

# APPLICATION FOR TAX DEED

Section 197.502, Florida Statutes

512  
R. 12/16

Application Number: 2000377

To: Tax Collector of ESCAMBIA COUNTY, Florida

I,  
JUAN C CAPOTE  
MIKON FINANCIAL SERVICES, INC. AND OCEAN BANK  
780 NW 42 AVE #300  
MIAMI, FL 33126,

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
14-1047-000	2018/8312	06-01-2018	E 10 FT OF LT 3 & ALL LTS 4 5 6 7 BLK 131 NEW CITY TRACT OR 7338 P 236 CA 66

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  
JUAN C CAPOTE  
MIKON FINANCIAL SERVICES, INC. AND OCEAN BANK  
780 NW 42 AVE #300  
MIAMI, FL 33126

04-17-2020  
Application Date

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

<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: _____ Date of sale <u>4/5/2021</u> Signature, Clerk of Court or Designee	

**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.

**CERTIFICATION OF TAX DEED APPLICATION**

Sections 197.502 and 197.542, Florida Statutes

0421-21

513  
R. 07/19**Part 1: Tax Deed Application Information**

Applicant Name Applicant Address	JUAN C CAPOTE MIKON FINANCIAL SERVICES, INC. AND OCEAN BANK 780 NW 42 AVE #300 MIAMI, FL 33126	Application date	Apr 17, 2020
Property description	BONELICORP LLC 9912 HILLVIEW DR PENSACOLA, FL 32514 1217 N 9TH AVE E 10 FT OF LT 3 & ALL LTS 4 5 6 7 BLK 131 NEW CITY TRACT OR 7338 P 236 CA 66	Certificate #	2018 / 8312
		Date certificate issued	06/01/2018
		Deed application number	2000377
		Account number	14-1047-000

**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)
# 2018/8312	06/01/2018	5,538.95	276.95	5,815.90
→ Part 2: Total*				5,815.90


**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)
# 2019/7868	06/01/2019	5,956.80	6.25	297.84	6,260.89
Part 3: Total*					6,260.89

**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)	12,076.79
2. Delinquent taxes paid by the applicant	0.00
3. Current taxes paid by the applicant	6,310.65
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. Total Paid (Lines 1-6)	18,762.44

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  
Date April 23rd, 2020

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



# Chris Jones

## Escambia County Property Appraiser

[Real Estate Search](#)
[Tangible Property Search](#)
[Sale List](#)
[← Navigate Mode](#)
[Account](#)
[Reference](#)
[→](#)
[Printer Friendly Version](#)

### General Information

**Reference:** 000S009025005131  
**Account:** 141047000  
**Owners:** BONELLICORP LLC  
**Mail:** 9912 HILLVIEW DR  
 PENSACOLA, FL 32514  
**Situs:** 1217 N 9TH AVE 32501  
**Use Code:** STORE/OFFICE/SFR   
**Units:** 2  
**Taxing Authority:** PENSACOLA CITY LIMITS  
**Tax Inquiry:** [Open Tax Inquiry Window](#)

Tax Inquiry link courtesy of Scott Lunsford  
 Escambia County Tax Collector

### Assessments

Year	Land	Imprv	Total	Cap Val
2019	\$278,184	\$87,895	\$366,079	\$314,079
2018	\$202,725	\$83,303	\$286,028	\$285,527
2017	\$180,200	\$79,370	\$259,570	\$259,570

### Disclaimer

### Tax Estimator

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

### Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
05/01/2015	7338	236	\$225,000	WD	<a href="#">View Instr</a>
12/1999	4504	1997	\$179,000	WD	<a href="#">View Instr</a>
10/1997	4180	52	\$35,000	WD	<a href="#">View Instr</a>
04/1993	3344	49	\$100	QC	<a href="#">View Instr</a>
01/1990	2806	990	\$100	QC	<a href="#">View Instr</a>

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

### 2019 Certified Roll Exemptions

None

### Legal Description

E 10 FT OF LT 3 & ALL LTS 4 5 6 7 BLK 131 NEW CITY  
 TRACT OR 7338 P 236 CA 66

### Extra Features

ASPHALT PAVEMENT  
 CONCRETE WALKS  
 WOOD FENCE

### Parcel Information

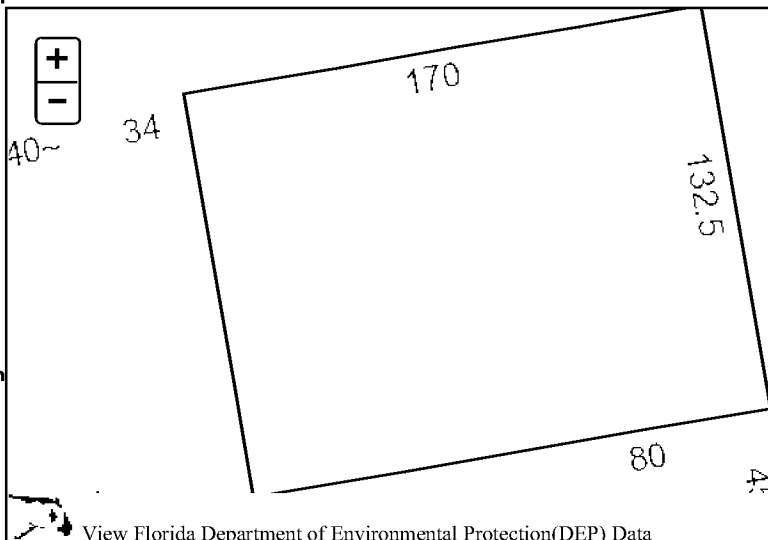
[Launch Interactive Map](#)

