



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

0324-21

Part 1: Tax Deed Application Information			
Applicant Name Applicant Address	TLGFY, LLC CAPITAL ONE, N.A., AS COLLATERAL ASSIGNEE OF TLGFY, LLC PO BOX 669139 DALLAS, TX 75266-9139	Application date	Jul 26, 2023
Property description	VIDORRETA FERNANDO SANZ POOLE JAMIE R 2501 BEVERLEY AVE APT 20 SANTA MONICA, CA 90405 611 W DEVANE ST 02-0800-000 LTS 21 22 BLK 61 ENSLEY PLAT DB 87 P 244 OR 4133 P 1346	Certificate #	2021 / 467
		Date certificate issued	06/01/2021

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)
# 2021/467	06/01/2021	395.95	19.80	415.75
→ Part 2: Total*				415.75

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)
# /					
Part 3: Total*					0.00

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)	415.75
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)	790.75

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

Sign here: <u><i>Jennifer M. Cassidy</i></u> Signature, Tax Collector or Designee	<u>Escambia, Florida</u> Date <u>August 11th, 2023</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

+ \$6.25

Part 5: Clerk of Court Certified Amounts (Lines 8-14)	
8. Processing tax deed fee	
9. Certified or registered mail charge	
10. Clerk of Court advertising, notice for newspaper, and electronic auction fees	
11. Recording fee for certificate of notice	
12. Sheriff's fees	
13. Interest (see Clerk of Court Instructions, page 2)	
14. Total Paid (Lines 8-13)	
15. Plus one-half of the assessed value of homestead property, if applicable under s. 197.502(6)(c), F.S.	
16. Statutory opening bid (total of Lines 7, 14, 15, and 16 if applicable)	
Sign here: _____ Date of sale <u>03/06/2024</u> Signature, Clerk of Court or Designee	

INSTRUCTIONS

Tax Collector (complete Parts 1-4)

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

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

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

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

Part 4: Tax Collector Certified Amounts (Lines 1-7)

Line 1, enter the total of Part 2 plus the total of Part 3 above.

Total Paid, Line 7: Add the amounts of Lines 1-6

Line 6, Interest accrued by tax collector. Calculate the 1.5 percent interest accrued from the month after the date of application through the month this form is certified to the clerk. Enter the amount to be certified to the clerk on **Line 6**. The interest calculated by the tax collector stops before the interest calculated by the clerk begins. See Section 197.542, F.S., and Rule 12D-13.060(3), Florida Administrative Code.

The tax collector's interest for redemption at the time of the tax deed application is a cost of redemption, which encompasses various percentages of interest on certificates and omitted or delinquent taxes under Section 197.502, F.S. This interest is calculated before the tax collector calculates the interest in Section 197.542, F.S.

Attach certified statement of names and addresses of persons who must be notified before the sale of the property. Send this form and any required attachments to the Clerk of Court within 10 days after it is signed.

Clerk of Court (complete Part 5)

Line 13: Interest is calculated at the rate of 1.5 percent per month starting from the first day of the month after the month of certification of this form through the last day of the month in which the sale will be held. Multiply the calculated rate by the total of **Line 7**, minus **Line 6**, plus **Lines 8** through **12**. Enter the amount on **Line 13**.

Line 14: Enter the total of Lines 8-13. Complete Lines 15-18, if applicable.

APPLICATION FOR TAX DEED

Section 197.502, Florida Statutes

512
R. 12/16

Application Number: 2300518

To: Tax Collector of ESCAMBIA COUNTY, Florida

I,
TLGFY, LLC
CAPITAL ONE, N.A., AS COLLATERAL ASSIGNEE OF TLGFY, LLC
PO BOX 669139
DALLAS, TX 75266-9139,

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
02-0800-000	2021/467	06-01-2021	LTS 21 22 BLK 61 ENSLEY PLAT DB 87 P 244 OR 4133 P 1346

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 COLLATERAL ASSIGNEE OF
TLGFY, LLC
PO BOX 669139
DALLAS, TX 75266-9139

07-26-2023
Application Date

Applicant's signature



Chris Jones Escambia County Property Appraiser

[Real Estate Search](#)

[Tangible Property Search](#)

[Sale List](#)

[Back](#)

← Nav. Mode Account Parcel ID →

[Printer Friendly Version](#)

