

APPLICATION FOR TAX DEED

Section 197.502, Florida Statutes

512
R. 12/16

Application Number: 2200540

To: Tax Collector of ESCAMBIA COUNTY, Florida

I,

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

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

Account Number	Certificate No.	Date	Legal Description
10-3581-125	2020/6115	06-01-2020	UNIT 308 FLORENCIA CONDOMINIUM ALSO .016896 INT IN COMMON ELEMENTS OR 7049 P 1058 SEC 14/16/27/34/35 T3S R32W

I agree to:

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

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

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

07-14-2022
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>04/03/2023</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.

UNIT 308 FLORENCIA CONDOMINIUM ALSO .016896 INT IN COMMON ELEMENTS OR 7049 P 1058 SEC 14/16/27/34/35 T3S R32W



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

0423-3

Part 1: Tax Deed Application Information

Applicant Name Applicant Address	TLGFY, LLC CAPITAL ONE, N.A., AS COLLATER PO BOX 54347 NEW ORLEANS, LA 70154	Application date	Jul 14, 2022
Property description	WARREN MONTY & WARREN LARA 209 DUCHARME LN LAFAYETTE, LA 70503 14900 RIVER RD 308 10-3581-125 UNIT 308 FLORENCIA CONDOMINIUM ALSO .016896 INT IN COMMON ELEMENTS OR 7049 P 1058 SEC 14/16/27/34/35 (Full legal attached.)	Certificate #	2020 / 6115
		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)
# 2020/6115	06/01/2020	8,465.36	423.27	8,888.63
→ Part 2: Total*				8,888.63

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)
# 2022/5149	06/01/2022	6,728.45	6.25	336.42	7,071.12
# 2021/4762	06/01/2021	8,863.07	6.25	443.15	9,312.47
Part 3: Total*					16,383.59

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)	25,272.22
2. Delinquent taxes paid by the applicant	0.00
3. Current taxes paid by the applicant	0.00
4. Property information report fee	200.00
5. Tax deed application fee	175.00
6. Interest accrued by tax collector under s.197.542, F.S. (see Tax Collector Instructions, page 2)	0.00
7. Total Paid (Lines 1-6)	25,647.22

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

Sign here: 
Signature, Tax Collector or Designee

Escambia, Florida
Date July 27th, 2022

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
 ☐ Parcel ID
 [→](#)

[Printer Friendly Version](#)

General Information		Assessments				
Parcel ID:	1435321034008003	Year	Land	Imprv	Total	Cap Val
Account:	103581125	2021	\$0	\$431,825	\$431,825	\$431,825
Owners:	WARREN MONTY & WARREN LARA	2020	\$0	\$613,250	\$613,250	\$557,689
Mail:	209 DUCHARME LN LAFAYETTE, LA 70503	2019	\$0	\$605,993	\$605,993	\$506,990
Situs:	14900 RIVER RD 308 32507	Disclaimer				
Use Code:	CONDO-RES UNIT	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	
07/18/2013	7049	1058	\$425,000	WD		Legal Description	
01/10/2012	6816	134	\$290,000	WD		UNIT 308 FLORENCIA CONDOMINIUM ALSO .016896 INT	
12/13/2010	6752	1692	\$620,000	WD		IN COMMON ELEMENTS OR 7049 P 1058 SEC	
02/2006	5840	1127	\$775,000	WD		14/16/27/34/35 T3S...	
Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller						Extra Features	
						CONDO LIMITED PARKING SPACE	
						CONDO LIMITED STORAGE UNIT	

Parcel Information		Launch Interactive Map	
Section			
Map Id:			
Approx. Acreage:			
Zoned:			
Evacuation & Flood Information		View Florida Department of Environmental Protection (DEP) Data	
Open Report			
		Buildings	

Address:14900 RIVER RD 308, Year Built: 2006, Effective Year: 2006, PA Building ID#: 119308

Structural Elements

DECOR/MILLWORK-ABOVE AVERAGE

DWELLING UNITS-1

EXTERIOR WALL-PRECAST PAN/CON

EXTERIOR WALL-CLAY TILE

FLOOR COVER-CARPET

FOUNDATION-STRUCTURAL

HEAT/AIR-CENTRAL H/AC

INTERIOR WALL-DRYWALL-DECORAT

NO. PLUMBING FIXTURES-10


NO. STORIES-1

ROOF COVER-TILE/CLAY/CEMNT

ROOF FRAMING-CONCRETE

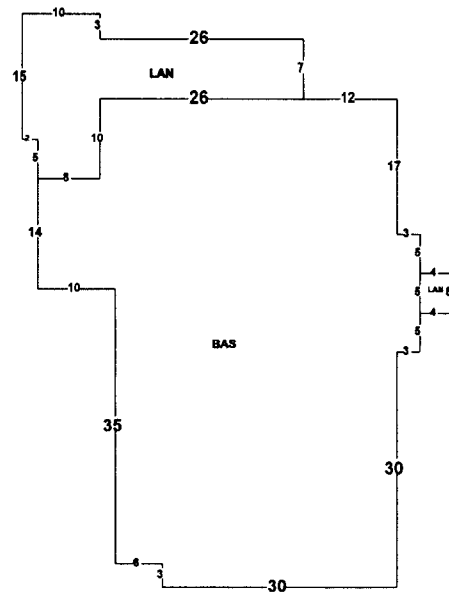
STORY HEIGHT-10

STRUCTURAL FRAME-MASONRY PIL/STL

 Areas - 2811 Total SF

BASE AREA - 2419

LANAI - 392



Images

None

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

Last Updated:08/01/2022 (tc:4213)




PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

Tax Deed - Redemption Calculator

Account: 103581125 Certificate Number: 006115 of 2020

Redemption ☐ No ☒ Application Date Interest Rate

	Final Redemption Payment ESTIMATED	Redemption Overpayment ACTUAL
	Auction Date <input type="text" value="4/3/2023"/>	Redemption Date <input type="text" value="8/24/2022"/> 
Months	9	1
Tax Collector	<input type="text" value="\$25,647.22"/>	<input type="text" value="\$25,647.22"/>
Tax Collector Interest	\$3,462.37	\$384.71
Tax Collector Fee	<input type="text" value="\$6.25"/>	<input type="text" value="\$6.25"/>
Total Tax Collector	\$29,115.84	<input type="text" value="\$26,038.18"/> TC
Record TDA Notice	<input type="text" value="\$17.00"/>	<input type="text" value="\$17.00"/>
Clerk Fee	<input type="text" value="\$119.00"/>	<input type="text" value="\$119.00"/>
Sheriff Fee	<input type="text" value="\$120.00"/>	<input type="text" value="\$120.00"/>
Legal Advertisement	<input type="text" value="\$200.00"/>	<input type="text" value="\$200.00"/>
App. Fee Interest	\$61.56	<input type="text" value="\$6.84"/>
Total Clerk	\$517.56	<input type="text" value="\$462.84"/> CH
Release TDA Notice (Recording)	<input type="text" value="\$10.00"/>	<input type="text" value="\$10.00"/>
Release TDA Notice (Prep Fee)	<input type="text" value="\$7.00"/>	<input type="text" value="\$7.00"/>
Postage	<input type="text" value="\$60.00"/>	<input type="text" value="\$0.00"/>
Researcher Copies	<input type="text" value="\$0.00"/>	<input type="text" value="\$0.00"/>
Total Redemption Amount	\$29,710.40	\$26,518.02
	Repayment Overpayment Refund Amount	\$3,192.38
Book/Page	<input type="text"/>	<input type="text"/>

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 # 2020 TD 006115

Redeemed Date 8/24/2022

Name MONTY G WARREN PO BOX 51381 LAFAYETTE LA 70505

Clerk's Total = TAXDEED	\$517.56	\$26,181.02
Due Tax Collector = TAXDEED	\$29,115.84	
Postage = TD2	\$60.00	
ResearcherCopies = TD6	\$0.00	
Release TDA Notice (Recording) = RECORD2	\$10.00	
Release TDA Notice (Prep Fee) = TD4	\$7.00	

• For Office Use Only

Date	Docket	Desc	Amount Owed	Amount Due	Payee Name
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FINANCIAL SUMMARY

No Information Available - See Dockets

PAM CHILDERS
 CLERK OF THE CIRCUIT COURT
 ARCHIVES AND RECORDS
 CHILDSUPPORT
 CIRCUIT CIVIL
 CIRCUIT CRIMINAL
 COUNTY CIVIL
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CENTURY

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

COUNTY OF ESCAMBIA
OFFICE OF THE
CLERK OF THE CIRCUIT COURT

PAM CHILDERS, CLERK OF THE CIRCUIT COURT
Tax Certificate Redeemed From Sale
Account: 103581125 Certificate Number: 006115 of 2020

Payor: MONTY G WARREN PO BOX 51381 LAFAYETTE LA 70505 Date 8/24/2022

Clerk's Check #	285500563	Clerk's Total	\$517.56
Tax Collector Check #	1	Tax Collector's Total	\$29,715.84
		Postage	\$60.00
		Researcher Copies	\$0.00
		Recording	\$10.00
		Prep Fee	\$7.00
		Total Received	\$29,710.40

\$26,198.02

PAM CHILDERS
 Clerk of the Circuit Court

Received By:
 Deputy Clerk

Escambia County Government Complex • 221 Palafox Place Ste 110 • PENSACOLA, FLORIDA 32502
(850) 595-3793 • FAX (850) 595-4827 • <http://www.clerk.co.escambia.fl.us>

NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That **TLGFY LLC CAPITAL ONE NA AS COLLATER** holder of **Tax Certificate No. 06115**, 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:

UNIT 308 FLORENCIA CONDOMINIUM ALSO .016896 INT IN COMMON ELEMENTS OR 7049 P 1058 SEC 14/16/27/34/35 T3S R32W

SECTION 14, TOWNSHIP 3 S, RANGE 32 W

TAX ACCOUNT NUMBER 103581125 (0423-31)

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

MONTY WARREN and LARA WARREN

Unless said certificate shall be redeemed according to law, the property described therein will be sold to the highest bidder at public auction at 9:00 A.M. on the **first** Monday in the month of April, which is the **3rd day of April 2023**.