**Section**  
**Map Id:**  
 CA066

**Approx. Acreage:**  
 0.5171

**Zoned:**   
 CONSULT  
 ZONING  
 AUTHORITY

**Evacuation & Flood Information**  
[Open Report](#)



### Buildings

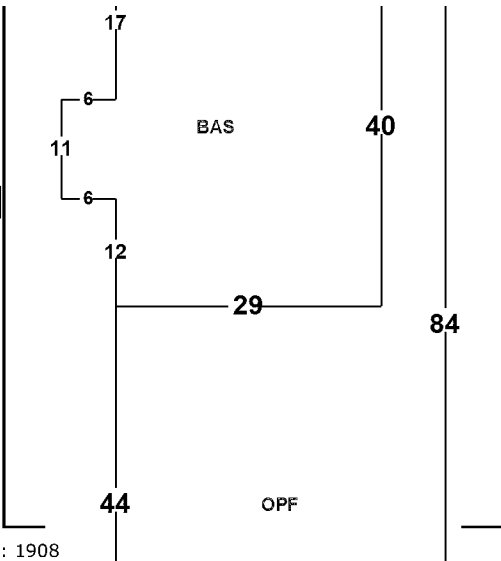
Address:1217 N 9TH AVE, Year Built: 1973, Effective Year: 1980

**Structural Elements**  
**DECOR/MILLWORK-AVERAGE**  
**DWELLING UNITS-1**  
**EXTERIOR WALL-STUCCO OV BLOCK**  
**FLOOR COVER-CONCRETE-FINISH**  
**FOUNDATION-SLAB ON GRADE**

HEAT/AIR-CENTRAL H/AC  
INTERIOR WALL-DRYWALL-PLASTER  
NO. PLUMBING FIXTURES-5  
NO. STORIES-1  
ROOF COVER-BLT UP ON WOOD  
ROOF FRAMING-WOOD FRAME/TRUS  
STORY HEIGHT-11  
STRUCTURAL FRAME-MASONRY PIL/STL

Areas - 3276 Total SF

BASE AREA - 1226  
OPEN PORCH FIN - 1864  
UTILITY UNF - 186



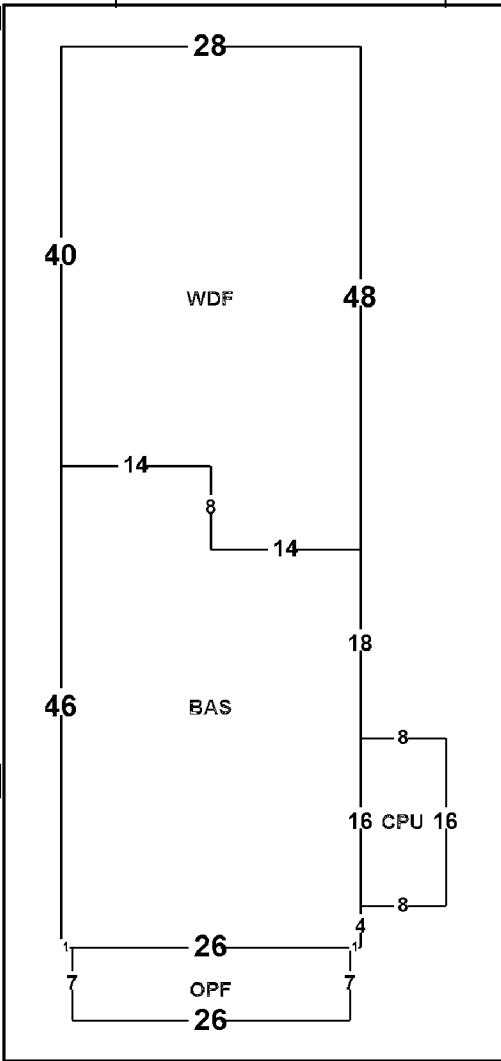
Address:811 E GONZALEZ ST, Year Built: 1908, Effective Year: 1908

Structural Elements

DECOR/MILLWORK-AVERAGE  
DWELLING UNITS-1  
EXTERIOR WALL-SIDING-BLW.AVG.  
FLOOR COVER-PINE/SOFTWOOD  
FOUNDATION-WOOD/NO SUB FLR  
HEAT/AIR-UNIT HEATERS  
INTERIOR WALL-WOOD/WALLBOARD  
NO. PLUMBING FIXTURES-3  
NO. STORIES-1  
ROOF COVER-COMPOSITION SHG  
ROOF FRAMING-HIP  
STORY HEIGHT-8  
STRUCTURAL FRAME-WOOD FRAME

Areas - 2718 Total SF

BASE AREA - 1176  
CARPORT UNF - 128  
OPEN PORCH FIN - 182  
WOOD DECK FIN - 1232



Images



1/27/20

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:05/04/2020 (tc.74400)

## NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That **MIKON FINANCIAL SERVICES INC AND OCEAN BANK** holder of **Tax Certificate No. 08312**, 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:

**E 10 FT OF LT 3 & ALL LTS 4 5 6 7 BLK 131 NEW CITY TRACT OR 7338 P 236 CA 66**

**SECTION 00, TOWNSHIP 0 S, RANGE 00 W**

**TAX ACCOUNT NUMBER 141047000 (0421-21)**

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

**BONELLICORP LLC**

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 April, which is the **5th day of April 2021**.

Dated this 12th day of May 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



# 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	JUAN C CAPOTE MIKON FINANCIAL SERVICES, INC. AND OCEAN BANK 780 NW 42 AVE #300 MIAMI, FL 33126	Application date	Apr 17, 2020
Property description	BONELLICORP LLC 9912 HILLVIEW DR PENSACOLA, FL 32514 1217 N 9TH AVE 14-1047-000 E 10 FT OF LT 3 & ALL LTS 4 5 6 7 BLK 131 NEW CITY TRACT OR 7338 P 236 CA 66	Certificate #	2018 / 8312
		Date certificate issued	06/01/2018

## 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)
# 2018/8312	06/01/2018	5,538.95	276.95	5,815.90
→Part 2: Total*				5,815.90

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1. Cost of all certificates in applicant's possession and other certificates redeemed by applicant (*Total of Parts 2 + 3 above)	12,076.79
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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)	18,762.44

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 July 31st, 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. Statutory opening bid (total of Lines 7, 14, 15, and 16 if applicable)	
Sign here: _____ Date of sale <u>04/05/2021</u> Signature, Clerk of Court or Designee	

# INSTRUCTIONS

16.25

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

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

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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.



