

# CERTIFICATION OF TAX DEED APPLICATION

Sections 197.502 and 197.542, Florida Statutes

0521-08

513  
R. 07/19

## Part 1: Tax Deed Application Information

Applicant Name Applicant Address	TLOA OF FLORIDA LLC CAPITOL ONE BANK, C/O TLOA HOLDINGS, LLC PO BOX 54077 NEW ORLEANS, LA 70154-4077	Application date	Apr 21, 2020
Property description	LOPEZ GABRIEL & CORINA BARBOZA 4607 LILLIAN HWY PENSACOLA, FL 32506 4607 LILLIAN HWY W 74 FT OF LT 1 BLK A BUENA VISTA S/D PB 2 P 91 OR 5672 P 968 CA 174	Certificate #	2018 / 3721
		Date certificate issued	06/01/2018
		Deed application number	2000415
		Account number	07-1986-000

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

Column 1 Certificate Number	Column 2 Date of Certificate Sale	Column 3 Face Amount of Certificate	Column 4 Interest	Column 5: Total (Column 3 + Column 4)
# 2018/3721	06/01/2018	740.42	37.02	777.44
→ Part 2: Total*				777.44

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

Column 1 Certificate Number	Column 2 Date of Other Certificate Sale	Column 3 Face Amount of Other Certificate	Column 4 Tax Collector's Fee	Column 5 Interest	Total (Column 3 + Column 4 + Column 5)
# 2019/3511	06/01/2019	746.66	6.25	37.33	790.24
Part 3: Total*					790.24

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

1. Cost of all certificates in applicant's possession and other certificates redeemed by applicant (*Total of Parts 2 + 3 above)	1,567.68
2. Delinquent taxes paid by the applicant	0.00
3. Current taxes paid by the applicant	695.12
4. Property information report fee and Deed Application Recording and Release Fees	200.00
5. Tax deed application fee	175.00
6. Interest accrued by tax collector under s.197.542, F.S. (see Tax Collector Instructions, page 2)	0.00
7. <b>Total Paid (Lines 1-6)</b>	<b>2,637.80</b>

I certify the above information is true and the tax certificates, interest, property information report fee, and tax collector's fees have been paid, and that the property information statement is attached.

Sign here:	Escambia County, Florida
Signature, Tax Collector or Designee	Date April 29th, 2020

*Send this certification to the Clerk of Court by 10 days after the date signed. See Instructions on Page 2*

<b>Part 5: Clerk of Court Certified Amounts (Lines 8-14)</b>	
8. Processing tax deed fee	
9. Certified or registered mail charge	
10. Clerk of Court advertising, notice for newspaper, and electronic auction fees	
11. Recording fee for certificate of notice	
12. Sheriff's fees	
13. Interest (see Clerk of Court Instructions, page 2)	
14. <b>Total Paid (Lines 8-13)</b>	
15. Plus one-half of the assessed value of homestead property, if applicable under s. 197.502(6)(c), 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, and 16 if applicable)	
18. Redemption fee	6.25
19. Total amount to redeem	
Sign here:  Signature, Clerk of Court or Designee	Date of sale <u>5-3-21</u>

### INSTRUCTIONS

#### **Tax Collector (complete Parts 1-4)**

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

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

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

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

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

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

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

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

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

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

#### **Clerk of Court (complete Part 5)**

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

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

**APPLICATION FOR TAX DEED**  
Section 197.502, Florida Statutes

512  
R. 12/16

Application Number: 2000415

To: Tax Collector of ESCAMBIA COUNTY, Florida

I,

TLOA OF FLORIDA LLC  
CAPITOL ONE BANK, C/O TLOA HOLDINGS, LLC PO BOX 54077  
NEW ORLEANS, LA 70154-4077,

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
07-1986-000	2018/3721	06-01-2018	W 74 FT OF LT 1 BLK A BUENA VISTA S/D PB 2 P 91 OR 5672 P 968 CA 174

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  
TLOA OF FLORIDA LLC  
CAPITOL ONE BANK, C/O TLOA HOLDINGS, LLC PO  
BOX 54077  
NEW ORLEANS, LA 70154-4077

04-21-2020  
Application Date

\_\_\_\_\_  
Applicant's signature



# Chris Jones

## Escambia County Property Appraiser

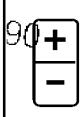
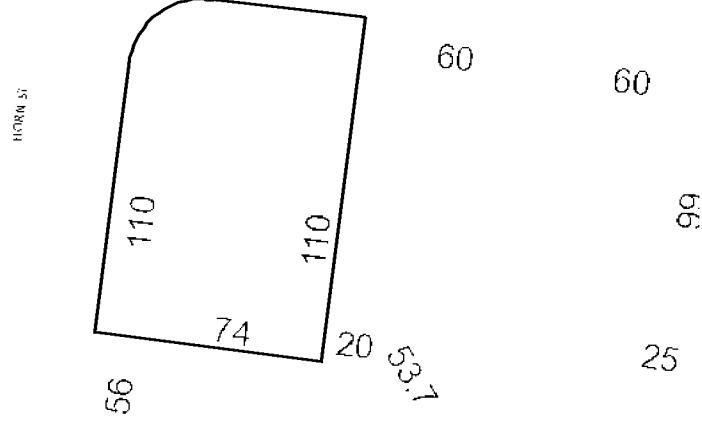
Real Estate Search

