

APPLICATION FOR TAX DEED

Section 197.502, Florida Statutes

512
R. 12/16

Application Number: 2100268

To: Tax Collector of ESCAMBIA COUNTY, Florida

I,
CITRUS CAPITAL HOLDINGS, LLC
CITRUS CAPITAL HOLDINGS FBO SEC PTY
PO BOX 54226
NEW ORLEANS, LA 70154-4226,

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
06-3371-550	2019/3130	06-01-2019	BEG AT SE COR OF LT 12 BLK 231 DUVAL TRACT PB 1 P 49 N ALG W R/W LI OF "U" ST (60 FT R/W) 100 FT W PARL TO S LT LI OF LT 4 190 FT S PARL TO E R/W LI OF "V" ST (55 FT R/W) 100 FT TO N R/W OF BELMONT ST (55 FT R/W) E ALG R/W BELMONT ST 190 FT TO POB BEING PORT OF LTS 5 6 10 & 12 BLK 231 DUVAL TRACT OR 7751 P 233

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
CITRUS CAPITAL HOLDINGS, LLC
CITRUS CAPITAL HOLDINGS FBO SEC PTY
PO BOX 54226
NEW ORLEANS, LA 70154-4226

04-16-2021
Application Date

Applicant's signature

Part 5: Clerk of Court Certified Amounts (Lines 8-14)	
8. Processing tax deed fee	
9. Certified or registered mail charge	
10. Clerk of Court advertising, notice for newspaper, and electronic auction fees	
11. Recording fee for certificate of notice	
12. Sheriff's fees	
13. Interest (see Clerk of Court Instructions, page 2)	
14. Total Paid (Lines 8-13)	
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>03/07/2022</u>	
Signature, Clerk of Court or Designee	

INSTRUCTIONS + 6.25

Tax Collector (complete Parts 1-4)

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

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

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

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

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.

BEG AT SE COR OF LT 12 BLK 231 DUVAL TRACT PB 1 P 49 N ALG W R/W LI OF "U" ST (60 FT R/W) 100 FT W PARL TO S LT LI OF LT 4 190 FT S PARL TO E R/W LI OF "V" ST (55 FT R/W) 100 FT TO N R/W OF BELMONT ST (55 FT R/W) E ALG R/W BELMONT ST 190 FT TO POB BEING PORT OF LTS 5 6 10 & 12 BLK 231 DUVAL TRACT OR 7751 P 233



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

0322-21

Part 1: Tax Deed Application Information

Applicant Name Applicant Address	CITRUS CAPITAL HOLDINGS, LLC CITRUS CAPITAL HOLDINGS FBO SEC PTY PO BOX 54226 NEW ORLEANS, LA 70154-4226	Application date	Apr 16, 2021
Property description	LA GRAN FIESTA LATINA LLC 1709 NORTH W ST PENSACOLA, FL 32505 401 N U ST 06-3371-550 BEG AT SE COR OF LT 12 BLK 231 DUVAL TRACT PB 1 P 49 N ALG W R/W LI OF "U" ST (60 FT R/W) 100 FT W P (Full legal attached.)	Certificate #	2019 / 3130
		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)
# 2019/3130	06/01/2019	1,792.33	89.62	1,881.95
→ Part 2: Total*				1,881.95

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)
# 2020/3377	06/01/2020	2,019.17	6.25	100.96	2,126.38
Part 3: Total*					2,126.38

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)	4,008.33
2. Delinquent taxes paid by the applicant	0.00
3. Current taxes paid by the applicant	1,984.93
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)	6,368.26

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><i>Candice Deuis</i></u> Signature, Tax Collector or Designee	Escambia, Florida Date <u>April 27th, 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

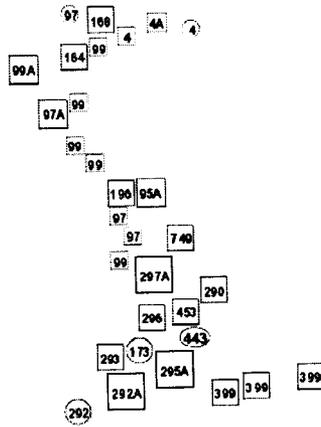
Sale List

← Nav. Mode Account Reference →

[Printer Friendly Version](#)

<p>General Information</p> <p>Reference: 3225301000060231</p> <p>Account: 063371550</p> <p>Owners: LA GRAN FIESTA LATINA LLC</p> <p>Mail: 1709 NORTH W ST PENSACOLA, FL 32505</p> <p>Situs: 401 N U ST 32505</p> <p>Use Code: MULTI-FAMILY <=9 </p> <p>Units: 2</p> <p>Taxing Authority: COUNTY MSTU</p> <p>Tax Inquiry: Open Tax Inquiry Window</p> <p>Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector</p>	<p>Assessments</p> <table border="1"> <thead> <tr> <th>Year</th> <th>Land</th> <th>Imprv</th> <th>Total</th> <th>Cap Val</th> </tr> </thead> <tbody> <tr> <td>2020</td> <td>\$13,508</td> <td>\$117,502</td> <td>\$131,010</td> <td>\$116,988</td> </tr> <tr> <td>2019</td> <td>\$13,452</td> <td>\$109,669</td> <td>\$123,121</td> <td>\$106,353</td> </tr> <tr> <td>2018</td> <td>\$13,452</td> <td>\$83,233</td> <td>\$96,685</td> <td>\$96,685</td> </tr> </tbody> </table> <p>Disclaimer</p> <p>Market Value Breakdown Letter</p> <p>Tax Estimator</p> <p>File for New Homestead Exemption Online</p> <p>Report Storm Damage</p>	Year	Land	Imprv	Total	Cap Val	2020	\$13,508	\$117,502	\$131,010	\$116,988	2019	\$13,452	\$109,669	\$123,121	\$106,353	2018	\$13,452	\$83,233	\$96,685	\$96,685																																		
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<p>Parcel Information</p> <p>Section</p> <p>Map Id: <u>CA140</u></p> <p>Approx. Acreage: 0.4430</p> <p>Zoned: MDR</p> <p>Evacuation & Flood Information Open Report</p>	<p>Launch Interactive Map</p>
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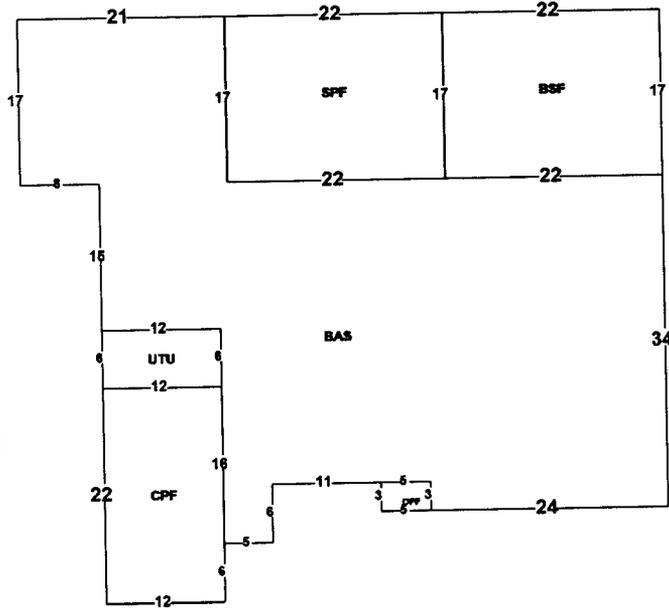


