

# APPLICATION FOR TAX DEED

Section 197.502, Florida Statutes

512  
R. 12/16

Application Number: 2100573

To: Tax Collector of ESCAMBIA COUNTY, Florida

I,

TLGFY, LLC CAPITAL ONE, N.A., AS COLLATER  
PO BOX 54347  
NEW ORLEANS, LA 70154,

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

Account Number	Certificate No.	Date	Legal Description
06-0380-000	2019/2703	06-01-2019	LTS 16 TO 20 BLK 101 OAKCREST S/D PLAT DB 67 P 28 OR 6405 P 1633

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  
TLGFY, LLC CAPITAL ONE, N.A., AS COLLATER  
PO BOX 54347  
NEW ORLEANS, LA 70154

07-19-2021  
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. Statutory opening bid (total of Lines 7, 14, 15, and 16 if applicable)	
Sign here: _____ Date of sale <u>07/05/2022</u>	
Signature, Clerk of Court or Designee	

# **INSTRUCTIONS**

**PLUS \$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

### **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

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

0722.28

## Part 1: Tax Deed Application Information

Applicant Name Applicant Address	TLGFY, LLC CAPITAL ONE, N.A., AS COLLATER PO BOX 54347 NEW ORLEANS, LA 70154	Application date	Jul 19, 2021
Property description	CA HOBBS CONSTRUCTION COMPANY LLC 3305 NORTH W ST PENSACOLA, FL 32505 2632 HOLLYWOOD 06-0380-000 LTS 16 TO 20 BLK 101 OAKCREST S/D PLAT DB 67 P 28 OR 6405 P 1633	Certificate #	2019 / 2703
		Date certificate issued	06/01/2019

## 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)
# 2019/2703	06/01/2019	3,610.76	180.54	3,791.30
→Part 2: Total*				3,791.30

## 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)
# 2021/2313	06/01/2021	3,954.03	6.25	197.70	4,157.98
# 2020/2941	06/01/2020	3,795.43	6.25	189.77	3,991.45
Part 3: Total*					8,149.43

## 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)	11,940.73
2. Delinquent taxes paid by the applicant	0.00
3. Current taxes paid by the applicant	0.00
4. Property information report fee	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)	12,315.73

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: <u>Shirley Rich, CFCA</u> Signature, Tax Collector or Designee	Escambia, Florida Date <u>July 28th, 2021</u>
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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](#)

[Back](#)

Nav. Mode ☒ Account ☐ Parcel ID

[Printer Friendly Version](#)

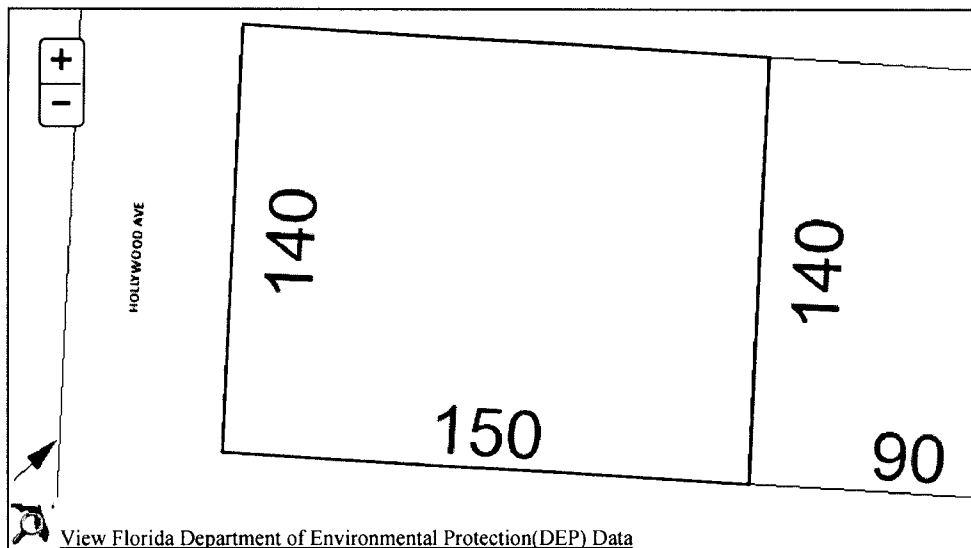
General Information		Assessments				
<b>Parcel ID:</b>	162S302300016101	<b>Year</b>	<b>Land</b>	<b>Imprv</b>	<b>Total</b>	<b>Cap Val</b>
<b>Account:</b>	060380000	2021	\$24,624	\$220,291	\$244,915	\$244,915
<b>Owners:</b>	CA HOBBS CONSTRUCTION COMPANY LLC	2020	\$24,624	\$214,783	\$239,407	\$239,407
<b>Mail:</b>	100 HOLMES DRIVE PENSACOLA, FL 32507	2019	\$24,624	\$202,229	\$226,853	\$226,853
<b>Situs:</b>	2632 HOLLYWOOD 32505	<b>Disclaimer</b>				
<b>Use Code:</b>	LIGHT MANUFACTURING	<b>Market Value Breakdown Letter</b>				
<b>Taxing Authority:</b>	COUNTY MSTU	<b>Tax Estimator</b>				
<b>Tax Inquiry:</b>	<a href="#">Open Tax Inquiry Window</a>	<b>Report Storm Damage</b>				
Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector		<b>Download Income &amp; Expense Survey</b>				

