APPLICATION FOR TAX DEED

Section 197.502, Florida Statutes

Application Number: 2300139

To: Tax Collector ofESCAl	MBIA COUNTY, Florida	3
1,		
ASSEMBLY TAX 36, LLC		
ASSEMBLY TAX 36 LLC FBO SE	C PTY	
PO BOX 12225		
NEWARK, NJ 07101-3411,		

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
05-2631-218	2021/1899	06-01-2021	UNIT 25 BEG AT NE COR OF LT 9 THENCE ALG E LI OF SD LT 9 S 8 DEG 12 MIN 00 SEC E 47 99/100 FT POB THENCE CONT ALG SD E LI OF LT 9 AND E LI OF LT 10 S 8 DEG 12 MIN 00 SEC E 30 55/100 FT THENCE S 81 DEG 31 MIN 32 SEC W 165 FT TO W LI OF LT 10 THENCE ALG SD W LI OF LT 10 AND LT 9 N 8 DEG 12 MIN 00 SEC W 30 40/100 FT THENCE N 81 DEG 28 MIN 27 SEC E 165 FT TO POB PART OF LTS 9 & 10 BLK H WESTERNMARK S/D PB 7 P 81 OR 8148 P 455

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
ASSEMBLY TAX 36, LLC
ASSEMBLY TAX 36 LLC FBO SEC PTY
PO BOX 12225
NEWARK, NJ 07101-3411

04-17-2023 Application Date

Applicant's signature

Par	Part 5: Clerk of Court Certified Amounts (Lines 8-14)	
8.	8. Processing tax deed fee	. •
9.	9. Certified or registered mail charge	
10.	10. Clerk of Court advertising, notice for newspaper, and electronic auction fees	
11.	11. Recording fee for certificate of notice	
12.	12. Sheriff's fees	
13.	13. Interest (see Clerk of Court Instructions, page 2)	
14.	14. Total Paid (Li	nes 8-13)
15.	Plus one-half of the assessed value of homestead property, if applicable under s. 197.50 F.S.	2(6)(c),
16.	16. Statutory opening bid (total of Lines 7, 14, 15, and 16 if applicable)	
Sign	Sign here: Date of sale Signature, Clerk of Court or Designee	09/06/2023

INSTRUCTIONS 16.25

Tax Collector (complete Parts 1-4)

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

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

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

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

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

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

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

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

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

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

Clerk of Court (complete Part 5)

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

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

UNIT 25 BEG AT NE COR OF LT 9 THENCE ALG E LI OF SD LT 9 S 8 DEG 12 MIN 00 SEC E 47 99/100 FT POB THENCE CONT ALG SD E LI OF LT 9 AND E LI OF LT 10 S 8 DEG 12 MIN 00 SEC E 30 55/100 FT THENCE S 81 DEG 31 MIN 32 SEC W 165 FT TO W LI OF LT 10 THENCE ALG SD W LI OF LT 10 AND LT 9 N 8 DEG 12 MIN 00 SEC W 30 40/100 FT THENCE N 81 DEG 28 MIN 27 SEC E 165 FT TO POB PART OF LTS 9 & 10 BLK H WESTERNMARK S/D PB 7 P 81 OR 8148 P 455



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

0923.65

							· · · · · · · · · · · · · · · · · · ·	U4123.00
Part 1: Tax Deed	Applic	ation Inform	nation					
Applicant Name Applicant Address	ASSEMBLY TAX 36, LLC ASSEMBLY TAX 36 LLC FBO SEC PTY PO BOX 12225 NEWARK, NJ 07101-3411					Application date		Apr 17, 2023
Property description	PENSACOLA LAKE PROPERTIES LLC 18520 NW 67 AVE #274 MIAMI, FL 33015			Certificate #		2021 / 1899		
	4235 ERRESS BLVD 05-2631-218 UNIT 25 BEG AT NE COR OF LT 9 THENCE ALG E LI OF SD LT 9 S 8 DEG 12 MIN 00 SEC E 47 99/100 FT POB TH (Full legal attached.)			Date certificate issued		06/01/2021		
Part 2: Certificat	es Own	ed by Appl	icant an	d Filed wi	th Tax Deed	Applica	ition	
Column 1 Certificate Number		Column Date of Certific	2	Co	olumn 3 unt of Certificate		Column 4 Interest	Column 5: Total (Column 3 + Column 4)
# 2021/1899	-	06/01/20			667.57		33.3	8 700.9
							→Part 2: Tota	700.9
Part 3: Other Ce	rtificate	s Redeeme	d by Ap	plicant (O	ther than Co	unty)		
Column 1 Certificate Number	Date	olumn 2 e of Other ificate Sale	Column 3 Col		Column 4 Tax Collector's			Total (Column 3 + Column 4 + Column 5)
# 2022/2072	06/	/01/2022		723.84		6.25	36.1	9 766.2
							Part 3: Tota	1 * 766.2
Part 4: Tax Coll	ector C	ertified Am	ounts (L	ines 1-7)		6.25		
Cost of all cert	tificates i	n applicant's p	possessio	n and other	r certificates rec (*	deemed Total of	by applicant Parts 2 + 3 abov	1,467.2 e)
2. Delinquent tax	ces paid	by the applica	nt					0.0
3. Current taxes	paid by t	the applicant						716.8
4. Property inform	mation re	eport fee						200.0
5. Tax deed app		·						175.0
6. Interest accrue	ed by tax	collector und	ler s.197.	542, F.S. (s	ee Tax Collecto	or Instru	ctions, page 2)	0.0
7.							I Paid (Lines 1-6	3) 2,559.1
I certify the above i						y inform		and tax collector's fees
1		1					Escambia, Flo	rida
Sign here: /3	nature, Tax	Collector or Desig	gnee			Da	te <u>May 1st,</u>	2023

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



Real Estate Search

Tangible Property Search

Sale List

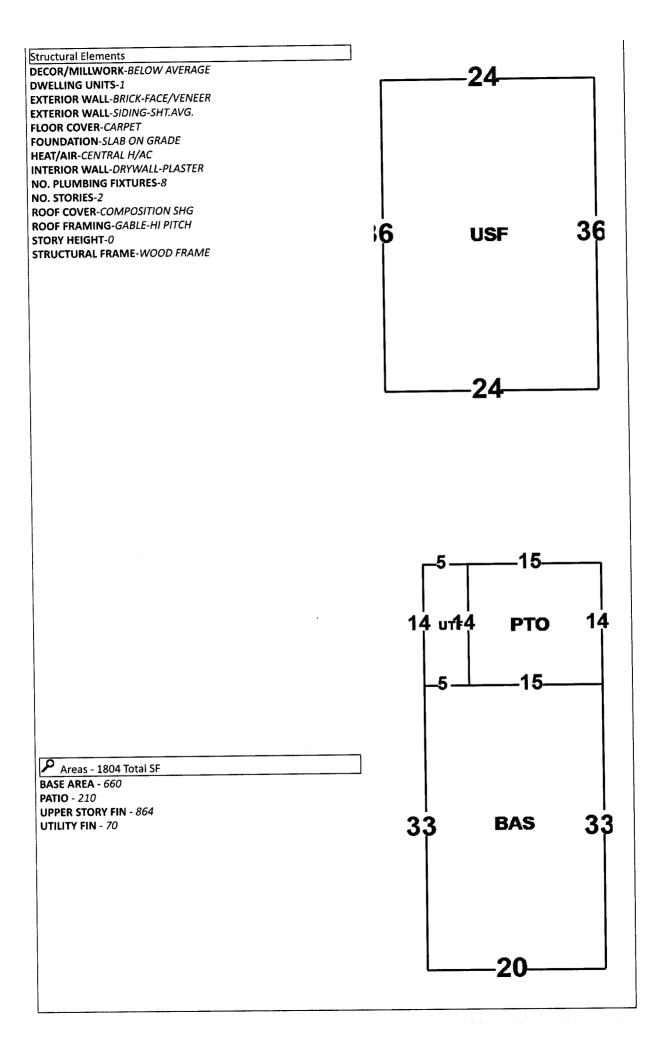
Account: 0 Owners: P Mail: 1 N Situs: 4 Use Code: S Taxing	92530100 952631218 PENSACOLA 18520 NW MIAMI, FL	A LAKE PRO 67 AVE #27			Year 2022	Land	Imprv	Total	Cap Val
Owners: P Mail: 1 Situs: 4 Use Code: S Taxing	PENSACOLA 18520 NW MIAMI, FL	A LAKE PRO 67 AVE #27			2022				شناستسنا از تابت
Mail: 1 N Situs: 4 Use Code: S Taxing	L8520 NW MIAMI, FL	67 AVE #27			2022	\$2,000	\$43,716	\$45,716	\$38,97
Situs: 4 Use Code: S Taxing	MIAMI, FL			ES LLC	2021	\$2,000	\$33,708	\$35,708	\$35,42
Use Code: S	4235 ERRES		4	ļ	2020	\$2,000	\$30,208	\$32,208	\$32,20
Taxing		SS BLVD 32		_	ļ.		Disclaime	er	
-	SINGLE FAN	AILY - TOW	NHON	IE 🔑			Tax Estima	lar.	***************************************
Authority:	COUNTY M	STU			,Eil	e for New H	lax Estima lomestead I	A	 Online
Tax Inquiry: <u>C</u> Tax Inquiry link c Escambia County	courtesy of							Section 1	
Sales Data					2022 Ce	rtified Roll E	xemptions	and the second second	- 15 - 15 B
Sale Date Bo	ook Page	Value -	Tuna	Official Records (New Window)	None		Control of the Contro	W. Charles Control of the Control of	minute out significant of social
07/17/2019 81	148 455	\$44,000	WD	D.					
12/27/2018 80	24 825	\$42,700	WD	C _o			en		
10/09/2018 79	994 1533	\$22,500	WD	C _o		escription	OR OF LT 9 TH	IENCE ALG E I	LOESD
04/13/2017 76		\$100	QC	٥			00 SEC E 47 9		
02/07/2013 69		\$100	WD	Ē,	CONT A	LG			
02/07/2013 69		\$5,000		Ē					
	436 346	\$26,500		C)					
•		, ,							
· ·	011 684	\$100			<u></u>				
01/1976 10	005 267	\$350,000		D _o	Extra F	eatures			
02,23.0	07 786	\$100			None				and an analysis of
Official Records Escambia Count Comptroller	Inquiry co ty Clerk of	urtesy of P the Circuit	am Ch Court	ilders and					

Section Map ld: 09-2S-30-2 Approx. Acreage: 30.55 0.1153 0.55 Zoned: номи Evacuation & Flood 0.12 Information <u>Open</u> Report

View Florida Department of Environmental Protection(DEP) Data

Buildings

Address: 4235 ERRESS BLVD, Year Built: 1972, Effective Year: 1972, PA Building ID#: 73372





1/17/2003 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:05/02/2023 (tc.7114)

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2023036175 5/8/2023 10:10 AM
OFF REC BK: 8973 PG: 854 Doc Type: TDN

NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That ASSEMBLY TAX 36 LLC holder of Tax Certificate No. 01899, 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:

UNIT 25 BEG AT NE COR OF LT 9 THENCE ALG E LI OF SD LT 9 S 8 DEG 12 MIN 00 SEC E 47 99/100 FT POB THENCE CONT ALG SD E LI OF LT 9 AND E LI OF LT 10 S 8 DEG 12 MIN 00 SEC E 30 55/100 FT THENCE S 81 DEG 31 MIN 32 SEC W 165 FT TO W LI OF LT 10 THENCE ALG SD W LI OF LT 10 AND LT 9 N 8 DEG 12 MIN 00 SEC W 30 40/100 FT THENCE N 81 DEG 28 MIN 27 SEC E 165 FT TO POB PART OF LTS 9 & 10 BLK H WESTERNMARK S/D PB 7 P 81 OR 8148 P 455

SECTION 09, TOWNSHIP 2 S, RANGE 30 W

TAX ACCOUNT NUMBER 052631218 (0923-65)

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

PENSACOLA LAKE PROPERTIES LLC

Unless said certificate shall be redeemed according to law, the property described therein will be sold to the highest bidder at public auction at 9:00 A.M. on the **first** Wednesday in the month of September, which is the **6th day of September 2023.**

Dated this 5th day of May 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.

COUNTRO

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	THE ATTACHED REPORT IS ISSUED TO:				
SCOTT LUNSFO	RD, ESCAMBIA COUNTY TAX	COLLECTOR			
TAX ACCOUNT	#: 05-2631-218	CERTIFICATE #: _	2021-1	1899	
REPORT IS LIMI	NOT TITLE INSURANCE. THE TED TO THE PERSON(S) EXPR REPORT AS THE RECIPIENT(S	ESSLY IDENTIFIED I	BY NAME IN TH	HE PROPERTY	
listing of the owne tax information an encumbrances reco title to said land as	ort prepared in accordance with the er(s) of record of the land described a listing and copies of all open of orded in the Official Record Books listed on page 2 herein. It is the red. If a copy of any document list ately.	I herein together with cur r unsatisfied leases, mor s of Escambia County, F esponsibility of the part	rrent and delinqu tgages, judgmen lorida that appea y named above to	uent ad valorem ts and r to encumber the o verify receipt of	
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 "R	Report" herein refers to the Propert	y Information Report an	d the documents	attached hereto.	
Period Searched:	June 12, 2003 to and includ	ing June 12, 2023	_ Abstractor: _	Vicki Campbell	
BY					

Michael A. Campbell,

As President

Dated: June 14, 2023

PROPERTY INFORMATION REPORT

CONTINUATION PAGE

June 14, 2023

Tax Account #: 05-2631-218

1. The Grantee(s) of the last deed(s) of record is/are: PENSACOLA LAKES PROPERTIES, LLC, A FLORIDA LIMITED LIABILITY COMPANY

By Virtue of Warranty Deed recorded 8/19/2019 in OR 8148/455

ABSTRACTOR'S NOTE: WE FIND THE VESTED AKA PENSACOLA LAKE PROPERTIES, LLC., AND HAVE INCLUDED THE ONLY ENTITY WE FIND CLOSE TO THIS NAME AND HAVE INCLUDED BOTH FOR NOTIFICATION. WE FIND NO ACTIVE LISTING FOR PRIOR OWNER PROVIDENT HOMES, LLC SO WE HAVE INCLUDED NOTICE TO PRIOR TWO OWNERS OF RECORD FOR NOTICE.