View Florida Department of Environmental Protection(DEP) Data

Buildings

Address:401 N U ST, Year Built: 1955, Effective Year: 1955, PA Building ID#: 80704

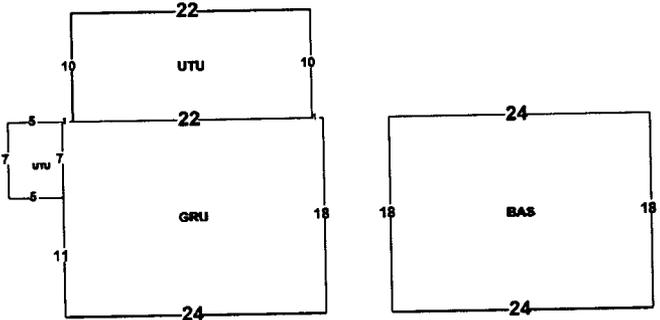
Structural Elements
 DECOR/MILLWORK-AVERAGE
 DWELLING UNITS-1
 EXTERIOR WALL-BRICK-COMMON
 EXTERIOR WALL-SIDING-SHT.AVG.
 FLOOR COVER-CARPET
 FOUNDATION-WOOD/SUB FLOOR
 HEAT/AIR-CENTRAL H/AC
 INTERIOR WALL-DRYWALL-PLASTER
 NO. PLUMBING FIXTURES-5
 NO. STORIES-1
 ROOF COVER-COMPOSITION SHG
 ROOF FRAMING-HIP
 STORY HEIGHT-0
 STRUCTURAL FRAME-WOOD FRAME



Areas - 3133 Total SF
 BASE AREA - 2034
 BASE SEMI FIN - 374
 CARPORT FIN - 264
 OPEN PORCH FIN - 15
 SCRN PORCH FIN - 374
 UTILITY UNF - 72

Address:2704 W BELMONT ST, Year Built: 1965, Effective Year: 1965, PA Building ID#: 80705

Structural Elements
 DECOR/MILLWORK-BELOW AVERAGE
 DWELLING UNITS-1
 EXTERIOR WALL-CONCRETE BLOCK
 EXTERIOR WALL-SIDING-BLW.AVG.
 FLOOR COVER-PINE/SOFTWOOD
 FOUNDATION-WOOD/SUB FLOOR
 HEAT/AIR-UNIT HEATERS
 INTERIOR WALL-DRYWALL-PLASTER
 NO. PLUMBING FIXTURES-3
 NO. STORIES-1
 ROOF COVER-COMPOSITION SHG
 ROOF FRAMING-GABLE
 STORY HEIGHT-0
 STRUCTURAL FRAME-WOOD FRAME



Areas - 1119 Total SF
 BASE AREA - 432
 GARAGE UNFIN - 432
 UTILITY UNF - 255

Images



1/29/19



1/29/19

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:04/29/2021 (tc.3254)

NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That CITRUS CAPITAL HOLDINGS LLC holder of Tax Certificate No. 03130, 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:

BEG AT SE COR OF LT 12 BLK 231 DUVAL TRACT PB 1 P 49 N ALG W R/W LI OF "U" ST (60 FT R/W) 100 FT W PARL TO S LT LI OF LT 4 190 FT S PARL TO E R/W LI OF "V" ST (55 FT R/W) 100 FT TO N R/W OF BELMONT ST (55 FT R/W) E ALG R/W BELMONT ST 190 FT TO POB BEING PORT OF LTS 5 6 10 & 12 BLK 231 DUVAL TRACT OR 7751 P 233

SECTION 32, TOWNSHIP 2 S, RANGE 30 W

TAX ACCOUNT NUMBER 063371550 (0322-21)

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

LA GRAN FIESTA LATINA 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 March, which is the 7th day of March 2022.

Dated this 17th day of May 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

IN THE COUNTY COURT IN AND FOR ESCAMBIA COUNTY
190 GOVERNMENTAL CENTER
CLERK OF THE CIRCUIT COURT
PENSACOLA, FLORIDA
ESCAMBIA COUNTY, FL

STATE OF FLORIDA 2011 DEC 16 P 2:30

VS

COUNTY CRIMINAL DIVISION
FILED & RECORDED

CASE NO: 2011 CO 026079 A
CODE ENFORCMENT CITATION NO: CE110700406
/ DOB:
SOCIAL SECURITY NBR: --NOT AVAILABLE

MEHDI KARBASSI
2808 PGA BOULEVARD
NAVARRE FL 32566

JUDGMENT AGAINST DEFENDANT FOR CODE ENFORCEMENT CIVIL PENALTY

It is hereby ordered and adjudged that the above-named defendant shall pay to ESCAMBIA COUNTY, a political subdivision of the State of Florida, the sum of \$400.00, to the Clerk of the Court, which the Court has determined to be the defendant's liability for civil infraction under Escambia County Resolution R98-171;

It is further ordered and adjudged that, in accordance with Section 162.21, Florida Statutes, a lien is hereby created against all of the property, both real and personal, of the defendant and his/her estate, in the amount aforesaid, in favor of the aforesaid county and shall bear interest at the rate set out in s.55.03 Florida Statutes, for which let execution issue.

DONE AND ORDERED this 15th day of December, 2011.

Joyce H. Williams
JUDGE JOYCE H WILLIAMS

ONE OF THE FOLLOWING MUST BE EXECUTED

I hereby acknowledge receipt of a copy of this judgment.

Defendant's Signature

I do hereby certify that copy of hereof had been furnished to defendant by delivery mail, this 16 day of December, 2011.

Case: 2011 CO 026079 A



00080940327

Dkt: CERTLIEN Pg#: NA



ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT

By: *Ernie Lee Magaha*
Deputy Clerk
Certified to be a true copy of
the original on file in this office.
Witness my hand and official seal
ERNIE LEE MAGAHA
Clerk of the Circuit Court
Escambia County, Florida

By: *[Signature]*
Date: 12/16/11

MMCOLJEN (3/2011)

THE OFFICE OF ENVIRONMENTAL ENFORCEMENT
SPECIAL MAGISTRATE
IN AND FOR ESCAMBIA COUNTY, FLORIDA

ESCAMBIA COUNTY, FLORIDA

Case No: CE19052492N
Location: 401 N U ST
PR #: 322S301009060231

vs.

, LA GRAN FIESTA LATINA LLC , LA GRAN FIESTA LATINA LLC
1708 NORTH W ST 2704 BELMONT
PENSACOLA, FL 32506 PENSACOLA, FL 32506

Cost Order

THIS CAUSE was brought before the Office of the Environmental Enforcement Special Magistrate on Petitioner's Certification of Costs, pursuant to the Special Magistrate's Order and the Special Magistrate having found the Respondent in violation of Escambia County Code of Ordinances.

Escambia County has confirmed that the property has been brought into compliance per the Special Magistrate Order. THEREFORE, the Special Magistrate being otherwise fully advised of the premises; it is hereby ORDERED, pursuant to Section 30-35 of the Escambia County Code of Ordinances, that the following itemized costs shall be added to the fines imposed by the Order of Special Magistrate dated 2/11/2020.

