublease Agreement dated March 21, 2003, between Gary Work, as Trustee of the Pensacola Beach Land Trust ("Sublessor"), and Island Resorts Development, Inc., recorded in Official Records Book 5100, Page 671, of the public records of Escambia County, Florida, which Sublease expires, according to its terms, on June 30, 2096, and together with any renewals thereof.

SECTION II RENT

Sub-Sublessee covenants and agrees to pay, and the Sub-Sublessor hereby reserves, an annual rental of \$1,193.04 payable annually in advance, receipt of the first year's rental being hereby acknowledged. Sub-Sublessee acknowledges his understanding that the annual rental for other units within other Portofino Condominium Towers may be higher than \$1,193.04. Said assessment is subject to adjustment to reflect changes in cost of living, if any, in accordance with the U.S. Department of

SOUTHERN GUARANTY TITLE COMPANY

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

TEL. (850) 478-8121

FAX (850) 476-1437

Email: rcsgt@aol.com

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

CERTIFICATION: TITLE SEARCH FOR TDA

FAX DEED SALE DATE: 11-03-2014	
TAX ACCOUNT NO.: 17-0003-395	· .
CERTIFICATE NO.: 2012-11442	·

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 22521
	X Notify City of Pensacola, P.O. Box 12910, 32521
	X Notify Escambia County, 190 Governmental Center, 32502
	Notify Escambia Councy, 190
	X Homestead for tax year.

Anthony A. Platano Pamela A. Platano P.O. Box 4587 Danbury, CT 06813

Regions Bank formerly AmSouth Bank P.O. Box 830721 Birmingham, AL 35283

Unknown Tenants 3 Portofino Dr., Unit 1406 Pensacola Beach, FL 32561

Portofino Tower Three HOA at Pensacola Beach Ten Portofino Dr. Pensacola Beach, FL 32561

Wells Fargo Home Mortgage, Inc. P.O. Box 10304 Des Moines, IA 50306

SRIA P.O. Box 1208

Pensacola Beach, FL 32562 Certified and delivered to Escambia County Tax Collector, this 14th 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.: 11436 August 14, 2014

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

- 1. That certain mortgage executed by Anthony A. Paltano and Pamela A. Platano, husband and wife in favor of Wells Fargo Home Mortgage, Inc. dated 04/19/2004 and recorded 05/04/2004 in Official Records Book 5398, page 711 of the public records of Escambia County, Florida, in the original amount of \$394,276.00.
- 2. That certain mortgage executed by Anthony A. Paltano and Pamela A. Platano, husband and wife in favor of Regions Bank formerly AmSouth Bank dated 06/02/2006 and recorded 06/26/2006 in Official Records Book 5936, page 205 of the public records of Escambia County, Florida, in the original amount of \$100,000.00.
- 3. Subject to interest of Portofino Tower Three Homeowners Association at Pensacola Beach.
- 4. Subject to terms and conditions of any controlling Santa Rosa Island leases, subleases, lease assignments or condominium documents applicable to this parcel.
- 5. Taxes for the year 2005-2008 delinquent. The assessed value is \$299,745.00. Tax ID 17-0003-395.

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.: 11436 August 14, 2014

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- (2) Storage area number 9.

as limited common elements specifically assigned by Sub-Sublessor, which parking spaces and storage areas, respectively, shall not be transferred to any other unit owner separate from ownership of the Unit above.

Southern Guaranty Title Company

14-787

4400 Bayou Boulevard, Suite 13B

Pensacola, Florida 32503 Telephone: 850-478-8121 Facsimile: 850-476-1437

OWNERSHIP AND ENCUMBRANCE REPORT

File No.: 11436 August 14, 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 08-13-1994, through 08-13-2014, and said search reveals the following:

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

Anthony A. Paltano and Pamela A. Platano, husband and wife

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

August 14, 2014

STATE OF FLORIDA COUNTY OF ESCAMBIA

CERTIFICATE OF NOTICE OF MAILING NOTICE OF APPLICATION FOR TAX DEED

CERTIFICATE # 11442 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:

		РО ВО	ONY A PLA X 4587 JRY, CT 06		PAMELA A PLA PO BOX 4587 DANBURY, CT			
	ANTHONY A C/O TENAN 3 PORTOFII PENSACOLA	TS NO DR I	UNIT 1406	PO I	LS FARGO HON BOX 10304 MOINES IA 50	 RTGAGE INC		
REGIONS BANK PO BOX 830721 BIRMINGHAM A		AMSOU [*]		TEN P	OFINO TOWER ORTOFINO DR ACOLA BEACH F	 	ISACOLA	BEACH
			SRIA PO BOX 1 PENSACO		ACH FL 32562			

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

COMPTO

PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

By:

Emily Hogg Deputy Clerk

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 HMF FL G LLC AND CAPITAL ONE holder of Tax Certificate No. 11442, 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:

UNIT 1406 PORTOFINO TOWER THREE CONDOMINIUM ALSO .005561 INT IN COMMON ELEMENTS PARKING SPACE #9 STORAGE AREA #9 OR 5398 P 703

SECTION 28, TOWNSHIP 2 S, RANGE 26 W

TAX ACCOUNT NUMBER 170003395 (14-787)

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

ANTHONY A PLATANO and PAMELA A PLATANO

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.

COMPTO

PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

By: Emily Hogg Deputy Clerk

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Post Property:

3 PORTOFINO DR 1406 32561



PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

By: Emily Hogg Deputy Clerk

MARIE ELECTRICAL

PAM CHILDERS

OFFICIAL RECORDS DIVIS CLERK OF THE CIRCUIT COURT & CO

Palafox Place

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GERTIFIED

CLERK OF THE CIRCUIT COURT & CC

PAM CHILDERS

OFFICIAL RECORDS DIVISI

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P.O. Box 333

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ANTHONY A PLATANO [14-787]

3 PORTOFINO DR UNIT 1406 PENSACOLA BEACH FL 325

C'O TENANTS

D010/03/14

AS ADDRESSED SENDER RETURN TO OT DELIVERABLE UNABLE TO *2087-04175-02-41 32591033333 8 C:

3.4591.00333

SENDER. COMPLETE THIS SECTION	COMPELIE THE SECTION OF BELLERY
 Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	A. Signature Agent Addressee B. Received by (Printed Name) C. Date of Delivery
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REGIONS BANK FORMERLY AMSOUTH BANK [14-787] PO BOX 830721	OST CAN DELLE
BIRMINGHAM AL 35283	3. Service Type Certified Mail Express Mail
	☐ Certified Mail ☐ Express Mail ☐ Registered ☐ Return Receipt for Merchandise ☐ Insured Mail ☐ C.O.D.
	4. Restricted Delivery? (Extra Fee)
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PS Form 3811, February 2004 Domestic Retu	rn Receipt 102595-02-M-1540

 Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	A. Signature A. Signature A. Signature A. Agent Addressee B. Received by (Printed Name) C. Date of Delivery
1. Article Addressed to:	D. Is delivery abdress different from item 1?
SRIA (14-787) PO BOX 1208	
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	4. Restricted Delivery? (Extra Fee)
2. Article Number 7008 183	30 0000 0242 5161
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 Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, 	A. Signature X. Addressee B. Received by (Printed Name) C. Date of Delivery
 item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 1. Article Addressed to: 	A Signature Addressee
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Domestic Return Receipt

PS Form 3811, February 2004

12/11442











