

APPLICATION FOR TAX DEED

Section 197.502, Florida Statutes

512
R. 12/16

Application Number: 2200107

To: Tax Collector of ESCAMBIA COUNTY, Florida

I,

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

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

Account Number	Certificate No.	Date	Legal Description
10-3227-145	2020/6049	06-01-2020	LT 19 BLK A PERDIDO BAY VILLAS PB 8 P 10 OR 7986 P 706

I agree to:

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

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

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

04-13-2022
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>10/03/2022</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

102213

Part 1: Tax Deed Application Information

Applicant Name Applicant Address	TLOA OF FLORIDA LLC CAPITOL ONE BANK, C/O TLOA HOLDINGS, LLC PO BOX 54077 NEW ORLEANS, LA 70154-4077	Application date	Apr 13, 2022
Property description	DDD LLC 814 WEST CANAL GULF SHORES, AL 36542 4737 HURON DR 10-3227-145 LT 19 BLK A PERDIDO BAY VILLAS PB 8 P 10 OR 7986 P 706	Certificate #	2020 / 6049
		Date certificate issued	06/01/2020

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)
# 2020/6049	06/01/2020	1,682.47	84.12	1,766.59
→ Part 2: Total*				1,766.59

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)
# 2021/4675	06/01/2021	1,754.78	6.25	87.74	1,848.77
Part 3: Total*					1,848.77

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)	3,615.36
2. Delinquent taxes paid by the applicant	0.00
3. Current taxes paid by the applicant	1,729.27
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)	5,719.63

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>April 22nd, 2022</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



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

Buildings

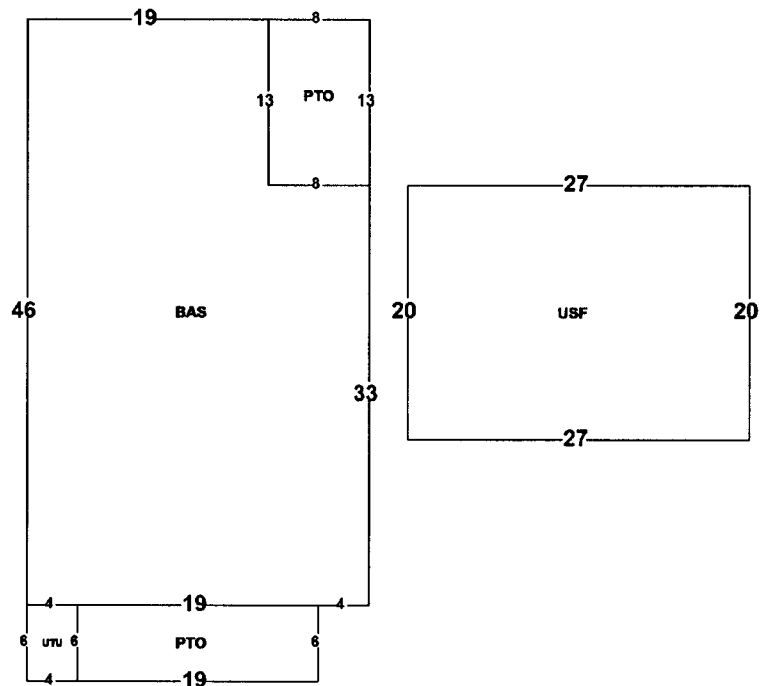
Address: 4737 HURON DR, Year Built: 1972, Effective Year: 1990, PA Building ID#: 118214

Structural Elements

DECOR/MILLWORK-ABOVE AVERAGE
DWELLING UNITS-1
EXTERIOR WALL-BRICK-FACE/VENEER
EXTERIOR WALL-VINYL SIDING
FLOOR COVER-CARPET
FOUNDATION-SLAB ON GRADE
HEAT/AIR-CENTRAL H/AC
INTERIOR WALL-DRYWALL-PLASTER
NO. PLUMBING FIXTURES-6
NO. STORIES-2
ROOF COVER-DIMEN/ARCH SHNG
ROOF FRAMING-GABLE
STORY HEIGHT-0
STRUCTURAL FRAME-WOOD FRAME

Areas - 1920 Total SF

BASE AREA - 1138
PATIO - 218
UPPER STORY FIN - 540
UTILITY UNF - 24



Images



10/6/2015 12:00:00 AM

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: 04/26/2022 (tc.65822)



Chris Jones

Escambia County Property Appraiser

[Real Estate Search](#)
[Tangible Property Search](#)
[Sale List](#)

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☒ Account
 ☐ Parcel ID
 [➔](#)

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General Information						Assessments				
Parcel ID:	0935322000019001					Year	Land	Imprv	Total	<u>Cap Val</u>
Account:	103227145					2021	\$12,000	\$97,713	\$109,713	\$109,713
Owners:	DDD LLC					2020	\$12,000	\$91,690	\$103,690	\$103,690
Mail:	814 WEST CANAL GULF SHORES, AL 36542					2019	\$12,000	\$86,011	\$98,011	\$98,011
Situs:	4737 HURON DR 32507					Disclaimer				
Use Code:	SINGLE FAMILY - TOWNHOME 					Market Value Breakdown Letter				
Taxing Authority:	COUNTY MSTU					Tax Estimator				
Tax Inquiry:	Open Tax Inquiry Window					File for New Homestead Exemption Online				
Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector										
Sales Data						2021 Certified Roll Exemptions				
Sale Date	Book	Page	Value	Type	Official Records (New Window)	None				
10/16/2018	7986	706	\$135,000	WD						
06/19/2015	7363	1647	\$107,000	WD						
11/25/2014	7268	300	\$57,000	WD		Legal Description				
07/30/2012	6889	1286	\$100	CT		LT 19 BLK A PERDIDO BAY VILLAS PB 8 P 10 OR 7986 P 706				
09/2005	5738	1083	\$96,000	WD						
05/2000	4560	490	\$9,100	WD						
12/1989	2792	379	\$50,000	SM		Extra Features				
11/1981	1590	690	\$62,500	WD		None				
Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller										

Parcel Information Section Map Id: 09-35-32 Approx. Acreage: 0.0941 Zoned: MDR Evacuation & Flood Information Open Report	Launch Interactive Map
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NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That **TLAG OF FLORIDA LLC** holder of **Tax Certificate No. 06049**, issued the **1st** day of **June, A.D., 2020** 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:

LT 19 BLK A PERDIDO BAY VILLAS PB 8 P 10 OR 7986 P 706

SECTION 09, TOWNSHIP 3 S, RANGE 32 W

TAX ACCOUNT NUMBER 103227145 (1022-13)

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

DDD 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 October, which is the **3rd** day of **October 2022**.