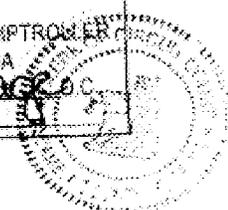
Itemized Cost	
Daily fines	\$0.00
Fines	\$0.00
Court Cost	\$235.00
County Abatement Fees	\$0.00
Administrative Costs	\$0.00
Payments	\$0.00
Total:	\$235.00

DONE AND ORDERED at Escambia County, Florida on

June 2 2020

John B. Trawick
Special Magistrate
Office of Environmental Enforcement

CERTIFIED TO BE A TRUE COPY OF THE ORIGINAL ON FILE IN THIS OFFICE
WITNESS MY HAND AND OFFICIAL SEAL
PAM CHILDERS
CLERK OF THE CIRCUIT COURT & COMPTROLLER
ESCAMBIA COUNTY, FLORIDA
BY: *[Signature]*
DATE: *[Signature]*



constitute a lien on **ALL YOUR REAL AND PERSONAL PROPERTY** including any property involved herein, which lien can be enforced by foreclosure and as provided by law.

You have the right to appeal orders of the Special Magistrate to the Circuit Court of Escambia County. If you wish to appeal, you must give notice of such in writing to both the Environmental Enforcement Division at 3363 W Park Place, Pensacola, Florida 32505 and the Escambia County Circuit Court at the M.C. Blanchard Judicial Building, 190 Governmental Center, Pensacola, Florida 32501, no later than **30 days** from the date of this order. Failure to timely file a Written Notice of Appeal will waive your rights to appeal.

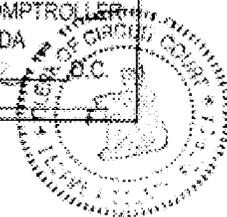
Jurisdiction is retained to enter such further orders as may be appropriate and necessary.

DONE AND ORDERED at Escambia County, Florida on the 11th day of February, 2020.



John B. Trawick
Special Magistrate
Office of Environmental Enforcement

CERTIFIED TO BE A TRUE COPY OF THE ORIGINAL ON FILE IN THIS OFFICE
WITNESS MY HAND AND OFFICIAL SEAL
PAM CHILDERS
CLERK OF THE CIRCUIT COURT & COMPTROLLER
ESCAMBIA COUNTY, FLORIDA
BY: *Mickie Cappuccia*
DATE: *02-21-2020*



Corrective action shall include:

Complete removal of all contributing nuisance conditions; trash, rubbish, overgrowth and legally dispose of. maintain clean conditions to avoid a repeat violation.

Obtain building permit and restore structure to current building codes or, obtain demolition permit and remove the structure(s), legally disposing of all debris.

If you fail to fully correct the violation within the time required, you will be assessed a fine of **\$25.00** per day, commencing **4/4/2020**. This daily fine shall continue until this violation is abated and the violation brought into compliance or until as otherwise provided by law. **YOU ARE REQUIRED**, immediately upon your full correction of this violation(s), to contact the Escambia County Environmental Enforcement Office in writing to request that they immediately inspect the property to make an official determination of whether the violation has been abated and brought into compliance. If the violation is not abated within the specified time period, then the County may elect to take whatever measures are necessary to abate the violation for you. These measures could include, but are not limited to, **DEMOLISHING YOUR STRUCTURE(S), LEGALLY DISPOSING OF ALL CONTRIBUTING CONDITIONS, AND OWING OF DESCRIBED VEHICLE(S)**. The reasonable cost of such will be assessed against you and will constitute a lien on the property. Pursuant to Escambia County Resolution R2017-132, costs in the amount of **\$235.00** are awarded in favor of Escambia County as the prevailing party against **RESPONDENT(S)**.

This fine shall be forwarded to the Board of County Commissioners. Under the authority of sec. 162.09, Fla. Stat., and Sec. 30-35 of the Code of Ordinances, the Board of County Commissioners will certify to the Special Magistrate all costs imposed pursuant to this order. All fees, fines and costs owing hereunder shall

THE OFFICE OF ENVIRONMENTAL ENFORCEMENT
SPECIAL MAGISTRATE
IN AND FOR THE
COUNTY OF ESCAMBIA, STATE OF FLORIDA

PETITIONER
ESCAMBIA COUNTY FLORIDA,

CASE NO: CE19052492N
LOCATION: 401 N U ST
PR#: 322S301000060231

VS.

, LA GRAN FIESTA LATINA LLC , LA GRAN FIESTA LATINA LLC
1709 NORTH W ST 2704 BELMONT
PENSACOLA, FL 32505 PENSACOLA, FL 32505

RESPONDENT(S)

ORDER

This CAUSE having come before the Office of Environmental Enforcement
Special Magistrate on the Petition of the Environmental Enforcement Officer for alleged
violation of the ordinances of the County of Escambia, State of Florida, and the Special
Magistrate having considered the evidence before him in the form of testimony by the
Enforcement Officer and the Respondent or representative, thereof, Jared Barvassi,
as well as evidence submitted and after consideration of the appropriate sections of
the Escambia County Code of Ordinances, the Special Magistrate finds that a violation
of the following Code of Ordinance(s) has occurred and continues:

Sec. 42-196(a) Nuisance - (A) Nuisance

Sec. 42-196(b) Nuisance - (B) Trash and Debris

Unsafe Structure - 30-203 (CC) Accessory structure unmaintained

THEREFORE, The Special Magistrate being otherwise fully advised in the
premises; it is hereby **ORDERED** that the **RESPONDENT(S)** shall have until
4/3/2020 to correct the violation and to bring the violation into compliance.

EXHIBIT "A"

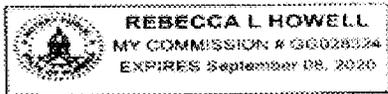
A PORTION OF LOTS 5, 6, 10, 11 AND 12, BLOCK 231 DUVAL TRACT CITY OF PENSACOLA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE SOUTHEAST CORNER OF LOT 12, BLOCK 231 OF THE DUVAL TRACT AS RECORDED AT PLAT BOOK 1 PAGE 49 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE GO NORTH ALONG THE WEST RIGHT OF WAY LINE OF U STREET (60 FOOT RIGHT OF WAY) A DISTANCE OF 100.00 FEET; THENCE GO WEST PARALLEL TO THE SOUTH LOT LINE OF LOT 4 A DISTANCE OF 190.00 FEET; THENCE GO SOUTH PARALLEL TO THE EAST RIGHT OF WAY LINE OF V STREET (55 FOOT RIGHT OF WAY) A DISTANCE OF 100.00 FEET TO THE NORTH RIGHT OF WAY OF BELMONT STREET (55 FOOT RIGHT OF WAY); THENCE GO EAST ALONG THE RIGHT OF WAY OF BELMONT STREET A DISTANCE OF 190.00 FEET TO THE POINT OF BEGINNING.

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

LA GRAN FIESTA LATINA, LLC,
a Florida limited liability company
By: [Signature]
JAVAD KARBASSI
Its: Manager

STATE OF FLORIDA
COUNTY OF SANTA ROSA

The foregoing instrument was acknowledged before me this 25th day of September, 2017, by Javad Karbassi, the Manager of La Gran Fiesta Latina, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or () has shown me _____ as identification, and who did not take an oath.



Rebecca L. Howell
Notary Public

(Print Type Name)
Commission No.: _____
Commission Expires: _____

(NOTARY SEAL)

[Signature]

executed by Mortgagor and recorded together with this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider were a part hereof.