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

**Tax Deed - Redemption Calculator**  
**Account: 141047000 Certificate Number: 008312 of 2018**

Redemption  Application Date  Interest Rate

	Final Redemption Payment ESTIMATED	Redemption Overpayment ACTUAL
	Auction Date <input type="text" value="04/05/2021"/>	Redemption Date <input type="text" value="09/09/2020"/>
Months	12	5
Tax Collector	<input type="text" value="\$18,762.44"/>	<input type="text" value="\$18,762.44"/>
Tax Collector Interest	\$3,377.24	\$1,407.18
Tax Collector Fee	<input type="text" value="\$6.25"/>	<input type="text" value="\$6.25"/>
Total Tax Collector	\$22,145.93	<input type="text" value="\$20,175.87"/> IC
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	\$84.06	\$35.03
Total Clerk	\$551.06	<input type="text" value="\$502.03"/> 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	\$22,813.99	\$20,694.90
	Repayment Overpayment Refund Amount	\$2,119.09
Book/Page	<input type="text" value="8294"/>	<input type="text" value="778"/>

**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 # 2018 TD 008312  
 Redeemed Date 09/09/2020**

**Name SALVATORE A BONELLI 1217 N 9TH AVE PENSACOLA FL 32501**

Clerk's Total = TAXDEED	\$551.06	20357.90
Due Tax Collector = TAXDEED	\$22,145.93	
Postage = TD2	\$60.00	
ResearcherCopies = TD6	\$0.00	
Release TDA Notice (Recording) = RECORD2	\$10.00	
Release TDA Notice (Prep Fee) = TD4	\$7.00	

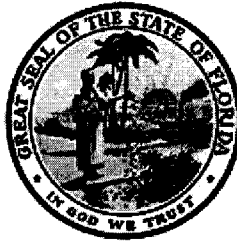
• For Office Use Only

Date	Docket	Desc	Amount Owed	Amount Due	Payee Name
------	--------	------	-------------	------------	------------

**FINANCIAL SUMMARY**

No Information Available - See Dockets

**PAM CHILDERS**  
 CLERK OF THE CIRCUIT COURT  
 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: 141047000 Certificate Number: 008312 of 2018**

**Payor: SALVATORE A BONELLI 1217 N 9TH AVE PENSACOLA FL 32501      Date 09/09/2020**

Clerk's Check #	1	Clerk's Total	\$51.06
Tax Collector Check #	1	Tax Collector's Total	\$22,145.93
		Postage	\$60.00
		Researcher Copies	\$0.00
		Recording	\$10.00
		Prep Fee	\$7.00
		Total Received	<del>\$22,773.99</del>

20357.90

\$20,374.90  
 +713.12 fee  
 \$21,088.02

**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 8294, Page 778, of Escambia County, for the tax certificate, tax deed, and property described below:

Tax Certificate No. Certificate No. 08312, issued the 1st day of June, A.D., 2018

TAX ACCOUNT NUMBER: 141047000 (0421-21)

DESCRIPTION OF PROPERTY:

**E 10 FT OF LT 3 & ALL LTS 4 5 6 7 BLK 131 NEW CITY TRACT OR 7338 P 236 CA 66**

**SECTION 00, TOWNSHIP 0 S, RANGE 00 W**

NAME IN WHICH ASSESSED: BONELICORP LLC

Dated this 9th day of September 2020.



PAM CHILDERS  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY, FLORIDA

By:  
Emily Hogg  
Deputy Clerk

BK: 7338 PG: 247 Last Page

## **Exhibit A**

**Parcel 1:**

**Lot 4 and the East 10 feet of Lot 3, in Block 131, New City Tract, according to Map of the City of Pensacola, Escambia County, Florida, copyrighted by Thomas C. Watson in 1906.**

**Parcel 2:**

**Lots 5, 6, and 7, Block 131, New City Tract, according to Map of the City of Pensacola, Escambia County, Florida, copyrighted by Thomas C. Watson in 1906.**

**Parcel Identification Number: 000S009025005131**

**File Number: B3162.00002**

**DoubleTime**

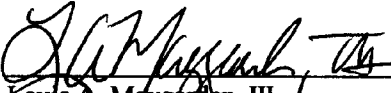
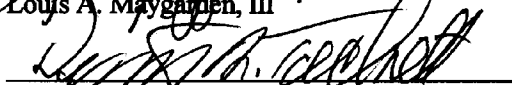
**OMISSIONS OF ANY PARTY WHICH IN ANY WAY RELATES TO THE LOAN. THE PARTIES HERETO HAVE SPECIFICALLY DISCUSSED AND NEGOTIATED THIS WAIVER AND UNDERSTAND THE LEGAL CONSEQUENCES OF THIS PARAGRAPH.**

25. **Satisfaction of Mortgage.** Any one of the three Mortgagees shall be entitled to cancel and satisfy this Mortgage without joinder of the other two, and any such cancellation or satisfaction shall be as fully valid, binding and enforceable as if all mortgagees had signed it.

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

*Signed, sealed and delivered in the presence of:*

Bonellcorp Limited Liability Company

  
 Louis A. Maygarden, III  
  
 Dennis R. Tackett

By:   
 Joseph A. Bonelli, Manager

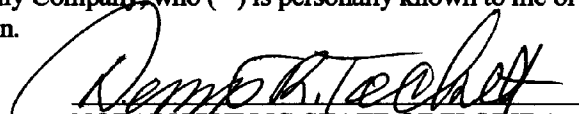
(SEAL)

**STATE OF FLORIDA**

**COUNTY OF ESCAMBLA**

The foregoing instrument was acknowledged before me this 1st day of May, 2015, by Joseph A. Bonelli, Manager of Bonellcorp Limited Liability Company, who ( ) is personally known to me or (X) who produced a driver's license as identification.