Sales Data					
Sale Date	Book	Page	Value	Type	Official Records (New Window)
12/12/2008	6405	1633	\$301,500	WD	
11/13/2007	6248	589	\$310,000	WD	
05/2007	6154	751	\$264,500	WD	
11/2006	6030	1768	\$262,200	WD	
07/2003	5189	736	\$31,500	WD	
10/1999	4482	1260	\$12,500	WD	
Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller					

2021 Certified Roll Exemptions	
None	
Legal Description	
LTS 16 TO 20 BLK 101 OAKCREST S/D PLAT DB 67 P 28 OR 6405 P 1633	
Extra Features	
CONCRETE PAVING	
CONCRETE WALKS	

Parcel Information	<a href="#">Launch Interactive Map</a>
<b>Section</b> <b>Map Id:</b> 16-2S-30-1	
<b>Approx. Acreage:</b> 0.5373	
<b>Zoned:</b> HC/LI	
<b>Evacuation &amp; Flood Information</b>	

[Open Report](#)



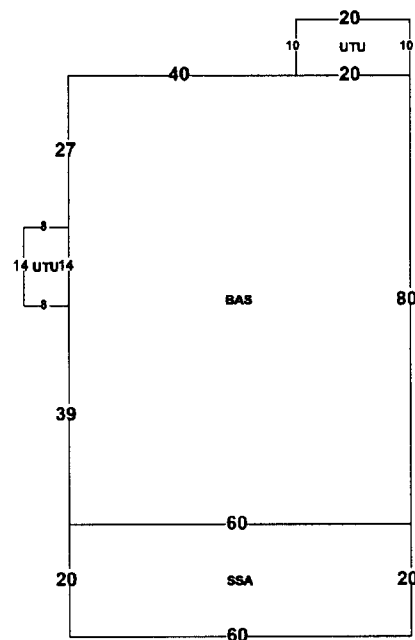
[View Florida Department of Environmental Protection\(DEP\) Data](#)

#### Buildings

Address: 2632 HOLLYWOOD, Year Built: 2005, Effective Year: 2005, PA Building ID#: 78248

##### Structural Elements

DECOR/MILLWORK-AVERAGE  
DWELLING UNITS-0  
EXTERIOR WALL-BRICK-FACE/VENEER  
EXTERIOR WALL-METAL-MODULAR  
FLOOR COVER-CONCRETE-FINISH  
FOUNDATION-SLAB ON GRADE  
HEAT/AIR-NONE  
INTERIOR WALL-UNFINISHED  
NO. PLUMBING FIXTURES-4  
NO. STORIES-1  
ROOF COVER-METAL/MODULAR  
ROOF FRAMING-STEEL TRUSS/FRM  
STORY HEIGHT-18  
STRUCTURAL FRAME-RIGID FRAME



Areas - 6312 Total SF

BASE AREA - 4800  
STORE DISPLAY AREA - 1200  
UTILITY UNF - 312

#### Images



5/20/19

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 08/16/2021 (tr 120356)

## NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That **TLGFY LLC CAPITAL ONE NA** holder of **Tax Certificate No. 02703**, issued the **1st** day of **June, A.D., 2019** 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:

**LTS 16 TO 20 BLK 101 OAKCREST S/D PLAT DB 67 P 28 OR 6405 P 1633**

**SECTION 16, TOWNSHIP 2 S, RANGE 30 W**

**TAX ACCOUNT NUMBER 060380000 (0722-28)**

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

**CA HOBBS CONSTRUCTION COMPANY 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** Tuesday in the month of July, which is the **5th day of July 2022**.

Dated this 7th day of September 2021.

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



PAM CHILDERS  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY, FLORIDA

By:  
Emily Hogg  
Deputy Clerk




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

**Tax Deed - Redemption Calculator**

**Account: 060380000 Certificate Number: 002703 of 2019**

Redemption ☐ No ☒ Application Date  Interest Rate

	Final Redemption Payment ESTIMATED	Redemption Overpayment ACTUAL
	Auction Date <input type="text" value="7/5/2022"/>	Redemption Date <input type="text" value="4/11/2022"/> 
Months	12	9
Tax Collector	<input type="text" value="\$12,315.73"/>	<input type="text" value="\$12,315.73"/>
Tax Collector Interest	\$2,216.83	\$1,662.62
Tax Collector Fee	<input type="text" value="\$6.25"/>	<input type="text" value="\$6.25"/>
Total Tax Collector	\$14,538.81	<input type="text" value="\$13,984.60"/> TC
Record TDA Notice	<input type="text" value="\$17.00"/>	<input type="text" value="\$17.00"/>
Clerk Fee	<input type="text" value="\$119.00"/>	<input type="text" value="\$119.00"/>
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	\$82.08	\$61.56
Total Clerk	\$538.08	<input type="text" value="\$517.56"/> 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="\$0.00"/>	<input type="text" value="\$0.00"/>
Total Redemption Amount	\$15,153.89	\$14,519.16
	Repayment Overpayment Refund Amount	\$634.73
Book/Page	<input type="text" value="8613"/>	<input type="text" value="1968"/>

Notes

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



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

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

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

**Case # 2019 TD 002703**

**Redeemed Date 4/11/2022**

**Name C A HOBBS III 34 HILBURN PLACE PENSACOLA FL 32504**

Clerk's Total = TAXDEED	\$538.08	<b>\$14,182.16</b>
Due Tax Collector = TAXDEED	\$14,638.81	
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

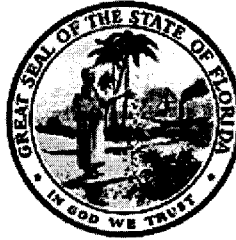
Date	Docket	Desc	Amount Owed	Amount Due	Payee Name
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**FINANCIAL SUMMARY**