Dated this 10th day of May 2022.

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

3. That the judgment debtor shall complete under oath Florida Small Claims Rules Form 7.343 (Fact Information Sheet), including all required attachments, and serve it on the judgment creditor's attorney, or the judgment creditor if the judgment creditor is not represented by an attorney, within 45 days from the date of this final judgment, unless the final judgment is satisfied or post-judgment discovery is stayed.

4. Jurisdiction of this case is retained to enter further orders that are proper to compel the judgment debtor(s) to complete form 7.343, including all required attachments, and serve it on the judgment creditor's attorney, or the judgment creditor if the judgment creditor is not represented by an attorney.

Ordered at Escambia County, Florida, on this 1 day of Nov, 2004.

RCD Nov 09, 2004 10:41 am
Escambia County, Florida

Ernie Lee Magaha
County Judge

ERNIE LEE MAGAHA
Clerk of the Circuit Court
INSTRUMENT 2004-300322

cc: Terry Smith, P.O. Box 100, Molino, FL 32577
Matthew C. Hoffman, Esq., P.O. Box 1831, Pensacola, FL 32591-1831

OR BK 5524 PG1600
Escambia County, Florida
INSTRUMENT 2004-302433

RCD Nov 16, 2004 11:17 am
Escambia County, Florida

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: Jani Bare
Date: 11-16-04



ERNIE LEE MAGAHA
Clerk of the Circuit Court
INSTRUMENT 2004-302433

IN THE COUNTY COURT IN AND FOR ESCAMBIA COUNTY, FLORIDA

K. B. SORRELLS

Plaintiff

Case No.: 2004 SC 3043

Division: I

vs.

TERRY SMITH

Defendant.

ENRI LEE MAGAHA
CLERK OF CIRCUIT COURT
ESCAMBIA COUNTY, FL
2004 NOV - 4 P 4:16
COUNTY CIVIL DIVISION
FILED & RECORDED

OR BK 5524 PG1599
Escambia County, Florida
INSTRUMENT 2004-302433

FINAL JUDGMENT

This matter having come before the Court upon the Plaintiff's Complaint, and the Court having heard the arguments of the Plaintiff's counsel and the Defendant, having considered the same, and finding that the Plaintiff is entitled to relief requested, it is hereby

ORDERED AND ADJUDGED:

1. That the Plaintiff, K. B. SORRELLS, with an address of 6501 Shady Hollow Drive, Pace, Florida 32571 shall recover from Defendant, TERRY SMITH, whose last known address is P.O. Box 100, Molino, Florida 32577, and whose social security number is 262-31-8649, the sum of FOUR THOUSAND AND NO/100 DOLLARS (\$4,000.00), plus court costs for filing fees and service of process in the amount of ONE HUNDRED SEVENTEEN AND 50/100 DOLLARS (\$117.50), plus interest on the principal since November 13, 2003 at a rate of six (6%) percent in the amount of TWO HUNDRED TWENTY AND NO/100 DOLLARS (\$220.00) for a total amount of FOUR THOUSAND THREE HUNDRED THIRTY-SEVEN AND 50/100 DOLLARS (\$4,337.50). The total judgment shall bear interest at a rate of seven (7%) percent from the date of this Final Judgment for all of which let execution issue.

2. That the Court reserves jurisdiction to award Plaintiff his reasonable attorneys' fees and costs upon appropriate notice and hearing.



Florida Department of Revenue
WARRANT

TERRY SMITH
8402 MIER HENRY RD
PENSACOLA, FL 32506-4900

Tax : Sales and Use Tax
Business Partner # : 3263303
Contract Object # :
FEIN :
Warrant # : 1000000219319

Re: Warrant issued under Chapter

212
_____, Florida Statutes

THE STATE OF FLORIDA
TO ALL AND SINGULAR, THE CLERKS OF THE CIRCUIT COURTS AND
ALL AND SINGULAR, THE SHERIFFS OF THE STATE OF FLORIDA

WARRANT FOR COLLECTION OF DELINQUENT _____ Sales and Use Tax _____ TAX(ES).

The taxpayer named above in the County of _____ Escambia _____, is
indebted to the Department of Revenue, State of Florida, in the following amounts:

TAX	\$	3345.00
PENALTY	\$	836.25
INTEREST	\$	923.99
TOTAL	\$	5105.24
FEE(S)	\$	20.00
GRAND TOTAL	\$	5125.24

For returns due on or before December 31, 1999, interest is due at the rate of 12% per annum. For returns due on or after January 1, 2000, a floating rate of interest applies in accordance with section 213.235, Florida Statutes.

WITNESS my hand and official seal in this City of _____ Pensacola _____,
_____ Escambia _____ County, Florida, this 9th _____ day of June _____, 2011 _____.

Lisa Echeverri, Executive Director
Department of Revenue, State of Florida

This instrument prepared by:

A handwritten signature in black ink, appearing to read "John R. Lee", written over a horizontal line.

Authorized Agent

Please bill to:

State of Florida, Department of Revenue
PENSACOLA SERVICE CENTER
3670 N L ST STE C
Pensacola, FL 32505-5254



DR-78
R. 08/09

EXHIBIT "A"

Legal Description:

Lot 19, Block A, Perdido Bay Villas, a subdivision of a portion of Sections 9 and 11,
Township 3 South, Range 32 West, Escambia County, Florida, according to plat recorded
in Plat Book 8, Page 10, of the Public Records of said County.

DDD, LLC

A handwritten signature in black ink, appearing to be 'Patrick Daily', is written over a horizontal line.

By: Patrick Daily

ACKNOWLEDGMENT:

STATE OF _____, COUNTY OF _____ } ss.
 This instrument was acknowledged before me this _____ day of _____ 20____
 (Individual) by _____
 who is personally known to me or who has produced _____ as identification.
 My commission expires:

(Notary Public)_____
(Printed Name of Acknowledger)

STATE OF Florida, COUNTY OF Broward } ss.
 This instrument was acknowledged before me this 18th day of October 2018
 (Business or Entity Acknowledgment) by PATRICK DAILY
MANAGER/MEMBER (Title(s))
 of DDD LLC (Name of Business or Entity)
 a Limited Liability Company on behalf of the business or entity.
 He/she is personally known to me or has produced Dr. Denise Ar as identification.
 My commission expires:



WILLIAM E. FARRINGTON II
 MY COMMISSION # FF 143290
 EXPIRES: November 1, 2018
 Bonded Thru Budget Notary Services

(Notary Public)_____
(Printed Name of Acknowledger)

the Property. The term "personal property" specifically excludes that property described as "household goods" secured in connection with a "consumer" loan as those terms are defined in applicable federal regulations governing unfair and deceptive credit practices.

