

APPLICATION FOR TAX DEED

Section 197.502, Florida Statutes

512
R. 12/16

Application Number: 1900200

To: Tax Collector of ESCAMBIA COUNTY, Florida

I,
CAZENOVIA CREEK FUNDING II LLC
PO BOX 54132
NEW ORLEANS, LA 70154,

hold the listed tax certificate and hereby surrender the same to the Tax Collector and make tax deed application thereon:

Account Number	Certificate No.	Date	Legal Description
08-3370-000	2017/4204	06-01-2017	E 78 FT OF LT 8 AND 9 BLK 41 2ND ADDN TO NEW WARRINGTON PB 1 P 35 OR 5623 P 1631 CA 212

I agree to:

- pay any current taxes, if due and
- redeem all outstanding tax certificates plus interest not in my possession, and
- pay all delinquent and omitted taxes, plus interest covering the property.
- pay all Tax Collector's fees, property information report costs, Clerk of the Court costs, charges and fees, and Sheriff's costs, if applicable.

Attached is the tax sale certificate on which this application is based and all other certificates of the same legal description which are in my possession.

Electronic signature on file
CAZENOVIA CREEK FUNDING II LLC
PO BOX 54132
NEW ORLEANS, LA 70154

04-19-2019
Application Date

Applicant's signature

Tax Collector's Certification

CTY-513

Tax Deed Application Number
1900200

Date of Tax Deed Application
Apr 19, 2019

This is to certify that **CAZENOVIA CREEK FUNDING II LLC**, holder of **Tax Sale Certificate Number 2017 / 4204**, Issued the 1st Day of June, 2017 and which encumbers the following described property in the county of Escambia County, State of Florida, to wit:
08-3370-000

Cert Holder:
CAZENOVIA CREEK FUNDING II LLC
PO BOX 54132
NEW ORLEANS, LA 70154

Property Owner:
ROMANO RANDOLPH H &
ROMANO REBECCA J
2190 JACKS BRANCH RD
CANTONMENT, FL 32533
E 78 FT OF LT 8 AND 9 BLK 41 2ND ADDN TO NEW WARRINGTON
PB 1 P 35 OR 5623 P 1631 CA 212

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

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

Certificate Year/Number	Account Number	Sale Date	Face Amount of Certificate	Interest	Total
2017/4204	08-3370-000	06/01/2017	1,196.59	59.83	1,256.42

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
2018/4246	08-3370-000	06/01/2018	1,248.88	6.25	62.44	1,317.57

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

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

Total Amount Paid

2,573.99
0.00
1,180.65
200.00
175.00
4,129.64

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

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

Total Amount Paid

6.25

Done this the 26th day of April, 2019 Scott Lunsford, Tax Collector of Escambia County

Date of Sale: November 4, 2019

By

Candice Lewis

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

08-3370-000 2017



Chris Jones

Escambia County Property Appraiser

Real Estate Search

Tangible Property Search

Sale List

[Back](#)

◀ Navigate Mode ☒ Account ☐ Reference ▶

[Printer Friendly Version](#)

General Information

Reference: 512S307062080041
Account: 083370000
Owners: ROMANO RANDOLPH H &
 ROMANO REBECCA J
Mail: 2190 JACKS BRANCH RD
 CANTONMENT, FL 32533
Situs: 5 INTERBAY AVE 32507
Use Code: RESTAURANT,CAFETERIA
Taxing Authority: COUNTY MSTU
Tax Inquiry: [Open Tax Inquiry Window](#)
 Tax Inquiry link courtesy of Scott Lunsford
 Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2018	\$11,076	\$61,748	\$72,824	\$72,824
2017	\$11,076	\$57,712	\$68,788	\$68,788
2016	\$11,076	\$53,280	\$64,356	\$64,356

[Disclaimer](#)

Tax Estimator

➤ [File for New Homestead Exemption Online](#)

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
04/2005	5623	1631	\$135,000	QC	View Instr
01/2002	4849	722	\$44,500	WD	View Instr
09/1999	4476	274	\$100	QC	View Instr
07/1991	3026	575	\$20,000	WD	View Instr