- 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 Danny Eliezer recorded 11/7/2018 OR 7994/1536
 - b. Mortgage and Assignment of Rents in favor of Provident Homes, LLC recorded 08/19/2018 OR 8148/457 together with Lis Pendens recorded 11/15/2021 OR 8660/1242, Final Judgment recorded 4/7/2022 OR 8758/402 Order recorded 4/29/2022 OR 8774/809 and Final Judgment recorded 5/9/2022 OR 8974/169
 - c. Code Enforcement Lien recorded 8/3/2022 OR 8834/1891
- **4.** Taxes:

Taxes for the year(s) 2020-2022 are delinquent.

Tax Account #: 05-2631-218 Assessed Value: \$38,970.00

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

CERTIFICATION, TITLE SEARCH FOR TDA	
TAX DEED SALE DATE:	SEP 6, 2023
TAX ACCOUNT #:	05-2631-218
CERTIFICATE #:	2021-1899
In compliance with Section 197.522, Florida Statutes, t persons, firms, and/or agencies having legal interest in referenced tax sale certificate is being submitted as pro	or claim against the above-described property. The above-
YES NO ☐ ☑ Notify City of Pensacola, P.O. Box 1291 ☐ Notify Escambia County, 190 Governm ☐ Homestead for 2022 tax year.	
PENSACOLA LAKE PROPERTIES LLC AKA PENSACOLA LAKES PROPERTIES LLC 18520 NW 67 AVE #274 MIAMI, FL 33015	PROVIDENT HOMES LLC 6357 HAMPSHIRE DR ROANOKE, VA 24018
PENSACOLA LAKE PROPERTIES LLC AKA PENSACOLA LAKES PROPERTIES LLC 4235 ERRESS BLVD PENSACOLA, FL 32505	ROCK IT PROPERTIES I, LLC 233 N FEDERAL HWY, SUITE 65 DANIA BEACH, FL 33004
PENSACOLA LAKE PROPERTIES LLC AKA PENSACOLA LAKES PROPERTIES LLC 8688 NAVARRE PARKWAY SUITE 134 NAVARRE, FL 32566	DANNY ELIEZER 1044 NE 15TH AVE FT LAUDERDALE, FL 33304
•	ESCAMBIA COUNTY

Certified and delivered to Escambia County Tax Collector, this 14th day of June, 2023. PERDIDO TITLE & ABSTRACT, INC.

BY: Michael A. Campbell, As It's President

NOTE: The above listed addresses are based upon current information available, but addresses are not guaranteed to be true or correct.

3363 W PARK PL

PENSACOLA, FL 32505

PROPERTY INFORMATION REPORT

June 14, 2023 Tax Account #:05-2631-218

LEGAL DESCRIPTION EXHIBIT "A"

UNIT 25 BEG AT NE COR OF LT 9 THENCE ALG E LI OF SD LT 9 S 8 DEG 12 MIN 00 SEC E 47 99/100 FT POB THENCE CONT ALG SD E LI OF LT 9 AND E LI OF LT 10 S 8 DEG 12 MIN 00 SEC E 30 55/100 FT THENCE S 81 DEG 31 MIN 32 SEC W 165 FT TO W LI OF LT 10 THENCE ALG SD W LI OF LT 10 AND LT 9 N 8 DEG 12 MIN 00 SEC W 30 40/100 FT THENCE N 81 DEG 28 MIN 27 SEC E 165 FT TO POB PART OF LTS 9 & 10 BLK H WESTERNMARK S/D PB 7 P 81 OR 8148 P 455

SECTION 09, TOWNSHIP 2 S, RANGE 30 W

TAX ACCOUNT NUMBER 05-2631-218(0923-65)

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

Recorded in Public Records 8/19/2019 2:15 PM OR Book 8148 Page 455, Instrument #2019071701, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording \$18.50 Deed Stamps \$308.00

Prepared by and return to:

Neville Leslie Leslie & Ofstein Law Group, PLLC 7401 Wiles Road Suite 105 Coral Springs, FL 33067 Tel.: (954) 840-0488 Our File Number: 2019-626

Tax ID No: 09-2S-30-1000-091-008

[Space Above This Line For Recording Data]

Warranty Deed

(Wherever used herein, the terms Grantor or Grantee shall include the heirs, personal representatives, successors and/or assigns of the respective parties hereto; the use of the singular number shall include the plural, and the plural the singular; and the use of any gender shall include all genders)

WITNESSETH, that said Grantor, for and in consideration of the sum of Forty-Four Thousand and 00/100 (\$44,000.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, does hereby grant, bargain, sell and convey to Grantee, Grantee's heirs, successors, and assigns forever, the following described real property (hereinafter the "Property"), situate, lying and being in Escambia County, Florida:

Portions of Block H, Westernmark Subdivision, Escambia County, Florida, recorded in Plat Book 7, Page 81, more particularly described as unites as follows: Unit 25: Commencing at the Northeast corner of Lot 9, Block H, thence along the East line of said Lot 9, South 08 degrees 12 minutes 00 seconds East 47.99 feet for a Point of Beginning, thence continue along said East line of Lot 9 and the East line of Lot 10 South 08 degrees 12 minutes 00 seconds East 30.55 feet, thence South 81 degrees31 minutes 32 seconds West 165.00 feet to the West line of Lot 10, thence along said West line of Lot 10 and Lot 9, North 08 degrees 12 minutes 00 seconds West 30.40 feet, thence North 81 degrees 28 minutes 27 seconds East 165.00 feet to the Point of Beginning, being a part of Lots 9 and 10.

Subject to restrictions, reservations, limitations, and easements of record, if any, and taxes for 2019 and subsequent years.

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

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; that the Grantor hereby fully warrants the title to said land and will defend same against the lawful claims of all persons claiming by, through or under Grantor.

IN WITNESS WHEREOF, Grantor has hereunto set his hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of:

	in the presence of.		
	Witness Print Name Witness Vitness V	Provident Homes, LLC, By: Tray Coffey, Managing Member	~
Oity	State of Various County of County of County The foregoing instrument was acknowledged be 2019 before me, by Tray Coffey, Manapersonally known or [] has produced	ging Member of Provident Homes, LLC, who [] is	
Г	[Notary Seal]	Somo Kay Behele	

Commonwealth of Virginia Reg. #75509 My Commission Exps.

Printed Name: Sonya Kaye Beheler

My Commission Expires: 2/28/2/

Recorded in Public Records 1/2/2019 10:35 AM OR Book 8024 Page 825, Instrument #2019000073, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording \$18.50 Deed Stamps \$298.90

Prepared by and return to:

Neville Leslie Leslie & Ofstein Law Group, PLLC 7401 Wiles Road Suite 105 Coral Springs, FL 33067 Tel.: (954) 840-0488 Our File Number: 2018-578 Tax ID No: 09-2S-30-1000-091-008

[Space Above This Line For Recording Data]

Warranty Deed

THIS WARRANTY DEED, made this 27 day of 200 mbec, 201 between Rock It Properties I, LLC, a Florida Limited Liability Company, of 233 N. Federal Highway, Suite 65, Dania Beach, FL 33004 (hereinafter the "Grantor") and Provident Homes, LLC, a Virginia Limited Liability Company, of 6357 Hampshire Drive, Roanoke, VA 24018 (hereinafter the "Grantee").

(Wherever used herein, the terms Grantor or Grantee shall include the heirs, personal representatives, successors and/or assigns of the respective parties hereto: the use of the singular number shall include the plural, and the plural the singular; and the use of any gender shall include all genders)

WITNESSETH, that said Grantor, for and in consideration of the sum of Forty-Two Thousand Six Hundred Fifty-Five and 00/100 (\$42,655.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, does hereby grant, bargain, sell and convey to Grantee, Grantee's heirs, successors, and assigns forever, the following described real property (hereinafter the "**Property**"), situate, lying and being in Escambia County, Florida:

Portions of Block H, Westernmark Subdivision, Escambia County, Florida, recorded in Plat Book 7, Page 81, more particularly described as unites as follows: Unit 25: Commencing at the Northeast corner of Lot 9, Block H, thence along the East line of said Lot 9, South 08 degrees 12 minutes 00 seconds East 47.99 feet for a Point of Beginning, thence continue along said East line of Lot 9 and the East line of Lot 10 South 08 degrees 12 minutes 00 seconds East 30.55 feet, thence South 81 degrees31 minutes 32 seconds West 165.00 feet to the West line of Lot 10, thence along said West line of Lot 10 and Lot 9, North 08 degrees 12 minutes 00 seconds West 30.40 feet, thence North 81 degrees 28 minutes 27 seconds East 165.00 feet to the Point of Beginning, being a part of Lots 9 and 10.

Subject to restrictions, reservations, limitations, and easements of record, if any, and taxes for 2019 and subsequent years.

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

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; that the Grantor

hereby fully warrants the title to said land and will defend same against the lawful claims of all persons claiming by, through or under Grantor.

IN WITNESS WHEREOF, Grantor has hereunto set his hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of:

Witness Vingent Moyer Print Name	Rock It Properties I, LLC, By: Mary L. Batista, Managing Member
Witness Leysan Shakirzyanova Print Name	
before me, by Mary L. Batista.	ged before me this <u>17</u> day of <u>Vecember</u> . Managing Member of Rock It Properties I, LLC, who [] is LLC, who [] is
[Notary Seal]	Notary Public Mozer
VINCENT MOYER Commission # GG 141250 Expires September 15, 2021	Printed Name: Vinent Moyav My Commission Expires: 9/15/2\

Affidavit of Members, Managing Members and Managers of Florida Limited Liability Company LIMITED LIABILTY COMPANY RESOLUTION TO

Limited Liability Company: Pensacola Lake Properties LLC

WE, THE UNDERSIGNED, DO HEREBY CERTIFY THAT:

THE LIMITED LIABILITY COMPANY'S EXISTENCE. The complete and correct name of the Limited Liability Company is, Pensacola Lake Properties LLC. The Limited Liability Company is a Limited Liability Company for profit which is, and at all times shall be, duly organized, validly existing, and in good standing under and by virtue of the laws of the State of Florida. The Limited Liability Company has the full power and authority to own its properties and to transact the business in which it is presently engaged or presently proposes to engage. The Limited Liability Company maintains an office at Pensacola Lake Properties LLC, Unless the Limited Liability Company has designated otherwise in writing, the principal office is the office at which the Limited Liability Company keeps its books and records. The Limited Liability Company will notify Lender prior to any change in the location of The Limited Liability Company's state of organization or any change in The Limited Liability Company's name. The Limited Liability Company shall do all things necessary to preserve and to keep in full force and effect its existence, rights and privileges, and shall comply with all regulations, rules, ordinances, statutes, orders and decrees of any governmental or quasi-governmental authority or court applicable to the Limited Liability Company and The Limited Liability Company's business activities.

OFFICERS. The following named persons are officers of Pensacola Lake Properties LLC

Names Titles Authorized Signatures

Alex Rios MGR Y

ACTIONS AUTHORIZED. The authorized person listed above may enter into any agreements of any nature with Lender, and those agreements will bind the Limited Liability Company. Specifically, but without limitation, authorized person is authorized, empowered, and directed to do the following for and on behalf of the Limited Liability Company:

Borrow Money. To borrow, as a cosigner or otherwise, from time to time from Lender, on such terms as may be agreed upon between the Limited Liability Company and Lender, such sum or sums of money as in their judgment should be borrowed, without limitation.

Execute Notes. To execute and deliver to Lender the promissory note or notes, or other evidence of the Limited Liability Company's credit accommodations, on Lender's forms, at such rates of interest and on such terms as may be agreed upon, evidencing the sums of money so borrowed or any of the Limited Liability Company's indebtedness to Lender, and also to execute and deliver to Lender one or more renewals, extensions, modifications, refinancings, consolidations, or substitutions for one or more of the notes, any portion of the notes, or any other evidence of credit accommodations.

Grant Security. To mortgage, pledge, transfer, endorse, hypothecate, or otherwise encumber and deliver to Lender any property now or hereafter belonging to the Limited Liability Company or in which the Limited Liability Company now or hereafter may have an interest, including without limitation all of the Limited Liability Company's real property and all of the Limited Liability Company's personal property (tangible or intangible), as security for the payment of any loans or credit accommodations so obtained, any promissory notes so executed (including any amendments to or modifications, renewals, and extensions of such promissory notes), or any other or further indebtedness of the Limited Liability Company to Lender at any time owing, however the same may be evidenced. Such property may be mortgaged, pledged, transferred, endorsed, hypothecated or encumbered at the time such loans are obtained or such indebtedness in incurred, or at any other time or times, and may be either in addition to or in lieu of any property theretofore mortgaged, pledged, transferred, endorsed, hypothecated or encumbered.

Execute Security Documents. To execute and deliver to Lender the forms of mortgage, deed of trust, pledge agreement, hypothecation agreement, and other security agreements and financing statements which Lender may require and which shall evidence the terms and conditions under and pursuant to which such liens and encumbrances, or any of them, are given; and also to execute and deliver to Lender any other written instruments, any chattel paper, or any other collateral, of any kind or nature, which Lender may deem necessary or proper in connection with or pertaining to the giving of the liens and encumbrances. Notwithstanding the foregoing, any one of the above authorized persons may execute, deliver, or record financing statements.

Negotiate Items. To draw, endorse, and discount with Lender, all drafts, trade acceptances, promissory notes, or other evidences of indebtedness payable to or belonging to the Limited Liability Company or in which the Limited Liability Company may have an interest, and either to receive cash for the same or to cause such proceeds to be credited to the Limited Liability Company's account with Lender, or to cause such other disposition of the proceeds derived therefrom as they may deem advisable.

Further Acts. In the case of lines of credit, to designate additional or alternate individuals as being authorized to request advances under such lines, and in all cases, to do and perform such other acts and things, to pay any and all fees and costs, and to execute and deliver such other documents and agreements, including agreements waiving the right to a trial by jury, as the officers may in their discretion deem reasonably necessary or proper in order to carry into effect the provisions of this Resolution.

ASSUMED BUSINESS NAMES. The Limited Liability Company has filed or recorded all documents or filings required by law relating to all assumed business names used by the Limited Liability Company. Excluding the name of the Limited Liability Company, the following is a complete list of all assumed business names under which the Limited Liability Company does business: None

NOTICES TO LENDER. The Limited Liability Company will promptly notify Lender in writing at Lender's address shown above (or such other addresses as Lender may designate from time to time) Prior to and (A) change in the Limited Liability Company's name; (B) change in the Limited Liability Company's assumed business name(s); (C) change in the management of the Limited Liability Company; (D) change in the authorized signer(s); (E) change in the Limited

BK: 8316 PG: 1854 Last Page

Liability Company's principal office address; (F) change in the Limited Liability Company's state of organization; (G) conversion of the Limited Liability Company to a new or different type of business entity; or (H) change in any other aspect of the Limited Liability Company that directly or indirectly relates to any agreements between the Limited Liability Company and Lender. No change in the Limited Liability Company's name or state of organization will take effect until after Lender has received notice.