30. OTHER TERMS. If checked, the following are applicable to this Mortgage:

- ☐ **Line of Credit.** The Secured Debt includes a revolving line of credit provision. Although the Secured Debt may be reduced to a zero balance, this Mortgage will remain in effect until released.
- ☐ **Separate Assignment.** The Mortgagor has executed or will execute a separate assignment of leases and rents. If the separate assignment of leases and rents is properly executed and recorded, then the separate assignment will supersede this Security Instrument's "Assignment of Leases and Rents" section.
- ☐ **Additional Terms.**

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

☐ IF CHECKED, THIS BALLOON MORTGAGE SECURES A VARIABLE RATE OBLIGATION AND THE BALANCE DUE ASSUMES THAT THE INITIAL RATE OF INTEREST APPLIES FOR THE ENTIRE TERM OF THE MORTGAGE. THE ACTUAL BALANCE DUE UPON MATURITY MAY VARY DEPENDING ON CHANGES IN THE RATE OF INTEREST.

SIGNATURES: By signing below, Mortgagor agrees to the terms and covenants contained in this Mortgage and in any attachments. Mortgagor also acknowledges receipt of a copy of this Mortgage on the date stated above on Page 1.

Entity Name: DDP LLC

Entity Name: _____


(Signature) PATRICK DAILY, MANAGER/MEMBER

10/18/18
(Date)

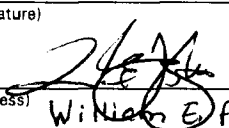
(Signature) _____ (Date) _____

(Signature) _____

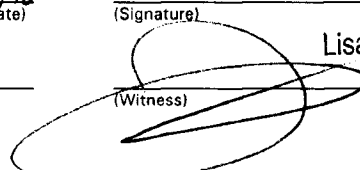
10/18/18
(Date)

(Signature) _____ (Date) _____

(Witness)


William E. Farrington II

(Witness)


Lisa Durant Thompson

Unless Lender and Mortgagor otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of scheduled payments or change the amount of the payments. If the Property is acquired by Lender, Mortgagor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Lender to the extent of the Secured Debt immediately before the acquisition.

- B. Mortgagor agrees to maintain comprehensive general liability insurance naming Lender as an additional insured in an amount acceptable to Lender, insuring against claims arising from any accident or occurrence in or on the Property.
- C. Mortgagor agrees to maintain rental loss or business interruption insurance, as required by Lender, in an amount equal to at least coverage of one year's debt service, and required escrow account deposits (if agreed to separately in writing), under a form of policy acceptable to Lender.
- 22. NO ESCROW FOR TAXES AND INSURANCE.** Unless otherwise provided in a separate agreement, Mortgagor will not be required to pay to Lender funds for taxes and insurance in escrow.
- 23. FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS.** Mortgagor will provide to Lender upon request, any financial statement or information Lender may deem necessary. Mortgagor warrants that all financial statements and information Mortgagor provides to Lender are, or will be, accurate, correct, and complete. Mortgagor agrees to sign, deliver, and file as Lender may reasonably request any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Mortgagor's obligations under this Mortgage and Lender's lien status on the Property. If Mortgagor fails to do so, Lender may sign, deliver, and file such documents or certificates in Mortgagor's name and Mortgagor hereby irrevocably appoints Lender or Lender's agent as attorney in fact to do the things necessary to comply with this section.
- 24. JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND.** All duties under this Mortgage are joint and individual. If Mortgagor signs this Mortgage but does not sign the Evidence of Debt, Mortgagor does so only to mortgage Mortgagor's interest in the Property to secure payment of the Secured Debt and Mortgagor does not agree to be personally liable on the Secured Debt. Mortgagor agrees that Lender and any party to this Mortgage may extend, modify or make any change in the terms of this Mortgage or the Evidence of Debt without Mortgagor's consent. Such a change will not release Mortgagor from the terms of this Mortgage. The duties and benefits of this Mortgage shall bind and benefit the successors and assigns of Mortgagor and Lender.
- If this Mortgage secures a guaranty between Lender and Mortgagor and does not directly secure the obligation which is guaranteed, Mortgagor agrees to waive any rights that may prevent Lender from bringing any action or claim against Mortgagor or any party indebted under the obligation including, but not limited to, anti-deficiency or one-action laws.
- 25. APPLICABLE LAW; SEVERABILITY; INTERPRETATION.** This Mortgage is governed by the laws of the jurisdiction in which Lender is located, except to the extent otherwise required by the laws of the jurisdiction where the Property is located. This Mortgage is complete and fully integrated. This Mortgage may not be amended or modified by oral agreement. Any section or clause in this Mortgage, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section or clause of this Mortgage cannot be enforced according to its terms, that section or clause will be severed and will not affect the enforceability of the remainder of this Mortgage. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Mortgage are for convenience only and are not to be used to interpret or define the terms of this Mortgage. Time is of the essence in this Mortgage.
- 26. NOTICE.** Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Mortgage, or to any other address designated in writing. Notice to one mortgagor will be deemed to be notice to all mortgagors.
- 27. WAIVERS.** Except to the extent prohibited by law, Mortgagor hereby waives and releases any and all rights and remedies Mortgagor may now have or acquire in the future relating to: homestead, redemption, reinstatement, appraisal and marshalling of liens and assets.
- 28. WAIVER OF JURY TRIAL.** To the extent not prohibited by law, Mortgagor and Lender knowingly and intentionally waive the right, which the party may have, to a trial by jury with respect to any litigation arising from the Secured Debt, or any other agreement executed in conjunction with the Evidence of Debt and this Mortgage. Mortgagor and Lender each acknowledge that this section has either been brought to the attention of each party's legal counsel or that each party had the opportunity to do so.
- 29. U.C.C. PROVISIONS.** If checked, the following are applicable to, but do not limit, this Mortgage:
- ☐ **Construction Loan.** This Mortgage secures an obligation incurred for the construction of an improvement on the Property.
 - ☒ **Fixture Filing.** Mortgagor grants to Lender a security interest in all goods that Mortgagor owns now or in the future and that are or will become fixtures related to the Property.
 - ☐ **Crops; Timber; Minerals; Rents, Issues and Profits.** Mortgagor grants to Lender a security interest in all crops, timber and minerals located on the Property as well as all rents, issues and profits of them including, but not limited to, all Conservation Reserve Program (CRP) and Payment in Kind (PIK) payments and similar governmental programs (all of which shall also be included in the term "Property").
 - ☐ **Personal Property.** Mortgagor grants to Lender a security interest in all personal property located on or connected with the Property. This security interest includes all farm products, inventory, equipment, accounts, documents, instruments, chattel paper, general intangibles, and all other items of personal property Mortgagor owns now or in the future and that are used or useful in the construction, ownership, operation, management, or maintenance of

