

# **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

1023·41

Part 1: Tax Deed	l Anni	lication Info	matlan		e de la companya de l	5.75	102	2.MI
I I I I I I I I I I I I I I I I I	T							
Applicant Name Applicant Address	ASSI PO B	ASSEMBLY TAX 36, LLC ASSEMBLY TAX 36 LLC FBO SEC PTY PO BOX 12225 NEWARK, NJ 07101-3411		Application date		Apr 17, 2023		
Property PEREZ PEDRO A description 4910 OLD SAUFLEY FIELD D PENSACOLA, FL 32526		DR		Certificate	#	2021 / 3803		
	4910 SAUFLEY FIELD RD 09-1899-000 S 396 FT OF E 165 FT OF W 660 FT OF S1/2 OF SW1/4 OF SW1/4 LESS E 10 FT LESS RD R/W OR 5897 P 845		Date certificate issued		06/01/2021			
Part 2: Certificat	es Ow	ned by App	licant and	d Filed w	ith Tax Deed	Application	on Programme	
Column 1 Certificate Numbe		Column Date of Certific	າ 2	C	olumn 3 ount of Certificate	Co	iumn 4 nterest	Column 5: Total (Column 3 + Column 4)
# 2021/3803		06/01/20	021		750.25		37.51	787.7
# 2022/4081		06/01/20	022	22 767.76			38.39	806.1
						→!	Part 2: Total*	1,593.9
Part 3: Other Cer	tificat	es Redeeme	d by App	olicant (C	Other than Co	unty)		
Column 1 Certificate Number	n 1 Column 2 Column 3 Column 4 Column 5		Total (Column 3 + Column 4 + Column 5)					
# /								+ Column 5)
						F	Part 3: Total*	0.00
Part 4: Tax Colle	ctor (	ertified Am	ounts (Li	nes 1-7)		aryz Sanki	d et a 160 - 150 -	
Cost of all certif	ficates	in applicant's	oossession	and othe	r certificates red (*7	eemed by a otal of Part	pplicant s 2 + 3 above)	1,593.91
2. Delinquent taxe	s paid	by the applica	nt					0.00
3. Current taxes p	aid by	the applicant						806.42
4. Property inform	ation re	eport fee						200.00
5. Tax deed applic	ation f	ee						175.00
6. Interest accrued by tax collector under s.197.542, F.S. (see Tax Collector Instructions, page 2)			0.00					
7.						Total Pai	id (Lines 1-6)	2,775.33
certify the above int ave been paid, and	ormati	on is true and e property info	the tax cer	tificates, ir	nterest, property attached.	information	report fee, an	d tax collector's fees
R	X	<u> </u>				Esc	cambia, Florida	)
ign here: Signat	ure, Tix	collector or Desig	nee			Date	May 1st, 202	23
	Send t	this certification to	he Clerk of C	ourt by 10 da	ys after the date sign	ned. See Inst	ructions on Page	. 2

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

Pai	rt 5: Clerk of Court Certified Amounts (Lines 8-14)
8.	
9.	Certified or registered mail charge
10.	Clerk of Court advertising, notice for newspaper, and electronic auction fees
11.	
12.	Sheriff's fees
13.	Interest (see Clerk of Court Instructions, page 2)
14.	Total Paid (Lines 8-13)
15.	Plus one-half of the assessed value of homestead property, if applicable under s. 197.502(6)(c), F.S.
16.	Statutory opening bid (total of Lines 7, 14, 15, and 16 if applicable)
<del></del>	
Sign he	ere:  Signature, Clerk of Court or Designee  Date of sale10/04/2023