Dated this 24th day of August 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

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 8846, Page 792, of Escambia County, for the tax certificate, tax deed, and property described below:

Tax Certificate No. Certificate No. 06115, issued the 1st day of June, A.D., 2020

TAX ACCOUNT NUMBER: **103581125 (0423-31)**

DESCRIPTION OF PROPERTY:

**UNIT 308 FLORENCIA CONDOMINIUM ALSO .016896 INT IN COMMON ELEMENTS OR 7049 P
1058 SEC 14/16/27/34/35 T3S R32W**

SECTION 14, TOWNSHIP 3 S, RANGE 32 W

NAME IN WHICH ASSESSED: MONTY WARREN and LARA WARREN

Dated this 24th day of August 2022.



PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

By:
Emily Hogg
Deputy Clerk

Warren, Monty
PO Box 51381
Lafayette, LA 70505

Title Treasurer

Shearer, Robert James
114 Kingston Ct
Starkville, MS 39759

Title Director

Whittelsey, Sheldon
2500 Sanders Creek Dr
Opelika, AL 36801

Title Secretary

Flowers, Eleanor
1333 Eagle Drive
Cantonment, FL 32533

Annual Reports

Report Year	Filed Date
2020	01/29/2020
2021	01/22/2021
2022	01/27/2022

Document Images

<u>01/27/2022 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/22/2021 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/29/2020 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/09/2019 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/17/2018 -- ANNUAL REPORT</u>	View image in PDF format
<u>03/03/2017 -- ANNUAL REPORT</u>	View image in PDF format
<u>03/04/2016 -- ANNUAL REPORT</u>	View image in PDF format
<u>03/31/2015 -- ANNUAL REPORT</u>	View image in PDF format
<u>06/30/2014 -- Reg. Agent Change</u>	View image in PDF format
<u>01/09/2014 -- ANNUAL REPORT</u>	View image in PDF format
<u>05/02/2013 -- AMENDED ANNUAL REPORT</u>	View image in PDF format
<u>01/25/2013 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/05/2012 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/05/2011 -- ANNUAL REPORT</u>	View image in PDF format
<u>02/17/2010 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/23/2009 -- ANNUAL REPORT</u>	View image in PDF format
<u>07/28/2008 -- ANNUAL REPORT</u>	View image in PDF format
<u>03/26/2007 -- ANNUAL REPORT</u>	View image in PDF format
<u>03/06/2006 -- ANNUAL REPORT</u>	View image in PDF format



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Not For Profit Corporation
FLORENCIA CONDOMINIUM ASSOCIATION, INC.

Filing Information

Document Number N05000012017
FEI/EIN Number 20-3840961
Date Filed 11/28/2005
State FL
Status ACTIVE

Principal Address

14900 RIVER ROAD
PENSACOLA, FL 32507

Mailing Address

C/O Perdido Sand Realty, Inc.
5615 Bauer Road
Pensacola, FL 32507

Changed: 03/03/2017

Registered Agent Name & Address

Perdido Sand Realty
5615 Bauer Road
Pensacola, FL 32507

Name Changed: 01/09/2019

Address Changed: 01/09/2019

Officer/Director Detail

Name & Address

Title VP

SCHELL, KAREN
14900 River Road
Unit 102
Pensacola, FL 32507

Title President

shall be then outstanding), at Mortgagor's expense, an environmental audit and, if deemed necessary by Mortgagee, an environmental risk assessment of: (i) the Mortgaged Property; (ii) hazardous waste management practices, and/or (iii) Hazardous Waste disposal sites used by Mortgagor. Said audit and/or risk assessment must be by an environmental consultant satisfactory to Mortgagee. Should Mortgagor fail to perform any such environmental audit or risk assessment within thirty (30) days after Mortgagee's request, Mortgagee shall have the right to retain an environmental consultant to perform such environmental audit or risk assessment. All costs and expenses incurred by Mortgagee in the exercise of such rights shall be secured by this Mortgage and shall be payable by Mortgagor upon demand.

(G) **Breach.** Any breach of any warranty, representation or agreement contained in this Section shall be an Event of Default and shall entitle Mortgagee to exercise any and all remedies provided in this instrument, or otherwise permitted by law.

22. WAIVER OF RIGHT TO JURY TRIAL. You and I both agree that neither of us, nor our heirs, successors, or assigns (The "Parties"), will seek a jury trial in any law suit, proceeding, counterclaim, or any other litigation procedure based on or arising out of this Mortgage or the Note. None of the parties will seek to consolidate any such action in which a jury trial has been waived with any other in which a jury trial cannot be or has been waived. I acknowledge that the provisions of this paragraph have been fully negotiated by you and me, are a material inducement for the loan, the repayment of which is secured by this Mortgage, and shall be subject to no exceptions.

IN WITNESS WHEREOF, the undersigned has executed this instrument this the 19th day of July, 2013.