Tangible Property Search

Sale List

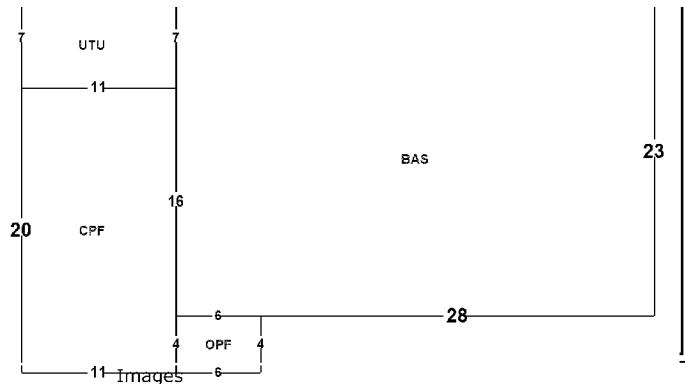
◀ Navigate Mode  Account  Reference ▶

Printer Friendly Version

<b>General Information</b> <p><b>Reference:</b> 342S301172000001  <b>Account:</b> 071986000  <b>Owners:</b> LOPEZ GABRIEL &amp; CORINA BARBOZA  <b>Mail:</b> 4607 LILLIAN HWY PENSACOLA, FL 32506  <b>Situs:</b> 4607 LILLIAN HWY 32506  <b>Use Code:</b> SINGLE FAMILY RESID   <b>Taxing Authority:</b> COUNTY MSTU  <b>Tax Inquiry:</b> <a href="#">Open Tax Inquiry Window</a>            Tax Inquiry link courtesy of Scott Lunsford            Escambia County Tax Collector         </p>	<b>Assessments</b> <table border="1"> <thead> <tr> <th>Year</th><th>Land</th><th>Imprv</th><th>Total</th><th>Cap Val</th></tr> </thead> <tbody> <tr> <td>2019</td><td>\$7,000</td><td>\$33,007</td><td>\$40,007</td><td>\$40,007</td></tr> <tr> <td>2018</td><td>\$7,000</td><td>\$30,649</td><td>\$37,649</td><td>\$37,649</td></tr> <tr> <td>2017</td><td>\$7,000</td><td>\$29,444</td><td>\$36,444</td><td>\$36,444</td></tr> </tbody> </table>	Year	Land	Imprv	Total	Cap Val	2019	\$7,000	\$33,007	\$40,007	\$40,007	2018	\$7,000	\$30,649	\$37,649	\$37,649	2017	\$7,000	\$29,444	\$36,444	\$36,444										
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<b><u>Disclaimer</u></b>																															
<b><u>Tax Estimator</u></b>																															
<b><u>&gt; File for New Homestead Exemption Online</u></b>																															
<b>Sales Data</b> <table border="1"> <thead> <tr> <th>Sale Date</th> <th>Book</th> <th>Page</th> <th>Value</th> <th>Type</th> <th>Official Records (New Window)</th> </tr> </thead> <tbody> <tr> <td>06/2005</td> <td>5672</td> <td>968</td> <td>\$43,000</td> <td>WD</td> <td><a href="#">View Instr</a></td> </tr> <tr> <td>04/2004</td> <td>5384</td> <td>970</td> <td>\$22,500</td> <td>WD</td> <td><a href="#">View Instr</a></td> </tr> <tr> <td>02/2004</td> <td>5360</td> <td>1182</td> <td>\$28,500</td> <td>CT</td> <td><a href="#">View Instr</a></td> </tr> <tr> <td>07/1998</td> <td>4291</td> <td>160</td> <td>\$40,000</td> <td>WD</td> <td><a href="#">View Instr</a></td> </tr> </tbody> </table> <p>Official Records Inquiry courtesy of Pam Childers            Escambia County Clerk of the Circuit Court and            Comptroller</p>	Sale Date	Book	Page	Value	Type	Official Records (New Window)	06/2005	5672	968	\$43,000	WD	<a href="#">View Instr</a>	04/2004	5384	970	\$22,500	WD	<a href="#">View Instr</a>	02/2004	5360	1182	\$28,500	CT	<a href="#">View Instr</a>	07/1998	4291	160	\$40,000	WD	<a href="#">View Instr</a>	<b>2019 Certified Roll Exemptions</b> None
Sale Date	Book	Page	Value	Type	Official Records (New Window)																										
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	<b>Legal Description</b> W 74 FT OF LT 1 BLK A BUENA VISTA S/D PB 2 P 91 OR 5672 P 968 CA 174																														
<b>Extra Features</b> None																															
<b>Parcel Information</b> <p><b>Section Map Id:</b> CA174 </p> <p><b>Approx. Acreage:</b> 0.1874</p> <p><b>Zoned:</b>  HDMU</p> <p><b>Evacuation &amp; Flood Information</b> <a href="#">Open Report</a></p> <p> <a href="#">View Florida Department of Environmental Protection (DEP) Data</a></p>	<a href="#">Launch Interactive Map</a> 																														
<b>Buildings</b> <p>Address: 4607 LILLIAN HWY, Year Built: 1951, Effective Year: 1951</p> <table border="1"> <tr> <td><b>Structural Elements</b></td> </tr> <tr> <td><b>DECOR/MILLWORK-BELOW AVERAGE</b></td> </tr> <tr> <td><b>DWELLING UNITS-1</b></td> </tr> <tr> <td><b>EXTERIOR WALL-CONCRETE BLOCK</b></td> </tr> <tr> <td><b>FLOOR COVER-CARPET</b></td> </tr> <tr> <td><b>FOUNDATION-SLAB ON GRADE</b></td> </tr> <tr> <td><b>HEAT/AIR-CENTRAL H/AC</b></td> </tr> </table>		<b>Structural Elements</b>	<b>DECOR/MILLWORK-BELOW AVERAGE</b>	<b>DWELLING UNITS-1</b>	<b>EXTERIOR WALL-CONCRETE BLOCK</b>	<b>FLOOR COVER-CARPET</b>	<b>FOUNDATION-SLAB ON GRADE</b>	<b>HEAT/AIR-CENTRAL H/AC</b>																							
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**INTERIOR WALL-DRYWALL-PLASTER**  
**NO. PLUMBING FIXTURES-3**  
**NO. STORIES-1**  
**ROOF COVER-COMPOSITION SHG**  
**ROOF FRAMING-GABLE**  
**STORY HEIGHT-0**  
**STRUCTURAL FRAME-MASONRY**  
**PIL/STL**

 Areas - 1103 Total SF  
**BASE AREA - 782**  
**CARPORT FIN - 220**  
**OPEN PORCH FIN - 24**  
**UTILITY UNF - 77**



8/10/16

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:05/08/2020 (tc.2441)

Pam Childers  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY FLORIDA  
INST# 2020044487 6/3/2020 3:43 PM  
OFF REC BK: 8306 PG: 855 Doc Type: TDN

## NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That **TLOA OF FLORIDA LLC CAPITOL ONE BANK C/O TLOA HOLDINGS LLC** holder of Tax Certificate No. 03721, issued the 1st day of June, A.D., 2018 has filed same in my office and has made application for a tax deed to be issued thereon. Said certificate embraces the following described property in the County of Escambia, State of Florida, to wit:

**W 74 FT OF LT 1 BLK A BUENA VISTA S/D PB 2 P 91 OR 5672 P 968 CA 174**

**SECTION 34, TOWNSHIP 2 S, RANGE 30 W**

**TAX ACCOUNT NUMBER 071986000 (0521-08)**

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

**GABRIEL LOPEZ and CORINA BARBOZA**

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 May, which is the 3rd day of May 2021.**

Dated this 3rd day of June 2020.

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  
 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



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

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

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

**PAM CHILDERS, CLERK OF THE CIRCUIT COURT**  
**Tax Certificate Redeemed From Sale**  
**Account: 071986000 Certificate Number: 003721 of 2018**

**Payor: ADRIANA PEREZ ESQUIVEL 5498 DEERWOOD RD PENSACOLA FL 32526      Date**  
**07/31/2020**

Clerk's Check #	1	Clerk's Total	\$58.07	2930.77
Tax Collector Check #	1	Tax Collector's Total	\$3,158.42	
		Postage	\$60.00	
		Researcher Copies	\$40.00	
		Recording	\$10.00	
		Prep Fee	\$7.00	
		Total Received	\$3,833.49	

~~\$2947.77~~

**PAM CHILDERS**  
**Clerk of the Circuit Court**

Received By:  
 Deputy Clerk

A handwritten signature in black ink, appearing to read "Pam Childers".

**PAM CHILDERS**  
 CLERK OF THE CIRCUIT COURT  
 ARCHIVES AND RECORDS  
 CHILDSUPPORT  
 CIRCUIT CIVIL  
 CIRCUIT CRIMINAL  
 COUNTY CIVIL  
 COUNTY CRIMINAL  
 DOMESTIC RELATIONS  
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**BRANCH OFFICES**  
 ARCHIVES AND RECORDS  
 JUVENILE DIVISION  
 CENTURY

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

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

**Case # 2018 TD 003721**

**Redeemed Date** 07/31/2020

**Name** ADRIANA PEREZ ESQUIVEL 5498 DEERWOOD RD PENSACOLA FL 32526

Clerk's Total = TAXDEED	\$558.07	\$2930.77
Due Tax Collector = TAXDEED	\$3,158.42	
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
------	--------	------	-------------	------------	------------

**FINANCIAL SUMMARY**

No Information Available - See Dockets


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

**Tax Deed - Redemption Calculator**  
**Account: 071986000 Certificate Number: 003721 of 2018**

Redemption	No <input type="button" value="▼"/>	Application Date	04/21/2020	Interest Rate	18%
		Final Redemption Payment ESTIMATED		Redemption Overpayment ACTUAL	
		Auction Date 05/03/2021		Redemption Date 07/31/2020	
Months	13			3	
Tax Collector	\$2,637.80			\$2,637.80	
Tax Collector Interest	\$514.37			\$118.70	
Tax Collector Fee	\$6.25			\$6.25	
Total Tax Collector	\$3,158.42			\$2,762.75	
Record TDA Notice	\$17.00			\$17.00	
Clerk Fee	\$130.00			\$130.00	
Sheriff Fee	\$120.00			\$120.00	
Legal Advertisement	\$200.00			\$200.00	
App. Fee Interest	\$91.07			\$21.02	
Total Clerk	\$558.07			\$488.02	
Release TDA Notice (Recording)	\$10.00			\$10.00	
Release TDA Notice (Prep Fee)	\$7.00			\$7.00	
Postage	\$60.00			\$0.00	
Researcher Copies	\$40.00			\$0.00	
Total Redemption Amount	\$3,833.49			\$3,267.77	
		Repayment Overpayment Refund Amount		\$565.72	
Book/Page	8306			855	

Pam Childers  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY FLORIDA  
INST# 2020062388 7/31/2020 10:21 AM  
OFF REC BK: 8341 PG: 1328 Doc Type: RTD

## RELEASE OF NOTICE OF APPLICATION FOR TAX DEED

Pursuant to § 197.502(5)(c), Florida Statutes, the Escambia County Clerk of Court fully releases the Notice of Tax Deed Application recorded at Official Records Book 8306, Page 855, of Escambia County, for the tax certificate, tax deed, and property described below:

Tax Certificate No. Certificate No. 03721, issued the 1st day of June, A.D., 2018

TAX ACCOUNT NUMBER: 071986000 (0521-08)

### DESCRIPTION OF PROPERTY:

**W 74 FT OF LT 1 BLK A BUENA VISTA S/D PB 2 P 91 OR 5672 P 968 CA 174**

**SECTION 34, TOWNSHIP 2 S, RANGE 30 W**

NAME IN WHICH ASSESSED: GABRIEL LOPEZ and CORINA BARBOZA

Dated this 31st day of July 2020.