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

2018 Certified Roll Exemptions

None

Legal Description

E 78 FT OF LT 8 AND 9 BLK 41 2ND ADDN TO NEW
 WARRINGTON PB 1 P 35 OR 5623 P 1631 CA 212

Extra Features

ASPHALT PAVEMENT

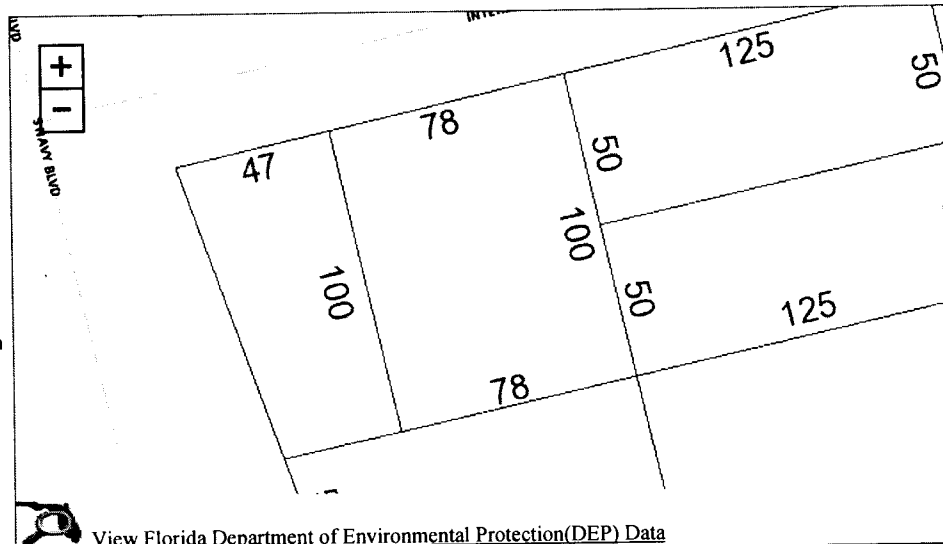
Parcel Information

Section Map Id:
 CA212

Approx. Acreage:
 0.1791

Zoned:
 Com

Evacuation & Flood Information
[Open Report](#)

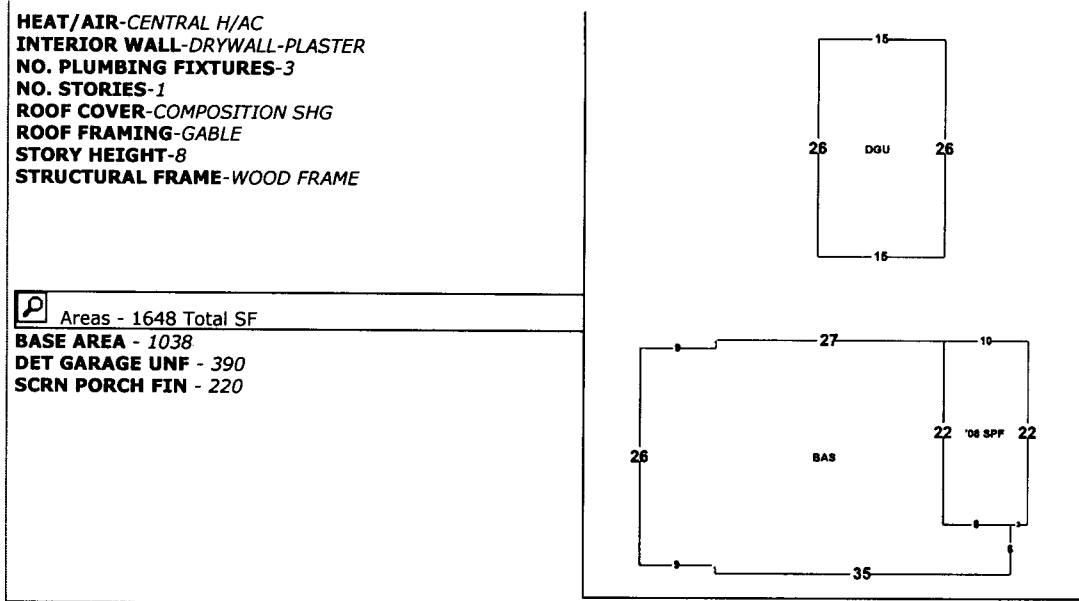


[View Florida Department of Environmental Protection\(DEP\) Data](#)

Buildings

Address: 5 INTERBAY AVE, Year Built: 1935, Effective Year: 1970

Structural Elements
DECOR/MILLWORK-AVERAGE
DWELLING UNITS-1
EXTERIOR WALL-BRICK-COMMON
FLOOR COVER-HARDWOOD/PARQUET
FOUNDATION-WOOD/SUB FLOOR