CERTIFICATION CONCERNING OFFICERS AND RESOLUTIONS. The officers named above are duly elected, appointed, or employed by or for the Limited Liability Company, as the case may be, and occupy the positions set opposite their respective names. This Resolution now stands of record on the books of the Limited Liability Company, is in full force and effect, and has not been modified or revoked in any manner whatsoever.

NO SEAL. The Limited Liability Company has no corporate seal, and therefore, no seal is affixed to this Resolution.

CONTINUING VALIDITY. Any and all acts authorized pursuant to this Resolution and performed prior to the passage of this Resolution are hereby ratified and approved. This Resolution shall be continuing, shall remain in full force and effect and Lender may rely on it until written notice of its revocation shall have been delivered to and received by Lender at Lender's address shown above (or such addresses as Lender may designate from time to time). Any such notice shall not affect any of the Limited Liability Company's agreements or commitments in effect at the time notice is given.

IN TESTIMONY WHEREOF, We have hereunto set our hand and attest that the signatures set opposite the names listed above are their genuine signatures.

I/We each have read all the provisions of this Resolution, and we each personally and on behalf of the Limited Liability Company certify that all statements and representations made in this Resolution are true and correct.

Alex Rios Managing Member of Pensacola Lake Properties LLC

as identification and did (did

STATE OF Florida COUNTY OF Escambia

The foregoing instrument was acknowledged before me by means of () physical presence or () online notarization, this 19 day of June, 2020, by Alex Rios Managing Member of Pensacola Lake Properties

LLC who are personally known to me or have produced not) take an oath.

 $\mathcal{A}\mathcal{A}$

Notary Public

Printed Notary Name

JENNIFER ROSE SFAIN

MY COMMISSION # GG020469

EXPIRES August 13, 2020



Department of State / Division of Corporations / Search Records / Search by Entity Name /

Detail by Entity Name

Florida Limited Liability Company
PENSACOLA LAKE PROPERTIES LLC

Filing Information

 Document Number
 L19000187444

 FEI/EIN Number
 84-4047160

 Date Filed
 07/22/2019

State FL

Status ACTIVE

Principal Address

8668 NAVARRE PARKWAY

SUITE 134

NAVARRE, FL 32566

Changed: 03/09/2022

Mailing Address

8668 NAVARRE PARKWAY

SUITE 134

NAVARRE, FL 32566

Changed: 03/09/2022

Registered Agent Name & Address

RIOS, ALEX

8668 NAVARRE PARKWAY

SUITE 134

NAVARRE, FL 32566

Name Changed: 02/15/2023

Address Changed: 02/15/2023 Authorized Person(s) Detail

Name & Address

Title AMBR

RIOS, ALEX

8668 NAVARRE PARKWAY

SUITE 134

NAVARRE, FL 32566

Annual Reports

Report Year	Filed Date
2021	04/10/2021
2022	03/09/2022
2023	02/15/2023

Document Images

02/15/2023 ANNUAL REPORT	View image in PDF format
03/00/2022 ANNUAL REPORT	View image in PDF format
04/10/2021 ANNUAL REPORT	View image in PDF format
02/21/2020 ANNUAL REPORT	View image in PDF format
97/22/2019 Flooda Limited Liability	Usew image in PDF format

Recorded in Public Records 11/7/2018 1:45 PM OR Book 7994 Page 1536, Instrument #2018088821, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording \$44.00 MTG Stamps \$80.50 Int. Tax \$46.00

> This Instrument prepared by: Vincent Moyer 233 N Federal Highway #65 Dania Beach FL 33004

THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS \$ 23,000.00 TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE; October 19, 2019 MATURITY DATE.

THIS MORTGAGE DEED

Executed the 19th day of October, 2018, by Rock It Properties I, LLC, a Florida limited liability company hereinafter called the mortgager to Danny Eliezer hereinafter called the mortgagee; with an address of 1044 NE 15th Avenue, Fort Lauderdale, FL 33304.

(wherever used herein the terms "mortgagor" and "mortgage" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations; and the term "note" includes all the notes herein described if more than one.)

Witnesseth, that for good and voluable considerations, and also in consideration of the aggregate sum, named in the promissory note of even date herewith, hereinafter described, the mortgagor hereby grants, bargains, sells, aliens, conveys and confirms unto the mortgagee all that certain land of which the mortgagor is now seized and in possession situate in Okeechobee County, Florida viz:

Subject Property: 4235 Erress Boulevard, Pensacola FL 32505

Portions of Block H, Westernmark Subdivision, Escambia County, Florida, recorded in Plat Book 7, Page 81, more particularly described as unites as follows: Unit 25: Commencing at the Northeast corner of Lot 9, Block H, thence along the East line of said Lot 9, South 08 degrees 12 minutes 00 seconds East 47.99 feet for a Point of Beginning, thence continue along said East line of Lot 9 and the East line of Lot 10 South 08 degrees 12 minutes 00 seconds East 30.55 feet, thence South 81 degrees31 minutes 32 seconds West 165.00 feet to the West line of Lot 10, thence along said West line of Lot 10 and Lot 9, North 08 degrees 12 minutes 00 seconds West 30.40 feet, thence North 81 degrees 28 minutes 27 seconds East 165.00 feet to the Point of Beginning, being a part of Lots 9 and 10.

Tax ID: 092S30100002008

THIS IS A PURCHASE MONEY FIRST MORTGAGE.

THIS IS A BALLOON MORTGAGE.

THIS MORTGAGE IS NON-ASSUMABLE WITHOUT THE PRIOR WRITTEN CONSENT OF THE NOTEHOLDER.

Loan proceeds shall be used for purchase of the subject property.

Failure by the Mortgagors herein to comply with the tax and insurance requirements set forth herein shall be a material breach of this mortgage, for which the Mortgagee would have the right to foreclosure.

Mortgagor will provide to Mortgagee proof of renewal of insurance coverage at each renewal period.



WHEREAS, Mortgagor is justly indebted to Mortgagee in the principal sum of \$23,000.00 as evidenced by a certain promissory note ("Note") of even date herewith.

SUBJECT PROPERTY WILL NOT BE THE HOMESTEAD OF THE GRANTOR, NOR ANY MEMBER OF HIS FAMILY. OWNER DOES IN FACT RESIDE AT: 1200 HOLIDAY DRIVE, UNIT 105, FORT LAUDERDALE, FL 33316.

To Have and to Hold the same, together with the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues and profits thereof, unto the mortgagee, in fee simple.

And the mortgagor covenants with the mortgagee that the mortgagor is indefeasibly seized of said land in fee simple; that the mortgagor has good right and lawful authority to convey said land as aforesaid; that the mortgagor will make such further assurances to perfect the fee simple title to said land in the mortgagee as may reasonably be required; that the mortgagor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free and clear of all encumbrances except those of record.

Provided Always, that if said mortgagor shall pay unto said mortgagee the certain promissory note hereinafter substantially copied or identified, to-wit: See Attached Note.

And shall perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants thereof, and of this mortgage, then this mortgage and estate hereby created, shall cease, determine and be null and void.

And the mortgagor hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said note and this mortgage, or either; to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on said property; to permit, commit or suffer no waste, impairment or deterioration of said land or the improvements thereon at any time; to keep the buildings now or hereafter on said land fully insured in a sum of not less than highest insurable amount in a company or companies acceptable to the mortgagee, the policy or policies to be held by, and payable to, said mortgagee, and in the event any sum of money becomes payable by virtue of such insurance the mortgagee shall have the right to receive and apply the same to the indebtedness hereby secured, accounting to the mortgagor for any surplus; to pay all costs, charges, and expenses, including lawyer's fees and title searches, reasonably incurred or paid by the mortgagee because of the failure of the mortgagor to promptly and fully comply with the agreements, stipulations, conditions, and covenants of said note and this mortgage, or either; to perform, comply with and abide by each and every the agreements, stipulations, conditions and covenants set forth in said note and this mortgage or either. In the event the mortgagor fails to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of said note and this mortgage, or either, the mortgagee may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from date thereof at the highest lawful rate then allowed by the laws of the State of Florida.

If any sum of money herein referred to be not promptly paid within THIRTY (30) days next after the same becomes due, or if each and every the agreements, stipulations, conditions and covenants of said note and this mortgage, or either, are not fully performed, complied with and abided by, then the entire sum mentioned in said note, and this mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the mortgagee, become and be due and payable, anything in said note or hereinto the contrary notwithstanding. Failure by the mortgagee to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this mortgage accrued or thereafter accruing.



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

ROCK IT PROPERTIES I, LLC, a

THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS \$ 23,000,00 TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE; OCTOBER 19, 2018 MATURITY DATE.

Signed, sealed and delivered in the presence of:

Expires September 15, 2021 Bonded Thru Budget Notary Services

Florida limited liability company

Witness

Printer Name: Vinslat Moys

Printed Name: 5V AMM APRIV

Witness

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 19 day of October 2018 by Rock It
Properties I, LLC, a Florida limited liability company who is personally known to me or who has provided her Florida Driver's
License as identification.

VINCENT MOYER
Commission # GG 141250

Florida limited liability company

Notary Public
My Commission Expires: 9 (157)

Initials (A)

BK: 7994 PG: 1539

Assignment of Rents

Case Number: 022-0003	Date: 10/19/2018
Borrower Name: Rock It Properties I, LLC	Co-Borrower Name:

THIS Assignment of Rents Rider is made on this date 10/19/2018, and is incorporated into and shall be deemed to amend and supplement the Mortgage. (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note (the "Note") to Danny Eliezer its successors and or assigns of the same date and covering the Property described in the Security Instrument and located at:

4235 Erress Boulevard, Pensacola FL 32505

[Property Address]

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. RENTS; ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; OTHER REMEDIES.

1. Definitions.

- a. As used in this paragraph A, the term "Rents" means all of the rents, revenues, income, proceeds, profits and other benefits, whether now due, past due or to become due, paid or payable for using, leasing, licensing, possessing, residing in, or otherwise using the Property. The term "Rents" includes, without limitation, all rentals from tenants occupying the Property or any portion of the Property, all prepaid rent, all fees for parking, storage or other use of the Property, income from rental of personal property paid by such tenants to Borrower, and all security, pet or other deposits.
- b. As used in this paragraph A, the term "Event of Default" means a default by Borrower under the terms of the Security Instrument.

2. Assignment of Rents; Appointment of Receiver; Other Remedies.

- If there exists an event of default then borrower shall absolutely and unconditionally sell, assign and transfer to Lender all of Borrower's rights, title and interest in and to Rents. Borrower shall authorizes Lender to collect, sue for and compromise Rents and directs each tenant of the Property to pay all Rents to, or as directed by, Lender. Borrower shall collect and receive all Rents on behalf of Lender, and shall pay to Lender all Rents collected for application to the amounts then due and payable under the Note and the Security Instrument and the current costs and expenses of owning, managing, operating and maintaining the Property, with the balance, to be paid to the account of Borrower. Borrower hereby acknowledges Lender's unqualified right at any time to appoint any other person, including Lender, to collect Rents on behalf of Lender. BORROWER AND LENDER INTEND THIS ASSIGNMENT OF RENTS TO BE IMMEDIATELY EFFECTIVE AND TO CONSTITUTE AN ABSOLUTE PRESENT AND UNCONDITIONAL ASSIGNMENT AND NOT AN ASSIGNMENT FOR ADDITIONAL SECURITY ONLY. PROVISIONS OF THIS PARAGRAPH A.2.a. SHALL CONTROL OVER ANY CONFLICTING OR INCONSISTENT TERM OR PROVISION OF THE SECURITY INSTRUMENT. IT SHALL NEVER BE NECESSARY FOR LENDER TO INSTITUTE LEGAL PROCEEDINGS OF ANY KIND OR TO TAKE ANY FURTHER ACTION WHATSOEVER TO ENFORCE THE PROVISIONS OF THIS PARAGRAPH A.2.a. From and after the occurrence of any Event of Default, and without the necessity of Lender entering upon and taking and maintaining control of the Property directly, or by a court-appointed receiver, Lender shall without notice be entitled to all rents as they become due and payable, including without limitation Rents then due and unpaid, and all Rents shall immediately upon the occurrence of the Event of Default he held by Borrower as trustee for the benefit of Lender only. Borrower shall pay to Lender upon demand all Rents to which Lender is entitled under the preceding sentence. AT any time on or after the date of such demand, Lender may give, and Borrower hereby irrevocably authorizes Lender to give, notice to any or all tenants of the Property instructing them to pay all Rents to Lender. Immediately upon such event, Borrower shall deliver to Lender all documents, records and accounts relating to the Rents. No tenant shall be obligated to inquire further as to the occurrence or continuance of an Event of Default, and no tenant shall be obligated to pay to Borrower any amounts, which are actually paid to Lender in response to such a notice. Any such notice by Lender shall be delivered to each tenant personally, by mail or by delivering such demand to each rental unit. Borrower shall not interfere with and shall cooperate with Lender's collection of such Rents.
- b. Borrower represents and covenants to Lender that Borrower has not executed any prior assignment of Rents, and that Borrower has not performed, and Borrower covenants and agrees that Borrower will not perform, any acts and has not executed, and shall not execute, any instrument which would prevent Lender from exercising its rights under this paragraph A.2.b. Promptly upon request by Lender, Borrower agrees to execute and deliver such further assignments of Rents as Lender may from time to time require.
- c. If an Event of Default has occurred and is continuing, Lender may, regardless of the adequacy of Lender's security or the solvency of Borrower and even in the absence of waste, enter upon and take and maintain full control of the Property in order to perform all acts necessary and appropriate for the operation and maintenance of the Property, including without limitation, the execution, cancellation or modification of leases relating to the Property or any portion of the Property, the collection of all Rents, the making of repairs to the Property and the execution or termination of contracts providing for the management, operation or maintenance of the Property, for the purpose of protecting the Property or the security of the Security Instrument, or for such other purposes as Lender in its discretion may deem appropriate. Alternatively, if an Event of Default has occurred and is continuing, regardless of the adequacy of Lender's security, without regard to Borrower's solvency and without the necessity of giving prior notice (oral or written) to Borrower, Lender may apply to any court having jurisdiction for the appointment of a receiver for the

Property to take any or all of the actions set forth in the preceding sentence. If Lender elects to seek the appointment of a receiver for the Property at any time after an Event of Default has occurred and is continuing. Borrower, by its execution of this Rider, expressly consents to the appointment of such receiver, including without limitation the appointment of a receiver ex parte if permitted by applicable law. Lender or the receiver, as the case may be, shall be entitled to receive a reasonable fee for managing the Property. Immediately upon appointment of a receiver or immediately upon Lender's entering upon and taking possession and control of the Property, Borrower shall surrender possession of the Property to Lender or the receiver, as the case may be, and shall deliver to Lender or the receiver, as the case may be, all documents, records (including records on electronic or magnetic media) accounts, surveys, plans, and specifications relating to the Property. In the event Lender takes possession and control of the Property, Lender may exclude Borrower and its representatives from the Property. Borrower acknowledges and agrees that the exercise by Lender of any of the rights conferred under this paragraph A.2.c. shall be construed to make Lender a mortgagee-in-possession of the Property.