PAM CHILDERS  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY, FLORIDA



By:  
Emily Hogg  
Deputy Clerk





# CERTIFICATION OF TAX DEED APPLICATION

Sections 197.502 and 197.542, Florida Statutes

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

## Part 1: Tax Deed Application Information

Applicant Name Applicant Address	TLOA OF FLORIDA LLC CAPITOL ONE BANK, C/O TLOA HOLDINGS, LLC PO BOX 54077 NEW ORLEANS, LA 70154-4077	Application date	Apr 21, 2020
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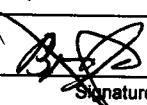
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6. Interest accrued by tax collector under s.197.542, F.S. (see Tax Collector Instructions, page 2)	0.00
7. Total Paid (Lines 1-6)	2,637.80

I certify the above information is true and the tax certificates, interest, property information report fee, and tax collector's fees have been paid, and that the property information statement is attached.

Sign here:   
Signature, Tax Collector or Designee

Escambia, Florida  
Date August 25th, 2020

Send this certification to the Clerk of Court by 10 days after the date signed. See Instructions on Page 2

**Part 5: Clerk of Court Certified Amounts (Lines 8-14)**

8. Processing tax deed fee	
9. Certified or registered mail charge	
10. Clerk of Court advertising, notice for newspaper, and electronic auction fees	
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13. Interest (see Clerk of Court Instructions, page 2)	
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15. Plus one-half of the assessed value of homestead property, if applicable under s. 197.502(6)(c), F.S.	
16. Statutory opening bid (total of Lines 7, 14, 15, and 16 if applicable)	
Sign here: _____	
Signature, Clerk of Court or Designee	
Date of sale <u>05/03/2021</u>	

**INSTRUCTIONS**

*+6.25*

**Tax Collector (complete Parts 1-4)**

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

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

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

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

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

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

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

**Clerk of Court (complete Part 5)**

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

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



## PROPERTY INFORMATION REPORT

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

THE ATTACHED REPORT IS ISSUED TO:

SCOTT LUNSFORD, ESCAMBIA COUNTY TAX COLLECTOR

TAX ACCOUNT #: 07-1986-000 CERTIFICATE #: 2018-3721

THIS REPORT IS NOT TITLE INSURANCE. THE LIABILITY FOR ERRORS OR OMISSIONS IN THIS REPORT IS LIMITED TO THE PERSON(S) EXPRESSLY IDENTIFIED BY NAME IN THE PROPERTY INFORMATION REPORT AS THE RECIPIENT(S) OF THE PROPERTY INFORMATION REPORT.

The attached Report prepared in accordance with the instructions given by the user named above includes a listing of the owner(s) of record of the land described herein together with current and delinquent ad valorem tax information and a listing and copies of all open or unsatisfied leases, mortgages, judgments and encumbrances recorded in the Official Record Books of Escambia County, Florida that appear to encumber the title to said land as listed on page 2 herein. It is the responsibility of the party named above to verify receipt of each document listed. If a copy of any document listed is not received, the office issuing this Report must be contacted immediately.

**This Report is subject to:** Current year taxes; taxes and assessments due now or in subsequent years; oil, gas, and mineral or any subsurface rights of any kind or nature; easements, restrictions and covenants of record; encroachments, overlaps, boundary line disputes, and any other matters that would be disclosed by an accurate survey and inspection of the premises.

This Report does not insure or guarantee the validity or sufficiency of any document attached, nor is it to be considered a title insurance policy, an opinion of title, a guarantee of title, or as any other form of guarantee or warranty of title.

Use of the term "Report" herein refers to the Property Information Report and the documents attached hereto.

Period Searched: February 12, 2001 to and including February 12, 2021 Abstractor: Vicki Campbell

BY

A handwritten signature in black ink, appearing to read "Michael A. Campbell".

Michael A. Campbell,  
As President

Dated: February 15, 2021

**PROPERTY INFORMATION REPORT  
CONTINUATION PAGE**

February 15, 2021

Tax Account #: 07-1986-000

1. The Grantee(s) of the last deed(s) of record is/are: **ADRIANA LIZBETH PEREZ ESQUIVEL**  
**By Virtue of Warranty Deed recorded 7/31/2020**
2. The land covered by this Report is: **See Attached Exhibit "A"**
3. The following unsatisfied mortgages, liens, and judgments affecting the land covered by this Report appear of record:
  - a. **Mortgage in favor of Genesis Development LLC recorded 6/30/2005 – OR 5672/970 together with collateral assignment in favor of Bank of Pensacola recorded 6/30/2005 – OR 5672/980**
4. Taxes:

**Taxes for the year(s) 2017-2019 are delinquent.**  
**Tax Account #: 07-1986-000**  
**Assessed Value: \$42,363**  
**Exemptions: NONE**
5. We find the following HOA names in our search (if a condominium, the condo docs book and page are included for your review): **NONE**

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

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

**PERDIDO TITLE & ABSTRACT, INC.**  
**PROPERTY INFORMATION REPORT**  
3050 Concho Drive, Pensacola, Florida 32507 | Phone 850-466-3077

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

**CERTIFICATION: TITLE SEARCH FOR TDA**

**TAX DEED SALE DATE:** MAY 3, 2021

**TAX ACCOUNT #:** 07-1986-000

**CERTIFICATE #:** 2018-3721

In compliance with Section 197.522, 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 2020 tax year.

**GABRIEL LOPEZ**  
**CORINA BARBOZA**  
**ADRIANA LIZBETH PEREZ ESQUIVEL**  
**4607 LILLIAN HWY**  
**PENSACOLA, FL 32506**

**GABRIEL LOPEZ**  
**CORINA BARBOZA**  
**2611 SANDICREST DR.**  
**CANTONMENT, FL 32533**

**GENESIS DEVELOPMENT LLC**  
**4521 BOHEMIA DR.**  
**PENSACOLA, FL 32504**

**SYNOVUS BANK FORMERLY**  
**COLUMBUS BANK AND TRUST COMPANY**  
**SUCCESSOR BY MERGER TO COASTAL**  
**BANK AND TRUST OF FLORIDA, FKA**  
**BANK OF PENSACOLA**  
**125 WEST ROMANA STREET, SUITE 400**  
**PENSACOLA, FL 32502**

Certified and delivered to Escambia County Tax Collector, this 15<sup>th</sup> day of February, 2021.

**PERDIDO TITLE & ABSTRACT, INC.**



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

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

**PROPERTY INFORMATION REPORT**

**February 15, 2021**

**Tax Account #: 07-1986-000**

**LEGAL DESCRIPTION  
EXHIBIT "A"**

**W 74 FT OF LT 1 BLK A BUENA VISTA S/D PB 2 P 91 OR 5672 P 968 CA 174**

**SECTION 34, TOWNSHIP 2 S, RANGE 30 W**

**TAX ACCOUNT NUMBER 07-1986-000 (0521-08)**

Recorded in Public Records 7/31/2020 8:56 AM OR Book 8341 Page 1070,  
Instrument #2020062335, Pam Childers Clerk of the Circuit Court Escambia  
County, FL Recording \$44.00 Deed Stamps \$245.00

This Instrument Prepared by:  
Trinidad Law Group, PLLC  
7 North Coyle Street  
Pensacola, FL 32502

Property Appraisers Parcel Identification  
(Folio) Number(s): 342S301172000001

Grantee's FEI/EIN: 039-33-2843

Space Above This Line for Processing Data

Space Above This Line for Recording

WARRANTY DEED  
(Individual)

THIS WARRANTY DEED, made this 20 day of February, 2020, by  
**Corina Barboza** and **Gabriel Lopez**, wife and husband,  
whose post office address is 2611 Sandicrest Drive, Cantonment, Escambia County, Florida, 32533,  
hereinafter called the GRANTORS, to  
**Adriana Lizbeth Perez Esquivel**, whose post office address is  
4607 Lillian Highway, Pensacola, Escambia County, Florida 32506,  
hereinafter called the GRANTEE:  
(Wherever used herein the terms Grantor and Grantee include all parties to this instrument and the  
heirs, legal representatives and assigns of individuals, and the successors and assigns of  
corporations.)