#### INSTRUCTIONS

1 12.50

#### Tax Collector (complete Parts 1-4)

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

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

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

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

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

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

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

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

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

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

#### Clerk of Court (complete Part 5)

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

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

### **APPLICATION FOR TAX DEED**

512 R. 12/16

Section 197.502, Florida Statutes

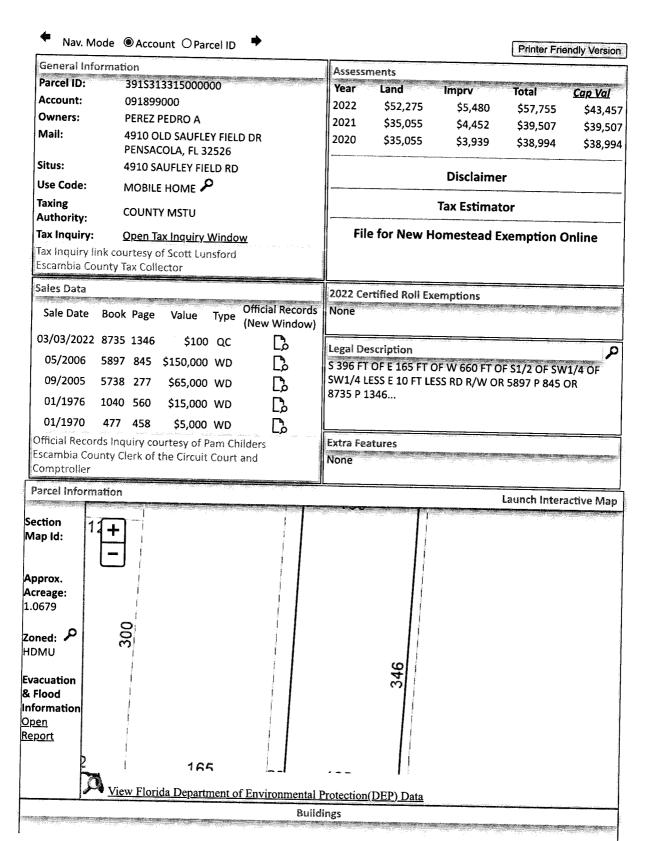
Application Number: 2300104

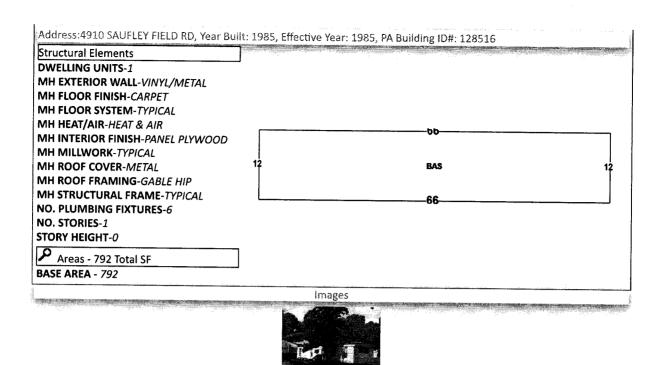
lo: lax Collector of ES	CAMBIA COUNTY	_, Florida	
, ASSEMBLY TAX 36, LLC ASSEMBLY TAX 36 LLC FB0 PO BOX 12225 NEWARK, NJ 07101-3411, hold the listed tax certificate		e same to the Tax	Collector and make tax deed application thereon:
Account Number	Certificate No.	Date	Legal Description
09-1899-000	2021/3803	06-01-2021	S 396 FT OF E 165 FT OF W 660 FT OF S1/2 OF SW1/4 OF SW1/4 LESS E 10 FT LESS RD R/W OR 5897 P 845
<ul> <li>pay all delinquent</li> <li>pay all Tax Collector</li> <li>Sheriff's costs, if an</li> </ul>	ding tax certificates plus in and omitted taxes, plus in or's fees, property informat oplicable. ificate on which this applic	nterest covering th	
Electronic signature on file ASSEMBLY TAX 36, LLC ASSEMBLY TAX 36 LLC F PO BOX 12225 NEWARK, NJ 07101-341	BO SEC PTY		04-17-2023
Applica	int's signature	<del> </del>	Application Date

**Real Estate Search** 

**Tangible Property Search** 

Sale List





3/31/2015 12:00:00 AM

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

Last Updated:05/03/2023 (tc.4315)

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2023036284 5/8/2023 11:41 AM
OFF REC BK: 8973 PG: 1153 Doc Type: TDN

# NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That ASSEMBLY TAX 36 LLC holder of Tax Certificate No. 03803, 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:

S 396 FT OF E 165 FT OF W 660 FT OF S1/2 OF SW1/4 OF SW1/4 LESS E 10 FT LESS RD R/W OR 5897 P 845

SECTION 39, TOWNSHIP 1 S, RANGE 31 W

TAX ACCOUNT NUMBER 091899000 (1023-41)

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

#### PEDRO A PEREZ

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 October, which is the 4th day of October 2023.

