

APPLICATION FOR TAX DEED

Section 197.502, Florida Statutes

512
R. 12/16

Application Number: 2300291

To: Tax Collector of ESCAMBIA COUNTY, Florida

I,

ATCF II FLORIDA-A, LLC
PO BOX 69239
BALTIMORE, MD 21264-9239,

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
04-0889-000	2021/1343	06-01-2021	N1/2 OF FOLLOWING DESCRIBED PROPERTY BEG AT INTER OF S LI OF SEC AND W R/W LI OF FRISCO RR W ALG S LI OF SEC 437 FT N PARL TO FRISCO RR 966 FT TO PROPERTY OF E E BOONE E ALG S LI OF BOONE PROPERTY 437 FT TO W R/W LI OF RR S ALG R/W LI 966 FT TO POB LESS W 33 FT FOR ROAD DB 521 P 165 LESS OR 4345 P 728 LIVE OAK MOBILE HOME ESTATES INC

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
ATCF II FLORIDA-A, LLC
PO BOX 69239
BALTIMORE, MD 21264-9239

04-26-2023
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>02/07/2024</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.

N1/2 OF FOLLOWING DESCRIBED PROPERTY BEG AT INTER OF S LI OF SEC AND W R/W LI OF FRISCO RR W ALG S LI OF SEC 437 FT N PARL TO FRISCO RR 966 FT TO PROPERTY OF E E BOONE E ALG S LI OF BOONE PROPERTY 437 FT TO W R/W LI OF RR S ALG R/W LI 966 FT TO POB LESS W 33 FT FOR ROAD DB 521 P 165 LESS OR 4345 P 728 LIVE OAK MOBILE HOME ESTATES INC



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

0224-15

Part 1: Tax Deed Application Information

Applicant Name Applicant Address	ATCF II FLORIDA-A, LLC PO BOX 69239 BALTIMORE, MD 21264-9239	Application date	Apr 26, 2023
Property description	COOK BYRON M 117 ST JOHN ST PENSACOLA, FL 32503 6354 RAMBLER DR 04-0889-000 N1/2 OF FOLLOWING DESCRIBED PROPERTY BEG AT INTER OF S LI OF SEC AND W R/W LI OF FRISCO RR W ALG S L (Full legal attached.)	Certificate #	2021 / 1343
		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)
# 2021/1343	06/01/2021	1,861.49	93.07	1,954.56
→ Part 2: Total*				1,954.56

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)
# 2022/1484	06/01/2022	2,072.25	6.25	103.61	2,182.11
Part 3: Total*					2,182.11

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

1. Cost of all certificates in applicant's possession and other certificates redeemed by applicant (*Total of Parts 2 + 3 above)	4,136.67
2. Delinquent taxes paid by the applicant	0.00
3. Current taxes paid by the applicant	1,331.41
4. Property information report fee	200.00
5. Tax deed application fee	175.00
6. Interest accrued by tax collector under s.197.542, F.S. (see Tax Collector Instructions, page 2)	0.00
7. Total Paid (Lines 1-6)	5,843.08

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: Jennifer N. Cassidy
Signature, Tax Collector or Designee

Escambia, Florida
Date May 31st, 2023

Send this certification to the Clerk of Court by 10 days after the date signed. See Instructions on Page 2

+ \$6.25



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:	391S302101002001	Year	Land	Imprv	Total	Cap Val
Account:	040889000	2022	\$55,528	\$27,837	\$83,365	\$83,365
Owners:	RAMBLING PROPERTIES OF FLORIDA INC	2021	\$55,528	\$67,793	\$123,321	\$120,615
Mail:	4400 BAYOU BOULEVARD 13-C PENSACOLA, FL 32503	2020	\$47,595	\$62,055	\$109,650	\$109,650
Situs:	6354 RAMBLER DR 32505	Disclaimer				
Use Code:	REPAIR SERVICE 	Tax Estimator				
Taxing Authority:	COUNTY MSTU	Enter Income & Expense Survey				
Tax Inquiry:	Open Tax Inquiry Window	Download Income & Expense Survey				
Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector						

Sales Data						2022 Certified Roll Exemptions	
Sale Date	Book	Page	Value	Type	Official Records (New Window)	None	
03/09/2023	8941	1794	\$100	QC		Legal Description	
12/1998	4345	728	\$100	CJ		N1/2 OF FOLLOWING DESCRIBED PROPERTY BEG AT INTER OF S LI OF SEC AND W R/W LI OF FRISCO RR W ALG S LI OF SEC 437 FT N...	
Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller						Extra Features	
						CANOPY	
						FRAME SHED	
						METAL SHED	


Parcel Information	Launch Interactive Map
Section Map Id: 39-1S-30-1 Approx. Acreage: 1.7484 Zoned: HC/LI HC/LI Evacuation & Flood Information Open Report View Florida Department of Environmental Protection (DEP) Data	

Buildings

Address: 6354 RAMBLER DR, Year Built: 1946, Effective Year: 1955, PA Building ID#: 65500

Structural Elements

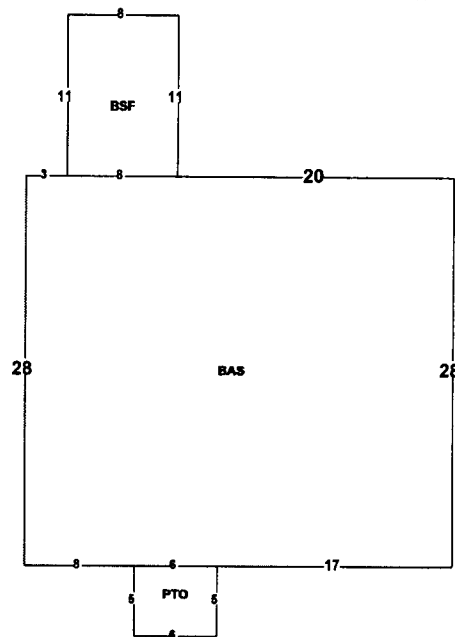
DECOR/MILLWORK-AVERAGE
DWELLING UNITS-1
EXTERIOR WALL-SIDING-BLW.AVG.
FLOOR COVER-VINYL/CORK
FOUNDATION-WOOD/SUB FLOOR
HEAT/AIR-CENTRAL H/AC
INTERIOR WALL-DRYWALL-PLASTER
INTERIOR WALL-PANEL-PLYWOOD
NO. PLUMBING FIXTURES-4
NO. STORIES-1
ROOF COVER-COMPOSITION SHG
ROOF FRAMING-GABLE
STORY HEIGHT-8
STRUCTURAL FRAME-WOOD FRAME

 **Areas - 986 Total SF**

BASE AREA - 868

BASE SEMI FIN - 88


PATIO - 30



Year Built: 1966, Effective Year: 1975, PA Building ID#: 65501

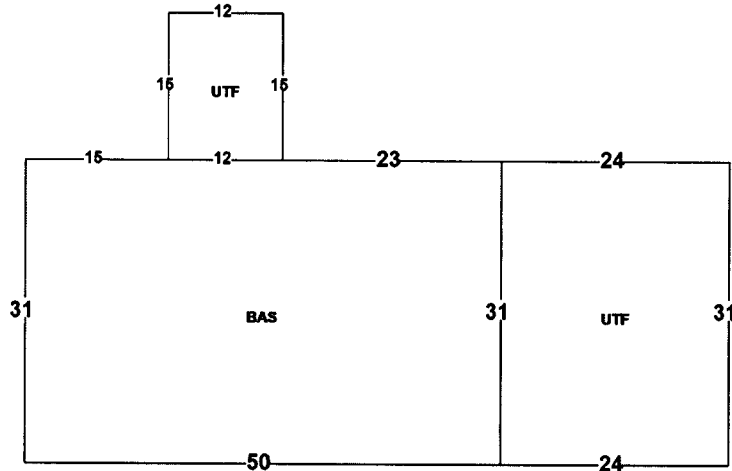
Structural Elements

DECOR/MILLWORK-AVERAGE
DWELLING UNITS-0
EXTERIOR WALL-METAL-MODULAR
FLOOR COVER-CONCRETE-FINISH
FOUNDATION-SLAB ON GRADE
HEAT/AIR-NONE
INTERIOR WALL-UNFINISHED
NO. PLUMBING FIXTURES-2
NO. STORIES-1
ROOF COVER-CORRUGATED METL
ROOF FRAMING-RIGID FRAME/BAR
STORY HEIGHT-15
STRUCTURAL FRAME-RIGID FRAME

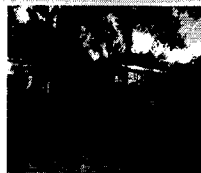
 **Areas - 2474 Total SF**

BASE AREA - 1550

UTILITY FIN - 924



Images



1/23/2023 12:00:00 AM

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

Last Updated: 06/02/2023 (tc 2078)

NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That ATCF II FLORIDA-A LLC holder of Tax Certificate No. 01343, 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:

N1/2 OF FOLLOWING DESCRIBED PROPERTY BEG AT INTER OF S LI OF SEC AND W R/W LI OF FRISCO RR W ALG S LI OF SEC 437 FT N PARL TO FRISCO RR 966 FT TO PROPERTY OF E E BOONE E ALG S LI OF BOONE PROPERTY 437 FT TO W R/W LI OF RR S ALG R/W LI 966 FT TO POB LESS W 33 FT FOR ROAD DB 521 P 165 LESS OR 4345 P 728 LIVE OAK MOBILE HOME ESTATES INC

SECTION 39, TOWNSHIP 1 S, RANGE 30 W

TAX ACCOUNT NUMBER 040889000 (0224-15)

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

BYRON M COOK

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 February, which is the **7th** day of February 2024.

Dated this 2nd day of June 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



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 #: 04-0889-000 CERTIFICATE #: 2021-1343

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: October 30, 2003 to and including October 30, 2023 Abstractor: Pam Alvarez

BY

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

PROPERTY INFORMATION REPORT
CONTINUATION PAGE

November 20, 2023

Tax Account #: **04-0889-000**

1. The Grantee(s) of the last deed(s) of record is/are: **RAMBLING PROPERTIES OF FLORIDA INC**
By Virtue of Quitclaim Deed recorded 3/9/2023 in OR 8941/1794
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 Foundation Financial Services Inc recorded 10/4/2006 OR 6005/47 as further assigned to Loren F Bjornson TTEE FBO the Loren F Bjornson Family Revocable Trust by Collateral Assignment recorded 1/19/2007 OR 6071/183 and further assigned to Loren Fred Bjornson as sole Trustee of the Bjornson Non-Marital Trust arising under instrument dated July 30, 1996 by Collateral Assignment recorded 10/15/2008 OR 6386/1963**
 - b. **Code Enforcement Order in favor of Escambia County recorded 10/31/2022 OR 8882/756**
 - c. **Code Enforcement Order in favor of Escambia County recorded 7/17/2014 OR 7197/1379**
 - d. **Judgment in favor of SBF II LLC as assignee of Sunbridge Capital Inc recorded 6/3/2011 OR 6727/674**
 - e. **Judgment in favor of Balboa Capital Corporation recorded 8/30/2010 OR 6630/55**
 - f. **Judgment in favor of Kraus-Anderson Capital Inc recorded 4/7/2020 OR 8276/1357**
 - g. **Judgment in favor of Pawnee Leasing Corporation recorded 1/12/2010 OR 6549/340**
 - h. **Judgment in favor of C M Patel and SAI Krupa Inc recorded 10/27/2009 OR 6522/1076**
4. Taxes:

Taxes for the year(s) 2020-2022 are delinquent.
Tax Account #: 04-0889-000
Assessed Value: \$91,701.00
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: FEB 7, 2024

TAX ACCOUNT #: 04-0889-000

CERTIFICATE #: 2021-1343

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>2022</u> tax year.

RAMBLING PROPERTIES OF FLORIDA INC
AND BYRON M COOK
6354 RAMBLER DR
PENSACOLA, FL 32505

FOUNDATION FINANCIAL SERVICES INC
12671 HIGHWAY 98 FOUNTAIN PLAZA INC
SUITE 203
MIRAMAR BEACH, FL 32550

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

SBF II LLC AS ASSIGNEE OF SUNBRIDGE
CAPITAL INC
PO BOX 876679
KANSAS CITY, MO 64187

RAMBLING PROPERTIES OF FLORIDA INC
4400 BAYOU BOULEVARD 13-C
PENSACOLA, FL 32503

LOREN FRED BJORNSON AS SOLE
TRUSTEE OF THE BJORNSON
NON-MARITAL TRUST ARISING UNDER
INSTRUMENT DATED JULY 30, 1996
412 COBIA AVENUE
FORT WALTON BEACH, FL 32548-6927

BALBOA CAPITAL CORPORATION
2010 MAIN STREET 11TH FLOOR
IRVINE, CA 92614

KRAUS-ANDERSON CAPITAL INC
523 SOUTH 8TH STREET
MINNEAPOLIS, MN 55404-1078

CONTINUED FROM PAGE 3

**PAWNEE LEASING CORPORATION
700 CENTRE AVENUE
FORT COLLINS, COLORADO 80526**

**CM PATEL AND SAI KRUPA INC
4031 STEFANI ROAD
PENSACOLA, FL 32533**

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

PERDIDO TITLE & ABSTRACT, INC.

A handwritten signature in black ink, appearing to read "Michael A. Campbell", written over a horizontal line.

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

November 20, 2023

Tax Account #:04-0889-000

LEGAL DESCRIPTION EXHIBIT "A"

N1/2 OF FOLLOWING DESCRIBED PROPERTY BEG AT INTER OF S LI OF SEC AND W R/W LI OF FRISCO RR W ALG S LI OF SEC 437 FT N PARL TO FRISCO RR 966 FT TO PROPERTY OF E E BOONE E ALG S LI OF BOONE PROPERTY 437 FT TO W R/W LI OF RR S ALG R/W LI 966 FT TO POB LESS W 33 FT FOR ROAD OR 8941 P 1794 DB 521 P 165 LESS LIVE OAK MOBILE HOME ESTATES INC

SECTION 39, TOWNSHIP 1 S, RANGE 30 W

TAX ACCOUNT NUMBER 04-0889-000(0224-15)

**ABTRACTOR'S NOTE: WE CAN NOT CERTIFY LEGAL AS WRITTEN ON TAX ROLL
WITHOUT A CURRENT SURVEY.**

Recorded in Public Records 3/9/2023 4:04 PM OR Book 8941 Page 1794,
Instrument #2023018633, Pam Childers Clerk of the Circuit Court Escambia
County, FL Recording \$44.00 Deed Stamps \$0.70

Quitclaim Deed

RETURN TO: Rambling Properties Of Florida INC

ADDRESS: 4400 Bayou Boulevard, 13-C

THIS INSTRUMENT PREPARED BY: Byron M Cook, 117 St John St

AS A NECESSARY INCIDENT TO THE FULFILLMENT OF CONDITIONS CONTAINED
IN A TITLE INSURANCE COMMITMENT ISSUED BY IT.