(page 6 of 8)

- C. Mortgagor will immediately notify Lender if (1) a release or threatened release of Hazardous Substance occurs on, under or about the Property or migrates or threatens to migrate from nearby property; or (2) there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagor will take all necessary remedial action in accordance with Environmental Law.
 - D. Mortgagor has no knowledge of or reason to believe there is any pending or threatened investigation, claim, or proceeding of any kind relating to (1) any Hazardous Substance located on, under or about the Property; or (2) any violation by Mortgagor or any tenant of any Environmental Law. Mortgagor will immediately notify Lender in writing as soon as Mortgagor has reason to believe there is any such pending or threatened investigation, claim, or proceeding. In such an event, Lender has the right, but not the obligation, to participate in any such proceeding including the right to receive copies of any documents relating to such proceedings.
 - E. Mortgagor and every tenant have been, are and shall remain in full compliance with any applicable Environmental Law.
 - F. There are no underground storage tanks, private dumps or open wells located on or under the Property and no such tank, dump or well will be added unless Lender first consents in writing.
 - G. Mortgagor will regularly inspect the Property, monitor the activities and operations on the Property, and confirm that all permits, licenses or approvals required by any applicable Environmental Law are obtained and complied with.
 - H. Mortgagor will permit, or cause any tenant to permit, Lender or Lender's agent to enter and inspect the Property and review all records at any reasonable time to determine (1) the existence, location and nature of any Hazardous Substance on, under or about the Property; (2) the existence, location, nature, and magnitude of any Hazardous Substance that has been released on, under or about the Property; or (3) whether or not Mortgagor and any tenant are in compliance with applicable Environmental Law.
 - I. Upon Lender's request and at any time, Mortgagor agrees, at Mortgagor's expense, to engage a qualified environmental engineer to prepare an environmental audit of the Property and to submit the results of such audit to Lender. The choice of the environmental engineer who will perform such audit is subject to Lender's approval.
 - J. Lender has the right, but not the obligation, to perform any of Mortgagor's obligations under this section at Mortgagor's expense.
 - K. As a consequence of any breach of any representation, warranty or promise made in this section, (1) Mortgagor will indemnify and hold Lender and Lender's successors or assigns harmless from and against all losses, claims, demands, liabilities, damages, cleanup, response and remediation costs, penalties and expenses, including without limitation all costs of litigation and attorneys' fees, which Lender and Lender's successors or assigns may sustain; and (2) at Lender's discretion, Lender may release this Mortgage and in return Mortgagor will provide Lender with collateral of at least equal value to the Property secured by this Mortgage without prejudice to any of Lender's rights under this Mortgage.
 - L. Notwithstanding any of the language contained in this Mortgage to the contrary, the terms of this section shall survive any foreclosure or satisfaction of this Mortgage regardless of any passage of title to Lender or any disposition by Lender of any or all of the Property. Any claims and defenses to the contrary are hereby waived.
- 20. CONDEMNATION.** Mortgagor will give Lender prompt notice of any action, real or threatened, by private or public entities to purchase or take any or all of the Property, including any easements, through condemnation, eminent domain, or any other means. Mortgagor further agrees to notify Lender of any proceedings instituted for the establishment of any sewer, water, conservation, ditch, drainage, or other district relating to or binding upon the Property or any part of it. Mortgagor authorizes Lender to intervene in Mortgagor's name in any of the above described actions or claims and to collect and receive all sums resulting from the action or claim. Mortgagor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds shall be considered payments and will be applied as provided in this Mortgage. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.
- 21. INSURANCE.** Mortgagor agrees to maintain insurance as follows:
- A. Mortgagor shall keep the improvements now existing or hereafter built on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. What Lender requires pursuant to the preceding two sentences can change during the term of the Secured Debt. The insurance carrier providing the insurance shall be chosen by Mortgagor subject to Lender's approval, which shall not be unreasonably withheld. If Mortgagor fails to maintain the coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property according to the terms of this Mortgage.
- All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause" and, where applicable, "lender loss payee clause." Mortgagor shall immediately notify Lender of cancellation or termination of the insurance. Lender shall have the right to hold the policies and renewals. If Lender requires, Mortgagor shall immediately give to Lender all receipts of paid premiums and renewal notices. Upon loss, Mortgagor shall give immediate notice to the insurance carrier and Lender. Lender may make proof of loss if not made immediately by Mortgagor.
- Unless Lender and Mortgagor otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the Secured Debt, whether or not then due, with any excess paid to Mortgagor. If Mortgagor abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay the Secured Debt whether or not then due. The 30-day period will begin when the notice is given.

As long as this Assignment is in effect, Mortgagor warrants and represents that no default exists under the Leases, and the parties subject to the Leases have not violated any applicable law on leases, licenses and landlords and tenants. Mortgagor, at its sole cost and expense, will keep, observe and perform, and require all other parties to the Leases to comply with the Leases and any applicable law. If Mortgagor or any party to the Lease defaults or fails to observe any applicable law, Mortgagor will promptly notify Lender. If Mortgagor neglects or refuses to enforce compliance with the terms of the Leases, then Lender may, at Lender's option, enforce compliance.

Mortgagor will not sublet, modify, extend, cancel, or otherwise alter the Leases, or accept the surrender of the Property covered by the Leases (unless the Leases so require) without Lender's consent. Mortgagor will not assign, compromise, subordinate or encumber the Leases and Rents without Lender's prior written consent. Lender does not assume or become liable for the Property's maintenance, depreciation, or other losses or damages when Lender acts to manage, protect or preserve the Property, except for losses and damages due to Lender's gross negligence or intentional torts. Otherwise, Mortgagor will indemnify Lender and hold Lender harmless for all liability, loss or damage that Lender may incur when Lender opts to exercise any of its remedies against any party obligated under the Leases.

15. CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS. If the Property includes a unit in a condominium or a planned unit development, Mortgagor will perform all of Mortgagor's duties under the covenants, by-laws, or regulations of the condominium or planned unit development.

16. DEFAULT. Mortgagor will be in default if any of the following occur:

- A. Any party obligated on the Secured Debt fails to make payment when due;
- B. A breach of any term or covenant in this Mortgage, any prior mortgage or any construction loan agreement, security agreement or any other document evidencing, guarantying, securing or otherwise relating to the Secured Debt;
- C. The making or furnishing of any verbal or written representation, statement or warranty to Lender that is false or incorrect in any material respect by Mortgagor or any person or entity obligated on the Secured Debt;
- D. The death, dissolution, or insolvency of, appointment of a receiver for, or application of any debtor relief law to, Mortgagor or any person or entity obligated on the Secured Debt;
- E. A good faith belief by Lender at any time that Lender is insecure with respect to any person or entity obligated on the Secured Debt or that the prospect of any payment is impaired or the value of the Property is impaired;
- F. A material adverse change in Mortgagor's business including ownership, management, and financial conditions, which Lender in its opinion believes impairs the value of the Property or repayment of the Secured Debt; or
- G. Any loan proceeds are used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity, as further explained in 7 C.F.R. Part 1940, Subpart G, Exhibit M.