WITNESSETH: That said Grantors, for and in consideration of the sum of ten DOLLARS  
(\$10.00), and other good and valuable considerations to said Grantors in hand paid by said Grantee,  
the receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases,  
conveys and confirms unto the Grantee, and Grantee's heirs and assigns for ever, the following  
described land, situate, lying and being in Escambia County, Florida, to-wit:

THE WEST 74 FEET OF LOT 1, BLOCK A, BUENA VISTA SUBDIVISION, ACCORDING  
TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 91 OF THE  
PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

SUBJECT TO covenants, conditions, restrictions, reservations, limitations, easements and  
agreements of record, if any; taxes and assessments for the year 2020 and subsequent years; and to  
all applicable zoning ordinances and/or restrictions and prohibitions imposed by governmental  
authorities, if any.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in  
anywise appertaining.

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

BK: 8341 PG: 1071

Type of Infrastructure	Responsible Entity (i.e. Escambia Co., ECUA, Private, Homeowner)	Ownership
Water System	ECUA	ECUA
Gas	unknown	unknown
Other (i.e. Clubhouse)	n/a	n/a

This information is believed to be correct and is being provided as it appears on the County's website at [www.myescambia.com](http://www.myescambia.com).

This form completed by: Corina Barboza  
2611 Sandcrest Drive  
Cantonment, FL 32533

AS TO SELLER(S):

Corina Barboza

Corina Barboza, Seller

GABRIEL LOPEZ

Gabriel Lopez, Seller

Maria Aguilar  
Witness 1 Name: Maria Vicelyn Aguilar Herrera

Ashtela Tolentino  
Witness 2 Name: Ashtela Tolentino

Gabriel Acosta  
Witness 1 Name: Gabriel Acosta

D. Romero  
Witness 2 Name: D. Romero

Ashtela Tolentino  
Witness 1 Name: Ashtela Tolentino

Maria Aguilar  
Witness 2 Name: Maria Vicelyn Aguilar Herrera

Effective: this 20<sup>th</sup> day of February, 2020.

Page 2 of 2 C.B., A.P.

BK: 8341 PG: 1072

AND THE GRANTORS hereby covenant with said GRANTEE that except as noted above, the GRANTORS are lawfully seized of said land in fee simple; that the GRANTORS have good right and lawful authority to sell and convey said land; that the GRANTORS hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, GRANTORS have signed and sealed these presents the date set forth above.

Signed, sealed and delivered in our presence:

Signature:

*Maria Aguilera*

Print Name:

*Maria Yocelin Aguilera Henrery*

Witness #1

*Corina Barboza*

Corina Barboza, Grantor

Signature:

*Arishita Tabetine*

Print Name:

*Arishita Tabetine*

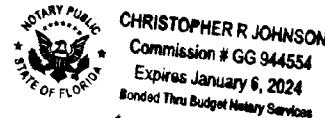
Witness #2

STATE OF FLORIDA

COUNTY OF Escambia

The foregoing instrument was sworn and acknowledged before me this 20<sup>th</sup> day of February, 2020, by: CORINA BARBOZA, as GRANTOR; who is personally known to me or has produced the following as identification: Mexico prisquet #636542860

{SEAL}



CHRISTOPHER R. JOHNSON

Commission # GG 944554

Expires January 6, 2024

Bonded Thru Budget Notary Services

Signature of Notary

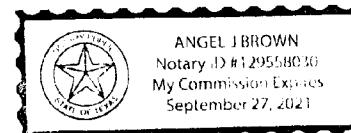
Printed Name Christopher Johnson

Notary Public, State of Florida

My commission expires:

02/21/21 10PM

Gabriel Lopez, Grantor



ANGEL J BROWN

Notary ID #129558030

My Commission Expires

September 27, 2021

Signature:

*Gabriel Lopez*

Print Name:

*Gabriel Lopez*

Witness #1

Signature:

*D. Romero*

Print Name:

*D. Romero*

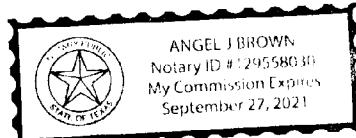
Witness #2

STATE OF FLORIDA

COUNTY OF Texas  
Bastrop

The foregoing instrument was sworn and acknowledged before me this 20<sup>th</sup> day of February, 2020, by: GABRIEL LOPEZ, as GRANTOR; who is personally known to me or has produced the following as identification: 09516-203.

{SEAL}



ANGEL J BROWN

Notary ID #129558030

My Commission Expires

September 27, 2021

Signature of Notary

Printed Name A. Brown

Notary Public, State of Florida

My commission expires:

9-27-21

**BK: 8341 PG: 1073**

## RESIDENTIAL SALES INFRASTRUCTURE MAINTENANCE DISCLOSURE

ATTENTION: Pursuant to section 86-165 of the Escambia County Code of Ordinances, sellers of residential lots are required to disclose to buyers who is responsible for maintenance of infrastructure within areas platted on or after June 1, 2017. Section 86-166 of the Escambia County Code of Ordinances requires this disclosure be attached along with other attachments to the deed or other method of conveyance required to be made part of the public records of Escambia County, Florida. Note: Acceptance for filing by County employees of this disclosure shall in no way be construed as an acknowledgment by the County of the veracity of any disclosure statement.

If multiple entities are responsible for maintenance of the same type of infrastructure within the platted area, you must attach an additional disclosure form for each responsible entity and designate the area of responsibility by lot and block. If additional space is needed, please check box and attach additional pages.

Name of Subdivision: BUENA VISTA

Lots & Blocks: THE WEST 74 FEET OF LOT 1, BLOCK A, BUENA VISTA SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 91 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

## Responsibility of Infrastructure Maintenance Disclosure

Type of Infrastructure	Responsible Entity i.e. Escambia Co., ECUA, Private, Homeowner)	Ownership
Road(s)	County	County
Bridge(s)	n/a	n/a
Retention Pond(s)	County	owner
Stormwater Conveyance	n/a	n/a
or Easements (rear yard)	n/a	n/a
Easements between lots (side yard)	n/a	n/a
Sewer Lift Station Central	unknown	ECUA
Sewer System	unknown	ECUA

Page 1 of 2 C.B. A.P.

## RESIDENTIAL SALES ABUTTING ROADWAY MAINTENANCE DISCLOSURE

ATTENTION: Pursuant to section 86-165 of the Escambia County Code of Ordinances, sellers of residential lots are required to disclose to buyers whether abutting roadways will be maintained by Escambia County. The disclosure must additionally provide that Escambia County does not accept roads for maintenance that have not been built or improved to meet county standards. Section 86-166 of the Escambia County Code of Ordinances requires this disclosure be attached along with other attachments to the deed or other method of conveyance required to be made part of the public records of Escambia County, Florida. Note: Acceptance for filing by County employees of this disclosure shall in no way be construed as an acknowledgment by the County of the veracity of any disclosure statement.

Name of Roadway: Lillian Highway

Legal Address of Property: 4607 Lillian Highway, Pensacola, FL 32506

The County (X) has accepted ( ) has not accepted the abutting roadway for maintenance.

This information is believed to be correct and is being provided as it appears on the County's website at [www.mycscambia.com](http://www.mycscambia.com).

This form completed by: Corina Barboza  
2611 Sandicrest Drive  
Cantonment, FL 32533

AS TO SELLER(S):

Corina Barboza

Corina Barboza, Seller

GABRIEL LOPEZ  
Gabriel Lopez, Seller

AS TO BUYER(S):

Adriana Perez  
Adriana Lizbeth Perez Esquivel, Buyer

Effective: this 20 day of February, 2020.

Page 1 of 1 C.B. A.P.

Maria Aguilar  
Witness 1 Name: Maria Cecilia Aguilar Herrera

Trishelle Tolentino  
Witness 2 Name: Trishelle Tolentino

Gabriel Acosta # 71749-053  
Witness 1 Name: Gabriel Acosta # 71749-053

D. ROMERO #17998032  
Witness 2 Name: D. ROMERO #17998032

Trishelle Tolentino  
Witness 1 Name: Trishelle Tolentino

Maria Aguilar  
Witness 2 Name: Maria Cecilia Aguilar Herrera

Recorded in Public Records 06/30/2005 at 04:46 PM OR Book 5672 Page 970,  
Instrument #2005390685, Ernie Lee Magaha Clerk of the Circuit Court Escambia  
County, FL Recording \$86.50 MTG Stamps \$115.50 Int. Tax \$66.00

THIS INSTRUMENT WAS PREPARED BY  
JOHN W. MONROE, JR. OF  
EMMANUEL, SHEPPARD & CONDON  
ATTORNEYS AT LAW  
30 S. SPRING STREET  
POST OFFICE DRAWER 1271  
PENSACOLA, FLORIDA 32596  
File No. B0005-107977mkk

THIS IS A BALLOON MORTGAGE AND THE FINAL PAYMENT OR THE BALANCE  
DUE UPON MATURITY IS \$26,557.43, TOGETHER WITH ACCRUED INTEREST, IF ANY,  
AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF  
THIS MORTGAGE.

