Tax Collector's Certification

CTY-513

Tax Deed Application Number 1800019

Date of Tax Deed Application Apr 09, 2018

This is to certify that **CAPITAL ONE CLTRL ASSIGNEE OF**, holder of **Tax Sale Certificate Number 2016 / 4613**, Issued the 1st Day of June, 2016 and which encumbers the following described property in the county of Escambia County , State of Florida, to wit: **09-1241-000**

Cert Holder:

CAPITAL ONE CLTRL ASSIGNEE OF PO BOX 54418 NEW ORLEANS, LA 70154 Property Owner:

DESTIN DEVELOPERS LLC PO BOX 576 DESTIN, FL 32540

BEG AT SE COR OF SW1/4 OF SE1/4 OF SEC N 88 DEG 18 MIN 42 SEC W ALG S LI OF SEC 326 78/100 FT N 01 D (Full legal attached.)

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

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

Certificate Year/Number	Account Number	Sale Date	Face Amount of Certificate	Interest	Total
2016/4613	09-1241-000	06/01/2016	3,126.27	156.31	3,282.58

Certificates redeemed by applicant or included (County) in connection with this tax deed application:

Certificate Year/Number	Account Number	Sale Date	Face Amount of Certificate	Tax Collector's Fee	Interest	Total
2017/4537	09-1241-000	06/01/2017	3,084.82	6.25	154.24	3,245.31
2015/5146	09-1241-000	06/01/2015	3,156.89	6.25	157.84	3,320.98

Amounts Certified by Tax Collector (Lines 1-7):	Total Amount Paid
1. Total of all Certificates in Applicant's Possession and Cost of the Certificates Redeemed by Applicant	9,848.87
2. Total of Delinquent Taxes Paid by Tax Deed Applicant	0.00
3. Total of Current Taxes Paid by Tax Deed Applicant	2,819.40
4. Ownership and Encumbrance Report Fee	200.00
5. Tax Deed Application Fee	175.00
6. Total Interest Accrued by Tax Collector Pursuant to Section 197.542, F.S.	
7. Total (Lines 1 - 6)	13,043.27
Amounts Certified by Clerk of Court (Lines 8-15):	Total Amount Paid
8. Clerk of Court Statutory Fee for Processing Tax Deed	
9. Clerk of Court Certified Mail Charge	
10. Clerk of Court Advertising Charge	,
11. Clerk of Court Recording Fee for Certificate of Notice	
12. Sheriff's Fee	muono
13. Interest Computed by Clerk of Court Pursuant to Section 197.542, F.S.	
14. Total (Lines 8 - 13)	
15. One-half Assessed Value of Homestead Property, if Applicable per F.S.	
16. Other Outstanding Certificates and Delinquent Taxes Not Included in this Application, If Applicable Per Florida Statutes	
17. Statutory (Opening) Bid; Total of Lines 7, 14, 15 (if applicable) and 16 (if applicable)	
18. Redemption Fee	6.25
19. Total Amount to Redeem	

Done this the 16th day of April, 2018 Scott Lunsford, Tax Collector of Escambia County

Date of Sale: 2nd July 2018

Shirtey Kich, CFCA Senior Deputy Tax Collector

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

09-1241-000 2016

BEG AT SE COR OF SW1/4 OF SE1/4 OF SEC N 88 DEG 18 MIN 42 SEC W ALG S LI OF SEC 326 78/100 FT N 01 D EG 42 MIN 40 SEC E 665 56/100 FT S 88 DEG 18 MIN 2 8 SEC E 327 72/100 FT TO NE COR OF S1/2 OF SW1/4 O F SE1/4 S 01 DEG 47 MIN 30 SEC W ALG E LI OF SD SW 1/4 OF SE1/4 665 54/100 FT TO POB OR 5642 P 922 OR 5807 P 1505

APPLICATION FOR TAX DEED

512 R. 12/16

Section 197.502, Florida Statutes

Application Number: 1800019

To: Tax Collector ofE	SCAMBIA COUNTY	, Florida	
I, CAPITAL ONE CLTRL ASS PO BOX 54418 NEW ORLEANS, LA 7015			
	•	t- th - T	O-Ht and make too do ad any Park'
noid the listed tax certificat	te and nereby surrender the	e same to the Tax	Collector and make tax deed application thereon:
Account Number	Certificate No.	Date	Legal Description
09-1241-000	2016/4613	06-01-2016	BEG AT SE COR OF SW1/4 OF SE1/4 OF SEC N 88 DEG 18 MIN 42 SEC W ALG S LI OF SEC 326 78/100 FT N 01 D EG 42 MIN 40 SEC E 665 56/100 FT S 88 DEG 18 MIN 2 8 SEC E 327 72/100 FT TO NE COR OF S1/2 OF SW1/4 O F SE1/4 S 01 DEG 47 MIN 30 SEC W ALG E LI OF SD SW 1/4 OF SE1/4 665 54/100 FT TO POB OR 5642 P 922 OR 5807 P 1505
I agree to: • pay any current	taxes, if due and		
 redeem all outsta 	anding tax certificates plus	interest not in my p	possession, and
 pay all delinquer 	nt and omitted taxes, plus i	nterest covering th	e property.
 pay all Tax Colle and Sheriffs cos 		encumbrance repo	rt costs, Clerk of the Court costs, charges and fees,
Attached is the tax sale co which are in my possession		cation is based and	all other certificates of the same legal description
Electronic signature on f CAPITAL ONE CLTRL A PO BOX 54418 NEW ORLEANS, LA 7	ASSIGNEE OF		
			<u>04-09-2018</u> Application Date
App	licant's signature		• •