MORTGAGOR:

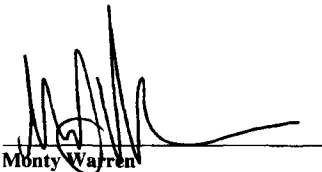
Signed, and delivered in the
Presence of:

Witness #1: _____

Print #1 Name: _____

Witness #2: _____

Print #2 Name: _____

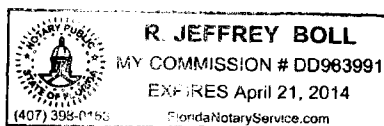

Monty Warren



Lara Warren

COUNTY STATE OF LOUISIANA FLORIDA
PARISH OF ESCAMBIA

The foregoing instrument was acknowledged before me this the 18th day of July, 2013, by **Monty Warren and Lara Warren** who are personally known to me or who have produced a driver license as photo identification.

(AFFIX NOTARIAL SEAL HERE)




Notary Public
Print Name: _____
My Commission expires: _____

(B) **Representations and Warranties.** Mortgagor specifically represents and warrants that the use and operation of the Mortgaged Property comply with all applicable environmental laws, rules and regulations, including without limitation, the Federal Resource Conservation and Recovery Act and the Comprehensive Environmental Response Compensation and Liability Act of 1980, and all amendments and supplements thereto and Mortgagor shall continue to comply therewith at all times. Specifically, and without limiting the generality of the foregoing, there are not now and there shall not in the future be any Hazardous Waste located or stored in, upon or at the Mortgaged Property, and there are not now nor shall there be at any time any releases or discharges from the Mortgaged Property.

(C) **Indemnification.**

1. Mortgagor hereby agrees to indemnify Mortgagee and hold Mortgagee harmless from and against any and all losses, liabilities, including strict liability, damages, injuries, expenses, including attorneys' fees for attorneys of Mortgagee's choice, costs of any settlement or judgment and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against, Mortgagee by any person or entity or governmental agency for, with respect to, or as a direct or indirect result, the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission or release from the Mortgaged Property of any Hazardous Waste (including without limitation, any losses, liabilities, including strict liability, damages, injuries, expenses, including attorneys' fees for attorneys of Mortgagee's choice, costs of any settlement or judgment or claims asserted or arising under the Comprehensive Environmental Response, Compensation and Liability Act, any federal, state or local "Superfund" or "Superlien" laws and any and all other statutes, laws, ordinances, codes, rules, regulations, orders or decrees regulating, with respect to or imposing liability, including strict liability, substances or standards of conduct concerning any hazardous waste), regardless of whether within Mortgagor's control.

2. The foresaid indemnification and hold harmless agreement shall benefit Mortgagee from the date hereof and shall continue notwithstanding payment, release or discharge of this Mortgage or the Indebtedness, and, without limiting the generality of the foregoing, such obligations shall continue for the benefit of Mortgagee and any subsidiary of Mortgagee during and following any possession of the Mortgaged Property thereby or any ownership of the Mortgaged Property thereby, whether arising by foreclosure or deed in lieu of foreclosure or otherwise, such indemnification and hold harmless agreement to continue forever.

(D) **Notice of Environmental Complaint.** If Mortgagor shall receive any notice of: (i) the happening of any material event involving the spill, release, leak, seepage, discharge or cleanup of any Hazardous Waste on the Land or in connection with Mortgagor's operations thereon, or (ii) any complaint, order, citation or material notice with regard to air emissions, water discharges or any other environmental health or safety matters affecting Mortgagor (an "Environmental Complaint") from any person or entity, then Mortgagor immediately shall notify Mortgagee orally and in writing of said notice.

(E) **Mortgagee's Reserved Rights.** In the event of receipt of an Environmental Complaint, Mortgagee shall have the right, but not the obligation (and without limitation of Mortgagee's rights under this Mortgage) to enter onto the Mortgaged Property or to take such other actions as it shall deem necessary or advisable to clean up, remove, resolve or minimize the impact of, or otherwise deal with, any such Hazardous Waste or Environmental Complaint following receipt of any notice from any person or entity having jurisdiction asserting the existence of any Hazardous Waste or an Environmental Complaint pertaining to the Mortgaged Property or any part thereof which, if true, could result in an order, suit or other action against Mortgagor and/or which, in Mortgagee's sole opinion, could jeopardize its security under this Mortgage. All reasonable costs and expenses incurred by Mortgagee in the exercise of any such rights shall be secured by this Mortgage and shall be payable by Mortgagor upon demand.

(F) **Environmental Audits.** If Mortgagee shall have reason to believe that Hazardous Waste has been discharged on the Mortgaged Property, Mortgagee shall have the right, in its sole discretion, to require Mortgagor to perform periodically to Mortgagee's satisfaction (but not more frequently than annually unless an Environmental Complaint

other right; (b) to foreclosure this Mortgage and to sell, as an entirety or in separate lots or parcels, the Mortgaged Property under the judgment or decree of a court or courts of competent jurisdiction; (c) to collect all rents, issues, profits, revenues, income, proceeds or other benefits from the Mortgaged Property; (d) to seek appointment of a receiver to enter upon and take possession of the Mortgaged Property and to collect all rents, issues, profits, revenues, income or other benefits thereof and apply the same as the Court may direct and such receiver shall have all rights and powers permitted under law; and (e) to pursue any other remedy available to it, including, but not limited to: (i) taking possession of the Mortgaged Property without notice or hearing to Mortgagor, (ii) reasonable attorneys' fees (before trial, at trial, or on appeal), (iii) the cost of an environmental audit; and (iv) the cost of a title abstract or other search for the Property. Mortgagee shall take action either by such proceedings or by the exercise of its power with respect to entry or taking possession, or both as Mortgagee may determine.