General Information		Assessments				
Parcel ID:	1115301901021061	Year	Land	Imprv	Total	Cap Val
Account:	020800000	2023	\$12,000	\$69,253	\$81,253	\$50,618
Owners:	VIDORRETA FERNANDO SANZ POOLE JAMIE R	2022	\$12,000	\$36,571	\$48,571	\$40,476
Mail:	611 W DEVANE ST PENSACOLA, FL 32534	2021	\$8,004	\$28,793	\$36,797	\$36,797
Situs:	611 W DEVANE ST 32534	Disclaimer				
Use Code:	SINGLE FAMILY RESID	Tax Estimator				
Taxing Authority:	COUNTY MSTU	File for New Homestead Exemption Online				
Tax Inquiry:	Open Tax Inquiry Window	Report Storm Damage				
Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector						

Sales Data						2023 Certified Roll Exemptions
						None
Sale Date	Book	Page	Value	Type	Official Records (New Window)	
08/28/2020	8359	336	\$100	OT		
08/27/2020	8359	338	\$43,000	WD		
05/1997	4133	1346	\$6,000	WD		
07/1982	1660	77	\$100	CJ		
04/1968	386	291	\$100	WD		
01/1967	322	181	\$6,000	WD		
Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller						Legal Description LTS 21 22 BLK 61 ENSLEY PLAT DB 87 P 244 OR 8359 P 338
						Extra Features None

Parcel Information [Launch Interactive Map](#)

Section Map Id:
11-1S-30-2

Approx. Acreage:
0.1703

Zoned:
HDMU
HDMU

Evacuation & Flood Information
[Open Report](#)

100

70

70

70

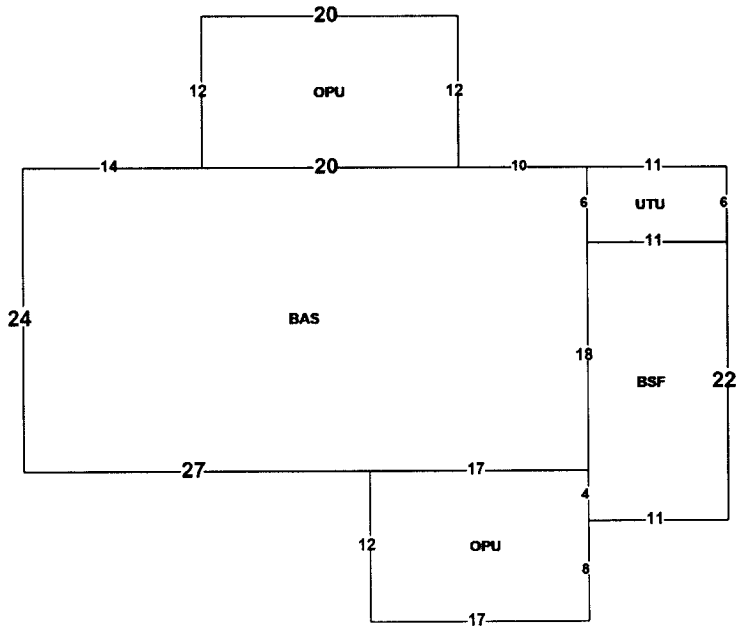
[View Florida Department of Environmental Protection \(DEP\) Data](#)

Buildings

Address: 611 W DEVANE ST, Year Built: 1958, Effective Year: 1958, PA Building ID#: 47928

Structural Elements

DECOR/MILLWORK-BELOW AVERAGE
DWELLING UNITS-1
EXTERIOR WALL-STUCCO OV BLOCK
FLOOR COVER-TILE/STAIN CONC/BRICK
FOUNDATION-WOOD/SUB FLOOR
HEAT/AIR-WALL/FLOOR FURN
INTERIOR WALL-DRYWALL-PLASTER
NO. PLUMBING FIXTURES-3
NO. STORIES-1
ROOF COVER-ENAMEL METAL
ROOF FRAMING-GABLE
STORY HEIGHT-0
STRUCTURAL FRAME-MASONRY PIL/STL



Areas - 1808 Total SF

BASE AREA - 1056
BASE SEMI FIN - 242
OPEN PORCH UNF - 444
UTILITY UNF - 66

Images



11/9/2021 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.

NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That TLGFY LLC holder of **Tax Certificate No. 00467**, issued the **1st** day of **June, A.D., 2021** has filed same in my office and has made application for a tax deed to be issued thereon. Said certificate embraces the following described property in the County of Escambia, State of Florida, to wit:

LTS 21 22 BLK 61 ENSLEY PLAT DB 87 P 244 OR 4133 P 1346

SECTION 11, TOWNSHIP 1 S, RANGE 30 W

TAX ACCOUNT NUMBER 020800000 (0324-21)

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

FERNANDO SANZ VIDORRETA and JAMIE R POOLE

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** Wednesday in the month of March, which is the **6th** day of **March 2024**.