Images



3/2/17

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

Last Updated:05/02/2019 (tc.3675)

NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That **CAZENOVIA CREEK FUNDING II LLC** holder of **Tax Certificate No. 04204**, issued the **1st day of June, A.D., 2017** has filed same in my office and has made application for a tax deed to be issued thereon. Said certificate embraces the following described property in the County of Escambia, State of Florida, to wit:

E 78 FT OF LT 8 AND 9 BLK 41 2ND ADDN TO NEW WARRINGTON PB 1 P 35 OR 5623 P 1631 CA 212

SECTION 51, TOWNSHIP 2 S, RANGE 30 W

TAX ACCOUNT NUMBER 083370000 (19-541)

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

RANDOLPH H ROMANO and REBECCA J ROMANO

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 **4th day of November 2019**.

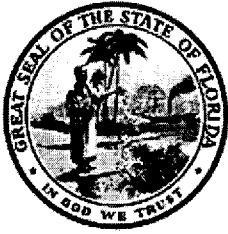
Dated this 9th day of May 2019.

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



PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

By:
Emily Hogg
Deputy Clerk



PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

Tax Deed - Redemption Calculator
Account: 083370000 Certificate Number: 004204 of 2017

Redemption ☐ Yes ☒ No
 Application Date
 Interest Rate

	Final Redemption Payment ESTIMATED	Redemption Overpayment ACTUAL
	Auction Date <input type="text" value="11/04/2019"/>	Redemption Date <input type="text" value="07/16/2019"/>
Months	7	3
Tax Collector	<input type="text" value="\$4,129.64"/>	<input type="text" value="\$4,129.64"/>
Tax Collector Interest	\$433.61	\$185.83
Tax Collector Fee	<input type="text" value="\$6.25"/>	<input type="text" value="\$6.25"/>
Total Tax Collector	\$4,569.50	<input type="text" value="\$4,321.72"/> TC
Record TDA Notice	<input type="text" value="\$17.00"/>	<input type="text" value="\$17.00"/>
Clerk Fee	<input type="text" value="\$130.00"/>	<input type="text" value="\$130.00"/>
Sheriff Fee	<input type="text" value="\$120.00"/>	<input type="text" value="\$120.00"/>
Legal Advertisement	<input type="text" value="\$200.00"/>	<input type="text" value="\$200.00"/>
App. Fee Interest	\$49.04	\$21.02
Total Clerk	\$516.04	<input type="text" value="\$488.02"/> CH
Release TDA Notice (Recording)	<input type="text" value="\$10.00"/>	<input type="text" value="\$10.00"/>
Release TDA Notice (Prep Fee)	<input type="text" value="\$7.00"/>	<input type="text" value="\$7.00"/>
Postage	<input type="text" value="\$60.00"/>	<input type="text" value="\$0.00"/>
Researcher Copies	<input type="text" value="\$40.00"/>	<input type="text" value="\$0.00"/>
Total Redemption Amount	\$5,202.54	\$4,826.74
	Repayment Overpayment Refund Amount	\$375.80
Book/Page	<input type="text" value="8093"/>	<input type="text" value="735"/>

Notes

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



**COUNTY OF ESCAMBIA
 OFFICE OF THE
 CLERK OF THE CIRCUIT COURT**

**BRANCH OFFICES
 ARCHIVES AND RECORDS
 JUVENILE DIVISION
 CENTURY**

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

Case # 2017 TD 004204

Redeemed Date 07/16/2019

Name COMMUNITY REINVESTMENT FUND ATTN SUE SCHIRMERS LOAN #301219 801 NICOLLET
 MALL SUITE 1700W MINNEAPOLIS MN 55402

Clerk's Total = TAXDEED	\$516.04
Due Tax Collector = TAXDEED	\$4,569.50 5185.54
Postage = TD2	\$60.00
ResearcherCopies = TD6	\$40.00
Release TDA Notice (Recording) = RECORD2	\$10.00
Release TDA Notice (Prep Fee) = TD4	\$7.00

• For Office Use Only

Date	Docket	Desc	Amount Owed	Amount Due	Payee Name
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FINANCIAL SUMMARY