17. REMEDIES ON DEFAULT. In some instances, federal and state law will require Lender to provide Mortgagor with notice of the right to cure, mediation notices or other notices and may establish time schedules for foreclosure actions. Subject to these limitations, if any, Lender may accelerate the Secured Debt and foreclose this Mortgage in a manner provided by law if this Mortgagor is in default.

At the option of Lender, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or anytime thereafter. In addition, Lender shall be entitled to all the remedies provided by law, the Evidence of Debt, other evidences of debt, this Mortgage and any related documents. All remedies are distinct, cumulative and not exclusive, and the Lender is entitled to all remedies provided at law or equity, whether expressly set forth or not. The acceptance by Lender of any sum in payment or partial payment on the Secured Debt after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's right to require full and complete cure of any existing default. By not exercising any remedy on Mortgagor's default, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.

18. EXPENSES; ADVANCES ON COVENANTS; ATTORNEYS' FEES; COLLECTION COSTS. Except when prohibited by law, Mortgagor agrees to pay all of Lender's expenses if Mortgagor breaches any covenant in this Mortgage. Mortgagor will also pay on demand all of Lender's expenses incurred in collecting, insuring, preserving or protecting the Property or in any inventories, audits, inspections or other examination by Lender in respect to the Property. Mortgagor agrees to pay all costs and expenses incurred by Lender in enforcing or protecting Lender's rights and remedies under this Mortgage, including, but not limited to, reasonable attorneys' fees, court costs, and other legal expenses. Once the Secured Debt is fully and finally paid, Lender agrees to release this Mortgage and Mortgagor agrees to pay for any recordation costs. All such amounts are due on demand and will bear interest from the time of the advance at the highest rate in effect, from time to time, as provided in the Evidence of Debt and as permitted by law.

19. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES. As used in this section, (1) "Environmental Law" means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) "Hazardous Substance" means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste" or "hazardous substance" under any Environmental Law. Mortgagor represents, warrants and agrees that, except as previously disclosed and acknowledged in writing:

- A. No Hazardous Substance has been, is, or will be located, transported, manufactured, treated, refined, or handled by any person on, under or about the Property, except in the ordinary course of business and in strict compliance
- B. with all applicable Environmental Law.

Mortgagor has not and will not cause, contribute to, or permit the release of any Hazardous Substance on the Property.

or transferred; (2) there is a change in either the identity or number of members of a partnership or similar entity; or (3) there is a change in ownership of more than 25 percent of the voting stock of a corporation or similar entity. However, Lender may not demand payment in the above situations if it is prohibited by law as of the date of this Mortgage.

- 11. ENTITY WARRANTIES AND REPRESENTATIONS.** If Mortgagor is an entity other than a natural person (such as a corporation or other organization), Mortgagor makes to Lender the following warranties and representations which shall be continuing as long as the Secured Debt remains outstanding:

- A. Mortgagor is an entity which is duly organized and validly existing in the Mortgagor's state of incorporation (or organization). Mortgagor is in good standing in all states in which Mortgagor transacts business. Mortgagor has the power and authority to own the Property and to carry on its business as now being conducted and, as applicable, is qualified to do so in each state in which Mortgagor operates.
- B. The execution, delivery and performance of this Mortgage by Mortgagor and the obligation evidenced by the Evidence of Debt are within the power of Mortgagor, have been duly authorized, have received all necessary governmental approval, and will not violate any provision of law, or order of court or governmental agency.
- C. Other than disclosed in writing Mortgagor has not changed its name within the last ten years and has not used any other trade or fictitious name. Without Lender's prior written consent, Mortgagor does not and will not use any other name and will preserve its existing name, trade names and franchises until the Secured Debt is satisfied.

- 12. PROPERTY CONDITION, ALTERATIONS AND INSPECTION.** Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary. Mortgagor will give Lender prompt notice of any loss or damage to the Property. Mortgagor will keep the Property free of noxious weeds and grasses. Mortgagor will not initiate, join in or consent to any change in any private restrictive covenant, zoning ordinance or other public or private restriction limiting or defining the uses which may be made of the Property or any part of the Property, without Lender's prior written consent. Mortgagor will notify Lender of all demands, proceedings, claims, and actions against Mortgagor or any other owner made under law or regulation regarding use, ownership and occupancy of the Property. Mortgagor will comply with all legal requirements and restrictions, whether public or private, with respect to the use of the Property. Mortgagor also agrees that the nature of the occupancy and use will not change without Lender's prior written consent.

No portion of the Property will be removed, demolished or materially altered without Lender's prior written consent except that Mortgagor has the right to remove items of personal property comprising a part of the Property that become worn or obsolete, provided that such personal property is replaced with other personal property at least equal in value to the replaced personal property, free from any title retention device, security agreement or other encumbrance. Such replacement of personal property will be deemed subject to the security interest created by this Mortgage. Mortgagor shall not partition or subdivide the Property without Lender's prior written consent. Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Any inspection of the Property shall be entirely for Lender's benefit and Mortgagor will in no way rely on Lender's inspection.

- 13. AUTHORITY TO PERFORM.** If Mortgagor fails to perform any of Mortgagor's duties under this Mortgage, or any other mortgage, deed of trust, security agreement or other lien document that has priority over this Mortgage, Lender may, without notice, perform the duties or cause them to be performed. Mortgagor appoints Lender as attorney in fact to sign Mortgagor's name or pay any amount necessary for performance. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may do whatever is necessary to protect Lender's security interest in the Property. This may include completing the construction.

Lender's right to perform for Mortgagor shall not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Mortgage. Any amounts paid by Lender for insuring, preserving or otherwise protecting the Property and Lender's security interest will be due on demand and will bear interest from the date of the payment until paid in full at the interest rate in effect from time to time according to the terms of the Evidence of Debt.

- 14. ASSIGNMENT OF LEASES AND RENTS.** Mortgagor assigns, grants, bargains, conveys and mortgages to Lender as additional security all the right, title and interest in the following (Property).