Dated this 18th day of August 2023.

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



PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

By:
Emily Hogg
Deputy Clerk

PAM CHILDERS
 CLERK OF THE CIRCUIT COURT
 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

PAM CHILDERS, CLERK OF THE CIRCUIT COURT
Tax Certificate Redeemed From Sale
Account: 020800000 Certificate Number: 000467 of 2021

Payor: FERNANDO SANZ VIDORRETA 611 W DEVANE ST PENSACOLA, FL 32534 **Date**
 10/24/2023

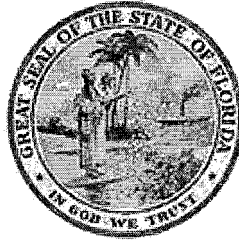
Clerk's Check #	1	Clerk's Total	\$510.72
Tax Collector Check #	1	Tax Collector's Total	\$881.89
		Postage	\$60.00
		Researcher Copies	\$0.00
		Recording	\$10.00
		Prep Fee	\$7.00
		Total Received	\$1,479.61

\$1006.10

PAM CHILDERS
 Clerk of the Circuit Court

Received By: _____
 Deputy Clerk

PAM CHILDERS
 CLERK OF THE CIRCUIT COURT
 ARCHIVES AND RECORDS
 CHILDSUPPORT
 CIRCUIT CIVIL
 CIRCUIT CRIMINAL
 COUNTY CIVIL
 COUNTY CRIMINAL
 DOMESTIC RELATIONS
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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 # 2021 TD 000467
Redeemed Date 10/24/2023

Name FERNANDO SANZ VIDORRETA 611 W DEVANE ST PENSACOLA, FL 32534

Clerk's Total = TAXDEED	\$510.72	\$ 987.10
Due Tax Collector = TAXDEED	\$891.89	
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
ESCAMBIA COUNTY, FLORIDA

Tax Deed - Redemption Calculator

Account: 020800000 Certificate Number: 000467 of 2021

Redemption No Application Date Interest Rate

	Final Redemption Payment ESTIMATED	Redemption Overpayment ACTUAL
	Auction Date <input type="text" value="3/6/2024"/>	Redemption Date <input type="text" value="10/24/2023"/>
Months	8	3
Tax Collector	<input type="text" value="\$790.75"/>	<input type="text" value="\$790.75"/>
Tax Collector Interest	\$94.89	\$35.58
Tax Collector Fee	<input type="text" value="\$6.25"/>	<input type="text" value="\$6.25"/>
Total Tax Collector	\$891.89	<input type="text" value="\$832.58"/> 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	\$54.72	\$20.52
Total Clerk	\$510.72	<input type="text" value="\$476.52"/>
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	\$1,479.61	\$1,326.10
	Repayment Overpayment Refund Amount	\$153.51
Book/Page	<input type="text" value="9028"/>	<input type="text" value="631"/>

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 9028, Page 631, of Escambia County, for the tax certificate, tax deed, and property described below:

Tax Certificate No. Certificate No. 00467, issued the 1st day of June, A.D., 2021

TAX ACCOUNT NUMBER: **020800000 (0324-21)**

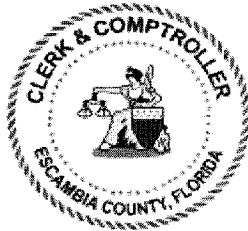
DESCRIPTION OF PROPERTY:

LTS 21 22 BLK 61 ENSLEY PLAT DB 87 P 244 OR 4133 P 1346

SECTION 11, TOWNSHIP 1 S, RANGE 30 W

NAME IN WHICH ASSESSED: FERNANDO SANZ VIDORRETA and JAMIE R POOLE

Dated this 24th day of October 2023.



PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

By:
Emily Hogg
Deputy Clerk



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 #: 02-0800-000 CERTIFICATE #: 2021-467

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 18, 2003 to and including December 18, 2023 Abstractor: Vicki Campbell

BY

Michael A. Campbell,
As President
Dated: December 20, 2023

PROPERTY INFORMATION REPORT
CONTINUATION PAGE

December 20, 2023

Tax Account #: **02-0800-000**

1. The Grantee(s) of the last deed(s) of record is/are: **JAMIE R. POOLE AND FERNANDO SANZ VIDORRETA**

By Virtue of Warranty Deed recorded 8/28/2020 in OR 8359/338

ABTRACTOR'S NOTE: THEY ARE NOW DIVORCED BUT NO MARITAL SETTLEMENT AGREEMENT OR DEED HAVE BEEN RECORDED IN THE OFFICIAL RECORDS DIVORCE IS RECORDED IN OR 9023/375.

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 US Small Business Administration recorded 04/05/2021 – OR 8499/505**
 - b. **MSBU Lien in favor of Escambia Couny recorded 10/01/1998 – OR 4312/1642**
 - c. **Certificate of Delinquency recorded 02/18/2005 – OR 5579/973**

4. Taxes:

Taxes for the year(s) NONE are delinquent.

Tax Account #: 02-0800-000

Assessed Value: \$50,618.00

Exemptions: NONE

5. We find the following HOA names in our search (if a condominium, the condo docs book and page are included for your review): **NONE**

Payment of any special liens/assessments imposed by City, County, and/or State.

Note: Escambia County and/or local municipalities may impose special liens/assessments. These liens/assessments are not discovered in a title search or shown above. These special assessments typically create a lien on real property. The entity that governs subject property must be contacted to verify payment status.

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

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

CERTIFICATION: TITLE SEARCH FOR TDA

TAX DEED SALE DATE: _____ **MAR 6, 2024**
TAX ACCOUNT #: _____ **02-0800-000**
CERTIFICATE #: _____ **2021-467**

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

YES	NO	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Notify City of Pensacola, P.O. Box 12910, 32521
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Notify Escambia County, 190 Governmental Center, 32502
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Homestead for <u>2023</u> tax year.

**FERNANDO SANZ VIDORRETA
AND JAMIE R POOLE
2501 BEVERLEY AVE APT 20
SANTA MONICA, CA 90405**

**FERNANDO SANZ VIDORRETA
AND JAMIE R POOLE
611 W DEVANE ST
PENSACOLA, FL 32534**

**US SMALL BUSINESS ADMINISTRATION
2 NORTH 20TH ST SUITE 320
BIRMINGHAM, AL 35203**

**DOR CHILD SUPPORT DOMESTIC RELATIONS
3670B NORTH "L" ST
PENSACOLA, FL 32505**

**CLERK OF CIRCUIT COURT
DIVISION ENFORCEMENT
1800 WEST ST MARYS ST
PENSACOLA, FL 32501**

**Certified and delivered to Escambia County Tax Collector, this 20th day of December, 2023.
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

December 20, 2023

Tax Account #:02-0800-000

**LEGAL DESCRIPTION
EXHIBIT "A"**

LTS 21 22 BLK 61 ENSLEY PLAT DB 87 P 244 OR4133 P 1346

SECTION 11, TOWNSHIP 1 S, RANGE 30 W

TAX ACCOUNT NUMBER 02-0800-000(0324-21)

THIS INSTRUMENT PREPARED BY AND RETURN TO:

Allure Title Company
1307 E. Cervantes St
Pensacola, FL 32501

Property Appraisers Parcel Identification (Folio) Numbers: 111S301901021061

_____Space Above This Line For Recording Data_____

General Warranty Deed

THIS WARRANTY DEED, made the 27th day of August 2020 by
Ernest Stewart Jr and Judy Stewart, husband and wife

whose post office address is 611 W. Devane St Pensacola, FL 32534

herein called the grantors, to

Jamie R. Poole and Fernando Sanz Vidorreta, wife and husband

whose post office address is 2501 Beverley Ave Apt 20 Santa Monica, CA 90405

hereinafter called the Grantee:

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

This is a Homestead Property for the Grantors

WITNESSETH: That the grantors, for and in consideration of the sum of TEN AND 00/100'S (\$10.00) Dollars 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, State of Florida, viz.:

LEGAL:

LOTS (21) TWENTY ONE AND (22) TWENTY TWO, BLOCK (61) SIXTY ONE, ENSLEY, SECTION ELEVEN (11), TOWNSHIP 1 SOUTH, RANGE 30 WEST, FIGLAND PARK SUBDIVISION, AS RECORDED IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

Subject to easements and restrictions of record.

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 grantors hereby covenant with said grantee that the grantors are lawfully seized of said land in fee simple; that the grantors have good right and lawful authority to sell and convey said land, and hereby warrant 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, 2019.