  
 NOTARY PUBLIC-STATE OF FLORIDA  
 Name: Dennis R. Tackett  
 My Commission Expires: April 15, 2018

concurrent and shall be in addition to any other right, power or remedy given hereunder or under the Note, or any other instrument securing the Note, or now or hereafter existing at law, in equity or by statute.

#### **V. MISCELLANEOUS**

17. **Successors and Assigns Bound.** Whenever one of the parties hereto is named or referred to herein, the heirs, personal representatives, successors and assigns of such party shall be included and all covenants and agreements contained in this Mortgage, by or on behalf of Mortgagor or Mortgagee, shall bind and inure to the benefit of their respective heirs, personal representatives, successors and assigns.

18. **Invalid or Unenforceable.** In the event that any of the covenants, agreements, terms or provisions contained in the Note, this Mortgage or any other instrument securing the Note shall be invalid, illegal or unenforceable in any respect, the validity of the remaining covenants, agreements, terms or provisions contained herein and in the Note and any other instrument securing the Note shall be in no way affected, prejudiced or disturbed thereby.

19. **Future Advances.** This Mortgage is given to secure not only existing indebtedness, but also such future advances, whether such advances are obligatory or are to be made at the option of Mortgagee, or otherwise, as are made within twenty (20) years from the date hereof to the same extent as if such future advances are made on the date of the execution of this Mortgage. The total amount of indebtedness that may be so secured may decrease or increase from time to time, but the total unpaid balance so secured at one time shall not exceed twice the amount of the original note, together with any disbursements made for the payment of taxes, levies or insurance on the Mortgaged Property, with interest on such disbursements at the Default Rate as hereinafter defined.

20. **Obligation of Mortgagor.** Mortgagor shall pay the cost of releasing or satisfying this Mortgage of record.

21. **Default Rate.** The Default Rate shall be the default interest as more particularly described in the Note.

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

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

24. **WAIVER OF JURY TRIAL.** MORTGAGOR HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY RIGHT IT OR ANY GUARANTORS OF THE NOTE MAY HAVE TO A TRIAL BY JURY, WITH RESPECT TO ANY LITIGATION OR LEGAL PROCEEDINGS BASED ON, OR ARISING OUT OF THE NOTE, MORTGAGE, GUARANTY, OR OTHER LOAN DOCUMENTS, INCLUDING ANY COURSE OF CONDUCT, COURSE OF DEALINGS, VERBAL OR WRITTEN STATEMENTS, OR ACTIONS OR



#### IV. REMEDIES OF MORTGAGEE

12. **Acceleration.** If an event of default shall have occurred, Mortgagee may declare the outstanding principal amount of the Note and the interest accrued thereon, and all other sums secured hereby, to be due and payable immediately, and upon such declaration such principal and interest and other sums shall immediately become due and payable without demand, notice or presentment for payment.

13. **Other Remedies.** If an event of default shall have occurred, Mortgagee may proceed by suit or suits at law or in equity or by any other appropriate proceeding or remedy; (a) to enforce payment of the Note or the performance of any term thereof or any other right; (b) to foreclose this Mortgage and to sell, as an entirety or in separate lots or parcels, the Mortgaged Property under the judgment or decree of a court or courts of competent jurisdiction; (c) to collect all rents, issues, profits, revenues, income, proceeds or other benefits from the Mortgaged Property; (d) to obtain ex parte sequestration of all such benefits of the Mortgaged Property into the registry of the court pursuant to Fla. Stat. 697.07 and/or to seek appointment of a receiver to enter upon and take possession of the Mortgaged Property and to collect all rents, issues, profits, revenues, income or other benefits thereof and apply the same as the court may direct and such receiver shall have all rights and powers permitted under law; such receiver shall have all the broad and effective functions and powers in anywise entrusted by a Court to a receiver, and such appointment shall be made by such Court, as an admitted equity and a matter of absolute right to said Mortgagee, and without reference to the adequacy or inadequacy of the value of the Mortgaged Property or to the solvency or insolvency of Mortgagor and/or of the defendants and regardless of whether Mortgagee has an adequate remedy at law; and (e) to pursue any other remedy available to it, including, but not limited to taking possession of the Mortgaged Property without notice or hearing to Mortgagor. Mortgagee shall take action either by such proceedings or by the exercise of its power with respect to entry or taking possession, or both as Mortgagee may determine.

14. **Waiver of Appraisalment, Valuation, Stay, Extension, and Redemption Laws.** Mortgagor agrees to the full extent permitted by law that in case of a default on its part hereunder, neither Mortgagor nor anyone claiming through or under it shall or will set up, claim or seek to take advantage of any appraisalment, valuation, stay, extension or redemption laws now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, or the absolute sale of the Mortgaged Property or the final and absolute putting into possession thereof, immediately after such sale, of the purchasers there at, and Mortgagor, for itself and all who may at any time claim through or under it, hereby waives, to the full extent that it may lawfully so do, the benefit of all such laws, and any and all right to have the assets comprising the Mortgaged Property marshalled upon any foreclosure of the lien hereof and agrees that Mortgagee or any court having jurisdiction to foreclose such lien may sell the Mortgaged Property in part or as an entirety.

15. **No Waiver.** No delay or omission of Mortgagee or of any holder of the Note and Mortgage to exercise any right, power or remedy accruing upon any event of default shall exhaust or impair any such right, power or remedy or be construed as a waiver of any such event of default or constitute acquiescence therein.