- A. Existing or future leases, subleases, licenses, guaranties and any other written or verbal agreements for the use and occupancy of the Property, including but not limited to, any extensions, renewals, modifications or replacements (Leases).
- B. Rents, issues and profits, including but not limited to, security deposits, minimum rents, percentage rents, additional rents, common area maintenance charges, parking charges, real estate taxes, other applicable taxes, insurance premium contributions, liquidated damages following default, cancellation premiums, "loss of rents" insurance, guest receipts, revenues, royalties, proceeds, bonuses, accounts, contract rights, general intangibles, and all rights and claims which Mortgagor may have that in any way pertain to or are on account of the use or occupancy of the whole or any part of the Property (Rents).

In the event any item listed as Leases or Rents is determined to be personal property, this Assignment will also be regarded as a security agreement.

Mortgagor will promptly provide Lender with copies of the Leases and will certify these Leases are true and correct copies. The existing Leases will be provided on execution of the Assignment, and all future Leases and any other information with respect to these Leases will be provided immediately after they are executed. Mortgagor may collect, receive, enjoy and use the Rents so long as Mortgagor is not in default. Mortgagor will not collect in advance any Rents due in future lease periods, unless Mortgagor first obtains Lender's written consent. Upon default, Mortgagor will receive any Rents in trust for Lender and Mortgagor will not commingle the Rents with any other funds. When Lender so directs in writing, Mortgagor will endorse and deliver any payments of Rents from the Property to Lender. Amounts collected will be applied at Lender's discretion to the Secured Debts, the costs of managing, protecting and preserving the Property, and other necessary expenses. Mortgagor agrees that this Security Instrument is immediately effective between Mortgagor and Lender and effective as to third parties on the recording of this Assignment.

3. SECURED DEBT DEFINED. The term "Secured Debt" includes, but is not limited to, the following:

- A. The initial indebtedness secured by this Mortgage is the debt incurred under the terms of all promissory note(s), contract(s), guaranty(ies) or other evidence of debt described below and all extensions, renewals, modifications or substitutions *(When referencing the debts below it is suggested that you include items such as borrowers' names, note amounts, interest rates, maturity dates, etc.):*

A promissory note dated 10/18/2018 in the principal amount of \$108,000.00 that matures on 10/18/2038
Given by DDD LLC

- B. All future advances made within 20 years from the date of this Mortgage from Lender to Mortgagor or other future obligations of Mortgagor to Lender pursuant to Section 4 of this Mortgage under any promissory note, contract, guaranty, or other evidence of debt existing now or executed after this Mortgage whether or not this Mortgage is specifically referred to in the evidence of debt.
- C. All obligations Mortgagor owes to Lender, which now exist or may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Mortgagor and Lender.
- D. All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Mortgage, plus interest at the highest rate in effect, from time to time, as provided in the Evidence of Debt.
- E. Mortgagor's performance under the terms of any instrument evidencing a debt by Mortgagor to Lender and any Mortgage securing, guarantying, or otherwise relating to the debt.

If more than one person signs this Mortgage as Mortgagor, each Mortgagor agrees that this Mortgage will secure all future advances and future obligations described above that are given to or incurred by any one or more Mortgagor, or any one or more Mortgagor and others. This Mortgage will not secure any other debt if Lender fails, with respect to such other debt, to make any required disclosure about this Mortgage or if Lender fails to give any required notice of the right of rescission.

- 4. MAXIMUM OBLIGATION LIMIT; FUTURE ADVANCES.** The total principal amount of the Secured Debt (hereafter defined) secured by this Mortgage at any one time shall not exceed \$ 216,000.00. This limitation of amount does not include interest, loan charges, commitment fees, brokerage commissions, attorneys' fees and other charges validly made pursuant to this Mortgage and does not apply to advances (or interest accrued on such advances) made under the terms of this Mortgage to protect Lender's security and to perform any of the covenants contained in this Mortgage. Future advances are contemplated and, along with other future obligations, are secured by this Mortgage even though all or part may not yet be advanced. Nothing in this Mortgage, however, shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment would need to be agreed to in a separate writing. This mortgage is unlimited in amount secured.
- 5. PAYMENTS.** Mortgagor agrees to make all payments on the Secured Debt when due and in accordance with the terms of the Evidence of Debt or this Mortgage.
- 6. WARRANTY OF TITLE.** Mortgagor covenants that Mortgagor is lawfully seized of the estate conveyed by this Mortgage and has the right to grant, bargain, convey, sell, and mortgage the Property and warrants that the Property is unencumbered, except for encumbrances of record.
- 7. CLAIMS AGAINST TITLE.** Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Mortgagor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Mortgagor's payment. Mortgagor will defend title to the Property against any claims that would impair the lien of this Mortgage. Mortgagor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses which Mortgagor may have against parties who supply labor or materials to improve or maintain the Property.
- 8. PRIOR SECURITY INTERESTS.** With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property and that may have priority over this Mortgage, Mortgagor agrees:
- To make all payments when due and to perform or comply with all covenants.
 - To promptly deliver to Lender any notices that Mortgagor receives from the holder.
 - Not to make or permit any modification or extension of, and not to request or accept any future advances under any note or agreement secured by, the other mortgage, deed of trust or security agreement unless Lender consents in writing.
- 9. DUE ON SALE OR ENCUMBRANCE.** Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of any lien, encumbrance, transfer, or sale, or contract for any of these on the Property. However, if the Property includes Mortgagor's residence, this section shall be subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable. For the purposes of this section, the term "Property" also includes any interest to all or any part of the Property. This covenant shall run with the Property and shall remain in effect until the Secured Debt is paid in full and this Mortgage is released.
- 10. TRANSFER OF AN INTEREST IN THE MORTGAGOR.** If Mortgagor is an entity other than a natural person (such as a corporation or other organization), Lender may demand immediate payment if (1) a beneficial interest in Mortgagor is sold

(page 2 of 8)

78.00

This document was prepared by TAMARA MITCHELL

PO BOX 4360 TUPELO, MS 38803-4360

State of Florida's Documentary Stamp Tax required by law in
the amount of \$ 0.00 has been paid to the Clerk of
the Circuit Court (or the County Comptroller, if applicable) for
the County of ESCAMBIA, State of Florida.

1-53335

☐ IF CHECKED, THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL
BALANCE DUE UPON MATURITY IS APPROXIMATELY \$ _____, TOGETHER WITH ACCRUED
INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS
MORTGAGE.
☐ IF CHECKED, THIS BALLOON MORTGAGE SECURES A VARIABLE RATE OBLIGATION AND THE BALANCE DUE
ASSUMES THAT THE INITIAL RATE OF INTEREST APPLIES FOR THE ENTIRE TERM OF THE MORTGAGE. THE
ACTUAL BALANCE DUE UPON MATURITY MAY VARY DEPENDING ON CHANGES IN THE RATE OF INTEREST.