- d. In no event will this assignment of Rents reduce Borrower's debt to Lender except to the extent, if any, that funds are actually received by Lender pursuant to this assignment of Rents and applied to the sums secured by the Security Instrument in accordance with this paragraph A.2.d. The Rents shall be applied to the extent available in the following order of priority. First, to the costs and expenses, if any, of taking control and managing the Property and collecting the Rents, including without limitation attorneys' fees and fees of other professionals (including without limitation appraisers, accountants, and environmental assessment experts), Trustee's to the Property, premiums on insurance policies, taxes, assessments and other charges on the Property, and the costs of discharging any obligation or liability of Borrower as lessor or landford of the Property. Second, to the sums secured by the Security Instrument, whether or not then due. Third, to Borrower. The Rents assigned under this paragraph A.2.d. shall be spread or deemed earned over the term of the loan evidenced by the Note. Borrower shall give Lender access to all books and records used in the operation and maintenance of the Property, but Lender shall be liable to account only for those Rents actually received. Lender shall not be liable to Borrower, anyone claiming under or through Borrower or anyone having an interest in the Property by reason of any act or omission of Lender, and Borrower hereby releases and discharges Lender from any such liability to the fullest extent permitted by law.
- e. If the Rents are not sufficient to meet the costs of taking control of and managing the Property and collecting the Rents, any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument, as specified in the Security Instrument.
- f. Any entering upon and taking control of the Property by Lender or the receiver, as the case may be, and any application of Rents as provided in this Rider shall not cure or waive any Event of Default or invalidate any other right or remedy of Lender under applicable law or provided for in the Security Instrument. This assignment of Rents shall terminate at such time as all sums secured by the Security Instrument are paid in full.
- B. CROSS-DEFAULT. Borrower's default or breach under any note or agreement including but not limited to Lender has an interest shall be breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Assignment of Rents.

Signed, sealed read and delivered in the presence of:

), Witness

Rock It Properties I, LLC

Name of the state

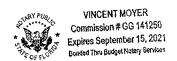
Shakirzy anovaviness

State of Florida County of Broward

THE FOREGOING INSTRUMENT was acknowledged before me this 19th day of October. 2018, by Mary Batista, Manager of Rock It Properties, LLC, a Florida Limited Liability Company who ☐ is personally known to me OR☑ has produced his FLORIDA DRIVERS LICENSE as identification.

NAME: VINCENT WAR Notary Public, State of Florida Commission # 66 141250

My Commission expires: 9/15/2



Recorded in Public Records 8/19/2019 2:15 PM OR Book 8148 Page 457, Instrument #2019071702, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording \$120.50 MTG Stamps \$154.00 Int. Tax \$88.00

> This Instrument Prepared By: Neville Leslie Leslie & Ofstein Law Group, PLLC 7401 Wiles Road Suite 105 Coral Springs, FL 33067 Tel.: (954) 840-0488

THE PROMISSORY NOTE SECURED BY THIS MORTGAGE IS A BALLOON MORTGAGE AND THE PRINCIPAL BALANCE OWED UPON MATURITY IS \$44,000.00.

MORTGAGE AND SECURITY AGREEMENT

This Mortgage and Security Agreement is made this 14th day of <u>August</u>. 2019 by and between Pensacola Lake Properties LLC ("Mortgagor") whose address is 18520 NW 67 Avenue, #274, Miami, FL 33015, and Provident Homes, LLC ("Mortgagee"), whose address is 6357 Hampshire Drive, Roanoke, VA 24018

WITNESSETH:

WHEREAS, Mortgagor is indebted to Mortgagee in the principal sum of Forty-Four Thousand and 00/100 (\$44,000.00) Dollars, together with interest thereon, as evidenced by that certain promissory note of even date herewith, executed by Mortgagor has delivered to Mortgagee (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, extensions and modifications thereof and for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), Mortgagor does hereby mortgage, sell, pledge and assign to Mortgagee and where applicable grant a security interest in:

THE MORTGAGED PROPERTY

(A) All of the land in the County of Escambia, State of Florida, known as the property located at 4235 Erress Boulevard, Pensacola, FL 32505, more particularly described as:

Portions of Block H, Westernmark Subdivision, Escambia County, Florida, recorded in Plat Book 7, Page 81, more particularly described as unites as follows: Unit 25: Commencing at the Northeast corner of Lot 9, Block H, thence along the East line of said Lot 9, South 08 degrees 12 minutes 00 seconds East 47.99 feet for a Point of Beginning, thence continue along said East line of Lot 9 and the East line of Lot 10 South 08 degrees 12 minutes 00 seconds

East 30.55 feet, thence South 81 degrees 31 minutes 32 seconds West 165.00 feet to the West line of Lot 10, thence along said West line of Lot 10 and Lot 9, North 08 degrees 12 minutes 00 seconds West 30.40 feet, thence North 81 degrees 28 minutes 27 seconds East 165.00 feet to the Point of Beginning, being a part of Lots 9 and 10. (the "Property").

Parcel: 09-2S-30-1000-091-008

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 as in equity of Mortgagor of, in and to the same in every part and parcel thereof unto Mortgagee in fee simple.

- (B) Together with a security interest in all personal property, excluding household goods which are not purchased with the proceeds of the Note, and fixtures affixed to or located on the property described in paragraph (A).
- (C) Together with all rents, leases, issues, profits, revenue, income proceeds and other benefits from the property described in paragraph (A) hereof to be 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) All insurance policies and proceeds thereof and all condemnation proceeds, awards, damages, and claims relating to or derived from the property described in paragraphs (A), (B) and (C) hereof.
- (E) Everything referred to in paragraphs (A), (B), (C) and (D) hereof and any additional property hereafter acquired by Mortgagor and subject to the lien of this Mortgage or any part of these properties is herein referred to as the "Mortgaged Property."

PROVIDED ALWAYS, that if Mortgagor shall pay to Mortgagee the Note at the times and in the manner stipulated therein and in all other instruments securing the Note, including renewals, extension 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 covenants and agrees with Mortgagee as follows:

1. Compliance with Note and Mortgage; Warranty of Title. Mortgagor shall comply with all provisions of 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 covenants that Mortgagor owns and is indefeasibly seized of the Mortgaged Property in fee simple, that the Mortgaged Property is free from all

encumbrances except as noted in the legal description above, that Mortgagor has lawful authority to convey, mortgage and encumber the same as provided by the Mortgage, that Mortgagee may peaceably and quietly enjoy the Mortgaged Property, and that Mortgagor will defend the Mortgaged Property against the claims of all persons whomsoever, and that Mortgagor so warrants.

- 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 are 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. Mortgagee may at its option require Mortgagor to deposit with Mortgagee on the first day of each month, in addition to making payments of principal and interest, until the Note is fully paid, an amount equal to one-twelfth (1/12) of the annual taxes and assessments, including but not limited to condominium and homeowner association assessments, payable with respect to the Mortgaged Property. Such deposits shall not be nor be deemed to be, trust funds, but may be commingled with the general funds of Mortgagee, and no interest shall be payable in respect thereof. Upon demand by Mortgagee, Mortgagor shall deliver to Mortgagee such additional monies as are necessary to make up any deficiencies in the amounts necessary to enable Mortgagee to pay such taxes and assessments when due. In the event of default under any of the terms, covenants and conditions in the Note, this Mortgage or any other instrument securing the Note to be performed or observed by Mortgagor, Mortgagee may apply to the reduction of the sums secured hereby, in such manner as Mortgagee shall determine, any amount under this paragraph remaining to Mortgagor's credit.
- 3. **Insurance**. Mortgagor shall keep the 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 (including flood hazards and related occurrences in the event any portion of the Mortgaged Property is located in a flood hazard area as may be identified from time to time) 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 of 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 Mortgagor 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's 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 or relief under any insurance policy. In the event of foreclosure of this Mortgage or other transfer of title to the Mortgaged Property in extinguishment of the indebtedness secured hereby, all right, title, and interest of Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee. Mortgagee may at its option require Mortgagor to deposit with Mortgagee on the first day of each month, in addition to making payments of principal and interest, until the Note is fully paid, an amount equal to one-

twelfth (1/12) of the yearly premiums for all insurance. Such deposits shall not be, nor be deemed to be, trust funds, but may be commingled with the general funds of Mortgagee, and no interest shall be payable in respect thereof. Upon demand by Mortgagee, Mortgagor shall deliver to Mortgagee such additional monies as are necessary to make up any deficiencies in the amounts necessary to enable Mortgagee to pay such premiums when due. In the event of default under any of the terms, covenants and conditions in the Note, 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.

- 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 compensations, 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 compensations, 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 monies so received by it without affecting the lien of this Mortgage or may apply the same in such manner as Mortgagee shall determine, to the reduction of the sums secured hereby and to any prepayment charge provided in the Note, this Mortgage or any other instrument securing the Note. Any balance of such monies then remaining shall be paid to Mortgagor. Mortgagor agrees to execute such further assignments of any compensations, awards, damages, claims, rights of action and proceeds as Mortgagee may require.
- 5. Care of Mortgaged Property. Mortgaged Property without the written consent building or other property forming a part of the Mortgaged Property without the written consent of Mortgagee. Mortgager 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 injury, damage, or impairment of or occurring on 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 to Make Certain Payments. In the event Mortgagor fails to pay or discharge the taxes, assessments, levies, liabilities, obligations and encumbrances, or fails to keep the Mortgaged Property insured or to deliver the policies, premiums paid, or fails to repair the Mortgaged Property as herein agreed, Mortgagee may at its option pay or discharge the taxes, assessments, levies, liabilities, obligations and encumbrances or any part thereof, to produce 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 monies for any of the purposes mentioned in this paragraph.

- 7. **Payment of Expenses.** Mortgagor shall pay all the costs, charges and expenses, including reasonable attorney's fees whether incurred at trial or appellate level, 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 hereinafter defined. All such costs, charges and expenses so incurred or paid together with such interest, shall be secured by the lien of this Mortgage 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 rerecorded or refiled 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 instruments securing the Note, and the lien of this Mortgage as first and prior lien upon all the Mortgaged Property. Upon any failure by Mortgagor to do so, Mortgagee may make, execute, record, file, re-record, or refile any and all such mortgages, instruments, certificates and documents for and in the name of Mortgagor. 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 ten (10) days after Mortgagee gives written notice specifying the breach.

- If either Mortgagor or any guarantor or endorser of the Note: (i) files a (c) voluntary petition in bankruptcy, (ii) is adjudicated bankrupt or insolvent; (iii) dies or is judicially determined to be incompetent; (iv) 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 (v) seeks or consents to or acquiesces in the appointment of any trustee, receiver, master or liquidator of itself or 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, or (vi) makes any general assignment for the benefit of creditors, or (vii) makes any admission in writing of its inability to pay its debts generally as they become due; or (viii) 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 (ix) 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 any 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 suits 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 term 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, successors and assigns of such party shall be included and all covenants and agreements contained in this Mortgage, by or on behalf of Mortgagor or Mortgagee, shall bind and inure to the 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 this Mortgage includes any and all legal fees of whatever nature including, but not limited to, attorneys' fees, paralegals' fees, legal assistants' fees and fees resulting from any appeal of any 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 twenty 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 creditworthiness 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.
- 22. **Changes to Mortgage**. No modifications to this Mortgage or to any other loan document executed in connection herewith shall be valid or effective unless the same is in writing and signed by Mortgagor and Mortgagee.
- 23. **Hazardous Waste**. Mortgagor warrants and represents to Mortgagee after thorough investigation:
- (a) That neither Mortgagor nor any other person to Mortgagor's knowledge, after reasonable inquiry, has ever used the Mortgaged Property as a facility for the storage, treatment or disposal of any "Hazardous Substances," as that term is hereinafter defined.
- (b) That the Mortgaged Property is now and at all times hereafter will continue to be in full compliance with all Federal, state and local "Environmental Laws" (as that term is defined hereinafter), including but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. §9601, et seq., the Superfund Amendments and Reauthorization Act of 1986 ("SARA"), Public Law 99-499, 100 Stat. 1613, the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. §6901, et seq., the Florida Resource Recovery and Management Act, Section 403.701, et seq., Florida Statutes, the Pollutant Spill Prevention and Control Act, Sections 376.011-376.17 and 376.19-376.21, Florida Statutes, as the same may be amended from time to time and all ordinances, regulations, codes, plans, orders, and decrees now existing or in the future enacted, promulgated, adopted, entered or issued, both within and outside present contemplation of Mortgagor and Mortgagee.
- (c) That (i) as of the date hereof there are no hazardous or toxic materials, substances, wastes or other environmentally regulated substances (including solids or gaseous products and any materials containing asbestos), the presence of which is limited, regulated or prohibited by any state, federal or local governmental authority or agency having jurisdiction over the Mortgaged Property, or which are otherwise known to pose a hazard to health or safety of occupants of the Mortgaged Property, located on, in or under the Mortgaged Property or used in connection therewith, and (ii) Mortgagor has fully disclosed to Mortgagee in writing the existence, extent and nature of any such hazardous or toxic material waste or other environmentally regulated substance, which Mortgagor is legally authorized and empowered to maintain on, in or under the Mortgaged Property or use in connection therewith, and Mortgagor has obtained and will maintain all licenses, permits and approvals required with respect thereto, and is in full compliance with all of the terms, conditions and requirements of such licenses, permits and approvals.
- (d) That Mortgagor shall notify Mortgagee of any change in the nature or extent of any hazardous or toxic materials, substances or wastes maintained on, in or under the Mortgaged Property or used in connection therewith, and will transmit to Mortgagee copies of any governmental or non-governmental communication, citations, orders, or notices received with respect to any other hazardous materials, substances, wastes or other environmentally regulated substances affecting the Mortgaged Property.