16. **Non-Exclusive Remedies.** No right, power or remedy conferred upon or reserved to Mortgagee by the Note, this Mortgage or any other instrument securing the Note is exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and

re-recorded or refiled at such time and in such offices and places as shall be deemed desirable by Mortgagee any and all such further mortgages, instruments of further assurance, certificates and other documents as Mortgagee may consider necessary or desirable in order to effectuate, complete, enlarge or perfect, or to continue and preserve the obligations of Mortgagor under the Note and this Mortgage, and the lien of this Mortgage as a first and prior lien upon all of the Mortgaged Property, whether now owned or hereafter acquired by Mortgagor. Upon any failure by Mortgagor to do so, Mortgagee may make, execute, record, file, re-record, or refile any and all such mortgages, instruments, certificates and documents for and in the name of Mortgagor, and Mortgagor hereby irrevocably appoints Mortgagee agent and attorney-in-fact of Mortgagor to do so.

### **III. EVENTS OF DEFAULT**

11. **Events of Default.** Any one of the following shall constitute an event of default:

(a) Failure by Mortgagor to pay, as and when due and payable, any installments of principal or interest due under the Note, or any deposits for taxes and assessments or insurance premiums due hereunder, or any other sums to be paid by Mortgagor hereunder, or under any other instrument securing the Note.

(b) Failure by Mortgagor to duly keep, perform and observe the provisions of paragraph 8 of this Mortgage.

(c) Failure by Mortgagor to duly keep, perform and observe any covenant, condition or agreement in the Note, this Mortgage, or any other instrument securing the Note.

(d) If either Mortgagor or any guarantor or endorser of the Note: (i) files a voluntary petition in bankruptcy, or (ii) is adjudicated as a bankrupt or insolvent, or (iii) files any petition or answer seeking or acquiescing in any reorganization, management, composition, readjustment, liquidation, dissolution or similar relief for itself under any law relating to bankruptcy, insolvency or other relief for debtors, or (iv) seeks, consents to or acquiesces in the appointment of any trustee, receiver, master or liquidator of itself or of all or any part of the Mortgaged Property, or (v) makes any general assignment for the benefit of creditors, or (vi) makes any admission in writing of its inability to pay its debts generally as they become due; or (vii) a court of competent jurisdiction enters an order, judgment or decree approving a petition filed against it seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future federal, state, or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, which order, judgment or decree remains unvacated and unstayed for an aggregate of sixty (60) days whether or not consecutive from the date of entry thereof; or (viii) any trustee, receiver or liquidator of it or of any part of the Mortgaged Property is appointed without the prior written consent of Mortgagee, which appointment shall remain unvacated and unstayed for an aggregate of sixty (60) days whether or not consecutive.

may at Mortgagee's discretion, have the Mortgaged Property inspected at the time and Mortgagor shall pay all costs incurred by Mortgagee in executing such inspection.

6. **Mortgagee's Right to Make Certain Payments.** In the event Mortgagor fails to pay and/or discharge the taxes, assessments, liens, levies, liabilities, obligations and encumbrances, or fails to keep the Mortgaged Property insured or to deliver the policies, premiums paid, or fails to repair the Mortgaged Property as herein agreed, Mortgagee is hereby authorized at its election to pay and/or discharge the taxes, assessments, liens, levies, liabilities, obligations and encumbrances or any part thereof, to procure and pay for such insurance or to make and pay for such repairs, without any obligation on its part to determine the validity and/or necessity thereof, and without Mortgagee waiving or affecting any option, lien, equity or right under or by virtue of this Mortgage. The full amount of each and every such payment made by Mortgagee shall be immediately due and payable by Mortgagor and shall bear interest from the date thereof until paid at the Default rate, as hereinafter defined, and together with such interest, shall be secured by the lien of this Mortgage. Nothing herein contained shall be construed as requiring Mortgagee to advance or expend monies for any of the purposes mentioned in this paragraph.

7. **Payment of Expenses.** Mortgagor shall pay all the costs and charges and expenses, including reasonable attorney's fees, whether incurred at the trial or appellate level, disbursements and costs of abstracts of title, or paid at any time by Mortgagee because and/or in the event of the failure on the part of Mortgagor promptly and fully to perform, comply with and abide by each and every stipulation, agreement, condition and covenant of the Note, this Mortgage and any other instrument securing the Note. Such costs, charges and expenses, shall be immediately due and payable, without notice, demand, attempt to collect or suit pending. The full amount of each and every such payment shall bear interest from the date thereof until paid at the Default Rate, as hereinafter defined. All such costs, charges and expenses so incurred or paid, together with such interest, shall be secured by the lien of this Mortgage.

8. **No Transfer.** It is understood and agreed by Mortgagor that as part of the inducement to Mortgagee to make the loan evidenced by the Note, Mortgagee has considered and relied on the credit worthiness and reliability of Mortgagor. Mortgagor covenants and agrees not to sell, convey, transfer, lease or further encumber any interest in or any part of the Mortgaged Property without the prior written consent of Mortgagee, and any such sale, conveyance, transfer, lease or encumbrance made without Mortgagee's prior written consent shall be deemed to be an event of default under this Mortgage. If any person should obtain an interest in all or any part of the Mortgaged Property pursuant to the execution or enforcement of any lien, security interest or other right, whether superior, equal or subordinate to this Mortgage or the lien hereof, such event shall be deemed to be a transfer by Mortgagor and a default hereunder. Additionally, if Mortgagor is a corporation, limited liability company or partnership, whether a limited or general partnership, the sale, assignment, pledge, transfer, hypothecation, or other disposition of any proprietary or beneficial interest in Mortgagor without the prior written consent of Mortgagee shall be deemed to be an event of default under this Mortgage.

9. **After Acquired Property.** The lien of this Mortgage will automatically attach, without further act, to all after acquired property located in or on, or attached to, or used or intended to be used in connection with or with the operation of the Mortgaged Property.