4.02 **NOTICES.** Any notice, election, or other communication required or permitted hereunder shall be in writing and shall be either: (i) delivered in person; (ii) sent by overnight courier service; or (iii) sent by certified or registered United States mail, return receipt requested, to the addresses for Mortgagor and Mortgagee set forth on the first page of this Mortgage. Any notice, election, or other communication delivered or mailed as aforesaid shall, if delivered in person, be effective upon date of delivery, if couriered by overnight delivery service be effective on the date of delivery and if mailed, such notice shall be effective upon date of actual receipt. Any notice delivered to the address or addresses set forth above to the respective party shall be deemed delivered if delivery thereof is rejected or refused at the address provided. Each party hereto may change its address and addressee for notice, election, and other communication from time to time by notifying the other parties hereto of the new address and addressee in the manner provided for giving notice herein.

4.03 **SUBROGATION.** To the extent of the Secured Indebtedness, Mortgagee is hereby subrogated to the lien or liens and to the rights of the owners and holders thereof of each and every mortgage, lien or other encumbrance on the Premises which is paid or satisfied, in whole or in part, from the proceeds of the loan evidenced by the Secured Indebtedness or from the proceeds of any future or additional advances, and the liens of said mortgages or other encumbrances, shall be and the same and each of them hereby are preserved and shall pass to and be held by Mortgagee herein as security for the Secured Indebtedness, to the same extent that it would have been preserved and would have been passed to and been held by Mortgagee had it been duly and regularly assigned, transferred, set over and delivered unto Mortgagee by separate deed of assignment, notwithstanding the fact that the same may be satisfied and cancelled of record, it being the intention that the same will be satisfied and cancelled of record by the holders thereof at or about the time of the recording of this Mortgage.

4.04 **GENERAL.** The provisions hereof shall be binding upon and shall inure to the benefit of Mortgagor, the heirs, executors, administrators, legal representatives, successors and assigns (including without limitation subsequent owners of the Premises) and shall be binding upon and inure to the benefit of Mortgagee, its successors and assigns and any future holder of the Secured Indebtedness hereby secured, and any successors or assigns of any future holder of the Secured Indebtedness. This Mortgage may not be changed, terminated or modified orally or in any other manner than by an instrument in writing signed by the party against whom enforcement is sought. The captions or headings at the beginning of each Section hereof are for the convenience of the parties and are not a part of this Mortgage. In no event shall all charges in the nature of interest charged or taken on this Mortgage or in connection with the Secured Indebtedness exceed the maximum allowed by law and in the event such charges cause the interest to exceed said maximum allowed by law, such interest shall be recalculated, and such excess shall be credited to principal, it being the intent of the parties that under no circumstances shall the Mortgagor be required to pay any charges in the nature of interest in excess of the maximum rate allowable by law. In the case any one or more of the covenants, agreements, terms, or provisions contained in this Mortgage or in the Note shall be held or found invalid, illegal, or unenforceable in any respect, the validity of the remaining covenants, agreements, terms, or provisions contained herein and in the Note shall in no way be affected, prejudiced, or disturbed thereby. This Mortgage shall be governed and construed by the laws of the State of Florida. No act of Mortgagee shall be construed as an election to proceed under any one provision of the Mortgage or of the applicable statutes of the State of Florida to the exclusion of any other such provision, anything herein otherwise to the contrary notwithstanding. Time is of the essence of this Mortgage. No waiver of any covenant herein or in the obligations secured hereby shall at any time hereafter be held to be a waiver of any of the other terms hereof or of the Secured Indebtedness secured hereby, or future waiver of the same covenant. The use of any gender shall include all other genders. The singular shall include the plural. Mortgagor will execute and deliver promptly to Mortgagee on demand at any time or times hereafter, any and all further instruments reasonably acquired by Mortgagee to carry out the provisions of this Mortgage.

4.05 **ENTIRE AGREEMENT, WAIVER OF JURY TRIAL.** It is understood and agreed that: ANY CONTEMPORANEOUS OR PRIOR REPRESENTATIONS, STATEMENTS, UNDERSTANDINGS AND AGREEMENTS, ORAL OR WRITTEN, BETWEEN MORTGAGOR AND MORTGAGEE ARE MERGED INTO THIS MORTGAGE, WHICH ALONE FULLY AND COMPLETELY EXPRESSES THEIR AGREEMENT, AND THAT THE SAME IS ENTERED INTO AFTER FULL INVESTIGATION, NEITHER PARTY RELYING ON ANY STATEMENT OR REPRESENTATION MADE BY THE OTHER WHICH IS NOT EMBODIED IN THIS MORTGAGE. MORTGAGEE AND MORTGAGOR HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTION OF EITHER PARTY. THIS PARAGRAPH IS A MATERIAL INDUCEMENT FOR THE MORTGAGEE MAKING THE LOAN TO MORTGAGOR.

3.01 EVENT OF DEFAULT. Each of the following events shall constitute an "Event of Default" under this Mortgage: (i) should Mortgagor fail to pay the Secured Indebtedness or any part thereof, when and as the same shall become due and payable; (ii) should any warranty or representation of Mortgagor herein contained, or contained in any instrument, transfer, certificate, statement, conveyance, assignment or loan agreement given with respect to the Secured Indebtedness, prove untrue or misleading in any material aspect; (iii) should the Premises be subject to actual or threatened waste, or any part thereof be removed, demolished or materially altered so that the value of the Premises be diminished; (iv) should any federal tax lien or claim of lien for labor or material be filed of record against Mortgagor or the Premises and not be removed by payment or bond within thirty (30) days from date of recording; (v) should any claim of priority to this Mortgage by title, lien or otherwise be asserted in any legal or equitable proceeding which is not fully covered by applicable title insurance; (vi) should Mortgagor or any guarantor of the Secured Indebtedness make any assignment for the benefit of creditors, or should a receiver, liquidator or trustee of Mortgagor or any guarantor of the Secured Indebtedness or of any of Mortgagor's or any guarantor's of the Secured Indebtedness property be appointed, or should any petition for the bankruptcy, reorganization or arrangement of Mortgagor or any guarantor of the Secured Indebtedness pursuant to the Federal Bankruptcy Act or any similar statute, be filed, or should Mortgagor or any guarantor of the Secured Indebtedness be adjudicated a bankrupt or insolvent, or should Mortgagor or any guarantor of the Secured Indebtedness in any proceeding admit his insolvency or inability to pay his debts as they fall due or should Mortgagor, if a corporation, be liquidated or dissolved; (vii) should Mortgagor fail to keep, observe, perform, carry out and execute in every particular the covenants, agreement, obligations and conditions set out in this Mortgage, or in the Note or in any instrument given with respect to the Secured Indebtedness; (viii) should Mortgagor transfer, convey, encumber, mortgage, grant a security interest in or otherwise convey any interest in the Premises whatsoever without the prior written consent of Mortgagee excluding the creation of a purchase money security interest for household appliances, a transfer by devise, descent or by operation of law upon the death of a joint tenant or the grant of any leasehold interest of three (3) years or less not containing an option to purchase; (ix) should there occur, without the prior written consent of Mortgagee, any change in the ownership of Mortgagor, if Mortgagor is not an individual; (x) should an event of default or an event that but for the passage of time or giving of notice would constitute an event of default occur under the terms of any mortgage or any note secured by said mortgage or any other document or security instrument given in connection therewith given from Mortgagor to Mortgagee; (xi) should an event of default or an event that but for the passage of time or giving of notice would constitute an event of default occur under the terms of any other mortgage encumbering all or any portion of the Premises; or (xii) should Mortgagor hereafter attempt to limit the maximum principal amount which may be secured by this Mortgage.