Chris Jones **Escambia County Property Appraiser**

Real Estate Search

Tangible Property Search

Sale List Amendment 1/Portability Calculations

<u>Back</u>

Navigate Mode

Account O Reference

Printer Friendly Version

General Information 2415314302000000 Reference:

091241000

Account: Owners:

DESTIN DEVELOPERS LLC

Mail:

PO BOX 576 DESTIN, FL 32540

Situs:

7000 BLK PINE FOREST RD

(OFF) 32526

Use Code:

VACANT COMMERCIAL P

Taxing

COUNTY MSTU

Authority:

Schools (Elem/Int/High):

LONGLEAF/WOODHAM/PINE FOREST

Tax Inquiry:

Open Tax Inquiry Window Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector

Assessments Year Land Total Imprv Cap Val 2017 \$190,000 \$190,000 \$190,000 \$0 \$190,000 2016 \$190,000 \$190,000 \$190,000 \$190,000 \$190,000

Disclaimer

Amendment 1/Portability Calculations

> File for New Homestead Exemption Online

Sales Data Sale

Date

Official Records Book Page Value Type (New Window) View Instr

12/2005 5807 1505 \$122,100 WD 05/2005 5642 922 \$250,000 CJ View Instr 01/1975 930 746 \$100 WD View Instr

Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller

2017 Certified Roll Exemptions

Legal Description

BEG AT SE COR OF SW1/4 OF SE1/4 OF SEC N 88 DEG 18 MIN 42 SEC W ALG S LI OF SEC 326 78/100 FT N 01 DEG 42 MIN 40...

Extra Features

Launch Interactive Map Information Section Map Id: 327 /2 24-1S-31 Approx. 599 92 Acreage: 5.0000 Zoned: 🔑 Com Evacuation & Flood Information Open Report 166.24 PACKER View Florida Department of Environmental Protection(DEP) Data Buildings

None

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

Southern Guaranty Title Company

4400 Bayou Boulevard, Suite 13B Pensacola, Florida 32503

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

PROPERTY INFORMATION REPORT

File No.: 14235 April 13, 2018

Escambia County Tax Collector P.O. Box 1312 Pensacola, Florida 32591

Pursuant to your request, the Company has caused a search to be made of the Public Records of Escambia County, Florida, solely as revealed by records maintained from 04-12-1998, through 04-12-2018, and said search reveals the following:

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

Destin Developers, LLC, a Florida limited liability company

2. The land covered by this Report is:

LEGAL DESCRIPTION IS ATTACHED HERETO AND MADE A PART HEREOF

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

SEE CONTINUATION PAGE ATTACHED HERETO AND MADE A PART HEREOF

4. Taxes:

SEE CONTINUATION PAGE ATTACHED HERETO AND MADE A PART HEREOF

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

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

Southern Guaranty Title Company

By: The Afon

April 13, 2018

PROPERTY INFORMATION REPORT LEGAL DESCRIPTION

File No.: 14235 April 13, 2018

241S314302000000 - Full Legal Description

BEG AT SE COR OF SW1/4 OF SE1/4 OF SEC N 88 DEG 18 MIN 42 SEC W ALG S LI OF SEC 326 78/100 FT N 01 DEG 42 MIN 40 SEC E 665 56/100 FT S 88 DEG 18 MIN 28 SEC E 327 72/100 FT TO NE COR OF S1/2 OF SW1/4 OF SE1/4 S 01 DEG 47 MIN 30 SEC W ALG E LI OF SD SW1/4 OF SE1/4 665 54/100 FT TO POB OR 5642 P 922 OR 5807 P 1505

PROPERTY INFORMATION REPORT CONTINUATION PAGE

File No.: 14235 April 13, 2018

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

- 1. Mortgage executed by Destin Developers, LLC, a Florida limited liability company to Ranjit kaur, dated 03/11/2009 and recorded in Official Record Book 6436 on page 604 of the public records of Escambia County, Florida. given to secure the original principal sum of \$936,919.17. Mortgage Modification recordeed in O.R. Book 6795, page 222. NOTE: This mortgage encumbers several parcels.
- 2. Judgment filed by Beach Community Bank recorded in O.R. Book 7480, page 1184.
- 3. Taxes for the year 2015-2017 delinquent. The assessed value is \$190,000.00. Tax ID 09-1241-000.