- (e) That Mortgagor is not aware of, nor has the Mortgagor nor any of its subsidiary or affiliated entities received notice of, any past, present or future events, conditions, circumstances, activities, practices, incidents, actions or plans which may interfere with or prevent compliance or continued compliance with Environmental Laws or any ordinance, regulation, code, plan, order, decree, judgment, injunction, notice or demand letter issued, entered, promulgated or approved thereunder, or which may give rise to any common law or legal liability, or otherwise form the basis of any claim, action, demand, suit, proceeding, hearing, study or investigation, based on or related to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling, or the emission, discharge, release or threatened release into the environment, of any Hazardous Substance.
- (f) That there is no civil, criminal or administrative action, suit, demand, claim, hearing, notice or demand letter, notice of violation, investigation, or proceeding pending or threatened against Mortgagor or the Mortgaged Property, relating in any way to any Environmental Laws or any regulation, code, plan, order, decree, judgment, injunction, notice or demand letter issued, entered, promulgated or approved thereunder.
- (g) Mortgagor hereby agrees to indemnify, reimburse, defend and hold harmless Mortgagee, its officers, directors, employees, successors and assigns from and against all demands, claims, civil or criminal actions or causes of action, liens, assessments, civil or criminal penalties or fines, losses, damages, liabilities, obligations, costs, disbursements, expenses or fees of any kind or of any nature (including, without limitation, cleanup costs, attorneys', consultants' or experts' fees and disbursements and costs of litigation at trial and appellate levels) which may at any time be imposed upon, incurred by or asserted or awarded against, Mortgagee directly or indirectly, resulting from: (i) any acts or activities of Mortgagor, its agents, employees or contractors, at, on or about the Mortgaged Property which contaminate air, soils, surface waters or ground waters over, on or under the Mortgaged Property; (ii) arising from or out of any Hazardous Substance on, in or under the Mortgaged Property; (iii) pursuant to or in connection with the application of any Environmental Law to the acts or omissions of Mortgagor or any other person and any environmental damage alleged to have been caused, in whole or in part, by the transportation, treatment, storage, or disposal of any Hazardous Substance or (iv) arising from or in relation to the presence, whether past, present or future, of any Hazardous Substances on the Mortgaged Property.

Without limiting the foregoing, this indemnification provision specifically protects Mortgagee against any claim or action from activities described in (i), (ii), (iii) or (iv) above, based in whole or in part upon any environmental statute, rule, regulation or policy, including but not limited to Chapters 403 and 376, Florida Statutes, the Florida Administrative Code, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, ("CERCLA") 42 U.S.C. §9601, et seq., as amended, the Resource Conservation and Recovery Act, 42 U.S.C. §6901, et seq., and other laws, whether now in existence or enacted in the future.

Mortgagor's indemnification obligation hereunder shall be one of strict liability and shall be enforceable without regard to any fault or knowledge of Mortgagee with respect to any act or omission or condition or event which is the basis of the claim under such indemnification obligation. Mortgagor's obligation under this section shall not be limited to any extent by the term of the Note or other obligations secured hereby, and such obligation shall continue, survive and

remain in full force and effect notwithstanding payment in full or other satisfaction or release of said Note (and other obligations secured hereby) and this Mortgage, or any foreclosure under this Mortgage, or any delivery of a deed in lieu of foreclosure. The provisions of this Section shall be deemed to survive and continue in full force and effect after any foreclosure or other proceeding by which the Mortgagee, and its successors and assigns succeed to ownership of the Mortgaged Property.

As used herein, "Environmental Law" means any federal, state, or local statutory or common law relating to pollution or protection of the environment, including without limitation, any common law of nuisance or trespass, and any law or regulation relating to emissions, discharges, releases or threatened releases of Hazardous Substances into the environment (including without limitation, ambient air, surface water, groundwater, land surface or subsurface strata) or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Substances.

As used herein, "Hazardous Substance" means any substance or material (i) identified in Section 101(14) of CERCLA, 42 U.S.C. §9601(14), as the same may be amended from time to time, or (ii) determined to be toxic, a pollutant or contaminant, under federal, state or local statute, law, ordinance, rule or regulation or judicial or administrative order or decision, as same may be amended from time to time, including but not limited to petroleum and petroleum products as defined in Section 376.301(10), Florida Statutes, as same may be amended from time to time.

- (h) Mortgagee shall have the right, in its sole discretion, to require Mortgagor to periodically (but not more frequently than annually unless an Environmental Complaint is then outstanding) perform (at Mortgagor expense) an environmental audit and, if deemed necessary by Mortgagee, an environmental risk assessment, each of which must be satisfactory to Mortgagee in its sole discretion, of the Mortgaged Property, hazardous waste management practices and/or hazardous waste disposal sites used by Mortgagor. Such audit and/or risk assessment must be by an environmental consultant satisfactory to Mortgagee. Should Mortgagor fail to perform such environmental audit or risk assessment within thirty (30) days of the Mortgagee's written request, Mortgagee shall have the right but not the obligation to retain an environmental consultant to perform such environmental audit or risk assessment. All costs and expenses incurred by Mortgagee in the exercise of such rights shall bear interest at the default rate set forth in the Note and shall be secured by this Mortgage and shall be payable by Mortgagor upon demand or charged to Mortgagor' loan balance at the discretion of Mortgagee.
- (i) Any breach of any warranty, representation or agreement contained in this Section shall be an Event of Default hereunder and shall entitle Mortgagee to exercise any and all remedies provided in this Mortgage, or otherwise permitted by law.
- 24. **Documentary Stamp Tax/Intangible Tax**. Mortgagor, its heirs, personal representatives, successors and assigns, indemnify and agree to defend and hold Mortgagee harmless against Florida documentary stamp and intangible taxes, if any, imposed upon Mortgagee by virtue of its execution and acceptance of this document or its ownership of the Note, and as from time to time further modified and restated, including any penalties, interest, and attorneys' fees incurred by Mortgagee in connection therewith, and all such charges shall be secured by the lien of the Mortgage, and as from time to time amended, and bear interest at the default rate

provided in the Note from the date of advance by Mortgagee until paid by Mortgagor. The provisions of this paragraph shall survive the repayment of the Note and the indebtedness evidenced thereby, and satisfaction of the Mortgage, and shall continue for so long as a claim may be asserted by the State of Florida or any of its agencies.

- 25. Additional Representations and Warranties. Mortgagor represents and warrants to Mortgagee as follows, and acknowledge that such representations and warranties shall be continuing representations and warranties from Mortgagor to Mortgagee:
- (a) Mortgagor is and shall remain in compliance with the Trading with the Enemy Act, as amended, and each of the foreign assets control regulations of the United States Treasury Department (31 CFR, Subtitle B, Chapter V, as amended) and any other enabling legislation, regulations or executive orders relating thereto, and the Uniting and Strengthening America By Providing Appropriate Tools Required To Intercept and Obstruct Terrorism Act (USA Patriot Act of 2001), as amended, and any other enabling legislation, regulations or executive orders relating thereto;
- (b) Mortgagor is and shall remain in compliance with 31 U.S.C., Section 5313, as amended, 31 C.F.R Section 103.22, as amended, and any similar laws or regulations involving currency transaction reports or disclosures relating to transactions in currency of more than \$10,000.00, or of more than any other minimum amount specified by any laws or regulations; and
- (c) Mortgagor (i) is not a person whose property or interest in property is blocked or subject to blocking pursuant to Section 1 of Executive Order 13224 of September 23, 2001 Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism (66 Fed. Reg. 49079 (2001)), (ii) does not engage in any dealings or transactions prohibited by Section 2 of such executive order, or are otherwise associated with any such person in any manner violative of Section 2, or (iii) is not a person or entity on the list of Specially Designated Nationals and Blocked Persons or subject to the limitations or prohibitions under any other U.S. Department of Treasury's Office of Foreign Assets Control regulation or executive order.
- 26. Additional Covenant. Mortgagor covenants and agrees with Mortgagee that no part of any Loan proceeds or advances evidenced by or referenced in this Mortgage, and no part of any other amounts or sums derived from any property which secures repayment of such Loan proceeds or advances, including, without limitation, any accounts, payment intangibles, money, rents, issues or profits, will be used, directly or indirectly, for any payments to any governmental official or employee, political party, official of a political party, candidate for political office, or anyone else acting in an official capacity, in order to obtain, retain or direct business or obtain any improper advantage, in violation of the United States Foreign Corrupt Practices Act of 1977, as amended.
- 27. Additional Paragraphs. In the event Mortgagor and Mortgagee agree to further covenants in this Mortgage requiring any 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.

WITNESSES:	Pensacola Lake Properties LLC
Lorifer	
Print Name: L. LBUE	By Joshua Rios, as Manager and Individually, Jointly and Severally
(inte 5)	
Print Name: C. OBTEPN	
STATE OF FLORIDA COUNTY OF Boward	
The foregoing instrument was ack Joshua Rios, Individually and as Manage	mowledged before me this day of August, 2019, by er of Pensacola Lake Properties LLC, a Florida limited
liability company. NEVILLE LESLIE MY COMMISSION #6G183521	Protteh
EXPIRES: MAR 23, 2022 Bonded through 1st State insurance	Notary Public Print Name:
	My Commission Expires:
Personally Known (OR) Produced Id	lentification \mathcal{D} \subset
Type of identification produced	

Assignment of Rents

Case Number: Borrower Name: Pensacola Lake Properties LLC	Date: 8/14/	Co-Borrower Name:
	August 14	•

THIS Assignment of Rents Rider is made on this date 'trify__, '2019, and is incorporated into and shall be deemed to amend and supplement the Mortgage, (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note (the "Note") to Provident Homes, LLC, its successors and or assigns of the same date and covering the Property described in the Security Instrument and located at:

4235 Erress Boulevard, Pensacola, FL 32505

[Property Address]

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. RENTS; ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; OTHER REMEDIES.

1. Definitions

- a. As used in this paragraph A, the term "Rents" means all of the rents, revenues, income, proceeds, profits and other benefits, whether now due, past due or to become due, paid or payable for using, leasing, licensing, possessing, residing in, or otherwise using the Property. The term "Rents" includes, without limitation, all rentals from tenants occupying the Property or any portion of the Property, all prepaid rent, all fees for parking, storage or other use of the Property, income from rental of personal property paid by such tenants to Borrower, and all security, pet or other deposits.
- b. As used in this paragraph A, the term "Event of Default" means a default by Borrower under the terms of the Security Instrument.

2. Assignment of Rents; Appointment of Receiver; Other Remedies.

- a. If there exists an event of default then borrower shall absolutely and unconditionally sell, assign and transfer to Lender all of Borrower's rights, title and interest in and to Rents. Borrower shall authorizes Lender to collect, sue for and compromise Rents and directs each tenant of the Property to pay all Rents to, or as directed by, Lender. Borrower shall collect and receive all Rents on behalf of Lender, and shall pay to Lender all Rents collected for application to the amounts then due and payable under the Note and the Security Instrument and the current costs and expenses of owning, managing, operating and maintaining the Property, with the balance, to be paid to the account of Borrower. Borrower hereby acknowledges Lender's unqualified right at any time to appoint any other person, including Lender, to collect Rents on behalf of Lender. BORROWER AND LENDER INTEND THIS ASSIGNMENT OF RENTS TO BE IMMEDIATELY EFFECTIVE AND TO CONSTITUTE AN ABSOLUTE PRESENT AND UNCONDITIONAL ASSIGNMENT AND NOT AN ASSIGNMENT FOR ADDITIONAL SECURITY ONLY. PROVISIONS OF THIS PARAGRAPH A.2.a. SHALL CONTROL OVER ANY CONFLICTING OR INCONSISTENT TERM OR PROVISION OF THE SECURITY INSTRUMENT. IT SHALL NEVER BE NECESSARY FOR LENDER TO INSTITUTE LEGAL PROCEEDINGS OF ANY KIND OR TO TAKE ANY FURTHER ACTION WHATSOEVER TO ENFORCE THE PROVISIONS OF THIS PARAGRAPH A.2.a. From and after the occurrence of any Event of Default, and without the necessity of Lender entering upon and taking and maintaining control of the Property directly, or by a court-appointed receiver, Lender shall without notice be entitled to all rents as they become due and payable, including without limitation Rents then due and unpaid, and all Rents shall immediately upon the occurrence of the Event of Default be held by Borrower as trustee for the benefit of Lender only. Borrower shall pay to Lender upon demand all Rents to which Lender is entitled under the preceding sentence. AT any time on or after the date of such demand, Lender may give, and Borrower hereby irrevocably authorizes Lender to give, notice to any or all tenants of the Property instructing them to pay all Rents to Lender. Immediately upon such event, Borrower shall deliver to Lender all documents, records and accounts relating to the Rents. No tenant shall be obligated to inquire further as to the occurrence or continuance of an Event of Default, and no tenant shall be obligated to pay to Borrower any amounts, which are actually paid to Lender in response to such a notice. Any such notice by Lender shall be delivered to each tenant personally, by mail or by delivering such demand to each rental unit. Borrower shall not interfere with and shall cooperate with Lender's collection of such Rents.
- b. Borrower represents and covenants to Lender that Borrower has not executed any prior assignment of Rents, and that Borrower has not performed, and Borrower covenants and agrees that Borrower will not perform, any acts and has not executed, and shall not execute, any instrument which would prevent Lender from exercising its rights under this paragraph A.2.b. Promptly upon request by Lender, Borrower agrees to execute and deliver such further assignments of Rents as Lender may from time to time require.
- c. If an Event of Default has occurred and is continuing, Lender may, regardless of the adequacy of Lender's security or the solvency of Borrower and even in the absence of waste, enter upon and take and maintain full control of the Property in order to perform all acts necessary and appropriate for the operation and maintenance of the Property, including without limitation, the execution, cancellation or modification of leases relating to the Property or any portion of the Property, the collection of all Rents, the making of repairs to the Property and the execution or termination of contracts providing for the management, operation or maintenance of the Property, for the purpose of protecting the Property or the security of the Security Instrument, or for such other purposes as Lender in its discretion may deem appropriate. Alternatively, if an Event of Default has occurred and is continuing, regardless of the adequacy of Lender's security, without regard to Borrower's solvency and without the necessity of giving prior notice (oral or written) to Borrower, Lender may apply to any court having jurisdiction for the appointment of a receiver for the

Property to take any or all of the actions set forth in the preceding sentence. If Lender elects to seek the appointment of a receiver for the Property at any time after an Event of Default has occurred and is continuing, Borrower, by its execution of this Rider, expressly consents to the appointment of such receiver, including without limitation the appointment of a receiver *ex parte* if permitted by applicable law. Lender or the receiver, as the case may be, shall be entitled to receive a reasonable fee for managing the Property. Immediately upon appointment of a receiver or immediately upon Lender's entering upon and taking possession and control of the Property, Borrower shall surrender possession of the Property to Lender or the receiver, as the case may be, all documents, records (including records on electronic or magnetic media) accounts, surveys, plans, and specifications relating to the Property. In the event Lender takes possession and control of the Property, Lender may exclude Borrower and its representatives from the Property. Borrower acknowledges and agrees that the exercise by Lender of any of the rights conferred under this paragraph A.2.c. shall be construed to make Lender a mortgagee-in-possession of the Property.