3.02 REMEDIES. If an Event of Default occurs and remains uncured, then in either or any such event, the aggregate sum or sums secured hereby then remaining unpaid, with interest accrued at that time, and all moneys secured hereby, shall become due and payable forthwith, or thereafter, at the option of Mortgagee, or its assigns, as fully and completely as if all of the said sums of money were originally stipulated to be paid on such date, anything in the Note or any instrument or instruments or in this Mortgage to the contrary notwithstanding; and thereupon, or thereafter, at the option of Mortgagee, or its assigns, without notice or demand, suit at law or in equity may be prosecuted as if all moneys secured hereby had matured prior to its institution. The Mortgagee, or its assigns, may do either or both of the following as to the amount so declared due and payable: (i) bring an action to enforce payment of the amount so declared due and payable, with or without bringing an action to foreclose this Mortgage; and/or (ii) foreclose this Mortgage as to the amount so declared due and payable, and the Premises, or any part or parts thereof, in one or more sales as determined by Mortgagee, shall be sold to satisfy and pay the same with costs, expenses and allowances. In addition, Mortgagee shall also be entitled to take such action and avail itself of such remedies as may be available under the Uniform Commercial Code in effect in the State of Florida.

3.03 RECEIVER. In the event a suit shall be instituted to foreclose this Mortgage, Mortgagee, its successors or assigns, shall be entitled to apply at any time pending such foreclosure suit to the court having jurisdiction thereof for the appointment of a receiver for all and singular the Premises and of all the rents, income, profits, issues and revenues thereof, from whatsoever source derived, with the usual powers and duties of receivers in like cases and such appointment shall be made by such court as a matter of strict right to Mortgagee, its successors or assigns, without reference to the adequacy or inadequacy of the value of the property hereby mortgaged or to the solvency or insolvency of the Mortgagor, Mortgagor's legal representatives, successors or assigns, and that such rents, profits, incomes, issues, and revenues shall be applied by such receiver to the payment of the Secured Indebtedness, costs, and charges, according to the order of said court. The Mortgagor hereby specifically waives the right to object to the appointment of a receiver as described herein and hereby expressly consents that such appointment shall be made as an admitted equity and is Mortgagee's absolute right, and that the appointment may be done without notice to the Mortgagor. Mortgagor further consents to the appointment of Mortgagee or any officer or employee of Mortgagee as receiver.

SECTION 4

4.01 PRIOR LIENS, LEASEHOLD, OR CONDOMINIUM. If this is a junior Mortgage, or if this is a mortgage on a leasehold estate, Mortgagor shall pay all installments of principal and interest and perform each and every covenant and obligation of the prior mortgage or the lease. Failure of Mortgagor to do so shall constitute a default hereunder. Upon failure of Mortgagor to do so, Mortgagee may (but shall not be required to) make such payments or perform such covenants or obligations and the cost of same, together with interest at the maximum rate allowed by law, shall be payable by Mortgagor upon demand by Mortgagee and shall be secured by the lien of this Mortgage. If this is a junior Mortgage and Mortgagor increases the amount due on any prior mortgage without Mortgagee's prior written consent, Mortgagee may, at its option, immediately or thereafter declare this Mortgage and the indebtedness secured hereby due and payable forthwith and thereupon may, at its option, proceed to foreclose this Mortgage. If this is a Mortgage on a condominium or a planned unit development, Mortgagor shall perform all of Mortgagor's obligations under the declaration or covenants creating or governing the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is

money, the lien of this Mortgage shall be reduced only by the amount thereof received after expenses of collection and retained by Mortgagee and actually applied by Mortgagee in reduction of the Secured Indebtedness.

2.05 EXPENSES. To pay all and singular the costs, charges and expenses, including reasonable attorneys' fees and costs of abstracts of title, incurred or paid at any time by Mortgagee or its assigns in collecting or attempting to collect the Secured Indebtedness or in foreclosing or attempting to foreclose this Mortgage or in enforcing any of its rights hereunder or incurred or paid by it because of the failure on the part of the Mortgagor promptly and fully to perform the agreements and covenants of the instrument or instruments evidencing the Secured Indebtedness and this Mortgage; and said costs, charges and expenses shall be immediately due and payable and shall be secured by the lien of this Mortgage.

2.06 CONDEMNATION. Notwithstanding any taking of any property, herein conveyed and agreed to be conveyed, by eminent domain, alteration of the grade of any street or other injury to, or decrease in value of, the Premises by any public or quasi-public authority or corporation. Mortgagor shall continue to pay principal and interest on the Secured Indebtedness, and any reduction in the Secured Indebtedness resulting from the application by Mortgagee of any award or payment for such taking, alterations, injury or decrease in value of the Premises, as hereinafter set forth, shall be deemed to take effect only on the date of such receipt; and said award or payment may, at the option of Mortgagee, be retained and applied by Mortgagee toward payment of the Secured Indebtedness, or be paid over, wholly or in part, to Mortgagor for the purpose of altering, restoring or rebuilding any part of the Premises which may have been altered, damaged or destroyed as a result of any such taking, alteration of grade, or other injury to the Premises, or for any other purpose or object satisfactory to Mortgagee, but Mortgagee shall not be obligated to see to the application of any amount paid over to Mortgagor. If, prior to the receipt by Mortgagee of such award or payment, the Premises shall have been sold on foreclosure of this Mortgage, Mortgagee shall have the right to receive said award or payment to the extent of any deficiency found to be due upon such sale, with legal interest thereon, whether or not a deficiency judgment on this Mortgage shall have been sought or recovered or denied, and of the reasonable counsel fees, costs and disbursements incurred by Mortgagee in connection with the collection of such award or payment.

2.07 REPAIRS BY MORTGAGEE. Mortgagee shall have the right from time to time to expend such sums as it shall deem necessary to keep the Premises in good condition and repair, and all sums so expended shall be added to and become a part of the Secured Indebtedness and shall bear interest and be payable as herein provided for the payment of Secured Indebtedness and interest and the lien of this Mortgage shall extend to and secure the same.

2.08 INDEMNIFICATION. Mortgagor shall protect, indemnify and save harmless Mortgagee from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including without limitation attorneys' fees and expenses) imposed upon or incurred by or asserted against Mortgagee by reason of (a) ownership of this Mortgage, the Premises or any interest therein or receipt of any rents; (b) any accident, injury to or death of persons or loss of or damage to property occurring in, on or about the Premises or any part thereof or on the adjoining sidewalks, curbs, adjacent property or adjacent parking areas, streets or ways; (c) any use, nonuse or condition in, on or about the Premises or any part thereof or on the adjoining sidewalks, curbs, adjacent property or adjacent parking areas, streets or ways; (d) any failure on the part of Mortgagor to perform or comply with any of the terms of this Mortgage; or (e) performance of any labor or services or the furnishing of any materials or other property in respect of the Premises or any part thereof. Any amounts payable to Mortgagee by reason of the application of this paragraph shall become part of the Secured Indebtedness and shall bear interest and be payable as herein provided for the payment of the Secured Indebtedness and interest and the lien of this Mortgage shall extend to and secure the same. The obligations of Mortgagor under this paragraph shall survive any termination or satisfaction of this Mortgage.