10. **Additional Documents.** At any time and from time to time, upon Mortgagee's request, Mortgagor shall make, execute and deliver or cause to be made, executed and delivered to Mortgagee and, where appropriate, shall cause to be recorded or filed and from time to time thereafter to be

to the Mortgaged Property in extinguishment of the indebtedness secured hereby, all right, title, and interest of Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee. Mortgagee may at its option require Mortgagor to deposit with Mortgagee on the first day of each month, in addition to making payments of principal and interest, until the Note is fully paid, in an amount equal to one-twelfth (1/12) of the annual premiums for all insurance. Such deposits shall not be, nor be deemed to be, trust funds, but may be commingled with the general funds of Mortgagee, and no interest shall be payable in respect thereof. Upon demand by Mortgagee, Mortgagor shall deliver to Mortgagee such additional monies as are necessary to make up any deficiencies in the amounts necessary to enable Mortgagee to pay such premiums when due. In the event of default under any of the terms, covenants and conditions in the Note, this Mortgage or any other instrument securing the Note to be kept, performed or observed by Mortgagor, Mortgagee may apply to the reduction of the sums secured hereby, in such manner as Mortgagee shall determine, any amount under this paragraph remaining to Mortgagor's credit and any return premium received from cancellation of any insurance policy by Mortgagee upon foreclosure of this Mortgage.

4. **Condemnation.** If all or any part of the Mortgaged Property shall be damaged or taken through condemnation (which term when used herein shall include any damage or taking by any governmental authority or any other authority authorized by the laws of the State of Florida or the United States of America to so damage or take, and any transfer by private sale in lieu thereof), either temporarily or permanently, then the entire indebtedness and other sums secured hereby shall, at the option of Mortgagee, become immediately due and payable. Mortgagee shall be entitled to all compensation awards, damages, claims, rights of action and proceeds of, or on account of any damage or taking through condemnation and is hereby authorized, at its option, to commence, appear in and prosecute, in its own or Mortgagor's name, any action or proceeding relating to any condemnation, and to settle or compromise any claim in connection therewith. All such compensation awards, damages, claims, rights of action and proceeds, and any other payments or relief, and the right thereto, are hereby assigned by Mortgagor to Mortgagee, who, after deducting therefrom all its expenses including attorney's fees, may release any monies so received by it without affecting the lien of this Mortgage or may apply the same, in such manner as Mortgagee shall determine, to the reduction of the sums secured hereby and to any prepayment charge provided in the Note, this Mortgage or any other instruments securing the Note. Any balance of such monies then remaining shall be paid to Mortgagor. Mortgagor agrees to execute such further assignments of any compensations, awards, damages, claims, rights of action and proceeds as Mortgagee may require.

5. **Care of Mortgaged Property.** Mortgagor shall not remove or demolish any building or other property forming a part of the Mortgaged Property without the prior written consent of Mortgagee or permit, commit, or suffer any waste, impairment or deterioration of the Mortgaged Property or any part thereof, and shall keep the same and the improvements thereon in good condition and repair. Mortgagor shall notify Mortgagee in writing within five (5) days of any injury, damage or impairment of or occurring on the Mortgaged Property including, but not limited to, serious injury or loss by death or otherwise occurring on the Mortgaged Property. Mortgagor has no knowledge and has not given or received any notice indicating that the Mortgaged Property or the present use thereof or any practice, procedure or policy employed by it, or any lessee, occupant or sublessee of the Mortgaged Property violates any applicable law, regulation, code, order, rule, judgment or agreement including, without limitation, those relating to zoning, building use, concurrency, growth management, and occupancy, fire safety, health, sanitation, air pollution, ecological matters, environmental protection, hazardous or toxic materials, substances or wastes, conservation, parking, and architectural barriers to the handicapped. Mortgagee

property is bound, or be in conflict with, result in a breach of or constitute (with due notice or lapse of time) a default under any such indenture, agreement or other instrument, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of its property or assets, except as contemplated by the provisions of this Mortgage; and (c) the Note and this Mortgage, when executed and delivered by Mortgagor, will constitute the legal, valid and binding obligations of Mortgagor in accordance with their respective terms.

2. **Payment of Taxes and Liens.** Mortgagor shall pay all taxes, assessments, liens, levies, liabilities, obligations and encumbrances of every nature and kind whether now or hereafter imposed, levied or assessed on the Mortgaged Property, this Mortgage or the indebtedness secured hereby. All such payments shall be made when due and payable before they become delinquent and before any interest attaches or any penalty is incurred. Insofar as any such lien or encumbrance is of record the same shall be promptly satisfied or released and evidence of such satisfaction or release shall be given to Mortgagee. Mortgagee may, upon any default in payment by Mortgagor and at its option, require Mortgagor to deposit with Mortgagee on the first day of each month, in addition to making payments of principal and interest, until the Note is fully paid, an amount equal to one-twelfth (1/12) of the annual taxes and assessments payable with respect to the Mortgaged Property. Such deposits shall not be, nor be deemed to be, trust funds, but may be commingled with the general funds of Mortgagee, and no interest shall be payable in respect thereof. Upon demand by Mortgagee, Mortgagor shall deliver to Mortgagee such additional monies as are necessary to make up any deficiencies in the amounts necessary to enable Mortgagee to pay such taxes and assessments when due. In the event of default under any of the terms, covenants and conditions in the Note, this Mortgage or any other instrument securing the Note to be performed or observed by Mortgagor, Mortgagee may apply to the reduction of the sums secured hereby, in such manner as Mortgagee shall determine, any amount under this paragraph remaining to Mortgagor's credit. Mortgagor will pay all lawful claims and demands of mechanics, materialmen, laborers, suppliers and others which, if unpaid, might result in, or permit the creation of, lien on the Mortgaged Property or any part thereof and will do or cause to be done everything necessary so that the lien of this Mortgage shall be fully preserved at the cost of Mortgagor and without expense to Mortgagee.