IN WITNESS WHEREOF, the said grantors have signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

[Signature]
Witness #1 Signature

[Signature]
Witness #1 Printed Name

B. G. G. G.
Witness #2 Signature

Bethany G. G.
Witness #2 Printed Name

[Signature]
Ernest Stewart Jr

[Signature]
Judy Stewart

STATE OF Florida
COUNTY OF Escambia

The foregoing instrument was acknowledged before me by means of () physical presence or
() online notarization, this 27th day of August, 2020 by:
Ernest Stewart Jr
Judy Stewart

who are personally known to me or have produced DL as identification and did (did
not) take an oath.

Seal:



[Signature]
Notary Public

Jennifer Spain
Printed Notary Name

MAIL ANY NOTICE OF DEFAULT TO:
U.S. SMALL BUSINESS ADMINISTRATION
2 North 20th Street, Suite 320
Birmingham, AL 35203

THIS INSTRUMENT PREPARED BY AND
WHEN RECORDED MAIL TO:
ANDREW NEUBAUER, Attorney
U.S. SMALL BUSINESS ADMINISTRATION
14925 Kingsport Road
Fort Worth, TX 76155-2243
(800) 366-6303

JAMIE POOLE, et al
2001412176-Mod1 / DLH 9118518204

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MORTGAGE (Direct)

This mortgage made and entered into this **22nd** day of **November, 2020**, by and between **FERNANDO SANZ VIDORRETA, AND JAMIE POOLE, WHO ACQUIRED TITLE AS JAMIE R. POOLE, HUSBAND AND WIFE, 611 W DEVANE ST, PENSACOLA, FL 32534** (hereinafter referred to as mortgagor) and the Administrator of the U.S. Small Business Administration, an agency of the Government of the United States of America (hereinafter referred to as mortgagee), who maintains an office and place of business at **2 North 20th Street, Suite 320, Birmingham, AL 35203**.

WITNESSETH, that for the consideration hereinafter stated, receipt of which is hereby acknowledged, the mortgagor does hereby mortgage, sell, grant, assign, and convey unto the mortgagee, his successors and assigns, all of the following described property situated and being in the County of **ESCAMBIA**, State of Florida.

Described in Exhibit "A" attached hereto and made a part hereof.

It is hereby agreed between the parties hereto, that if the mortgagor, subsequent to the date of this mortgage, conveys, contracts, or attempts to sell the above described mortgaged property in any way or manner whatsoever, while said property is mortgaged to the mortgagee, and without the written consent of the mortgagee, then and in such event the whole sum of principal and interest of the debt secured by this mortgage shall, at the option of the mortgagee, become immediately due and payable, and this mortgage may be foreclosed at once if said debt is not paid in full.

"This transaction is exempt from the Florida Intangible Tax since a governmental agency is holder of the indebtedness."

Together with and including all buildings, all fixtures including but not limited to all plumbing, heating, lighting, ventilating, refrigerating, incinerating, air conditioning apparatus, and elevators (the mortgagor hereby declaring that it is intended that the items herein enumerated shall be deemed to have been permanently installed as part of the realty), and all improvements now or hereafter existing thereon; the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise appertaining, and the reversion and

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reversions, remainder and remainders, all rights of redemption, and the rents, issues, and profits of the above described property (provided, however, that the mortgagor shall be entitled to the possession of said property and to collect and retain the rents, issues, and profits until default hereunder). To have and to hold the same unto the mortgagee and the successors in interest of the mortgagee forever in fee simple or such other estate, if any, as is stated herein.

FOR THE PURPOSE OF SECURING: (1) Payment of the principal and interest as set forth above; (2) Payment of any and all obligations and liability, which are now due or may hereafter become due from Mortgagor; (3) Performance of each agreement of Mortgagor hereincontained; (4) Payment of all sums to be paid to Mortgagee pursuant to the terms hereof.

The mortgagor covenants that he is lawfully seized and possessed of and has the right to sell and convey said property; that the same is free from all encumbrances except as hereinabove recited; and that he hereby binds himself and his successors in interest to warrant and defend the title aforesaid thereto and every part thereof against the claims of all persons whomsoever.

This instrument is given to secure the payment of a promissory note dated **November 22, 2020** in the principal sum of **\$89,900.00** and maturing on **November 22, 2035**.