STATE OF FLORIDA

COUNTY OF ESCAMBIA

MORTGAGE  
AND  
SECURITY AGREEMENT

**KNOW ALL MEN BY THESE PRESENTS**, That CORINA BARBOZA AND  
GABRIEL LOPEZ, WIFE AND HUSBAND, whose address is 4607 Lillian Highway,  
Pensacola, FL 32506, hereinafter called Mortgagor, for and in consideration of the sum of  
Thirty Three Thousand and 00/100 Dollars, (\$33,000.00) to them in hand paid by GENESIS  
DEVELOPMENT (LET US BUILD YOUR ENTERPRISES), LLC, whose mailing address is:  
4521 Bohemia Drive, Pensacola, FL 32504, hereinafter called Mortgagee, the receipt whereof is  
hereby acknowledged, has granted, bargained and sold, and by these presents do grant, bargain,  
sell, alien, remise, release, convey and confirm unto the said Mortgagee forever, the following  
described real estate, situate, lying and being in the County of Escambia, State of Florida, to-wit:

The West 74 feet of Lot 1, Block A, Buena Vista Subdivision, according to the map or  
plat thereof as recorded in Plat Book 2, page 91, public records of Escambia County,  
Florida.

For additional terms and provisions, see the attached Wrap Around Addendum.

If all or any part of the premises hereby encumbered is sold or transferred by the  
Mortgagor herein, in any manner whatsoever, without the Mortgagee's prior written consent, then  
the Mortgagee may at his option, declare all sums secured by this mortgage to be immediately  
due and payable upon written notice to that effect to Mortgagors. The Mortgagee shall have  
waived such option to accelerate if, prior to the sale or transfer, mortgagee and the person to  
whom the premises are to be sold or transferred, reach agreement in writing that the transfer  
charges and the interest payable on the sums secured by this Mortgage shall be in such amount  
and at such a rate as the Mortgagee shall determine. A sale or transfer as contemplated by this  
paragraph shall specifically not include the creation of a lien or encumbrance subordinate to this  
Mortgage or the creation of a purchase money security interest for household purposes or a  
transfer by devise, descent or by operation of law upon the death of a joint tenant or the grant of  
any leasehold interest of one year or less not containing an option to purchase.

TOGETHER WITH all improvements now or hereafter located on said real property and  
all fixtures, appliances, apparatus, equipment, fittings, furnishings, accessories, heating and air  
conditioning equipment, plumbing, machinery, articles of personal property, and all building  
materials, supplies and goods delivered to the real property for purposes of being affixed to,  
installed, incorporated or otherwise used in the buildings, structures or other improvements now

or hereafter located thereon, together with all additions and replacements of any of same (except those owned by lessees of said real property) now or hereafter affixed or attached (whether actually or constructively) thereto, placed upon, or used in any way in connection with the complete or comfortable use, occupancy, operation or maintenance of said real property, all licenses and permits used or required in connection with the use of said real property, all leases of said real property now or hereafter entered into and all right, title and interest of Mortgagor thereunder, including, without limitation, cash or securities deposited thereunder pursuant to said leases, and all rents, issues, proceeds, revenues and profits accruing from said real property and, without limitation, all oil, gas, minerals, water, crops, trees, timber and other emblements, and any rights or interest therein, and together with all proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, including, without limitation, proceeds of insurance and condemnation awards (the foregoing real property and tangible and intangible personal property hereinafter referred to collectively as the Mortgaged Property). Mortgagor hereby grants to Mortgagee a security interest in the foregoing described tangible and intangible personal property.

TO HAVE AND TO HOLD the Mortgaged Property, together with all and singular the tenements, hereditaments, easements and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders thereof and all the estate, right, title, interest, homestead, separate estate, possession, claim and demand whatsoever, as well in law as in equity, of Mortgagor and unto the same, and every part thereof, with the appurtenances of Mortgagor in and to the same, and every part and parcel thereof unto Mortgagee. And the said Mortgagor hereby covenants with said Mortgagee that the said Mortgagor is indefeasibly seized of said real property in fee simple; that the said Mortgagor has full power and lawful right to convey the same in fee simple as aforesaid; that it shall be lawful for the said Mortgagee at all times peaceably and quietly to enter upon, occupy and enjoy said real property and every part thereof; that the said real property and every part thereof is free from all encumbrances; that the said Mortgagor will make such further assurances to perfect the fee simple title to said real property in said Mortgagee as may reasonably be required; and that the said Mortgagor, does hereby fully warrant the title to said real property, and every part thereof, and will defend the same against the lawful claims of all persons whomsoever.

THE FOREGOING CONVEYANCE is intended to be, and is, a mortgage to secure the payment of promissory note of date even herewith for the sum of Thirty Three Thousand and 00/100 Dollars (\$33,000.00) made by the said Mortgagor payable to the order of the said Mortgagee after date, with interest and principal payable according to the terms set forth in said promissory note.

And also to secure the payment of any and all notes, liabilities and obligations of Mortgagor to Mortgagee, whether as maker, endorser, guarantor, or otherwise, which may now be in existence or accrue or arise hereafter, or be now owned or held by Mortgagee, or be acquired hereafter, it being the intent and purpose of Mortgagor to secure by this mortgage all notes for future advances and all other notes, claims, demands, liabilities, and obligations which Mortgagee may have, hold or acquire at any time within twenty years from the date of this mortgage against Mortgagor. The total amount of the indebtedness that may be secured by this mortgage may increase or decrease from time to time, but the total unpaid balance secured at any one time by this mortgage shall not exceed a maximum principal amount of \$33,000.00 plus interest, and any disbursements made by Mortgagee for the payment of taxes, levies or insurance on the property encumbered by this mortgage, with interest on such disbursements.

AND THE SAID MORTGAGOR does hereby covenant and agree:

1. To pay all and singular the principal, the interest and other sums of money payable by virtue of the said promissory note, and this mortgage, each and every one, promptly on the days, respectively, the same become due.
2. To pay all and singular the taxes, assessments, levies, liabilities, obligations and encumbrances of every nature and kind now on the Mortgaged Property, or that hereafter may be levied or assessed thereupon, each and every one of them and any and all documentary stamps, intangible taxes and assessments now or hereafter required to be paid by governmental authority on said note or on this mortgage; and if the same, or any part thereof, be not promptly paid when

due and payable, said Mortgagee may at any time pay the same; without waiving or affecting the option to foreclose this mortgage by reason of such default, or any right hereunder, and every payment so made shall bear interest from the date thereof at the highest rate allowed by law, and all such payments, with interest as aforesaid, shall be secured by the lien hereof. Mortgagor shall furnish Mortgagee receipt for ad valorem taxes on the Mortgaged Property no later than 15 days after the due date of same.

3. To pay all and singular the costs, fees, charges and expenses, of every nature and kind, including all the costs of an abstract of title to the above described lands found to be convenient or expedient in connection with any suit for the foreclosure of this mortgage, and also including all costs and expenses of the said suit, including attorney's fee in a reasonable amount to the attorney of the plaintiff foreclosing, which costs and fees shall be included in the lien of this mortgage, because of the failure on the part of the said Mortgagor to perform, comply with and abide by all or any of the covenants, conditions and stipulations of said promissory note, and this mortgage, and in the foreclosure of this mortgage and in collecting the amount secured hereby, each and every such payment shall bear interest from date thereof until paid at the highest rate allowed by law, and such payments with interest thereon as aforesaid, shall be secured by the lien hereof. "Attorney's fees," as that phrase is used in this mortgage shall include, among other things, the reasonable fees of the attorney and also of any legal assistants, paralegals, law clerks and others utilized by the attorney and under the attorney's supervision, as well as out-of-pocket costs incurred and/or advanced by any of same, all regardless of whether incurred in or advanced prior to the initiation of any legal or equitable proceeding, in arbitration, in trial, in any administrative, bankruptcy or other similar proceedings, or any appeal from any of same.