Dated this 5th day of May 2023.

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

COMPTRO

PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA



#### PROPERTY INFORMATION REPORT

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

CERTIFICATE #:	2021-3803
THE LIABILITY FOR ERROUTE PROPERTY IN THE INSTRUCTIONS GIVEN by the libed herein together with current or unsatisfied leases, mortage ooks of Escambia County, Floche responsibility of the party	ORS OR OMISSIONS IN THIS Y NAME IN THE PROPERTY NFORMATION REPORT.  user named above includes a rent and delinquent ad valorem
or nature; easements, restricti	w or in subsequent years; oil, gas, ions and covenants of record; rould be disclosed by an accurate
	cument attached, nor is it to be as any other form of guarantee or
perty Information Report and	the documents attached hereto.
luding June 28, 2023	Abstractor: Pam Alvarez
	THE LIABILITY FOR ERROUTE THE LIABILITY FOR ERROUTE TO STATE PROPERTY IT the instructions given by the libed herein together with curen or unsatisfied leases, mortholoks of Escambia County, Flohe responsibility of the party listed is not received, the offers and assessments due now or nature; easements, restrict and any other matters that we ditty or sufficiency of any doctitle, a guarantee of title, or a poerty Information Report and

Michael A. Campbell,

THE ATTACHED REPORT IS ISSUED TO:

SCOTT LUNSFORD, ESCAMBIA COUNTY TAX COLLECTOR

As President

BY

Dated: July 19, 2023

#### PROPERTY INFORMATION REPORT

**CONTINUATION PAGE** 

July 19, 2023

Tax Account #: 09-1899-000

1. The Grantee(s) of the last deed(s) of record is/are: **PEDRO PEREZ** 

By Virtue of Corporate Warranty Deed recorded 5/4/2006 in OR 5897/845 and Quit Claim Deed recorded 3/7/2022 in OR 8735/1346

ABSTRACTOR'S NOTE: A PORTION OF THE PROPERTY WAS SOLD TO ZENAIDA PALACIOS BY QUIT CLAIM DEED RECORDED 03/07/2022. COPY IS INCLUDED AND SHE HAS BEEN ADDED FOR NOTICE BUT NOTE THE PARCEL DEEDED HAS NOW BEEN GIVEN A SEPARATE PARCEL TAX ACCOUNT OF 09-1899-010 COPY ALSO INCLUDED

- 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 Brenda Johnson recorded 5/20/2020 OR 8298/1891
- 4. Taxes:

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

Tax Account #: 09-1899-000 Assessed Value: \$43,457.00

**Exemptions: NONE** 

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

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

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

#### PERDIDO TITLE & ABSTRACT, INC.

#### PROPERTY INFORMATION REPORT

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

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

**CERTIFICATION: TITLE SEARCH FOR TDA** 

TAX DEED SALE DATE:	OCT 4, 2023			
TAX ACCOUNT #:	09-1899-000			
CERTIFICATE #:	2021-3803			
those persons, firms, and/or agencies having l	Statutes, the following is a list of names and addresses of legal interest in or claim against the above-described ificate is being submitted as proper notification of tax deed			
YES NO  ☐ Notify City of Pensacola, P.O. I ☐ Notify Escambia County, 190 G ☐ Homestead for 2022 tax year	Governmental Center, 32502			
PEDRO PEREZ AKA PEDRO A PEREZ 4910 SAUFLEY FIELD RD PENSACOLA, FL 32523	PEDRO A PEREZ 4910 OLD SAUFLEY FIELD DR PENSACOLA, FL 32526			

PEDRO A PEREZ 4916 OLD SAUFLEY FIELD DRIVE PENSACOLA, FL 32526 BRENDA JOHNSON 111 PINEDA AVENUE PENSACOLA, FL 32503

ZENAIDA PALACIOS 4916 SAUFLEY FIELD RD PENSACOLA, FL 32526

Certified and delivered to Escambia County Tax Collector, this 14<sup>th</sup> day of July, 2023.