PROPERTY APPRAISERS PARCEL IDENTIFICATION (FOLIO) NUMBER:
391S302101002001

THIS INDENTURE, made this 9th day of March, 2023, by and
between Byron M Cook, married, of 117 St John St, (the "Grantor"), and Rambling Properties
Of Florida INC, a Florida corporation, whose tax mailing address is 4400 Bayou Boulevard, 13-
C, (the "Grantee"), in the state of Florida.

WITNESSETH: that said Grantor, for and in consideration of the sum of 10.00 Dollars, and
other valuable considerations, lawful money of the United States of America, to the Grantee in

Pmc
3/9/2023

BK: 8941 PG: 1795

hand paid by the Grantee, the receipt whereof is hereby acknowledged, remises and releases, as well as quitclaims, unto the Grantee, the Grantee's heirs and assigns forever, all the rights, title, interest and claim of the Grantor in and to the following described land in Escambia County, Florida, to-wit:

N1/2 OF FOLLOWING DESCRIBED PROPERTY BEG AT INTER OF S LI OF SEC
AND W R/W LI OF FRISCO RR W ALG S LI OF SEC 437 FT N...

Being the same property conveyed to the Grantor by the deed of Nell W. Cook, dated December 9, 1998, previously referenced as follows: Book/Volume 4345, Page 728 of the Recorder of Escambia County.

This property is not the homestead of the Grantor.

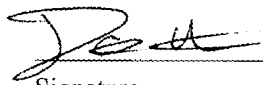
To Have and to Hold the above described premises, with the appurtenances, unto the Grantee, the Grantee's heirs and assigns forever.

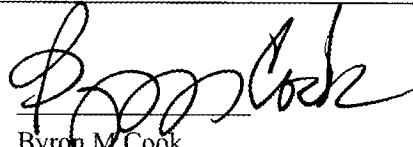
IN WITNESS WHEREOF, Grantor has executed this deed under seal on the date aforesaid.

Signed in the presence of:

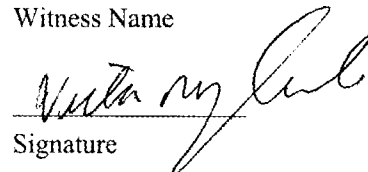
MR
3/9/2023

BK: 8941 PG: 1796


Signature


Byron M Cook

Dakota Watkins
Witness Name


Signature

Victor Mayhew
Witness Name


3/9/2023

BK: 8941 PG: 1797

Grantor Acknowledgement

STATE OF FLORIDA

COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or
___ online notarization, this 9th day of March, 2023, by Byron M
Cook, who is personally known to me or who has produced Florida Drivers License as
identification.

Notary Public Signature: Kendall BurtonNotary Public Name: Kendall BurtonSerial Number: HH43561My commission expires: 10/1/2024

Kendall Burton
State Of Florida
Commisson No. HH43561
Exp. October 1, 2024

BK: 8941 PG: 1798 Last Page

Spousal Acknowledgement

I, Charlotte A Ashley-Cook of 117 St John St, spouse of Byron M Cook, in accordance with the above Quitclaim Deed, and in consideration of the above sum and other good and valuable consideration received, do hereby waive and release to the Grantee all rights of dower, curtesy, homestead, community property, and all other right, title and interest, if any, in and to the above property.

Spouse's Signature: Charlotte A Ashley-Cook

STATE OF FLORIDA

COUNTY OF Escambia

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 9th day of March, 2023, by Charlotte A Ashley-Cook, who is personally known to me or who has produced Florida Driver License as identification.

Notary Public Signature: Kendall BurtonNotary Public Name: Kendall BurtonSerial Number: HH43561My commission expires: 10/1/2024

Kendall Burton
State Of Florida
Commission No. HH43561
Exp. October 1, 2024

THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS \$,884.58 TOGETHER WITH ACCRUED INTEREST, IF ANY AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THE MORTGAGE.

**MORTGAGE (WITH SECURITY AGREEMENT AND
ASSIGNMENT RENTS, LEASES AND PROFITS)**

This mortgage is made this 28th day of September, 2006 by and between Byron M. Cook, a married man, encumbering as his non-homestead property, hereinafter called the "Mortgagor", whose mailing address is 9883 Highway 20 West, Freeport, FL 32459 and FOUNDATION FINANCIAL SERVICES, INC. organized and existing under the Laws of the State of Florida, hereinafter called the "Mortgagee", whose mailing address is 12671 Highway 98, Fountain Plaza East, Suite 203, Miramar Beach, FL 32550.

WITNESSETH:

WHEREAS, Mortgagor is indebted to Mortgagee in the principal sum of One Hundred Thousand and no/100--- (\$ 100,000.00) together with interest thereon, evidenced by that certain promissory note of even date herewith executed by Mortgagor and delivered to the Mortgagee, the final payment of which is due on October 1, 2007, (the "Note"), which by reference is made a part hereof to the same extent as though set out in full herein.

NOW, THEREFORE, to secure the performance by Mortgagor of all covenants and conditions in the Note and in this Mortgage and in all other instruments securing the Note, and in order to charge the properties, interests and rights hereinafter described with such payment and performance and to secure additional advances, renewals, and extensions thereof and for and in consideration of the sum of Ten and no/100 (\$10.00) Dollars, Mortgagor does hereby mortgage, sell, pledge and assign to Mortgagee:

THE MORTGAGED PROPERTY

(A) All of the land in the County of Escambia, State of Florida described below:

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE BECOMES A PART HEREOF.

to have and to hold the same, together with all the improvements now or hereafter erected on such property and all fixtures now or hereafter attached thereto, together with each and every tenements, hereditaments easements, rights, powers, privileges, immunities and appurtenances thereunto belonging or in anywise appertaining and the reversion and reversions, remainder and remainders, and also all the estate, right, title, interest, homestead, right of dower, separate estate, property, possession and claim whatsoever in law as well in equity of Mortgagor of, in and to the same in every part and parcel thereof unto Mortgagee in fee simple.

(B) Together with security interest in all personal property and fixtures affixed to or located on the property described in paragraph (A).

(C) Together with all rent, leases, issues, profits, revenue, income and other benefits from the property described in paragraph (A) hereof to applied to the indebtedness secured hereby, 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.

(D) Everything referred to in paragraphs (A), (B), and (C) hereof and any additional property hereafter acquired by Mortgagor and subject to the Lien of the 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, including renewals, extensions or modification thereof, and in this Mortgage and in all other instruments securing the Note, to be kept, performed or observed by Mortgagor, then this Mortgage shall cease and be void, but shall otherwise remain in full force and effect.

Mortgagor covenant and agrees with Mortgagee as follows:

1. **COMPLIANCE WITH NOTE AND MORTGAGE; WARRANTY OF TITLE.** Mortgagor shall comply with all provisions of the Note, this Mortgage 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 and pursuant to the provisions of this Mortgage and of every other instrument securing the Note. Mortgagor is

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indefeasible seized of the Mortgaged property in fee simple and Mortgagor has lawful authority to convey, mortgage and encumber the same as provided by the Mortgage, and does hereby so warrant.

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

3. INSURANCE. Mortgagor shall keep the Mortgaged Property and the Improvements now existing or hereafter erected on the Mortgaged Property insured as may be required from time to time by Mortgagee against loss by fire, other hazards and contingencies in such amounts and for such periods as may be required by Mortgagee. Mortgagor shall pay promptly, when due, any premiums on such insurance. All insurance shall be carried with companies approved by Mortgagee and the policy and renewals thereof shall be held by Mortgagee and have attached thereto loss payable clauses in favor and in form acceptable to Mortgagee. In the event of loss, Mortgagor shall give immediate notice by mail to Mortgagee and Mortgagee may make proof of loss if not made promptly by Mortgagor. Each insurance company concerned is hereby authorized and directed to make payments for such loss directly to Mortgagee instead of either to Mortgagor or Mortgagee and Mortgagee jointly. Insurance proceeds or any part thereof may be applied by Mortgagee at its option after deducting therefrom all its expenses including attorney fees either to the reduction of the Indebtedness hereby secured or to the restoration or repair of the property damaged. Mortgagee is hereby authorized at its option to settle and compromise any claims, awards, damages, rights of action and proceeds, and any other payment of relief under any insurance policy. In the event of foreclosure of this Mortgage or other transfer of title to the Mortgage Property in extinguishment of the Indebtedness secured hereby, all rights, 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 yearly premiums for all insurance. Such deposits shall not be, nor be deemed to be trust funds, but may be commingled with general funds of Mortgagee, and no interest shall be payable in respect thereof. Upon demand by Mortgagee, Mortgagor shall deliver to Mortgagee such additional moneys as are necessary to make up any deficiencies in the amounts necessary to enable Mortgagee to pay such premiums when due. In the event of default under any of the terms, covenants and conditions in the Note, this Mortgage or any other instrument securing the Note to be performed or observed by Mortgagor. Mortgagee may apply to the reduction of the sums secured hereby, in such manner as Mortgagee shall determine any amount under this paragraph remaining to Mortgagor's credit and any return premium received from cancellation of any insurance policy by Mortgagee upon foreclosure of this Mortgage.

4. CONDEMNATION. If the Mortgaged Property or any part thereof shall be damaged or taken through condemnation (which term when used herein shall include any damage or taking by any governmental authority or any other authority authorized by the Laws of the State of Florida or the United States of America to so damage or take, and any transfer by private sale in lieu thereof), either temporarily or permanently, the entire Indebtedness and other sums secured hereby shall, at the option of Mortgagee, become immediately due and payable. Mortgagee shall be entitled to all compensation awards, damages, claims, rights of action and proceeds of, or on account of any damage or taking through condemnation and is hereby authorized, at its option, to commence, appear in and prosecute, in its own or Mortgagor's name, any action or proceeding relating to any condemnation, and to settle or compromise any claim in connection therewith. All such compensation awards, damages, claims, rights of action and proceeds, and any other payments or relief, and the right thereto, are hereby assigned by Mortgagor to Mortgagee and Mortgagee after deducting therefrom all its expenses, including attorney's fees, may release any moneys so received by it Mortgagee shall determine, to the reduction of the sums secured hereby and to any prepayment charge provided in the Note, this Mortgage or any other instrument securing the Note. Any balance of such moneys then remaining shall be paid to Mortgagor. Mortgagor agrees to execute such further assignments or 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. Mortgagor shall not permit, commit, or suffer any waste, impairment or deterioration of the Mortgaged Property or any part thereof, and shall keep the same and improvements thereon in good condition and repair. Mortgagor shall notify Mortgagee in writing within five (5) days of any damage, or impairment of the Mortgaged Property. Mortgagee may, at Mortgagee's discretion, have the Mortgaged Property inspected at any time and Mortgagor shall pay all costs incurred by Mortgagee in executing such inspection.

6. MORTGAGEE'S RIGHT MAKE CERTAIN PAYMENTS. In the event Mortgagor fails to pay or discharge the taxes, assessments, levies, liabilities, obligation and encumbrances, or fails to keep the Mortgaged Property insured or to deliver the policies, premiums paid, or fails to repair the Mortgaged Property as herein agreed, Mortgagee may at its own option pay or discharge the taxes, assessments, levies, liabilities and obligations and encumbrances or any part thereof, to procure and pay for such insurance or to make and pay for such repairs. Mortgagee shall have no obligation on its part to determine the validity or necessity of any payment thereof and any such payment shall not waive or affect any option, lien equity or right of Mortgagee under or by virtue of this Mortgage. The full amount of each and every such payment shall be immediately due and payable and shall bear interest from the date thereof until paid at the Default Rate, as hereinafter defined, and together with such interest, shall be secured by the lien of this Mortgage. Nothing herein contained shall be construed as requiring Mortgagee to advance or expend moneys for any of the purposes mentioned in this paragraph.

7. PAYMENT OF EXPENSES. Mortgagor shall pay all the costs, charges and expenses, including a reasonable attorney's fees, disbursements and cost of abstracts of title, incurred or paid at any time by Mortgagee due to the failure on the part of Mortgagor promptly and fully to perform, comply with and abide by each and every stipulation, agreement, condition and covenant of the Note and this Mortgage. Such costs, charges and expenses, shall be immediately due and payable, whether or not there be notice, demand, attempt to collect or suit pending. The full amount of each and every such payment shall bear interest from the date thereof until paid at the Default Rate, as herein defined. All such costs, charges and expenses so incurred or paid together with such interest shall be secured by the lien of this Mortgage and any other instrument securing the Note.

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

9. ADDITIONAL DOCUMENTS. At all times this Mortgage is in effect, upon Mortgagee's request, Mortgagor shall make, execute and deliver or cause to be made, executed and delivered to Mortgagee and where appropriate, shall cause to be recorded or filed and thereafter to be re-recorded or re-filed at such time and in such 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, perfect, or to continue and preserve the obligations of Mortgagor under the Note and this Mortgage and all other

RECORDED AS RECEIVED

instruments securing the Note, and the lien of this Mortgage as a first prior lien upon all the Mortgaged Property. Upon any failure by Mortgagor to do so Mortgagee may make, execute, record, file, re-record, or re-file any and all such mortgages, instruments, certificates and documents for and in the name of Mortgagor. Mortgagor hereby irrevocably appoints Mortgagee agent and attorney-in-fact of Mortgagor to do all things necessary to effectuate or assure compliance with this paragraph.

10. EVENT OF DEFAULT. Any one of the following shall constitute an event of default:

(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 any other instrument securing the Note.

(b) Failure by Mortgagor to duly keep, perform and observe any other covenant, condition or agreement in the Note, this Mortgage, any other instrument securing the Note or any other instrument collateral to the Note or executed in connection with the sums secured hereby for a period of 10 days after Mortgagee gives written notice specifying the breach.