- d. In no event will this assignment of Rents reduce Borrower's debt to Lender except to the extent, if any, that funds are actually received by Lender pursuant to this assignment of Rents and applied to the sums secured by the Security Instrument in accordance with this paragraph A.2.d. The Rents shall be applied to the extent available in the following order of priority. First, to the costs and expenses, if any, of taking control and managing the Property and collecting the Rents, including without limitation attorneys' fees and fees of other professionals (including without limitation appraisers, accountants, and environmental assessment experts), Trustee's to the Property, premiums on insurance policies, taxes, assessments and other charges on the Property, and the costs of discharging any obligation or liability of Borrower as lessor or landlord of the Property. Second, to the sums secured by the Security Instrument, whether or not then due. Third, to Borrower. The Rents assigned under this paragraph A.2.d. shall be spread or deemed earned over the term of the loan evidenced by the Note. Borrower shall give Lender access to all books and records used in the operation and maintenance of the Property, but Lender shall be liable to account only for those Rents actually received. Lender shall not be liable to Borrower, anyone claiming under or through Borrower or anyone having an interest in the Property by reason of any act or omission of Lender, and Borrower hereby releases and discharges Lender from any such liability to the fullest extent permitted by law.
- e. If the Rents are not sufficient to meet the costs of taking control of and managing the Property and collecting the Rents, any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument, as specified in the Security Instrument.
- f. Any entering upon and taking control of the Property by Lender or the receiver, as the case may be, and any application of Rents as provided in this Rider shall not cure or waive any Event of Default or invalidate any other right or remedy of Lender under applicable law or provided for in the Security Instrument. This assignment of Rents shall terminate at such time as all sums secured by the Security Instrument. This assignment of Rents shall terminate at such time as all sums secured by the Security Instrument are paid in full.
- B. CROSS-DEFAULT. Borrower's default or breach under any note or agreement including but not limited to Lender has an interest shall be breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Assignment of Rents.

Signed, sealed read and delivered in the presence of:

Lonhuh		Pensacola 1	Lake Properties LLC	
(roll is is is), Witness	By: Jostana Rio	s, Manager	
State of FL County of Brigare), Witness			
THE FOREGOING INSTRUMENT	was acknowledged b	efore me this <u>/////</u> day	of August, 2019 by Joshua	Rios, Manager of Pensacola Lake
Properties LLC; a Florida Lin	mited Liability (RIVERS LICENSE a		is personally known to	me OR has produced his
NAME: Notary Public, State of Florida Commission # My Commission expires:		NEVILLE LESLIE Y COMMISSION #GG183521 EXPIRES: MAR 23, 2022 nded through 1st State insurance	About	

Recorded in Public Records 11/15/2021 8:47 AM OR Book 8660 Page 1242, Instrument #2021124431, Pam Childers Clerk of the Circuit Court Escambia County, FL

Filing # 137560686 E-Filed 10/29/2021 02:44:52 PM

IN THE CIRCUIT COURT IN AND FOR ESCAMBIA COUNTY, FLORIDA

PROVIDENT HOMES, LLC,

Plaintiff,	Case No.: 2021 CA 002928
V.	The date this action was filed:
PENSACOLA LAKE PROPERTIES LLC;	, 2021

PENSACOLA LAKE PROPERTIES LLC; JOSHUA RIOS; UNKNOWN TENANT A, residing at 4235 Erress Boulevard, Pensacola, FL 32505; and UNKNOWN TENANT B, residing at 4235 Erress Boulevard, Pensacola, FL 32505,

Defendants.

NOTICE OF LIS PENDENS

TO: DEFENDANTS: PENSACOLA LAKE PROPERTIES LLC, JOSHUA RIOS, UNKNOWN TENANT A, residing at 4235 Erress Boulevard, Pensacola, FL 32505, UNKNOWN TENANT B, residing at 4235 Erress Boulevard, Pensacola, FL 32505 AND ALL OTHERS WHOM IT MAY CONCERN:

YOU ARE NOTIFIED of the following:

- (a) The Plaintiff has instituted this action against you seeking reformation, foreclosure of mortgage liens on the real property and foreclosure of a security interest in personal property described below;
 - (b) The Plaintiff in this action is Provident Homes, LLC:
- (c) Either the date the action was filed, the date of the Clerk's electronic receipt, or the case number of the action is noted above.
- (d) The real property that is the subject of this action is located in Escambia County, Florida and is described as follows:

Portions of Block H, Westernmark Subdivision, Escambia County, Florida, recorded in Plat Book 7, Page 81, more particularly described as unites as follows: Unit 25: Commencing at the Northeast corner of Lot 9, Block H, thence along the East line of said Lot 9, South 08 degrees 12 minutes 00 seconds East 47.99 feet for a Point of Beginning, thence continue along said East line of Lot 9 and the East line of Lot 10 South 08 degrees 12 minutes 00 seconds East 30.55 feet, thence South 81 degrees 31 minutes 32 seconds West 165.00 feet to the West line of Lot 10, thence along said West line of Lot 10 and

Lot 9, North 08 degrees 12 minutes 00 seconds West 30.40 feet, thence North 81 degrees 28 minutes 27 seconds East 165.00 feet to the Point of Beginning, being a part of Lots 9 and 10 (the "Property").

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 as in equity.

- (A) Together with a security interest in all personal property, excluding household goods which are not purchased with the proceeds of the Note, and fixtures affixed to or located on the property described above.
- (B) Together with all rents, leases, issues, profits, revenue, income proceeds and other benefits from the property described in paragraph (A) hereof to be 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.
- (C) All insurance policies and proceeds thereof and all condemnation proceeds, awards, damages, and claims relating to or derived from the property described above.

Dated this 29th day of October 2021.

/s/ Megan F. Fry

MEGAN F. FRY

Florida Bar No. 0058608 CLARK PARTINGTON P. O. Box 13010

Pensacola, FL 32591-3010 Tel: 850-434-9200

Fax: 850-432-7340

Primary: mfry@clarkpartington.com
Secondary: ldunlap@clarkpartington.com
tcourtney@clarkpartington.com

NOTE: THIS FORM IS NOT TO BE RECORDED WITHOUT THE CLERK'S CASE NUMBER.

Filing # 146743927 E-Filed 03/30/2022 04:24:33 PM

IN THE CIRCUIT COURT IN AND FOR ESCAMBIA COUNTY, FLORIDA

PROVIDENT HOMES, LLC,

Plaintiff, Case No.: 2021-CA-002928

V.

PENSACOLA LAKE PROPERTIES LLC; JOSHUA RIOS; UNKNOWN TENANT A, residing at 4235 Erress Boulevard, Pensacola, FL 32505; and UNKNOWN TENANT B, residing at 4235 Erress Boulevard, Pensacola, FL 32505,

Defendants.

FINAL JUDGMENT OF FORECLOSURE UPON DEFAULT

THIS CAUSE was before the Court for hearing on March 25, 2022 on Plaintiff's Motion for Final Judgment Upon Default, and the Court having considered the motion and pleadings of record and being otherwise fully advised in the premises, it is thereupon,

ORDERED AND ADJUDGED as follows:

1. **Amounts Due.** Plaintiff, 6357 Hampshire Drive, Roanoke, VA 24018, is due the following:

Principal	\$ 44,000.00	
Interest through 2/11/2022	\$ 4,211.29	
Interest 2/12/2022-3/25/2022	\$ 601.471	
Attorneys' Fees	\$ 3,587.50	
Court Costs	\$ 999.16	
TOTAL AMOUNT DUE AS OF MARCH 25, 2022	\$ 53,399.42	

which total amount due shall bear interest at the statutory rate of 4.25% per annum pursuant to § 55.03, Florida Statutes until paid in full.

2. Lien on Property. Plaintiff holds a lien for the total sum superior to all claims or

¹ Interest continues to accrue at the rate of \$14.67 per day until entry of this Judgment.

estates of Defendants, on the following described property in Escambia County, Florida:

Portions of Block H, Westernmark Subdivision, Escambia County, Florida, recorded in Plat Book 7, Page 81, more particularly described as unites as follows: Unit 25: Commencing at the Northeast corner of Lot 9, Block H, thence along the East line of said Lot 9, South 08 degrees 12 minutes 00 seconds East 47.99 feet for a Point of Beginning, thence continue along said East line of Lot 9 and the East line of Lot 10 South 08 degrees 12 minutes 00 seconds East 30.55 feet, thence South 81 degrees 31 minutes 32 seconds West 165.00 feet to the West line of Lot 10, thence along said West line of Lot 10 and Lot 9, North 08 degrees 12 minutes 00 seconds West 30.40 feet, thence North 81 degrees 28 minutes 27 seconds East 165.00 feet to the Point of Beginning, being a part of Lots 9 and 10 (the "Property").

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 as in equity.

- (A) Together with a security interest in all personal property, excluding household goods which are not purchased with the proceeds of the Note, and fixtures affixed to or located on the property described above.
- (B) Together with all rents, leases, issues, profits, revenue, income proceeds and other benefits from the property described in paragraph (A) hereof to be 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.
- (C) All insurance policies and proceeds thereof and all condemnation proceeds, awards, damages, and claims relating to or derived from the property described above.
- 3. Sale of Property. If the total sum with interest at the rate described in paragraph 1 and all costs accrued subsequent to this judgment are not paid, the Clerk of the Court shall sell the property at public sale on May 3, 2022, to the highest bidder for cash, except as prescribed in

paragraph 4, by electronic sale beginning at 11:00 a.m. at www.escambia.realforeclose.com pursuant to Chapter 45, Florida Statutes.

- 4. Costs. Plaintiff shall advance all subsequent costs of this action and shall be reimbursed for them by the clerk if Plaintiff is not the purchaser of the property for sale, provided, however, that the purchaser of the property for sale shall be responsible for the documentary stamps payable on the certificate of title. If Plaintiff is the purchaser, the clerk shall credit Plaintiff's bid with the total sum with interest and costs accruing subsequent to this judgment, or such part of it as is necessary to pay the bid in full.
- 5. **Distribution of Proceeds.** On filing the certificate of title the Clerk shall distribute the proceeds of the sale, so far as they are sufficient, by paying: first, all of Plaintiff's costs; second, documentary stamps affixed to the certificate; third, Plaintiff's attorneys' fees; fourth, the total sum due to Plaintiff, less the items paid, plus interest at the rate prescribed in paragraph 1 from this date to the date of the sale; and by retaining any remaining amount pending further order of this court.
- 6. Right of Redemption/Right of Possession. On filing the certificate of sale, Defendants and all persons claiming under or against Defendants since the filing of the notice of lis pendens shall be foreclosed of all estate or claim in the property and Defendants' right of redemption as prescribed by §45.0315, Florida Statutes shall be terminated, except as to claims or rights under chapter 718 or chapter 720, Florida Statutes, if any. Upon the filing of the certificate of title, the person named on the certificate of title shall be let into possession of the property, subject to the rights of a tenant occupying residential premises pursuant to §83.561, Florida Statutes.
 - Attorneys Fees. The court finds, based upon the affidavits/testimony

presented and upon inquiry of counsel for the Plaintiff that 17.4 hours were reasonably expended by Plaintiff's counsel and paralegal, and that an hourly rate of \$350.00 for attorney time and \$175.00 for paralegal time is appropriate. Plaintiff's counsel represents that the attorneys' fees awarded does not exceed the contract fee with the Plaintiff. The Court finds that there is no reduction or enhancement factors for consideration by the Court pursuant to *Florida Patients Compensation Fund v.* Rowe, 472 So. 2d 1145 (Fla. 1985).

8. **Jurisdiction Retained.** Jurisdiction of this action is retained to enter further orders that are proper including, without limitation, deficiency judgment, writs of possession, and to supplement the complaint to join any unknown parties having an interest in the property that is the subject of this action.

IF THIS PROPERTY IS SOLD AT PUBLIC AUCTION, THERE MAY BE ADDITIONAL MONEY FROM THE SALE AFTER PAYMENT OF PERSONS WHO ARE ENTITLED TO BE PAID FROM THE SALE PROCEEDS PURSUANT TO THE FINAL JUDGMENT.

IF YOU ARE A SUBORDINATE LIENHOLDER CLAIMING A RIGHT TO FUNDS REMAINING AFTER THE SALE, IF ANY, YOU MUST FILE A CLAIM WITH THE CLERK NO LATER THAN THE DATE THAT THE CLERK REPORTS THE FUNDS AS UNCLAIMED. IF YOU FAIL TO FILE A TIMELY CLAIM, YOU WILL NOT BE ENTITLED TO ANY REMAINING FUNDS.

IF YOU ARE THE PROPERTY OWNER, YOU MAY CLAIM THESE FUNDS YOURSELF. YOU ARE NOT REQUIRED TO HAVE A LAWYER OR ANY OTHER REPRESENTATION AND YOU DO NOT HAVE TO ASSIGN YOUR RIGHTS TO ANYONE ELSE IN ORDER FOR YOU TO CLAIM ANY MONEY TO WHICH YOU ARE ENTITLED. PLEASE CONTACT THE CLERK OF THE COURT, PAM CHILDERS, 190 GOVERNMENTAL CENTER, PENSACOLA, FL 32591 (850-595-4130) WITHIN 10 DAYS AFTER THE SALE TO SEE IF THERE IS ADDITIONAL MONEY FROM THE FORECLOSURE SALE THAT THE CLERK HAS IN THE REGISTRY OF THE COURT.

