APPLICATION FOR TAX DEED

Section 197.502, Florida Statutes

Application Number: 2300385

To: Tax Collector of	ESCAMBIA COUNTY	, Florida	
I,			
JUAN C CAPOTE	VICES, INC. AND OCEAN BA	NK	
hold the listed tax certific	cate and hereby surrender th	ne same to the Tax	Collector and make tax deed application thereon:
Account Number	Certificate No.	Date	Legal Description
06-4034-000	2021/2723	06-01-2021	LTS 5 6 BLK 269 NORTH MULWORTH PB 1 P 51 OR 8105 P 1028 CA 137
redeem all out	nt taxes, if due and tstanding tax certificates plus uent and omitted taxes, plus	•	•
	llector's fees, property inform	-	Clerk of the Court costs, charges and fees, and
Attached is the tax sale which are in my posses	certificate on which this applision.	lication is based and	d all other certificates of the same legal description
Electronic signature or JUAN C CAPOTE MIKON FINANCIAL S 780 NW 42 AVE #300 MIAMI, FL 33126	ERVICES, INC. AND OCEA	N BANK	04-26-2023
Δ.	pplicant's signature		Application Date
~ i	pproduit a argulature		

Pai	t 5: Clerk of Court Certified Amounts (Lines 8-14)	
8.	Processing tax deed fee	
9.	Certified or registered mail charge	
10.	Clerk of Court advertising, notice for newspaper, and electronic auction fees	
11.	Recording fee for certificate of notice	
12.	Sheriff's fees	
13.	Interest (see Clerk of Court Instructions, page 2)	
14.	Total Paid (Lines 8-13)	
15.	Plus one-half of the assessed value of homestead property, if applicable under s. 197.502(6)(c), F.S.	55,689.00
16.	Statutory opening bid (total of Lines 7, 14, 15, and 16 if applicable)	
Sign h	Signature, Clerk of Court or Designee Date of sale 12/06/20	023

INSTRUCTIONS

Tax Collector (complete Parts 1-4)

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

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

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

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

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

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

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

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

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

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

Clerk of Court (complete Part 5)

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

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



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

1223.23

Part 1: Tax Deed	Application Inf	ormation					-7.67
Applicant Name Applicant Address	JUAN C CAPOTE MIKON FINANCI BANK 780 NW 42 AVE 1 MIAMI, FL 3312	AL SERVIC	ES, INC. AI	Application date		Apr 26, 2023	
Property description PERRY-GAYLE THERESA 1320 SHOEMAKER ST PENSACOLA, FL 32505 1320 SHOEMAKER ST						icate#	2021 / 2723
	06-4034-000 LTS 5 6 BLK 269 8105 P 1028 CA	NORTH ML	JLWORTH	PB 1 P 51 OR	Date certificate issued		06/01/2021
Part 2: Certificate	es Owned by Ap	plicant an	d Filed w	ith Tax Deed	Applic	ation	
Column 1 Certificate Numbe	Colu	nn 2	C	olumn 3 ount of Certificate		Column 4 Interest	Column 5: Total (Column 3 + Column 4)
# 2021/2723	06/01/	2021		1,604.36		80.22	1,684.58
					I	→Part 2: Total*	1,684.58
Part 3: Other Cer	tificates Redeen	ed by Ap	plicant (C	ther than Co	unty)		
Column 1 Certificate Number	Column 2 Date of Other Certificate Sale	Col Face A	umn 3 mount of Certificate	Column 4 Tax Collector's F	Column 5		Total (Column 3 + Column 4 + Column 5)
# 2022/2933	06/01/2022		1,205.96		6.25 60.30		1,272.51
					·	Part 3: Total*	1,272.51
Part 4: Tax Colle							
Cost of all certif	·		n and other	certificates red (*7	eemed otal of	by applicant Parts 2 + 3 above)	2,957.09
2. Delinquent taxe							0.00
3. Current taxes p							1,111.83
4. Property inform							200.00
5. Tax deed applic							175.00
6. Interest accrued	by tax collector ur	der s.197.5	42, F.S. (se	ee Tax Collector	Instruc	ctions, page 2)	0.00
7. Total Paid (Lines 1-6)							4,443.92
certify the above inf ave been paid, and	ormation is true an that the property in	the tax ce	rtificates, in tatement is	terest, property attached.	informa	ation report fee, and	d tax collector's fees
ign here: Signat	une, Tax Collector or Des	Oldy			Dat	Escambia, Florida e <u>May</u> 8th, 202	
	V	{ } }	Court by 10 day	ys after the date sign	ned. See	Instructions on Page	··· ·

+\$6.25

Real Estate Search

Zoned: P

Evacuation

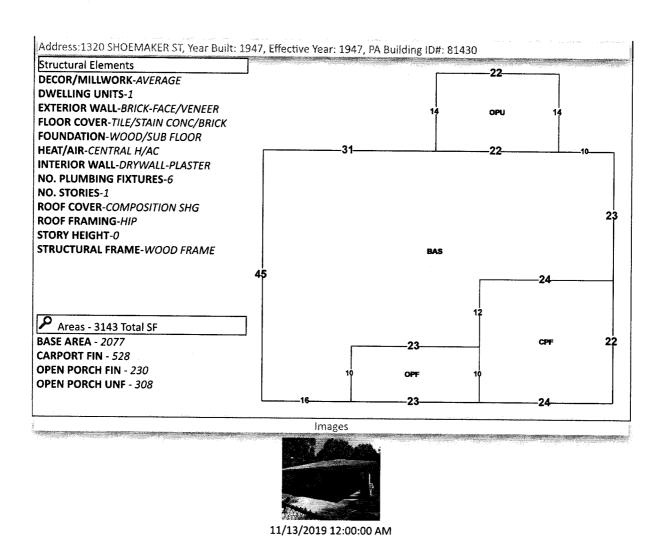
& Flood Information Open Report **Tangible Property Search**

Sale List

Nav. Mod	de 🖲	Accou	ınt O Parc	el ID	→				Printer Frie	endly Version
General Infor	matio	n				Assessn	nents	or many standard of the first o		
Parcel ID:	3	32530	330100526	9		Year	Land	lmprv	Total	<u>Cap Val</u>
Account:	0	64034	000			2022	\$16,474	\$122,695	\$139,169	\$111,378
Owners:	Р	ERRY-0	GAYLE THEI	RESA		2021	\$11,532	\$96,602	\$108,134	\$108,134
Mail:	-		IDIAN OAK , VA 23930	RD		2020	\$11,532	\$84,616	\$96,148	\$96,148
Situs:	1	320 SF	HOEMAKER	ST 32	505			Disclaime	or	
Use Code:	S	INGLE	FAMILY RE	SID 🗡	•	F				
Taxing Authority:	c	OUNT	Y MSTU			p-th-summation of	arkalikiki da kakaran ana direke mana ku u mana ayan mana ayan mana ayan mana ayan mana ayan mana ayan mana ay	Tax Estima		
Tax Inquiry: Tax Inquiry lin Escambia Cou	k coui	rtesy c			<u>w</u>	F11	e for New F	lomestead I	Exemption (Online
Sales Data			-1			2022 Ce	rtified Roll E	kemptions		
Sale Date	Book	Page	Value	Туре	Official Records (New Window)	HOMES	TEAD EXEMP	TION		
05/23/2019	8105	1028	\$111,900	WD	D _o				5000 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	
07/01/2009	6480	706	\$100	QC	D _o	3.530 (Mary 2000)	escription			
01/2005	5569	905	\$32,000	WD	Ē.	1028 CA		TH MULWORT	н РВ 1 Р 51 О	R 8105 P
07/1994	3622	360	\$100	QC	Ľ,					
03/1967	334	224	\$100	WD	C _b	er (vanca Seri	continuity of market of the continues of the	of full Williams States (work was a con-		
Official Record Escambia Cou Comptroller						Extra Fe None	eatures			
Parcel Informa	ation	,		50 N . 60 N . 74					Launch Inte	ractive Mar
Approx.			Noors					108.8	7	m and a second s

View Florida Department of Environmental Protection(DEP) Data

Buildings



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:05/09/2023 (tc.6524)

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2023037754 5/11/2023 3:22 PM
OFF REC BK: 8975 PG: 1776 Doc Type: TDN

NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That MIKON FINANCIAL SERVICES INC AND OCEAN BANK holder of Tax Certificate No. 02723, issued the 1st day of June, A.D., 2021 has filed same in my office and has made application for a tax deed to be issued thereon. Said certificate embraces the following described property in the County of Escambia, State of Florida, to wit:

LTS 5 6 BLK 269 NORTH MULWORTH PB 1 P 51 OR 8105 P 1028 CA 137

SECTION 33, TOWNSHIP 2 S, RANGE 30 W

TAX ACCOUNT NUMBER 064034000 (1223-23)

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

THERESA PERRY-GAYLE

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 December, which is the 6th day of December 2023.

Dated this 10th 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.

COMPTRO

PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

By: Emily Hogg Deputy Clerk



PROPERTY INFORMATION REPORT

3050 Concho Drive, Pensacola, Florida 32507 | Phone: 850-466-3077

THE ATTACHED REPORT IS ISSUED TO: SCOTT LUNSFORD, ESCAMBIA COUNTY TAX COLLECTOR TAX ACCOUNT #: 06-4034-000 CERTIFICATE #: THIS REPORT IS NOT TITLE INSURANCE. THE LIABILITY FOR ERRORS OR OMISSIONS IN THIS REPORT IS LIMITED TO THE PERSON(S) EXPRESSLY IDENTIFIED BY NAME IN THE PROPERTY INFORMATION REPORT AS THE RECIPIENT(S) OF THE PROPERTY INFORMATION REPORT. The attached Report prepared in accordance with the instructions given by the user named above includes a listing of the owner(s) of record of the land described herein together with current and delinquent ad valorem tax information and a listing and copies of all open or unsatisfied leases, mortgages, judgments and encumbrances recorded in the Official Record Books of Escambia County, Florida that appear to encumber the title to said land as listed on page 2 herein. It is the responsibility of the party named above to verify receipt of each document listed. If a copy of any document listed is not received, the office issuing this Report must be contacted immediately. This Report is subject to: Current year taxes; taxes and assessments due now or in subsequent years; oil, gas, and mineral or any subsurface rights of any kind or nature; easements, restrictions and covenants of record; encroachments, overlaps, boundary line disputes, and any other matters that would be disclosed by an accurate survey and inspection of the premises. This Report does not insure or guarantee the validity or sufficiency of any document attached, nor is it to be considered a title insurance policy, an opinion of title, a guarantee of title, or as any other form of guarantee or warranty of title. Use of the term "Report" herein refers to the Property Information Report and the documents attached hereto. Period Searched: August 21, 2003 to and including August 21, 2023 Abstractor:

BY

Michael A. Campbell,

As President

Dated: September 13, 2023

Malphel

PROPERTY INFORMATION REPORT

CONTINUATION PAGE

September 13, 2023

Tax Account #: 06-4034-000

1. The Grantee(s) of the last deed(s) of record is/are: THERESA PERRY-GAYLE

By Virtue of Warranty Deed recorded 6/3/2019 in OR 8105/1028

- 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 Huong Thi Nguyen recorded 6/3/2019 OR 8105/1030
- 4. Taxes:

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

Tax Account #: 06-4034-000 Assessed Value: \$111,378.00 Exemptions: HOMESTEAD

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

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

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

PERDIDO TITLE & ABSTRACT, INC.

PROPERTY INFORMATION REPORT

3050 Concho Drive, Pensacola, Florida 32507 | Phone 850-466-3077

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

CERTIFICATION: TITLE SEARCH FOR TDA TAX DEED SALE DATE: **DEC 6, 2023** TAX ACCOUNT #: 06-4034-000 **CERTIFICATE #:** 2021-2723 In compliance with Section 197.522, Florida Statutes, the following is a list of names and addresses of those persons, firms, and/or agencies having legal interest in or claim against the above-described property. The above-referenced tax sale certificate is being submitted as proper notification of tax deed sale. YES NO Notify City of Pensacola, P.O. Box 12910, 32521 Notify Escambia County, 190 Governmental Center, 32502 Homestead for 2022 tax year. THERESA PERRY-GAYLE THERESA PERRY-GAYLE HUONG THI NGUYEN 5671 INDIAN OAK RD 1320 SHOEMAKER ST 1320 SEITZ DR PENSACOLA, FL 32505 **CREWE, VA 23930** PENSACOLA, FL 32526

Certified and delivered to Escambia County Tax Collector, this 13th day of September, 2023.

PERDIDO TITLE & ABSTRACT, INC.

Malphil

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

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

PROPERTY INFORMATION REPORT

September 13, 2023 Tax Account #:06-4034-000

LEGAL DESCRIPTION EXHIBIT "A"

LTS 5 6 BLK 269 NORTH MULWORTH PB 1 P 51 OR 8105 P 1028 CA 137

SECTION 33, TOWNSHIP 2 S, RANGE 30 W

TAX ACCOUNT NUMBER 06-4034-000(1223-23)

Recorded in Public Records 6/3/2019 3:01 PM OR Book 8105 Page 1028, Instrument #2019048249, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording \$18.50 Deed Stamps \$783.30

> Prepared by: Kay LaMontagne, an employee of Anchor Title & Escrow, LLC 1331 Creighton Road, Ste. D Pensacola, FL 32504 File Number: ATP0774

General Warranty Deed

Made this May 23, 2019 By Huong Thi Nguyen a single woman, whose address is, 5460 Seitz Drive, Pensacola, FL 32526, hereinafter called the grantor, to Theresa Perry - Gayle, a married woman, whose address is 1320 Shoemaker Street, Pensacola, FL 32505, hereinafter called the grantee:

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

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

Lots 5 and 6, Block 269, NORTH MULWORTH, being a resubdivision of the Second Mulworth Subdivision, as recorded in Plat Book 1, Page 47, said North Mulworth being a subdivision of part of Lot 2, Brainerd and McIntyre Subdivision of the North 1/2 (Lots 1 and 2 Government Subdivision) of Section 33, Township 2 South, Range 30 West, Escambia County, Florida, plat of said North Mulworth recorded in Plat Book 1, Page 51.

Parcel ID Number: 33-2S-30-3301-005-269

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

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

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and the said land is free of all encumbrances except taxes accruing subsequent to December 31, 2018.

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

Signed, sealed and delivered in our presence:		
Kay Lam	huoranguym	(Seal)
Witness Printed Name: Kay La mostage	Huong Thi Nguyen	-
1 Marine	, , , , , , , , , , , , , , , , , , , ,	(Seal)
Witness Printed Name: Christinan Gora		

State of Florida County of Escambia

The foregoing instrument was acknowledged before me May 23, 2019, by Huong Thi Nguyen a single woman, who is/are personally known to me or who has produced driver license as identification.

Notary Pub
Print Name
Notary Public - Olde of Floride
Commission if GG 165620
My Comm Expires Feb 5, 2022
Benefit 72-56 Nation Notery Asia

Prepared by & Return to: Anchor Title & Escrow 1331 Creighton Road, Suite D Pensacola, FL 32504

MORTGAGE AND SECURITY AGREEMENT

Borrower: Theresa Perry - Gayle, a married woman 1320 Shoemaker Street Pensacola, FL 32505

Lender: Huong Thi Nguyen, a single woman 5460 Seitz Drive Pensacola, FL 32526

THIS MORTGAGE IS TO BE FILED IN THE PUBLIC RECORDS OF Escambia AND SHALL CONSTITUTE A FIXTURE FILING IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 679 OF THE FLORIDA STATUTES.

MORTGAGE NOTE (Fixed Rate) THIS IS A BALLOON MORTGAGE NOTE AND THE FINAL PAYMENT OR THE BALANCE DUE UPON MATURITY IS \$104,840.23 TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THE MORTGAGE

Known All Men By These Presents: That whereas Theresa Perry - Gayle, a married woman (whether one or more, hereinafter called the "Borrower"), have become justly indebted to Huong Thi Nguyen, a single woman, (together with its successors and assigns, hereinafter called "Lender"), in the sum of One hundred ten thousand four hundred NO/100 Dollars (\$110,400.00) together with interest thereon, as evidenced by a promissory note or notes of even date herewith. (If the maturity date of the note or notes is 30 years or longer, indicate the latest maturity date here: N/A).