No Information Available - See Dockets



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



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

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

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

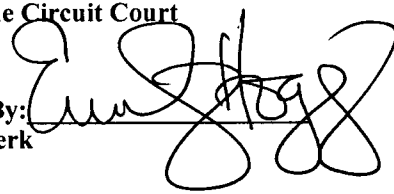
**PAM CHILDERS, CLERK OF THE CIRCUIT COURT  
Tax Certificate Redeemed From Sale  
Account: 060380000 Certificate Number: 002703 of 2019**

**Payor: C A HOBBS III 34 HILBURN PLACE PENSACOLA FL 32504 Date 4/11/2022**

Clerk's Check #	238502	Clerk's Total	\$538.08
Tax Collector Check #	1	Tax Collector's Total	\$14,538.81
		Postage	\$60.00
		Researcher Copies	\$0.00
		Recording	\$10.00
		Prep Fee	\$7.00
		Total Received	<del>\$15,153.89</del>

**\$14,199.16**

**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 8613, Page 1968, of Escambia County, for the tax certificate, tax deed, and property described below:

Tax Certificate No. Certificate No. 02703, issued the 1st day of June, A.D., 2019

TAX ACCOUNT NUMBER: 060380000 (0722-28)

DESCRIPTION OF PROPERTY:

LTS 16 TO 20 BLK 101 OAKCREST S/D PLAT DB 67 P 28 OR 6405 P 1633

SECTION 16, TOWNSHIP 2 S, RANGE 30 W

NAME IN WHICH ASSESSED: CA HOBBS CONSTRUCTION COMPANY LLC

Dated this 11th day of April 2022.



PAM CHILDERS  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY, FLORIDA

By:  
Emily Hogg  
Deputy Clerk

26. WAIVER OF JURY TRIAL. NO PARTY TO THIS INSTRUMENT OR ANY HEIR, PERSONAL REPRESENTATIVE, SUCCESSOR OR ASSIGNEE OF A PARTY SHALL SEEK A JURY TRIAL IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM, OR ANY OTHER LITIGATION PROCEDURE BASED UPON OR ARISING OUT OF THIS INSTRUMENT, ANY RELATED INSTRUMENT, ANY COLLATERAL FOR THE NOTE OR THE DEALINGS OR THE RELATIONSHIP BETWEEN OR AMONG THE PARTIES, OR ANY OF THEM. NO PARTY SHALL SEEK TO CONSOLIDATE ANY SUCH ACTION, IN WHICH A JURY TRIAL HAS BEEN WAIVED, WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE, OR HAS NOT BEEN, WAIVED. THE PROVISIONS OF THIS PARAGRAPH HAVE BEEN FULLY DISCUSSED BY THE PARTIES HERETO, AND THESE PROVISIONS SHALL BE SUBJECT TO NO EXCEPTIONS. NO PARTY HAS IN ANY WAY AGREED WITH, OR REPRESENTED TO, ANY OTHER PARTY THAT THE PROVISIONS OF THIS PARAGRAPH WILL NOT BE FULLY ENFORCED IN ALL INSTANCES.

IN WITNESS WHEREOF, this instrument has been executed on the date first above written.

Witnesses:

Print Name:

**STEPHEN L. WALKER**

Print Name:

**LISA A. GROVE**

Pensacola Tile Co., a Florida corporation

By:

Ursula M. Pinho

Its: President

[corporate seal]

STATE OF FLORIDA

COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 13 day of November, 2007 by Ursula M. Pinho, as President of Pensacola Tile Co., a Florida corporation, on behalf of the corporation, who (check one):

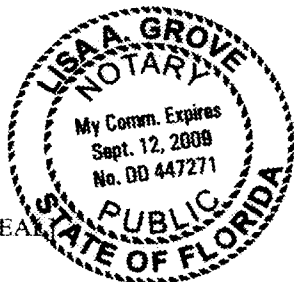
[ ]

Is personally known to me; or

[ ☒ ]

Produced the following identification:

FL DL



[NOTARY SEAL]

Notary Public, State of Florida

Print Name:

**LISA A. GROVE**

the option of the Mortgagee, or otherwise, as are made within 20 years from the date hereof, to the same extent as if such future advances were 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 \$600,000.00, plus interest thereon, and 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 hereafter defined.

20. MISCELLANEOUS. 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.

21. ATTORNEY'S FEES. The term "attorneys' fees" as used in this Mortgage includes any and all legal fees of whatever nature including, but not limited to, fees in connection with collection, trial, bankruptcy proceedings and any appeal of any interlocutory order or final judgment or any other appellate proceeding arising out of any litigation.

22. OBLIGATION OF MORTGAGOR. Mortgagor shall pay the cost of releasing or satisfying this Mortgage of record.

23. TRANSFER OF MORTGAGED PROPERTY OR ANY INTEREST IN MORTGAGOR.

a. Without the prior written consent of Mortgagee, Mortgagor shall not encumber the Mortgaged Property, or any interest or estate therein or sell, assign, lease or otherwise transfer all or any portion of the Mortgaged Property or any interest or estate therein, whether voluntarily or involuntarily or by operation of law. Any such sale, lease, assignment, conveyance, encumbrance or other transfer of the Mortgaged Property, or any interest or estate therein, or the incurrence of debt not permitted hereby, made without Mortgagee's prior written consent, shall constitute a default hereunder. Mortgagor covenants and agrees that without the prior written consent of Mortgagee, no party constituting Mortgagor shall be dissolved, liquidated or terminated, whether by operation of law or otherwise. Any such liquidation, termination or dissolution without Mortgagee's prior written consent shall constitute an Event of Default hereunder. In addition, without the prior written consent of Mortgagee, the sale, transfer, encumbrance or assignment of any interest in Mortgagor or, if a general partner of any partnership comprising Mortgagor is an entity, in such entity general partner of such partnership shall also constitute an Event of Default hereunder.

b. The provisions of this paragraph 23 shall apply to each and every transfer coming within the terms hereof, regardless of whether or not Mortgagee has consented to, or waived by its action or inaction, its rights hereunder with respect to any previous transfer covered hereby.