PLEASE NOTE THE FOLLOWING:

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

SOUTHERN GUARANTY TITLE COMPANY

4400 BAYOU BLVD., SUITE 13-B, CORDOVA SQUARE PENSACOLA, FLORIDA 32503 TEL. (850) 478-8121 FAX (850) 476-1437

Email: rcsgt@aol.com

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

Pensacola, FL 32591
CERTIFICATION: TITLE SEARCH FOR TDA
TAX DEED SALE DATE: 7-2-2018
TAX ACCOUNT NO.: 09-1241-000
CERTIFICATE NO.: 2016-4613
In compliance with Section 197.256, Florida Statutes, the following is a list of names and addresses of those persons, firms and/or agencies having legal interest in or claim against the above described property. The above referenced tax sale certificate is being submitted as proper notification of tax deed sale.
YES NO
X Notify City of Pensacola, P.O. Box 12910, 32521
X Notify Escambia County, 190 Governmental Center, 32502
X Homestead for tax year.
Destin Developers, LLC P.O. Box 576 Destin, FL 32540 and 36008 Emerald Coast Pkwy., Ste 201 Destin, FL 32541 Beach Community Bank 17 S.E. Eglin Pkwy. Ft. Walton Beach, FL 32548
Ranjit Kaur 11 Broadway Oadby, Leicester, England LE2 2HD
Certified and delivered to Escambia County Tax Collector, this <u>16th</u> day of <u>April</u> , <u>2018</u> .
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.

Recorded in Public Records 12/28/2005 at 09:35 AM OR Book 5807 Page 1505, Instrument #2005460469, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording \$18.50 Deed Stamps \$854.70

> Prepared by and return to: Destin Land & Title, Inc. 4475 Legendary Drive Destin, Florida 32541

File Number: DLT05-3053

Parcel Identification No.: 24-1S-31-4302-000-000

[Space Above This Line For Recording Data]

Warranty Deed (STATUTORY FORM - SECTION 689.02, F.S.)

This Indenture made this 22nd day of December, 2005 between Russell D. Aldrich, a married man as to his separate non-homestead property, as to his entire 35% interest, whose post office address is: 638 W. Sunset Boulevard, Fort Walton Beach, FL 32547, grantor*, and Destin Developers, LLC, a Florida limited liability company, whose post office address is P.O. Box 576, Destin, Florida 32540, grantee*,

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Escambia County, Florida, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Subject to taxes for 2006 and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any.

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

* "Grantor" and "Grantee" are used for singular or plural, as context requires.

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:

STATE OF Florida COUNTY OF Okaloosa

I, Karen S. Greybill, a Notary Public of the County and State first above written, do hereby certify that Russell D. Aldrich, a married man as to his separate non-homestead property personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 22nd day of December, 2005

Notary Public

My Commission Expires:

(SEAL)

SION & DID 46454

BK: 5807 PG: 1506 Last Page

EXHIBIT "A"

A PORTION OF THE SOUTH ½ OF THE SOUTHWEST /4 OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: BEGINNING AT AN IRON PIPE AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 24; THENCE NORTH 88°18'42" WEST, ALONG THE SOUTH LINE OF SAID SECTION 326.78 FEET; THENCE NORTH 1'42'40" EAST, 665.56 FEET; THENCE SOUTH 88°18'28" EAST, 327.72 FEET TO THE NORTHEAST CORNER OF THE SOUTH ½ OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION; THENCE SOUTH 1'47'30" WEST ALONG THE EAST LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 665.54 FEET TO THE POINT OF BEGINNING.

THIS INSTRUMENT WAS PREPARED BY AND UPON RECORDING SHOULD BE RETURNED TO:

Matthews & Hawkins, P.A. 4475 Legendary Drive Destin, Florida 32541 (850) 837-3662

MORTGAGE AND SECURITY AGREEMENT

THIS MORTGAGE AND SECURITY AGREEMENT (this "Mortgage"), dated the day of March, 2009, between **Destin Developers**, LLC, a Florida limited liability company, (hereinafter called the "Mortgagor"), whose address is P.O. Box 576, Destin, Florida 32540, and **Mrs. Ranjit Kaur**, (hereinafter called the "Mortgagee"), whose address is 11 Broadway, Oadby, Leicester, England LE2 2HD.

WITNESSETH:

WHEREAS, Mortgagor is liable to the Mortgagee in the principal sum of Nine Hundred Thirty Six Thousand Nine Hundred Nineteen and 17/100 Dollars (\$936,919.17), for money loaned pursuant to that certain renewal Promissory Note payable by the Mortgagor to Mortgagee in said principal amount (the "Note").

WHEREAS, Mortgagee has required the execution of this Mortgage as security for the Loan Obligations (as hereafter defined).

NOW, THEREFORE, the undersigned, to secure the prompt payment of Loan Obligations, with the interest thereon, and any extensions or renewals of same, and further to secure the performance of the covenants, conditions, and agreements hereinafter set forth, have bargained and sold and do hereby grant, bargain, sell, alien, mortgage and convey unto the Mortgagee, its successors and assigns, the following (which together with any additional such property hereafter acquired by Mortgagor and subject to the lien of this Mortgage, or intended to be so, as the same may be from time to time constituted is hereinafter collectively referred to as the "Mortgaged Property") to-wit:

- (a) All estate, right, title, and interest of Mortgagor in and to those tract(s) or parcel(s) of land particularly described in <u>Exhibit A</u> attached hereto and made a part hereof (the "Real Estate");
- (b) All buildings, structures, and improvements of every nature whatsoever now or hereafter situated on the Real Estate, and all fixtures, machinery, equipment, furniture, furnishings, and personal property of every nature whatsoever now or hereafter owned by the Mortgagor and located in, on, or used solely or intended to be used solely in connection with or with the operation of said property, buildings, structures, or other improvements, including all extensions, additions, improvements, betterment, renewals and replacements to any of the foregoing; and
- (c) All building materials, equipment, fixtures, fittings, and personal property of every kind or character now owned or hereafter acquired by Mortgagor for the purpose of being used in connection with the improvements located or to be located on the real estate described herein, whether such materials, equipment, fixtures, fittings, and personal property are actually located on or adjacent to said real estate or not, and whether in storage or otherwise, wheresoever the same may be located, including, but without limitation, all lumber and lumber products, bricks, building stones, and building blocks, sand and cement, roofing material, paint, doors, windows, hardware, nails, wires and wiring, plumbing and plumbing fixtures, heating and air conditioning equipment and appliances, electrical and gas equipment and appliances, pipes and piping, ornamental and decorative fixtures, furniture, and in general all building materials and equipment of every kind and character used or useful in connection with said improvements; and



(c) any right to have the Mortgaged Property marshaled; provided, that if any of the rights waived by Mortgagor in this Section affect or extend the time for sale of the said described Mortgaged Property, affect Mortgagee's rights to enforce this Mortgage or affect Mortgagor's right to redeem, Mortgagee shall have the right to elect to accept or reject the waiver of such right by Mortgagor, and such election may be made by Mortgagee at the time of or at any time prior to the entry of a decree or judgment of foreclosure in the court in which this Mortgage is being foreclosed.

ARTICLE III MISCELLANEOUS

- 3.01. Successors and Assigns Included in Parties. Whenever in this Mortgage one of the parties hereto is named or referred to, the heirs, administrators, executors, successors, and assigns of such party shall be included, and all covenants and agreements contained in this Mortgage by or on behalf of Mortgagor or by or on behalf of Mortgagee shall bind and inure to the benefit of their respective heirs, administrators, executors, successors, and assigns, whether so expressed or not.
- 3.02. <u>Headings, etc.</u> The headings of the articles, sections, paragraphs, and subdivisions of this Mortgage are for convenience of reference only, are not to be considered a part hereof, and shall not limit or otherwise affect any of the terms hereof.
- 3.03. <u>Invalid Provisions to Affect No Others</u>. In case any one or more of the covenants, agreements, terms, or provisions contained in this Mortgage or in any of the Note shall be invalid, illegal, or unenforceable in any respect, the validity of the remaining covenants, agreements, terms, and provisions contained herein and in said Notes shall in no way be affected, prejudiced, or disturbed thereby.
- 3.04. <u>Lien on Personal Property</u>. This Mortgage creates a lien on and grants a security interest in, the personal property of Mortgagor located and to be located on the Mortgaged Property, and it shall constitute a security agreement under the Florida Uniform Commercial Code or other law applicable to the creation of liens on personal property. Mortgagor covenants and agrees to execute, file, and refile such financing statements, continuation statements or other documents as Mortgagee shall require from time to time with respect to such personal property. This Mortgage shall constitute a financing statement under the Florida Uniform Commercial Code. If an Event of Default occurs, Mortgagee shall have all rights and remedies of a secured party under the Florida Uniform Commercial Code.
- 3.05. <u>Notices</u>. All notices and other communications provided for hereunder shall be in writing and shall be deemed received upon delivery in person or, if mailed, upon deposit in U.S. certified mail, return receipt requested, postage prepaid, and, if sent by overnight courier, on the next business day following delivery to said courier, and in any case addressed as follows:

If to Mortgagor:

Ranjit Kaur

11 Broadway, Oadby

Leicester, England LE2 2HD

If to Mortgagee:

Destin Developers, LLC

P.O. Box 576

Destin, Florida 32540

3.06. Limit of Validity. If from any circumstances whatsoever fulfillment of any provision of this Mortgage or of the Indebtedness secured hereunder, at the time performance of such provision shall be due, shall involve transcending the limit of validity presently prescribed by any applicable usury statute or any other applicable law, with regard to the obligations of like character and amount, then ipso facto the obligation to be fulfilled shall be reduced to the limit of such validity, so that in no event shall any exaction be possible under this Mortgage or under the Indebtedness secured hereunder that is in excess of the current limit of such validity, but such obligation shall be fulfilled to the limit of such validity. The provisions of this paragraph shall control every other provision of this Mortgage and of the Indebtedness.



3.07. Waiver of Jury Trial. THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT ANY OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED HEREON OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS MORTGAGE OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY RELATING TO THE SUBJECT MATTER OF THIS MORTGAGE. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS MORTGAGE.

[Signatures appear on following page]



IN WITNESS WHEREOF, Mortgagor has executed this Mortgage, through its duly-authorized officer, on the day and year first above written.

Signed, sealed and delivered in the presence of:

Mortgagor:

Destin Developers, LLC, a Florida limited

liability company

By: J.K.P. International Management

Its: Manager

Folicia Hengerson

By: Jay K. Patel, President

Name: Kristie R. Busby_

STATE OF FLORIDA COUNTY OF OKALOOSA

The foregoing instrument was acknowledged before me this _____day of March, 2009, by Jay K. Patel, President of J. K. P. International Management, Inc., in its capacity as Manager of Destin Developers, LLC. Such person did not take an oath and:

(notary must check applicable box)

is/are personally known to me.

produced a current driver's license as identification.