4. Mortgagor (a) shall not permit, commit or suffer any waste, impairment or deterioration of the Mortgaged Property, or any part thereof; (b) shall restore and repair promptly and in a good workmanlike manner all or any part of the Mortgaged Property to the equivalent of its original condition, or such other condition as Mortgagee may approve in writing, in the event of any damage, injury or loss thereto, whether or not insurance proceeds are available to cover in whole or in part the cost of such restoration or repair; (c) shall keep the Mortgaged Property, including improvements, fixtures, equipment, machinery and appliances thereon in good repair and shall replace fixtures, equipment, machinery and appliances on the Mortgaged Property when necessary to keep such items in good repair, including, but not limited to, well painted, weatherproofed and making of such repairs as Mortgagee may, from time to time, determine to be necessary for the preservation of the Mortgaged Property; (d) shall prudently and professionally manage the Mortgaged Property; (e) shall give notice in writing to Mortgagee of and, unless otherwise directed in writing by Mortgagee, appear in and defend any action or proceeding purporting to affect the Mortgaged Property, the security of this instrument or the rights or powers of Mortgagee; (f) shall comply with the provisions of any lease, if this mortgage is on a leasehold; and (g) if this mortgage is on a unit in a condominium, shall perform all of Mortgagor's obligations under the Declaration creating or governing the condominium, the by-laws and regulations of the condominium and constituent documents. Mortgagor shall first obtain the written consent of Mortgagee, such consent to be granted or withheld at the sole discretion of Mortgagee, before (i) removing or demolishing any building now or hereafter erected on the premises, (ii) altering the arrangement, design or structural character thereof, (iii) making any repairs which involve the removal of structural parts or the exposure of the interior of such building to the elements, (iv) cutting or removing or permitting the cutting or removal of any trees or timber on the Mortgaged Property, (v) removing or exchanging any tangible personal property which is part of the Mortgaged Property, except when incident to the replacement thereof with items of likekind, or (vi) entering into or modifying any leases of the Mortgaged Property. Mortgagee shall have the right to inspect the Mortgaged Property on reasonable notice to Mortgagor.

5. To keep the Mortgaged Property (or so much thereof as is insurable) insured against fire and windstorm and extended coverage in a sum of not less than FULL INSURABLE VALUE in a company to be approved by said Mortgagee, loss, if any, payable to the Mortgagee, as its interest may appear, including a "standard" Mortgagee clause, and to furnish Mortgagee original or memorandum copy of such policy or policies, and in the event any sum of money becomes payable under such policy or policies, the Mortgagee shall have the option to receive and apply the same on account of the indebtedness secured hereby, or to permit said Mortgagor to receive and use it, or any part thereof, for purpose of improving said land, without thereby

waiving or impairing any equity, lien or right under or by virtue of this mortgage, and said Mortgagee may place and pay for such insurance, or any part thereof, without waiving or affecting the option to foreclose, or any right hereunder, and each and every such payment shall bear interest from date thereof until paid at the highest rate allowed by law, and all such payments, with interest, as aforesaid, shall be secured by the lien hereof. The Mortgagee is empowered to adjust, compromise, submit to arbitration and appraisement and collect, and apply to the reduction of said indebtedness, and claim for loss arising under any insurance policy covering said premises; and to that end the Mortgagee is irrevocably appointed the attorney in fact of the Mortgagor to execute and deliver such receipts, releases and other writings as shall be requisite to accomplish such adjustments, compromise, arbitration, appraisement and collection. Unless Mortgagee and Mortgagor otherwise agree in writing, any application of insurance proceeds to principal shall not extend or postpone the due date of the installments referred to in the note and this mortgage or change the amount of such payments.

6. That if any of the said installments of interest due or payable by the terms of said promissory note or other obligations or other sum of money due or payable by virtue of this instrument, be not promptly and fully paid when the same become severally due and payable, without demand or notice, or if each and every one of the stipulations, covenants, agreements and conditions of the said promissory note or other obligations, and of this mortgage, any or either, are not duly and promptly performed, complied with and abided by, the said entire aggregate sum mentioned in the said promissory note and other obligations then remaining unpaid, with interest accrued, shall become due and payable forthwith or thereafter at the option of the Mortgagee, as fully and completely as if said aggregate sum and accrued interest were originally stipulated to be paid on such day, anything in the said promissory note or order obligations or herein, to the contrary notwithstanding. If Mortgagor shall make an assignment for the benefit of creditors, or if a receiver be appointed for Mortgagor of its property, or if Mortgagor files a petition in bankruptcy, or is adjudicated a bankrupt, or files any petition or institutes any proceedings under any chapter of Title 11 of the United States Code, or if Mortgagor becomes the subject of any proceedings, under any insolvency or bankruptcy act, for its reorganization or composition with its creditors, then on the happening of any one or more of these events, the whole indebtedness secured hereby shall immediately become due and payable, at the option of the Mortgagee, and this mortgage may thereupon be foreclosed.

7. It is further covenanted and agreed by said parties that in the event of a suit being instituted to foreclose this mortgage, the Mortgagee shall be entitled to apply at any time pending such foreclosure suit to the Court having jurisdiction thereof for the appointment of a Receiver of all and singular the Mortgaged Property, and of all the rents, income, profits, issues and revenues thereof, from whatsoever source derived; and thereupon it is hereby expressly covenanted and agreed that the Court shall forthwith appoint a Receiver of said Mortgaged Property, all and singular, and of such rents, income, profits, issues and revenues thereof, from whatsoever source derived; with the usual powers and duties of Receivers in like cases; and such appointment shall be made by such Court as a matter of strict right to the Mortgagee and without reference to the adequacy or inadequacy of the value of the property hereby mortgaged, or to the solvency or insolvency of the Mortgagor and that such rents, profits, income, issues and revenues shall be applied by such Receiver to the payment of the mortgage indebtedness, costs and charges, according to the order of such Court.

8. To perform, comply with and abide by each and every one of the stipulations, agreements, conditions and covenants in said promissory note and other obligations and set forth in this mortgage, and to comply with all statutes, laws, ordinances, regulations, covenants, conditions and restrictions affecting the Mortgaged Property, and not to cause or permit any violation thereof.

9. No person liable for the debt hereby secured, whether such liability is primary or secondary, and whether such liability is created by endorsement of the notes or as joint maker of the notes, or guarantor, or having assumed the obligation to pay said mortgage debtor otherwise liable for said mortgage debt, shall be released or discharged from liability of the aforesaid debt by virtue of any extension or renewal granted by the Mortgagee to the maker of the notes hereby secured, or any other person liable for said debt, whether primary or secondary. The Mortgagee is hereby expressly granted the right and power to grant such extensions to the makers of the notes hereby secured as said Mortgagee may deem advisable, without first obtaining the consent of any

other person liable for said debt, whether primary or secondary, and to take such renewals of the note and debt hereby secured as said Mortgagee may deem advisable, without first securing the consent of any other person liable for said indebtedness. No delay in the enforcement by the Mortgagee of any of the rights of said Mortgagee arising by virtue of this mortgage and promissory notes hereby secured operate as a release or discharge of any person liable for the debt hereby secured, whether primary or secondary.

10. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Mortgaged Property, or part thereof or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Mortgagee. Mortgagee shall also be entitled to recover from Mortgagor any attorney's fees incurred in connection therewith. If the property is abandoned by Mortgagor, or if, after notice by Mortgagee to Mortgagor that the condemner offers to make an award or settle a claim for damages, Mortgagor fails to respond to Mortgagee within 30 days after the date such notice is mailed, Mortgagee is authorized to collect and apply the proceeds, at Mortgagee's option, either to the restoration or repair of the Mortgaged Properly or to the sums secured by this mortgage. Unless Mortgagee and Mortgagor otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in the note and this mortgage or change the amount of such installments.

11. That neither the provisions of this mortgage nor any note secured hereby shall have the effect of or be construed as requiring or permitting Mortgagor to pay interest in excess of the highest rate per annum allowable by applicable law or any item or items of indebtedness referred to in this mortgage, and should any such excess be charged or paid, it shall be credited to the unpaid principal indebtedness.

12. If the indebtedness secured hereby is now or hereafter further secured by chattel mortgages, security interests, financing statements, pledges, contracts or guaranty, assignments of leases, or other securities, or if the Mortgaged Property hereby encumbered consists of more than than one parcel of real property, Mortgagee may at its option exhaust any one or more of said securities and security hereunder, either concurrently or independently, and in such order as it may determine.