24. DEFAULT RATE. The Default Rate shall be the highest legal rate of interest. Anything in this Mortgage to the contrary notwithstanding, the Default Rate shall at no time exceed the maximum rate permitted by applicable law whether now or hereafter in effect. The Mortgagee agrees to refund, and the Mortgagor agrees to accept refund of, any and all sums received under this Mortgage by the Mortgagor which are determined to be usurious by any court of competent jurisdiction.

25. CHANGES TO THE MORTGAGE. All changes, alterations, deletions or additions to the substance of any paragraph in this Mortgage which have been agreed to between Mortgagor and Mortgagee have been initialed by Mortgagor as additional proof of Mortgagor's consent.

BK: 6248 PG: 601

benefits from the Mortgaged Property; (iv) appoint a receiver to enter upon and take possession of the Mortgaged Property and to collect all rents, issues, profits, revenue, income, and other benefits thereof and apply the same as a court may direct and such receiver shall have all rights and powers permitted under law; (v) pursue any remedies available to Mortgagee under the Uniform Commercial Code of Florida; and (vi) 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.

15. NO WAIVER. No delay or omission of Mortgagee or of any holder of the Note to exercise any right, power or remedy accruing upon any Event of Default shall exhaust or impair any such right, power or remedy or shall be construed to waive any Event of Default or to 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 concurrent and shall be in addition to any other right, power and remedy given hereunder or under the Note or any other instrument securing the Note, now or hereafter existing at law, in equity or by statute.

17. NOTICES: Any notice or demand to be given or that may be given under this Mortgage shall be in writing and shall be (i) delivered through the United States mail, postage prepaid, certified, return receipt requested, or (ii) delivered via overnight courier as follows:

If to Mortgagee:

C.A. Hobbs Construction Company, LLC  
3305 North "W" Street  
Pensacola, Florida 32505

If to Mortgagor:

Pensacola Tile Co.  
2632 Hollywood Avenue  
Pensacola, Florida 32505

Any notice or demand to be given or that may be given under this Mortgage shall be deemed complete (i) three business days after depositing the notice or demand in the United States mail with proper postage affixed, certified, return receipt requested, or (ii) on depositing the notice or demand with an overnight courier service. Any party to this Mortgage may change address by notice in writing to the other party in the manner provided in this Paragraph.

18. 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 the Mortgagor or Mortgagee, shall bind and inure to the benefit of their respective heirs, personal representatives, successors and assigns, whether or not so expressed.

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

12. **EVENT OF DEFAULT.** Any one of the following shall constitute an event of default ("**Event of Default**") under this Mortgage.

a. Failure by Mortgagor to pay (i) any amounts due under the Note, whether principal, interest, late fees or otherwise; or (ii) any sums due or to be paid by Mortgagor hereunder or under any other instrument securing the Note.

b. Failure by Mortgagor to duly keep, perform and observe any other covenant, condition or agreement in the Note, this Mortgage, any other instrument securing the Note or any other instrument collateral to the Note or executed in connection with the sums secured by the Note, this Mortgage and the foregoing instruments.

c. If either Mortgagor or any endorser or guarantor of the Note: (i) files a voluntary petition in bankruptcy, (ii) is adjudicated a bankrupt or insolvent; (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; (iv) seeks or consents to or acquiesces in the appointment of any trustee, receiver, master or liquidator of itself or of all or any substantial part of the Mortgaged Property or of any or all of the rents, revenues, issues, earnings, profits or income thereof; (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.

d. If a court of competent jurisdiction enters an order, judgment or decree approving a petition filed against Mortgagor or any endorser or guarantor of the Note, 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 60 days whether or not consecutive from the date of entry thereof.

e. If any trustee, receiver or liquidator of Mortgagor of all or any substantial part of the Mortgaged Property or of any or all of the rents, revenues, issues, earnings, profits or income thereof, is appointed without the prior written consent of Mortgagee, which appointment shall remain unvacated and unstayed for an aggregate of 60 days whether or not consecutive.

f. Any breach of any warranty or material untruth of any representation of Mortgagor contained in the Note, this Mortgage or any other instrument securing the Note.

g. The occurrence of any default under the terms of any mortgage or other security instrument which creates a lien or other security interest on or in the Mortgaged Property, whether such mortgage or other security instrument is superior or inferior in priority to this Mortgage.

13. **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. Upon such declaration such principal and interest and other sums shall immediately be due and payable without demand or notice.

14. **REMEDIES AFTER DEFAULT.** Upon an Event of Default, Mortgagee may proceed by suit or suits at law or in equity or by any other appropriate proceeding or remedy to: (i) enforce payment of the Note or the performance of any term hereof or any other right; (ii) 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; (iii) collect all rents, issues, profits, revenue, income, and other

Note, for which the holder of this Mortgage may, at its option, declare the entire unpaid balance of the subject Mortgage and Note to be immediately due and payable.