This conveyance is intended to be and is a real property Mortgage and a "Security Agreement" governed by the laws of the State of Florida concerning mortgages and the Uniform Commercial Code as adopted in Florida, and is intended to secure the payment of the following (the "Secured Indebtedness"):

- A. The existing indebtedness represented by that certain promissory note of even date herewith for the sum of One hundred ten thousand four hundred and NO/100 DOLLARS (\$110,400.00) made by Borrower payable to the order of Lender (the "Note") with interest from date until paid at the rate therein specified, the said principal and interest payable in the manner and upon the terms, provisions and conditions set forth in the Note, together with any and all renewals, extensions, modifications, consolidations and extensions thereof;
- B. Such future or additional advances as may be made by Lender at the option of Lender to the Borrower; provided that, notwithstanding the foregoing, the total of all amounts secured hereby shall not exceed at any one time the sum of NONE and NO/100 DOLLARS (\$NONE);

and provided further, that all such advances, notes, claims, demands or liabilities and obligations secured hereby by incurred or arise or come into existence either on or prior to the date of this Mortgage, or on or before 30 years after the date of this Mortgage or within such lesser period of time as may hereafter be provided by law as a prerequisite for the sufficiency of actual notice or record notice of such advances, notes, claims, demands or liabilities and obligations as against the rights of creditors or subsequent purchasers for a valuable consideration. The Borrower hereby waives, on behalf of himself/herself and his/her successors and assigns, the right to file for record a notice limiting the maximum principal amount which may be secured by this Mortgage as provided for in Florida Statute 697.04(1)(b).

NOW, THEREFORE, in consideration of the premises, and in order to secure the payment of said indebtedness and any renewals or extensions thereof and the interest thereon, and all other indebtedness (including future advances) now or hereafter owed by any of the above-named Borrowers to Lender, whether such indebtedness is primary or secondary, direct or indirect, contingent or absolute, matured or unmatured, joint or several, and otherwise secured or not, and to secure compliance with all the covenants and stipulations hereinafter contained, the undersigned (whether one or more, hereinafter called "Borrower") does hereby assign, grant, bargain, sell and convey unto Lender the following described real property situated in Escambia County, State of Florida, viz:

Lots 5 and 6, Block 269, NORTH MULWORTH, being a resubdivision of the Second Mulworth Subdivision, as recorded in Plat Book 1, Page 47, said North Mulworth being a subdivision of part of Lot 2, Brainerd and McIntyre Subdivision of the North 1/2 (Lots 1 and 2 Government Subdivision) of Section 33, Township 2 South, Range 30 West, Escambia County, Florida, plat of said North Mulworth recorded in Plat Book 1, Page 51.

together with all rents and other revenues thereof and all rights (including riparian rights), privileges, easements, tenements, interests, improvements and appurtenances thereunto belonging or in anywise appertaining, including any after-acquired title and easements and all rights, title and interest now or hereafter owned by Borrower in and to all buildings and improvements, storm and screen windows and doors, gas, steam, electric, solar and other heating, lighting, ventilating, air-conditioning, refrigerating and cooking apparatus, elevators, plumbing, sprinkling, smoke, fire, and intrusion detection devices, and other equipment and fixtures now or hereafter attached or appertaining to said premises, all of which shall be deemed to be real property and conveyed by this mortgage, and all of which real property, equipment and fixtures are sometimes hereinafter called the "mortgaged property."

To Have And To Hold the same and every part thereof unto Lender, its successors and assigns forever.

And for the consideration aforesaid, and as additional security for all of the indebtedness described above (including future advances), Borrower hereby assigns and transfers to Lender, and grants to Lender a security interest in, all building materials, household appliances, equipment, fixtures and fittings of every kind or character now owned or hereafter acquired by Borrower, or any of them, located, whether permanently or temporarily, on the mortgaged property, and all building materials, household appliances, equipment, fixtures and fittings now owned or hereafter acquired by Borrower, or any of them, located or stored on any other real

property, which are or shall be purchased by Borrower, or any of them, for the purpose, or with the intention of making improvements on the mortgaged property or to the premises located on said property. The personal property herein transferred includes without limitation, all lumber, bricks, building stones, building blocks, sand, cement, roofing materials, paint, doors, windows, storm doors, storm windows, nails, wires and wiring, hardware, plumbing and plumbing fixtures, heating and air conditioning equipment and appliances, electrical and gas equipment and appliances, pipes and piping, ornamental and decorative fixtures, and in general all building materials, equipment and appliances of every kind and character used or useful in connection with improvements to real property.

For the purpose of further securing the payment of said indebtedness Borrower warrants, covenants and agrees with Lender, its successors and assigns, as follows:

- 1. That they are lawfully seized in fee and possessed of the mortgaged property and have a good right to convey the same aforesaid, and they will warrant and forever defend the title against the lawful claims of all persons whomsoever, and that the mortgaged property is free and clear of all encumbrances, easements and restrictions not herein specifically mentioned.
- 2. That they will pay when due all taxes, assessments, or other liens or mortgages taking priority over this mortgage, and should default be made in the payment of the same, or any part thereof, Lender may pay the same (but Lender is not obligated to do so). If the mortgaged property or any part thereof is a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or covering the condominium or planned unit development, the bylaws and regulations of the condominium or planned unit development, and constituent documents. Should Borrower default in any of such obligations, Lender may perform Borrower's obligation (but Lender is not obligated to do so).
- 3. That they will keep the buildings on the mortgaged property continuously insured in such amounts, in such manner and with such companies as may be satisfactory to Lender against loss by fire (including so-called extended coverage), wind and such other hazards (including flood and water damage) as Lender may specify from time to time, with loss, if any, payable to Lender under a Lender's loss payable clause acceptable to Lender, and will deposit with Lender policies of such insurance or at Lender's election, certificates thereof, and will pay the premiums therefore as the same become due. Borrower shall have the right to provide such insurance through a policy or policies independently obtained and paid for by Borrower or through an existing policy, Lender may, for reasonable cause, refuse to accept any policy of insurance obtained by Borrower. Borrower shall give immediate notice in writing to Lender of any loss or damage to the mortgaged property from any cause whatever. If Borrower fails to keep said property insured as above specified, Lender may insure said property (but Lender is not obligated to do so) for its insurable value against loss by fire, wind and other hazards for the benefit of Borrower and Lender or for the benefit of Lender alone, at Lender's election. The proceeds of such insurance shall be paid by the insurer to Lender, which is hereby granted full power to settle and compromise claims under all policies, to endorse in the name of Borrower any check or draft representing the proceeds of any such insurance, and to demand, receive and give receipt for all sums becoming due thereunder. Said insurance proceeds, if collected, may be

credited on the indebtedness secured by this mortgage, less cost of collection, or may be used in repairing or reconstructing the premises on the mortgaged property, at Lender's election. Any application of the insurance proceeds to repairing or reconstructing the premises on the mortgaged property shall not extend or postpone the due date of any installment payments of the indebtedness hereby secured or reduce the amount of such installments.

- 4. That commencing upon written request by Lender and continuing until the indebtedness secured hereby is paid in full, Borrower will pay to Lender concurrently with, and on the due dates of, payments on the indebtedness hereby secured a sum equal to the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus water rents, fire district charges, taxes and assessments next due on the mortgaged property (all as estimated by Lender), less any sums already paid to Lender therefore, divided by the number of months or other payment periods to elapse before one month or payment period prior to the date when such ground rents, premiums, water rents, fire district charges, taxes and assessments will become due, such sums to be held by Lender in trust, to pay said ground rents, premiums, water rents, fire district charges, taxes and assessments. All payments mentioned in the preceding sentence and the payments to be made on the indebtedness secured hereby shall be added together and the aggregate amount thereof shall be paid by Borrower each month or other payment periods in a single payment to be applied by Lender to the following items in the order set forth: (a) taxes, water rents, fire district charges, assessments, fire and other hazard insurance premiums; (b) interest on the indebtedness secured hereby; and (c) the balance, if any, shall be applied toward the payment of the principal sum hereby secured. Any deficiency in the amount of such aggregate monthly or other periodic payments shall constitute a default under this mortgage. Any excess funds accumulated under this paragraph after payment of the items herein mentioned shall be credited in calculating the monthly or other periodic payments of the same nature required hereunder in the subsequent year; but if the actual amount of any such item shall exceed the estimate therefore, Borrower shall without demand forthwith make good the deficiency. Failure by Borrower to do so before the due date of such item shall be a default hereunder. If the mortgaged property is sold under foreclosure or is otherwise acquired by Lender after default, any remaining balance of the accumulations under this paragraph shall be credited to the principal of the secured indebtedness as of the date of the foreclosure sale or as of the date the property is otherwise acquired.
- 5. That they will take good care of the mortgaged property and the personal property described above and will not commit or permit any waste thereon or thereof or the removal of any oil, gas or mineral therefrom, and that they will keep the same repaired and at all times will maintain the same in at least as good condition as it now is, reasonable wear and tear alone excepted. If Borrower fails to make repairs to the mortgaged property, Lender may make such repairs at Borrower's expense (but Lender is not obligated to do so). Lender, its agents and employees, may enter the mortgaged property and any improvements thereon at any reasonable time for the purpose of inspecting or repairing such improvements.
- 6. That all amounts expended by Lender for insurance or for the payment of taxes or assessments or to discharge liens on the mortgaged property or other obligations of Borrower or to make repairs to the mortgaged property or any improvements thereon shall become a debt due

Lender, shall be payable at once without demand upon or notice to any person, shall bear interest at the rate of interest payable on the principal sum of the note described above, or if no such rate of interest is specified in the note or if the rate specified would be unlawful, at the maximum rate allowed by law from the date of payment by Lender, and such debt and the interest thereon shall be secured by this mortgage. Upon failure of Borrower to reimburse Lender for all amounts so expended, at the election of Lender and with or without notice to any person, Lender may declare the entire indebtedness secured by this mortgage due and payable and may foreclose this Mortgage as hereinafter provided or as provided by law.

- 7. That no delay or failure of Lender to exercise any option to declare the maturity of any debt secured by this mortgage shall be taken or deemed as a waiver of the right to exercise such option or to declare such forfeiture either as to past or present defaults on the part of Borrower, and that the procurement of insurance or payment of taxes or other liens or assessments or obligations by Lender shall not be taken or deemed as a waiver of the right to accelerate the maturity of the indebtedness hereby secured by reason of the failure of Borrower to procure such insurance or to pay such taxes, liens, assessments or obligations, it being agreed by Borrower that no terms or conditions contained in this Mortgage can be waived, altered or changed except by a writing signed by Lender.
- 8. That the Borrower who is obligated as the Borrower or as guarantor or endorser to pay the indebtedness hereby secured will well and truly pay and discharge such indebtedness as it shall become due and payable, including the Note, any renewals or extensions thereof, and any other notes or obligations of such Borrower to Lender, whether now or hereafter incurred.
- 9. In the event a suit shall be instituted to foreclose this Mortgage, Lender, its successors or assigns, shall be entitled to apply at any time pending such foreclosure suit to the court having jurisdiction thereof for the appointment of a receiver for all and singular the mortgaged property and of all the rents, income, profits, issues and revenues thereof, from whatsoever source derived, with the usual powers and duties of receivers in like cases and such appointment shall be made by such court as a matter of strict right to Lender, its successors or assigns, without reference to the adequacy or inadequacy of the value of the property hereby mortgaged or to the solvency or insolvency of the Borrower, Borrower's legal representatives, successors or assigns, and that such rents, profits, incomes, issues, and revenues shall be applied by such receiver to the payment of the Secured Indebtedness, costs and charges, according to the order of said court. The Borrower hereby specifically waives the right to object to the appointment of a receiver as described herein and hereby expressly consents that such appointment shall be made as an admitted equity and is Lender's absolute right, and that the appointment may be done without notice to the Borrower. Borrower further consents to the appointment of Lender or any officer or employee of Lender as receiver.
- 10. That they will not cause or allow possession of the mortgaged property to be in any other person or entity to the exclusion of Borrower and will not cause or allow all or any part of the mortgaged property or any interest therein to be sold, assigned, transferred or conveyed by Borrower, or any of them, without Lender's prior written consent, excluding only (a) the creation of a lien or encumbrance expressly subordinate to this mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by

operation of law upon the death of a joint tenant, or (d) (if the mortgaged property is the Borrower's residence) the grant of any leasehold interest of one year or less (including all mandatory or optional renewal periods) not containing an option to purchase. Lender may withhold its consent or may condition its consent to any such transfer of possession of, or an interest in, the mortgaged property upon the transferee's agreeing to pay a greater rate of interest on all or any part of the indebtedness secured by this mortgage, upon Lender's approval of the creditworthiness of the transferee, and upon the transferee's payment to Lender of a reasonable transfer or assumption fee. Upon breach by Borrower, or any of them, of the covenants herein contained, Lender may, at its election, accelerate maturity of the indebtedness hereby secured and proceed to foreclose this mortgage as hereinafter provided or as provided by law.

- That, except as otherwise expressly disclosed to Lender in writing on the date of 11. this mortgage, no Hazardous Substance (as defined below) has been released or disposed of on or under the mortgaged property by Borrower or, to the best of Borrower's knowledge, by any third party or any predecessor in interest or title to the mortgaged property; no underground storage tanks, whether in use or not in use, are located on or under any part of the mortgaged property; Borrower and the mortgaged property are and will remain in compliance with all applicable local, state and federal environmental laws and regulations; no notice has been received by Borrower from any governmental authority or any other person claiming violation of any environmental protection law or regulation or demanding payment, indemnity or contribution for any environmental damage or injury to natural resources, relating in any way to the mortgaged property, and Borrower will notify Lender promptly in writing if any such notice is hereafter received; and any Hazardous Substance used or produced in Borrower's business will be used, produced, stored and disposed of in strict compliance with all applicable environmental laws and regulations. Borrower will notify Lender immediately if any Hazardous Substance is released or discovered on or under the mortgaged property, and Borrower will take or cause to be taken such remedial action as may be necessary in order to remedy such released or discovered Hazardous Substance and to obtain certificate of remediation or other certificate of compliance from applicable governmental authorities. At Lender's request, Borrower will promptly obtain at Borrower's expense, and deliver to Lender an environmental inspection report or will update a previous report, in form acceptable to Lender, prepared by a competent environmental professional reasonably satisfactory to Lender. As used herein, the term "Hazardous Substance" includes, without limitation, any hazardous or toxic substance and any substance or material that is regulated or controlled by the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA), the federal Hazardous Materials Transportation Act, the federal Resource Conservation and Recovery Act, the Federal Clean Water Act, the federal Clean Air Act, the federal Toxic Substance Control Act, or any other federal, state or local environmental law, ordinance, or regulation now or hereafter in effect. Borrower agrees to indemnify Lender against any and all liability and expense (including attorneys' fees and litigation expenses) incurred by Lender on account of breach by Borrower of any representation, warranty or covenant set forth in this paragraph. This agreement to indemnify shall survive payment of the secured indebtedness, satisfaction of this mortgage, and foreclosure of this mortgage.
- 12. That, if this is a construction mortgage, Borrower will perform and comply with, or will cause the Borrower to perform and comply with, the terms of any construction loan

agreement made with Lender with regard to any improvements to be made on the mortgaged property.

- 13. That all the covenants and agreements of Borrower herein contained shall extend to and bind their respective heirs, executors, administrators, successors and assigns, and that such covenants and agreements and all options, rights, privileges and powers herein given, granted or secured to Lender shall inure to the benefit of the successors and assigns of Lender.
- 14. That the provisions of this mortgage and the Note secured hereby are severable, and that the invalidity or unenforceability of any provision of this mortgage or the Note shall not affect the validity and enforceability of the other provisions of this mortgage or of Note. The remedies provided to Lender herein are cumulative with the rights and remedies of Lender at law and in equity, and such rights and remedies may be exercised concurrently or consecutively. A carbon or photostatic copy of this mortgage may be filed as a financing statement in any public office.

If the Borrower pays and discharges all the indebtedness hereby secured (including future advances) as the same becomes due and payable, and if Borrower in all things does and performs all acts and agreements by it herein agreed to be done according to the tenor and effect thereof, then and in that event only this conveyance and the security interest herein granted shall be and become null and void, but if default is made in the payment of any indebtedness hereby secured or any renewals or extensions thereof or any part thereof, or if any interest thereon remain unpaid when due, or if default be made in the repayment of any sum expended by Lender under the authority of any provision of this Mortgage, or if the interest of Lender in the mortgaged property or any of the personal property described above become endangered by reason of the enforcement of any lien or encumbrance thereon, or if a petition to condemn any part of the mortgaged property be filed by any authority, person or entity having power of eminent domain, or if any law, either state or federal, be passed imposing or authorizing the imposition of a specific tax upon this mortgage or the indebtedness hereby secured or permitting or authorizing the deduction of any such tax from the principal or interest secured by this Mortgage or by virtue of which any tax or assessment upon the mortgaged property shall be charged against the owner of this Mortgage, or if at any time any of the covenants contained in this Mortgage or in any note or other evidence of indebtedness secured hereby be declared invalid or unenforceable by any court of competent jurisdiction, or if Borrower fails to do and perform any other act or thing herein required or agreed to be done, then in any of said events the whole of the indebtedness hereby secured, or any portion or part thereof which may at said date not have been paid, with interest thereon, shall at once become due and payable and this Mortgage shall be subject to foreclosure at the option of Lender, notice of the exercise of such option being hereby expressly waived by Borrower, and Lender shall have the right to enter upon and take possession of the mortgaged property. If an event of default occurs and remains uncured, then in either or any such event, the aggregate sum or sums secured hereby then remaining unpaid, with interest accrued at that time, and all moneys secured hereby, shall become due and payable forthwith, or thereafter, at the option of Lender, or its assigns, as fully and completely as if all of the said sums of money were originally stipulated to be paid on such date, anything in the Note or any instrument or instruments or in this Mortgage to the contrary notwithstanding; and thereupon, or thereafter, at the option of Lender, or its assigns, without notice or demand, suit at law or in

equity may be prosecuted as if all moneys secured hereby had matured prior to its institution. The Lender, or its assigns, may do either or both of the following as to the amount so declared due and payable: (i) bring an action to enforce payment of the amount so declared due and payable, with or without bringing an action to foreclose this Mortgage; and/or (ii) foreclose this mortgage as to the amount so declared due and payable, and the mortgaged property, or any part or parts thereof, in one or more sales as determined by Lender, shall be sold to satisfy and pay the same with costs, expenses and allowances. In addition, Lender shall also be entitled to take such action and avail itself of such remedies as may be available under the Uniform Commercial Code in effect in the State of Florida. In any action brought to enforce this Mortgage, the prevailing party shall be entitled to its reasonable attorney fees at trial and/or appeal.