No Information Available - See Dockets

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

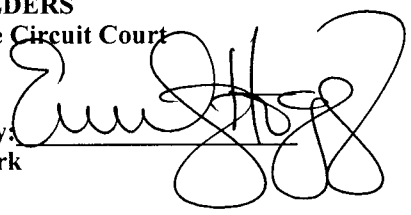
**PAM CHILDERS, CLERK OF THE CIRCUIT COURT
Tax Certificate Redeemed From Sale
Account: 083370000 Certificate Number: 004204 of 2017**

**Payor: COMMUNITY REINVESTMENT FUND ATTN SUE SCHIRMERS LOAN #301219 801
NICOLLET MALL SUITE 1700W MINNEAPOLIS MN 55402 Date 07/16/2019**

Clerk's Check #	25563	Clerk's Total	\$516.04
Tax Collector Check #	1	Tax Collector's Total	\$4,369.50
		Postage	\$60.00
		Researcher Copies	\$40.00
		Recording	\$10.00
		Prep Fee	\$7.00
		Total Received	\$5,202.54

5185.54

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>

RELEASE OF NOTICE OF APPLICATION FOR TAX DEED

Pursuant to § 197.502(5)(c), Florida Statutes, the Escambia County Clerk of Court fully releases the Notice of Tax Deed Application recorded at Official Records Book 8093, Page 735, of Escambia County, for the tax certificate, tax deed, and property described below:

Tax Certificate No. Certificate No. 04204, issued the 1st day of June, A.D., 2017

TAX ACCOUNT NUMBER: 083370000 (19-541)

DESCRIPTION OF PROPERTY:

**E 78 FT OF LT 8 AND 9 BLK 41 2ND ADDN TO NEW WARRINGTON PB 1 P 35 OR 5623 P 1631
CA 212**

SECTION 51, TOWNSHIP 2 S, RANGE 30 W

NAME IN WHICH ASSESSED: RANDOLPH H ROMANO and REBECCA J ROMANO

Dated this 16th day of July 2019.



PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

By:
Emily Hogg
Deputy Clerk

Southern Guaranty Title Company

4400 Bayou Boulevard, Suite 13B

Pensacola, Florida 32503

Telephone: 850-478-8121

Facsimile: 850-476-1437

19-541
Redeemed

PROPERTY INFORMATION REPORT

File No.: 15301

August 8, 2019

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 08-08-1999, through 08-08-2019, and said search reveals the following:

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

Randolph H. Romano and Rebecca J. Romano

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: 

August 8, 2019

**PROPERTY INFORMATION REPORT
LEGAL DESCRIPTION**

File No.: 15301

August 8, 2019

The East 78 feet of Lots 8 and 9, , Block 41, Second Addition to New Warrington, as per plat thereof, recorded in Plat Book 1, Page 35, of the Public Records of Escambia County, Florida

**PROPERTY INFORMATION REPORT
CONTINUATION PAGE**

File No.: 15301

August 8, 2019

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

1. That certain mortgage executed by Randolph H. Romano and Rebecca J. Romano in favor of Community Enterprise Investments, Inc. dated 04/19/2005 and recorded 04/22/2005 in Official Records Book 5623, page 1633 of the public records of Escambia County, Florida, in the original amount of \$100,000.00.
2. That certain mortgage executed by Randolph H. Romano and Rebecca J. Romano in favor of Community Enterprise Investments, Inc. dated 07/12/2006 and recorded 08/08/2006 in Official Records Book 3966, page 340 of the public records of Escambia County, Florida, in the original amount of \$35,000.00.
3. All Taxes Paid. The assessed value is \$72,824.00. Tax ID 08-3370-000.

PLEASE NOTE THE FOLLOWING:

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

SOUTHERN GUARANTY TITLE COMPANY

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

PENSACOLA, FLORIDA 32503

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

Email: rcsgt@aol.com

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

CERTIFICATION: TITLE SEARCH FOR TDA

TAX DEED SALE DATE: 11-4-2019

TAX ACCOUNT NO.: 08-3370-000

CERTIFICATE NO.: 2017-4204

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

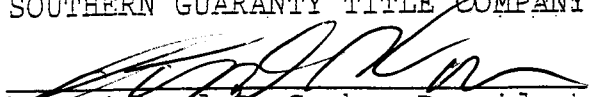
 X Homestead for tax year.