1. The mortgagor covenants and agrees as follows:

a. He will promptly pay the indebtedness evidenced by said promissory note at the times and in the manner therein provided.

b. He will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefore to the said mortgagee.

c. He will pay such expenses and fees as may be incurred in the protection and maintenance of said property, including the fees of any attorney employed by the mortgagee for the collection of any or all of the indebtedness hereby secured, or for foreclosure by mortgagee's sale, or court proceedings, or in any other litigation or proceeding affecting said premises. Attorneys' fees reasonably incurred in any other way shall be paid by the mortgagor.

d. For better security of the indebtedness hereby secured, upon the request of the mortgagee, its successors or assigns, he shall execute and deliver a supplemental mortgage or mortgages covering any additions, improvements, or betterments made to the property hereinabove described and all property acquired by it after the date hereof (all in form satisfactory to mortgagee). Furthermore, should mortgagor fail to cure any default in the payment of a prior or inferior encumbrance on the property described by this instrument, mortgagor hereby agrees to permit mortgagee to cure such default, but mortgagee is not obligated to do so; and such advances shall become part of the indebtedness secured by this instrument, subject to the same terms and conditions.

e. The rights created by this conveyance shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness evidenced by said promissory note or any part thereof secured hereby.

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f. He will continuously maintain hazard insurance, of such type or types and in such amounts as the mortgagee may from time to time require on the improvements now or hereafter on said property, and will pay promptly when due any premiums therefor. All insurance shall be carried in companies acceptable to mortgagee and the policies and renewals thereof shall be held by mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the mortgagee. In event of loss, mortgagor will give immediate notice in writing 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 payment for such loss directly to mortgagee instead of to mortgagor and mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged or destroyed. In event of foreclosure of this mortgage, or other transfer of title to said property in extinguishment of the indebtedness secured hereby, all right, title, and interest of the mortgagor in and to any insurance policies then in force shall pass to the purchaser or mortgagee or, at the option of the mortgagee, may be surrendered for a refund.

g. He will keep all buildings and other improvements on said property in good repair and condition; will permit, commit, or suffer no waste, impairment, deterioration of said property or any part thereof; in the event of failure of the mortgagor to keep the buildings on said premises and those erected on said premises, or improvements thereon, in good repair, the mortgagee may make such repairs as in its discretion it may deem necessary for the proper preservation thereof; and the full amount of each and every such payment shall be immediately due and payable and shall be secured by the lien of this mortgage.

h. He will not voluntarily create or permit to be created against the property subject to this mortgage any lien or liens inferior or superior to the lien of this mortgage without the written consent of the mortgagee; and further, he will keep and maintain the same free from the claim of all persons supplying labor or materials for construction of any and all buildings or improvements now being erected or to be erected on said premises.

i. He will not rent or assign any part of the rent of said mortgaged property or demolish, or remove, or substantially alter any building without the written consent of the mortgagee.

j. All awards of damages in connection with any condemnation for public use of or injury to any of the property subject to this mortgage are hereby assigned and shall be paid to mortgagee, who may apply the same to payment of the installments last due under said note, and mortgagee is hereby authorized, in the name of the mortgagor, to execute and deliver valid acquittances thereof and to appeal from any such award.

k. The mortgagee shall have the right to inspect the mortgaged premises at any reasonable time.

2. Default in any of the covenants or conditions of this instrument or of the note or loan agreement secured hereby shall terminate the mortgagor's right to possession, use, and enjoyment of the property, at the option of the mortgagee or his assigns (it being agreed that the mortgagor shall have such right until default). Upon any such default, the mortgagee shall become the owner of all of the rents and profits accruing after default as security for the indebtedness secured hereby, with the right to enter upon said property for the purpose of collecting such rents and profits. This instrument shall operate as an assignment of any rentals on said property to that extent.

3. The mortgagor covenants and agrees that if he shall fail to pay said indebtedness or any part thereof when due, or shall fail to perform any covenant or agreement of this instrument or the promissory note secured hereby, the entire indebtedness hereby secured shall immediately become due, payable, and collectible

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without notice, at the option of the mortgagee or assigns, regardless of maturity, and the mortgagee or his assigns may before or after entry sell said property without appraisal (the mortgagor having waived and assigned to the mortgagee all rights of appraisal):