In Witness Whereof, each of the undersigned has hereunto set his or her signature and seal, or has caused this instrument to be executed by its officer(s), partner(s), member(s), or agent(s) thereunto duly authorized, this 23rd day of May, 2019.

STATE OF VIRGINIA
COUNTY OF NOTTOWNY

The foregoing instrument was acknowledged before me this 22 woday of May, 2019, by Theresa Perry – Gayle, a single woman.

Personally Known To Me

Type of Identification Produced Virgo IN DRIVER'S License

BK: 8105 PG: 1038 Last Page

MORTGAGE NOTE (Individual)

\$110,400.00 05/23/19

MORTGAGE NOTE (Fixed Rate) THIS IS A BALLOON MORTGAGE NOTE AND THE FINAL PAYMENT OR THE BALANCE DUE UPON MATURITY IS \$104,840.23 TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THE MORTGAGE

FOR VALUE RECEIVED, the undersigned, hereinafter "Maker", (jointly and severally, if more than one), promises to pay to Huong Thi Nguyen, hereinafter "Holder" or "Payee", or order in the manner hereinafter specified, the principal sum of:

****\$110.400.00 ****

\$110,400.00 with interest from date at the rate of 5.75% percent, per annual on the balance from time to time remaining unpaid. The said principal and interest shall be payable in lawful money of the United States of America at 5460 Seitz Drive, Pensacola, FL 32526 or such place as may hereafter be designated by written notice from the Holder to the maker hereof, on the date and in the manner following:

The sum of \$644.26, representing a payment of principal and interest only shall be due and payable on July 1, 2019, and on the like day of each month thereafter until June 1, 2023 at which time a balloon payment in the amount of \$104,840.23 will be due along with the entire principal sum, the interest accrued thereon, and all other sums due under this note have been paid in full.

Borrower is to provide a paid tax receipt to the lender my March 1st of each year.

Payment received will first be credited to late charges, then to interest, and the balance, if any, to principal.

This note, with interest, is secured by a mortgage on real estate, of even date herewith, made by the Maker hereof in favor of the said Payee and shall be construed and enforced according to the laws of the State of Florida. The terms of said mortgage are by this reference made a part hereof.

If default be made in the payment of any of the sums or interest mentioned herein or in said mortgage or in the performance of any of the agreements contained herein or in said mortgage, then the entire principal sum and accrued interest shall, at the option of the Holder hereof, become at once due and collectible without notice, time being of the essence; and said principal sum and accrued interest shall both bear interest from such time until paid at the highest rate allowable under the State of Florida. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default. Any payment not received within 5 days of the due date shall include a late charge of \$75.00. In the event of default in the payment of this note, and the same is placed in the hands of an attorney for collection, the undersigned hereby agrees to pay all costs of collection or re-instatement, including, but not limited to, a reasonable attorney's fee.

Each person liable herein, whether Maker or Endorser, hereby waives presentment, protest, notice, notice of protest and notice of dishonor and agree to pay all costs including a reasonable attorney's fee, whether suit be brought or not, if after maturity of this note or default hereunder or under said mortgage, counsel shall be employed to collect this note or to protect the security of said mortgage.

Whenever used herein the terms "Holder", "Maker" and "Payee" shall be construed in the singular or plural as the context may require or admit.

Heresa Perry - Gayle - Borrow

STATE OF FLORIDA COUNTY OF ESCAMBIA

CERTIFICATE OF NOTICE OF MAILING NOTICE OF APPLICATION FOR TAX DEED

CERTIFICATE # 02723 of 2021

I, PAM CHILDERS, CLERK OF THE CIRCUIT COURT OF ESCAMBIA COUNTY, FLORIDA, do hereby certify that I did on October 19, 2023, mail a copy of the foregoing Notice of Application for Tax Deed, addressed to:

THERESA PERRY-GAYLE THERESA PERRY-GAYLE 5671 INDIAN OAK RD 1320 SHOEMAKER ST CREWE, VA 23930 PENSACOLA, FL 32505

HUONG THI NGUYEN 1320 SEITZ DR PENSACOLA, FL 32526

WITNESS my official seal this 19th day of October 2023.

S COMPTROLES

PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

By:

Emily Hogg Deputy Clerk

WARNING

THERE ARE UNPAID TAXES ON PROPERTY WHICH YOU OWN OR IN WHICH YOU HAVE A LEGAL INTEREST. THE PROPERTY WILL BE SOLD AT PUBLIC AUCTION ON December 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 MIKON FINANCIAL SERVICES INC AND OCEAN BANK holder of Tax Certificate No. 02723, issued the 1st day of June, A.D., 2021 has filed same in my office and has made application for a tax deed to be issued thereon. Said certificate embraces the following described property in the County of Escambia, State of Florida, to wit:

LTS 5 6 BLK 269 NORTH MULWORTH PB 1 P 51 OR 8105 P 1028 CA 137

SECTION 33, TOWNSHIP 2 S, RANGE 30 W

TAX ACCOUNT NUMBER 064034000 (1223-23)

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

THERESA PERRY-GAYLE

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 December, which is the **6th day of December 2023.**

Dated this 16th day of October 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.

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PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

By: Emily Hogg Deputy Clerk

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Dated this 9th day of October 2023.

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Post Property:

1320 SHOEMAKER ST 32505

BAY & COMPTRO

PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

By: Emily Hogg Deputy Clerk

ESCAMBIA COUNTY SHERIFF'S OFFICE ESCAMBIA COUNTY, FLORIDA

NON-ENFORCEABLE RETURN OF SERVICE 1223-23

Agency Number: 24-000527

Document Number: ECSO23CIV038149NON

Court: TAX DEED County: ESCAMBIA

Case Number: CERT NO 02723 2021

Attorney/Agent: PAM CHILDERS **CLERK OF COURT** TAX DEED

Plaintiff:

RE: THERESA PERRY-GAYLE

Defendant:

Type of Process: NOTICE OF APPLICATION FOR TAX DEED

Received this Writ on 10/20/2023 at 9:33 AM and served same at 11:02 AM on 10/24/2023 in ESCAMBIA COUNTY, FLORIDA, by serving POST PROPERTY, the within named, to wit: , ...

POSTED TO PROPERTY PER CLERKS OFFICE INSTRUCTIONS

CHIP W SIMMONS, SHERIFF ESCAMBIA COUNTY, FLORIDA

By:

C. DAVIS, CPS

Service Fee: Receipt No:

\$40.00 BILL

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Post Property:

1320 SHOEMAKER ST 32505



PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

By: Emily Hogg Deputy Clerk THERESA PERRY-GAYLE [1223-23] 5671 INDIAN OAK RD CREWE, VA 23930

THERESA PERRY-GAYLE [1223-23] 1320 SHOEMAKER ST PENSACOLA, FL 32505

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9171 9690 0935 0127 2169 30

HUONG THI NGUYEN [1223-23] 1320 SEITZ DR PENSACOLA, FL 32526

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contact

CERTIFIED MAIL...

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THERESA PERRY-GAYLE [1223-23] 1320 SHOEMAKER ST PENSACOLA, FL 32505

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Official Records 221 Palafox Place, Suite 110

Pensacola, FL 32502



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HUONG THI NGUYEN [1223-23] 1320 SEITZ DR PENSACOLA, FL 32526

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CERTIFIED MAIL.

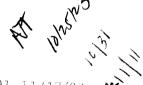
Pam Childers
Clerk of the Circuit Court & Comptroller
Official Records
221 Palafox Place Suite 110

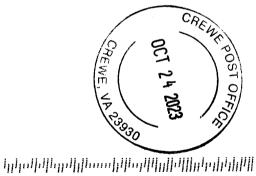
Pensacola, FL 32502



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"SUMMATION WEEKLY

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

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PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

By: Emily Hogg Deputy Clerk

4WR11/1-11/22TD

Before the undersigned authority personally appeared Malcolm Ballinger who under oath says that he is the Legal Administrator and Publisher of The Summation Weekly Newspaper published at Pensacola in Escambia & Santa Rosa County, Florida; that the attached copy of the advertisement, being a notice in the matter of 2021-TD-02723 in the Escambia County Court was published in said newspaper in and was printed and released on November 1, 2023; November 8, 2023; November 15, 2023; and November 22, 2023.

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

MALCOLM BALLINGER, PUBLISHER FOR THE SUMMATION WEEKLY

STATE OF FLORIDA COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me by means of hyphysical presence or online notarization, this 22nd day of November, 2023, by MALCOLM BALLINGER, who is personally known to me.

X

, NOTARY PUBLIC





Scott Lunsford, CFC • Escambia County Tax Collector

EscambiaTaxCollector.com





2023

REAL ESTATE

Notice of Ad Valorem and Non-Ad Valorem Assessments

SCAN TO PAY ONLINE

ACCOUNT NUMBER	MILLAGE CODE	ESCROW CODE	PROPERTY REFERENCE NUMBER
06-4034-000	06		332S303301005269

PROPERTY ADDRESS: 1320 SHOEMAKER ST **EXEMPTIONS:**

PERRY-GAYLE THERESA 5671 INDIAN OAK RD CREWE, VA 23930

PRIOR YEAR(S) TAXES OUTSTANDING

AD VALOREM TAXES						
TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION AMOUNT	TAXABLE AMOUNT	TAXES LEVIED	
COUNTY	6.6165	157,583	0	157,583	1,042.65	
PUBLIC SCHOOLS						
BY LOCAL BOARD	1.9620	157,583	0	157,583	309.18	
BY STATE LAW	3.1820	157,583	0	157,583	501.43	
WATER MANAGEMENT	0.0234	157,583	0	157,583	3.69	
SHERIFF	0.6850	157,583	0	157,583	107.94	
M.S.T.U. LIBRARY	0.3590	157,583	0	157,583	56.57	
ESCAMBIA CHILDRENS TRUST	0.4365	157,583	0	157,583	68.78	

TOTAL MILLAGE 13 2644

AD VALOREM TAXES \$2,090.24

	TOTAL WILLAGE	13.2044		AD TALORE	V. 17 (1/L)
LEGAL DE	SCRIPTION		NON-AD VALO	REM ASSESSMENT	S
		TAXING AUTHORIT	ΓY	RATE	AMOUN'
	MULWORTH PB 1 P 51 OR 028 CA 137	FP FIRE PROTECTION	N		125.3
				ON-AD VALOREM ASSES	SMENTS \$125.3
Pay online a	at EscambiaTa ust be in U.S. funds draw	xCollector.com vn from a U.S. bank	COMBINE	D TAXES AND ASSESS	SMENTS \$2,215.5
If Paid By Please Pav	Dec 31, 2023 \$2.149.10	Jan 31, 2024 \$2,171.26	Feb 29, 2024 \$2,193.41	Mar 31, 2024 \$2,215.57	

RETAIN FOR YOUR RECORDS

2023 REAL ESTATE TAXES DETACH HERE AND RETURN THIS PORTION WITH YOUR PAYMENT

Make checks payable to:

Scott Lunsford, CFC **Escambia County Tax Collector**

P.O. BOX 1312 PENSACOLA, FL 32591

Pay online at EscambiaTaxCollector.com

PRIOR YEAR(S) TAXES OUTSTANDING

Payments in U.S. funds from a U.S. bank

06-4034-000 PROPERTY ADDRESS 1320 SHOEMAKER ST

PERRY-GAYLE THERESA 5671 INDIAN OAK RD CREWE, VA 23930

ACCOUNT NUMBER

PAY ONLY ON	E AMOUNT
AMOUNT IF PAID BY	Dec 31, 2023 2,149.10
AMOUNT IF PAID BY	Jan 31, 2024 2,171.26
AMOUNT IF PAID BY	Feb 29, 2024 2,193.41
AMOUNT IF PAID BY	Mar 31, 2024 2,215.57
AMOUNT IF PAID BY	
DO NOT FOLD CTAD	LE OD MILITILATE

DO NOT FOLD, STAPLE, OR MUTILATE

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 High Bid Tax Deed Sale

Cert # 002723 of 2021 Date 12/6/2023 Name DURK STANTON

Cash Summary

Cash Deposit	\$4,755.00
Total Check	\$91,053.20
Grand Total	\$95,808.20

Purchase Price (high bid amount)	\$95,100.00	Total Check \$91,053.20
+ adv recording deed	\$10.00	Adv Recording Deed \$10.00
+ adv doc. stamps deed	\$665.70	Adv Doc. Stamps \$665.70
+ Adv Recording For Mailing	\$18.50	
Opening Bid Amount	\$7,664.89	Postage \$21.63
		Researcher Copies \$0.00
- postage	\$21.63	
- Researcher Copies	\$0.00	
		Adv Recording Mail Cert \$18.50
- Homestead Exempt	\$0.00	
	awaka di akan ki wisike ingangganggangganggangganggangganggangga	Clerk's Prep Fee \$14.00
=Registry of Court	\$7,643.26	Registry of Court \$7,643.26
Purchase Price (high bid)	\$95,100.00	
-Registry of Court	\$7,643.26	Overbid Amount \$87,435.11
-advance recording (for mail certificate)	\$18.50	
-postage	\$21.63	
-Researcher Copies	\$0.00	
= Overbid Amount	\$87,435.11	
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PAM CHILDERS Clerk of the Circuit Court

By: UV 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

PAM CHILDERS

CLERK OF THE CIRCUIT COURT ARCHIVES AND RECORDS CHILDSUPPORT CIRCUIT CIVIL CIRCUIT CRIMINAL COUNTY CIVIL COUNTY CRIMINAL DOMESTIC RELATIONS FAMILY LAW JURY ASSEMBLY JUVENILE MENTAL HEALTH MIS OPERATIONAL SERVICES **PROBATE** TRAFFIC



COUNTY OF ESCAMBIA OFFICE OF THE CLERK OF THE CIRCUIT COURT

BRANCH OFFICES ARCHIVES AND RECORDS JUVENILE DIVISION CENTURY

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

Case # 2021 TD 002723 Sold Date 12/6/2023

Name DURK STANTON

RegistryOfCourtT = TAXDEED	\$7,643.26
overbidamount = TAXDEED	\$87,435.11
PostageT = TD2	\$21.63
Researcher Copies = TD6	\$0.00
prepFee = TD4	\$14.00
advdocstampsdeed = TAXDEED	\$665.70
advancerecording = TAXDEED	\$18.50
AdvRecordingDeedT = TAXDEED	\$10.00

Date	Docket	Desc	VIEW IMAGES
6/1/2021	0101	CASE FILED 06/01/2021 CASE NUMBER 2021 TD 002723	
5/10/2023	TD83	TAX COLLECTOR CERTIFICATION	
5/10/2023	TD84	PA INFO	
5/11/2023	RECEIPT	PAYMENT \$456.00 RECEIPT #2023036386	
5/12/2023	TD84	TDA NOTICE	
9/20/2023	TD82	PROPERTY INFORMATION REPORT	
10/20/2023	TD81	CERTIFICATE OF MAILING	
11/13/2023	TD84	SHERIFF'S RETURN OF SERVICE	
11/21/2023	TD84	CERT MAIL TRACKING AND RETURNED MAIL	
12/4/2023	TD84	PROOF OF PUBLICATION	
12/4/2023	TD84	2023 TAXES	

FEES

EffectiveDate	FeeCode	FeeDesc	TotalFee	AmountPaid	WaivedAmount	AmountOutstanding
5/10/2023 10:28:08 AM	RECORD2	RECORD FEE FIRST PAGE	10.00	10.00	0.00	0.00
5/10/2023 10:28:10 AM	TAXDEED	TAX DEED CERTIFICATES	320.00	320.00	0.00	0.00
5/10/2023 10:28:07 AM	TD4	PREPARE ANY INSTRUMENT	7.00	7.00	0.00	0.00
5/10/2023 10:28:10 AM	TD7	ONLINE AUCTION FEE	59.00	59.00	0.00	0.00