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

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

(e) The occurrence of any default under the terms of any mortgage or other security instrument which creates a lien or other security interest on or in the Mortgaged Property.

11. ACCELERATION. If an event of default shall have occurred Mortgagee may declare the outstanding principal amount of the Note and the interest accrued thereon, and all other sums secured hereby, to be due and payable immediately. Upon such declaration such principal and interest and other sums shall immediately be due and payable without demand or notice.

12. REMEDIES AFTER DEFAULT. Upon an event of default, Mortgagee may proceed by suit or suite at law or in equity or by any other appropriate proceeding or remedy to: (a) enforce payment of the Note or the performance of any item hereof or any other right; (b) foreclose this Mortgage and to sell, as an entirety or in separate lots or parcels, the Mortgaged Property under the judgment or decree of a court or courts of competent jurisdiction; (c) collect all rents, issues, profits, revenue, income and other benefits from the Mortgaged Property; (d) appoint a receiver to enter upon and take possession of the Mortgaged Property and to collect all rents, issues, profits, revenue, income, and other benefits thereof and apply the same as a court may direct and such receiver shall have all rights and powers permitted under law; and (e) pursue any other remedy available to it including, but not limited to taking possession of the Mortgaged Property without notice or hearing to Mortgagor. Mortgagee shall take action either by such proceedings or by the exercise of its power with respect to entry or taking possession, or both, as Mortgagee may determine.

13. NO WAIVER. No delay or omission of Mortgagee or of any holder of the Note to exercise any right, power or remedy accruing upon any event of default shall exhaust or impair any such right, power or remedy or shall be construed to waive any event of default or to constitute acquiescence therein.

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

15. SUCCESSORS AND ASSIGNS BOUND. Whenever one of the parties hereto is named or referred to herein, the heirs, successor 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 benefits of their respective heirs, successors and assigns, whether or not so expressed.

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

17. ATTORNEY'S FEES. The term "attorney's fees" as used in the Mortgage includes any and all legal fees of whatever nature including, but not limited to, fees resulting from any appeal of an interlocutory order or final judgment or any other appellate proceeding arising out of any litigation.

18. FUTURE ADVANCES. This Mortgage is given to secure not only existing indebtedness, but also such future advances, whether such advances are obligatory or are to be made at the option of Mortgagee, or otherwise, as are made within fifteen years from the date hereof, to the same extent as if such future advances were made on the date of the execution of this Mortgage.

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

20. 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 covenants 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. If any person should obtain an interest in all or any part of the Mortgaged 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 an event of default hereunder.

21. DEFAULT RATE. The Default Rate shall be the highest rate permitted by applicable law.

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

23. **RELEASE CLAUSE:** Mortgage agrees to release two interior one-half (1/2) acre parcels for \$40,000.00 each. Either parcel to be released must be evidenced by a survey for approval prior to release by mortgage.

24. **ADDITIONAL PARAGRAPHS.** In the event Mortgagor and Mortgagee agree to further covenants in this Mortgage requiring an additional paragraph or paragraphs, such paragraph or paragraphs shall be attached to this Mortgage under the heading of "Rider" and shall be part of this Mortgage as if set out in full herein.
IN WITNESS WHEREOF, this instrument has been executed on the date first above written.

See Attached Riders: N/A

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE
UPON MATURITY IS \$101,250.00 TOGETHER WITH ACCRUED INTEREST, IF ANY AND ALL
ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THE MORTGAGE.

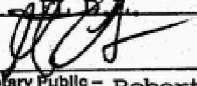

Witness - Robert Combs


Borrower - Byron M. Cook

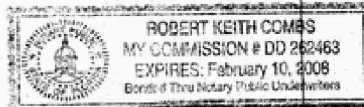
Witness -

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 28th day of September, 2006, by Byron M. Cook, who is personally known to me or who has produced as identification.


Notary Public - Robert K. Combs
My Comm. Expires

PREPARED BY:
Foundation Financial Services, Inc.
12671 Highway 98
Fountain Plaza East, Suite 203
Destin, FL 32550



RECORDED AS RECEIVED

EXHIBIT "A"

THE NORTH 1/2 OF THE FOLLOWING DESCRIBED PROPERTY: PROPERTY IN SECTION 39, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF SECTION 39, TOWNSHIP 1 SOUTH, RANGE 30 WEST, WHERE SAID SOUTH LINE INTERSECTS THE WEST RIGHT OF WAY LINE OF THE FRISCO RAILROAD; THENCE WEST ALONG THE SOUTH LINE OF THE SAID SECTION 39 A DISTANCE OF 437.0 FEET; THENCE NORTH PARALLEL WITH THE RIGHT OF WAY LINE OF THE FRISCO RAILROAD A DISTANCE OF 966 FEET, MORE OR LESS, TO THE PROPERTY OF E. E. BOONE; THENCE EAST ALONG THE SOUTH LINE OF THE SAID BOONE PROPERTY A DISTANCE OF 437 FEET TO THE WEST RIGHT OF WAY LINE OF FRISCO RAILROAD; THENCE SOUTH ALONG THE SAID RIGHT OF WAY LINE A DISTANCE OF 966 FEET, MORE OR LESS, TO THE POINT OF BEGINNING; EXCEPT THEREFROM THE WEST 33.0 FEET THEREOF RESERVED FOR ROAD PURPOSES.

LESS AND EXCEPT:

A PARCEL OF PROPERTY IN SECTION 39, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, WHICH PARCEL IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE SOUTH LINE OF THE SAID SECTION 39 AND THE WEST RIGHT OF WAY LINE OF THE FRISCO RAILROAD (100' R/W); THENCE NORTH ON THE SAID WEST RIGHT OF WAY LINE FOR A DISTANCE OF 589.50 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH ON THE SAID WEST RIGHT OF WAY LINE FOR A DISTANCE OF 376.50 FEET TO THE SOUTHEAST CORNER OF THE E. E. BOONE PROPERTY; THENCE WEST DEFLECTING TO THE LEFT THROUGH AN ANGLE OF 93 DEGREES 41 MINUTES 30 SECONDS ALONG THE SOUTH LINE OF THE BOONE PROPERTY FOR A DISTANCE OF 404.00 FEET TO A POINT ON THE EAST RIGHT OF WAY OF RAMBLER DRIVE (66' R/W); THENCE SOUTH DEFLECTING TO THE LEFT THROUGH AN ANGLE OF 86 DEGREES 18 MINUTES 30 SECONDS ALONG THE SAID EAST RIGHT OF WAY LINE AND PARALLEL TO THE SAID FRISCO RAILROAD RIGHT OF WAY FOR A DISTANCE OF 283.50 FEET; THENCE EAST DEFLECTING TO THE LEFT THROUGH AN ANGLE OF 93 DEGREES 41 MINUTES 30 SECONDS FOR A DISTANCE OF 317.82 FEET; THENCE SOUTH DEFLECTING TO THE LEFT THROUGH AN ANGLE OF 93 DEGREES 41 MINUTES 30 SECONDS FOR A DISTANCE OF 87.27 FEET; THENCE EAST DEFLECTING THROUGH AN ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS FOR A DISTANCE OF 86.00 FEET TO THE POINT OF BEGINNING.

RECORDED AS RECEIVED

Recorded in Public Records 01/19/2007 at 08:52 AM OR Book 6071 Page 183,
Instrument #2007005530, Ernie Lee Magaha Clerk of the Circuit Court Escambia
County, FL Recording \$18.50

COLLATERAL ASSIGNMENT OF MORTGAGE

THIS ASSIGNMENT made this 19th day of October, 2006 by Foundation Financial Services, Inc., a Florida Corporation of 12671 US Hwy 98, Fountain Plaza East Suite 203, Miramar Beach, FL 32550 hereafter referred to as "Assignor", to Loren F. Bjornson TTEE, FBO The Loren F. Bjornson Family Revocable Trust, whose address is 412 Cobia Avenue, Fort Walton Beach, Florida 32548-6927, hereafter referred to as "Assignee".

ASSIGNMENT. For value received, the Assignor hereby assigns to the Assignee a certain mortgage made by Byron M. Cook, A Married Man Encumbering as His Non-Homestead Property to Foundation Financial Services, Inc. dated September 28, 2006 and recorded in Official Records Book 6005, Page 47 of the Public Records of Escambia County, Florida, covering the following real property, located and situated in the Count of Escambia, State of Florida to-wit:

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION

together with the note described therein and the moneys to become due thereon with interest.

2. WARRANTY. The Assignor represents and warrants that there is owing upon such note secured by the mortgage without offset or defense of any kind the principal sum of \$ 100,000.00 with interest at Fifteen and 00/100 percent (15.00%) per annum from September 28, 2006 and secured by the mortgage without offset or defense of any kind the principal sum of \$ 100,000.00 without interest.

3. COLLATERAL SECURITY. This assignment is made as collateral security for the payment of a mortgage and note, made by the Assignor dated October 19, 2006 for \$ 100,000.00 to the order of the Assignee, with interest at Ten and 00/100 percent (10.00 %) per annum, which is payable in Eleven (11) interest only payments beginning November 19, 2006 and one (1) final principal and interest installment of \$100,833.33. The mortgages and notes described herein shall be reassigned to the Assignor by the Assignee if the Assignee's note is fully paid and discharged at its maturity.

IN WITNESS WHEREOF, the Assignor has signed this instrument on this day and year as written.

WITNESS:

FOUNDATION FINANCIAL SERVICES, INC.
12671 US Hwy 98, Fountain Plaza Suite 203
Miramar Beach, FL 32550

Witness: Nick J. Wolfgram

Witness: Wendy G. Ross

BY: Jerome W. Burkett, Sr., President

STATE OF FLORIDA
COUNTY OF WALTON

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared Jerome W. Burkett, Sr., President to me known to be the person described in the foregoing COLLATERAL ASSIGNMENT OF MORTGAGE and who executed the foregoing COLLATERAL ASSIGNMENT OF MORTGAGE and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 19th day of October, A.D., 2006.

PREPARED BY:
FOUNDATION FINANCIAL SERVICES, INC.
12671 US Highway 98, Fountain Plaza East, Suite 203
Miramar Beach, FL 32550

Notary Public
My Commission Expires:



Nick J. Wolfgram
Commission # DD596992
Expires October 19, 2010
Serving Troy, PA - Insurance, Inc. 800-360-7010

EXHIBIT "A"

THE NORTH ½ OF THE FOLLOWING DESCRIBED PROPERTY: PROPERTY IN SECTION 39, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF SECTION 39, TOWNSHIP 1 SOUTH, RANGE 30 WEST, WHERE SAID SOUTH LINE INTERSECTS THE WEST RIGHT OF WAY LINE OF THE FRISCO RAILROAD; THENCE WEST ALONG THE SOUTH LINE OF THE SAID SECTION 39 A DISTANCE OF 437.00 FEET; THENCE NORTH PARALLES WITH THE RIGHT OF WAY LINE OF THE PRISCO RAILRAOD A DISTANCE OF 966 FEET, MORE OR LESS, TO THE PROPERTY OF E.E. BOONE; THENCE EAST ALONG THE SOUTH LINE OF THE SAID BOONE PROPERTY A DISTANCE OF 437 FEET TO THE WEST RIGHT OF WAY LINE OF FRISCO RAILRAOD; THEN SOUTH ALONG THE SAID RIGHT OF WAY LINE A DISTANCE OF 966 FEET, MORE OR LESS, TO THE POINT OF BEGINNING; EXCEPT THEREFROM THE WEST 33.0 FEET THEREOF RESERVED FOR ROAD PURPOSES.

LESS AND EXCEPT:

A PARCEL OF PROPERTY IN SECTION 39, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, WHICH PARCEL IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE SOUTH LINE OF THE SAID SECTION 39 AND THE WEST RIGHT OF WAY LINE OF THE FRISCO RAILRAOD (100' R/W); THENCE NORTH ON THE SAID WEST RIGHT OF WAY LINE FOR A DISTANCE OF 589.50 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH ON THE SAID WEST RIGHT OF WAY LINE FOR A DISTANCE OF 376.50 FEET TO THE SOUTHEAST CORNER OF THE E.E. BOONE PROPERTY; THENCE WEST DEFLECTING TO THE LEFT THROUGH AN ANGLE OF 93 DEGREES 41 MINUTES 30 SECONDS ALONG THE SOUTH LINE OF THE BOONE PROPERTY FOR A DISTANCE OF 404.00 FEET TO A POINT ON THE EAST RIGHT OF WAY OF RAMBLER DRIVE (66' R/W); THENCE SOUTH DEFLECTING TO THE LEFT THROUGH AN ANGLE OF 86 DEGREES 18 MINUTES 30 SECONDS ALONG THE SAID EAST RIGHT OF WAY LINE AND PARALLES TO THE SAID FRISCO RAILROAD RIGHT OF WAY FOR A DISTANCE OF 283.50 FEET; THENCE EAST DEFLECTING TO THE LEFT THROUGH AN ANGLE OF 93 DEGREES 41 MINUTES 30 SECONDS FOR A DISTANCE OF 317.82 FEET, THENCE SOUTH DEFLECTING TO THE LEFT THROUGH AN ANGLE OF 93 DEGREES 41 MINUTES 30 SECONDS FOR A DISTANCE OF 87.27 FEET; THENCE EAST DEFLECTING THROUGH AN ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS FOR A DISTANCE OF 86.00 FEET TO THE POINT OF BEGINNING.

Recorded in Public Records 10/15/2008 at 08:51 AM OR Book 6386 Page 1963,
Instrument #2008077451, Ernie Lee Magaha Clerk of the Circuit Court Escambia
County, FL Recording \$18.50

COLLATERAL ASSIGNMENT OF MORTGAGE

THIS ASSIGNMENT made this 7th day of October, 2008 by Loren F. Bjornson TTEE, FBO The Loren F. Bjornson Family Revocable Trust of 412 Cobia Avenue, Fort Walton Beach, FL 32548-6927 hereafter referred to as "Assignor", to Loren Fred Bjornson as sole Trustee of the Bjornson Non-Marital Trust arising under instrument dated July 30, 1996 between Loren Fred Bjornson and Eloise R. Bjornson as Grantors and as Trustee, as amended, whose address is 412 Cobia Avenue, Fort Walton Beach, Florida 32548-6927, hereafter referred to as "Assignee". ASSIGNMENT. For value received, the Assignor hereby assigns to the Assignee a certain mortgage made by Byron M. Cook, A Married Man Encumbering as His Non-Homestead Property to Foundation Financial Services, Inc. dated September 28, 2006 and recorded in Official Records Book 6005, Page 47 of the Public Records of **Escambia** County, Florida, and assigned to Loren F. Bjornson TTEE, FBO The Loren F. Bjornson Family Revocable Trust dated October 19, 2006 and recorded in Official Records Book 6071, Page 183 of the Public Records of **Escambia** County, Florida, covering the following real property, located and situated in the Count of **Escambia**, State of Florida to-wit:

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION

together with the note described therein and the moneys to become due thereon with interest.