(I) at judicial sale pursuant to the provisions of 28 U.S.C. 2001 (a); or

(II) at the option of the mortgagee, either by auction or by solicitation of sealed bids, for the highest and best bid complying with the terms of sale and manner of payment specified in the published notice of sale, first giving four weeks' notice of the time, terms, and place of such sale, by advertisement not less than once during each of said four weeks in a newspaper published or distributed in the county in which said property is situated, all other notice being hereby waived by the mortgagor (and said mortgagee, or any person on behalf of said mortgagee, may bid with the unpaid indebtedness evidenced by said note). Said sale shall be held at or on the property to be sold or at the Federal [, county, or city/or Commonwealth] courthouse for the county in which the property is located. The mortgagee is hereby authorized to execute for and on behalf of the mortgagor and to deliver to the purchaser at such sale a sufficient conveyance of said property, which conveyance shall contain recitals as to the happening of the default upon which the execution of the power of sale herein granted depends; and the said mortgagor hereby constitutes and appoints the mortgagee or any agent or attorney of the mortgagee, the agent and attorney in fact of said mortgagor to make such recitals and to execute said conveyance and hereby covenants and agrees that the recitals so made shall be effectual to bar all equity or right of redemption, homestead, dower, and all other exemptions of the mortgagor, all of which are hereby expressly waived and conveyed to the mortgagee; or

(III) take any other appropriate action pursuant to state or Federal statute either in state or Federal court or otherwise for the disposition of the property.

In the event of a sale as hereinabove provided, the mortgagor or any person in possession under the mortgagor shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale or be summarily dispossessed, in accordance with the provisions of law applicable to tenants holding over. The power and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise, and are granted as cumulative to the remedies for collection of said indebtedness provided by law.

4. The proceeds of any sale of said property in accordance with the preceding paragraphs shall be applied first to pay the costs and expenses of said sale, the expenses incurred by the mortgagee for the purpose of protecting or maintaining said property, and reasonable attorneys' fees; secondly, to pay the indebtedness secured hereby; and thirdly, to pay any surplus or excess to the person or persons legally entitled thereto.

5. In the event said property is sold at a judicial foreclosure sale or pursuant to the power of sale hereinabove granted, and the proceeds are not sufficient to pay the total indebtedness secured by this instrument and evidenced by said promissory note, the mortgagee will be entitled to a deficiency judgment for the amount of the *deficiency without regard to appraisal*.

6. In the event the mortgagor fails to pay any Federal, state, or local tax assessment, income tax or other tax lien, charge, fee, or other expense charged against the property, the mortgagee is hereby authorized at his option to pay the same. Any sums so paid by the mortgagee shall be added to and become a part of the principal amount of the indebtedness evidenced by said note, subject to the same terms and conditions. If the mortgagor shall pay and discharge the indebtedness evidenced by said promissory note, and shall pay such sums and

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shall discharge all taxes and liens and the costs, fees, and expenses of making, enforcing, and executing this mortgage, then this mortgage shall be canceled and surrendered.

7. The covenants herein contained shall bind and the benefits and advantages shall inure to the respective successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

8. No waiver of any covenant herein or of the obligation secured hereby shall at any time thereafter be held to be a waiver of the terms hereof or of the note secured hereby.

9. In compliance with section 101.106 of the Rules and Regulations of the U.S. Small Business Administration [13 C.F.R. 101.106], this instrument is to be construed and enforced in accordance with applicable Federal law. This Mortgage is to be construed and enforced in accordance with Federal law. Mortgagor hereby waives any rights or immunity purportedly conferred by Commonwealth law limiting Mortgagee's right to a deficiency judgement after either a judicial foreclosure or a foreclosure under the power of sale referred to above.

10. A judicial decree, order, or judgment holding any provision or portion of this instrument invalid or unenforceable shall not in any way impair or preclude the enforcement of the remaining provisions or portions of this instrument.

11. Any written notice to be issued to the mortgagor pursuant to the provisions of this instrument shall be addressed to the mortgagor at **611 W DEVANE ST, PENSACOLA, FL 32534** and any written notice to be issued to the mortgagee shall be addressed to the mortgagee at 2 North 20th Street, Suite 320, Birmingham, AL 35203.

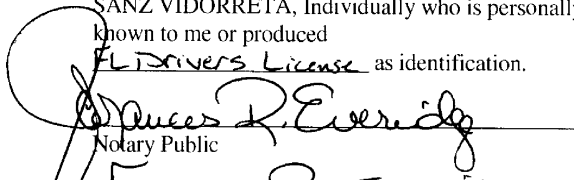
If any one or more of the provisions contained in this Mortgage shall for any reason be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Mortgage.