5/10/2023 10:29:1 AM	6 TD10	TAX DEED APPLICATION		60.00	0	60.00		0.00			0.00			
			Total	456.0	00	456.00		0.00					0.00	
RECEIPTS										======================================		10		
ReceiptDate	ReceiptDate ReceiptNumber Receive			ceived	d_from payment		amt	appli	ed_a	mt	refunde	d_amt		
5/11/2023 10:03:35 AM	2023036	386		NCIAL SE OCEAN B	SERVICES INC AND N BANK			456.00		45	456.00		0.00	
			Total				456.00			45	456.00		0.00	
REGISTRY	Y										***************************************			
CashierDate T		e Tr	ansactior	ıID	Transact			ctionName			lamo	e /	Amount	Status
5/11/2023 10:03: AM	11/2023 10:03:35 Deposit 101791558 MIKON FINANCIAL SE		ERVICES INC AND OCEAN BANK			EAN			320.00	Deposit				
	Check (outgoir	1	101848163		BALLINGER PUBLISHING			ſ	O BOX 12665	(200.00			
Deposited					Used					Balance				

320.00

200.00

120.00

74232

Durk Stanton

\$95,100.00

Deposit \$4,755.00

Doc stamps for tax deed auctions are due in conjunction with the final payment due at 11:00 AM CT on the following business day after the sale. (1) Name On Title Bidder Winning Deposit Auction Clerk Case ID Edit Name on Title .00 - \$865.70 \$91,053.20 02723 FL Tax Deeds, LLC 111 W. Washington 12/06/2023 2021 TD 00272 332S3 \$44,160.20 02527 **Custom Fields** .00 \$322.70 [2] 12/06/2023 2021 TD 00252 172S3 Name on Title 01736 .00 \$95.90 \$13,153,40 12/06/2023 2021 TD 00173 04253 Case Number: 2021 TD 002723 00 \$441.70 \$60,429.20 01600 431 Beverly Parkw 12/06/2023 2021 TD 00160 461S3 Result Date: 12/06/2023 \$14,684.60 08055 Covewood Estates 9911 Pandion Trail 12/06/2023 2018 TD 00805 000S0i Title Information: FL Tax Deeds, LLC Name: Address1: 111 W. Washington Street Address2: Suite 1270 Chicago City: State: 60602 Zip:

Cancel

Update



Clerk of the Circuit Court and Comptroller, Escambia County

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

NOTICE OF SURPLUS FUNDS FROM TAX DEED SALE CLERK OF THE CIRCUIT COURT

HUONG THI NGUYEN 1320 SEITZ DR PENSACOLA, FL 32526

Tax Deed File # 1223-23 Certificate # 02723 of 2021 Account # 064034000

Property legal description:

LTS 5 6 BLK 269 NORTH MULWORTH PB 1 P 51 OR 8105 P 1028 CA 137

Pursuant to Chapter 197, F.S., the above property was sold at public sale on **December 6, 2023**, and a surplus of \$86,084.45 (subject to change) will be held by this office for 120 days beginning on the date of this notice to benefit the persons having an interest in this property as described in section 197.502(4), Florida Statutes, as their interests may appear (except for those persons described in section 197.502(4)(h), Florida Statutes). To the extent possible, these funds will be used to satisfy any government lienholder of record before any claimant with a senior mortgage on the property and before distribution of any funds to any junior mortgage or lien claimant or to the former property owner. To be considered for payment of any portion of the surplus funds, you must file a notarized statement of claim with this office within 120 days of this notice.

If you are a lienholder, your claim must include the particulars of your lien and the amounts currently due.

THE FAILURE OF A LIENHOLDER TO FILE A CLAIM FOR SURPLUS FUNDS WITHIN 120 DAYS OF THIS NOTICE CONSTITUTES A WAIVER OF THE LIENHOLDER'S INTEREST IN THE SURPLUS FUNDS AND ALL CLAIMS THERETO ARE FOREVER BARRED.

If your claim has been satisfied, released, or you are waiving your claim, please check the "No claim will be filed" box on the enclosed claim form and return it to our office so that any other liens can be considered.

Dated this 13th day of December 2023.



ESCAMBIA COUNTY CLERK OF COURT

By: Deputy Clerk

Tax Deeds • 221 Palafox Place • Suite 110 • Pensacola, FL 32502 • (850) 595-3793



Clerk of the Circuit Court and Comptroller, Escambia County

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

NOTICE OF SURPLUS FUNDS FROM TAX DEED SALE CLERK OF THE CIRCUIT COURT

THERESA PERRY-GAYLE 1320 SHOEMAKER ST PENSACOLA, FL 32505

Tax Deed File # 1223-23 Certificate # 02723 of 2021 Account # 064034000

Property legal description:

LTS 5 6 BLK 269 NORTH MULWORTH PB 1 P 51 OR 8105 P 1028 CA 137

Pursuant to Chapter 197, F.S., the above property was sold at public sale on **December 6, 2023**, and a surplus of \$86,084.45 (subject to change) will be held by this office for 120 days beginning on the date of this notice to benefit the persons having an interest in this property as described in section 197.502(4), Florida Statutes, as their interests may appear (except for those persons described in section 197.502(4)(h), Florida Statutes). To the extent possible, these funds will be used to satisfy any government lienholder of record before any claimant with a senior mortgage on the property and before distribution of any funds to any junior mortgage or lien claimant or to the former property owner. To be considered for payment of any portion of the surplus funds, you must file a notarized statement of claim with this office within 120 days of this notice.

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Dated this 13th day of December 2023.

ESCAMBIA COUNTY CLERK QF COURT

Deputy Clerk

Tax Deeds • 221 Palafox Place • Suite 110 • Pensacola, FL 32502 • (850) 595-3793



Clerk of the Circuit Court and Comptroller, Escambia County

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

NOTICE OF SURPLUS FUNDS FROM TAX DEED SALE CLERK OF THE CIRCUIT COURT

THERESA PERRY-GAYLE 5671 INDIAN OAK RD CREWE, VA 23930

Tax Deed File # 1223-23 Certificate # 02723 of 2021 Account # 064034000

Property legal description:

LTS 5 6 BLK 269 NORTH MULWORTH PB 1 P 51 OR 8105 P 1028 CA 137

Pursuant to Chapter 197, F.S., the above property was sold at public sale on **December 6, 2023**, and a surplus of **\$86,084.45** (subject to change) will be held by this office for 120 days beginning on the date of this notice to benefit the persons having an interest in this property as described in section 197.502(4), Florida Statutes, as their interests may appear (except for those persons described in section 197.502(4)(h), Florida Statutes). To the extent possible, these funds will be used to satisfy any government lienholder of record before any claimant with a senior mortgage on the property and before distribution of any funds to any junior mortgage or lien claimant or to the former property owner. To be considered for payment of any portion of the surplus funds, you must file a notarized statement of claim with this office within 120 days of this notice.

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If your claim has been satisfied, released, or you are waiving your claim, please check the "No claim will be filed" box on the enclosed claim form and return it to our office so that any other liens can be considered.

Dated this 13th day of December 2023.

(FAR)

ESCAMBIA COUNTY ELERICOF COURT

Deputy Clerk

Tax Deeds • 221 Palafox Place • Suite 110 • Pensacola, FL 32502 • (850) 595-3793

		11 T		asti Section		
Tax Cert	2021 TD	M	77723			
Property Owner						
Property Owner	Theresa Yer	7	1 - (Kyle			
Property Address	1320 Shoem	al.	er St 32505			
SOLD TO:						
Durk Stanton \$ 95	510000			:		
WILL STEPHEN 44 1	3,100,00		Amt Available to Disbur	se \$		
Disbursed to/for:	Amount:		Check #	Balance		
Recording Fees (from TXD receipt)	\$ 694.20 /			\$		
Clerk Registry Fee (fee due clerk tab)	\$ 1.329.03 1		Key Fee in BM as OR860	\$		
Tax Collector Fee (from redeem screen)	\$ 6.25 //			\$		
Certificate holder/taxes & app fees	\$5,487,91			\$		
Refund High Bidder unused sheriff fees	\$ 80.00			\$		
Additional taxes	\$ 2,149.10			\$ 86,106.08		
Postage final notices	\$ 21.63			\$ 84,084.45		
Global Discoveries LTD	\$ 80,084.45		900036983	\$ 0		
C/O throng Thi Nguyer				\$		
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BALANCE IN TAX DEEDS SHOULD MA		I HM	ARKIIIIIIIIIII			
DALANGE IN TAX DEEDS STIGGED INIT		İ				
Post sale process:		1	Lien Information:			
Tax Deed Results Report to Tax Collecto	r:	$oldsymbol{ abla}$	-			
Print Deed/Send to Admin for signature		2				
Request check for recording fees/doc sta	•	4		Due \$		
Request check for Clerk Registry fee/fee		<u></u>	·	Paid \$		
Request check for Tax Collector fee (\$6.2		~		Due \$		
Request check for certificate holder refun		K		Paid \$ Due \$		
Request check for any unused sheriff fee Determine government lien payoffs/reque		×		Paid \$		
Print Final notices to lienholders/owners	ial Gilbona	6		Due \$		
Request check for postage fees for final r	notices	1		Paid \$		
Record Tax Deed/Certificate of Mailing		1		Due \$		
Conv of Deed for file and to Tax Collector		Z		Paid \$		
Notes: Final notices mais 120 days = 4/18	red 12/13/23			Due \$ Paid \$		
Notes: 1-11 10-1	103			Paid \$ Due \$		
190 days = 4/16	7103			Paid \$		
				Due \$		
				Paid \$		
				Due \$		
				Paid \$		

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2023097949 12/13/2023 12:15 PM
OFF REC BK: 9079 PG: 1335 Doc Type: COM
Recording \$18.50

STATE OF FLORIDA COUNTY OF ESCAMBIA

CERTIFICATE OF NOTICE OF MAILING NOTICE OF APPLICATION FOR TAX DEED

CERTIFICATE # 02723 of 2021

I, PAM CHILDERS, CLERK OF THE CIRCUIT COURT OF ESCAMBIA COUNTY, FLORIDA, do hereby certify that I did on October 19, 2023, mail a copy of the foregoing Notice of Application for Tax Deed, addressed to:

THERESA PERRY-GAYLE
5671 INDIAN OAK RD
CREWE, VA 23930

THERESA PERRY-GAYLE
1320 SHOEMAKER ST
PENSACOLA, FL 32505

HUONG THI NGUYEN 1320 SEITZ DR PENSACOLA, FL 32526

WITNESS my official seal this 19th day of October 2023.

COMPTROL TO SALES OF THE SALES

PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

By: Emily Hogg Deputy Clerk

SUMMATION WEEKLY

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

NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN. That MIKON FINANCIAL SERVICES INC AND OCEAN BANK holder of Tax Certificate No. 02723, issued the 1st day of June, A.D., 2021 has fitted same in my office and has made application for a tax deed to be issued thereon. Said certificate embraces the following described property in the County of Escambia. State of Florida, to wit:

LTS 5 6 BLK 269 NORTH MULWORTH PB 1 P.51 OR 8105 P 1028 CA 137

SECTION 33, TOWNSHIP 2 S, RANGE 30 W TAX ACCOUNT NUMBER 054034000 (1223-23)

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

THERESA PERRY GAYLE

Unless said certificate shall be redeemed according to law, the property described therein with be sold to the highest bidder at public auction at 9:00 A.M. on the first Wednesday in the month of December, which is the 6th day of December 2002.

Dated this 19th day of October 2023.

In accordance with the AMERICANS WITH DISABILITIES ACT, if you are a person with a disability who needs special accommodation in order to perticipate in this proceeding you are entitled to the provision of certain assistance. Please certaid Emily Högg not later than seven days prior to the proceeding at Escambla County Government Complex, 221 Peterox Place, Sie 110, Perisaccia FL 32502, Telephone: 850-595-3783.

PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

By: Emily Hogg Deputy Clark

4WR11/1-11/22TD

Before the undersigned authority personally appeared Malcolm Ballinger who under oath says that he is the Legal Administrator and Publisher of The Summation Weekly Newspaper published at Pensacola in Escambia & Santa Rosa County, Florida; that the attached copy of the advertisement, being a notice in the matter of 2021-TD-02723 in the Escambia County Court was published in said newspaper in and was printed and released on November 1, 2023; November 8, 2023; November 15, 2023; and November 22, 2023.

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

MALCOLM BALLINGER, PUBLISHER FOR THE SUMMATION WEEKLY

STATE OF FLORIDA COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 22 day of November, 2023, by MALCOLM BALLINGER, who is personally known to me.

, NOTARY PUBLIC

Brooklyn Falth Ceales
Notary Public
State of Fronds
Comm# HH058675
Expires 10/14/2024

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2023097950 12/13/2023 12:15 PM
OFF REC BK: 9079 PG: 1337 Doc Type: TXD
Recording \$10.00 Deed Stamps \$665.70

Tax deed file number 1223-23

Parcel ID number 332S303301005269

TAX DEED

Escambia County, Florida

for official use only

Tax Certificate numbered 02723 issued on June 1, 2021 was filed in the office of the tax collector of Escambia County, Florida. An application has been made for the issuance of a tax deed. The applicant has paid or redeemed all other taxes or tax certificates on the land as required by law. The notice of sale, including the cost and expenses of this sale, has been published as required by law. No person entitled to do so has appeared to redeem the land. On the 6th day of December 2023, the land was offered for sale. It was sold to FL Tax Deeds, LLC, 111 W. Washington Street Suite 1270 Chicago IL 60602, who was the highest bidder and has paid the sum of the bid as required by law.

The lands described below, including any inherited property, buildings, fixtures, and improvements of any kind and description, situated in this County and State.

Description of lands: LTS 5 6 BLK 269 NORTH MULWORTH PB 1 P 51 OR 8105 P 1028 CA 137 SECTION 33, TOWNSHIP 2 S, RANGE 30 W

** Property previously assessed to: THERESA PERRY-GAYLE

On 6th day of December 2023, in Escambia County, Florida, for the sum of (\$95,100.00) NINETY FIVE THOUSAND ONE HUNDRED AND 00/100 Dollars, the amount paid as required by law.

Pam Childers,

Clerk of Court and Comptroller Escambia County, Florida STATE OF THE PARTY
Witness my hand and office seal date aforesaid

itness

Co Expir Notary

Emily Hogg Comm.: HH 373864 Expires: March 15, 2027 Notary Public - State of Florida

THE RECOVERY AGENTS, LLC

2401 E Atlantic Blvd. Ste. 400 Pompano Beach, FL 33062

TELEPHONE: 954.406.0297

EMAIL: paralegal@therecoveryagents.com

COVER	LETTER
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ESCAMBIA COUNTY, FL

December 21, 2023

Escambia County Clerk of Court

ATTN: TAX DEEDS 221 Palafox Pl Ste. 110 Pensacola, FL 32502

BY: US CERTIFIED AND REGULAR MAIL

RE: <u>Tax Deed File No: 2021 TD 002723</u>; <u>Date of Sale 12/6/2023</u>

Surplus Claim of Titleholder, Theresa Perry- Gayle through his Assignee, The Recovery Agents, LLC

Dear Tax Deed Clerk,

Please find enclosed the following documents related to a Claim for Surplus funds for Tax Deed File: 2021 TD 002723, Date of Sale 12/6/2023 related to real property with Parcel ID No.: 33-2S-30-3301-005-269

- 1. Claim To Surplus Proceeds of a Tax Deed Sale,
- 2. Agreement and Assignment of Tax Deed Surplus Rights where he/she also assigns his rights to The Recovery Agents, LLC.

Please pay surplus to The Recovery Agents, LLC via check to 2401 E Atlantic Blvd Ste. 400, Pompano Beach, FL 33062.

If you require anything from my office to process this claim, please contact our office immediately at (954) 213-6625. At the end of the claim period please make the requested surplus funds payable to The Recovery Agents, LLC and mail to the address on file, 2401 E Atlantic Blvd. Ste. 400, Pompano Beach, FL 33062.

THE RECOVERY AGENTS, LLC

2401 E Atlantic Blvd. Ste. 400 Pompano Beach, FL 33062

Thank You.