2. WARRANTY. The Assignor represents and warrants that there is owing upon such note secured by the mortgage without offset or defense of any kind the principal sum of \$ 100,000.00 with interest at Fifteen and 00/100 percent (15.00%) per annum from September 28, 2006 and secured by the mortgage without offset or defense of any kind the principal sum of \$ 100,000.00 without interest.

IN WITNESS WHEREOF, the Assignor has signed this instrument on this day and year as written.

WITNESS:

Loren F. Bjornson TTEE, FBO
The Loren F. Bjornson Family Revocable Trust
412 Cobia Avenue
Fort Walton Beach, FL 32548

Witness: Nick J. Wolfgram

BY: Loren F. Bjornson, Trustee

Witness: Wendy G. Ross

STATE OF FLORIDA
COUNTY OF WALTON

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared Loren F. Bjornson, Trustee to me known to be the person described in the foregoing COLLATERAL ASSIGNMENT OF MORTGAGE and who executed the foregoing COLLATERAL ASSIGNMENT OF MORTGAGE and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 7th day of October, A.D., 2008.

PREPARED BY:
FOUNDATION FINANCIAL SERVICES, INC.
12671 US Highway 98, Fountain Plaza East, Suite 203
Miramar Beach, FL 32550

Notary Public
My Commission Expires:



Nick J. Wolfgram
Commission # DD595992
Expires October 19, 2010
Bonded TROY Felt - Insurance, Inc. 800-306-7010

EXHIBIT "A"

THE NORTH ¼ OF THE FOLLOWING DESCRIBED PROPERTY: PROPERTY IN SECTION 39, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF SECTION 39, TOWNSHIP 1 SOUTH, RANGE 30 WEST, WHERE SAID SOUTH LINE INTERSECTS THE WEST RIGHT OF WAY LINE OF THE FRISCO RAILROAD; THENCE WEST ALONG THE SOUTH LINE OF THE SAID SECTION 39 A DISTANCE OF 437.00 FEET; THENCE NORTH PARALLES WITH THE RIGHT OF WAY LINE OF THE PRISCO RAILRAOD A DISTANCE OF 966 FEET, MORE OR LESS, TO THE PROPERTY OF E.E. BOONE; THENCE EAST ALONG THE SOUTH LINE OF THE SAID BOONE PROPERTY A DISTANCE OF 437 FEET TO THE WEST RIGHT OF WAY LINE OF FRISCO RAILRAOD; THEN SOUTH ALONG THE SAID RIGHT OF WAY LINE A DISTANCE OF 966 FEET, MORE OR LESS, TO THE POINT OF BEGINNING; EXCEPT THEREFROM THE WEST 33.0 FEET THEREOF RESERVED FOR ROAD PURPOSES.

LESS AND EXCEPT:

A PARCEL OF PROPERTY IN SECTION 39, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, WHICH PARCEL IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE SOUTH LINE OF THE SAID SECTION 39 AND THE WEST RIGHT OF WAY LINE OF THE FRISCO RAILRAOD (100' R/W); THENCE NORTH ON THE SAID WEST RIGHT OF WAY LINE FOR A DISTANCE OF 589.50 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH ON THE SAID WEST RIGHT OF WAY LINE FOR A DISTANCE OF 376.50 FEET TO THE SOUTHEAST CORNER OF THE E.E. BOONE PROPERTY; THENCE WEST DEFLECTING TO THE LEFT THROUGH AN ANGLE OF 93 DEGREES 41 MINUTES 30 SECONDS ALONG THE SOUTH LINE OF THE BOONE PROPERTY FOR A DISTANCE OF 404.00 FEET TO A POINT ON THE EAST RIGHT OF WAY OF RAMBLER DRIVE (66' R/W); THENCE SOUTH DEFLECTING TO THE LEFT THROUGH AN ANGLE OF 86 DEGREES 18 MINUTES 30 SECONDS ALONG THE SAID EAST RIGHT OF WAY LINE AND PARALLES TO THE SAID FRISCO RAILROAD RIGHT OF WAY FOR A DISTANCE OF 283.50 FEET; THENCE EAST DEFLECTING TO THE LEFT THROUGH AN ANGLE OF 93 DEGREES 41 MINUTES 30 SECONDS FOR A DISTANCE OF 317.82 FEET, THENCE SOUTH DEFLECTING TO THE LEFT THROUGH AN ANGLE OF 93 DEGREES 41 MINUTES 30 SECONDS FOR A DISTANCE OF 87.27 FEET; THENCE EAST DEFLECTING THROUGH AN ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS FOR A DISTANCE OF 86.00 FEET TO THE POINT OF BEGINNING.

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

PETITIONER
ESCAMBIA COUNTY FLORIDA,

VS.

CASE NO: CE22041434U
LOCATION: 6354 RAMBLER DR
PR#: 391S302101002001

COOK, BYRON M
117 ST JOHN ST
PENSACOLA, FL 32503

RESPONDENT(S)

ORDER

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

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

Unsafe Structures - 30-203 (DD) Structural elements unmaintained

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

Sec. 42-196(d) Nuisance - (D) Overgrowth

THEREFORE, the Special Magistrate, being otherwise fully apprised, finds
as follows:

It is hereby **ORDERED** that the **RESPONDENT(S)** shall have until
2/22/2023 to correct the violation(s) and to bring the violation into compliance.

Page 1 Of 3



Corrective action shall include:

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

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

If Respondent(s) fail to fully correct the violation(s) within the time required, Respondent(s) will be assessed a fine of **\$10.00** per day, commencing **2/23/2023**. This fine shall continue until the violation(s) is/are abated and the violation(s) brought into compliance, or until as otherwise provided by law. **RESPONDENT IS REQUIRED**, immediately upon full correction of the violation(s), to contact the Escambia County Office of Environmental Enforcement in writing to request that the office immediately inspect the property to make an official determination of whether the violation(s) has/have been abated and brought into compliance. If the violation(s) is/are not abated within the specified time period, Escambia County may elect to undertake any necessary measures to abate the violation(s). These measures could include, but are not limited to, **DEMOLISHING NON-COMPLIANT STRUCTURES, LEGALLY DISPOSING OF ALL CONTRIBUTING CONDITIONS, AND TOWING OF DESCRIBED VEHICLE(S)**. At the request of Escambia County, the Sheriff shall enforce this order by taking reasonable law enforcement action to remove from the premises any unauthorized person interfering with the execution of this order or otherwise refusing to leave after warning. The reasonable cost of such abatement will be assessed against **RESPONDENT(S)** and shall constitute a lien on the property. Pursuant to Escambia County Resolution R2017-132, costs in the amount of **\$250.00** are awarded in favor of Escambia County as the prevailing party against **RESPONDENT(S)**.

Page 2 Of 3

This fine shall be forwarded to the Board of County Commissioners of Escambia County. Under the authority of Sec. 162.09, Fla. Stat., as amended, and Sec. 30-35 of the Escambia County Code of Ordinances, as amended, the Board of County Commissioners will certify to the Special Magistrate all costs imposed pursuant to this order. All fees, fines, and costs owing hereunder shall constitute a lien upon **ALL REAL AND PERSONAL PROPERTY OWNED BY RESPONDENT(S)** including property involved herein, which lien can be enforced by foreclosure and as provided by law.

RESPONDENT(S) have the right to appeal the order(s) of the Special Magistrate to the Circuit Court of Escambia County. If **RESPONDENT(S)** wish(es) to appeal, **RESPONDENT(S)** must provide notice of such appeal in writing to both the Environmental Enforcement Division at 3363 West Park Place, Pensacola, Florida 32505, and the Escambia County Circuit Court, M.C. Blanchard Judicial Building, 190 W. Government St, Pensacola, Florida, 32502, no later than **30 days** from the date of this order. Failure to timely file a Written Notice of Appeal will constitute a waiver of the right to appeal this order.

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

DONE AND ORDERED in Escambia County, Florida on this 25th day of October, 2022.



John B. Trawick
Special Magistrate
Office of Environmental Enforcement

Recorded in Public Records 07/17/2014 at 10:16 AM OR Book 7197 Page 1362,
Instrument #2014050483, Pam Childers Clerk of the Circuit Court Escambia
County, FL Recording \$44.00

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

ESCAMBIA COUNTY, FLORIDA

VS.

**CASE NO: CE#14-03-00748
LOCATION: Hilburn Pl (Ponds)
PR# 291S301102000004**

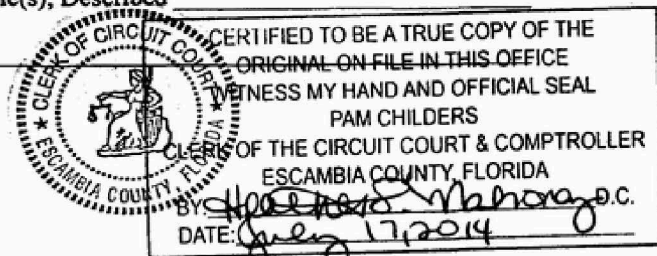
**Cook Brown Enterprises, Inc
Byron Cook
P O Box 6006
Pensacola, FL 32503**

ORDER

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

- ☒ 42-196 (a) Nuisance Conditions
- ☒ 42-196 (b) Trash and Debris
- ☐ 42-196 (c) Inoperable Vehicle(s); Described

- ☒ 42-196 (d) Overgrowth



- ☐ 30-203 Unsafe Building; Described as ☐ Main Structure ☐ Accessory Building(s)
- ☐ (a) ☐ (b) ☐ (c) ☐ (d) ☐ (e) ☐ (f) ☐ (g) ☐ (h) ☐ (i) ☐ (j) ☐ (k) ☐ (l) ☐ (m) ☐ (n) ☐ (o)
- ☐ (p) ☐ (q) ☐ (r) ☐ (s) ☐ (t) ☐ (u) ☐ (v) ☐ (w) ☐ (x) ☐ (y) ☐ (z) ☐ (aa) ☐ (bb) ☐ (cc) ☐ (dd)
- ☐ 94-51 Obstruction of County Right-of-Way (ROW)
- ☐ 82-171 Mandatory Residential Waste Collection
- ☐ 82-15 Illegal Burning
- ☐ 82-5 Littering Prohibited
- ☐ LDC Article 6 Commercial in residential and non permitted use
- ☐ LDC 4.01.02 and LDC 4.01.04 Land Disturbance without permits
- ☐ LDC 8.03.02 and COO 86-91 Prohibited Signs, Un-permitted Sign ROW
- ☒ Other LDC 4.04.13
- ☐ Other _____
- ☐ Other _____
- ☐ Other _____
- ☐ Other _____
- ☐ Other _____

THEREFORE, The Special Magistrate being otherwise fully advised in the premises; it is hereby **ORDERED** that: Byron Cook shall have until 7/21, 2014 to correct the violation and to bring the violation into compliance. Corrective action shall include:

- ☒ Complete removal of all contributing nuisance conditions; trash, rubbish, overgrowth and legally dispose of. Maintain clean conditions to avoid a repeat violation.
- ☐ Remove vehicle. Repair vehicle or store in rear yard behind 6' opaque fencing
- ☐ Obtain building permit and restore structure to current building codes or, obtain demolition permit and remove the structure(s), legally disposing of all debris.
- ☐ Remove all structures, signs, vehicles, etc. from County ROW; refrain from further obstruction.
- ☐ Subscribe for residential waste collection with a legal waste collection service and comply with solid waste disposal methods
- ☐ Immediately cease burning and refrain from future burning
- ☐ Remove all refuse and dispose of legally and refrain from future littering
- ☐ Rezone property and conform to all performance standards or complete removal of the commercial or industrial entity
- ☐ Obtain necessary permits or cease operations
- ☐ Acquire proper permits or remove sign(s)
- ☐ Other _____
- ☐ Other _____
- ☐ Other _____
- ☐ Other _____
- ☐ Other _____

If you fail to fully correct the violation within the time required, you will be assessed a fine of \$ 50.00 per day, commencing 7/22/, 2014. This daily fine shall continue until this violation is abated and the violation brought into compliance or until as otherwise provided by law. **YOU ARE REQUIRED,** immediately upon your full correction of this violation(s), to contact the Escambia County Environmental Enforcement Office in writing to request that they immediately inspect the property to make an official determination of whether the violation has been abated and brought into compliance. If the violation is not abated within the specified time period, then the County may elect to take whatever measures are necessary to abate the violation for you. These measures could include, but are not limited to, **DEMOLISHING YOUR STRUCTURE (S), LEGALLY DISPOSING OF ALL CONTRIBUTING CONDITIONS, AND TOWING OF DESCRIBED VEHICLE (S).** The reasonable cost of such will be assessed against you and will constitute a lien on the property.

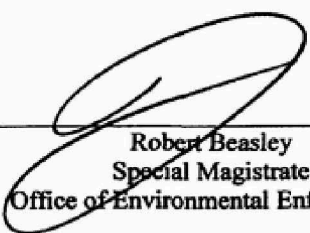
Costs in the amount of \$ 1,100.00 are awarded in favor of Escambia County as the prevailing party against Code Brown Enterprises Inc.

This fine shall be forwarded to the Board of County Commissioners. Under the authority of 162.09(1) F.S. and Sec. 30-34(d) of the Code of Ordinances, the Board of County Commissioners will certify to the Special Magistrate all costs imposed pursuant to this order. All Monies owing hereunder shall constitute a lien on **ALL YOUR REAL AND PERSONAL PROPERTY** including any property involved herein, which lien can be enforced by foreclosure and as provided by law.

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

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

DONE AND ORDERED at Escambia County, Florida on the 5th day of July, 2014.