All leases or subleases hereafter entered into by Mortgagor with respect to the Mortgaged Property or any part thereof, shall be subordinate to the lien of this Mortgage unless expressly made superior to this Mortgage in the manner hereinafter provided. At any time or times Mortgagee may execute and record in the appropriate Office of the Register or County Clerk of the County where the Premises are situated, a Notice of Subordination reciting that the lease or leases therein described shall be superior to the lien of this Mortgage. From and after the recordation of such Notice of Subordination, the lease or leases therein described shall be superior to the lien of this Mortgage and shall not be extinguished by any foreclosure sale hereunder.

#### 11. ENVIRONMENTAL CONDITION OF PREMISES

Mortgagor hereby warrants and represents to Mortgagee after thorough investigation that:

a. The premises are now and at all times hereafter will continue to be in full compliance with all Federal, State and local environmental laws and regulations, including but not limited to, the comprehensive Environmental Response, Compensation and Liability Act of 1960 (CERCLA), Public Law No. 96-510, 94 Stat. 2767, and the Superfund Amendments and Reauthorization Act of 1986 (SARA), Public Law No. 99-499, 100 Stat. 1613, and

b. (i) as of the date hereof there are no hazardous materials, substances, waste or other environmentally regulated substances (including without limitation, any materials containing asbestos) located on, in or under the Premises or used in connection therewith, or (ii) Mortgagor has fully disclosed to Mortgagee in writing the existence, extent and nature of any such hazardous material, substance, waste or other environmentally regulated substance, currently present or which Mortgagor is legally authorized and empowered to maintain on, in or under the Premises or use in connection therewith, Mortgagor has obtained and will maintain all licenses, permits and approvals required with respect thereto, and is and will remain in full compliance with all of the terms, conditions and requirements of such licenses, permits and approvals. Mortgagor further warrants and represents that it will promptly notify Mortgagee of any change in the environmental condition of the Premises or in the nature or extent of any hazardous materials, substances or wastes maintained on, in or under the Premises or used in connection therewith, and will transmit to Mortgagee copies of any citations, orders, notices or other material governmental or other communication received with respect to any other hazardous materials, substances, waste or other environmentally regulated substance affecting the Premises.

c. Mortgagor hereby agrees to defend, indemnify and hold Mortgagee harmless from and against any and all damages, penalties, fines, claims, suits, liabilities, costs, judgments and expenses (including attorneys', consultant's or expert's fees) of every kind and nature incurred, suffered by or asserted against Mortgagee as a direct or indirect result of (i) any warranty or representation made by Mortgagor in this paragraph being or becoming false or untrue in any material respect or; (ii) any requirement under the law, regulation or ordinance, local, state or federal, regarding the removal or elimination of any hazardous materials, substances, waste or other environmentally regulated substances.

d. Mortgagor's obligations hereunder shall not be limited to any extent by the term of the Note, and, as to any act or occurrence prior to payment in full and satisfaction of said Note which gives rise to liability hereunder, shall continue, survive and remain in full force and effect notwithstanding foreclosure of this Mortgage, where Mortgagee is the purchaser at the foreclosure sale, or delivery of a deed in lieu of foreclosure to Mortgagee.

10. ASSIGNMENT OF LEASES, SUBLEASES, FRANCHISES, RENTS, ISSUES AND PROFITS.

a. Assignment of Rents. Mortgagor hereby collaterally assigns and transfers to Mortgagee all the leases, subleases, rents, issues and profits of the Mortgaged Property, and hereby gives to and confers upon Mortgagee the right, power and authority to collect such rents, issues and profits as herein set forth. Mortgagor irrevocably appoints Mortgagee its true and lawful attorney-in-fact, at the option of Mortgagee, immediately and without further legal action being necessary, to demand, receive and enforce payment, to give receipts, releases and satisfactions, and to sue in the name of Mortgagor or Mortgagee, for all such rents, issues and profits and apply the same to the indebtedness secured hereby; provided, however, that Mortgagor shall have the right to collect such rents, issues and profits (but not more than one month in advance) prior to or at any time there is not an event of default under this Mortgage.

b. Collection Upon Default. Upon any event of default under this Mortgage, Mortgagee may, at any time without notice, either in person, by agent or by a receiver appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of the Mortgaged Property, or any part thereof, in its own name, and sue for or otherwise (including without limitation realizing on remedies set forth under Florida Statute §697.07 or successor statute, as amended), collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including attorneys' fees, upon any indebtedness secured hereby, and in such order as Mortgagee may determine. The collection of such rents, issues and profits, or the entering upon and taking possession of the Mortgaged Property, or the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done in response to such default or pursuant to such notice of default.

c. Restriction on Further Assignments, etc. Except as hereinafter specifically provided, Mortgagor shall not, without the prior written consent of the Mortgagee, assign the rents, issues or profits, or any part thereof, from the Mortgaged Property or any part thereof, and shall not consent to the modification, cancellation or surrender of any lease or sublease covering the Mortgaged property. An action of Mortgagor in violation of the terms of this section shall be void as against Mortgagee in addition to being a default under this Mortgage.