Sincerely, The Recovery Agents, LLC

CLAIM TO SURPLUS PROCEEDS OF A TAX DEED SALE

***Claims must be filed within 120 days of the date of the surplus notice or they are barred.

	ete and return to: <u>Escamb</u> afox Place, Ste 110, Pens	ia Clerk of the Circuit Court, Tax Deed Division, sacola, Florida 32502							
Propert	y Address: 1320 Shoemake	23 Certificate # 02723 of 2023 Sale Date: 12/6/2023 r St, Pensacola, FL, 32505							
Claima	F he Clerk of the Court : nt's Name: t Name, if Applicable:	must pay all valid liens before distributing surplus Theresa Perry-Gayle through her assignee The Recovery Agents c/o Paralegal Team of The Recovery Agents LLC	funds to a titleholder.						
	Address: 2401 East Atlantic Blvd., Ste. 400, Pompano Beach, FL 33062								
	Talankana Numbar: 954-213-6625								
	Address:	paralegal@therecoveryagents.com	386 386 37E						
Linux 2	I am a (check one):		PAM CHILDERS CLEFIK & COMPTROLLE 2023 DEC 28 A 11: 1 ESCAMBIA COUNTY, FL						
Select (ONE:		CH CON FILE 28						
\square		s resulting from the above tax deed sale.							
ñ		im and waive any claim I might have to the surplus							
.	funds on this tax deed sa								
1	LIENHOLDER INFOR	MATION (Complete if claim is based on a lien again	ist the sold property.)						
1.	Type of Lien:	☐ Mortgage; ☐ Court Judgment; ☐ Condo/HSA lien;	see and property.)						
	- -	ment lien; Other							
	Describe office.	:Book #:Page #:							
	Recording Date	Amount Dua:							
	Lien Amount:	Amount Due: Book #: Page #: Amount Due:							
	Recording Date	Amount Duo.							
	Lien Amount:	Amount Due:							
	**Include additional she	eet if needed: \square							
2.	TITLEHOLDER INFO	RMATION (Complete if claim is based on title forme	erly held on sold property.)						
2.		☑ Deed; ☐ Court Judgment; ☐ Other, explain bel							
	Recording Date	: 05/23/2019 Book #: 8105 Page #: 1028							
		olus tax deed sale proceeds claimed: \$87,421.11	-						
		older claim the subject property was homestead prope	rty: No						
3.	The Recovery Agents LLC F	y surplus funds due me be payable to and mailed to: BO: Theresa Perry-Gayle 2401 E Atlantic Blvd STE 400 Pompan							
4.	I hereby swear or affin	rm that all of the above information is true and co							
		MUD DAME DULLE	CONNIE WILLIAMS REESE Notary Public						
	ure of Claimant:	- Dily	Commonwealth of Virginia						
Print: _	theresa Yerry	1- Gayle	Registration No. 154777 y Commission Expires Jun 30, 2025						
STATI	e of Virainia								
	TY OF Nattous ar	1	9023						
		worn to or affirmed and signed before me this 6	day of Arember, by						
	esa tern Gayle	, who is personally know to me or has produ							
	krs hicense	identification and who did take an oath.							
Notary		Commission Expires:	6 30/2025						
•									

CLAIM TO SURPLUS PROCEEDS OF A TAX DEED SALE

***Claims must be filed within 120 days of the date of the surplus notice or they are barred.

Complete and return to: Escambia Clerk of the Circuit Court, Tax Deed Division, 221 Palafox Place, Ste 110, Pensacola, Florida 32502 Tax Deed Account # 2021 TD 002723 Certificate # 02723 of 20 23 Sale Date: 12/6/2023 Property Address: 1320 Shoemaker St, Pensacola, FL, 32505 Note: The Clerk of the Court must pay all valid liens before distributing surplus funds to a titleholder. Claimant's Name: The Recovery Agents LLC as assignee of Theresa Perry-Gayle ESCAMBIA COUNTY, FI Contact Name, if Applicable: C/O Paralegal Team of The Recovery Agents LLC Address: 2401 East Atlantic Blvd., Ste. 400, Pompano Beach, FL 33062 Telephone Number: 954-213-6625 Email Address: Paralegal@therecoveryagents.com I am a (check one): □Lienholder ☐ Other Select ONE: X I claim surplus proceeds resulting from the above tax deed sale. I am NOT making a claim and waive any claim I might have to the surplus funds on this tax deed sale. 1. <u>LIENHOLDER INFORMATION</u> (Complete if claim is based on a lien against the sold property.) Type of Lien: ☐ Mortgage; ☐ Court Judgment; ☐ Condo/HSA lien: ☐ Government lien: ☐ Other Describe other: Recording Date: Book #: Page #:____ Lien Amount: Amount Due: Recording Date: _____ Book #: ____ Page #: ____ Lien Amount: Amount Due: **Include additional sheet if needed: 2. <u>TITLEHOLDER INFORMATION</u> (Complete if claim is based on title formerly held on sold property.) Nature of Title:
☐ Deed; ☐ Court Judgment; ☐ Other, explain below Recording Date: 05/23/2019 Book #: 8105 Page #: 1028 Amount of surplus tax deed sale proceeds claimed: \$ 87.421.11 Does the titleholder claim the subject property was homestead property: NO 3. I request payment of any surplus funds due me be payable to and mailed to: The Recovery Agents LLC: 2401 East Atlantic Blyd., Ste. 400, Pompano Beach, FL 33062 4. I hereby swear or affirm that all of the above information is true and correct. Signature of Claimant: ecovery Agents LLC Print: Jacob Babins, President, The STATE OF **Florida** COUNTY OF <u>Broward</u>.

The foregoing instrument was sworn to or affirmed and signed before me this <u>QZ</u> day of <u>December</u>, by

who is personally know to me or has produced Evans Commission Expires: 5/17/2027 laissa Notary Public

Notary Public State of Florida Raissa S Evans My Commission HH 399493 Expires 5/17/2027



The Recovery Agents, LLC 2401 E Atlantic Blvd Ste. 400 Pompano Beach, FL 33062 www.therecoveryagents.com

AGREEMENT AND ASSIGNMENT OF TAX DEED SURPLUS RIGHTS

THIS AGREEMENT ("Agreement") is entered into by and between _	Theresa Perry-Gayle
("Assignor") and The Recovery Agents, LLC, a Florida limited liability com	pany ("Assignee") with
a principal place of business at 2401 E Atlantic Blvd Ste. 400, Pompano Bead	ch, FL 33062.

necit	ATC.	
RECIT	ALS:	
WHEREAS, Assignor is a legal titleholder o heir at law of such a titleholder of that certain real		or a beneficiary or
1320 Shoemaker St, Pensacola, FL, 32505	, situate in_Escambia	
Florida and bearing parcel identification number 3	3-2S-30-3301-005-269 (th	ie "Property"); and
WHEREAS , the Property is the subject of a f Florida, bearing Case No. 2021 TD 002723		County, on"); and
WHEREAS, Assignor wants to hire Assigned and other monies due to which Assignor may be en in the Tax Foreclosure Action ("Surplus"); and		
WHEREAS, the Property was sold at foreclo	osure auction on 12/6/2023	•
NOW, THEREFORE in consideration of t contained, and for other good and valuable consideration of the contained, and for other good and valuable consideration of the contained and the contained and the contained are contained as a contained and the contained are contained as a	leration, the receipt and suffi	

- 1. The parties represent and warrant that the Recitals set forth above are true and correct in all material respects. The defined terms in the Recitals set forth above are hereby incorporated into this Agreement by reference.
- 2. Assignor hereby fully assigns, sells, transfers, and conveys to Assignee the exclusive right to obtain, claim, and recover any and all Surplus, subject to the provisions herein. Assignor acknowledges that this assignment is a permanent, exclusive and irrevocable transfer of all of Assignor's interest in the Surplus to Assignee. This assignment cannot be cancelled or otherwise rescinded without the express written approval of Assignee, if Assignee in its sole discretion so elects.
- 3. Assignor acknowledges that Assignee and its agents are not attorneys and cannot, have not, and are not expected to provide Assignor with legal advice. Assignor fully grants and assigns to Assignee full authority and sole discretion to decide whether an attorney is needed to assist it in obtaining a successful outcome in the surplus claims process, and, if so, which attorney to select. Assignor further authorizes any such attorney selected by Assignee to file in Assignor's name with the Court, the Clerk of Court and any other relevant entity any and all necessary documents in furtherance of Assignee's efforts to claim and collect the Surplus pursuant to this Agreement. Assignor further expressly approves Assignee's advancement of any and all attorneys' fees and costs that Assignee, in its sole discretion, deems necessary in its efforts to successfully claim the Surplus.
- 4. The parties agree that the Surplus recovered by Assignee in the Foreclosure Action shall be paid directly to Assignee and delivered to its usual place of business or, if Assignee so elects, paid directly to Assignee's attorney and delivered to said attorney's usual place of business. Assignor specifically and fully authorizes Assignee and its attorney to disburse the Surplus as per by the terms of this Agreement.

- 5. Assignor hereby authorizes Assignee to sign the name of the Assignor to any check, draft, promissory note, or other instrument in writing which is payable to the order of the Assignor, or to sign the name of the Assignor to any instrument in writing, whenever it shall be necessary to do so, to carry out the purpose of this Agreement.
- 6. The parties agree that Assignee is entitled to deduct Twelve percent (12%) from the Surplus recovered. The percentage earned by Assignee is in consideration of services to Assignor which includes, but is not limited to, locating, notifying, and processing paperwork in support of the surplus claim. Assignor agrees the percentage retained by Assignee is fair and reasonable.
- 7. All attorneys fees will be paid by the Assignee, The Recovery Agents, LLC. The assignor will not be responsible for any attorneys fees incurred by the Assignee, The Recovery Agents, LLC.
- 8. This Agreement begins on the date Assignor executes this Agreement and will continue until such time as Assignee has successfully collected all of the Surplus or Assignee otherwise completed its performance under this Agreement (as determined solely by Assignee), at which time the term of this Agreement shall conclude. The parties expressly acknowledge that this Agreement survives any and all orders vacating or voiding existing sales and resetting sale dates.
- 9. Assignor acknowledges and agrees that Assignee made the following disclosures to Assignor:
 - a) The assessed value of the property is 111,378.00
 - b) The assessed value may be lower than the actual value of the property.
 - c) The amount of any debt encumbering the property is approximately \$7,678.89
 - d) The amount of any equity in the property is approximately 87,421.11
 - e) The foreclosure sale price is 95,100.00
 - f) The amount of the surplus is 87,421.11
- 10. Assignor acknowledges and understands that:
 - a) Assignor does not need an attorney or other representative to recover the Surplus.
 - b) Assignor has the right to consult with an independent attorney of Assignor's choice before executing this Agreement.
- 11. Assignor understands that Assignee cannot guarantee that it will obtain the Surplus, as other parties may have a superior claim to the Surplus. In the event, Assignee is unable to obtain the Surplus, Assignor will pay nothing to Assignee.
- 12. Assignor represents and warrants that Assignor has not assigned the right to obtain the Surplus to any other party. Assignor agrees not to enter into any other agreements or to assign the Surplus to any other party. Assignor acknowledges and agrees that a breach of this provision would be a material breach of this Agreement.
- 13. Assignor acknowledges and agrees that Assignor must cooperate with Assignor's recovery efforts. Assignor understands that obtaining the Surplus is a time sensitive matter, as the Assignment must be filed with the court on or before 60 days after the filing of the certificate of disbursements. Assignor agrees to provide Assignee with all relevant information required to timely file the Assignment with the court.
- 14. It is expressly agreed that liquidated damages payable under this Agreement do not constitute a penalty and that the parties, having negotiated in good faith for such specific Liquidated Damages and having agreed that the amount of such liquidated damages is reasonable in light of the anticipated harm caused by the breach related thereto and the difficulties of proof of loss and

- inconvenience or nonfeasibility of obtaining any adequate remedy, are estopped from contesting the validity or enforceability of such liquidated damages.
- 15. The parties agree this Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The parties agree that the exclusive jurisdiction for any lawsuit related to or arising under this Agreement shall be in the state court sitting in Broward County, Florida. The parties waive any objection to jurisdiction and venue either party may otherwise have for any such lawsuit. The parties hereby waive the right to a jury trial concerning any disputes that may arise concerning this Agreement.
- 16. If either party brings an action to enforce their rights under this contract, the prevailing party shall recover its expenses (including reasonable attorneys' fees) incurred in said action, including any appeals. This provision survives the termination of this Agreement.
- 17. In the event that there is a dispute regarding this Agreement between Assignee and Assignor or between Assignee and another party to whom Assignor may have assigned Surplus, Assignor agrees that 100% of the Surplus at issue shall be held in escrow by the Court Registry or Assignee's attorney, as appropriate under the circumstances until such time as said dispute is resolved, including separate enforcement actions and appeals.
- 18. Assignor hereby acknowledges and agrees that Assignor may sign this Agreement electronically for convenience or efficiency, and therefore agrees that Assignor's signature in DocuSign, HelloSign or other electronic digital form carries the same legal weight and effect of Assignor's physical signature and Assignor waives the right to challenge same.
- 19. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 20. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto execute this Agreement. READ, UNDERSTOOD, ACKNOWLEDGED and AGREED: ASSIGNOR: ASSIGNEE: THE RECOVERY AGENTS, LLC **Tacob** Babins Name: Jacob Babins Name: Theresa Perty-Gayle Title: President Date: County of Nottowa Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 6 _day of] 2023 by Theresa who I is personally known to me or who I iconScas identification CONNIE WILLIAMS REESE produced a Drivers Notary Public Commonwealth of Virginia Registration No. 154777 My Commission Expires Jun 30, 2025 SEAL



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

Detail by Entity Name

Florida Limited Liability Company THE RECOVERY AGENTS, LLC

Filing Information

Document Number

L21000062440

FEI/EIN Number

86-3175980

Date Filed

02/04/2021

Effective Date

02/01/2021

State

FL

Status

ACTIVE

Last Event

LC STMNT OF RA/RO CHG

Event Date Filed

09/14/2021

Event Effective Date

NONE

Principal Address

2401 E ATLANTIC BLVD

STE 400

POMPANO BEACH, FL 33062

Changed: 01/19/2022

Mailing Address

2401 E ATLANTIC BLVD

STE 400

POMPANO BEACH, FL 33062

Changed: 01/19/2022

Registered Agent Name & Address

REGISTERED AGENTS INC.

7901 4TH ST N

STE 300

ST. PETERSBURG, FL 33702

Name Changed: 09/14/2021

Address Changed: 09/14/2021

Authorized Person(s) Detail

Name & Address

Title MGR

BABINS, JACOB W 2401 E Atlantic Blvd Ste. 400 Pompano Beach, FL 33062

Annual Reports

Report Year **Filed Date** 02/10/2022

2022

Document Images

02/10/2022 -- ANNUAL REPORT View image in PDF format

09/14/2021 - CORLCRACHG

View image in PDF format

02/04/2021 - Florida Limited Liability

View image in PDF format

Florida Department of State, Division of Corporations

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

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US POSTAGE & FEES PAID 1 LB PRIORITY MAIL RATE ZONE 4 NO SURCHARGE

062S0014950558 17331820 FROM 33062

> stamps endicia 12/22/2023

USPS PRIORITY MAIL

THE RECOVERY AGENTS 2401 E ATLANTIC BLVD STE 400

POMPANO BEACH FL 33062-5243

0003

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SHIP TO:

ESCAMBIA COUNTY CLERK OF COURT

Tax Deed

221 PALAFOX PL STE 110 PENSACOLA FL 32502-5833

USPS TRACKING #



9405 5112 0620 4412 4368 78

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



9171 9690 0935 0127 1780 30



HUONG THI NGUYEN 1320 SEITZ DR PENSACOLA, FL 32526

Tax Deed File # 1223-23 Certificate # 02723 of 2021 Account # 064034000





Ph: 209-593-3900 or 800-370-0372 | Fx: 209-549-9299 | Info@gd-ltd.com

1120 13th Street, Suite A | Modesto, CA 95354

CLAIM SUMMARY

Date:

February 26, 2024

To:

Escambia County Clerk

Assessors Parcel Number:

332S303301005269

Last Assessee:

PERRY-GAYLE THERESA

Sale Date:

12/6/2023

Tax Deed Sale #:

2021td002723

Deadline:

04/11/2024

Dear County Clerk:

1. Claimant(s): Jed Byerly, in participation with Huong Thi Nguyen

The following proof of claim(s) for excess proceeds and documents are attached:

- 1. Notice of Surplus
- 2. Mortgage and Security Agreement listing Huong Thi Nguyen, a single woman as the Lender as Instrumnet Number: 2019048250, recorded on 06/03/2019 in Escambia County, FL.
- 3. Loan Payments from the borrower Theresa Perry
- 4. Statement of Amount Due and Owing
- 5. Amount Due and Payable Calculation Worksheet
- 6. Sale and Assignment of Interest in Tax Deed Sale Excess Proceeds and Participation Agreement signed by Huong Thi Nguyen
- 7. Copy of Photo ID Huong Thi Nguyen
- 8. Claim to Surplus Proceeds of a Tax Deed Sale signed by Jed Byerly, in participation with Huong Thi Nguyen
- 9. Signed W9 for: Global Discoveries Ltd.
- 10. Copy of Business Card and Photo ID for: Jed Byerly

Upon approval, claimant(s) request that the Treasurer and Tax Collector issue its warrant(s) as follows:

 One warrant in the amount of \$86,084.45 or 100% of the excess proceeds made payable to Global Discoveries, Ltd. c/o Huong Thi Nguyen and mailed to P.O. Box 1748, Modesto, California 95353-1748.