Robert Beasley
Special Magistrate
Office of Environmental Enforcement

IN THE CIRCUIT COURT OF THE FIRST JUDICIAL CIRCUIT
IN AND FOR ESCAMBIA COUNTY, FLORIDA

SBF II, LLC as assignee of SUNBRIDGE
CAPITAL, INC.,
Plaintiff,

CASE NO.: 2009-CA 003828

vs.

COOK DEVELOPMENT COMPANY, a
Florida Corporation and BYRON COOK,
individually,
Defendants.

Case: 2009 CA 003828



00097587122

Dkt: CA1036 Pg#:

CIRCUIT CIVIL DIVISION
FILED & RECORDED

2011 MAY 16 P 3:13

ERNIE LEE MAGAHA
CLERK OF CIRCUIT COURT
ESCAMBIA COUNTY, FL

SUMMARY FINAL JUDGMENT AGAINST DEFENDANTS

THIS CAUSE, having come before the Court on Plaintiff's Motion for Summary Final Judgment and the Court having examined the pleadings on file, the exhibits, having noted that there are no material issues of fact of law, and being otherwise fully advised in the premises, it is hereby,

ORDERED and ADJUDGED:

1. As to Count II of Plaintiff's Complaint, a Judgment is entered on behalf of SBF II, as assignee of SUNBRIDGE CAPITAL, INC. and against COOK DEVELOPMENT COMPANY, a Florida Corporation and BYRON COOK, individually, entitling Plaintiff to possession of the equipment more specifically described in the Lease Agreement attached to the Complaint as Exhibits "1" and "2" respectively. The Clerk of the Court is directed to issue a Writ of Replevin, directing the Sheriff to take custody of the aforementioned property for immediate turnover and delivery to the plaintiff's representative. The provisions of Florida Statute, Section 78.10, 78.11 and 78.12 shall govern the execution and levy upon the Writ. As authorized by Section 78.12 F.S.A., if the Sheriff has grounds to believe the property or any property thereof is secreted or concealed in any dwelling, house or other building or enclosure, the Sheriff shall publicly demand delivery thereof; and, if it is not delivered by the Defendant or some other person, the Sheriff shall cause such building, enclosure to be broken open and shall then make replevin according to the Writ; and if necessary, shall take to his assistance, the power of the County. If the Sheriff does not have reasonable grounds to believe the property to be replevied is so secreted or concealed, Plaintiff may apply for a "Break Order" from this Court.

2. Furthermore, with respect to Count I and III of Plaintiff's Complaint, although Plaintiff is not entitled to double recovery, an alternate judgment for the value of the equipment together with the retention damages incurred by Plaintiff, is appropriate under Florida caselaw. As such a Final Judgment is hereby rendered in favor of the Plaintiff, SBF II, LLC as assignee of SUNBRIDGE CAPITAL, INC, and against the

210

Defendants, COOK DEVELOPMENT COMPANY, a Florida Corporation and BYRON COOK, individually, in the principal sum of \$51,120.96, \$44,600.00 for the sums due for the fair market value of the equipment, together with interest from December 2, 2007, in the sum of \$16,772.00, court costs of \$585.00, attorneys fees in the amount of \$1,953.00, for a total of \$115,030.96, for all of which sums let execution issue.

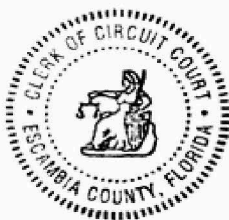
3. This Judgment shall bear interest at the rate of 6% per annum on the principal amounts and costs in accordance with Florida Statute Section 55.03.

DONE and ORDERED in Chambers, at Escambia County, Florida on the 16th day of May, 2011.


CIRCUIT COURT JUDGE

COPIES FURNISHED TO:

- 5/10/11
MM
- ✓ Kevin R. Jackson, Law Offices of Kevin Jackson, P.A., 888 S. Andrews Ave., Suite 205, Fort Lauderdale, Florida 33316;
 - ✓ SBF, II, LLC as assignee of SunBridge Capital, Inc., P.O. Box 876679, Kansas City, MO 64187;
 - ✓ Cook Development Company, P.O. Box 60-06, Pensacola, FL 32503;
 - ✓ Byron M. Cook, P.O. Box 60-06, Pensacola, FL 32503, SS#- [REDACTED]
- no envelope
provided



CERTIFIED TO BE A TRUE COPY OF THE
ORIGINAL ON FILE IN THIS OFFICE
WITNESS MY HAND AND OFFICIAL SEAL
ERNIE LEE MAGAHA
CLERK & COMPTROLLER
ESCAMBIA COUNTY, FLORIDA
BY: McConnell D.C.

2010 CA 2454

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE JUSTICE CENTER: <input checked="" type="checkbox"/> Central - 700 Civic Center Dr. West, Santa Ana, CA 92701-4045 <input type="checkbox"/> Civil Complex Center - 751 W. Santa Ana Blvd., Santa Ana, CA 92701-4512 <input type="checkbox"/> Harbor-Laguna Hills Facility - 23141 Moulton Pkwy., Laguna Hills, CA 92653-1251 <input type="checkbox"/> Harbor-Newport Beach Facility - 4601 Jamboree Rd., Newport Beach, CA 92660-2595 <input type="checkbox"/> Lamoreaux - 341 The City Drive, Orange, CA 92868-3205 <input type="checkbox"/> North - 1275 N. Berkeley Ave., P. O. Box 5000, Fullerton, CA 92838-0500 <input type="checkbox"/> West - 8141 13 th Street, Westminster, CA 92683-4593		ERNIE LEE MAGAHA CLERK OF CIRCUIT COURT ESCAMBIA COUNTY, FL 2010 AUG 20 P 12:29 CIVIL DIVISION FILED & RECORDED
PLAINTIFF/PETITIONER: BALBOA CAPITAL CORPORATION, a California corporation		
DEFENDANT/RESPONDENT: COOK DEVELOPMENT COMPANY, a Florida corporation; BYRON COOK, an individual; and DOES 1 through 10, inclusive		
EXEMPLIFICATION OF COURT RECORD	CASE NUMBER: 30-2009-00120149	

I, Alan Carlson, Executive Officer and Clerk of the Superior Court of California, County of Orange, which is a court having a seal, do certify and attest that the attached document consisting of 2 page(s) is a true and correct copy of the original record in this Court.

Date Filed:	Document:
OCT 06, 2009/	JUDGMENT BY DEFAULT BY COURT(END)/
/	/
/	/
/	/



Date: June 30, 2010

Alan Carlson

Clerk of the Superior Court

James A. Rice
TYPE OR PRINT NAME

JR
INITIAL

I, the undersigned, a judge of the above-named court, certify that Alan Carlson, who is named above, is the Clerk of the above-named court, having a seal, which is affixed above; that this person is the proper officer of the court authorized by law to execute the same; that the Clerk's signature is genuine; and that the attestation is in due form according to the laws of the State of California.



Date: June 30, 2010

Case: 2010 CA 002454

 00056021744
 Dkt: CA1310 Pg#: 3

FILED & RECORDED
 CIVIL DIVISION
 2010 AUG 23 A 9:49
 ERNIE LEE MAGAHA
 CLERK OF CIRCUIT COURT
 ESCAMBIA COUNTY, FL

Therese Bon

JUDICIAL OFFICER

1 MICHELLE A. CHIONGSON (SBN 221740)
2 **BALBOA CAPITAL CORPORATION**
3 2010 Main Street, 11th Floor
4 Irvine, California 92614
5 Tel: (949) 756-0800/Fax: (949) 224-2703

6 Attorneys for Plaintiff

7
8 **RECEIVED**
9 SUPERIOR COURT OF CALIFORNIA
10 CENTRAL JUSTICE CENTER

11 JUN 15 2009

12 BY: R. LUCEY

13 **SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE**
14 **CENTRAL JUSTICE CENTER**

15 **BALBOA CAPITAL CORPORATION, a**
16 **California corporation**

17 Plaintiff,

18 vs.

19 **COOK DEVELOPMENT COMPANY, a**
20 **Florida corporation; BYRON COOK, an**
21 **individual; and DOES 1 through 10,**
22 **inclusive,**

23 Defendants.

CASE NO.: 30-2009-00120149

Assigned for all purposes to:
The Honorable Sheila Fell
Department C22

[PROPOSED] JUDGMENT BY
DEFAULT BY COURT

[Code of Civil Procedure §585(d)]

Default Prove-Up Hearing:

Date: _____
Time: _____
Dept: C22

Complaint Filed: March 17, 2009
Trial Date: None Set

24 In this action, Defendants COOK DEVELOPMENT COMPANY, a Florida
25 corporation and BYRON COOK, an individual, having been served with a copy of the
26 Summons and Complaint, having failed to appear and answer the Complaint of Plaintiff
27 BALBOA CAPITAL CORPORATION, a California corporation, within the time allowed
28 by law, the default of Defendants COOK DEVELOPMENT COMPANY, a Florida
corporation and BYRON COOK, an individual, having been duly entered, and upon
application of BALBOA CAPITAL CORPORATION, a California corporation, for

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
CENTRAL JUSTICE CENTER
OCT 06 2009
ALAN CARLSON, Clerk of the Court
Alan Carlson
BY C FARIAS

1 judgment in accordance with California *Code of Civil Procedure* Section 585(d), the
2 Court having reviewed the papers and pleadings on file herein, and good cause
3 appearing therefor,

4 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that BALBOA
5 CAPITAL CORPORATION, a California corporation, shall have judgment against
6 Defendants COOK DEVELOPMENT COMPANY, a Florida corporation and BYRON
7 COOK, an individual, as follows:

8 BALBOA CAPITAL CORPORATION, a California corporation, shall have and
9 recover from Defendants COOK DEVELOPMENT COMPANY, a Florida corporation
10 and BYRON COOK, an individual, the sum of \$29,307.35, plus prejudgment interest in
11 the sum of \$1,292.74, plus costs incurred herein in the sum of \$815.00, plus attorneys'
12 fees pursuant to Local Rule 366 in the sum of \$1,829.22, for a total Judgment in the
13 sum of \$33,244.31.

14
15 DATED: OCT 06 2009



JUDGE OF THE SUPERIOR COURT
JUDGE SHEILA FELL

IN THE CIRCUIT COURT OF THE
1st JUDICIAL DISTRICT IN AND FOR
ESCAMBIA COUNTY, FLORIDA

GENERAL JURISDICTION DIVISION

CASE NO.

BALBOA CAPITAL CORPORATION,
a California corporation,

Plaintiff,

vs.

COOK DEVELOPMENT COMPANY and
BYRON COOK,

Defendants.

AFFIDAVIT

STATE OF CALIFORNIA)
COUNTY OF Orange) ss.:

Michele Miller, being duly sworn, deposes and states:

1. I am the Collections Manager of plaintiff, Balboa Capital Corporation ("BCC"),
the plaintiff in the above-styled case.

2. I make this affidavit based on my personal knowledge and my review of BCC's files
and business records with respect to the defendants in this action.

3. The business records of BCC are complete and correct, have been kept under my
supervision and control and were made at or near the time of the events recorded in the records by
or from information transmitted by a person with knowledge. These records are kept in the

Case: 2010 CA 002454



00006224248

Dkt: CA1002 Pg#: 3

ordinary course of a regularly conducted business activity and it is BCC's regular practice to keep such records.

4. The last known post-office address for the judgment debtors, Cook Development Company and Byron Cook, is 6354 Rambler Drive, Pensacola, Florida 32503.

5. The post-office address of the judgment creditor BCC is 2010 Main Street, 11th Floor, Irvine, CA 92614.


Michele Miller

J:\Wpdocs\Balboa Capital Corporation\Affidavit Domestication Brown.10051.040

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

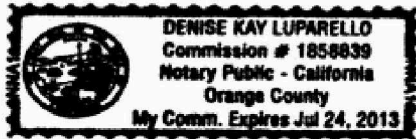
County of OrangeOn July 22, 2010 before me, Denise Kay Luparello, Notary Public

Date

Here Insert Name and Title of the Officer

personally appeared Michele Miller

Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is~~are~~ subscribed to the within instrument and acknowledged to me that he~~/she/they~~ executed the same in his~~/her/their~~ authorized capacity~~(ies)~~, and that by his~~/her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature: Denise Kay Luparello

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: AffidavitDocument Date: UndatedNumber of Pages: 2Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer(s)

Signer's Name: Michele Miller

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Corporate Officer — Title(s): _____☐ Individual☐ Individual☐ Partner — ☐ Limited ☐ General☐ Partner — ☐ Limited ☐ General☐ Attorney in Fact☐ Attorney in Fact☐ Trustee☐ Trustee☐ Guardian or Conservator☐ Guardian or Conservator☒ Other: Collections☐ Other: _____Signer Is Representing: BCC

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

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RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Recorded in Public Records 04/08/2010 at 03:14 PM OR Book 6578 Page 1005,
Instrument #2010022229, Ernie Lee Magaha Clerk of the Circuit Court Escambia
County, FL

STATE OF MINNESOTA

COUNTY OF HENNEPIN

Kraus-Anderson Capital, Inc, a
Minnesota corporation,

Plaintiff,

vs.

Cook Development Company and
Byron M. Cook

Defendants.

FILED

2010 FEB 18 AM 11:59

BY D DEPUTY
HENN CO. DISTRICT
COURT ADMINISTRATOR

DISTRICT COURT

FOURTH JUDICIAL DISTRICT

Case Type: Contract
Case File No. 27-CV-09-29389

Judge: Mary E. Steenson DuFresne

**FINDINGS OF FACT,
CONCLUSIONS OF LAW AND
ORDER FOR JUDGMENT
AND JUDGMENT**

APR 11
2010 P 3 58
CIVIL DIVISION
RECORDED
MAGAHA
CLERK OF COURT
ESCAMBIA, FL

The above-entitled matter came on for hearing before the undersigned Judge on February 10, 2010 upon the motion of the Plaintiff. James E. Schmeckpeper, Esq. appeared on behalf of the Plaintiff. NO ONE appeared on behalf of the Defendants. The Court, having considered the evidence filed and introduced herein, makes the following Findings of Fact and Conclusion of Law:

FINDINGS OF FACT

1. Plaintiff, Kraus-Anderson Capital, Inc. ("Kraus-Anderson") is a Minnesota corporation with its principal place of business at 523 South 8th Street, Minneapolis, Minnesota 55404.
2. Defendant, Cook Development Company ("CDC") is a Florida corporation whose place of business is at 6354 Rambler Drive, Pensacola, Florida 32505.
3. Defendant, Byron M. Cook is an officer of CDC and resides at 6354 Rambler Drive, Pensacola, Florida 32505.