____ produced _____ as identification.

{Notary Seal must be affixed}

NOTARY PUBLIC-STATE OF FLORIDA
Felicia Henderson
Commission # DD732873
Expires: NOV. 07, 2011
BORDED THEO ATLANTIC BORDING CO., INC.

HELLIG HEWLENSON

Name of Notary (Typed, Printed or Stamped)
Commission Number (if not legible on seal):

My Commission Expires (if not legible on seal):

EXHIBIT A

A portion of the South ½ of the Southwest ¼ of the Southeast ¼ of Section 24, Township 1 South, Range 31 West, Escambia County, Florida, described as follows: Beginning at an iron pipe at the Southeast corner of the Southwest ¼ of the Southeast ¼ of said Section 24; thence North 88° 18' 42" West, along the South line of said Section 326.78 feet; thence North 1° 42" 40" East, 665.56 feet; thence South 88° 18' 28" East, 327.72 feet to the Northeast corner of the South ½ of the Southwest ¼ of the Southeast ¼ of said Section; thence South 1° 47" 30" West along the East line of said Southwest ¼ of the Southeast ¼ of said Section 665.54 feet to the Point of Beginning.

Parcel Identification Number: 241S314302000000

AND

Lots 9 and 10, Block 5 of a subdivision of Section 10, Township 1 South, Range 30 West, Escambia County, Florida as per plat recorded in Deed Book 89, Page 396 of the Public Records of said County.

LESS

Begin at the Northeast corner of Lot 10, Block 5 of subdivision of Section 10, Township 1 South, Range 30 West, Escambia County, Florida; thence run South along East line 200 feet; thence run West 216 feet; thence run North and parallel to East line 200 feet; thence run East 216 feet to Point of Beginning, lying and being in said Lot 10, Block 5, Subdivision of Section 10, Township 1 South, Range 30 West, as per plat recorded in Deed Book 89, Page 369, of the Public Records of said County.

LESS

Commence at the Northeast corner of Lot 10, Block 5 of a subdivision of Section 10, Township 1 South, Range 30 West; thence go North 89 degrees 53 minutes 39 seconds West along the North line of said Lot 10 a distance of 216 feet to the Point of Beginning; thence continue North 89 degrees 53 minutes 39 seconds West a distance of 25 feet; thence South 01 degrees 26 minutes 58 seconds West a distance of 200 feet; thence South 89 degrees 53 minutes 39 seconds East a distance of 25 feet; thence North 01 degrees 26 minutes 58 seconds East a

distance of 200 feet to the Point of Beginning, being a portion of a subdivision of Section 10, Township 1 South, Range 30 West, as per plat recorded in Deed Book 89, Page 396, of the Public Records of Escambia County, Florida.

LESS AND EXCEPT ANY PORTION OF CAPTIONED PROPERTY LYING WITHIN THE ROAD RIGHT OF WAY OF DETROIT BLVD. AND BOWMAN AVENUE.

Parcel Identification Number: 101S301101090005



Prepared By & Return to: Matthews Jones & Hawkins, LLP 4475 Legendary Drive Destin, Florida 32541

DOCUMENTARY STAMPS ARE BEING PAID ON THE ADDITIONAL ADVANCE IN THE AMOUNT OF \$380,15 AS THIS DOCUMENT MODIFIES THE MORTGAGE REFERENCED HEREIN.

MORTGAGE MODIFICATION AND SPREADER AGREEMENT

THIS MORTGAGE MODIFICATION AND SPREADER AGREEMENT ("Agreement") is entered into this day of care, 2011, by and between Destin Developers, L.L.C., a Florida limited liability company, whose address is P.O. Box 576, Destin, Florida 32540, hereinafter referred to as "Mortgagee"; Mrs. Ranjit Kaur, whose address is 11 Broadway, Oadby, Leicester, England LE2 2HD, hereinafter referred to as "Mortgagoe"

RECITALS

WHEREAS, Mortgagee granted Mortgagor an original loan in the original principal amount of \$936,919.17 ("I.oan") as evidenced by that certain promissory note dated March 11, 2009 ("Note"), and secured by that certain Mortgage and Security Agreement recorded at O.R. Book 6436, Page 604 et seq., Escambia County, Florida Public Records ("Mortgage") (Note and Mortgage collectively referred to as "Note/Mortgage"); and

WHEREAS, Note/Mortgage and Mortgage Modifications are secured by the parcel located in Escambia County, Florida ("Encumbered Property") as shown in attached "Exhibit A"; and

WHEREAS, Mortgagee and Mortgagor have agreed to coordinate the liens of the Mortgage, and to modify the terms thereof, and of the Note secured thereby in the manner hereafter appearing; and

WHEREAS. Mortgagor shall execute that certain note in the total amount of \$1,045,534.39 ("Additional Advance Note") representing an additional advance in the amount of \$108,615.22; whereas documentary stamp taxes in the amount of \$380.15 and intangible taxes in the amount of \$217.33 shall be paid simultaneously herewith; and