2.09 HAZARDOUS SUBSTANCES. Mortgagor shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances (hereinafter defined) on or in the Premises. Mortgagor shall not do, nor allow anyone else to do, anything affecting the Premises that is in violation of any Environmental Law (hereinafter defined). Mortgagor shall promptly give Mortgagee written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Premises and any Hazardous Substance or Environmental Law of which Mortgagor has actual knowledge. If Mortgagor learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Premises is necessary, Mortgagor shall promptly take all necessary remedial actions in accordance with Environmental Law at Mortgagor's expense. As used in this paragraph, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law, and the following substances: (i) gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides and volatile solvents (other than such small quantities thereof as are generally recognized as being appropriate to normal use and to maintenance of the Premises), and (ii) materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph, "Environmental Law" means federal laws and laws of the jurisdiction where the Premises are located that relate to health, safety or environmental protection. To the maximum extent permitted by applicable law, Mortgagor shall indemnify Mortgagee and Mortgagee's successors, assigns, officers, directors, shareholders, employees, affiliates and agents (collectively, the "Indemnitees") against any and all liabilities, losses, damages or expenses suffered or incurred by Indemnitees as the result of Mortgagor's failure to observe or perform any of the provisions of this paragraph, as a result of the failure of Mortgagor or any other person to comply with any Environmental Law affecting the Premises or as a result of the presence, storage, disposal or treatment on the Premises of any Hazardous Substance. The indemnification obligations of Mortgagor under this paragraph shall survive payment or satisfaction of the Secured Indebtedness and any acquisition of the Premises by Mortgagee by foreclosure of this Mortgage, by conveyance in lieu of foreclosure or otherwise, and such provisions shall remain in full force and effect as long as the possibility exists that indemnitees may suffer or incur any such liabilities, losses, damages or expenses.

SECTION 3

1.03 **SECURED INDEBTEDNESS.** This conveyance is intended to be and is a real property Mortgage and a "Security Agreement" governed by the laws of the State of Florida concerning mortgages and the Uniform Commercial Code as adopted in Florida, and is intended to secure the payment of the following (the "Secured Indebtedness"):

A. The existing indebtedness of Javad Karbassi (the "Borrower"), to Mortgagee in the amount of ONE HUNDRED THOUSAND and no/100ths DOLLARS (\$100,000.00) evidenced by that certain Promissory Note of even date herewith, made by Borrower in favor of Mortgagee in the original principal amount of \$100,000.00 (the "Note"); and

B. The compliance with all the covenants, agreements and stipulations of this Mortgage, the Note, and any and all documents or instruments evidencing, securing or otherwise executed in connection with the Secured Indebtedness.

1.04 **ASSIGNMENT OF LEASES AND RENTS.** Mortgagor hereby assigns, transfers, sets over and pledges to Mortgagee, its successors and assigns, as further security and means for the discharge of the Secured Indebtedness, all leases of all or any part of the Premises now made, executed or delivered, whether written or verbal, or to be hereafter made, be the same written or verbal, and all of the rents, issues and profits of the Premises and the improvements now or hereafter thereon, which rents, issues and profits may become due and payable at any time during the life of this Mortgage when any amount shall be due and unpaid by the Mortgagor hereunder or when the Mortgagor shall otherwise be in default hereunder, whether said rents, issues and profits shall be due from the present or any future tenants or leases thereof, with full power and authority in Mortgagee or its assigns to collect and receive the same from said tenants or leases or from any real estate agent or other person collecting the same, and to give proper receipts and acquittances therefore and after paying all commissions of any rental agent collecting the same and any attorney's fees and other expenses incurred in collecting the same to apply the net proceeds of such collections upon any and all indebtedness, obligations, undertakings or liabilities of the Mortgagor hereunder.

SECTION 2.

Mortgagor further covenants and agrees as follows:

2.01 **PAYMENT OF INDEBTEDNESS.** To pay all and singular the principal and interest and other sums of money payable by virtue of the Secured Indebtedness, as in the Note, any instrument or instruments evidencing one or more future or additional advances, and/or this Mortgage provided, promptly on the days that the same respectively become due.

2.02 **MAINTENANCE AND REPAIR.** To keep perfect and unimpaired the security hereby given and to permit, commit or suffer no waste, impairment or deterioration of the Premises or any part thereof. Mortgagor shall comply with all restrictive covenants, statutes, ordinances and requirements of any governmental authority relating to the Premises, and shall not join in, consent to or initiate any change in such restrictive covenants, statutes, ordinances or requirements without the express written consent of Mortgagee.

2.03 **TAXES, LIENS AND OTHER CHARGES.** To pay all and singular the taxes, assessments, obligations and encumbrances of every nature now on the Premises or that hereafter may be levied, assessed or imposed thereon when due and payable according to law and before they become delinquent; and if the same not be promptly paid Mortgagee may, at any time either before or after delinquency, pay the same without waiving or affecting its right to foreclose this Mortgage or any other right hereunder and all sums so paid shall become a part of the Secured Indebtedness and at the option of Mortgagee, shall bear interest from the date of each such payment at the maximum rate allowed by law. Upon notification from Mortgagee, Mortgagor shall pay to Mortgagee, together with and in addition to the payments of principal and interest payable under the terms of the Note secured hereby, on installment paying dates in the Note, until said Note is fully paid or until notification from Mortgagee to the contrary, an amount reasonably sufficient (as estimated by Mortgagee) to provide Mortgagee with funds to pay said taxes, assessments, insurance premiums, rents and other charges next due so that Mortgagee will have sufficient funds on hand to pay the same thirty (30) days before the date upon which they become past due. In no event shall Mortgagee be liable for any interest on any amount paid to it as herein required, and the money so received shall be held in a separate account, pending payment or application thereof as herein provided. As required by Mortgagee, Mortgagor shall furnish to Mortgagee, at least thirty (30) days before the date on which same will become past due, an official statement of the amount of said taxes, assessments, insurance premiums and rents next due, and Mortgagee shall pay said charges to the amount of the then unused credit therefore as and when they become severally due and payable. An official receipt therefore shall be conclusive evidence of such payment and the validity of such charges.

2.04 **INSURANCE.** Mortgagor will keep the Premises insured against loss or damage by fire, flood and such other risks and matters including, without limitation, business interruption, rental loss, public liability and boiler insurance, as Mortgagee may from time to time require in amounts required by Mortgagee, not exceeding in the aggregate 100% of the full insurable value of the Premises and shall pay the premiums for such insurance as same become due and payable. All policies of insurance (the "Policies") shall be issued by an insurer acceptable to Mortgagee and shall contain the standard New York Mortgagee non-contribution provision naming Mortgagee as the person to which all payments made by such insurance company shall be paid. Mortgagor will assign and deliver the Policies to Mortgagee. Not later than thirty (30) days prior to the expiration date of each of the Policies, Mortgagor will deliver to Mortgagee evidence satisfactory to Mortgagee of the renewal of each of the Policies. If the Premises shall be damaged or destroyed, in whole or in part, by fire or other casualty, Mortgagor shall give prompt notice thereof to Mortgagee. Sums paid to Mortgagee by any insurer may be retained and applied by Mortgagee toward payment of the Secured Indebtedness in such priority and proportions as Mortgagee in its discretion shall deem proper or, at the discretion of Mortgagee, the same may be paid, either in whole or in part, to Mortgagor for such purposes as Mortgagee shall designate. If Mortgagee shall receive and retain such insurance

This instrument prepared by:
Gulf Title Company
2717 Gulf Breeze Parkway
Gulf Breeze, FL 32563

STATE OF FLORIDA

COUNTY OF ESCAMBIA

MORTGAGE AND SECURITY AGREEMENT

THIS MORTGAGE AND SECURITY AGREEMENT, dated the 25th day of September, 2017, from **LA GRAN FIESTA LATINA, LLC**, a Florida limited liability company, whose address is 1709 North W Street, Pensacola, Florida 32505 (hereinafter the "Mortgagor"), to **M. HOSSEIN SARBAKISH**, whose address is 258 Ventura Blvd., Suite 58, Woodland Hills, CA 91364 (hereinafter the "Mortgagee"), WITNESSETH:

SECTION 1.