The Mortgagor shall not, without the consent of the Mortgagee, consent to the cancellation or surrender or, accept prepayment of rents, issues or profits, other than rent paid at the signing of a lease or sublease, under any lease or sublease now or hereafter covering the Mortgaged Property or any part thereof, not modify any such lease or sublease so as to shorten the term, decrease the rent, accelerate the payment of rent, or change the terms of any renewal option; and any such purported assignment, cancellation, surrender, prepayment or modification made without the written consent of the Mortgagee shall be void as against the Mortgagee. The Mortgagor shall, upon demand of the Mortgagee, enter into an agreement with the Mortgagee with respect to the provisions contained in the preceding provision regarding any lease or sublease covering said Mortgaged Property or any part thereof and the Mortgagor hereby appoints the Mortgagee attorney-in-fact of the Mortgagor to execute and deliver any such agreement on behalf of the Mortgagor and deliver written notice thereof to the tenant to whose lease such agreement relates.

The Mortgagor agrees to furnish to the Mortgagee a copy of any modification of any lease presently in effect and copies of all future leases affecting the Mortgaged Property covered by this Mortgage, and failure to furnish to the Mortgagee a copy of any modification of a lease or a copy of any future lease affecting said Mortgaged Property shall be deemed a default under this Mortgage and the



Mortgaged Property without the written consent of Mortgagee. Mortgagor shall not permit, commit, or suffer any waste, impairment or deterioration of the Mortgaged Property or any part thereof, and shall keep the same and improvements thereon in good condition and repair. Mortgagor shall notify Mortgagee in writing within five days of any damage, or impairment of the Mortgaged Property. Mortgagee may, at Mortgagee's discretion, have the Mortgaged Property inspected at any 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 or discharge the taxes, assessments, 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 may at its option pay or discharge the taxes, assessments, levies, liabilities, and obligations and encumbrances or any part thereof, to produce and pay for such insurance or to make and pay for such repairs. Mortgagee shall have no obligation on its part to determine the validity or necessity of any payment thereof and any such payment shall not waive or affect any option, lien equity or right of Mortgagee under or by virtue of this Mortgage. The full amount of each and every such payment shall be immediately due and payable 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, charges and expenses, including, but not limited to, reasonable attorneys' fees, disbursements and cost of abstracts of title, incurred or paid at any time by Mortgagee due to 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 and this Mortgage. Such costs, charges and expenses, shall be immediately due and payable, whether or not there be 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 and any other instrument securing the Note.

8. **AFTER ACQUIRED PROPERTY.** The lien of this Mortgage will automatically attach, without further act, to all after acquired property of whatever kind located in or on, or attached to, or used or intended to be used in connection with or in the operation of the Mortgaged Property.

9. **ADDITIONAL DOCUMENTS.** At all times this Mortgage is in effect, 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 thereafter to be re-recorded or re-filed at such time or in such places as shall be deemed desirable by Mortgagee and any all such further mortgages, instruments or further assurance, certificates and other documents as Mortgagee may consider necessary or desirable in order to effectuate, complete, enlarge, perfect, or to continue and preserve the obligations of Mortgagor under the Note and this Mortgage and all other instruments securing the Note, and the lien of this Mortgage as a first and prior lien upon all the Mortgaged Property. Upon any failure by Mortgagor to do so, Mortgagee may make, execute, record, file, re-record, or re-file any and all such mortgages, instruments, certificates and documents for and in the name of Mortgagor. Mortgagor hereby irrevocably appoints Mortgagee agent and attorney-in-fact of Mortgagor to do all things necessary to effectuate or assure compliance with this paragraph.

3. **INSURANCE.** Mortgagor shall keep the Mortgaged Property and the improvements now existing or hereafter erected on the Mortgaged Property insured as may be required from time to time by Mortgagee against loss by fire, other hazards and contingencies in such amounts and for such periods as may be required by Mortgagee. Mortgagor shall pay promptly, when due, any premiums on such insurance. All insurance shall be carried with companies approved by Mortgagee and the policy and renewals thereof shall be held by Mortgagee and have attached thereto loss payable clauses in favor and in form acceptable to Mortgagee. In the 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. Each insurance company concerned is hereby authorized and directed to make payments for such loss directly to Mortgagee instead of either to Mortgagor or Mortgagor and Mortgagee jointly. 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 the reduction of the indebtedness hereby secured or to 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 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, until the Note is fully paid, an amount equal to one-twelfth of the yearly 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 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 the Mortgaged Property or any part thereof 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, 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 and Mortgagee 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 instrument securing the Note. Any balance of such monies then remaining shall be paid to Mortgagor. Mortgagor agrees to execute such further assignments or any compensations, awards, damages, claims, rights or actions and proceeds as Mortgagee may require.

5. **CARE OF MORTGAGED PROPERTY.** Mortgagor shall not remove or demolish any building, equipment, transmitting facilities or structures, or other property forming a part of the

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.

B. Together with all the rents, leases, issues, profits, revenue, income proceeds and other benefits from the property described in Paragraphs A and B hereof to be applied to the indebtedness secured hereby in accordance with paragraph 10 hereof.

C. Together with all insurance policies and proceeds and all condemnation proceeds, awards, damages and claims relating to or derived from the property described in Paragraphs A and B hereof.

D. Together with all proceeds, products, replacements, additions, substitutions, renewals and accessions of any of the foregoing items.

E. 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.**"

**THIS MORTGAGE COVERS GOODS AND PROPERTY WHICH ARE OR ARE TO BECOME FIXTURES, IS EFFECTIVE AS A FINANCING STATEMENT FILED AS A FIXTURE FILING, AND IS TO BE FILED IN THE REAL ESTATE RECORDS. DOCUMENTARY STAMP TAXES REQUIRED BY CHAPTER 201, FLORIDA STATUTES, HAVE BEEN PAID.**

PROVIDED ALWAYS, that if Mortgagor shall pay to Mortgagee the Note at the times and in the manner stipulated therein, and in all other instruments securing the Note, including renewals, extensions or modification thereof, and in this Mortgage and in all other instruments securing the Note, to be kept, performed or observed by Mortgagor, then this Mortgage, shall cease and be void, but shall otherwise remain in full force and effect.