WHEREAS, Destin Developers, L.L.C. has agreed to encumber that certain property described in "Exhibit B" (the "Additional Encumbered Property") as additional collateral for the Loan; and

NOW THEREFORE, for mutual and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto mutually covenant and agree as follows:

- The foregoing Recitals are true, correct and incorporated herein by reference.
- 2. Mortgagee and Mortgagor agree that the outstanding unpaid principal sums currently owed Mortgagee pursuant to Note/Mortgage as of September 1, 2011 are as follows:

Note/Mortgage

\$1,045,534.39

- 3. The Real Property, as defined in Mortgage and any and all modifications thereof, shall in all respects be subject to the lien, charge, and encumbrances, and nothing herein contained or done shall affect the lien, charge, or encumbrance of Mortgage, as previously modified and as modified hereby, or its priority over any other liens, charges, encumbrances, or conveyances.
- 4. Mortgagor warrants that it has full power and authority to execute this Agreement, that there are no other liens or claims against the Encumbered Property or the Additional Encumbered Property. Mortgagor further warrants and acknowledges that this Agreement is binding upon the Mortgagor, its successors and assigns; that Mortgagee has heretofore fully performed its obligations under Note/Mortgage; that the Mortgagor has no claims or offsets against the Mortgagee; and there are no other matters whatsoever which would impair the enforceability of this Agreement, Note/Mortgage by Mortgagee.
- 5. It is the intent of the parties hereto that this instrument shall not constitute a novation and shall in no way adversely affect or impair the lien priority of the Mortgage, and that all sums advanced in connection herewith shall have the same priority as the sums originally loaned under the Mortgage. The parties hereto shall be bound by all the terms and conditions hereof until all indebtedness owing from Mortgagor to Mortgage shall have been paid.

Initials: Mortgagor (L.V. Mortgagee (Ac.)

Except as modified herein, the terms and conditions of the Mortgage, shall remain unchanged. Mortgagor hereby affirms and re-adopts all covenants and warranties in favor of Mortgagee as set forth in the Mortgage.

IN WITNESS WHEREOF, the parties have hereto set their hand effective first written above.

WITNESSES:

MORTGAGEE: DESTIN DEVELOPERS, L.

By: AMPS Developments: Manualtr Walle

Chirag Mahyavanshi, its Manager

Print:

STATE OF COUNTY OF 1005

The foregoing Agreement was acknowledged before me this way of Gotober, 2011 by Chriag Mahyavanshi, as Manager of AMPS Development, LLC, as Manager of Destin Developers, L.L.C. Such person did not take an oath and is personally known to me or who has produced identification.

licere

{Notary Seal must be affixed}

Signature of Notary

TINA S. PRICE Commission # DD 887656 Expires May 7, 2013 Bonded Tinu Troy Fain Insurance 800-385-7019

WITNESSES:

MORTGAGOR: Mrs. Ranjit Kaur

RayItiam

COUNTY OF LOICO Braine . En GUAND

The foregoing Agreement was acknowledged before me this 4 day of October, 2011, by Mrs. Ranjit Kaur. Such person did not take an oath and is personally known to me or who has produced to the foregoing Agreement was acknowledged before me this 4 day of October, 2011, by Mrs. Ranjit Kaur. Such person did not take an oath and is personally known to me or who has produced to the foregoing Agreement was acknowledged before me this 4 day of October, 2011, by Mrs. Ranjit Kaur. Such person did not take an oath and is personally known to me or who has produced to the foregoing Agreement was acknowledged before me this 4 day of October, 2011, by Mrs.

Signature of Notary

SANJAY PREM GOGIA NOTARY PUBLIC LEICESTER BUSINESS CENTRE 111 ROSS WALK LEICESTER LE4 5HH TEL: 07960 283 653

BK: 6795 PG: 225

EXHIBIT A Encumbered Property

A portion of the South ½ of the Southwest ¼ of the Southeast ¼ of Section 24, Township 1 South, Range 31 West, Escambia County, Florida, described as follows: Beginning at an iron pipe at the Southeast corner of the Southwest ½ of the Southeast ¼ of said Section 24; thence North 88° 18' 42" West, along the South line of said Section 326.78 feet; thence North 1° 42" 40" East, 665.56 feet; thence South 88° 18' 28" East, 327.72 feet to the Northeast corner of the South ½ of the Southwest ½ of the Southeast ¼ of said Section; thence South 1° 47" 30" West along the East line of said Southwest ¼ of the Southeast ¼ of said Section 665.54 feet to the Point of Beginning.

Parcel Identification Number: 241S314302000000

AND

Lots 9 and 10, Block 5 of a subdivision of Section 10, Township 1 South, Range 30 West, Escambia County, Florida as per plat recorded in Deed Book 89, Page 396 of the Public Records of said County.

LESS

Begin at the Northeast corner of Lot 10, Block 5 of subdivision of Section 10, Township 1 South, Range 30 West, Escambia County, Florida; thence run South along East line 200 feet; thence run West 216 feet; thence run North and parallel to East line 200 feet; thence run East 216 feet to Point of Beginning, lying and being in said Lot 10, Block 5, Subdivision of Section 10, Township 1 South, Range 30 West, as per plat recorded in Deed Book 89, Page 369, of the Public Records of said County.