1.01 PREMISES. Mortgagor, for and in consideration of the premises, as security for the Secured Indebtedness, as that term is hereinafter defined, and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby bargain, sell, convey and grant unto the Mortgagee, its successors and assigns, the following (hereinafter collectively the "Premises"):

A. REAL PROPERTY. That certain real property lying and being in Escambia County, Florida and being more particularly described on Exhibit "A" attached hereto and made a part hereof.

B. IMPROVEMENTS. All buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Real Property, all building materials, plans, specifications, drawings and books and records pertaining to design or construction of any buildings, structures and improvements now or hereafter situated on the Real Property, and all gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, elevators and motors, plumbing and heating fixtures, carpeting and other floor coverings, fire extinguishers and any other safety equipment required by governmental regulation or law, washers, dryers, water heaters, mirrors, mantles, air conditioning apparatus, refrigeration plants, refrigerators, cooking apparatus and appurtenances, window screens, awnings and storm sashes which are or shall be attached to said buildings, structures or improvements and all other furnishings, fixtures, machinery, equipment, appliances, materials, chattels, inventory, accounts, farm products, consumer goods, general intangibles and personal property of every kind and nature whatsoever, now or hereafter owned by Mortgagor and located in, on or about, or used or intended to be used with or in connection with the use, operation and enjoyment of the Real Property, including all extensions, additions, improvements, betterments, after-acquired property, renewals, replacements and substitutions, or proceeds from a permitted sale of any of the foregoing, and all the right, title and interest of Mortgagor in any such furnishings, furniture, fixtures, machinery, equipment, appliances, and personal property subject to or covered by any prior security agreements, conditional sales contract, chattel mortgage or similar liens or claims, all of which are hereby declared and shall be deemed to be fixtures and accessions to the Real Property and a part of the Premises as between the parties hereto and all persons claiming by, through or under them.

C. APPURTENANCES. All easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, and passages, sewer rights, water rights and powers, minerals, flowers, shrubs, trees and other emblements now or hereafter located on the Real Property or under or above the same or any part or parcel thereof and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances, reversions and remainders, whatsoever, in any way belonging, relating or appertaining to the Real Property or Improvements or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Mortgagor.

TO HAVE AND TO HOLD the same, together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, to Mortgagee, its successors and assigns in fee simple forever.

1.02 PERMITTED ENCUMBRANCES. Mortgagor, for himself, his heirs, successors, assigns and legal representatives, covenants with Mortgagee, its successors and assigns, that: (i) Mortgagor is indefeasibly seized of the Premises in fee simple; that Mortgagor has full power and lawful right to convey the same in fee simple as aforesaid; that it shall be lawful for Mortgagee, its successors and assigns at all times peaceably and quietly to enter upon, hold, occupy and enjoy the Premises and every part thereof; that the Premises and every part thereof is free from all encumbrances of every kind and character except for: (a) taxes assessed for the year of closing; and (b) valid easements, restrictions and mineral reservations of record affecting the Property, if any, which are not hereby reimposed (the "Permitted Encumbrances"); that the Mortgagor will make such further assurances to perfect the fee simple title to the Premises in Mortgagee, its successors and assigns, as may reasonably be required; that the Mortgagor does hereby fully warrant the title to the Premises and every part thereof and will defend the same against the lawful claims of all persons whomsoever except for the Permitted Encumbrances; (ii) Mortgagor shall duly, promptly and fully perform, discharge, execute, effect, complete, comply with and abide by each and every of the stipulations, agreements, conditions and covenants of the Note and all other documents or instruments evidencing or securing the Secured Indebtedness, as those terms are hereinafter defined; (iii) the Premises and its use fully complies with all applicable building and zoning codes and other land use regulations, any applicable environmental laws or regulations; (iv) no part of the Real Property has been artificially filed; and (v) Mortgagor has lawful access to the Premises from a public road.



EXHIBIT "A"

A PORTION OF LOTS 5, 6, 10, 11 AND 12, BLOCK 231 DUVAL TRACT CITY OF PENSACOLA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE SOUTHEAST CORNER OF LOT 12, BLOCK 231 OF THE DUVAL TRACT AS RECORDED AT PLAT BOOK 1 PAGE 49 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE GO NORTH ALONG THE WEST RIGHT OF WAY LINE OF U STREET (60 FOOT RIGHT OF WAY) A DISTANCE OF 100.00 FEET; THENCE GO WEST PARALLEL TO THE SOUTH LOT LINE OF LOT 4 A DISTANCE OF 190.00 FEET; THENCE GO SOUTH PARALLEL TO THE EAST RIGHT OF WAY LINE OF V STREET (55 FOOT RIGHT OF WAY) A DISTANCE OF 100.00 FEET TO THE NORTH RIGHT OF WAY OF BELMONT STREET (55 FOOT RIGHT OF WAY); THENCE GO EAST ALONG THE RIGHT OF WAY OF BELMONT STREET A DISTANCE OF 190.00 FEET TO THE POINT OF BEGINNING.

Recorded in Public Records 7/27/2017 2:57 PM OR Book 7751 Page 233,
Instrument #2017057508, Pam Childers Clerk of the Circuit Court Escambia
County, FL Recording \$18.50 Deed Stamps \$458.50

This Instrument was Prepared By:
Gulf Title Company
2721 Gulf Breeze Parkway
Gulf Breeze, Florida 32563

TAX PARCEL I.D. #: 322S301000060231
File G-13151

STATE OF FLORIDA
COUNTY OF ESCAMBIA

WARRANTY DEED

THIS INDENTURE, made effective the 9th day of June, 2017, by Mehdi Karbassi, a single man (the "Grantor"), whose address is 209 Mandia Road, Gulf Breeze, Florida 32561, in favor of La Gran Fiesta Latina, LLC, a Florida limited liability company, whose address is 1709 North W Street, Pensacola, Florida 32505 (the "Grantee").

WITNESSETH, That said Grantor, for and in consideration of the sum of Ten and NO/100ths 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 said Grantee, and Grantee's successors and assigns forever, that certain tract or parcel of real property situate, lying and being in Escambia County, Florida, and being more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Property").

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, free from all exemptions. The Property is not the constitutional homestead of the Grantor.

SUBJECT TO taxes for the year 2017 and subsequent years, and easements and restrictions of record, if any, which are not hereby reimposed.

GRANTOR COVENANTS that Grantor is well seized of an indefeasible estate in fee simple in the Property, and has a good right to convey the same; that it is free of lien or encumbrance, and Grantor hereby fully warrants the title to the Property and will defend same against all persons lawfully claiming the same.

IN WITNESS WHEREOF, Grantor has signed and sealed this Warranty Deed as of the day and year first above written.

WITNESSES:

Bucky L Howell
Bucky L Howell
(Type or print name)

Cheryl L Middleton
Cheryl L Middleton
(Type or print name)

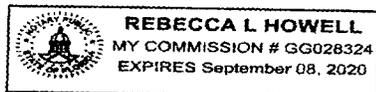
Mehdi Karbassi

MEHDI KARBASSI

STATE OF FLORIDA

COUNTY OF Santa Rosa

The foregoing instrument was acknowledged before me this 9th day of June, 2017, by Mehdi Karbassi, who is personally known to me, or () has shown me _____ as identification, and did *not* take an oath.