IF YOU DECIDE TO SELL YOUR HOME OR HIRE SOMEONE TO

HELP YOU CLAIM THE ADDITIONAL MONEY, YOU SHOULD READ VERY CAREFULLY ALL PAPERS YOU ARE REQUIRED TO SIGN, ASK SOMEONE ELSE, PREFERABLY AN ATTORNEY WHO IS NOT RELATED TO THE PERSON OFFERING TO HELP YOU, TO MAKE SURE THAT YOU UNDERSTAND WHAT YOU ARE SIGNING AND THAT YOU ARE NOT TRANSFERRING YOUR PROPERTY OR THE EOUITY IN YOUR PROPERTY WITHOUT THE PROPER INFORMATION. IF YOU CANNOT AFFORD TO PAY AN ATTORNEY, YOU MAY CONTACT LEGAL SERVICES OF NORTH FLORIDA, 1741 N. PALAFOX STREET, PENSACOLA, FLORIDA 32501, (850) 432-8222, www.isnf.org TO SEE IF YOU QUALIFY FINANCIALLY FOR THEIR SERVICES. IF THEY CANNOT ASSIST YOU, THEY MAY BE ABLE TO REFER YOU TO A LOCAL BAR REFERRAL AGENCY OR SUGGEST OTHER OPTIONS. IF YOU CHOOSE TO CONTACT LEGAL SERVICES OF NORTH FLORIDA. FOR ASSISTANCE, YOU SHOULD DO SO AS SOON AS POSSIBLE AFTER RECEIPT OF THIS NOTICE.

DONE AND ORDERED in Pensacola, Escambia County, Florida.

eSigned by CIRCUIT COURT JUDGE THOMAS WILLIAMS in 2021 CA 002928 on 03/36/2022 13 50/35 D819x31

THOMAS H. WILLIAMS Circuit Judge

Conformed copies to:

MEGAN F. FRY, ESQUIRE

P.O. Box 13010

Pensacola, FL 32591-3010

mfry@clarkpartington.com; ldunlap@clarkpartington.com; tcourtney@clarkpartington.com Counsel for Plaintiff

Counsel for Plaintiff shall serve this judgment on the following and file a certificate of service as to same:

MAGDA HERNANDEZ a/k/a UNKNOWN OCCUPANT RESIDING AT 4235 Erress Blvd. Pensacola, FL 32505 VIA U.S. MAIL PENSACOLA LAKE PROPERTIES LLC c/o Joshua Rios, Registered Agent 3810 NW 166th St.
Miami Garden, FL 33056
VIA U.S. MAIL

JOSHUA RIOS 3810 NW 166th St. Miami Garden, FL 33056 VIA U.S. MAIL Recorded in Public Records 4/29/2022 3:29 PM OR Book 8774 Page 809, Instrument #2022044060, Pam Childers Clerk of the Circuit Court Escambia County, FL

Filing # 148593595 E-Filed 04/28/2022 02:53:06 PM

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

2021 CA 002928

PROVIDENT F	HOMES.	LLC.
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District

Timitari,	CASE NO.:
v.	
PENSACOLA LAKE PROPERTIES, LLC;	
JOSHUA RIOS, et al.,	
Defendants.	

ORDER ON DEFENDANTS' MOTION TO VACATE FINAL JUDGMENT, CANCEL FORECLOSURE SALE, AND SET ASIDE DEFAULT

THIS CAUSE, having come before the Court for a Zoom hearing on April 26, 2022, on the Defendants' Motion to Vacate Final Judgment, Cancel Foreclosure Sale, and Set Aside Default, with Megan Fry, Esquire, appearing for Plaintiff and Benjamin Alexander, Esquire, appearing for Defendants, and the Court having reviewed the Motion and file and being otherwise advised in the premises, it is hereupon

ORDERED AND ADJUDGED:

- The Defendants' Motion to Vacate Final Judgment, Cancel Foreclosure Sale, and Set Aside Default is hereby GRANTED.
 - 2. The Final Judgment entered in this matter is hereby VACATED.
 - 3. The Foreclosure Sale set for May 3, 2022, is hereby CANCELLED.
- 4. The Defaults entered against the Defendants, PENSACOLA LAKE PROPERTIES, LLC, and JOSHUA RIOS, are hereby Set Aside, and the proposed Verified Answer and Affirmative Defenses is hereby deemed filed as of the rendition of this Order.

BK: 8774 PG: 810 Last Page

DONE AND ORDERED in Chambers in Pensacola, Escambia County, Florida.

eSigned by CRCUIT JUDGE JAN SHACKELFORD in 2021 CA 002928 on 04/28/2022 13:35:02 zt0rHDnf

The Honorable Thomas Williams
Circuit Court Judge
Signed by Jan Shackelford in his absence and with his approval.

Copies furnished to: Megan Fry, Esq., counsel for Plaintiff; and Benjamin Alexander, Esq., counsel for Defendants. Filing # 172178558 E-Filed 05/01/2023 04:11:05 PM

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

PROVIDENT HOMES, LLC,

Plaintiff, Case No.: 2021-CA-002928

v. Division: N

PENSACOLA LAKE PROPERTIES LLC; JOSHUA RIOS; UNKNOWN TENANT A, residing at 4235 Erress Boulevard, Pensacola, FL 32505; and UNKNOWN TENANT B, residing at 4235 Erress Boulevard, Pensacola, FL 32505, Defendants.

FINAL SUMMARY JUDGMENT OF FORECLOSURE

TIMAL SUMMART JUDGMENT OF PORECEOSORE

THIS CAUSE was before the Court for hearing on May 1, 2022 on Plaintiff's Motion for Final Summary Judgment, and the Court having considered the motion and pleadings of record and being otherwise fully advised in the premises, it is thereupon,

ORDERED AND ADJUDGED as follows:

1. Amounts Due. Plaintiff, PROVIDENT HOMES, LLC, 6357 Hampshire Drive, Roanoka, VA 24018, is due the following:

Principal	\$ 44,000.00
Interest through 2/11/2022	\$ 4,211.29
Interest 2/12/2022-5/1/2023	\$ 6,498.81
Attorneys' Fees	\$ 6,770.00
Court Costs	\$ 1,435.16
TOTAL AMOUNT DUE AS OF MAY 1, 2023	\$ 62,915.26

which total amount due shall bear interest at the statutory rate of 6.58% per annum pursuant to § 55.03, Florida Statutes until paid in full.

2. Lien on Property. Plaintiff holds a lien for the total sum superior to all claims or

¹ Interest continues to accrue at the rate of \$14.67 per day until entry of this Judgment.

estates of Defendants, on the following described property in Escambia County, Florida:

Portions of Block H, Westernmark Subdivision, Escambia County, Florida, recorded in Plat Book 7, Page 81, more particularly described as unites as follows: Unit 25: Commencing at the Northeast corner of Lot 9, Block H, thence along the East line of said Lot 9, South 08 degrees 12 minutes 00 seconds East 47.99 feet for a Point of Beginning, thence continue along said East line of Lot 9 and the East line of Lot 10 South 08 degrees 12 minutes 00 seconds East 30.55 feet, thence South 81 degrees 31 minutes 32 seconds West 165.00 feet to the West line of Lot 10, thence along said West line of Lot 10 and Lot 9, North 08 degrees 12 minutes 00 seconds West 30.40 feet, thence North 81 degrees 28 minutes 27 seconds East 165.00 feet to the Point of Beginning, being a part of Lots 9 and 10 (the "Property").

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 as in equity.

- (A) Together with a security interest in all personal property, excluding household goods which are not purchased with the proceeds of the Note, and fixtures affixed to or located on the property described above.
- (B) Together with all rents, leases, issues, profits, revenue, income proceeds and other benefits from the property described in paragraph (A) hereof to be 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.
- (C) All insurance policies and proceeds thereof and all condemnation proceeds, awards, damages, and claims relating to or derived from the property described above.
- 3. Sale of Property. If the total sum with interest at the rate described in paragraph 1 and all costs accrued subsequent to this judgment are not paid, the Clerk of the Court shall sell the property at public sale on <u>June 2, 2023</u>, to the highest bidder for cash, except as prescribed in paragraph 4, by electronic sale beginning at 11:00 a.m. at <u>www.escambia.realforeclose.com</u> pursuant to Chapter 45, Florida Statutes.

- 4. **Costs.** Plaintiff shall advance all subsequent costs of this action and shall be reimbursed for them by the clerk if Plaintiff is not the purchaser of the property for sale, provided, however, that the purchaser of the property for sale shall be responsible for the documentary stamps payable on the certificate of title. If Plaintiff is the purchaser, the clerk shall credit Plaintiff's bid with the total sum with interest and costs accruing subsequent to this judgment, or such part of it as is necessary to pay the bid in full.
- 5. **Distribution of Proceeds.** On filing the certificate of title the Clerk shall distribute the proceeds of the sale, so far as they are sufficient, by paying: first, all of Plaintiff's costs; second, documentary stamps affixed to the certificate; third, Plaintiff's attorneys' fees; fourth, the total sum due to Plaintiff, less the items paid, plus interest at the rate prescribed in paragraph 1 from this date to the date of the sale; and by retaining any remaining amount pending further order of this court.
- 6. **Right of Redemption/Right of Possession.** On filing the certificate of sale, Defendants and all persons claiming under or against Defendants since the filing of the notice of lis pendens shall be foreclosed of all estate or claim in the property and Defendants' right of redemption as prescribed by §45.0315, Florida Statutes shall be terminated, except as to claims or rights under chapter 718 or chapter 720, Florida Statutes, if any. Upon the filing of the certificate of title, the person named on the certificate of title shall be let into possession of the property, subject to the rights of a tenant occupying residential premises pursuant to §83.561, Florida Statutes.
- 7. **Attorneys Fees.** The court finds, based upon the affidavits/testimony presented and upon inquiry of counsel for the Plaintiff that 28.1 hours were reasonably expended by Plaintiff's counsel and paralegal, and that an hourly rate of \$350.00 for attorney time and \$175.00 for paralegal time is appropriate. Plaintiff's counsel represents

that the attorneys' fees awarded does not exceed the contract fee with the Plaintiff. The Court finds that there is no reduction or enhancement factors for consideration by the Court pursuant to *Florida Patients Compensation Fund v.* Rowe, 472 So. 2d 1145 (Fla. 1985).

8. **Jurisdiction Retained.** Jurisdiction of this action is retained to enter further orders that are proper including, without limitation, deficiency judgment, writs of possession, and to supplement the complaint to join any unknown parties having an interest in the property that is the subject of this action.

IF THIS PROPERTY IS SOLD AT PUBLIC AUCTION, THERE MAY BE ADDITIONAL MONEY FROM THE SALE AFTER PAYMENT OF PERSONS WHO ARE ENTITLED TO BE PAID FROM THE SALE PROCEEDS PURSUANT TO THE FINAL JUDGMENT.

IF YOU ARE A SUBORDINATE LIENHOLDER CLAIMING A RIGHT TO FUNDS REMAINING AFTER THE SALE, IF ANY, YOU MUST FILE A CLAIM WITH THE CLERK NO LATER THAN THE DATE THAT THE CLERK REPORTS THE FUNDS AS UNCLAIMED. IF YOU FAIL TO FILE A TIMELY CLAIM, YOU WILL NOT BE ENTITLED TO ANY REMAINING FUNDS.

IF YOU ARE THE PROPERTY OWNER, YOU MAY CLAIM THESE FUNDS YOURSELF. YOU ARE NOT REQUIRED TO HAVE A LAWYER OR ANY OTHER REPRESENTATION AND YOU DO NOT HAVE TO ASSIGN YOUR RIGHTS TO ANYONE ELSE IN ORDER FOR YOU TO CLAIM ANY MONEY TO WHICH YOU ARE ENTITLED. PLEASE CONTACT THE CLERK OF THE COURT, PAM CHILDERS, 190 GOVERNMENTAL CENTER, PENSACOLA, FL 32591 (850-595-4130) WITHIN 10 DAYS AFTER THE SALE TO SEE IF THERE IS ADDITIONAL MONEY FROM THE FORECLOSURE SALE THAT THE CLERK HAS IN THE REGISTRY OF THE COURT.

IF YOU DECIDE TO SELL YOUR HOME OR HIRE SOMEONE TO HELP YOU CLAIM THE ADDITIONAL MONEY, YOU SHOULD READ VERY CAREFULLY ALL PAPERS YOU ARE REQUIRED TO SIGN, ASK SOMEONE ELSE, PREFERABLY AN ATTORNEY WHO IS NOT RELATED TO THE PERSON OFFERING TO HELP YOU, TO MAKE SURE THAT YOU UNDERSTAND WHAT YOU ARE SIGNING AND THAT YOU ARE NOT TRANSFERRING YOUR PROPERTY OR THE EQUITY IN YOUR PROPERTY WITHOUT THE PROPER INFORMATION. IF YOU CANNOT AFFORD TO PAY AN ATTORNEY,

YOU MAY CONTACT LEGAL SERVICES OF NORTH FLORIDA, 1741 N. PALAFOX STREET, PENSACOLA, FLORIDA 32501, (850) 432-8222, www.lsnf.org TO SEE IF YOU QUALIFY FINANCIALLY FOR THEIR SERVICES. IF THEY CANNOT ASSIST YOU, THEY MAY BE ABLE TO REFER YOU TO A LOCAL BAR REFERRAL AGENCY OR SUGGEST OTHER OPTIONS. IF YOU CHOOSE TO CONTACT LEGAL SERVICES OF NORTH FLORIDA. FOR ASSISTANCE, YOU SHOULD DO SO AS SOON AS POSSIBLE AFTER RECEIPT OF THIS NOTICE.

DONE AND ORDERED in Chambers at Pensacola, Escambia County, Florida.

JENNIFER J. FRYDRYCHOWICZ

Circuit Court Judge

Parties will receive service from the Courts at the e-mail designations on the service list of the e-Portal. The attorney/movant shall effectuate service upon any party not registered on the service list of the e-Portal and file a Certificate of Compliance within five (5) business days.

MEGAN F. FRY, ESQUIRE

P.O. Box 13010 Pensacola, FL 32591-3010

mfry@clarkpartington.com; ldunlap@clarkpartington.com; tcourtney@clarkpartington.com Counsel for Plaintiff

MAGDA HERNANDEZ a/k/a
UNKNOWN OCCUPANT RESIDING AT
4235 Erress Blvd.
Pensacola, FL 32505
VIA U.S. MAIL

JOSHUA RIOS 3810 NW 166th St. Miami Garden, FL 33056 VIA U.S. MAIL PENSACOLA LAKE PROPERTIES LLC c/o Joshua Rios, Registered Agent 3810 NW 166th St.
Miami Garden, FL 33056
VIA U.S. MAIL

Recorded in Public Records 8/3/2022 1:31 PM OR Book 8834 Page 1891, Instrument #2022078955, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording 835.50

Recorded in Public Records 8/3/2022 12:52 PM OR Book 8834 Page 1758. Instrument #2022078899, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording S35.50

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

PETITIONER

ESCAMBIA COUNTY FLORIDA,

CASE NO: CE21095182N

LOCATION: PR#:

4019 W JACKSON ST 342S300930007001

VS.