Please address questions regarding the attached claim(s) to Jed Byerly, Managing Member, at (209) 593-3913, or e-mail to jed@gd-ltd.com.

Certified Tracking Number: 9589-0710-5270-0842-6616-19





Clerk of the Circuit Court and Comptroller, Escambia County

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

NOTICE OF SURPLUS FUNDS FROM TAX DEED SALE CLERK OF THE CIRCUIT COURT

HUONG THI NGUYEN 1320 SEITZ DR PENSACOLA, FL 32526

Tax Deed File # 1223-23 Certificate # 02723 of 2021 Account # 064034000

Property legal description:

LTS 5 6 BLK 269 NORTH MULWORTH PB 1 P 51 OR 8105 P 1028 CA 137

Pursuant to Chapter 197, F.S., the above property was sold at public sale on **December 6**, 2023, and a surplus of \$86,084.45 (subject to change) will be held by this office for 120 days beginning on the date of this notice to benefit the persons having an interest in this property as described in section 197.502(4), Florida Statutes, as their interests may appear (except for those persons described in section 197.502(4)(h), Florida Statutes). To the extent possible, these funds will be used to satisfy any government lienholder of record before any claimant with a senior mortgage on the property and before distribution of any funds to any junior mortgage or lien claimant or to the former property owner. To be considered for payment of any portion of the surplus funds, you must file a notarized statement of claim with this office within 120 days of this notice.

If you are a lienholder, your claim must include the particulars of your lien and the amounts currently due.

THE FAILURE OF A LIENHOLDER TO FILE A CLAIM FOR SURPLUS FUNDS WITHIN 120 DAYS OF THIS NOTICE CONSTITUTES A WAIVER OF THE LIENHOLDER'S INTEREST IN THE SURPLUS FUNDS AND ALL CLAIMS THERETO ARE FOREVER BARRED.

If your claim has been satisfied, released, or you are waiving your claim, please check the "No claim will be filed" box on the enclosed claim form and return it to our office so that any other liens can be considered.

Dated this 13th day of December 2023.



ESCAMBIA COUNTY CLERK OF COURT

Deputy Clerk

Tax Deeds • 221 Palafox Place • Suite 110 • Pensacola, FL 32502 • (850) 595-3793

Recorded in Public Records 6/3/2019 3:01 PM OR Book 8105 Page 1030, Instrument #2019048250, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording \$78.00 MTG Stamps \$386.40 Int. Tax \$220.80

> Prepared by & Return to: Aschor Title & Escrow 1331 Creighton Road, Suite D Penssools, FL 32504

MORTGAGE AND SECURITY AGREEMENT

Borrower: Theresa Perry - Gayle, a married woman 1320 Shoemaker Street Pensacola, FL 32505

Lender: Huong Thi Nguyen, a single woman 5460 Seitz Drive Pensacola, FL 32526

THIS MORTGAGE IS TO BE FILED IN THE PUBLIC RECORDS OF Escambia AND SHALL CONSTITUTE A FIXTURE FILING IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 679 OF THE FLORIDA STATUTES.

MORTGAGE NOTE (Fixed Rate) THIS IS A BALLOON MORTGAGE NOTE AND THE FINAL PAYMENT OR THE BALANCE DUE UPON MATURITY IS \$104,840.23 TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGE UNDER THE TERMS OF THE MORTGAGE

Known All Men By These Presents: That whereas Theresa Perry - Gayle, a married woman (whether one or more, hereinafter called the "Borrower"), have become justly indebted to Huong Thi Nguyen, a single woman, (together with its successors and assigns, hereinafter called "Lender"), in the sum of One hundred ten thousand four hundred NO/100 Dollars (\$110,400.00) together with interest thereon, as evidenced by a promissory note or notes of even date herewith. (If the maturity date of the note or notes is 30 years or longer, indicate the latest maturity date here: N/A).

This conveyance is intended to be and is a real property Mortgage and a "Security Agreement" governed by the laws of the State of Florida concerning mortgages and the Uniform Commercial Code as adopted in Florida, and is intended to secure the payment of the following (the "Secured Indebtedness"):

- A. The existing indebtedness represented by that certain promissory note of even date herewith for the sum of One hundred ten thousand four hundred and NO/100 DOLLARS (\$110,400.00) made by Borrower payable to the order of Lender (the "Note") with interest from date until paid at the rate therein specified, the said principal and interest payable in the manner and upon the terms, provisions and conditions set forth in the Note, together with any and all renewals, extensions, modifications, consolidations and extensions thereof;
- B. Such future or additional advances as may be made by Lender at the option of Lender to the Borrower; provided that, notwithstanding the foregoing, the total of all amounts secured hereby shall not exceed at any one time the sum of NONE and NO/100 DOLLARS (\$NONE);

'BK: 8105 PG: 1031

and provided further, that all such advances, notes, claims, demands or liabilities and obligations secured hereby by incurred or arise or come into existence either on or prior to the date of this Mortgage, or on or before 30 years after the date of this Mortgage or within such lesser period of time as may hereafter be provided by law as a prerequisite for the sufficiency of actual notice or record notice of such advances, notes, claims, demands or liabilities and obligations as against the rights of creditors or subsequent purchasers for a valuable consideration. The Borrower hereby waives, on behalf of himself/herself and his/her successors and assigns, the right to file for record a notice limiting the maximum principal amount which may be secured by this Mortgage as provided for in Florida Statute 697.04(1)(b).

NOW, THEREFORE, in consideration of the premises, and in order to secure the payment of said indebtedness and any renewals or extensions thereof and the interest thereon, and all other indebtedness (including future advances) now or hereafter owed by any of the above-named Borrowers to Lender, whether such indebtedness is primary or secondary, direct or indirect, contingent or absolute, matured or unmatured, joint or several, and otherwise secured or not, and to secure compliance with all the covenants and stipulations hereinafter contained, the undersigned (whether one or more, hereinafter called "Borrower") does hereby assign, grant, bargain, sell and convey unto Lender the following described real property situated in Escambia County, State of Florida, viz:

Lots 5 and 6, Block 269, NORTH MULWORTH, being a resubdivision of the Second Mulworth Subdivision, as recorded in Plat Book 1, Page 47, said North Mulworth being a subdivision of part of Lot 2, Brainerd and McIntyre Subdivision of the North 1/2 (Lots 1 and 2 Government Subdivision) of Section 33, Township 2 South, Range 30 West, Escambia County, Florida, plat of said North Mulworth recorded in Plat Book 1, Page 51.

together with all rents and other revenues thereof and all rights (including riparian rights), privileges, easements, tenements, interests, improvements and appurtenances thereunto belonging or in anywise appertaining, including any after-acquired title and easements and all rights, title and interest now or hereafter owned by Borrower in and to all buildings and improvements, storm and screen windows and doors, gas, steam, electric, solar and other heating, lighting, ventilating, air-conditioning, refrigerating and cooking apparatus, elevators, plumbing, sprinkling, smoke, fire, and intrusion detection devices, and other equipment and fixtures now or hereafter attached or appertaining to said premises, all of which shall be deemed to be real property and conveyed by this mortgage, and all of which real property, equipment and fixtures are sometimes hereinafter called the "mortgaged property."

To Have And To Hold the same and every part thereof unto Lender, its successors and assigns forever.

And for the consideration aforesaid, and as additional security for all of the indebtedness described above (including future advances), Borrower hereby assigns and transfers to Lender, and grants to Lender a security interest in, all building materials, household appliances, equipment, fixtures and fittings of every kind or character now owned or hereafter acquired by Borrower, or any of them, located, whether permanently or temporarily, on the mortgaged property, and all building materials, household appliances, equipment, fixtures and fittings now owned or hereafter acquired by Borrower, or any of them, located or stored on any other real

property, which are or shall be purchased by Borrower, or any of them, for the purpose, or with the intention of making improvements on the mortgaged property or to the premises located on said property. The personal property herein transferred includes without limitation, all lumber, bricks, building stones, building blocks, sand, cement, roofing materials, paint, doors, windows, storm doors, storm windows, nails, wires and wiring, hardware, plumbing and plumbing fixtures, heating and air conditioning equipment and appliances, electrical and gas equipment and appliances, pipes and piping, ornamental and decorative fixtures, and in general all building materials, equipment and appliances of every kind and character used or useful in connection with improvements to real property.

For the purpose of further securing the payment of said indebtedness Borrower warrants, covenants and agrees with Lender, its successors and assigns, as follows:

- 1. That they are lawfully seized in fee and possessed of the mortgaged property and have a good right to convey the same aforesaid, and they will warrant and forever defend the title against the lawful claims of all persons whomsoever, and that the mortgaged property is free and clear of all encumbrances, easements and restrictions not herein specifically mentioned.
- 2. That they will pay when due all taxes, assessments, or other liens or mortgages taking priority over this mortgage, and should default be made in the payment of the same, or any part thereof, Lender may pay the same (but Lender is not obligated to do so). If the mortgaged property or any part thereof is a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or covering the condominium or planned unit development, the bylaws and regulations of the condominium or planned unit development, and constituent documents. Should Borrower default in any of such obligations, Lender may perform Borrower's obligation (but Lender is not obligated to do so).
- 3. That they will keep the buildings on the mortgaged property continuously insured in such amounts, in such manner and with such companies as may be satisfactory to Lender against loss by fire (including so-called extended coverage), wind and such other hazards (including flood and water damage) as Lender may specify from time to time, with loss, if any, payable to Lender under a Lender's loss payable clause acceptable to Lender, and will deposit with Lender policies of such insurance or at Lender's election, certificates thereof, and will pay the premiums therefore as the same become due. Borrower shall have the right to provide such insurance through a policy or policies independently obtained and paid for by Borrower or through an existing policy, Lender may, for reasonable cause, refuse to accept any policy of insurance obtained by Borrower. Borrower shall give immediate notice in writing to Lender of any loss or damage to the mortgaged property from any cause whatever. If Borrower fails to keep said property insured as above specified, Lender may insure said property (but Lender is not obligated to do so) for its insurable value against loss by fire, wind and other hazards for the benefit of Borrower and Lender or for the benefit of Lender alone, at Lender's election. The proceeds of such insurance shall be paid by the insurer to Lender, which is hereby granted full power to settle and compromise claims under all policies, to endorse in the name of Borrower any check or draft representing the proceeds of any such insurance, and to demand, receive and give receipt for all sums becoming due thereunder. Said insurance proceeds, if collected, may be

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credited on the indebtedness secured by this mortgage, less cost of collection, or may be used in repairing or reconstructing the premises on the mortgaged property, at Lender's election. Any application of the insurance proceeds to repairing or reconstructing the premises on the mortgaged property shall not extend or postpone the due date of any installment payments of the indebtedness hereby secured or reduce the amount of such installments.

- That commencing upon written request by Lender and continuing until the indebtedness secured hereby is paid in full, Borrower will pay to Lender concurrently with, and on the due dates of, payments on the indebtedness hereby secured a sum equal to the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus water rents, fire district charges, taxes and assessments next due on the mortgaged property (all as estimated by Lender), less any sums already paid to Lender therefore, divided by the number of months or other payment periods to elapse before one month or payment period prior to the date when such ground rents, premiums, water rents, fire district charges, taxes and assessments will become due, such sums to be held by Lender in trust, to pay said ground rents, premiums, water rents, fire district charges, taxes and assessments. All payments mentioned in the preceding sentence and the payments to be made on the indebtedness secured hereby shall be added together and the aggregate amount thereof shall be paid by Borrower each month or other payment periods in a single payment to be applied by Lender to the following items in the order set forth: (a) taxes, water rents, fire district charges, assessments, fire and other hazard insurance premiums; (b) interest on the indebtedness secured hereby; and (c) the balance, if any, shall be applied toward the payment of the principal sum hereby secured. Any deficiency in the amount of such aggregate monthly or other periodic payments shall constitute a default under this mortgage. Any excess funds accumulated under this paragraph after payment of the items herein mentioned shall be credited in calculating the monthly or other periodic payments of the same nature required hereunder in the subsequent year, but if the actual amount of any such item shall exceed the estimate therefore, Borrower shall without demand forthwith make good the deficiency. Failure by Borrower to do so before the due date of such item shall be a default hereunder. If the mortgaged property is sold under foreclosure or is otherwise acquired by Lender after default, any remaining balance of the accumulations under this paragraph shall be credited to the principal of the secured indebtedness as of the date of the foreclosure sale or as of the date the property is otherwise acquired.
- 5. That they will take good care of the mortgaged property and the personal property described above and will not commit or permit any waste thereon or thereof or the removal of any oil, gas or mineral therefrom, and that they will keep the same repaired and at all times will maintain the same in at least as good condition as it now is, reasonable wear and tear alone excepted. If Borrower fails to make repairs to the mortgaged property, Lender may make such repairs at Borrower's expense (but Lender is not obligated to do so). Lender, its agents and employees, may enter the mortgaged property and any improvements thereon at any reasonable time for the purpose of inspecting or repairing such improvements.
- 6. That all amounts expended by Lender for insurance or for the payment of taxes or assessments or to discharge liens on the mortgaged property or other obligations of Borrower or to make repairs to the mortgaged property or any improvements thereon shall become a debt due

Lender, shall be payable at once without demand upon or notice to any person, shall bear interest at the rate of interest payable on the principal sum of the note described above, or if no such rate of interest is specified in the note or if the rate specified would be unlawful, at the maximum rate allowed by law from the date of payment by Lender, and such debt and the interest thereon shall be secured by this mortgage. Upon failure of Borrower to reimburse Lender for all amounts so expended, at the election of Lender and with or without notice to any person, Lender may declare the entire indebtedness secured by this mortgage due and payable and may foreclose this Mortgage as hereinafter provided or as provided by law.

- 7. That no delay or failure of Lender to exercise any option to declare the maturity of any debt secured by this mortgage shall be taken or deemed as a waiver of the right to exercise such option or to declare such forfeiture either as to past or present defaults on the part of Borrower, and that the procurement of insurance or payment of taxes or other liens or assessments or obligations by Lender shall not be taken or deemed as a waiver of the right to accelerate the maturity of the indebtedness hereby secured by reason of the failure of Borrower to procure such insurance or to pay such taxes, liens, assessments or obligations, it being agreed by Borrower that no terms or conditions contained in this Mortgage can be waived, altered or changed except by a writing signed by Lender.
- 8. That the Borrower who is obligated as the Borrower or as guarantor or endorser to pay the indebtedness hereby secured will well and truly pay and discharge such indebtedness as it shall become due and payable, including the Note, any renewals or extensions thereof, and any other notes or obligations of such Borrower to Lender, whether now or hereafter incurred.
- 9. In the event a suit shall be instituted to foreclose this Mortgage, Lender, its successors or assigns, shall be entitled to apply at any time pending such foreclosure suit to the court having jurisdiction thereof for the appointment of a receiver for all and singular the mortgaged property and of all the rents, income, profits, issues and revenues thereof, from whatsoever source derived, with the usual powers and duties of receivers in like cases and such appointment shall be made by such court as a matter of strict right to Lender, its successors or assigns, without reference to the adequacy or inadequacy of the value of the property hereby mortgaged or to the solvency or insolvency of the Borrower, Borrower's legal representatives, successors or assigns, and that such rents, profits, incomes, issues, and revenues shall be applied by such receiver to the payment of the Secured Indebtedness, costs and charges, according to the order of said court. The Borrower hereby specifically waives the right to object to the appointment of a receiver as described herein and hereby expressly consents that such appointment shall be made as an admitted equity and is Lender's absolute right, and that the appointment may be done without notice to the Borrower. Borrower further consents to the appointment of Lender or any officer or employee of Lender as receiver.
- 10. That they will not cause or allow possession of the mortgaged property to be in any other person or entity to the exclusion of Borrower and will not cause or allow all or any part of the mortgaged property or any interest therein to be sold, assigned, transferred or conveyed by Borrower, or any of them, without Lender's prior written consent, excluding only (a) the creation of a lien or encumbrance expressly subordinate to this mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by

operation of law upon the death of a joint tenant, or (d) (if the mortgaged property is the Borrower's residence) the grant of any leasehold interest of one year or less (including all mandatory or optional renewal periods) not containing an option to purchase. Lender may withhold its consent or may condition its consent to any such transfer of possession of, or an interest in, the mortgaged property upon the transferee's agreeing to pay a greater rate of interest on all or any part of the indebtedness secured by this mortgage, upon Lender's approval of the creditworthiness of the transferee, and upon the transferee's payment to Lender of a reasonable transfer or assumption fee. Upon breach by Borrower, or any of them, of the covenants herein contained, Lender may, at its election, accelerate maturity of the indebtedness hereby secured and proceed to foreclose this mortgage as hereinafter provided or as provided by law.