Randolph H. Romano
Rebecca J. Romano
2190 Jacks Branch Rd.
Cantonment, FL 32533
and
5 Interbay Ave.
Pensacola, FL 32507

Community Enterprise Investments, Inc.
302 N. Barcelona St.
Pensacola, FL 32501

Certified and delivered to Escambia County Tax Collector,
this 8th day of August, 2019.

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.

2

Rec
Doc \$945.00

Prepared By: Karen McClary
Citizens Title Group, Inc.
4300 Bayou Blvd., #31
Pensacola, FL 32503
incidental to the issuance of a title insurance policy.
File Number: 05-041305
Parcel ID #: 512S307062080041

RETURN TO:
CITIZENS TITLE GROUP, INC.
4300 BAYOU BLVD. SUITE 31
PENSACOLA, FL 32503

TRUSTEE'S DEED

THIS INDENTURE, made this 19th Day of April, 2005, between Linda Raney Paul, Trustee of the Linda Raney Trust, party of the first part, and Rebecca J. Romano and Randolph H. Romano, joint tenants with full rights of survivorship, whose post office address is 2190 Jacks Branch Road, Cantonment, FL 32533 party of the second part;

WITNESSETH: That the said party of the first part, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable considerations to it in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, released, remised and conveyed, and by these presents does grant, bargain, sell, alien, release, remise and convey unto the said party of the second part and their heirs and assigns forever, all that certain parcel of land lying and being in the Escambia County of State of FL, more particularly described as follows:

The East 78 feet of Lots 8 and 9, Block 41, Second Addition to New Warrington, according to the plat thereof, recorded in Plat Book 1, Page 35, of the Public Records of Escambia County, Florida.

THE GRANTOR DOES NOT RESIDE ON DESCRIBED PROPERTY OR CLAIM IT AS HOMESTEAD. HER HOMESTEAD PROPERTY IS: 2902 GREYSTONE DRIVE PACE, FL 32571

SUBJECT TO: Taxes for 2005 and subsequent years; restrictions attached hereto and made a part hereof; reservations and easements of record; and county zoning regulations.

TOGETHER WITH all the tenements, hereditaments and appurtenances, with every privilege, right, title and interest which the said party of the first part, as Trustee, has in and to said property herein described.

TO HAVE AND TO HOLD the same in fee simple forever.

THE PARTY of the first part does hereby covenant with the party of the second part that the party of the first part has not made, done or suffered any act, matter or thing whatsoever since becoming Trustee as aforesaid whereby the above-granted premises or any part thereof now or at any time hereinafter shall be impeached, charged or encumbered in any manner whatsoever.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be executed as Trustee, as aforesaid, the day and year first above written.

SIGNED, SEALED and delivered in our presence:

Witness

Witness

By

Linda Raney Paul, Individually and as Trustee

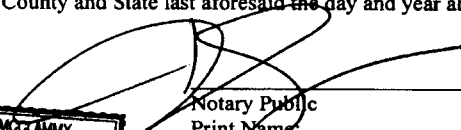
State of Florida
County of Escambia

I HEREBY CERTIFY that on this April 19, 2005, before me Linda Raney Paul, Trustee of the Linda Raney Trust personally known to me to be the person described and who executed the foregoing conveyance or who produced _____ as identification and who did take an oath, and they acknowledged the execution thereof to be their free act and deed for the uses and purposes therein mentioned and the said instrument is the act and deed of said Trustee aforesaid.

WITNESS my hand and official seal in the County and State last aforesaid the day and year above written.

(SEAL)




Notary Public

Print Name:

My Commission Expires:

PREPARED BY: Community Enterprise Investments, Inc.
302 N. Barcelona Street
Pensacola, Florida 32501
850/586-6234

REC
DOCS 350.00
INT 200.00
05-041305

RETURN TO:
CITIZENS FIRST GROUP, INC.
4300 BAYVIEW BLVD, SUITE 31
PENSACOLA, FL 32505

FIRST MORTGAGE

THIS MORTGAGE is made this 19th day of April, 2005, by RANDOLPH H. ROMANO and REBECCA J. ROMANO,
*, herein called the Mortgagor, to Community Enterprise Investments, Inc. its successors and assigns herein called
the Mortgagee.

*as joint tenants with full rights of survivorship

Mortgagor in order to secure the repayment of the indebtedness evidenced by the Note (a copy of which is attached hereto as
the last page hereof and incorporated herein), with interest thereon, the payment of all other sums, with interest thereon, advanced
in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Mortgagor
contained herein and in said note, does hereby mortgage, grant and convey to Mortgagee the following described property in the State
of Florida, County of Escambia.