PENSACOLA LAKE PROPERTIES, LLC 8668 NAVARRE PKWY NAVARRE, FL 32566 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, None 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

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

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

Unsafe Structure - 30-203 (BB) No screens on windows

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

Unsafe Structures - 30-203 (T) Windows in bad repair

Unsafe Structures - 30-203 (U) Broken/cracked

Page 1 Of 4

BK: 8834 PG: 1892 BK: 8834 PG: 1759

Unsafe Structures - 30-203 (N) Siding

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

Unsafe Structures - 30-203 (Z) Exterior door weatherstripping/threshold

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

It is hereby **ORDERED** that the **RESPONDENT(S)** shall have until **9/1/2022** to correct the violation(s) 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.

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 \$50.00 per day, commencing 9/2/2022.

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).

BK: 8834 PG: 1893 BK: 8834 PG: 1760

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 \$235.00 are awarded in favor of Escambia County as the prevailing party against **RESPONDENT(S)**.

This fine shall be forwarded to the Board of County Commissioners 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.

BK: 8834 PG: 1894 Last Page BK: 8834 PG: 1761 Last Page

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

DONE AND ORDERED in Escambia County, Florida on this 2nd day of

August, 2022.

John B. Trawick Special Magistrate Office of Environmental Enforcement

STATE OF FLORIDA **COUNTY OF ESCAMBIA**

CERTIFICATE OF NOTICE OF MAILING NOTICE OF APPLICATION FOR TAX DEED

CERTIFICATE # 01899 of 2021

I, PAM CHILDERS, CLERK OF THE CIRCUIT COURT OF ESCAMBIA COUNTY, FLORIDA, do hereby certify that I did on July 20, 2023, mail a copy of the foregoing Notice of Application for Tax Deed, addressed to:

PENSACOLA LAKE PROPERTIES LLC PROVIDENT HOMES LLC

18520 NW 67 AVE #274 MIAMI, FL 33015

6357 HAMPSHIRE DR ROANOKE, VA 24018

PENSACOLA LAKE PROPERTIES LLC

PENSACOLA LAKE PROPERTIES LLC AKA PENSACOLA LAKES PROPERTIES LLC AKA PENSACOLA LAKES PROPERTIES LLC 8688 NAVARRE PARKWAY SUITE 134

4235 ERRESS BLVD PENSACOLA, FL 32505

NAVARRE, FL 32566

ROCK IT PROPERTIES I, LLC DANNY ELIEZER

233 N FEDERAL HWY, SUITE 65 1044 NE 15TH AVE

DANIA BEACH, FL 33004

FT LAUDERDALE, FL 33304

221 PALAFOX PLACE STE 430 PENSACOLA FL 32502

ESCAMBIA COUNTY / COUNTY ATTORNEY

ESCAMBIA COUNTY OFFICE OF CODE ENFORCEMENT

3363 WEST PARK PLACE PENSACOLA FL 32505

WITNESS my official seal this 20th day of July 2023.

PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

By:

Emily Hogg Deputy Clerk

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 September 6, 2023, 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 ASSEMBLY TAX 36 LLC holder of Tax Certificate No. 01899, 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:

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SECTION 09, TOWNSHIP 2 S, RANGE 30 W

TAX ACCOUNT NUMBER 052631218 (0923-65)

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

PENSACOLA LAKE PROPERTIES LLC

Unless said certificate shall be redeemed according to law, the property described therein will be sold to the highest bidder at public auction at 9:00 A.M. on the first Wednesday in the month of September, which is the 6th day of September 2023.

Dated this 17th day of July 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.

COMP ROLL TO SERVICE OF THE SERVICE

PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

By: Emily Hogg Deputy Clerk

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Post Property:

4235 ERRESS BLVD 32505

SAL COUNTY TORREST

PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

By: Emily Hogg Deputy Clerk

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Dated this 17th day of July 2023.

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Personal Services:

PENSACOLA LAKE PROPERTIES LLC PAM CHILDERS

18520 NW 67 AVE #274

MIAMI, FL 33015

CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

By:

Emily Hogg Deputy Clerk Pam Childers CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY FLORIDA INST# 2023063106 8/7/2023 11:53 AM OFF REC BK: 9020 PG: 839 Doc Type: RTD

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 8973, Page 854, of Escambia County, for the tax certificate, tax deed, and property described below:

Tax Certificate No. Certificate No. 01899, issued the 1st day of June, A.D., 2021

TAX ACCOUNT NUMBER: 052631218 (0923-65)

DESCRIPTION OF PROPERTY:

UNIT 25 BEG AT NE COR OF LT 9 THENCE ALG E LI OF SD LT 9 S 8 DEG 12 MIN 00 SEC E 47 99/100 FT POB THENCE CONT ALG SD E LI OF LT 9 AND E LI OF LT 10 S 8 DEG 12 MIN 00 SEC E 30 55/100 FT THENCE S 81 DEG 31 MIN 32 SEC W 165 FT TO W LI OF LT 10 THENCE ALG SD W LI OF LT 10 AND LT 9 N 8 DEG 12 MIN 00 SEC W 30 40/100 FT THENCE N 81 DEG 28 MIN 27 SEC E 165 FT TO POB PART OF LTS 9 & 10 BLK H WESTERNMARK S/D PB 7 P 81 OR 8148 P 455

SECTION 09, TOWNSHIP 2 S, RANGE 30 W

NAME IN WHICH ASSESSED: PENSACOLA LAKE PROPERTIES LLC

Dated this 7th day of August 2023.

COUNT TOWN

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: 052631218 Certificate Number: 001899 of 2021

Payor: DENISE S COFFEY 6357 HAMPSHIRE DR ROANOKE VA 24018 Date 8/7/2023

\$490.20 Clerk's Total 5301964053 Clerk's Check # \$2,757.29 Tax Collector's Total Tax Collector Check # 1 \$67.33 Postage \$0.00 Researcher Copies \$10.00 Recording \$7.00 Prep Fee \$3,331.82 Total Received

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



Miami-Dade Police Department

Court Services Section

Alfredo Ramirez, III

Director





IPTROLLER vs. PENSACOLA

Case Number
052631218

ESCAMBIA COUNTY CLERK OF COURTS COUNTY COMPTROLLER vs. PENSACOLA LAKE PROPERTIES LLC

RETURN OF SERVICE

TAX NOTICE

7/27/23 11:41 am Served - Private Mailbox

SERVED

PENSACOLA LAKE PROPERTIES LLC

07/25/2023

Came this day into hand of the Sheriff

07/27/2023

11:41 AM - SERVED PENSACOLA LAKE PROPERTIES LLC AT 18520 NW 67TH AVE, #274, MIAMI, FL 33015 BY LEAVING A COPY OF THE TAX NOTICE WITH BARBARA MORANA OWNER AT THE UPS

STORE.

JESSICA HERNANDEZ, CSS1, #8903

Escambia County Clerk of Court Florida Clerk of Courts P.O. Box 333 Pensacola, FL 32591



Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

Clerk of Courts • County Comptroller • Clerk of the Board of County Commissioners • Recorder •

7/20/2023

Miami-Dade County Sheriff Attn: Civil Division 601 NW 1st Ct 9th Floor Miami, FL 33136

Dear Sheriff:

Enclosed are the Notices of Application for Tax Deeds for our September 6, 2023 Tax Deed Sale. Please serve the persons indicated on each of the notices. If you are unable to make service, please post the notice in a conspicuous place at the address provided. This service must take place no later than Monday August 14, 2023 in order to comply with Florida Statutes.

Please find the check enclosed for payment of these services. **PLEASE CONTACT ME** at 850-595-3793 or ehogg@escambiaclerk.com if you have any questions or problems with the requested service. Thank you for your assistance and have a great day.

Sincerely,
Pam Childers
Clerk of the Circuit Court & Comptroller

Emily Hogg Deputy Clerk

/eh

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 September 6, 2023, 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.

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TAX ACCOUNT NUMBER 052631218 (0923-65)

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

BADGE # MIAMI-DADE POLICE DEPARTMENT OFFICE OF THE METROPOLITAN SHERIFF COURT SERVICES BUREAU MIAMI-DADE COUNTY, FLORIDA

PENSACOLA LAKE PROPERTIES LLC

Unless said certificate shall be redeemed according to law, the property described therein will be sold to the highest bidder at public auction at 9:00 A.M. on the first Wednesday in the month of September, which is the 6th day of September 2023.

Dated this 17th day of July 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:

PENSACOLA LAKE PROPERTIES LLC PAM CHILDERS

18520 NW 67 AVE #274 **MIAMI, FL 33015**

CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

By:

Emily Hogg Deputy Clerk

ESCAMBIA COUNTY SHERIFF'S OFFICE ESCAMBIA COUNTY, FLORIDA

Redeemed

NON-ENFORCEABLE RETURN OF SERVICE 0923

Document Number: ECSO23CIV026168NON

Agency Number: 23-008240

Court: TAX DEED
County: ESCAMBIA

Case Number: CERT NO 01899 2021

Attorney/Agent:
PAM CHILDERS
CLERK OF COURT
TAX DEED

Plaintiff:

RE PENSACOLA LAKE PROPERTIES LLC

Defendant:

Type of Process: NOTICE OF APPLICATION FOR TAX DEED

Received this Writ on 7/21/2023 at 9:32 AM and served same at 9:10 AM on 7/25/2023 in ESCAMBIA COUNTY, FLORIDA, by serving POST PROPERTY, the within named, to wit: , .

POSTED PROPERTY PER CLERK'S OFFICE INSTRUCTIONS

CHIP W SIMMONS, SHERIFF ESCAMBIA COUNTY, FLORIDA

Bv:

И.<mark>)</mark>DEKORT, MDS

Service Fee: Receipt No: **≴**40.00 BILL

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Post Property:

4235 ERRESS BLVD 32505



PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

By: Emily Hogg
Deputy Clerk

PENSACOLA LAKE PROPERTIES LLC [0923-65] 18520 NW 67 AVE #274 MIAMI, FL 33015 PROVIDENT HOMES LLC [0923-65] 6357 HAMPSHIRE DR ROANOKE, VA 24018

9171 9690 0935 0127 2205 62

9171 9690 0935 0127 2205 79

PENSACOLA LAKE PROPERTIES LLC
[0923-65]
AKA PENSACOLA LAKES PROPERTIES LLC
4235 ERRESS BLVD
PENSACOLA, FL 32505

9171 9690 0935 0127 2205 86

PENSACOLA LAKE PROPERTIES LLC [0923-65] AKA PENSACOLA LAKES PROPERTIES LLC 8688 NAVARRE PARKWAY SUITE 134 NAVARRE, FL 32566

9171 9690 0935 0127 2205 93

ROCK IT PROPERTIES I, LLC [0923-65] 233 N FEDERAL HWY, SUITE 65 DANIA BEACH, FL 33004

9171 9690 0935 0127 2205 17

DANNY ELIEZER [0923-65] 1044 NE 15TH AVE FT LAUDERDALE, FL 33304

9171 9690 0935 0127 2204 49

ESCAMBIA COUNTY / COUNTY ATTORNEY [0923-65] 221 PALAFOX PLACE STE 430 PENSACOLA FL 32502

9171 9690 0935 0127 2204 56

ESCAMBIA COUNTY OFFICE OF CODE ENFORCEMENT [0923-65] ESCAMBIA CENTRAL OFFICE COMPLEX 3363 WEST PARK PLACE PENSACOLA FL 32505

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ROCKIT PROPERTIES I, LLC [0923-65]
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PENSACOLA LAKE PROPERTIES LLC [0923-65]

AKA PENSACOLA LAKES PROPERTIES LLC 8688 NAVARRE PARKWAY SUITE 134 NAVARRE, FL 32566

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STATE OF FLORIDA

County of Escambia

Before the undersigned authority personally appeared Michael P. Driver who is personally known to me and who on oath says that he is Publisher of The Escambia Sun Press, a weekly published at (Warrington) Pensacola in Escambia County, Florida; that the attached copy of advertisement, being a TAX DEED SALE NOTICE in the matter of

DATE - 09-06-2023 - CERTIFICATE # 01899

in the

CIRCUIT

Court

was published in said newspaper in the issues of

AUGUST 3, 10, 17, 24, 2023

Affiant further says that the said Escambia Sun-Press is a newspaper published at (Warrington) Pensacola, said Escambia County, Florida, and that the said newspaper has heretofore been continuously published in said Escambia County, Florida each week and has been entered as second class mail matter at the post office in Pensacola, in said Escambia and Santa Rosa Counties, 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 in the said newspaper.

Will Page

Digitally signed by Michael P Driver
DN: c=US, o=The Escambia Sun Press LLC,
dnQualifier=A01410D00000181FD1A68F30006C09B, cn=Michael P
Driver
Date: 2023.08.24 09:26:23 -05'00'

PUBLISHER

Sworn to and subscribed before me this 24TH day of AUGUST

A.D., 2023

Pather Tuttle

Digitally signed by Heather Tuttle
DN: c=US, o=The Escambia Sun Press LLC,
dnQualifier=A01410C000001890CD5793600064AAE, cn=Heather Tuttle
Date: 2023.08.24 09:33:41 -05'00'

HEATHER TUTTLE NOTARY PUBLIC



HEATHER TUTTLE Notary Public, State of Florida My Comm. Expires June 24, 2024 Commission No. HH4627

Page 1 of 1

NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That AS-SEMBLY TAX 36 LLC holder of Tax Certificate No. 01899, 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:

UNIT 25 BEG AT NE COR OF LT 9 THENCE ALG E LI OF SD LT 9 S 8 DEG 12 MIN 00 SEC E 47 99/100 FT POB THENCE CONT ALG SD E LI OF LT 9 AND E LI OF LT 10 S 8 DEG 12 MIN 00 SEC E 30 55/100 FT THENCE S 81 DEG 31 MIN 32 SEC W 165 FT TO W LI OF LT 10 THENCE ALG SD W LI OF LT 10 AND LT 9 N 8 DEG 12 MIN 00 SEC W 30 40/100 FT THENCE N 81 DEG 28 MIN 27 SEC E 165 FT TO POB PART OF LTS 9 & 10 BLK H WESTERNMARK S/D PB 7 P 81 OR 8148 P 455 SECTION 09, TOWNSHIP 2 S, RANGE 30 W

TAX ACCOUNT NUMBER 052631218 (0923-65)

The assessment of the said property under the said certificate issued was in the name of PENSACOLA LAKE PROPERTIES LLC

Unless said certificate shall be redeemed according to law, the property described therein will be sold to the highest bidder at public auction at 9:00 A.M. on the first Wednesday in the month of September, which is the 6th day of September 2023.

Dated this 20th day of July 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 (SEAL) By: Emily Hogg Deputy Clerk

oaw-4w-08-03-10-17-24-2023