Rebecca L Howell
Notary Public

(Type/Print Name)
Commission No.:
My Commission expires:

PROPERTY INFORMATION REPORT

December 29, 2021

Tax Account #:06-3371-550

**LEGAL DESCRIPTION
EXHIBIT "A"**

BEG AT SE COR OF LT 12 BLK 231 DUVAL TRACT PB 1 P 49 N ALG W R/W LI OF "U" ST (60 FT R/W) 100 FT W PARL TO S LT LI OF LT 4 190 FT S PARL TO E R/W LI OF "V" ST (55 FT R/W) 100 FT TO N R/W OF BELMONT ST (55 FT R/W) E ALG R/W BELMONT ST 190 FT TO POB BEING PORT OF LTS 5 6 10 & 12 BLK 231 DUVAL TRACT OR 7751 P 233

SECTION 32, TOWNSHIP 2 S, RANGE 30 W

TAX ACCOUNT NUMBER 06-3371-550(0322-21)

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: _____ **MAR 7, 2022**

TAX ACCOUNT #: _____ **06-3371-550**

CERTIFICATE #: _____ **2019-3130**

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 checked="" type="checkbox"/>	<input type="checkbox"/>	Notify Escambia County, 190 Governmental Center, 32502
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Homestead for <u>2020</u> tax year.

LA GRAN FIESTA LATINA, LLC
401 N "U" STREET
PENSACOLA, FL 32505

LA GRAN FIESTA LATINA, LLC
1709 NORTH "W" STREET
PENSACOLA, FL 32505

LA GRAN FIESTA LATINA, LLC
2704 W BELMONT ST
PENSACOLA, FL 32505

M. HOSSEIN SARBAKHS
258 VENTURA BLVD, SUITE 58
WOODLAND HILLS, CA 91364

ESCAMBIA COUNTY CODE ENFORCEMENT
3363 W PARK PL
PENSACOLA, FL 32505

Certified and delivered to Escambia County Tax Collector, this 29th day of December, 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

December 29, 2021

Tax Account #: **06-3371-550**

1. The Grantee(s) of the last deed(s) of record is/are: **LA GRAN FIESTA LATINA, LLC, A FLORIDA LIMITED LIABILITY COMPANY**

By Virtue of Warranty Deed recorded 7/27/2017 in OR 7751/233

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 M. Hossein Sarbakhsh recorded 10/2/2017 – OR 7785/1141**
 - b. **Code Enforcement Lien in favor of Escambia County recorded 2/21/2020 – OR 8250/1026, together with Cost Order recorded 6/10/2020 – OR 8309/1986**
 - c. **Judgment in favor of State of FL / Escambia County recorded 12/16/2011 – OR 6798/598**

4. Taxes:

Taxes for the year(s) 2018-2020 are delinquent.

Tax Account #: 06-3371-550

Assessed Value: \$116,988

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 #: 06-3371-550 CERTIFICATE #: 2019-3130

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: December 17, 2001 to and including December 17, 2021 Abstractor: Cody Campbell

BY

Michael A. Campbell,
As President
Dated: December 29, 2021



PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

Tax Deed - Redemption Calculator

Account: 063371550 Certificate Number: 003130 of 2019

Redemption Application Date Interest Rate

	Final Redemption Payment ESTIMATED	Redemption Overpayment ACTUAL
	Auction Date <input type="text" value="03/07/2022"/>	Redemption Date <input type="text" value="01/06/2022"/>
Months	11	9
Tax Collector	<input type="text" value="\$6,368.26"/>	<input type="text" value="\$6,368.26"/>
Tax Collector Interest	\$1,050.76	\$859.72
Tax Collector Fee	<input type="text" value="\$6.25"/>	<input type="text" value="\$6.25"/>
Total Tax Collector	\$7,425.27	<input type="text" value="\$7,234.23"/> TC
Record TDA Notice	<input type="text" value="\$17.00"/>	<input type="text" value="\$17.00"/>
Clerk Fee	<input type="text" value="\$130.00"/>	<input type="text" value="\$130.00"/>
Sheriff Fee	<input type="text" value="\$120.00"/>	<input type="text" value="\$120.00"/>
Legal Advertisement	<input type="text" value="\$200.00"/>	<input type="text" value="\$200.00"/>
App. Fee Interest	\$77.06	\$63.05
Total Clerk	\$544.06	<input type="text" value="\$530.05"/> 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="\$36.78"/>	<input type="text" value="\$0.00"/>
Researcher Copies	<input type="text" value="\$0.00"/>	<input type="text" value="\$0.00"/>
Total Redemption Amount	\$8,023.11	\$7,781.28
	Repayment Overpayment Refund Amount	\$241.83
Book/Page	<input type="text" value="8534"/>	<input type="text" value="940"/>

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



BRANCH OFFICES
ARCHIVES AND RECORDS
JUVENILE DIVISION
CENTURY

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

COUNTY OF ESCAMBIA
OFFICE OF THE
CLERK OF THE CIRCUIT COURT

Case # 2019 TD 003130
Redeemed Date 01/06/2022

Name LA GRAN FIESTA LATINA LLC 1709 NORTH W ST PENSACOLA, FL 32505

Clerk's Total = TAXDEED	\$544.06	7444.28
Due Tax Collector = TAXDEED	\$7,425.27	
Postage = TD2	\$36.78	
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
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**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

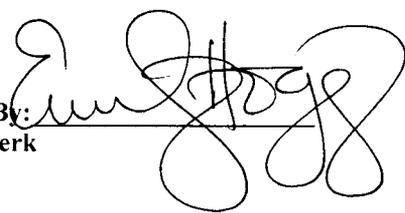
**PAM CHILDERS, CLERK OF THE CIRCUIT COURT
 Tax Certificate Redeemed From Sale
 Account: 063371550 Certificate Number: 003130 of 2019**

**Payor: LA GRAN FIESTA LATINA LLC 1709 NORTH W ST PENSACOLA, FL 32505 Date
 01/06/2022**

Clerk's Check #	233848	Clerk's Total	\$544.06 7444.28
Tax Collector Check #	1	Tax Collector's Total	\$7,425.27
		Postage	\$6.78
		Researcher Copies	\$0.00
		Recording	\$10.00
		Prep Fee	\$7.00
		Total Received	\$8,023.11

\$ 7461.28

**PAM CHILDERS
 Clerk of the Circuit Court**

Received By: 
 Deputy Clerk

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 8534, Page 940, of Escambia County, for the tax certificate, tax deed, and property described below:

Tax Certificate No. Certificate No. 03130, issued the 1st day of June, A.D., 2019

TAX ACCOUNT NUMBER: 063371550 (0322-21)

DESCRIPTION OF PROPERTY:

BEG AT SE COR OF LT 12 BLK 231 DUVAL TRACT PB 1 P 49 N ALG W R/W LI OF "U" ST (60 FT R/W) 100 FT W PARL TO S LT LI OF LT 4 190 FT S PARL TO E R/W LI OF "V" ST (55 FT R/W) 100 FT TO N R/W OF BELMONT ST (55 FT R/W) E ALG R/W BELMONT ST 190 FT TO POB BEING PORT OF LTS 5 6 10 & 12 BLK 231 DUVAL TRACT OR 7751 P 233

SECTION 32, TOWNSHIP 2 S, RANGE 30 W

NAME IN WHICH ASSESSED: LA GRAN FIESTA LATINA LLC

Dated this 6th day of January 2022.



PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

By:
Emily Hogg
Deputy Clerk