LESS

Commence at the Northeast corner of Lot 10, Block 5 of a subdivision of Section 10, Township 1 South, Range 30 West; thence go North 89 degrees 53 minutes 39 seconds West along the North line of said Lot 10 a distance of 216 feet to the Point of Beginning; thence continue North 89 degrees 53 minutes 39 seconds West a distance of 25 feet; thence South 01 degrees 26 minutes 58 seconds West a distance of 200 feet; thence South 89 degrees 53 minutes 39 seconds East a distance of 25 feet; thence North 01 degrees 26 minutes 58 seconds East a distance of 200 feet to the Point of Beginning, being a portion of a subdivision of Section 10, Township 1 South, Range 30 West, as per plat recorded in Deed Book 89, Page 396, of the Public Records of Escambia County, Florida.

LESS AND EXCEPT ANY PORTION OF CAPTIONED PROPERTY LYING WITHIN THE ROAD RIGHT OF WAY OF DETROIT BLVD. AND BOWMAN AVENUE.

Parcel Identification Number: 101S301101090005

Initials:
Mortgagor R.IC
Mortgagee

BK: 6795 PG: 226 Last Page

EXHIBIT B Additional Encumbered Property

PARCEL 1

Lot 12. Block 4, according to the subdivision of Section 10, Township 1 South, Range 30 West, platted by National Land Sales Co. as recorded in Deed Book 89 at Page 369, of the public records of Escambia County, Florida, LESS AND EXCEPT the portion thereof deeded to Escambia County, Florida, Board of County Commissioners for road right-of-way purposes by deed recorded in Official Records Book 558 at Page 210, of the public records of Escambia County, Florida.

PARCEL 2

Lot 13, in Block 4, of National Land Sales Company's Subdivision of a Portion of Section 10, Township I South, Range 30 West, Escambia County, Florida, according to the Plat thereof, as recorded in Plat Book 89, at Page(s) 369, of the Public Records of Escambia County, Florida.

Initials:
Mortgagor A:K
Mortgagee Ou

Recorded in Public Records 02/22/2016 at 10:12 AM OR Book 7480 Page 1184, Instrument #2016012257, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording \$27.00

File # 201247117, OR BK 3183 Page 2, Recorded 10/24/2012 at 02:24 PM, Mary M. Johnson, Clerk Santa Rosa County, Florida Deputy Clerk TC Trans # 543634

IN THE CIRCUIT COURT OF SANTA ROSA COUNTY, FLORIDA

BEACH COMMUNITY BANK.

Plaintiff.

DESTIN DEVELOPERS, L.L.C. ANVA DESTIN DEVELOPERS, L.L.C; JAY K. PATEL; and AURA INTERNATIONAL LAMTED, A TURKS AND CAICOS ISLANDS EXEMPT COMPANY.

Defendents

CASE NO: 2012-CA-000187

File # 2012/66/02 OR Bit 5189 Pages 1728 - 1731 RECORDED 10/17/12 13:01 52 Mary M. Johnson, Clerk Santh Renna Cuerte, Fronds

DEPUTY CLERK GP 64 Trans # 547896 15 t d 5.

STIPULATED FINAL JUDGMENT IN FAVOR OF BEACH COMMUNITY BANK

COMES NOW, the Plaintiff, through undersigned counsel, and the Defendants, after having the opportunity to review said pleadings and this Judgment, with their counsel, and together file this Stipulated Final Judgment in Favor of Beach Community Bank. Plaintiff, BEACH COMMUNITY BANK ("Plaintiff"), with an address of 17 S.E. Eglin Parkway, Fort Walton Beach, Florida 32548, and Defendants, DESTIN DEVELOPERS, L.L.C. AK/A DESTIN DEVELOPERS, L.L.C., a Florida limited liability company (hereinafter "Destin Developers"), with an address of 3559 Preserve Lane, Miramer Beach, Florida 32550; JAY K. PATEL (hereinafter "J. Patel"), with an address of 3559 Preserve Lane, Miramer Beach, Florida 32550; ALRA (INTERNATIONAL LIMITED, A TURKS AND CAICOS ISLANDS EXEMPT COMPANY, with an address of 5th Floor, Richmond House, 12 Partie-Ville Road, Hamilton HM08, Bermuds (hereinafter "Aura"; Destin Developera, J. Patel and Aura may hereinafter be collectively, individually and interchangeably referred to as the "Defendants"), have reached an agreement to address and reactive the amounts due and owing as set forth inciting pending litigation.

1

Plaintiff and Defendants hereby agree as follows:

CLERK CHICAT COURT

POSA - CCUNKY

10:03/2

CERTIFIED A TRUE AND CORRECT COPY
DONALD C. SPENCER

CLERK CIRCUIT COURT

DEPUTY CLERK

BK: 7480 PG: 1185

OR BK 3183 PG 3

ORDERED AND ADJUDGED:

- This Court here jurisdiction of the perties 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 meterial issues of fact or law.
 - 2. That the equities of this cause are with the Pleintiff and against the Defendants.
- 3. That Plaintiff recover from the Defendents, Dealin Developers, J. Patel and Aura, Johnly and severally, the sum of \$178,722.01, plus interest at the rate of 4.75% per year, asid rate to be edjusted annually on January 1 of each year in accordance with \$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 leave.