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

15. Non-Exclusive Remedies. No right, power or remedy conferred upon or reserved to Mortgagee by the Note, the Loan Agreement, this Mortgage or any other instrument securing the Note is exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power or remedy given hereunder or under the Note, the Loan Agreement, or any other instrument securing the Note, or now or hereafter existing at law, in equity or by statute.

V. Miscellaneous

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

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

18. Future Advances. This Mortgage does not contain a provision for future advances.

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

20. Default Rate. The Default Rate shall be interest at the maximum rate permitted by applicable law, whether now or hereafter in effect.

21. Compliance with Environmental Laws.

(A) **Hazardous Waste.** "Hazardous Waste" shall mean and include those elements or compounds which are contained in the list of hazardous substances adopted by the United States Environmental Protection Agency (EPA) and the list of toxic pollutants designated by Congress or the EPA or defined by any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material as now or at any time in effect.

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 therefor 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.

III. Events of Default

Any one of the following shall constitute an event of default:

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

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

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

(d) Any breach of warranty or material untruth of any representation of Mortgagor contained in the Note, the Loan Agreement, this Mortgage or any other instrument securing the Note.

(e) An event of default under any existing or future notes, loans, advances, guaranties, or other indebtedness owed to the Mortgagee by the Mortgagor, or any or either of them, or under any instrument securing such indebtedness.

IV. Remedies of Mortgagee

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

13. **Other Remedies.** If an event of default shall have occurred, Mortgagee may proceed by suit or suits at law or in equity or by any other appropriate proceeding or remedy: (a) to enforce payment of the Note or the performance of any term hereof or any

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

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

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

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

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

11. **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

be required from time to time by Mortgagee against periods as may be required by Mortgagee, and to pay promptly, when due, all premiums for such insurance. All such insurance shall be carried with companies approved by Mortgagee and the policy and renewals thereof shall be held by Mortgagee and have attached thereto loss payable clauses in favor and in form acceptable to Mortgagee. In event of loss, Mortgagor shall give immediate notice by mail to Mortgagee and Mortgagee may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payments for such loss directly to Mortgagee instead of to Mortgagor or to Mortgagor and Mortgagee jointly and the insurance proceeds or any part thereof may be applied by Mortgagee at its option, after deducting therefrom all its expenses including attorney's fees, either to reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. Mortgagee is hereby authorized, at its option, to settle and compromise any claims, awards, damages, rights of action and proceeds, and any other payment or relief under any insurance policy. In the event of foreclosure of this Mortgage or other transfer of title to the Mortgaged Property in extinguishment of the indebtedness secured hereby, all right, title, and interest of Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee. Mortgagee may at its option require Mortgagor to deposit with Mortgagee on the first day of each month, in addition to making payments of principal and interest, until the Note is fully paid, an amount equal to one-twelfth (1/12) of the annual premiums for all insurance. Such deposits shall not be, nor be deemed to be, trust funds, but may be commingled with the general funds of Mortgagee, and no interest shall be payable in respect thereof. Upon demand by Mortgagee, Mortgagor shall deliver to Mortgagee such additional monies as are necessary to make up any deficiencies in the amounts necessary to enable Mortgagee to pay such premiums when due. In the event of default under any of the terms, covenants and conditions in the Note, the Loan Agreement, this Mortgage or any other instrument securing the Note to be kept, performed or observed by Mortgagor, Mortgagee may apply to the reduction of the sums secured hereby in such manner as Mortgagee shall determine, any amount under this paragraph remaining to Mortgagor's credit and any return premium received from cancellation of any insurance policy by Mortgagee upon foreclosure of this Mortgage.

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

5. Care of Mortgaged Property. Mortgagor shall not remove or demolish any building or other property forming a part of the Mortgaged Property without the written consent of Mortgagee, or permit, commit, or suffer any waste, impairment or deterioration of the Mortgaged Property or any part thereof, and shall keep the same and the improvements thereon in good condition and repair. Mortgagor shall notify Mortgagee in writing within five (5) days of any injury, damage, or impairment of or occurring on the Mortgaged Property including, but not limited to, serious injury or loss by death or otherwise occurring on the Mortgaged Property. Mortgagee may, at Mortgagee's discretion, have the Mortgaged Property inspected at the time and Mortgagor shall pay all costs incurred by Mortgagee in executing such inspection.

delivered to the property described in paragraph (A) hereof for use in any way thereon, and owned by Mortgagor; (iii) all contract rights, general intangibles, actions and rights in action, including all rights to insurance policies and proceeds and all liquor licenses; all equipment including parts accessories, attachments, special tools, additions and accessions thereto, and (iv) all proceeds, products, replacements, additions, substitutions, renewals and accessions of any of the foregoing items. This Mortgage is a self-operative security agreement with respect to the above described property, but Mortgagor agrees to execute and deliver on demand such other security agreements, financing statements and other instruments as Mortgagee may request in order to perfect its security interest or to impose the lien hereof more specifically upon any of such property. Mortgagee shall have all the rights and remedies in addition to those specified herein of a secured party under the Florida Uniform Commercial Code.