13. That the monies advanced (as evidenced by the note secured by this mortgage) by Mortgagee to Mortgagor have been advanced after investigation and consideration of the creditworthiness and character of Mortgagor and the ability of Mortgagor to repay same and prudently manage the Mortgaged Property. On any sale or transfer of (a) all or any portion of the Mortgaged Property, or any interest therein (including but not limited to, the creation of a lien or encumbrance subordinate to the lien of this mortgage, or a transfer by agreement for deed or land contract, but specifically excluding a transfer of any portion of the Mortgaged Property for which a release price is paid to Mortgagee pursuant to any agreed upon release provision), or (b) beneficial interest in Mortgagor (if Mortgagor is not a natural person or persons but is a corporation, partnership, trust or other legal entity), Mortgagee may, at Mortgagee's option, declare all of the sums secured by this instrument to be immediately due and payable, and Mortgagee may invoke any remedies provided for herein. This option shall not apply in the case of: (i) transfer by devise or descent or by operation of law upon the death of a joint tenant or, if Mortgagor is not a natural person or persons but is a corporation, partnership, trust or other legal entity, of a shareholder, partner, beneficiary or other equity owner; (ii) sales or transfers when the transferee's creditworthiness and management ability are satisfactory to Mortgagee and the transferee has executed, prior to the sale or transfer, a written assumption agreement containing such terms as Mortgagee may require, including, if required by Mortgagee, payment of an assumption fee and/or an increase in the rate of interest payable under the note; (iii) the grant of a leasehold interest in a part of the Mortgaged Properly of three years or less (or such longer lease term as Mortgagee may permit by prior written approval) not containing an option to purchase (except any interest in the ground lease, if this instrument is on a leasehold); (iv) sales or transfers of beneficial interests in Mortgagor provided that such sales or transfers, together with all prior sales or transfers of beneficial interests in Mortgagor, but excluding sales or transfers under subparagraphs (i) and (II) above, do not result in more than 30% of the beneficial interests in Mortgagor having been sold or transferred subsequent to date hereof; (v) transfers of fixtures or any personal property pursuant to part 4 hereof; and (vi) the creation of a purchase money security interest for household appliances.

14. The Mortgagor hereby assigns, transfers and conveys unto the Mortgagee, the rents, royalties, income, revenues and profits accrued and to accrue from the Mortgaged Property, or any part thereof, including rentals and royalties under oil, gas and mineral leases, if any, during the lifetime of this mortgage, it being understood that as long as there is no default in the performance or observance of any of the covenants or agreements herein contained the Mortgagor shall have the privilege of collecting and receiving all rents, royalties, income revenues and profits accruing from the Mortgaged Property or any part thereof.

15. That the Mortgaged Properly (and any real property adjacent to or in the immediate vicinity of the Mortgaged Property owned by Mortgagor) has not and is not being used for the discharge, disbursal, release, dumping, storage, treatment, generation, manufacture, use or disposal of any toxic or hazardous waste, contaminating materials, pollutants, orally other substance potentially harmful to persons, property, the environment or natural resources (including but not limited to, asbestos or asbestos containing materials) (all of same hereinafter referred to as "Prohibited Substances"), whether in compliance with all applicable federal, state and local statutes, laws, ordinances, rules and regulations (hereinafter "Applicable Laws") or otherwise, and that Mortgagor has not received notice of or other information concerning, and, after diligent search and inquiry, is not aware of any proposed, threatened, anticipated or pending proceeding, investigation, administrative order, consent order, decree, agreement, litigation, settlement or other action by any governmental body or agency, entity or person concerning violation of or compliance with any such Applicable Laws. Mortgagor covenants and agrees to abide by all Applicable Laws pertaining to Prohibited Substances, and covenants and agrees not to allow any such Prohibited Substances to be discharged, disbursed, released, dumped, stored, treated, generated, manufactured, used or disposed of (whether by Mortgagor or otherwise) in, on, under, or over (the Mortgaged Property or any real property adjacent to or in the immediate vicinity of the Mortgaged Property owned by Mortgagor.

16. That this instrument is intended to be and is a security agreement pursuant to the Uniform Commercial Code for any of the items specified above as part of the Mortgaged Property which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and Mortgagor hereby grants Mortgagee a security interest in said items. Mortgagor agrees that the recording and/or filing of this instrument, or a reproduction hereof, in the public records and/or any other appropriate index (including, without limitation, the Florida Secretary of State's office) shall also constitute a financing statement for any of the items indicated above as being a part of the Mortgaged Property. Any reproduction of this instrument or of any other security agreement or financing statement shall be sufficient as a financing statement. In addition, Mortgagor agrees to execute and deliver to Mortgagee, upon Mortgagee's request, any financing statements, as well as extensions, renewals and amendments thereof, and reproductions of this instrument in such form as Mortgagee may require to perfect a security interest with respect to said items. Mortgagor shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements Mortgagee may reasonably require. Without the prior written consent of Mortgagee, Mortgagor shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said items. Upon Mortgagor's breach of any covenant or agreement of Mortgagor contained in this instrument, including the covenants to pay when due all sums secured by this instrument, Mortgagee shall have the remedies of a secured party under the Uniform Commercial Code and, at Mortgagee's option, may also invoke the remedies provided elsewhere in this instrument as to such items. In exercising any of said remedies Mortgagee may proceed against the items of real property and any items of personal property specified above as part of the Mortgaged Properly separately or together and in any order whatsoever, without in any way affecting the availability of Mortgagees remedies under the Uniform Commercial Code or of the remedies provided elsewhere in this instrument.

17. If Mortgagor fails to pay any claim, lien or encumbrance which is superior to this mortgage (it being agreed by Mortgagor that any such failure shall constitute a breach or default hereunder), or when due, any tax or assessment or insurance premium, or to keep the Mortgaged Property in repair, or shall commit or permit waste, or if there be commenced any action or proceeding affecting the Mortgaged Property or the title thereto, or the interest of Mortgagee therein, including, but not limited to, eminent domain and bankruptcy or reorganization proceedings, then Mortgagee, at its option, may pay said claim, lien, encumbrance, tax,

assessment or premium, with right of subrogation thereunder, may make such repairs and take such steps as it deems advisable to prevent or cure such waste, and may appear in any such action or proceeding and retain counsel therein, and take such action therein as Mortgagee deems advisable, and for any such purposes Mortgagee may advance such sums of money, including all costs, reasonable attorney's fees and other items of expense as it deems necessary, and in so doing any funds advanced shall bear interest at the maximum rate provided by law and shall be due and repayable immediately without demand, and any such expenditures shall be secured by the lien of this mortgage. In such event, Mortgagee shall be the sole judge of the legality, validity and priority of any such claim, lien, encumbrance, tax, assessment and premium and of the amount necessary to be paid in satisfaction thereof. Mortgagee shall not be held accountable for any delay in making any such payment, which delay may result in any additional interest, costs, charges, expenses or otherwise. Mortgagee shall be subrogated for further security to the lien of any and all liens or encumbrances paid out of the proceeds of the loan secured by this mortgage, even though the lien or encumbrances are to be paid from such proceeds and to be released.

18. If a construction and/or development loan agreement or commitment between Mortgagor and Mortgagee is being executed contemporaneously herewith (or if Mortgagee's performance under any such previously existing agreement is intended by Mortgagor and Mortgagee to be secured hereby), then Mortgagor hereby covenants that it will comply with all of the terms, provisions and covenants of said construction and/or development loan agreement or commitment, will diligently construct the improvements pursuant to the terms thereof, all of the terms thereof which are incorporated herein by reference as though set forth fully herein, and Mortgagor will permit no defaults to occur thereunder and if a default shall occur thereunder, it shall constitute a default under this mortgage and the note.

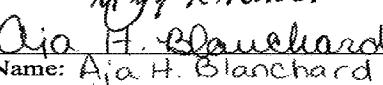
19. That this mortgage pertains to real property situate, lying and being in the State of Florida and shall be construed and enforced in accordance with the laws of the State of Florida.

Wherever used herein the terms "Mortgagor" and "Mortgagee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations; and the term "note" includes all the notes herein described if more than one. Wherever used the singular numbers shall include the plural and the plural the singular, and the use of any gender shall include all genders.

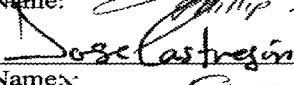
IN WITNESS WHEREOF, we have hereunto set our hand(s) and seal(s) this 2nd day of June, 2005.  
 THIS IS A BALLOON MORTGAGE AND THE FINAL PAYMENT OR THE BALANCE DUE UPON MATURITY IS \$26,557.43, TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE.

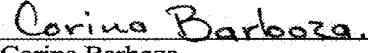
Signed, sealed and delivered in the presence of:

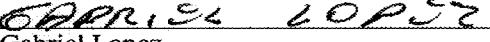
  
 Name: M. J. K. Khet

  
 Name: Aja H. Blanchard

  
 Name: Phillip A. Rugh

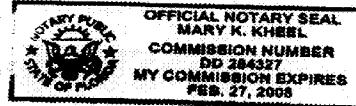
  
 Name: JOSE CASTREJON

  
 Corina Barboza  
 Corina Barboza

  
 Gabriel Lopez

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 311 day of June, 2005, by Corina Barboza, who is/are personally known to me or who produced California Drivers License as identification.