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IN WITNESS WHEREOF, the mortgagor has executed this instrument and the mortgagee has accepted delivery of this instrument as of the day and year aforesaid.

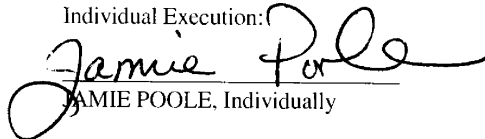
STATE OF FLORIDA
COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 31st day of MARCH, 2021, by JAMIE POOLE, Individually and FERNANDO SANZ VIDORRETA, Individually who is personally known to me or produced FL Drivers License as identification.

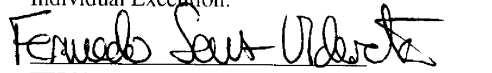

Notary Public
Frances R. Everidge
Notary Public Printed Name

My Commission Expires: Dec. 26, 2023

Individual Execution:


JAMIE POOLE, Individually

Individual Execution:


FERNANDO SANZ VIDORRETA, Individually

Frances R. Everidge
Notary Public, State of Florida



Comm. Expires Dec. 26, 2023
Comm. No. GG 920047

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EXHIBIT "A"

ALL THAT CERTAIN LAND SITUATE IN CITY OF PENSACOLA, ESCAMBIA COUNTY, STATE OF FLORIDA, VIZ.: LOTS (21) TWENTY ONE AND (22) TWENTY TWO, BLOCK (61) SIXTY ONE, ENSLEY, SECTION ELEVEN (11), TOWNSHIP 1 SOUTH RANGE 30 WEST, FIGLAND PARK SUBDIVISION, AS RECORDED IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

More commonly known as: **611 W DEVANE ST, PENSACOLA, FL 32534**

OR BK 4312 PG1642
Escambia County, Florida
INSTRUMENT 98-525416

RCD Oct 01, 1998 02:51 pm
Escambia County, Florida

NOTICE OF LIEN

STATE OF FLORIDA
COUNTY OF ESCAMBIA

Ernie Lee Magaha
Clerk of the Circuit Court
INSTRUMENT 98-525416

FIRE PROTECTION MUNICIPAL SERVICE BENEFIT UNIT (MSBU)

Re: STEWART ERNEST JR
8610 WALNUT AVE
PENSACOLA FL 32514

ACCT.NO. 02 0800 000 000
AMOUNT \$386.20

THIS Notice of Lien is hereby filed pursuant to Section 1-15-63 of the Escambia County, Florida Code of Ordinances for delinquent annual assessments for fiscal years prior to and including September 30, 1998 plus a 10% penalty charge against real property, more particularly described as:

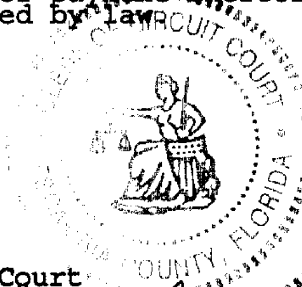
LTS 21 22 BLK 61
ENSLEY PLAT DB 87 P 244
OR 386 P 291
CASE #82-317-CP-03
OR 4133 P 1346

PROP.NO. 11 1S 30 1901 021 061

filed in the public records of Escambia County. This constitutes a lien against the property identified above until discharged and satisfied by payment to the Clerk of the Circuit Court of the lien, plus penalties, in the total amount of \$386.20. Evidence of discharge and satisfaction of this lien can be recorded in the public records of Escambia County, Florida by the Clerk of the Circuit Court.

This lien shall not be assigned to any person. Until fully satisfied by payment, discharged or barred by law, this lien shall remain equal in rank and dignity with the liens of all state, county, district or municipal taxes and special assessments and superior in rank and dignity to all other subsequently filed liens, encumbrances, titles and claims in, to, or against the property. This lien may be enforced at any time by the Board of County Commissioners subsequent to the date of recording of this Notice of Lien for the amount due under the recorded lien, including all penalties, plus costs and a reasonable attorney's fee by proceedings in a court of equity to foreclose liens in the manner in which a mortgage lien is foreclosed or under the provisions of Chapter 173, Florida Statutes or the collection and enforcement of payments thereof may be accomplished by any other method authorized by law.

Date: 09/04/1998



Ernie Lee Magaha
Clerk of the Circuit Court
by *Wanda M. McBrearty*
Wanda M. McBrearty
Deputy Finance Director

Ernie Lee Magaha
Clerk of the Circuit Court

by *Jeorganne Donnelly*
Jeorganne Donnelly
Deputy Clerk