3. **Insurance.** Mortgagor shall keep any improvements now existing or hereafter erected on the Mortgaged Property and all parts of the Mortgaged Property insured as may be required from time to time by Mortgagee against a loss by fire or other casualty and contingency (including flood hazards and related occurrences in the event any portion of the Mortgaged Property is located in a flood hazard area as may be identified from time to time) in such amount and for such periods as may be required by Mortgagee, and to pay promptly, when due, all premiums for such insurance. All such insurance shall be carried with companies approved by Mortgagee and the policies and renewals thereof shall be held by Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to Mortgagee. Mortgagor shall not take out separate insurance concurrent in form or contributing in the event of loss with that required to be maintained hereunder unless Mortgagee is included thereof as a named insured with loss payable to Mortgagee as set forth herein. In event of loss, Mortgagor shall give immediate notice by mail to Mortgagee and Mortgagee may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payments for such loss directly to Mortgagee instead of to Mortgagor or to Mortgagor and Mortgagee jointly and the insurance proceeds or any part thereof may be applied by Mortgagee at its option, after deducting therefrom all its expenses including attorney's fees, either to reduction of the indebtedness hereby secured or the restoration or repair of the property damaged. Mortgagee is hereby authorized, at its option, to settle and compromise any claims, awards, damages, rights of action and proceeds, and any other payment or relief under any insurance policy. In the event of foreclosure of this Mortgage or other transfer of title

Restaurant building only  
1217 W 9th Ave

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JKD

RECORDED AS  
RECEIVED

(B) (i) All tangible and intangible personal property and fixtures owned by Mortgagor now or hereafter affixed to or located on the property described in paragraph A hereof which is deemed to be fixtures and a part of the real property under applicable law; (ii) all contract rights, accounts, accounts receivable, chattel paper, documents of title, documents, goods, consumer goods, goodwill, option rights, purchase contracts, construction agreements, franchises, permits, management agreements, operating agreements, inventory, instruments, deposit accounts, farm products, inventory, materials, supplies, money, minerals, crops and timber, general intangibles, actions and rights in action, including all rights to insurance policies and proceeds related to the property; and (iii) all proceeds, products, replacements, additions, enlargements, accessions, substitutions, renewals and accessions of any of the foregoing items.

This Mortgage is a self-operative security agreement with respect to the herein described property, but Mortgagor agrees to execute and deliver on demand such other security agreements, financing statements and other instruments as Mortgagee may request in order to perfect its security interest or to impose the lien hereof more specifically upon any of such property. Mortgagee shall have all the rights and remedies in addition to those specified herein of a secured party under the Florida Uniform Commercial Code.

(C) All rents, leases, subleases, lettings, licenses, issues, profits, revenue, royalties, income, proceeds, and other benefits flowing or derived from the property described in paragraphs (A) and (B) hereof, together with those benefits derived from the property; provided, however, that permission is hereby given to Mortgagor so long as no default has occurred hereunder, to collect, receive, and use such benefits from the property as they become due and payable, but not in advance thereof.

(D) All unearned premiums, accrued, accruing or to accrue under all insurance policies now or hereafter obtained by Mortgagor, and all insurance policies and proceeds, both cash and non-cash, thereof and all condemnation proceeds, awards, damages and claims relating to or derived from the property described in Paragraph (A), (B) and (C) hereof.

Everything referred to in paragraphs (A), (B), (C) and (D) hereof and any additional property hereafter acquired by Mortgagor and subject to the lien of this Mortgage or any part of these properties is herein referred to as the "Mortgaged Property."

## **II. COVENANTS OF MORTGAGOR**

1. **Compliance with Note and Mortgage; Warranty of Title.** Mortgagor shall comply with all provisions hereof, of the Note, and of every other instrument securing the Note, and will promptly pay to Mortgagee the principal with interest thereon and all other sums required to be paid by Mortgagor under the Note, this Mortgage and all other instruments securing the Note. Mortgagor is indefeasibly seized of the Mortgaged Property in fee simple, except as noted in the mortgagee policy of title insurance issued in favor of Mortgagee in connection with this transaction, and Mortgagor has lawful authority to convey, mortgage and encumber the same as provided by this Mortgage, does hereby so warrant and Mortgagor shall forever warrant and defend the validity and priority of the lien of this Mortgage against the claims of all persons and parties whomsoever. Mortgagor (i) is duly organized, validly existing and in good standing under the laws of the State of its Florida, (ii) has the power and authority to own its properties and to carry on its business as now being conducted, (iii) is qualified to do business in the jurisdiction in which the Mortgaged Property is located, and (iv) is in compliance with all laws, regulations, ordinances and orders of all public authorities applicable to it. The execution, delivery and performance by Mortgagor of the Note and this Mortgage, and the borrowing evidenced by the Note (a) will not violate any provision of law, any order of any court or other agency of government, (b) any indenture, agreement or other instrument to which Mortgagor is a party or by which it or any of its

Recorded in Public Records 05/01/2015 at 01:42 PM OR Book 7338 Page 238,  
Instrument #2015032819, Pam Childers Clerk of the Circuit Court Escambia  
County, FL Recording \$86.50 MTG Stamps \$700.00 Int. Tax \$400.00

Prepared By:  
Stephen B. Shell, of  
Shell, Fleming, Davis & Menge, P.A.  
Post Office Box 1831  
Pensacola, Florida 32591-1831  
File No.: B3162.00002

**STATE OF FLORIDA**

**COUNTY OF ESCAMBIA**

**PURCHASE MONEY MORTGAGE**

**THIS PURCHASE MONEY MORTGAGE**, made this 1st day of May, 2015, between **BONELICORP LIMITED LIABILITY COMPANY**, a Florida limited liability company ("Mortgagor"), whose address is 9912 Hillview Drive, Pensacola, Florida 32514, and **SIMPLY DELICIOUS OF PENSACOLA, INC.**, a Florida corporation ("Mortgagee"), whose address is 1115 N. 19<sup>th</sup> Avenue, Pensacola, Florida 32501.