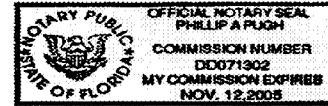


Name: Mary K. Kheel  
Notary Public

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 2nd day of June, 2005, by Gabriel Lopez, who is personally known to me or who produced International Drivers Licence as identification.

Name: Phillip A. Pugh  
Notary Public



## WRAP AROUND MORTGAGE ADDENDUM

THIS ADDENDUM IS MADE A PART OF THAT CERTAIN MORTGAGE BETWEEN CORINA BARBOZA AND GABRIEL LOPEZ, AS MORTGAGOR, AND GENESIS DEVELOPMENT (LET US BUILD YOUR ENTERPRISES) LLC DATED JUNE 2, 2005.

This is a purchase money wrap-around second mortgage ("Second Mortgage") junior and inferior only to that certain first mortgage to Bank of Pensacola, recorded in Official Record Book 5384, page 971 of the public records of Escambia County, Florida, having an unpaid principal balance of \$29,953.61 hereinafter referred to as "First Mortgage". The terms of this addendum are additional covenants to the Second Mortgage, which is amended to add the following provisions:

- (a) The Mortgagee herein agrees to promptly pay when due all sums due under the First Mortgage and the Note it secures as well as comply with all of the terms and conditions of said Note and First Mortgage and to provide Mortgagors herein, Corina Barboza and Gabriel Lopez, with satisfactory, monthly proof of said payment and compliance.
- (b) The Mortgagee herein agrees not to extend or modify in any way whatsoever the terms of the existing First Mortgage or the Note it secures or make any additional advances or future advances thereunder without first obtaining the written consent of the Mortgagors herein.
- (c) The Mortgagee herein agrees to immediately advise Mortgagors of any default or anticipated default in said First Mortgage or the Note it secures in sufficient time so as to enable Mortgagors herein to correct or satisfy said default before acceleration.
- (d) Any sums applied by the Mortgagors herein to avoid or cure any default under said First Mortgage shall operate as a credit against the principal indebtedness of the Second Mortgage.
- (e) If and when Mortgagors herein prepay the Second Mortgage in full, Mortgagee herein covenant that it will at that time cause the First Mortgage to be paid in full and cancelled of record,
- (f) If all or any part of the premises hereby encumbered is sold or transferred by the Mortgagors herein, in any manner whatsoever, without the Mortgagee's prior written consent, then the Mortgagee may at its option, declare all sums secured by this mortgage to be immediately due and payable upon written notice to that effect to Mortgagors.

The Mortgagee herein, Genesis Development (Let Us Build Your Enterprises) LLC, joins in the execution of this Mortgage and Addendum to confirm its consent and agreement to the foregoing provisions.

Corina Barboza  
Corina Barboza (Mortgagor)

Gabriel Lopez  
Gabriel Lopez (Mortgagor)

Genesis Development (Let Us Build  
Your Enterprises) LLC (Mortgagee)

By: Martin I. Lerman  
Martin I. Lerman, Manager

By: John D. Gilbert  
John D. Gilbert, Manager

Recorded in Public Records 06/30/2005 at 04:46 PM OR Book 5672 Page 980,  
Instrument #2005390686, Ernie Lee Magaha Clerk of the Circuit Court Escambia  
County, FL Recording \$27.00

This Instrument Prepared By:

John W. Monroe, Jr.  
Emmanuel, Sheppard & Condon  
30 South Spring Street  
Pensacola, FL 32501  
File No.: B0005-107977mkk

**COLLATERAL ASSIGNMENT OF  
MORTGAGE AND NOTE**

KNOW ALL MEN BY THESE PRESENTS: That Genesis Development (Let Us Build Your Enterprises) LLC., a Florida limited liability company ("Debtor"), the owner and holder of that certain mortgage and note secured thereby in the amount of \$33,000.00 in its favor executed and delivered unto it by Corina Barboza and Gabriel Lopez, and recorded in Official Record Book 5672, page 970 of the public records of Escambia County, Florida, for valuable consideration hereby assign unto Bank of Pensacola, ("Secured Party"), the said note and mortgage and grants unto the said Secured Party a first lien security interest therein;

TO HAVE AND TO HOLD the same unto the said Secured Party and its successors and assigns forever.

This Assignment constitutes a security agreement in the form of a collateral assignment as additional security for the indebtedness of the Debtor to the Secured Party under that certain promissory note executed by the Debtor in favor of the Secured Party on April 8, 2004 in the original principal amount of \$32,500.00. This is not an outright assignment of the subject note and mortgage but rather an assignment as collateral.

In the event a default occurs under the promissory note executed by the Debtor in favor of Secured Party, the Secured Party shall have the right, in addition to all of the rights and remedies available to it, to enforce the security interest granted hereunder to it against the subject note and mortgage in the manner provided under the Uniform Commercial Code of the State of Florida, including, but limited to, directing the mortgagor to make payment directly to the secured party.

Payment set forth in the mortgage made by the Mortgagor on the note and mortgage collaterally assigned herein including any prepayment in whole or in part shall be paid over to the Secured Party and applied to the indebtedness under the promissory note executed by the Debtor

in favor of the Secured Party, said payment to be applied to reduction of principal, until the indebtedness under the Debtor's promissory note in favor of Secured Party is fully paid at which time this collateral assignment shall automatically terminate and the note and mortgage shall be reassigned (without recourse or other obligation on the part of the Secured Party) and delivered to the Debtor.

If a default occurs under the note and mortgage collaterally assigned herein, the Secured Party will have the right to commence and prosecute enforcement proceedings and in that event the following provisions will apply:

- a. After payment of reasonable costs incident to the enforcement proceedings all sums derived therefrom will be applied against the principal indebtedness under the promissory note executed by Debtor in favor of the Secured Party.
- b. Any real property acquired by the Secured Party by foreclosure or deed in lieu of foreclosure will be reencumbered by a first mortgage from the Debtor to the Secured Party securing the unpaid balance under the Debtor's promissory note in favor of Secured Party.

The parties agree that so long as the collateral assignment of note and mortgage herein is in effect, no mortgage, satisfaction or release, either full or partial, shall be granted as to such mortgage unless such satisfaction or release be joined in by the Secured Party. No modification of the mortgage assigned shall be effective without the joinder of the Secured Party.

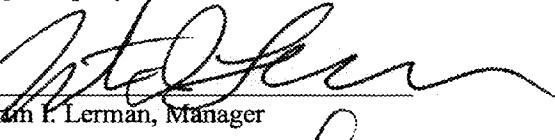
The Debtor will immediately give written notice to its Mortgagors, Corina Barboza and Gabriel Lopez, to make payment pursuant to their note and mortgage as provided in this Assignment.

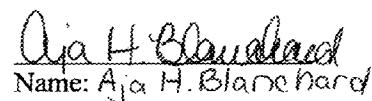
IN WITNESS WHEREOF, the parties hereto have executed the foregoing instrument this 2nd day of June, 2005.

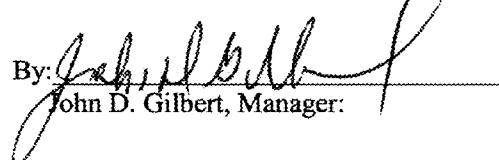
Witnesses:

  
Name: Phillip A. Rush

GENESIS DEVELOPMENT (LET US BUILD  
YOUR ENTERPRISES) LLC, a Florida limited  
Liability company

By:   
Martin F. Lerman, Manager

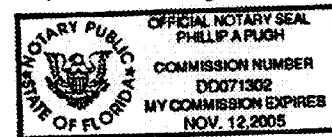
  
Name: Aja H. Blanchard

By:   
John D. Gilbert, Manager

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 2nd day of June, 2005, by Martin I. Lerman, as Manager of Genesis Development (Let Us Build Your Enterprises) LLC, a Florida limited liability company on behalf of the company, who is personally known to me or produced FL Drivers License as identification.

  
Phillip A. Pugh  
Notary Public



STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 2nd day of June, 2005, by John D. Gilbert, as Manager of Genesis Development (Let Us Build Your Enterprises) LLC, a Florida limited liability company on behalf of the company, who is personally known to me or produced Florida CDL License as identification.

  
Phillip A. Pugh  
Notary Public