DONE AND ORDERED in Chembers at Million. Surfa Rose County. Florida. nunc are tunc the 28th day of September, 2012.

Bigned by MARIOI GOCCHMAN 10/18/2012 12:49:01 LyESIZ

AGREED TO:

BEACH COMMUNITY BANK,

Print Name of the Jakon Title: AVP

DESTIN DEVELOPERS, LL.C.

Print Number Jan Borel

7

.BK: 7480 PG: 1186 Last Page

OR BK 3183 PG 4

AURA INTERNATIONAL LIMITED

By: DA Print Name: Celin G HAMES

Conformed Copies to:

 Robert S. Rushing, Esquire 801 W. Romens Street, Suite A Penescola, Florida 32502

Mark A. Vlotette, Esquire P.O. Box 5129 Nicevitie, FL 32578

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PAM CHILDERS

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



COUNTY OF ESCAMBIA OFFICE OF THE CLERK OF THE CIRCUIT COURT

BRANCH OFFICES ARCHIVES AND RECORDS JUVENILE DIVISION CENTURY

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

PAM CHILDERS, CLERK OF THE CIRCUIT COURT Tax Certificate Redeemed From Sale

Account: 091241000 Certificate Number: 004613 of 2016

Payor: GURTEJ S GILL 122 HARMONY GROVE RD LILBURN GA 30047 Date 04/25/2018

Clerk's Check # 1	Clerk's Total	\$470.25
Tax Collector Check # 1	Tax Collector's Total	\$13,636.47
	Postage	\$21.68
	Researcher Copies	\$15.00
	Total Received	\$14,143.40

PAM CHILDERS

Clerk of the Circuit Court

Received By: Deputy Clerk

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

PAM CHILDERS

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



COUNTY OF ESCAMBIA OFFICE OF THE CLERK OF THE CIRCUIT COURT

BRANCH OFFICES ARCHIVES AND RECORDS JUVENILE DIVISION CENTURY

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

Case # 2016 TD 004613 Redeemed Date 04/25/2018

Name GURTEJ S GILL 122 HARMONY GROVE RD LILBURN GA 30047

Clerk's Total = TAXDEED	\$470.25
Due Tax Collector = TAXDEED	\$13,636.47
Postage = TD2	\$21.68
ResearcherCopies = TD6	\$15.00

• For Office Use Only

	Date	Docket	Desc	Amount Owed	Amount Due	Payee Name
ŧ						

EINANGALEJONAE

No Information Available - See Dockets





PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

Tax Deed - Redemption Calculator Account: 091241000 Certificate Number: 004613 of 2016

Redemption Yes V	Application Date 04/09/2018	Interest Rate 18%
	Final Redemption Payment ESTIMATED	Redemption Overpayment ACTUAL
	Auction Date 07/02/2018	Redemption Date 04/25/2018
Months	3	0
Tax Collector	\$13,043.27	\$13,043.27
Tax Collector Interest	\$586.95	\$0.00
Tax Collector Fee	\$6.25	\$6.25
Total Tax Collector	\$13,636.47	\$13,049.52
Clerk Fee	\$130.00	\$130.00
Sheriff Fee	\$120.00	\$120.00
Legal Advertisement	\$200.00	\$200.00
App. Fee Interest	\$20.25	\$0.00
Total Clerk	\$470.25	\$450.00
Postage	\$21.68	\$21.68
Researcher Copies	\$15.00	\$15.00
Total Redemption Amount	\$14,143.40	\$13,536.20
	Repayment Overpayment Refund Amount	\$607.20 + 120 + 200 + 21.68

= \$948.88

Notes



Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

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

January 6, 2020

Gurtej S Gill 122 Harmony Grove Rd Lilburn GA 30047

To Whom it May Concern,

Our records indicate that a refund check was mailed to you in relation to a Tax Deed case. The property was either sold or redeemed. A check in the amount of \$948.88 (2016 TD 04613) has not been cashed. State law requires us to report and remit the funds to the State if you have not claimed your property. To claim your property, you will be asked to sign an affidavit. Please check the appropriate box below, sign in the space provided, and return this to us no later than two weeks from the date of this letter.

The above address information is correct and I do not wish to claim the monies.
The above address information is incorrect. Please forward an affidavit to the following address:
The original check has been found and is being returned to your office. Once the check is received, a new check will be issued to me.
Other (please provide an explanation below or attach a separate explanation).
Signature Date

Your prompt attention and assistance is appreciated. Please return to the following address:

Clerk of the Circuit Court Official Records/Attn Mylinda 221 Palafox Place, Ste 110 Pensacola, FL 32502

If no response is received from you within two weeks from the date of this letter, we will report and remit your monies to the State of Florida Unclaimed Properties Division. If you have any questions, please contact Mylinda Johnson at 850-595-4813.

Sincerely, Pam Childers, Glera of the Circuit C

Mylinda Johnson, Deputy Clerk