Case: 2010 CA 001019
00069106896
Dkt: CA1310 Pg#: 5

4. On or about May 5, 2006, Kraus-Anderson made a loan to CDC in the amount of \$63,537.00 pursuant to the terms of a Promissory Note dated May 5, 2006 (the "2006 Note").
5. The loan was made to enable CDC to purchase a used 2004 Vibromax VM66 Vibratory Roller, Serial No. JKC9441103 ("2006 Equipment").
6. To secure payment of the 2006 Note, Byron M. Cook executed and delivered to Kraus-Anderson, a written Guaranty, dated May 5, 2006 (the "Guaranty") pursuant to which Byron M. Cook unconditionally guaranteed payment of each and every obligation of CDC whether existing at that time or in the future.
7. To further secure payment of the 2006 Note, CDC granted Kraus-Anderson a security interest in the 2006 Equipment by executing and delivering to Kraus-Anderson a Security Agreement dated May 5, 2006 ("2006 Security Agreement").
8. Kraus-Anderson perfected its security interest in the 2006 Equipment by filing a UCC Financing Statement with the Office of the Florida Secretary of State on May 10, 2006 as Document No. 200602618035.
9. Pursuant to the terms of the 2006 Note, CDC was to pay Kraus-Anderson \$63,537.00 together with interest at the annual rate of 9.75% by paying sixty (60) monthly installments of \$1,342.17 commencing July 1, 2006 and ending June 1, 2011.
10. On or about May 17, 2007, Kraus-Anderson made a second loan to CDC in the amount of \$49,675.42 pursuant to the terms of a Promissory Note dated May 17, 2007 (the "2007 Note").
11. The loan was made to enable CDC to purchase a new ASV Rubber Track Loader Model RCV, Serial No. RSG00282, with bucket and deluxe cab with AC and new Davco 6470 Brush Cutter Serial No. 6339 ("2007 Equipment").

12. Payment of the 2007 Note is also secured by the Guaranty.
13. To further secure payment of the 2007 Note, CDC granted Kraus-Anderson a security interest in the 2007 Equipment by executing and delivering to Kraus-Anderson a Security Agreement dated May 17, 2007 ("2007 Security Agreement").
14. Kraus-Anderson perfected its security interest in the 2007 Equipment by filing a UCC Financing Statement with the Office of the Florida Secretary of State on May 23, 2007 as Document No. 200705618348.
15. Pursuant to the terms of the 2007 Note, CDC was to pay Kraus-Anderson \$49,675.42 together with interest at the annual rate of 8.6% by paying twelve (12) monthly installments of \$1,226.76 commencing August 1, 2007, followed by forty-eight (48) monthly installments of \$958.30, ending July 1, 2012.
16. The 2006 Note and 2007 Note are collectively referred to as the "Notes". The 2006 Security Agreement and 2007 Security Agreement are collectively referred to as the "Security Agreements". The 2006 Equipment and the 2007 Equipment are collectively referred to as the "Equipment".
17. As of January 29, 2009, CDC had failed to make the required monthly payments due under the Notes and continues to fail or refuses to make said payments.
18. As a result of the default, Kraus-Anderson has exercised its right to accelerate the due date of all remaining principal payments due under the Notes and all such payments, together with accrued interest at the annual rates provided in the Notes plus late charges, are immediately due and payable.
19. Notice of default and demand for payment was given to Defendants by letter dated January 29, 2009.

20. Kraus-Anderson has repossessed the Equipment and intends to sell the Equipment and apply the proceeds as provided in the Security Agreements. As of the date hereof, Kraus-Anderson has not been able to sell the Equipment.

21. Kraus-Anderson has incurred costs in repossessing the Equipment in the amount of \$855.54, costs to repair the Equipment to a condition suitable for re-sale in the amount of \$1,635.70 and Defendants are required to reimburse Kraus-Anderson for these costs pursuant to Section 4 of the Security Agreements.

22. Plaintiff has incurred costs and expenses in the amount of \$842.00 and attorney's fees in the amount of \$1,619.50 in bringing this action.

23. As of February 10, 2010, Defendants owe Kraus-Anderson Capital, Inc. the following amounts:

a) Principal:	\$85,339.24
b) Interest:	\$14,750.80
c) Late fees:	\$3,226.59
d) Repossession costs	\$855.54
e) Repair costs	\$1,635.70
f) Costs and Disbursements	\$842.00
g) Attorney's Fees	\$1,619.50
Total	\$108,269.25

24. Defendants were both personally served with the Summons and Complaint in this matter on April 6, 2009.

25. Defendant's served an answer to the Summons and Complaint.

26. On or about July 1, 2009 Plaintiff served Defendants with Plaintiff's First Interrogatories but, to date, Defendants have not furnished Plaintiff with answers to Plaintiff's First Interrogatories.

CONCLUSIONS OF LAW

1. There is no genuine issue of material fact and Plaintiff is entitled to summary judgment against Defendants in the amount of \$108,269.25 provided, however, that if the Equipment is sold, Plaintiff shall file a Partial Satisfaction of Judgment in the amount received by Plaintiff from such sale.

ORDER FOR JUDGMENT

Let judgment be entered accordingly.

Dated: Feb 10, 2010.

DISTRICT COURT

Mary A Du Fresne
Judge of District Court

STATE OF MINNESOTA, COUNTY OF HENNEPIN
I hereby certify this 5 page document
to be a true and correct copy to the original
on file and of record in my office,
District Court Administrator

By [Signature] Deputy
3-10

JUDGMENT

I HEREBY CERTIFY THAT THE ABOVE ORDER
CONSTITUTES THE ENTRY OF JUDGMENT OF THIS COURT

MARK S. THOMPSON, COURT ADMINISTRATOR

BY [Signature]

DATE: 2/22/10 (REAL)

CERTIFIED TO BE A TRUE COPY OF THE
ORIGINAL ON FILE IN THIS OFFICE
WITNESS MY HAND AND OFFICIAL SEAL
PAM CHILDERS

CLERK OF THE CIRCUIT COURT & COMPTROLLER
ESCAMBIA COUNTY, FLORIDA

BY: [Signature] D.C.

DATE: 4/12/20

IN THE CIRCUIT COURT FOR THE FIRST JUDICIAL
CIRCUIT IN AND FOR ESCAMBIA COUNTY,
FLORIDA

KRAUS-ANDERSON CAPITAL, INC.,

NO.: 2010 CA 1019

Plaintiff,

v.

COOK DEVELOPMENT COMPANY and
BYRON M. COOK,

Defendants.

FILED & RECORDED
CIRCUIT CIVIL DIVISION
APR 1 2010 3:58 PM
ERNEE MAGAHA
CLERK OF CIRCUIT COURT
ESCAMBIA COUNTY, FL

**AFFIDAVIT PURSUANT TO § 55.505, FLA STAT.
REGARDING RECORDING OF FOREIGN JUDGMENT**

STATE OF FLORIDA)
) ss.
COUNTY OF BREVARD)

Before me the undersigned authority, personally appeared Jesse L. Kabaservice, who was placed under oath and swore that the following statements are true:

1. The Affiant is the attorney for Plaintiff, Kraus-Anderson Capital, Inc. and is authorized to make this Affidavit.
2. Plaintiff has or will cause to have recorded in the office of the Clerk of Court of Escambia County, Florida, a certified copy of that certain judgment rendered on February 22, 2010 in Case No. 27-CV09-29389 in the District Court of the Fourth Judicial District, State of Minnesota, County of Hennepin wherein Kraus-Anderson Capital, Inc., Plaintiff, was awarded a Judgment against Cook Development Company and Byron M. Cook in the principal amount of \$108,269.25 plus legal interest thereon at the rate of 4% per annum from February 22, 2010 and the judgment is unsatisfied.
3. The name and last known post office address of the judgment debtor Cook Development Company is 6354 Rambler Drive, Pensacola, Florida 32505.
4. The name and last known post office address of the judgment debtor Byron M. Cook is 6354 Rambler Drive, Pensacola, Florida 32505.
5. Plaintiff/Creditor, Kraus-Anderson Capital, Inc.'s address is 523 South 8th Street, Minneapolis, Minnesota 55404-1078.

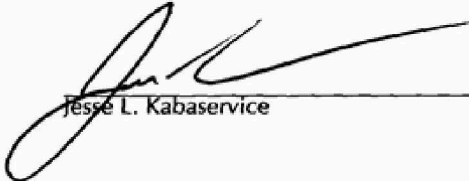
F:\wpdocs\2009\09-16691\Cook Matter\Court Docs\Affidavit Cook.wpd
March 25, 2010 (9:22am)

Case: 2010 CA 001019
00015359553
Dkt: CA1002 Pg#: 2

6. Plaintiff's attorney is Jesse L. Kabaservice, Fallace & Larkin, L.C., 1900 S. Hickory Street, Ste. A, Melbourne, Florida 32901.

FURTHER AFFIANT SAYETH NAUGHT.

Dated this 25 day of March, 2010.


Jesse L. Kabaservice

STATE OF FLORIDA)
) ss.
COUNTY OF BREVARD)

The foregoing instrument was acknowledged before me this 25 day of March, 2010, by Jesse L. Kabaservice who is personally known to me or who has produced _____ as identification.


Notary Public, State of Florida



Recorded in Public Records 11/23/2009 at 03:17 PM OR Book 6532 Page 565,
Instrument #2009080339, Ernie Lee Magaha Clerk of the Circuit Court Escambia
County, FL

IN THE CIRCUIT COURT OF THE 1ST
JUDICIAL CIRCUIT IN AND FOR
EXCAMBIA COUNTY, FLORIDA

PAWNEE LEASING CORPORATION,)
)
Plaintiff,)
)
v.)
)
COOK DEVELOPMENT COMPANY,)
and BYRON M. COOK,)
)
Defendants.)

GENERAL JURISDICTION DIVISION

CASE NO. 2009-CA-1253 Div. A

SUMMARY FINAL JUDGMENT

ERNIE LEE MAGAHA
CLERK OF CIRCUIT COURT
ESCAMBIA COUNTY, FL

FILED & RECORDED
NOV 13 12 3:01 PM
CLERK OF CIRCUIT COURT
ESCAMBIA COUNTY, FL

THIS CAUSE came on before the Court for hearing on November 5, 2009 on Plaintiff's
motion for summary judgment served on July 30, 2009.

Upon consideration of Plaintiff's Complaint and motion, the affidavits filed in support of
it, the answer filed by the Defendants and the Court being otherwise duly advised in the
premises, it finds that there exists no genuine issue of material fact. It is therefore

ORDERED and ADJUDGED as follows:

1. That Plaintiff, PAWNEE LEASING CORPORATION, recover from the
Defendant, COOK DEVELOPMENT COMPANY, the principal sum of \$19,957.93 on Count I
of Plaintiff's Complaint together with interest at the contractual rate from October 15, 2008 in
the amount of \$3,798.24, the principal sum of \$19,547.50 on Count II of the Complaint together
with interest at the contractual rate from January 1, 2009 in the amount of \$2,978.76, costs in the
amount of \$360.00 and attorney's fees in the amount of \$1,080.00 which the Court finds to be
reasonable based upon 5.4 hours reasonably expended at the hourly rate of \$200.00 per hour as

Case: 2009 CA 001253



00006738704

Dkt: CA1036 Pg#:

3

17

Case No. 2009-CA-1253-Div. A
Summary Final Judgment

set forth in the affidavits on file in this cause, making a total of \$47,722.43 which shall bear interest at the rate of 8% per annum from the date of entry of this judgment, for all of which let execution issue.

2. That Plaintiff, PAWNEE LEASING CORPORATION, recover from the Defendant, BYRON M. COOK, as guarantor of the indebtedness of COOK DEVELOPMENT COMPANY, the principal sum of \$39,505.43 together with accrued interest at the contractual rates in the amount the amount of \$6,777.00, costs in the amount of \$360.00 and attorney's fees in the amount of \$1,080.00 which the Court finds to be reasonable based upon 5.4 hours reasonably expended at the hourly rate of \$200.00 per hour as set forth in the affidavits on file in this cause, making a total of \$47,722.43 which shall bear interest at the rate of 8% per annum from the date of entry of this judgment, for all of which let execution issue.

3. It is further ordered and adjudged that COOK DEVELOPMENT COMPANY and BYRON M. COOK shall each complete under oath Florida Rules of Civil Procedure Form 1.977 (Fact Information Sheet) including all required attachments and each shall serve them on Robert J. Schaffer, Esq., P.O. Box 511030, Punta Gorda, Florida 33951 within thirty (30) days from the date of entry of this final judgment unless the final judgment is satisfied or post-judgment discovery is stayed.

4. Jurisdiction of this cause is retained for entry of such further orders as are proper to compel COOK DEVELOPMENT COMPANY and BYRON M. COOK to complete Form 1.977 including all required attachments and to serve them on Robert J. Schaffer, Esq.

Case No. 2009-CA-1253 Div. A
Summary Final Judgment

DONE and ORDERED in Chambers at Pensacola, Escambia County, Florida this 12th
day of November, 2009.

Wesley E. Green
CIRCUIT COURT JUDGE

Copies furnished to:

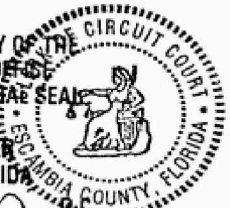
ff
11/19/09
Robert J. Schaffer, Esq.
P.O. Box 511030
Punta Gorda, Florida 33951

COOK DEVELOPMENT COMPANY
6354 Rambler Drive
Pensacola, Florida 32505

BYRON M. COOK
SS# [REDACTED]
117 St. John Street
Pensacola, Florida 32503

Section 55.10(1), Fla. Stat., Address:
PAWNEE LEASING CORPORATION
700 Centre Avenue
Fort Collins, Colorado 80526

CERTIFIED TO BE A TRUE COPY OF THE
ORIGINAL ON FILE IN THIS OFFICE
WITNESS MY HAND AND OFFICIAL SEAL
ERNIE LEE MAGAHA
CLERK & COMPTROLLER
ESCAMBIA COUNTY, FLORIDA
BY: Maria M. [Signature]



Recorded in Public Records 04/28/2009 at 01:00 PM OR Book 6452 Page 1679,
Instrument #2009027801, Ernie Lee Magaha Clerk of the Circuit Court Escambia
County, FL

IN THE CIRCUIT COURT IN AND FOR ESCAMBIA COUNTY, FLORIDA

C. M. PATEL and SAI KRUPA, INC.,
a Florida corporation,

Plaintiffs,

vs.