- That, except as otherwise expressly disclosed to Lender in writing on the date of this mortgage, no Hazardous Substance (as defined below) has been released or disposed of on or under the mortgaged property by Borrower or, to the best of Borrower's knowledge, by any third party or any predecessor in interest or title to the mortgaged property; no underground storage tanks, whether in use or not in use, are located on or under any part of the mortgaged property; Borrower and the mortgaged property are and will remain in compliance with all applicable local, state and federal environmental laws and regulations; no notice has been received by Borrower from any governmental authority or any other person claiming violation of any environmental protection law or regulation or demanding payment, indemnity or contribution for any environmental damage or injury to natural resources, relating in any way to the mortgaged property, and Borrower will notify Lender promptly in writing if any such notice is hereafter received; and any Hazardous Substance used or produced in Borrower's business will be used. produced, stored and disposed of in strict compliance with all applicable environmental laws and regulations. Borrower will notify Lender immediately if any Hazardous Substance is released or discovered on or under the mortgaged property, and Borrower will take or cause to be taken such remedial action as may be necessary in order to remedy such released or discovered Hazardous Substance and to obtain certificate of remediation or other certificate of compliance from applicable governmental authorities. At Lender's request, Borrower will promptly obtain at Borrower's expense, and deliver to Lender an environmental inspection report or will update a previous report, in form acceptable to Lender, prepared by a competent environmental professional reasonably satisfactory to Lender. As used herein, the term "Hazardous Substance" includes, without limitation, any hazardous or toxic substance and any substance or material that is regulated or controlled by the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA), the federal Hazardous Materials Transportation Act, the federal Resource Conservation and Recovery Act, the Federal Clean Water Act, the federal Clean Air Act, the federal Toxic Substance Control Act, or any other federal, state or local environmental law, ordinance, or regulation now or hereafter in effect. Borrower agrees to indemnify Lender against any and all liability and expense (including attorneys' fees and litigation expenses) incurred by Lender on account of breach by Borrower of any representation, warranty or covenant set forth in this paragraph. This agreement to indemnify shall survive payment of the secured indebtedness, satisfaction of this mortgage, and foreclosure of this mortgage.
- 12. That, if this is a construction mortgage, Borrower will perform and comply with, or will cause the Borrower to perform and comply with, the terms of any construction loan

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agreement made with Lender with regard to any improvements to be made on the mortgaged property.

- 13. That all the covenants and agreements of Borrower herein contained shall extend to and bind their respective heirs, executors, administrators, successors and assigns, and that such covenants and agreements and all options, rights, privileges and powers herein given, granted or secured to Lender shall inure to the benefit of the successors and assigns of Lender.
- 14. That the provisions of this mortgage and the Note secured hereby are severable, and that the invalidity or unenforceability of any provision of this mortgage or the Note shall not affect the validity and enforceability of the other provisions of this mortgage or of Note. The remedies provided to Lender herein are cumulative with the rights and remedies of Lender at law and in equity, and such rights and remedies may be exercised concurrently or consecutively. A carbon or photostatic copy of this mortgage may be filed as a financing statement in any public office.

If the Borrower pays and discharges all the indebtedness hereby secured (including future advances) as the same becomes due and payable, and if Borrower in all things does and performs all acts and agreements by it herein agreed to be done according to the tenor and effect thereof. then and in that event only this conveyance and the security interest herein granted shall be and become null and void, but if default is made in the payment of any indebtedness hereby secured or any renewals or extensions thereof or any part thereof, or if any interest thereon remain unpaid when due, or if default be made in the repayment of any sum expended by Lender under the authority of any provision of this Mortgage, or if the interest of Lender in the mortgaged property or any of the personal property described above become endangered by reason of the enforcement of any lien or encumbrance thereon, or if a petition to condemn any part of the mortgaged property be filed by any authority, person or entity having power of eminent domain, or if any law, either state or federal, be passed imposing or authorizing the imposition of a specific tax upon this mortgage or the indebtedness hereby secured or permitting or authorizing the deduction of any such tax from the principal or interest secured by this Mortgage or by virtue of which any tax or assessment upon the mortgaged property shall be charged against the owner of this Mortgage, or if at any time any of the covenants contained in this Mortgage or in any note or other evidence of indebtedness secured hereby be declared invalid or unenforceable by any court of competent jurisdiction, or if Borrower fails to do and perform any other act or thing herein required or agreed to be done, then in any of said events the whole of the indebtedness hereby secured, or any portion or part thereof which may at said date not have been paid, with interest thereon, shall at once become due and payable and this Mortgage shall be subject to foreclosure at the option of Lender, notice of the exercise of such option being hereby expressly waived by Borrower, and Lender shall have the right to enter upon and take possession of the mortgaged property. If an event of default occurs and remains uncured, then in either or any such event, the aggregate sum or sums secured hereby then remaining unpaid, with interest accrued at that time, and all moneys secured hereby, shall become due and payable forthwith, or thereafter, at the option of Lender, or its assigns, as fully and completely as if all of the said sums of money were originally stipulated to be paid on such date, anything in the Note or any instrument or instruments or in this Mortgage to the contrary notwithstanding; and thereupon, or thereafter, at the option of Lender, or its assigns, without notice or demand, suit at law or in

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equity may be prosecuted as if all moneys secured hereby had matured prior to its institution. The Lender, or its assigns, may do either or both of the following as to the amount so declared due and payable: (i) bring an action to enforce payment of the amount so declared due and payable, with or without bringing an action to foreclose this Mortgage; and/or (ii) foreclose this mortgage as to the amount so declared due and payable, and the mortgaged property, or any part or parts thereof, in one or more sales as determined by Lender, shall be sold to satisfy and pay the same with costs, expenses and allowances. In addition, Lender shall also be entitled to take such action and avail itself of such remedies as may be available under the Uniform Commercial Code in effect in the State of Florida. In any action brought to enforce this Mortgage, the prevailing party shall be entitled to its reasonable attorney fees at trial and/or appeal.

In Witness Whereof, each of the undersigned has hereunto set his or her signature and seal, or has caused this instrument to be executed by its officer(s), partner(s), member(s), or agent(s) thereunto duly authorized, this 23rd day of May, 2019.

STATE OF VIRGINIA
COUNTY OF NOTIONAL

The foregoing instrument was acknowledged before the this 22 moday of May, 2019, by Theresa Perry - Gayle, a single woman.

Personally Known To Me

Produced Identification

Type of Identification Produced VIRGINIA DAIRAS Lieuse

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MORTGAGE NOTE (Individual)

\$110,400.00

05/23/19

MORTGAGE NOTE (Fixed Rate) THIS IS A BALLOON MORTGAGE NOTE AND THE FINAL PAYMENT OR THE BALANCE DUE UPON MATURITY IS \$104,840.23 TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THE MORTGAGE

FOR VALUE RECEIVED, the undersigned, hereinafter "Maker", (jointly and severally, if more than one), promises to pay to Huong Thi Nguyen, hereinafter "Holder" or "Payee", or order in the manner hereinafter specified, the principal sum of:

****\$110,400.00 ****

\$110,400.00 with interest from date at the rate of 5.75% percent, per annual on the balance from time to time remaining unpaid. The said principal and interest shall be payable in lawful money of the United States of America at 5460 Seitz Drive, Pensacola, FL 32526 or such place as may hereafter be designated by written notice from the Holder to the maker hereof, on the date and in the manner following:

The sum of \$844.26, representing a payment of principal and interest only shall be due and payable on July 1, 2019, and on the like day of each month thereafter until June 1, 2023 at which time a balloon payment in the amount of \$104,840.23 will be due along with the entire principal sum, the interest accrued thereon, and all other sums due under this note have been paid in full.

Borrower is to provide a paid tax receipt to the lender my March 1st of each year.

Payment received will first be credited to late charges, then to interest, and the balance, if any, to principal.

This note, with interest, is secured by a mortgage on real estate, of even date herewith, made by the Maker hereof in favor of the said Payee and shall be construed and enforced according to the laws of the State of Florida. The terms of said mortgage are by this reference made a part hereof.

If default be made in the payment of any of the sums or interest mentioned herein or in said mortgage or in the performance of any of the agreements contained herein or in said mortgage, then the entire principal sum and accrued interest shall, at the option of the Holder hereof, become at once due and collectible without notice, time being of the essence; and said principal sum and accrued interest shall both bear interest from such time until paid at the highest rate allowable under the State of Florida. Fallure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default. Any payment not received within 5 days of the due date shall include a late charge of \$75.00. In the event of default in the payment of this note, and the same is placed in the hands of an attorney for collection, the undersigned hereby agrees to pay all costs of collection or re-instatement, including, but not limited to, a reasonable attorney's fee.

Each person liable herein, whether Maker or Endorser, hereby waives presentment, protest, notice, notice of protest and notice of dishonor and agree to pay all costs including a reasonable attorney's fee, whether suit be brought or not, if after maturity of this note or default hereunder or under said mortgage, counsel shall be employed to collect this note or to protect the security of said mortgage.

Whenever used herein the terms "Holder", "Maker" and "Payee" shall be construed in the singular or plural as the context may require or admit.

Harris Peny Agyle

- Borrower

Page 1 of 1 individual Note-Not 1st Mig wit ate Charge



Loan Payments from Theresa Perry

Enter values

Loan amount	\$110,400.00				
Annual interest rate	5.75%				
Loan period in years	30				
Number of payments per year	12				
Start date of loan	6/1/2019				

Optional extra payments

Loan summary

Scheduled payment	\$644.26
Scheduled number of payments	360
Actual number of payments	53
Total early payments	\$0.00
Total interest	\$29,207. 39

Lender name

Huong Thi Nguyen

Payment number	Payment date	Beginning balance	Scheduled payment	Extra payment	Total payment Received	Principal	Interest	Ending balance	Cumulative interest
1	6/1/2019	\$110,400.00	\$644.26	\$0.00	\$644.26	\$115.26	\$529.00	\$110,284.74	\$529.00
2	7/1/2019	\$110,284.74	\$644.26	\$0.00	\$644.26	\$115.82	\$528.45	\$110,168.92	\$1,057.45
3	8/1/2019	\$110,168.92	\$644.26	\$0.00	\$644.26	\$116.37	\$527.89	\$110,052.55	\$1,585.34
4	9/1/2019	\$110,052.55	\$644.26	\$0.00	\$644.26	\$116.93	\$527.34	\$109,935.62	\$2,112.68
5	10/1/2019	\$109,935.62	\$644.26	\$0.00	\$644.26	\$117.49	\$526.77	\$109,818.13	\$2,639.45
6	11/1/2019	\$109,818.13	\$644.26	\$0.00	\$644.26	\$118.05	\$526.21	\$109,700.08	\$3,165.66
7	12/1/2019	\$109,700.08	\$644.26	\$0.00	\$644.26	\$118.62	\$525.65	\$109,581.46	\$3,691.31
8	1/1/2020	\$109,581.46	\$644.26	\$0.00	\$644.26	\$119.19	\$525.08	\$109,462.27	\$4,216.39
9	2/1/2020	\$109,462.27	\$644.26	\$0.00	\$644.26	\$119.76	\$524.51	\$109,342.51	\$4,740.89
10	3/1/2020	\$109,342.51	\$644.26	\$0.00	\$644.26	\$120.33	\$523.93	\$109,222.18	\$5,264.83
11	4/1/2020	\$109,222.18	\$644.26	\$0.00	\$644.26	\$120.91	\$523.36	\$109,101.27	\$5,788.18
12	5/1/2020	\$109,101.27	\$644.26	\$0.00	\$644.26	\$121.49	\$522.78	\$108,979.79	\$6,310.96
13	6/1/2020	\$108,979.79	\$644.26	\$0.00	\$644.26	\$122.07	\$522.19	\$108,857.72	\$6,833.15

Payment number	Payment date	Beginning balance	Scheduled payment	Extra payment	Total payment Received	Principal	Interest	Ending balance	Cumulative interest
14	7/1/2020	\$108,857.72	\$644.26	\$0.00	\$644.26	\$122.65	\$521.61	\$108,735.06	\$7, 354.76
15	8/1/2020	\$108,735.06	\$644.26	\$0.00	\$644.26	\$123.24	\$521.02	\$108,611.82	\$7,875.79
16	9/1/2020	\$108,611.82	\$644.26	\$0.00	\$644.26	\$123.83	\$520.43	\$108,487.99	\$8,396.22
17	10/1/2020	\$108,487.99	\$644.26	\$0.00	\$644.26	\$124.43	\$519.84	\$108,363.56	\$8,916.06
18	11/1/2020	\$108,363.56	\$644.26	\$0.00	\$644.26	\$125.02	\$519.24	\$108,238.54	\$9,435.30
19	12/1/2020	\$108,238.54	\$644.26	\$0.00	\$644.26	\$125.62	\$518.64	\$108,112.92	\$9,953.94
20	1/1/2021	\$108,112.92	\$644.26	\$0.00	\$644.26	\$126.22	\$518.04	\$107,986.69	\$10,471.98
21	2/1/2021	\$107,986.69	\$644.26	\$0.00	\$644.26	\$126.83	\$517.44	\$107,859.87	\$10,989.42
22	3/1/2021	\$107,859.87	\$644.26	\$0.00	\$644.26	\$127.44	\$516.83	\$107,732.43	\$11,506.25
23	4/1/2021	\$107,732.43	\$644.26	\$0.00	\$644.26	\$128.05	\$516.22	\$107,604.38	\$12,022.46
24	5/1/2021	\$107,604.38	\$644.26	\$0.00	\$644.26	\$128.66	\$515.60	\$107,475.72	\$12,538.07
25	6/1/2021	\$107,475.72	\$644.26	\$0.00	\$644.26	\$129.28	\$514.99	\$107,346.45	\$13,053.06
26	7/1/2021	\$107,346.45	\$644.26	\$0.00	\$644.26	\$129.90	\$514.37	\$107,216.55	\$13,567.43
27	8/1/2021	\$107,216.55	\$644.26	\$0.00	\$644.26	\$130.52	\$513.75	\$107,086.03	\$14,081.17
28	9/1/2021	\$107,086.03	\$644.26	\$0.00	\$644.26	\$131.14	\$513.12	\$106,954.89	\$14,594.29
29	10/1/2021	\$106,954.89	\$644.26	\$0.00	\$644.26	\$131.77	\$512.49	\$106,823.12	\$15,106.78
30	11/1/2021	\$106,823.12	\$644.26	\$0.00	\$644.26	\$132.40	\$511.86	\$106,690.71	\$15,618.64
31	12/1/2021	\$106,690.71	\$644.26	\$0.00	\$644.26	\$133.04	\$511.23	\$106,557.67	\$16,129.87
32	1/1/2022	\$106,557.67	\$644.26	\$0.00	\$644.26	\$133.68	\$510.59	\$106,424.00	\$16,640.46
33	2/1/2022	\$106,424.00	\$644.26	\$0.00	\$644.26	\$134.32	\$509.95	\$106,289.68	\$17,150.41
34	3/1/2022	\$106,289.68	\$644.26	\$0.00	\$644.26	\$134.96	\$509.30	\$106,154.72	\$17,659.71
35	4/1/2022	\$106,154.72	\$644.26	\$0.00	\$644.26	\$135.61	\$508.66	\$106,019.12	\$18,168.37
36	5/1/2022	\$106,019.12	\$644.26	\$0.00	\$644.26	\$136.26	\$508.01	\$105,882.86	\$18,676.38
37	6/1/2022	\$105,882.86	\$644.26	\$0.00	\$644.26	\$136.91	\$507.36	\$105,745.95	\$19,183.73
38	7/1/2022	\$105,745.95	\$644.26	\$0.00	\$644.26	\$137.57	\$506.70	\$105,608.39	\$19,690.43
39	8/1/2022	\$105,608.39	\$644.26	\$0.00	\$644.26	\$138.22	\$506.04	\$105,470.16	\$20,196.47
40	9/1/2022	\$105,470.16	\$644.26	\$0.00	\$644.26	\$138.89	\$505.38	\$105,331.27	\$20,701.85