State of Florida

Space Above This Line For Recording Data

REAL ESTATE MORTGAGE

(With Future Advance Clause)

1. **DATE AND PARTIES.** The date of this Mortgage is 10/18/2018. The parties and their addresses are:
MORTGAGOR:

DDO LLC
26021 PERDIDO BEACH BLVD
ORANGE BEACH BALDWIN COUNTY AL 36561-0000

☐ Refer to the Addendum which is attached and incorporated herein for additional Mortgagors.

LENDER:

BANCORPSOUTH BANK
PO BOX 4360
TUPELO, MS 38803-4360

2. **MORTGAGE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure
the Secured Debt (hereafter defined), Mortgagor grants, bargains, conveys and mortgages to Lender the following
described property:

See Exhibit A annexed hereto and made a part hereof as if copied herein verbatim.

The property is located in ESCAMBIA _____ at _____
(County)
4737 HURON DR _____, PENSACOLA _____, Florida 32507
(Address) (City) (Zip Code)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, crops, timber, all
diversion payments or third party payments made to crop producers, and all existing and future improvements,
structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described
above (all referred to as "Property"). The term Property also includes, but is not limited to, any and all water wells,
water, ditches, reservoirs, reservoir sites and dams located on the real estate and all riparian and water rights associated
with the Property, however established.

DFS v 9.8 9/17/2018 ADOAGC0125

FLORIDA - AGRICULTURAL/COMMERCIAL REAL ESTATE SECURITY INSTRUMENT (NOT FOR FNMA, FHLMC, FHA OR VA USE, AND NOT FOR CONSUMER PURPOSES)

L20180926000918UK01 MORTGAGE

© 1993, 2001 Wolters Kluwer Financial Services - Bankers Systems™ Form AGCO-RESI-FL 8/11/2006

(page 1 of 8)



BK: 7986 PG: 707 Last Page

**RESIDENTIAL SALES ABUTTING ROADWAY
MAINTENANCE DISCLOSURE**

ATTENTION: Pursuant to Escambia County Code of Ordinances Chapter 1-29.2, Article V, sellers of residential lots are required to disclose to buyers whether abutting roadways will be maintained by Escambia County. The disclosure must additionally provide that Escambia County does not accept roads for maintenance that have not been built or improved to meet county standards. Escambia County Code of Ordinances, Chapter 1-29.2, Article V, requires that this disclosure be attached, along with other attachments to the deed or other method of conveyance required to be made part of the public records of Escambia County, Florida. NOTE: Acceptance for filing by County employees of this disclosure shall in no way be construed as an acknowledgement by the county of the veracity of any disclosure statement.

NAME OF ROADWAY: 4737 Huron Drive

LEGAL ADDRESS OF PROPERTY: 4737 Huron Drive, Pensacola, Florida 32507

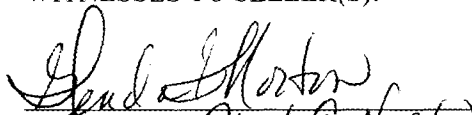
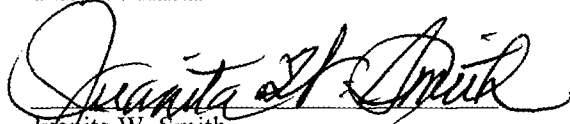
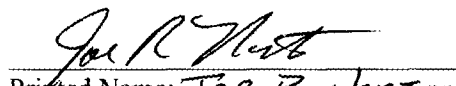
The County (x) has accepted () has not accepted the abutting roadway for maintenance.

This form completed by:

Wilson, Harrell, Farrington, Ford, Wilson, Spain & Parsons P.A.
14758 Perdido Key Drive
Pensacola, FL 32507

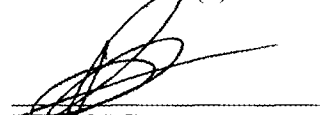
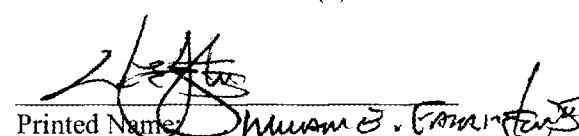
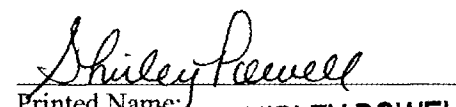
AS TO SELLER(S):

WITNESSES TO SELLER(S):


Terry V. Smith
Printed Name: Glenda G. Norton
Juanita W. Smith
Printed Name: Joe R. Norton

AS TO BUYER(S):

WITNESSES TO BUYER(S):


DDJ, LLC
by: Patrick Daily, Manager
Printed Name: William E. Farrington

Printed Name: SHIRLEY POWELL

This form approved by the
Escambia County Board
of County Commissioners
Effective: 4/15/95

Recorded in Public Records 10/22/2018 10:19 AM OR Book 7986 Page 706,
Instrument #2018084329, Pam Childers Clerk of the Circuit Court Escambia
County, FL Recording \$18.50 Deed Stamps \$945.00

18.50

Prepared by:

Wilson, Harrell, Farrington, Ford, Wilson, Spain & Parsons, P.A.
14758 Perdido Key Drive
Pensacola, Florida 32507

File Number: 1-53335

General Warranty Deed

Made this October 18, 2018 A.D. By **Terry V. Smith and Juanita W. Smith, husband and wife**, whose address is: 285 Austin Ave, Summerville, Georgia 30747, hereinafter called the grantor, to **DDD, LLC, an Alabama Limited Liability Company**, whose post office address is: 814 West Canal, Gulf Shores, Alabama 36542, hereinafter called the grantee:

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

Witnesseth, that the grantor, for and in consideration of the sum of Ten Dollars, (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Escambia County, Florida, viz:

Lot 19, Block A, Perdido Bay Villas, a subdivision of a portion of Sections 9 and 11, Township 3 South, Range 32 West, Escambia County, Florida, according to plat recorded in Plat Book 8, Page 10, of the Public Records of said County.

Parcel ID Number: 093S322000019001

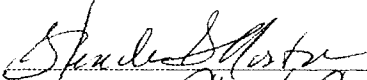
Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

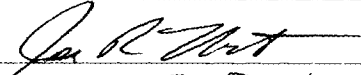
To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 2017.