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

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

PROVIDED ALWAYS, that if Mortgagor shall pay to Mortgagee the Note at the times and in the manner stipulated therein, and in all other instruments securing the Note, and faithfully perform all the covenants and agreements in this Mortgage, the Loan Agreement, and in all other instruments securing the Note, to be kept performed or observed by Mortgagor, then this Mortgage shall cease and be void, but shall otherwise remain in full force and effect.

II. Covenants of Mortgagor

1. **Compliance with Note and Mortgage; Warranty of Title.** Mortgagor shall comply with all provisions hereof, of the Note, the Loan Agreement and of every other instrument securing the Note, and will promptly pay to Mortgagee the principal with interest thereon and all other sums required to be paid by Mortgagor under the Note, the Loan Agreement, this Mortgage and all other instruments securing the Note. Mortgagor is indefeasibly seized of the Mortgaged Property in fee simple and Mortgagor has lawful authority to convey, mortgage and encumber the same as provided by this Mortgage, and does hereby so warrant.

2. **Payment of Taxes and Liens.** Mortgagor shall pay all taxes, assessments, liens, levies, liabilities, obligations and encumbrances of every nature and kind whether now or hereafter imposed, levied or assessed on the Mortgaged Property, this Mortgage or the indebtedness secured hereby. All such payments shall be made when due and payable before they become delinquent and before any interest attaches or any penalty is incurred. Insofar as any such lien or encumbrance is of record the same shall be promptly satisfied or released and evidence of such satisfaction or release shall be given to Mortgagee. Mortgagee may at its option require Mortgagor to deposit with Mortgagee on the first day of each month, in addition to making payments of principal and interest, until the Note is fully paid, an amount equal to one-twelfth (1/12) of the annual taxes and assessments payable with respect to the Mortgaged Property. Such deposits shall not be, nor be deemed to be, trust funds, but may be commingled with the general funds of Mortgagee, and no interest shall be payable in respect thereof. Upon demand by Mortgagee, Mortgagor shall deliver to Mortgagee such additional monies as are necessary to makeup any deficiencies in the amounts necessary to enable Mortgagee to pay such taxes and assessments when due. In the event of default under any of the terms, covenants and conditions in the Note, the Loan Agreement, this Mortgage or any other instrument securing the Note to be performed or observed by Mortgagor, Mortgagee may apply to the reduction of the sums secured hereby, in such manner as Mortgagee shall determine, any amount under this paragraph remaining to Mortgagor's credit.

3. **Insurance.** Mortgagor shall keep the improvements now existing or hereafter erected on the Mortgaged Property and all parts of the Mortgaged Property insured as may

Prepared by and After Recording Return to:
R. Jeffrey Boll, P.A. for
SETCO Services, LLC
14620 Perdido Key Drive
Pensacola Florida 32507

200645

Parcel ID No. 14-3S-1034-008-003

(SPACE ABOVE RESERVED FOR CLERK USE)

MORTGAGE AND SECURITY AGREEMENT

STATE OF FLORIDA
COUNTY OF ESCAMBIA

This Mortgage and Security Agreement, made this the 19th day of July, 2013, by
Monty Warren and Lara Warren, husband and wife, whose address is: 209 Ducharme
Lane, Lafayette, LA 70503 (hereinafter referred to as "Mortgagor"),

to **Pacific Acceptance Corp.**, whose address is: 4895 Johnston Street, Lafayette, LA 70503,
(hereinafter referred to as "Mortgagee").

Witnesseth:

WHEREAS, Mortgagor is indebted to Mortgagee in the principal sum of **THREE HUNDRED AND FORTY THOUSAND and 00/100 DOLLARS (\$340,000.00)** together with interest thereon, as evidenced by that certain promissory note of even date herewith, executed by Mortgagor and delivered to Mortgagee, the final payment of which if not sooner called by Mortgagee is due on or before the date as stated therein, (the "Note" which term includes any modification, renewal, extension or alteration thereof), which by reference is made a part hereof to the same extent as though set out in full herein;

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

I. The Mortgaged Property

(A) All of the land legally described as follows:

Condominium Unit: 308-A, Florencia, a Condominium, all as set forth in the Declaration of Condominium and the exhibits attached thereto and forming a part thereof, as recorded in Official Records Book 5810, Page 1, of the Public Records of Escambia County, Florida, and as may be amended from time to time, together with all of its appurtenances according to the Declaration of Condominium. Subject, however, to all of the provisions of the Declaration of Condominium.