Mortgagor covenants and agrees with the Mortgagee as follows:

1. **COMPLIANCE WITH NOTE AND MORTGAGE; WARRANTY OF TITLE.** Mortgagor shall comply with all provisions of the Note, this Mortgage and 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 pursuant to the provisions of this Mortgage and of every other instrument securing the Note. Mortgagor covenants that Mortgagor owns and is indefeasibly seized of the Mortgaged Property in fee simple, that the Mortgaged Property is free from all encumbrances except as noted in the legal description above, that Mortgagor has lawful authority to convey, mortgage and encumber the same as provided by the Mortgage, that Mortgagee may peaceably and quietly enjoy the Mortgaged Property, and that Mortgagor will defend the Mortgaged Property against the claims of all persons whomsoever, and that Mortgagor so warrants.

2. **PAYMENT OF TAXES AND LIENS.** Mortgagor shall pay all the taxes, assessments, levies, liabilities, obligations and encumbrances of every nature now on the Mortgaged Property or that hereafter may be imposed, levied or assessed upon this Mortgage or the Mortgaged Property or upon the indebtedness secured hereby. All such payments to be made when due and payable according to law before they become delinquent and before any interest attaches or any penalty is incurred. Insofar as any indebtedness is of record the same shall be promptly satisfied and evidence of such satisfaction shall be given to Mortgagee.

Recorded in Public Records 11/15/2007 at 09:37 AM OR Book 6248 Page 594,  
Instrument #2007107952, Ernie Lee Magaha Clerk of the Circuit Court Escambia  
County, FL Recording \$86.50 MTG Stamps \$1050.00 Int. Tax \$600.00

This instrument prepared by and return to:  
Stephen L. Walker  
Moulton McEachern & Walker  
Bank of America Building  
5041 Bayou Boulevard  
Suite 300  
Pensacola, Florida 32503

STATE OF FLORIDA

COUNTY OF ESCAMBIA

**MORTGAGE, ASSIGNMENT OF RENTS, LEASES AND PROFITS AND FINANCING  
STATEMENT**

This Mortgage is made this 13<sup>th</sup> day of November, 2007 by **PENSACOLA TILE CO.**, a Florida corporation, ("**Mortgagor**"), and **C.A. HOBBS CONSTRUCTION COMPANY, LLC**, a Florida limited liability company, ("**Mortgagee**").

WITNESSETH:

WHEREAS, Mortgagor is indebted to Mortgagee in the principal sum of **THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$300,000.00)** together with interest thereon, as evidenced by that certain promissory note of even date herewith executed by Mortgagor and delivered to Mortgagee ("**Note**"), 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 in the Note and in this Mortgage and in all other instruments securing the Note, and in order to charge the properties, interests and rights hereinafter described with such payment and performance and to secure additional advances, renewals, extensions and modifications thereof and for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), Mortgagor does hereby mortgage, sell, pledge and assign to Mortgagee and, where applicable, grant a security interest in all of Mortgagor's right, title and interest in and to:

THE MORTGAGED PROPERTY

A. All the land located in Escambia County, Florida, more particularly described as:

**Lots 16 to 20, both inclusive, Block 101, OAKCREST, a subdivision of Lot 2 and the West 97.04 acres of Lot 3, Section 16, Township 2 South, Range 30 West, according to the plat thereof recorded in Deed Book 67, Page 28, Public Records of Escambia County, Florida.**

("Premises"); to have and to hold the same, together with (i) all the improvements now or hereafter erected on the Premises; (ii) all fixtures now or hereafter attached thereto ("**Fixtures**"); (iii) all tenements, hereditaments, streets, alleys, rights of way, easements, rights, powers, privileges, immunities and appurtenances thereunto belonging or in anywise appertaining; (iv) the reversion and reversions, remainder and remainders; and (v) all the estate, right, title, interest, homestead, right of dower, separate

It is not intended that this deed operate to effect any merger of the fee interest in Grantee in the property with the Mortgage, it being specifically intended that such rights of Grantee in the property shall survive the execution and delivery of this deed and remain outstanding.

SUBJECT to (i) taxes for the current year or subsequent years; (ii) zoning ordinances; (iii) restrictions and covenants of record which are not hereby reimposed; (iv) easements of record; (v) oil, gas and mineral reservations and transfers of record; and (vi) matters set forth on the plat of said subdivision

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, free from all exemptions and right of homestead.

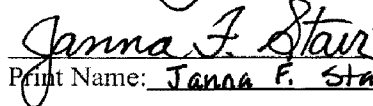
AND the Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

GRANTOR AND GRANTEE are used for singular or plural, as context requires.

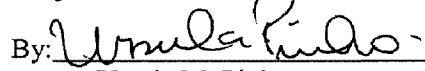
IN WITNESS WHEREOF, the Grantor has executed this instrument the day and year first above written.