CASE NO.: 2005-CA-1640

BYRON M. COOK and COOK
INVESTMENT CORPORATION,
a Florida corporation,

Defendants.

FINAL JUDGMENT

THIS CAUSE came on to be heard before me upon the Stipulation for Final Judgment entered between the parties in this cause and executed by the Plaintiff, **C. M. Patel**, Individually, and as President of **Sai Krupa, Inc.**, a Florida corporation, and his counsel, **T. David Mann**, and the defendant, **Byron M. Cook and Cook Investment Corporation**, a Florida corporation, and their counsel, **H. Wesley Reeder**, and the Court being fully advised in the premiss, it is,

ORDERED AND ADJUDGED as follows:

1. The plaintiffs, **C. M. Patel**, and **Sai Krupa, Inc.**, a Florida corporation, whose address is **4031 Stefani Road, Pensacola, Florida 32533**, shall recover from the

Case: 2005 CA 001640
00032817034
Dkt: CA1036 Pg#: 3

21

defendants, Byron M. Cook and Cook Investment Corporation, a Florida corporation, whose address is 117 St. John Street, Pensacola, Florida 32503, the sum of One Hundred Twenty-Five Thousand and 00/100 (\$125,000.00) Dollars, which judgment shall not be affected by any of the following provisions except for the agreement to delay its recording, and that said judgment shall bear interest at the legal rate for which let execution issue forthwith.

2. The One Hundred Twenty-Five thousand and 00/100 (\$125,000.00) Dollar judgment shall not be recorded in the public records of Escambia County, Florida until six (6) months after the Court enters the Final Judgment. During the six (6) month period of time, defendants shall have the exclusive option of purchasing the property by paying to the plaintiffs the additional sum of One Hundred Seventy-Five thousand and 00/100 (\$175,000.00) Dollars.

3. In the event defendants do not pay plaintiffs the sum of One Hundred Seventy-Five Thousand and 00/100 (\$175,000.00) Dollars as described in paragraph two above within six (6) months from the date of entry of the Final Judgment, then Patel shall be entitled to record and seek collection of the One Hundred Twenty-Five Thousand and 00/100 (\$125,000.00) Dollars judgment and the option of the defendants to purchase shall be null and void.

4. Each party shall bear their own attorney's fees and costs in this matter.
5. That the Court reserves jurisdiction to enter such other and further orders as may be necessary in order to enforce the terms and conditions of this Final Judgment.

DONE AND ORDERED in Chambers at Pensacola, Escambia County, Florida,
on this 21st day of April, 2009.


CIRCUIT JUDGE

Conformed copies to:

T. David Mann
H. Wesley Reeder > 4-24-09 NW



CERTIFIED TO BE A TRUE COPY
OF THE ORIGINAL ON FILE IN THIS OFFICE
WITNESS MY HAND AND OFFICIAL SEAL
ERNIE LEE MAGAHA, CLERK
CIRCUIT COURT AND COUNTY COURT
ESCAMBIA COUNTY FLORIDA
BY Cynthia Lee DC
DATE 10-23-2009

STATE OF FLORIDA
COUNTY OF ESCAMBIA

CERTIFICATE OF NOTICE OF MAILING
NOTICE OF APPLICATION FOR TAX DEED

CERTIFICATE # 01343 of 2021

I, PAM CHILDERS, CLERK OF THE CIRCUIT COURT OF ESCAMBIA COUNTY, FLORIDA, do hereby certify that I did on December 21, 2023, mail a copy of the foregoing Notice of Application for Tax Deed, addressed to:

BYRON M COOK RAMBLING PROPERTIES OF FLORIDA INC
117 ST JOHN ST 4400 BAYOU BOULEVARD 13-C
PENSACOLA FL 32503 PENSACOLA, FL 32503

RAMBLING PROPERTIES OF FLORIDA INC FOUNDATION FINANCIAL SERVICES INC
6354 RAMBLER DR 12671 HIGHWAY 98 FOUNTAIN PLAZA INC
PENSACOLA, FL 32505 SUITE 203
MIRAMAR BEACH, FL 32550

LOREN FRED BJORNSEN TR BALBOA CAPITAL CORPORATION
BJORNSEN NON-MARITAL TRUST 2010 MAIN STREET 11TH FLOOR
412 COBIA AVENUE IRVINE, CA 92614
FORT WALTON BEACH, FL 32548-6927

SBF II LLC AS ASSIGNEE OF SUNBRIDGE CAPITAL INC KRAUS-ANDERSON CAPITAL INC
PO BOX 876679 523 SOUTH 8TH STREET
KANSAS CITY, MO 64187 MINNEAPOLIS, MN 55404-1078

PAWNEE LEASING CORPORATION CM PATEL AND SAI KRUPA INC
700 CENTRE AVENUE 4031 STEFANI ROAD
FORT COLLINS, COLORADO 80526 PENSACOLA FL 32533

ESCAMBIA COUNTY / COUNTY ATTORNEY ESCAMBIA COUNTY OFFICE OF CODE ENFORCEMENT
221 PALAFOX PLACE STE 430 ESCAMBIA CENTRAL OFFICE COMPLEX
PENSACOLA FL 32502 3363 WEST PARK PLACE
PENSACOLA FL 32505

WITNESS my official seal this 21th day of December 2023.



PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

By:
Emily Hogg
Deputy Clerk

WARNING

THERE ARE UNPAID TAXES ON PROPERTY WHICH YOU OWN OR IN WHICH YOU HAVE A LEGAL INTEREST. THE PROPERTY WILL BE SOLD AT PUBLIC AUCTION ON February 7, 2024, UNLESS THE TAXES ARE PAID. SHOULD YOU NEED FURTHER INFORMATION CONTACT THE CLERK OF THE CIRCUIT COURT IMMEDIATELY AT THE COUNTY COURTHOUSE IN PENSACOLA, FLORIDA, OR CALL 850-595-3793.

NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That ATCF II FLORIDA-A LLC holder of Tax Certificate No. 01343, 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:

N1/2 OF FOLLOWING DESCRIBED PROPERTY BEG AT INTER OF S LI OF SEC AND W R/W LI OF FRISCO RR W ALG S LI OF SEC 437 FT N PARL TO FRISCO RR 966 FT TO PROPERTY OF E E BOONE E ALG S LI OF BOONE PROPERTY 437 FT TO W R/W LI OF RR S ALG R/W LI 966 FT TO POB LESS W 33 FT FOR ROAD DB 521 P 165 LESS OR 4345 P 728 LIVE OAK MOBILE HOME ESTATES INC

SECTION 39, TOWNSHIP 1 S, RANGE 30 W

TAX ACCOUNT NUMBER 040889000 (0224-15)

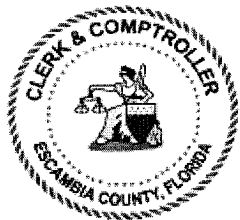
The assessment of the said property under the said certificate issued was in the name of

BYRON M COOK

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 February, which is the 7th day of February 2024.

Dated this 14th day of December 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

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Post Property:

6354 RAMBLER DR 32505



PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

By:
Emily Hogg
Deputy Clerk

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SECTION 39, TOWNSHIP 1 S, RANGE 30 W

TAX ACCOUNT NUMBER 040889000 (0224-15)

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BYRON M COOK

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Dated this 14th day of December 2023.

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Personal Services:

BYRON M COOK
117 ST JOHN ST
PENSACOLA FL 32503

PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA



By:
Emily Hogg
Deputy Clerk

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SECTION 39, TOWNSHIP 1 S, RANGE 30 W

TAX ACCOUNT NUMBER 040889000 (0224-15)

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Dated this 14th day of December 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.

Personal Services:

**RAMBLING PROPERTIES OF
FLORIDA INC**
4400 BAYOU BOULEVARD 13-C
PENSACOLA, FL 32503

PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA



By:
Emily Hogg
Deputy Clerk

ESCAMBIA COUNTY SHERIFF'S OFFICE
ESCAMBIA COUNTY, FLORIDA

NON-ENFORCEABLE RETURN OF SERVICE 0224-15

Document Number: ECSO23CIV046354NON

Agency Number: 24-002359

Court: TAX DEED

County: ESCAMBIA

Case Number: CERT NO 01343 2021

Attorney/Agent:

PAM CHILDERS
CLERK OF COURT
TAX DEED

Plaintiff: RE: BYRON M COOK

Defendant:

Type of Process: NOTICE OF APPLICATION FOR TAX DEED

Individual

Received this Writ on 12/27/2023 at 8:55 AM and served same on BYRON M COOK , at 1:50 PM on 1/4/2024 in ESCAMBIA COUNTY, FLORIDA, by delivering a true copy of this Writ together with a copy of the initial pleadings, if any, with the date and hour of service endorsed thereon by me.

CHIP W SIMMONS, SHERIFF
ESCAMBIA COUNTY, FLORIDA

By: _____

2 Jan 4 2024

T. ANTHONY, CPS

Service Fee: \$40.00

Receipt No: BILL

Printed By: KMJACKSON

WARNING

THERE ARE UNPAID TAXES ON PROPERTY WHICH YOU OWN OR IN WHICH YOU HAVE A LEGAL INTEREST. THE PROPERTY WILL BE SOLD AT PUBLIC AUCTION ON February 7, 2024, UNLESS THE TAXES ARE PAID. SHOULD YOU NEED FURTHER INFORMATION CONTACT THE CLERK OF THE CIRCUIT COURT IMMEDIATELY AT THE COUNTY COURTHOUSE IN PENSACOLA, FLORIDA, OR CALL 850-595-3793.

NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That ATCF II FLORIDA-A LLC holder of Tax Certificate No. 01343, 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:

N1/2 OF FOLLOWING DESCRIBED PROPERTY BEG AT INTER OF S LI OF SEC AND W R/W LI OF FRISCO RR W ALG S LI OF SEC 437 FT N PARL TO FRISCO RR 966 FT TO PROPERTY OF E E BOONE E ALG S LI OF BOONE PROPERTY 437 FT TO W R/W LI OF RR S ALG R/W LI 966 FT TO POB LESS W 33 FT FOR ROAD DB 521 P 165 LESS OR 4345 P 728 LIVE OAK MOBILE HOME ESTATES INC

SECTION 39, TOWNSHIP 1 S, RANGE 30 W

TAX ACCOUNT NUMBER 040889000 (0224-15)

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

BYRON M COOK

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 February, which is the 7th day of February 2024.

Dated this 14th day of December 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.

Personal Services:

BYRON M COOK
117 ST JOHN ST
PENSACOLA FL 32503



PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

By:
Emily Hogg
Deputy Clerk

RECEIVED
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA
JAN 10 2024

ESCAMBIA COUNTY SHERIFF'S OFFICE

ESCAMBIA COUNTY, FLORIDA

NON-ENFORCEABLE RETURN OF SERVICE 0224-15

Document Number: ECSO23CIV046356NON

Agency Number: 24-002361

Court: TAX DEED

County: ESCAMBIA

Case Number: CERT NO 01343 2021

Attorney/Agent:

PAM CHILDERS
CLERK OF COURT
TAX DEED

Plaintiff: RE: BYRON M COOK

Defendant:

Type of Process: NOTICE OF APPLICATION FOR TAX DEED

Received this Writ on 12/27/2023 at 8:55 AM and served same at 8:30 AM on 1/4/2024 in ESCAMBIA COUNTY, FLORIDA, by serving POST PROPERTY , the within named, to wit: , .

POSTED TO PROPERTY PER CLERKS OFFICE INSTRUCTIONS

CHIP W SIMMONS, SHERIFF
ESCAMBIA COUNTY, FLORIDA

By: _____



J. CYPRET, CPS

Service Fee: \$40.00

Receipt No: BILL

Printed By: KMJACKSON

WARNING

THERE ARE UNPAID TAXES ON PROPERTY WHICH YOU OWN OR IN WHICH YOU HAVE A LEGAL INTEREST. THE PROPERTY WILL BE SOLD AT PUBLIC AUCTION ON February 7, 2024, UNLESS THE TAXES ARE PAID. SHOULD YOU NEED FURTHER INFORMATION CONTACT THE CLERK OF THE CIRCUIT COURT IMMEDIATELY AT THE COUNTY COURTHOUSE IN PENSACOLA, FLORIDA, OR CALL 850-595-3793.

NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That ATCF II FLORIDA-A LLC holder of Tax Certificate No. 01343, 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:

N1/2 OF FOLLOWING DESCRIBED PROPERTY BEG AT INTER OF S LI OF SEC AND W R/W LI OF FRISCO RR W ALG S LI OF SEC 437 FT N PARL TO FRISCO RR 966 FT TO PROPERTY OF E E BOONE E ALG S LI OF BOONE PROPERTY 437 FT TO W R/W LI OF RR S ALG R/W LI 966 FT TO POB LESS W 33 FT FOR ROAD DB 521 P 165 LESS OR 4345 P 728 LIVE OAK MOBILE HOME ESTATES INC

SECTION 39, TOWNSHIP 1 S, RANGE 30 W

TAX ACCOUNT NUMBER 040889000 (0224-15)

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

BYRON M COOK

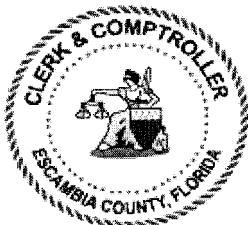
Unless said certificate shall be redeemed according to law, the property described therein will be sold to the highest bidder at public auction at 9:00 A.M. on the first Wednesday in the month of February, which is the 7th day of February 2024.

Dated this 14th day of December 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.