The same to have and to hold, together with each and every tenement, hereditament, easement, right, power, privilege, immunity and appurtenance thereunto belonging or in anywise appertaining and the reversion and reversions, remainder and remainders, and also the estate, right, title, interest, homestead, right of dower, separate estate, property, possession and claim whatsoever in law as well as in equity of Mortgagor of, in and to the same in every part and parcel thereof unto Mortgagee in fee simple.

(B) (i) all personal property and fixtures now or hereafter affixed to or located on the property described in paragraph (A) hereof which is deemed to be fixtures and a part of the real property under applicable law; (ii) all articles or personal property and all materials

IN WITNESS WHEREOF, the Assignor has hereunto set their hands and seals this 30
day of ~~July~~ ^{September} ~~2014~~ ^{WN}.

Witness No. 1 Signature: Candice Foret
Printed Name: Candice Foret

Witness No. 2 Signature: Amy French
Printed Name: Amy French

Michael A. Bosarge
Michael A. Bosarge

STATE OF MS

COUNTY OF Jackson

The foregoing instrument was acknowledged before me this 30 day of ~~July~~ ^{September} ~~2014~~ ^{WN}, by **Michael A. Bosarge** who is personally known to me or who has produced a driver's license as photo identification.



Nicole C Huyett
Notary Public
Print Name: Nicole C Huyett
My Commission Expires: 10-13-17

2. Assignor warrants and represents that they have the full right and authority to make this assignment, and that the parking space and storage space assigned herein is free and clear of any lien or encumbrance that might prevent the use, benefit and enjoyment of Assignee, and that no prior assignment or pledge of the parking space and storage space has been previously made by Assignor; and

3. Assignors do herein acknowledge payment in full and accept the consideration as sufficient for said assignment; and

4. Assignee hereby agrees to assume the maintenance fee, if any, as of the date of this assignment; and

IN WITNESS WHEREOF, the Assignor has hereunto set their hands and seals this 30 day of ~~July~~, 2014. September WNV

Witness No. 1 Signature: Candice Foret
Printed Name: Candice Foret

Witness No. 2 Signature: Amy French
Printed Name: Amy French

Charlene W. Bosarge
Charlene W. Bosarge

STATE OF MS

COUNTY OF Jackson

The foregoing instrument was acknowledged before me this 30 day of ~~July~~, 2014, by September WNV **Charlene W. Bosarge** who is personally known to me or who has produced a driver's license as photo identification.



Nicole C. Huyett
Notary Public
Print Name: Nicole C. Huyett
My Commission Expires: 10-13-17

This Instrument Prepared:

R. Jeffrey Boll, P.A.
14620 Perdido Key Dr. Suite 100
Pensacola, FL 32507

Property Appraisers Parcel I.D. (Folio) Number(s):

14-3S-32-1034-069-011 (PK-34)

14-3S-32-1034-025-011 (ST-122)

ASSIGNMENT OF LIMITED COMMON ELEMENT PARKING SPACE AND STORAGE SPACE

STATE OF FLORIDA

COUNTY OF ESCAMBIA

THIS AGREEMENT, entered into by and between **Michael A. Bosarge and Charlene W. Bosarge**, husband and wife, whose address is 815 Grant Ave., Pascagoula, MS 39567 hereinafter referred to as "**Assignor**", and **Monty Warren and Lara Warren**, whose address is 209 Ducharme Lane, Lafayette, LA 70503, hereinafter referred to as "**Assignee**."

WHEREAS, Assignor is the owner or beneficial use assignee of a parking space and storage space previously acquired from Charles Uhlich and assigned to Assignor, and

WHEREAS, Assignor desires to assign to Assignee their beneficial right of use and enjoyment of said parking space and storage space located at Florencia, a Condominium for the benefit of Assignee's real property located at 14900 River Road, Unit 308, Florencia, a Condominium, Pensacola, FL 32507 in Escambia County, Florida, and

WHEREAS, the parties desire to set forth more fully herein the terms and conditions of this assignment; and

NOW, THEREFORE, in consideration of the mutual covenants herein contained and the purchase price paid, the receipt of which is herein acknowledged, the parties do hereby agree as follows:

1. Assignor, pursuant to Florencia, a Condominium, does herein assign the beneficial right of use and enjoyment of the parking space and storage space, without warranty, to Assignee for the use, benefit and enjoyment of Assignee, which parking space is more particularly describes as follows:

Covered Parking Space #34 (PK-34) and Storage Space #122 (ST-122) of Florencia Condominium, per the Declaration of Condominium in OR Book 5810, Page 1, of the public records of Escambia County, Florida.

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

Signed, sealed and delivered in our presence:

Witness No. 1 Signature: April Stanfield
Printed Name: April Stanfield

Witness No. 2 Signature: Beana Childs
Printed Name: Beana Childs

Donald Clyde Barnes
Donald Clyde Barnes

Judith Bryant Barnes
Judith Bryant Barnes

STATE OF ALABAMA
COUNTY OF Baldwin

The foregoing instrument was acknowledged before me this the 18th day of July, 2013, by Donald Clyde Barnes and Judith Bryant Barnes, husband and wife, who are known to me or who have produced Alabama Drivers License as photo identification.