**WITNESSETH:**

**WHEREAS**, Mortgagor is indebted to Mortgagee in the principal sum of Two Hundred Thousand and 00/100 Dollars (\$200,000.00), together with interest thereon, as evidenced by that certain promissory note of even date herewith, executed by Mortgagor and delivered to Mortgagee, the final payment of which is due on the day set forth in said Promissory Note (the "Note", which term includes any modification, renewal, extension, consolidation or alteration thereof), which by reference is made a part hereof to the same extent as though set out in full herein;

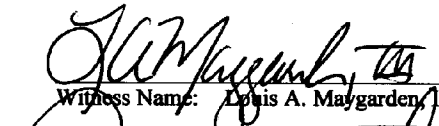
**NOW THEREFORE**, to secure the performance by Mortgagor of all covenants and conditions of the Note, any renewals, extensions, or modifications of said note, this Mortgage, and all other instruments securing the Note, and all existing or future notes, loans, guaranties, or other indebtedness owed by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


**I. THE MORTGAGED PROPERTY**

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


BK: 7338 PG: 237 Last Page

Signed, sealed and delivered in our presence:

  
Witness Name: Louis A. Maygarden, III

  
Witness Name: Dennis R. Tackett

Simply Delicious of Pensacola, Inc., a Florida corporation

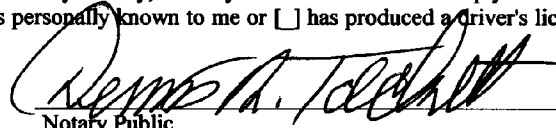
By:   
James K. Deaver, President

(Corporate Seal)

State of Florida  
County of Escambia

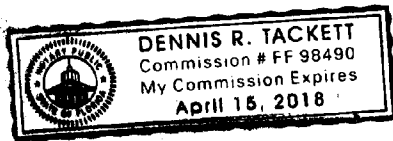
The foregoing instrument was acknowledged before me this 1st day of May, 2015 by James K. Deaver of Simply Delicious of Pensacola, Inc., on behalf of the corporation. He/she [X] is personally known to me or [ ] has produced a driver's license as identification.

[Notary Seal]

  
Notary Public

Printed Name: Dennis R. Tackett

My Commission Expires: April 15, 2018





Recorded in Public Records 05/01/2015 at 01:42 PM OR Book 7338 Page 236,  
Instrument #2015032818, Pam Childers Clerk of the Circuit Court Escambia  
County, FL Recording \$18.50 Deed Stamps \$1575.00

Prepared by and return to:  
**Stephen B. Shell**  
**Shell, Fleming, Davis & Menge, P.A.**  
**226 Palafox Place**  
**Pensacola, FL 32502**  
**File Number: B3162.00002**

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## Warranty Deed

**This Warranty Deed** made this 1st day of May, 2015 between **Simply Delicious of Pensacola, Inc., a Florida corporation**, whose post office address is **1115 N. 19th Avenue, Pensacola, FL 32501**, grantor, and **Bonellcorp Limited Liability Company, a Florida limited liability company**, whose post office address is **9912 Hillview Drive, Pensacola, FL 32514**, grantee:

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

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

**Parcel 1:**

**Lot 4 and the East 10 feet of Lot 3, in Block 131, New City Tract, according to Map of the City of Pensacola, Escambia County, Florida, copyrighted by Thomas C. Watson in 1906.**

**Parcel 2:**

**Lots 5, 6, and 7, Block 131, New City Tract, in the City of Pensacola, Escambia County, Florida, according to Map of said City copyrighted by Thomas C. Watson in 1906.**

**Parcel Identification Number: 000S009025005131**

**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.

**And** subject to taxes for the current year and later years and all valid easements and restrictions of record, if any, which are not hereby reimposed; and also subject to any claim, right, title or interest arising from any recorded instrument reserving, conveying, leasing, or otherwise alienating any interest in the oil, gas and other minerals. And grantor does warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever, subject only to the exceptions set forth herein.

**In Witness Whereof**, grantor has hereunto set grantor's hand and seal the day and year first above written.

DoubleTime

**PROPERTY INFORMATION REPORT**

**January 27, 2021**

**Tax Account #: 14-1047-000**

**LEGAL DESCRIPTION  
EXHIBIT "A"**

**E 10 FT OF LT 3 & ALL LTS 4 5 6 7 BLK 131 NEW CITY TRACT OR 7338 P 236 CA 66**

**SECTION 00, TOWNSHIP 0 S, RANGE 00 W**

**TAX ACCOUNT NUMBER 14-1047-000 (0421-21)**

**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:** APR 5, 2021

**TAX ACCOUNT #:** 14-1047-000

**CERTIFICATE #:** 2018-8312

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.

**BONELICORP LIMITED LIABILITY  
COMPANY, A FLORIDA LIMITED  
LIABILITY COMPANY  
9912 HILLVIEW DRIVE  
PENSACOLA, FL 32514**

**SIMPLY DELICIOUS OF PENSACOLA, INC.  
A FLORIDA CORPORATION  
1115 N. 19TH AVENUE  
PENSACOLA, FL 32501**

**BONELICORP LIMITED LIABILITY  
COMPANY, A FLORIDA LIMITED  
LIABILITY COMPANY  
1217 N 9TH AVENUE  
PENSACOLA, FL 32514**

**Certified and delivered to Escambia County Tax Collector, this 27<sup>th</sup> day of January, 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**  
**CONTINUATION PAGE**

January 27, 2021

Tax Account #: 14-1047-000

1. The Grantee(s) of the last deed(s) of record is/are: **BONELICORP LIMITED LIABILITY COMPANY, A FLORIDA LIMITED LIABILITY COMPANY**

**By Virtue of Warranty Deed recorded 5/1/2015 – OR 7338/236**

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 Simply Delicious of Pensacola, Inc., a Florida corporation recorded 5/1/2015 – OR 7338/238**

4. Taxes:

**Taxes for the year(s) 2017-2019 are delinquent.**

**Tax Account #: 14-1047-000**

**Assessed Value: \$345,486**

**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.



**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 #: 14-1047-000 CERTIFICATE #: 2018-8312

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: January 26, 2000 to and including January 26, 2020 Abstractor: Vicki Campbell

BY

Michael A. Campbell,  
As President

Dated: January 27, 2021