Post Property:

6354 RAMBLER DR 32505



PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

By:
Emily Hogg
Deputy Clerk

RECEIVED
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA
JAN 17 2024

ESCAMBIA COUNTY SHERIFF'S OFFICE
ESCAMBIA COUNTY, FLORIDA

NON-ENFORCEABLE RETURN OF SERVICE

0224-15

Document Number: ECSO23CIV046355NON

Agency Number: 24-002360

Court: TAX DEED

County: ESCAMBIA

Case Number: CERT NO 01343 2021

Attorney/Agent:

PAM CHILDERS
CLERK OF COURT
TAX DEED

Plaintiff: RE: BYRON M COOK

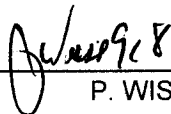
Defendant:

Type of Process: NOTICE OF APPLICATION FOR TAX DEED

Received this Writ on 12/27/2023 at 8:55 AM and served same on RAMBLING PROPERTIES OF FLORIDA INC , at 9:25 AM on 12/28/2023 in ESCAMBIA COUNTY, FLORIDA, by delivering a true copy of this Writ together with a copy of the initial pleadings, if any, with the date and hour of service endorsed thereon by me, to JEFF PRICE, as Registered Agent of the within named pursuant to Chapter 48.081, 48.091 and 48.092, of the Florida Statutes.

CHIP W SIMMONS, SHERIFF
ESCAMBIA COUNTY, FLORIDA

By: _____



P. WISE, CPS

Service Fee: \$40.00

Receipt No: BILL

Printed By: KMJACKSON

WARNING

THERE ARE UNPAID TAXES ON PROPERTY WHICH YOU OWN OR IN WHICH YOU HAVE A LEGAL INTEREST. THE PROPERTY WILL BE SOLD AT PUBLIC AUCTION ON February 7, 2024, UNLESS THE TAXES ARE PAID. SHOULD YOU NEED FURTHER INFORMATION CONTACT THE CLERK OF THE CIRCUIT COURT IMMEDIATELY AT THE COUNTY COURTHOUSE IN PENSACOLA, FLORIDA, OR CALL 850-595-3793.

NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That **ATCF II FLORIDA-A LLC** holder of **Tax Certificate No. 01343**, 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:

N1/2 OF FOLLOWING DESCRIBED PROPERTY BEG AT INTER OF S LI OF SEC AND W R/W LI OF FRISCO RR W ALG S LI OF SEC 437 FT N PARL TO FRISCO RR 966 FT TO PROPERTY OF E E BOONE E ALG S LI OF BOONE PROPERTY 437 FT TO W R/W LI OF RR S ALG R/W LI 966 FT TO POB LESS W 33 FT FOR ROAD DB 521 P 165 LESS OR 4345 P 728 LIVE OAK MOBILE HOME ESTATES INC

SECTION 39, TOWNSHIP 1 S, RANGE 30 W

TAX ACCOUNT NUMBER 040889000 (0224-15)

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BYRON M COOK

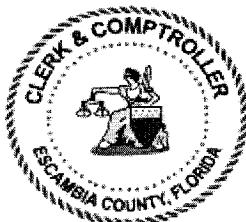
Unless said certificate shall be redeemed according to law, the property described therein will be sold to the highest bidder at public auction at 9:00 A.M. on the **first** Wednesday in the month of February, which is the **7th** day of February 2024.

Dated this 14th day of December 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.

Personal Services:

**RAMBLING PROPERTIES OF
FLORIDA INC**
4400 BAYOU BOULEVARD 13-C
PENSACOLA, FL 32503



PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA



By:
Emily Hogg
Deputy Clerk

RECEIVED
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA
JAN 10 2024

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 8990, Page 740, of Escambia County, for the tax certificate, tax deed, and property described below:

Tax Certificate No. Certificate No. 01343, issued the 1st day of June, A.D., 2021

TAX ACCOUNT NUMBER: 040889000 (0224-15)

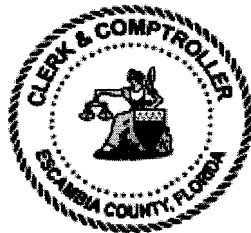
DESCRIPTION OF PROPERTY:

N1/2 OF FOLLOWING DESCRIBED PROPERTY BEG AT INTER OF S LI OF SEC AND W R/W LI OF FRISCO RR W ALG S LI OF SEC 437 FT N PARL TO FRISCO RR 966 FT TO PROPERTY OF E E BOONE E ALG S LI OF BOONE PROPERTY 437 FT TO W R/W LI OF RR S ALG R/W LI 966 FT TO POB LESS W 33 FT FOR ROAD DB 521 P 165 LESS OR 4345 P 728 LIVE OAK MOBILE HOME ESTATES INC

SECTION 39, TOWNSHIP 1 S, RANGE 30 W

NAME IN WHICH ASSESSED: BYRON M COOK

Dated this 19th day of January 2024.



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



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

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

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

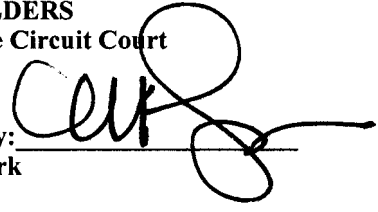
**PAM CHILDERS, CLERK OF THE CIRCUIT COURT
Tax Certificate Redeemed From Sale
Account: 040889000 Certificate Number: 001343 of 2021**

Payor: BYRON COOK 117 ST JOHN ST PENSACOLA FL 32503 Date 1/19/2024

Clerk's Check # 11893602
Tax Collector Check # 1

Clerk's Total	\$524.40
Tax Collector's Total	\$6,725.79
Postage	\$60.00
Researcher Copies	\$0.00
Recording	\$10.00
Prep Fee	\$7.00
Total Received	\$7,327.19

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>**

BYRON M COOK [0224-15]
117 ST JOHN ST
PENSACOLA FL 32503

9171 9690 0935 0128 0715 14

RAMBLING PROPERTIES OF FLORIDA
INC [0224-15]
4400 BAYOU BOULEVARD 13-C
PENSACOLA, FL 32503

9171 9690 0935 0128 0715 07

RAMBLING PROPERTIES OF FLORIDA
INC [0224-15]
6354 RAMBLER DR
PENSACOLA, FL 32505

9171 9690 0935 0128 0714 91

FOUNDATION FINANCIAL SERVICES INC
[0224-15]
12671 HIGHWAY 98 FOUNTAIN PLAZA INC
SUITE 203
MIRAMAR BEACH, FL 32550

9171 9690 0935 0128 0714 84

LOREN FRED BJORNSON TR [0224-15]
BJORNSON NON-MARITAL TRUST
412 COBIA AVENUE
FORT WALTON BEACH, FL 32548-6927

BALBOA CAPITAL CORPORATION
[0224-15]
2010 MAIN STREET 11TH FLOOR
IRVINE, CA 92614

9171 9690 0935 0128 0714 77

SBF II LLC AS ASSIGNEE OF
SUNBRIDGE CAPITAL INC [0224-15]
PO BOX 876679
KANSAS CITY, MO 64187

9171 9690 0935 0128 0714 60

KRAUS-ANDERSON CAPITAL INC
[0224-15]
523 SOUTH 8TH STREET
MINNEAPOLIS, MN 55404-1078

9171 9690 0935 0128 0714 53

9171 9690 0935 0128 0714 46

PAWNEE LEASING CORPORATION
[0224-15]
700 CENTRE AVENUE
FORT COLLINS, COLORADO 80526

CM PATEL AND SAI KRUPA INC
[0224-15]
4031 STEFANI ROAD
PENSACOLA FL 32533

9171 9690 0935 0128 0714 39

9171 9690 0935 0128 0714 22

ESCAMBIA COUNTY / COUNTY
ATTORNEY [0224-15]
221 PALAFOX PLACE STE 430
PENSACOLA FL 32502

ESCAMBIA COUNTY OFFICE OF CODE
ENFORCEMENT [0224-15]
ESCAMBIA CENTRAL OFFICE COMPLEX
3363 WEST PARK PLACE
PENSACOLA FL 32505

9171 9690 0935 0128 0714 15

9171 9690 0935 0128 0714 08

Redeemed

PERGASCOLA, HIL 32
25 JAN 1962 PM 1

28 DEC 2023 PM 3

quadrant

FIRST-CLASS MAIL

\$007.18⁹

12/21/2023 ZIP 32502
043M31219251

US POSTAGE

Clerk of the Circuit Court & Comptroller

Official Records

221 Palafox Place, Suite 110

Pensacola, FL 32502

PAID COLLECTED
CLERK & FILE
JAN 22 A 11:39
COUNTY

12/28
1st NOTICE 01/10/29
2nd NOTICE 01/12/29
RETURNED

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000113/24

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UNABLE TO FORWARD

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* 2538-00633-26-36

CM PATEL AND SAI KRUPA INC
[0224-15]

4031 STEFANI ROAD
PENSACOLA FL 32533

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Pam Childers
Clerk of the Circuit Court & Comptroller
Official Records
221 Palafox Place, Suite 110
Pensacola, FL 32502

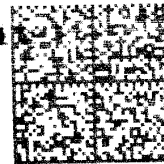
2024 JUN 17
12:00
LOC

CERTIFIED MAIL™



9171 9690 0935 0128 0714 60

PENSACOLA, FL 32502
25 JUN 2024 15:11



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FIRST-CLASS MAIL
IMI
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12/21/2023 ZIP 32502
043M31219251

US POSTAGE

Handwritten signatures

BALBOA CAPITAL CORPORATION
[0224-15]
2010 MAIN STREET 11TH FLOOR
IRVINE, CA 92614

95260000080176449

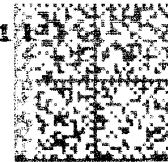
95260000080176449
BWP
95260000080176449

NIXIE 910 SE 1 0001/11/24
RETURN TO SENDER
NOT DELIVERABLE AS ADDRESSED
UNABLE TO FORWARD
BC: 92502583333 *2638-03753-26-38

CERTIFIED MAIL™



9171 9690 0935 0128 0714 39



quadrant

FIRST-CLASS MAIL
IM1

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12/21/2023 ZIP 32502
043M31218251

US POSTAGE

Pam Childers
Clerk of the Circuit Court & Comptroller
Official Records
221 Palafox Place, Suite 110
Pensacola, FL 32502

PAWNEE LEASING CORPORATION
[0224-15]
700 CENTRE AVENUE
FORT COLLINS, COLORADO 80526

2024 JAN 12 A 10:03

PAWNEE LEASING CORPORATION

NIXIE

808 FE 1

0001/07/24

RETURN TO SENDER
NOT DELIVERABLE AS ADDRESSED
UNABLE TO FORWARD

0001/07/24

0001/07/24

Pam Childers
Clerk of the Circuit Court & Comptroller
Official Records
221 Palafox Place, Suite 110
Pensacola, FL 32502

RTS

PAM CHILDERS
CLERK & COMPTROLLER
FILED

2024 FEB -5 A 11:20

PENSA COUNTY, FL

NOT UMB Bank

SBF II LLC AS ASSIGNEE OF
SUNBRIDGE CAPITAL INC [0224-15]
PO BOX 876679
KANSAS CITY, MO 64187

CERTIFIED MAIL™



9171 9690 0935 0128 0714 53



IMI
\$007.18⁰

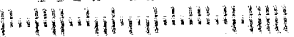
12/21/2023 ZIP 32502
043M31219251

US POSTAGE

1 0001/26/24

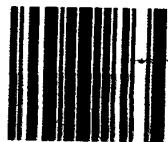
SENDER
AS ADDRESSED
FORWARD

72950-00201-21-00



Pam Childers
Clerk of the Circuit Court & Comptroller
Official Records
221 Palafox Place, Suite 110
Pensacola, FL 32502

CERTIFIED MAIL



9171 9690 0935 0128 0714 91



FIRST-CLASS MAIL

IMI

\$007.18⁰

12/21/2023 ZIP 32502
043M31219251

US POSTAGE

IA

RAMBLING PROPERTIES OF FLORIDA
INC [0224-15]
6354 RAMBLER DR
PENSACOLA, FL 32505

NIXIE 32203 05/13/2024

RETURN TO SENDER
NOT DELIVERABLE AS ADDRESSED
INSUFFICIENT ADDRESS
SORT IN MANUAL ONLY NO AUTOMATION
BC: 56998999955

32203 05/13/2024

THE SUMMATION WEEKLY

A Weekly Publication of the Escambia-Santa Rosa Bar Association Since 2014

NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That ATCF II FLORIDA-A LLC holder of Tax Certificate No. 01343, 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:

N1/2 OF FOLLOWING DESCRIBED PROPERTY
BEG AT INTER OF S LI OF SEC AND W R/W LI
OF FRISCO RR W ALG S LI OF SEC 437 FT N
PARL TO FRISCO RR 966 FT TO PROPERTY OF
E E BOONE E ALG S LI OF BOONE PROPERTY
437 FT TO W R/W LI OF RR S ALG R/W LI 966
FT TO POB LESS W 33 FT FOR ROAD DB 521 P
165 LESS OR 4345 P 728 LIVE OAK MOBILE
HOME ESTATES INC

SECTION 39, TOWNSHIP 1 S, RANGE 30 W
TAX ACCOUNT NUMBER 040889000 (0224-15)

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

BYRON M COOK

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 February, which is the 7th day of February 2024.

Dated this 21st day of December 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

4WR1/3-1/24TD

Before the undersigned authority personally appeared Malcolm Ballinger who under oath says that he is the Legal Administrator and Publisher of The Summation Weekly Newspaper published at Pensacola in Escambia & Santa Rosa County, Florida; that the attached copy of the advertisement, being a notice in the matter of **2021-TD-01343** in the Escambia County Court was published in said newspaper in and was printed and released on January 3, 2024; January 10, 2024; January 17, 2024; and January 24, 2024.

Affiant further says that the said Summation Weekly is a newspaper published at Pensacola, in said Escambia & Santa Rosa Counties, Florida, and that the said newspaper has heretofore been continuously published in said Escambia & Santa Rosa Counties, Florida each week and has been entered as second class mail matter at the post office in Pensacola, in said Escambia County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication of the said newspaper.

X

MALCOLM BALLINGER, PUBLISHER FOR THE
SUMMATION WEEKLY

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me
by means of ☒ physical presence or ☐ online
notarization, this 24th day of January, 2024,
by MALCOLM BALLINGER, who is personally known to
me.

X

, NOTARY PUBLIC



Brooklyn Faith Coates
Notary Public
State of Florida
Comm# HH053675
Expires 10/14/2024