(AFFIX NOTARY SEAL HERE)

Lisha M. Klumpp
Notary Public
Printed Name: Lisha Klumpp
My Commission Expires: _____

My Commission Expires
09/08/2014



Return to: **R. Jeffrey Boll**
Name: **SETCO Services, LLC - Perdido Key**
Address: **14620 Perdido Key Dr. Suite 100**
Pensacola, FL 32507

This Instrument Prepared:
R. Jeffrey Boll
SETCO Services, LLC - Perdido Key
14620 Perdido Key Dr. Suite 100
Pensacola, FL 32507

Documentary Stamp Taxes were collected in the amount of
(\$2,975.00) based on the purchase price amount of
(\$425,000.00).

as a necessary incident to the fulfillment of conditions
contained in a title insurance commitment issued by it.

Property Appraisers Parcel I.D. (Folio) Number(s): **14-3S-32-1034-008-003**
File No: **P00645**

WARRANTY DEED

STATE OF FLORIDA

COUNTY OF ESCAMBIA

This Warranty Deed Made **July 19, 2013**, by **Donald Clyde Barnes and Judith Bryant Barnes, husband and wife**, hereinafter referred to as the Grantor, whose post office address is: **134 Clubhouse Drive, Fairhope, AL 36532**, to

Monty Warren and Lara Warren, husband and wife, hereinafter referred to as the Grantee, whose post office address is: **209 Ducharme Lane, Lafayette, LA 70503**.

WITNESSETH: That said Grantor, for and in consideration of the sum of \$10.00 Dollars and other valuable consideration, the 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:

Condominium Unit: 308-A,

Florencia, a Condominium, all as set forth in the Declaration of Condominium and the exhibits attached thereto and forming a part thereof, as recorded in Official Records Book 5810, Page 1, of the Public Records of Escambia County, Florida, and as may be amended from time to time, together with all of its appurtenances according to the Declaration of Condominium. Subject, however, to all of the provisions of the Declaration of Condominium.

Said property is not the homestead property of the Grantor(s) under the laws and constitution of the State of Florida in that neither Grantor(s) nor any member of the household of Grantor(s) reside thereon.

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 January 1, 2013, reservations, restrictions and easements of record, if any.

(The terms "Grantor" and "Grantee" herein shall be construed to include all genders and singular or plural as the context indicates.)

PROPERTY INFORMATION REPORT

January 22, 2023

Tax Account #:10-3581-125

LEGAL DESCRIPTION EXHIBIT "A"

**UNIT 308 FLORENCIA CONDOMINIUM ALSO .016896 INT IN COMMON ELEMENTS OR 7049 P
1058 SEC 14/16/27/34/35 T3S R32W**

SECTION 14, TOWNSHIP 3 S, RANGE 32 W

TAX ACCOUNT NUMBER 10-3581-125(0423-31)

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

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

CERTIFICATION: TITLE SEARCH FOR TDA

TAX DEED SALE DATE: APR 3, 2023

TAX ACCOUNT #: 10-3581-125

CERTIFICATE #: 2020-6115

In compliance with Section 197.522, Florida Statutes, the following is a list of names and addresses of those persons, firms, and/or agencies having legal interest in or claim against the above-described property. The above-referenced tax sale certificate is being submitted as proper notification of tax deed sale.

YES	NO	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Notify City of Pensacola, P.O. Box 12910, 32521
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Notify Escambia County, 190 Governmental Center, 32502
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Homestead for <u>2022</u> tax year.

MONTY WARREN
LARA WARREN
209 DUCHARME LN
LAFAYETTE, LA 70503

MONTY WARREN
LARA WARREN
14900 RIVER RD 308
PENSACOLA, FL 32507


PACIFIC ACCEPTANCE CORP
4895 JOHNSTON STREET
LAFAYETTE, LA 70503

FLORENICA CONDOMINIUM ASSOCIATION, INC.
C/O PERDIDO SAND REALTY, INC.
5615 BAUER ROAD
PENSACOLA, FL 32507

FLORENICA CONDOMINIUM ASSOCIATION, INC.
14900 RIVER ROAD
PENSACOLA, FL 32507

Certified and delivered to Escambia County Tax Collector, this 22nd day of January, 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

January 22, 2023

Tax Account #: **10-3581-125**

1. The Grantee(s) of the last deed(s) of record is/are: **MONTY WARREN AND LARA WARREN**

By Virtue of Warranty Deed recorded 7/23/2013 in OR 7049/1058 Assignment of Limited Common Element Parking Space and Storage Space recorded 10/16/2014 in OR 7243/1772

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 Pacific Acceptance Corp. recorded 7/23/2013 OR 7049/1060

4. Taxes:

Taxes for the year(s) NONE are delinquent.

Tax Account #: 10-3581-125

Assessed Value: \$661,630.00

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): **FLORENCIA CONDOMINIUM 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 #: 10-3581-125 CERTIFICATE #: 2020-6115

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 28, 2002 to and including December 28, 2022 Abstractor: Stacie Wright

BY

Michael A. Campbell,
As President
Dated: January 22, 2023