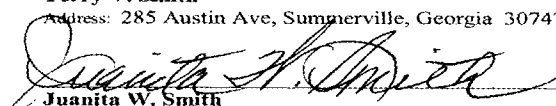
In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

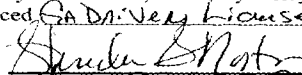

Witness Printed Name: Glenda G. Norton


Witness Printed Name: Joe R. Norton

State of GA
County of Chattahoochee


Terry V. Smith
Address: 285 Austin Ave, Summerville, Georgia 30747

Juanita W. Smith

The foregoing instrument was acknowledged before me this 16 day of October, 2018, by Terry V. Smith and Juanita W. Smith, husband and wife, who is/are personally known to me or who has produced GAD's Very House Notarization


Notary Public
Print Name: Glenda G. Norton

My Commission Expires: 01-05-2022

PROPERTY INFORMATION REPORT

July 13, 2022

Tax Account #:10-3227-145

**LEGAL DESCRIPTION
EXHIBIT "A"**

LT 19 BLK A PERDIDO BAY VILLAS PB 8 P 10 OR 7986 P 706

SECTION 09, TOWNSHIP 3 S, RANGE 32 W

TAX ACCOUNT NUMBER 10-3227-145(1022-13)

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:	<u>OCT 3, 2022</u>
TAX ACCOUNT #:	<u>10-3227-145</u>
CERTIFICATE #:	<u>2020-6049</u>

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	
☐	☒	Notify City of Pensacola, P.O. Box 12910, 32521
☐	☒	Notify Escambia County, 190 Governmental Center, 32502
☐	☒	Homestead for <u>2021</u> tax year.

PERDIDO BAY VILLAS HOMEOWNERS
ASSOCIATION INC
4701 HURON DR
PENSACOLA, FL 32507

DDD LLC
814 WEST CANAL
GULF SHORES, AL 36542

DDD LLC
4737 HURON DR
PENSACOLA, FL 32507

BANCORPSOUTH BANK
PO BOX 4360
TUPELO, MS 38803-4360

STATE OF FLORIDA
DEPARTMENT OF REVENUE
PENSACOLA SERVICE CENTER
3670 N L ST STE C
PENSACOLA, FL 32505-5254

K.B. SORRELLS
6501 SHADY HOLLOW DR
PACE, FL 32571

DDD LLC
26021 PERDIDO BEACH BLVD
ORANGE BEACH, AL 36561-0000

Certified and delivered to Escambia County Tax Collector, this 13th day of July 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

July 13, 2022

Tax Account #: **10-3227-145**

1. The Grantee(s) of the last deed(s) of record is/are: **DDD, LLC, AN ALABAMA LIMITED LIABILITY COMPANY**

By Virtue of Warranty Deed recorded 10/22/2018 in OR 7986/706

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 Bancorpsouth Bank recorded 10/22/2018 OR 7986/708**
 - b. **Warrant in favor of Florida Department of Revenue recorded 6/10/2011 OR 6729/1624**
 - c. **Judgment in favor of K.B. Sorrells recorded 11/9/2004 OR 5521/744**

4. Taxes:

Taxes for the year(s) 2014-2019 are delinquent.

Tax Account #: 10-3227-145

Assessed Value: \$109,713.00

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): **THE PERDIDO BAY VILLAS HOMEOWNERS ASSOCIATION, INC.**

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 #: 10-3227-145 CERTIFICATE #: 2020-6049

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: July 6, 2002 to and including July 6, 2022 Abstractor: Stacie Wright

BY

Michael A. Campbell,
As President
Dated: July 13, 2022



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

Tax Deed - Redemption Calculator

Account: 103227145 Certificate Number: 006049 of 2020

Redemption ☐ No ☒ Application Date Interest Rate

	Final Redemption Payment ESTIMATED	Redemption Overpayment ACTUAL
	Auction Date 10/3/2022	Redemption Date 8/8/2022
Months	6	4
Tax Collector	\$5,719.63	\$5,719.63
Tax Collector Interest	\$514.77	\$343.18
Tax Collector Fee	\$6.25	\$6.25
Total Tax Collector	\$6,240.65	\$6,069.06 TC
Record TDA Notice	\$17.00	\$17.00
Clerk Fee	\$119.00	\$119.00
Sheriff Fee	\$120.00	\$120.00
Legal Advertisement	\$200.00	\$200.00
App. Fee Interest	\$41.04	\$27.36
Total Clerk	\$497.04	\$483.36 CL
Release TDA Notice (Recording)	\$10.00	\$10.00
Release TDA Notice (Prep Fee)	\$7.00	\$7.00
Postage	\$43.26	\$43.26
Researcher Copies	\$0.00	\$0.00
Total Redemption Amount	\$6,797.95	\$6,612.68
	Repayment Overpayment Refund Amount	\$185.27
Book/Page	8781	189

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 # 2020 TD 006049

Redeemed Date 8/8/2022

Name DDD LLC 5166 PALE MOON DR PENSACOLA FL 32507

Clerk's Total = TAXDEED	\$497.04
Due Tax Collector = TAXDEED	\$6,240.65
Postage = TD2	\$43.26
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
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**COUNTY OF ESCAMBIA
OFFICE OF THE
CLERK OF THE CIRCUIT COURT**

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

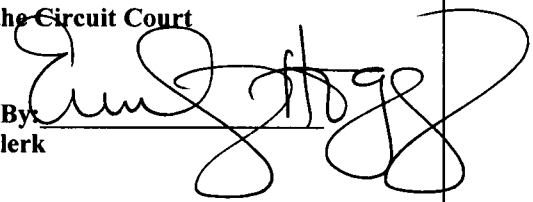
CLERK TO THE BOARD OF
COUNTY COMMISSIONERS
OFFICIAL RECORDS
COUNTY TREASURY
AUDITOR

PAM CHILDERS, CLERK OF THE CIRCUIT COURT
Tax Certificate Redeemed From Sale
Account: 103227145 Certificate Number: 006049 of 2020

Payor: DDD LLC 5166 PALE MOON DR PENSACOLA FL 32507 Date 8/8/2022

Clerk's Check #	890908	Clerk's Total	\$497.04
Tax Collector Check #	1	Tax Collector's Total	\$6,240.65
		Postage	\$43.26
		Researcher Copies	\$0.00
		Recording	\$10.00
		Prep Fee	\$7.00
		Total Received	\$6,797.95

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 8781, Page 189, of Escambia County, for the tax certificate, tax deed, and property described below:

Tax Certificate No. Certificate No. 06049, issued the 1st day of June, A.D., 2020

TAX ACCOUNT NUMBER: 103227145 (1022-13)

DESCRIPTION OF PROPERTY:

LT 19 BLK A PERDIDO BAY VILLAS PB 8 P 10 OR 7986 P 706

SECTION 09, TOWNSHIP 3 S, RANGE 32 W

NAME IN WHICH ASSESSED: DDD LLC

Dated this 8th day of August 2022.



PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

By:
Emily Hogg
Deputy Clerk