Payment number	Payment date	Beginning balance	Scheduled payment	Extra payment	Total payment Received	Principal	Interest	Ending balance	Cumulative interest
41	10/1/2022	\$105,331.27	\$644.26	\$0.00	\$644.26	\$139.55	\$504.71	\$105,191.72	\$21,206.56
42	11/1/2022	\$105,191.72	\$644.26	\$0.00	\$644.26	\$140.22	\$504.04	\$105,051.50	\$21,710.61
43	12/1/2022	\$105,051.50	\$644.26	\$0.00	\$644.26	\$140.89	\$503.37	\$104,910.61	\$22,213.98
44	1/1/2023	\$104,910.61	\$644.26	\$0.00	\$644.26	\$141.57	\$502.70	\$104,769.04	\$22,716.68
45	2/1/2023	\$104,769.04	\$644.26	\$0.00	\$644.26	\$142.25	\$502.02	\$104,626.80	\$23,218.69
46	3/1/2023	\$104,626.80	\$644.26	\$0.00	\$644.26	\$142.93	\$501.34	\$104,483.87	\$23,720.03
47	4/1/2023	\$104,483.87	\$644.26	\$0.00	\$644.26	\$143.61	\$500.65	\$104,340.25	\$24,220.68
48	5/1/2023	\$104,340.25	\$644.26	\$0.00	\$644.26	\$144.30	\$499.96	\$104,195.95	\$24,720.65
49	6/1/2023	\$104,195.95	\$644.26	\$0.00	\$644.26	\$144.99	\$499.27	\$104,050.96	\$25,219.92
50	7/1/2023	\$104,050.96	\$644.26	\$0.00	\$644.26	\$145.69	\$498.58	\$103,905.28	\$25,718.50
51	8/1/2023	\$103,905.28	\$644.26	\$0.00	\$644.26	\$146.38	\$497.88	\$103,758.89	\$26,216.38
52	9/1/2023	\$103,758.89	\$644.26	\$0.00	\$644.26	\$147.09	\$497.18	\$103,611.80	\$26,713.55
53	10/1/2023	\$103,611.80	\$644.26	\$0.00	\$644.26	\$147.79	\$496.47	\$103,464.01	\$27,210.03
54	11/1/2023	\$103,464.01	\$644.26	\$0.00	\$0.00	-\$495.77	\$495.77	\$103,959.78	\$27,705.79
55	12/1/2023	\$103,959.78	\$644.26	\$0.00	\$0.00	-\$498.14	\$498.14	\$104,457.92	\$28,203.93
56	1/1/2024	\$104,457.92	\$644.26	\$0.00	\$0. 00	-\$500.53	\$500.53	\$104,958.45	\$28,704.46
57	2/1/2024	\$104,958.45	\$644.26	\$0.00	\$0.00	-\$502.93	\$502.93	\$105,461.37	\$29,207.39

STATEMENT OF AMOUNT DUE AND OWING

The undersigned hereby states that the original amount of the lien/Mortgage or security interest recorded in Escambia County, Florida on 6/3/2019 as Instrument Number: 2019048250, Book 8105 Page 1030 against Assessor's Parcel Number(s) 332S303301005269, Situs Address: 1320 SHOEMAKER ST, PENSACOLA, FL 32505 was \$110,400.00. The amount still due and owing as of the 12/6/2023 sale of the tax-defaulted property by the Escambia County Tax Collector was at least \$104,700.67.

I declare under penalty of perjury under the laws of the State of Florida that the foregoing is true and correct to the best of my knowledge.

DATE: MONTH, DAY, YEAR

Huong Thi Nguyan

STATE Florea

COUNTY OF Examba

Sworn to (or affirmed) and subscribed before me this 20 day of February , 20 24, by Huong Thi:

Nguyen

(Name of person making statement)

MICHELLE FETCHO
Notary Public - State of Floridation
Commission #141 371725
Ny Comm. Expires Mar 9, 2027

Personally Known

OR Produced Identification

Type of Identification Produced FUDE: National Printed Name of Notary

Type of Identification Produced FUDE: National Printed Name of Notary

Amount Due And Payable Calculation

Trustor(s) or Debtor(s):	Theresa Perry - Gayle
Beneficiary(ies) or Creditor(s):	Huong Thi Nguyen
Instrument Number:	2019048250
County:	Escambia
APN:	332S303301005269
Original Principal Balance of Loan:	\$110,400.00
Interest Rate:	5.75%
Last Payment Received Date:	10/1/2023
Interest Accrual to Date:	12/6/2023
Total in Years:	0.18
Total Interest Due:	\$1,074.16
Monthly Payment:	\$644.26
Late Payment Penalty-Flat Fee:	\$75.00
Interest and Late Payments Due:	\$1,236.66
Unpaid Principal Balance Due:	\$103,464.01
Total Due to Date:	\$104,700.67
Signer declares under penalty of perjury u	ander the laws of the State of Florida that the foregoing is true and correct.
D. 141: 9 0 1 1 6 44	20.7./
Dated this <u>21</u> day of <u>02</u>	20 <u>2</u> 4
Further affiant sayeth not.	Parison market and
	Huong Thi Nguyen
Witness Magazia III	
Witness Worke WW	
Witness	
,	
STATE Florida	
COUNTY OF Example	
 -	
The foregoing instrument was acknowled	ged before me this 22 day of February, 2024, by Huong Thi
	lame of person acknowledging)
and the same of th	7
MICHELLE FETCHO Notary Public - State of Flor	Signature of Notary
Commission # HH 371725	Michalla Ferry
My Comm. Expires Mar 9, 20	Printed Name of Notary
Personally Known OR Produce	ed Identification
	-: N250-338-68-726-6
	· · · · · · · · · · · · · · · · · · ·

ID: 47755-405177

SALE AND ASSIGNMENT OF INTEREST IN TAX DEED SALE EXCESS PROCEEDS AND PARTICIPATION AGREEMENT

(recordable under § 28.222(3)(a), Fla. Stat.)

STATE OF	FLORIDA
COUNTY OF	ESCAMBIA

THIS AGREEMENT is made and entered into on 2-22, 2024 by and between <u>Huong Thi Nguyen</u> ("Assignor") whose address is 5460 Seitz Dr Pensacola, FL 32526 and Global Discoveries LTD ("Assignee") whose address is: 1120 13th Street, Suite A. Modesto, CA 95354.

Assignment. Assignor, in consideration for the receipt of \$25.00 and other good and valuable consideration (the sufficiency and receipt of is hereby acknowledged) hereby assigns, sells and transfers to the Assignee any and all right, title and interest Assignor has, will have or may have in funds related to Tax Deed File No. 1223-23 or Tax Certificate No. 2723 of 2021. The legal description of the property sold or to be sold is.

With a commonly known Address of: 1320 SHOEMAKER ST, PENSACOLA, FL 32505.

Assignor represents:

- 1. Assignor has been informed that the amount of excess proceeds available for distribution is up to approximately \$86,084.45_+- and that Assignor may be entitled to receive up to approximately \$86,084.45 +- of that amount.
- 2. Prior to this assignment, Assignor had the right to file a claim directly with the Clerk of Court for Assignor's interest in such excess proceeds.
- 3. Assignor had the right to consult with an independent attorney of Assignor's choice before executing this assignment.
- 4. Assignor was the legal titleholder or lienholder of record of the real property that generated the excess proceeds, or a beneficiary or heir at law of such a titleholder, or a lienholder, at the time that the real property was sold at tax deed sale.
- 5. Assignor understands the amount of money available will depend on other persons who may have a superior claim to the excess proceeds.
- 6. Assignee has not held itself out as having specialized knowledge as to recovery of the funds. If needed, Assignee may, hire its own attorneys, who have such knowledge to perform all necessary legal work necessary to obtain the funds.
- 7. Assignor is making the above representations under oath and under penalty of perjury in order for Assignee to receive payment of such excess proceeds.

Participation. If Assignee is successful in obtaining disbursement of the funds, Assignor shall receive <u>75</u>% of any such funds obtained and the Assignee shall receive <u>25</u>% of such funds.

Assignor understands Assignee may. at its own discretion, take all action, and to hire all agents legally necessary to obtain disbursement of the funds. Assignor authorizes the Assignee and/or its agents to receive, deposit, endorse, negotiate, and disburse any checks related to the proceeds obtained.

Initials: HN,

huorignangen	Mul NO8
Assignor: Huong The Nguyen	Assignee Global Discoveries Ltd By: Jed Byerly Title: Managing Member
STATE OF Flocida COUNTY OF Excampia	
The foregoing instrument was sworn to or acknowledged before the s	ore me on footpary 27 th , 2024 by ally known to me or [1] has produced identification.
MICHELLE FETCHO Notary Public - State of Fiorida Commission # HH 371725 My Comm. Expires Mar 9, 2027	Notary Public State of My commission expires:
STATE OF COUNTY OF	
The foregoing instrument was sworn to or acknowledged before who [] is personal Type of identification produced:	ore me on, 20, by ally known to me or [] has produced identification.
SEE Jurai Arrached	Notary Public State of My commission expires:

Initials: HW,

See Attached Document (Notary to cross out	
1 ///	
·	
3	
4	
£	
Signature of Document Signer No. 1	Signature of Document Signer No. 2 (if any)
	ificate verifies only the identity of the individual who signed the ot the truthfulness, accuracy, or validity of that document.
County of STANISLAUS MARIA MENDOZA Notary Public - California Stanislaus County Commission # 2384244 My Comm. Expires Nov 22, 2025	Subscribed and sworn to (or affirmed) before med on this
Seal Place Notary Seal Above	OPTIONAL
Though this section is optional, completing to	his information can deter alteration of the document or this form to an unintended document.
Description of Attached Document	
Title or Type of Document:	Document Date:
Number of Pages: Signer(s) Other Than	Named Above:

CLAIM TO SURPLUS PROCEEDS OF A TAX DEED SALE

***Claims must be filed within 120 days of the date of the surplus notice or they are barred.

Complete and return to: Escambia Clerk of the Circuit Court, Tax Deed Division,

221 Palafox Place, Ste 110, Pensacola, Florida 32502 Tax Deed Account # 1223-23 Certificate # 2723 of 2021 Sale Date: 12/6/2023 Property Address: 1320 SHOEMAKER ST, PENSACOLA, FL 32505 Note: The Clerk of the Court must pay all valid liens before distributing surplus funds to a titleholder. Claimant's Name: Global Discoveries Ltd. Contact Name, if Applicable: Jed Byerly, Assignee for Huong Thi Nguyen Address: P. O. Box 1748, Modesto, CA 95353-1748 Telephone Number: (209) 593-3913 ail Address: jed@gd-ltd.com

I am a (check one): ☑Lienholder ☐Titleholder ☐ Other

ect ONE:

I claim surplus proceeds resulting from the above tax deed sale.

I am NOT making a claim and waive any claim I might have to the surplus funds on this tax deed sale.

1. LIENHOLDER INFORMATION (Complete if claim is based on a lien against the sold property.

The of Lient Electrons ☐ Other **Email Address:** Select ONE: (X) Type of Lien:

Mortgage; □Court Judgment; □Condo/HSA lien: ☐ Government lien; ☐Other Describe other: Recording Date: <u>06/03/2019</u> Book #: <u>8105</u> Page #: <u>1030</u> Lien Amount: \$110,400.00 Amount Due: \$104,700.67 Recording Date: _____ Book #: ____ Page #: ____ Lien Amount: ____ Amount Due: **Include additional sheet if needed: □ 2. <u>TITLEHOLDER INFORMATION</u> (Complete if claim is based on title formerly held on sold property.) Nature of Title: □Deed; □Court Judgment; □Other, explain below Recording Date: _____ Book #: ____ Page #: Amount of surplus tax deed sale proceeds claimed: \$ Does the titleholder claim the subject property was homestead property: 3. I request payment of any surplus funds due to me be mailed to: P.O. Box 1748, Modesto, CA 95353-1748 4. I hereby swear or affirm that all of the above information is true and correct. Signature of Claimant Print: Jed Byerly, Managing Member STATE OF **COUNTY OF** The foregoing instrument was acknowledged before me by means of ____ physical presence or ___ online notarization this ____ day of ______, 20___, by _____ Signature-Notary Public, State of Florida Print Commissioned Name of Notary Public Personally Known___ OR Produced Identification___ Type of Identification Produced _____ ID: 47755-405177

 $\underline{\hspace{0.1cm}}$ Signer(s) Other Than Named Above: $\underline{\hspace{0.1cm}}$

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____ Document Date: ____

Title or Type of Document: __

Number of Pages: ____

Form W-9

(Rev. October 2018) Department of the Treasury Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

	1 Name (as shown on your income toy robust blooms in the	Suucuons also ule late	st inton	mart	ion.								
	Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Global Discoveries, Ltd. Jed Byerly, Managing Member												
	2 Business name/disregarded entity name, if different from above												
က်													
on page	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. Individual/sole proprietor or C Corporation S Corporation Partnership Trust/getate					4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):							
. E	☐ Individual/sole proprietor or ☐ C Corporation ☐ S Corporation single-member LLC	Partnership	☐ Tru	ıst/e	state	E							
충	Limited liability company. Enter the tax classification (C=C corporation, S	i=S corporation. P≕Partner	rshin) 🕨			Exer	Exempt payee code (if any)						
Print or type. Specific Instructions on	Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.					Exemption from FATCA reporting code (if any)							
Š	Other (see instructions) ▶ 5 Address (number, street, and apt. or suite no.) See instructions.		,	_			(Applies to accounts maintained outside the U.S.)						
as I	1120 13th Street, Suite A		Request	ter s	name	and ad	idress (o	ption	al)				
တ	6 City, state, and ZIP code	·											
	Modesto, CA 95354												
	7 List account number(s) here (optional)				<u>-</u> -								
Pari	- md-3a. mountinoditioti (40ti linet 11 ildi		·•• · · ·						_				
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or discovered and artists.			oìd	So	cial se	urity	number						
						┐.	\Box	٦.	Γ	Π		Γ	
TIN, la	, it is your crisployer adentification number (EIN). It you do not have a	number, see How to ge			Щ				L	<u> </u>		Ĺ	
Note: If the account is in more than one name, see the instructions for line 1. Also see What Name and Simple Complete Comple					niover	r identification number							
Numbe	To Give the Requester for guidelines on whose number to enter.	The second strict states of	21.0		<u> </u>	a regularication number						ĺ	
Doet				7	7	- 0	5 5	8	9	6	9		
Part	Certification penalties of perjury, I certify that:								٠	<u></u>			
Serv	number shown on this form is my correct taxpayer identification numl not subject to backup withholding because: (a) I am exempt from ba- ice (IRS) that I am subject to backup withholding as a result of a failu- inger subject to backup withholding; and								rnal ed i	Reve	enue at la	: am	
3. i am	a U.S. citizen or other U.S. person (defined below); and												
4. The	FATCA code(s) entered on this form (if any) indicating that I am exem-	pt from FATCA reportin	a is com	ect.									
you hav acquisi other th	ation instructions. You must cross out item 2 above if you have been not refailed to report all interest and dividends on your tax return. For real estion or abandonment of secured property, cancellation of debt, contribution an interest and dividends, you are not required to sign the certification, but the certification, but the certification of the certification	otified by the IRS that yo tate transactions, item 2	u are cui does no	rent t ap	tly subj ply. Fo	r mor	tgage in	teres	t pa	id,		use	
Sign Here	Signature of U.S. person ►		Date ►	١	·2	1-2	020	1		_		_	
Gen	eral Instructions	• Form 1099-DIV (di	vidends,	incl	uding	those	from s	tock	s or	mutu	 ıal	_	
Section references are to the Internal Revenue Code unless otherwise noted.		Form 1099-MISC (various types of income, prizes, awards, or gross											
Future developments. For the latest information about developments		proceeds)											
related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.		Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)											
Purpose of Form		 Form 1099-S (proceeds from real estate transactions) Form 1099-K (merchant card and third party network transactions) 											
An indi	vidual or entity (Form W-9 requester) who is required to file an	• Form 1098 (home)	morteae Marit Ca	su a e int	rici inir	d par	ty netw LE (e+	ork ti	rans	actio	ns)		
identification number (TIN) which may be your social security number		 Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) Form 1099-C (canceled debt) 											
taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number.		Form 1099-A (acquisition or abandonment of secured property)											
amount report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information		Use Form W-9 ont alien), to provide you	y if you a	are a	a U.S.	perso	n (inclu	ding	a re	side	nt		
	include, but are not limited to, the following. 1099-INT (interest earned or paid)	If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.											





1120 13th Street, Suite A | Modesto, CA 95354

9589 0710 5270 0842 6616 19

Return Service Requested

ZIP 95354 \$ 010.40° 0006116613 FEB 27 2024

Escambia County Clerk of Court 221 Palafox Place Ste. #110 Pensecola, FL 32502 Attn: Tax Deeds



Clerk of the Circuit Court and Comptroller, Escambia County

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

April 16, 2024

Global Discoveries LTD C/O Huong Thi Nguyen P.O. Box 1748 Modesto, CA 95353-1748

Re:

Tax Certificate #02723 of 2021

Dear Global Discoveries LTD:

Please find enclosed our check #900036983 in the amount of \$86,084.45. This check represents payment of the claim submitted by you for the surplus funds being held by the Clerk's Office as a result of the tax deed sale of the real property located at 1320 Shoemaker Street.

Sincerely,
Pam Childers
Clerk of the Circuit Court & Comptroller

Deputy Clerk

/hm Enclosures