5 INTERBAY AVENUE
PENSACOLA, FLORIDA 32507

(SEE ATTACHED SCHEDULE "A")

THE MORTGAGORS DO NOT RESIDE ON DESCRIBED PROPERTY OR CLAIM IT AS HOMESTEAD

together with all buildings, furniture, fixtures, improvements and all other personal property now located upon the above
described premises, and which may hereafter become located upon the above described premises, together with all rents,
royalties, profits, income and revenue now and hereafter accruing from and upon the above described real and personal property
including mineral, oil and gas rights and profits, and water rights. This document shall be deemed a security agreement with
regard to all such personal property.

Mortgagor covenants with Mortgagee that Mortgagor is lawfully seized of said property in fee simple; that the said
Mortgagor has full power and lawful right to mortgage, grant and convey said property; that it shall be lawful for said Mortgagee at
all times peaceably and quietly to enter upon, hold, occupy and enjoy said property; that said property is free from all
encumbrances; that said Mortgagor will make such further assurances to perfect the fee simple title to said property in said
Mortgagee, as may reasonably be required; and that said Mortgagor does hereby fully warrant the title to said property and will
defend the same against the lawful claims of all persons whomsoever.

Provided, however, that if Mortgagor shall pay to Mortgagee the indebtedness described above and shall perform,
comply with and abide by each and every stipulation, agreement, condition and covenant of said promissory note and of this
mortgage then this mortgage shall be released and satisfied by Mortgagee.

For the purpose of inducing the Mortgagee to extend to the Mortgagor the credit hereby evidenced and secured, the
Mortgagee and Mortgagor hereby covenant and agree as follows:

1. Mortgagor shall promptly pay when first due all indebtedness secured hereby. This covenant shall be
construed to constitute an independent, unequivocal and unconditional obligation on the part of the Mortgagor to pay to the
Mortgagee the indebtedness hereby secured.
2. Mortgagor shall:
 - a. Unless paid in accordance with paragraph 3, hereof, promptly pay when due all and singular the taxes,
assessments, levies, liabilities, liens and encumbrances of every nature and kind imposed and levied on the above described
property or any part thereof; to promptly deliver to the Mortgagee, when received or issued, all official receipts and satisfactions
showing performance of the covenants hereof. If the Mortgagor shall default in the performance of the covenants hereof, the said
Mortgagee may at any time, without waiving or affecting his option to foreclose, or any right hereunder, pay said taxes,
assessments, levies, liabilities and encumbrances, and every payment so made by the mortgagee shall bear interest from the
date of payment thereof at the highest rate allowed by law, as stated in the note.
 - b. Promptly pay when due all intangible personal property taxes; occupation, excise, sales and
transaction taxes; unemployment and withholding taxes; all licenses of whatsoever kind, including but not limited to alcoholic
beverage license; and all other taxes and licenses levied or exacted by any authority relating to the use, operation and business
of the Mortgagor conducted on the aforesaid encumbered property; and to promptly deliver or exhibit to the Mortgagee, when
received or issued, all official receipts and proof of payment of each of the aforesaid.
 - c. Promptly pay when due all operating, maintenance and servicing charges and costs relating to the real and
personal property encumbered by this mortgage, including but not limited to telephone, gas, electricity, water, water connection,
sewer, sewer connections, and all other expenses incurred in the use and operation of said encumbered property, and to furnish
or exhibit to the Mortgagee proof of the performance of the provisions hereof.
3. Subject to applicable law and upon request by Mortgagee, Mortgagor shall pay to Mortgagee on the day
monthly installments of principal and interest are payable under the Note, until the Note is paid in full a sum (therein "Funds")
equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Mortgage, and ground rents on the
Property, if any, plus one-twelfth of yearly premium installments of hazard insurance, plus one-twelfth of yearly premium
installments for Mortgage insurance, if any, all as reasonably estimated initially and from time to time by Mortgagee on the basis
of assessments and bills and reasonable estimates thereof.