Signed, sealed and delivered  
in the presence of:

  
Print Name: LISA A. GROVE

  
Print Name: Janna F. Stair

Pensacola Tile Co., a dissolved Florida  
corporation

By:   
Ursula M. Pinho  
Its: President

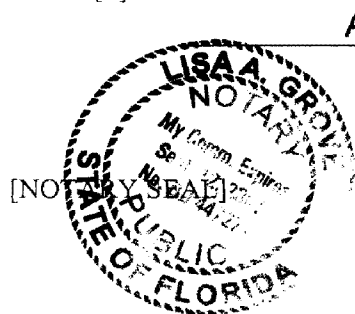
[corporate seal]

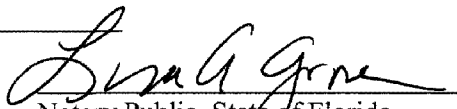
STATE OF FLORIDA

COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 12 day of December, 2008 by Ursula M. Pinho, as President of Pensacola Tile Co., a dissolved Florida corporation, on behalf of the corporation, who (check one):

- ☐ Is personally known to me; or  
☒ Produced the following identification:



  
Notary Public, State of Florida  
Print Name: LISA A. GROVE



Recorded in Public Records 12/12/2008 at 04:20 PM OR Book 6405 Page 1633,  
Instrument #2008091355, Ernie Lee Magaha Clerk of the Circuit Court Escambia  
County, FL Recording \$18.50 Deed Stamps \$2110.50

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Prepared by and return to:  
Stephen L. Walker, Attorney  
Moulton McEachern & Walker  
5041 Bayou Boulevard  
Suite 300  
Pensacola, Florida 32503

Property Reference No.: 16-2S-30-2300-016-101

**WARRANTY DEED IN LIEU OF FORECLOSURE WITHOUT MERGER OF TITLE**

**THIS INDENTURE**, made this 10<sup>th</sup> day of December, 2008, between **PENSACOLA TILE CO.**, a dissolved Florida corporation, "**Grantor**", and **CA HOBBS CONSTRUCTION COMPANY, LLC**, a Florida limited liability company, 3305 North "W" Street, Pensacola, Florida 32505, "**Grantee**"

**WITNESSETH:** That the said Grantor, for and in consideration of the sum of Ten (\$10.00) Dollars, and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledged, as part of winding up the affairs of the Grantor, has granted, bargained and sold to the Grantee, and Grantee's successors and assigns forever, as part of winding up the affairs of the Grantor, the following described land, situate, lying and being in Escambia County, Florida, to-wit:

**Lots 16 to 20, both inclusive, Block 101, OAKCREST, a subdivision of Lot 2 and the West 97.04 acres of Lot 3, Section 16, Township 2 South, Range 30 West, according to the plat thereof recorded in Deed Book 67, Page 28, Public Records of Escambia County, Florida.**

**THIS DEED** is intended to convey all of Grantor's interest acquired in that certain deed recorded in O.R. Book 6248, page 589 of the public records of Escambia County, Florida.

**GRANTOR** certifies that Grantor does not own any other property subject to a mortgage held by Grantee.

**THIS DEED** is a deed in lieu of foreclosure and is being executed and delivered to the Grantee absolutely and unconditionally in consideration of \$10.00 and Grantee's release of Grantor from personal obligation to pay the Promissory Note dated November 13, 2007 in the original principal amount of \$300,000.00 secured by the still outstanding mortgage given by Grantor to Grantee recorded in O.R. Book 6248, page 594 of the public records of Escambia County, Florida ("**Mortgage**"). This deed is not intended as additional security under the Mortgage.

F:\HOBBS, CA\Pensacola Tile Deed in Lieu\Docs\Deed in Lieu wo Merger.doc

**PROPERTY INFORMATION REPORT**

**April 12, 2022**

**Tax Account #:06-0380-000**

**LEGAL DESCRIPTION  
EXHIBIT "A"**

**LTS 16 TO 20 BLK 101 OAKCREST S/D PLAT DB 67 P 28 OR 6405 P 1633**

**SECTION 16, TOWNSHIP 2 S, RANGE 30 W**

**TAX ACCOUNT NUMBER 06-0380-000(0722-28)**

**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:** JULY 5, 2022  
**TAX ACCOUNT #:** 06-0380-000  
**CERTIFICATE #:** 2019/2703

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	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Notify City of Pensacola, P.O. Box 12910, 32521
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Notify Escambia County, 190 Governmental Center, 32502
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Homestead for <u>2020</u> tax year.

**CA HOBBS CONSTRUCTION COMPANY LLC**  
**3305 NORTH W ST**  
**PENSACOLA, FL 32505**

**CA HOBBS CONSTRUCTION COMPANY LLC**  
**100 HOLMES DRIVE**  
**PENSACOLA, FL 32507**

**CA HOBBS CONSTRUCTION COMPANY LLC**  
**2632 HOLLYWOOD**  
**PENSACOLA, FL 32505**

**Certified and delivered to Escambia County Tax Collector, this 6th day of April, 2022.**

**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**

April 12, 2022

Tax Account #: **06-0380-000**

1. The Grantee(s) of the last deed(s) of record is/are: **C A HOBBS CONSTRUCTION, LLC**  
**By Virtue of Warranty Deed recorded 12/12/2008 in OR 6405/1633**
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 C. A. HOBBS CONSTRUCTIONS COMPANY, LLC recorded 11/15/2007 – OR 6248/594**
4. Taxes:  
  
**Taxes for the year(s) 2018-2021 are delinquent.**  
**Tax Account #: 06-0380-000**  
**Assessed Value: \$244,915.00**  
**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 #: 06-0380-000 CERTIFICATE #: 2019/2703

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: April 6, 2002 to and including April 6, 2022 Abstractor: Alicia Hahn

BY

Michael A. Campbell,  
As President  
Dated: April 12, 2022