RECORDED AS RECEIVED

PREPARED BY: Community Enterprise Investments, Inc.
302 N. Barcelona Street
Pensacola, Florida 32501
850/595-6234

SECOND MORTGAGE

THIS MORTGAGE is made this 12th day of July, 2006, by **RANDOLPH H. ROMANO and REBECCA J. ROMANO**, as joint tenants with full rights of survivorship, herein called the Mortgagor, to Community Enterprise Investments, Inc. its successors and assigns herein called the Mortgagee.

Mortgagor in order to secure the repayment of the indebtedness evidenced by the Note (a copy of which is attached hereto as the last page hereof and incorporated herein), with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Mortgagor contained herein and in said note, does hereby mortgage, grant and convey to Mortgagee the following described property in the State of Florida, County of Escambia.

**5 INTERBAY AVENUE
PENSACOLA, FLORIDA 32507**
aka

The East 78 feet of Lots 8 and 9, Block 41, Second Addition to New Warrington, according to the plat thereof, recorded in Plat Book 1, Page 35, of the Public Records of Escambia County, Florida

THE MORTGAGORS DO NOT RESIDE ON DESCRIBED PROPERTY OR CLAIM IT AS HOMESTEAD

together with all buildings, furniture, fixtures, improvements and all other personal property now located upon the above described premises, and which may hereafter become located upon the above described premises, together with all rents, royalties, profits, income and revenue now and hereafter accruing from and upon the above described real and personal property including mineral, oil and gas rights and profits, and water rights. This document shall be deemed a security agreement with regard to all such personal property.

Mortgagor covenants with Mortgagee that Mortgagor is lawfully seized of said property in fee simple; that the said Mortgagor has full power and lawful right to mortgage, grant and convey said property; that it shall be lawful for said Mortgagee at all times peaceably and quietly to enter upon, hold, occupy and enjoy said property; that said property is free from all encumbrances; that said Mortgagor will make such further assurances to perfect the fee simple title to said property in said Mortgagee, as may reasonably be required; and that said Mortgagor does hereby fully warrant the title to said property and will defend the same against the lawful claims of all persons whomsoever.

Provided, however, that if Mortgagor shall pay to Mortgagee the indebtedness described above and shall perform, comply with and abide by each and every stipulation, agreement, condition and covenant of said promissory note and of this mortgage then this mortgage shall be released and satisfied by Mortgagee.

For the purpose of inducing the Mortgagee to extend to the Mortgagor the credit hereby evidenced and secured, the Mortgagee and Mortgagor hereby covenant and agree as follows:

1. Mortgagor shall promptly pay when first due all indebtedness secured hereby. This covenant shall be construed to constitute an independent, unequivocal and unconditional obligation on the part of the Mortgagor to pay to the Mortgagee the indebtedness hereby secured.

2. Mortgagor shall:

a. Unless paid in accordance with paragraph 3, hereof, promptly pay when due all and singular the taxes, assessments, levies, liabilities, liens and encumbrances of every nature and kind imposed and levied on the above described property or any part thereof; to promptly deliver to the Mortgagee, when received or issued, all official receipts and satisfactions showing performance of the covenants hereof. If the Mortgagor shall default in the performance of the covenants hereof, the said Mortgagee may at any time, without waiving or affecting his option to foreclose, or any right hereunder, pay said taxes, assessments, levies, liabilities and encumbrances, and every payment so made by the mortgagee shall bear interest from the date of payment thereof at the highest rate allowed by law, as stated in the note.

b. Promptly pay when due all intangible personal property taxes; occupation, excise, sales and transaction taxes; unemployment and withholding taxes; all licenses of whatsoever kind, including but not limited to alcoholic beverage license; and all other taxes and licenses levied or exacted by any authority relating to the use, operation and business of the Mortgagor conducted on the aforesaid encumbered property; and to promptly deliver or exhibit to the Mortgagee, when received or issued, all official receipts and proof of payment of each of the aforesaid.

c. Promptly pay when due all operating, maintenance and servicing charges and costs relating to the real and personal property encumbered by this mortgage, including but not limited to telephone, gas, electricity, water, water connection, sewer, sewer connections, and all other expenses incurred in the use and operation of said encumbered property, and to furnish or exhibit to the Mortgagee proof of the performance of the provisions herof.

3. Subject to applicable law and upon request by Mortgagee, Mortgagor shall pay to Mortgagee on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full a sum (therein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Mortgage, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments of hazard insurance, plus one-twelfth of yearly premium installments for Mortgage insurance, if any, all as reasonably estimated initially and from time to time by Mortgagee on the basis of assessments and bills