PERDIDO TITLE & ABSTRACT, INC.

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

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

#### PROPERTY INFORMATION REPORT

July 19, 2023 Tax Account #:09-1899-000

# LEGAL DESCRIPTION EXHIBIT "A"

S 396 FT OF E 165 FT OF W 660 FT OF S1/2 OF SW1/4 OF SW1/4 LESS E 10 FT LESS RD R/W OR 5897 P 845 OR 8735 P 1346

**SECTION 39, TOWNSHIP 1 S, RANGE 31 W** 

TAX ACCOUNT NUMBER 09-1899-000(1023-41)

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

Recorded in Public Records 05/04/2006 at 10:24 AM OR Book 5897 Page 845, Instrument #2006044527, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording \$10.00 Deed Stamps \$1050.00

Corporate	Warranty	<b>Deed</b>
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This Indenture, made this 2nd day of May A.D. 2006 , Between

Mooney Construction, Inc.

whose post office address is: 7488 Pine Lake Circle Milton, FL 32570

a corporation existing under the laws of the

State of Florida , Grantor and

Zenaida Palacios and Pedro A. Perez, wife and husband

whose post office address is: 4916 Old Saufley Field Drive Pensacola, FL 32526

Grantees' Tax Id # :

Grantee,

Witnesseth, that the said Grantor, for and in consideration of the sum of ( Ten & NO/100 )

Dollars, to it in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee forever, the following described land, situate, lying and being in the County of

Escambia , State of Florida, to wit:

The South 396 feet of the East 165 feet of the West 660 feet of
the South 1/2 of the Southwest 1/4 of the Southwest 1/4, Section
39, Township 1 South, Range 31 West, Escambia County, Florida,
less and except the East 10 feet for road right of way and less
and except the South 50 feet thereof contained in the right of
way of Saufley Field Road (State Road No. 296).

Parcel I.D. #391S313315000000

Subject to covenants, restrictions and easements of record. Subject also to taxes for 2006 and subsequent years.

And the said Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, the said Grantor has caused this instrument to be executed in its name by its duly authorized officer and caused its corporate seal to be affixed the day and year first above written.

Signed, and sealed in Our Presence:

Robert Combs

Indian Comer

Richard Combs

Mooney Construction, Inc.

Gregory L. Mooney President

its

(Corporate Seal)

State of

County of

Florida Escambia

The foregoing instrument was acknowledged before me this

2nd day of Ma

**,** 

of Gregory L. Mooney, President Mooney Construction, Inc.

a corporation existing under the laws of the State of He/She is personally known to me or has produced

ින්මෙහි **, කොම්** රාතු වීම ම පමුදුර **මේ ව**ණයක් ලබා

PREPARED BY: Robert Combs RECORD & RETURN TO: Southern Guaranty Title Company 4400 Bayou Blvd., Suite 13B Pensacola, Florida 32503 , on behalf of the corporation.

as identification.

Notary Public Print Name: My Commission

Florida

ROBERT KETTH COMBS

BOBERT KETTH COMBS

ANY COMMISSION # DD 262463

EXPIRES February 10, 2008

BOBERT KETTH COMBS

ANY COMMISSION # DD 262463

EXPIRES February 10, 2008

BOBERT KETTH COMBS

CWD-1 6/99 , by

2006

Recorded in Public Records 3/7/2022 8:56 AM OR Book 8735 Page 1346, Instrument #2022022803, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording \$10.00 Deed Stamps \$0.70

> Prepared by and return to: Benjamin Alexander, Esq. Tidwell & Associates, P.A. 811 North Spring Street Pensacola, Florida 32501 (without benefit of title search)

The preparer of this Quit Claim Deed represents that: this Quit Claim Deed has been prepared at the express direction of the Grantor and Grantee solely from the legal description provided to the preparer by the Grantor and Grantee; that no title search, survey, or inspection of the property described below has been performed by the preparer; that the title to the property described below has not been examined by the preparer; and that the preparer makes no representations, warranties or guarantees whatsoever as to the status of the title to or ownership of said property.

[Space Above This Line For Recording Data]

#### Quit Claim Deed

This Quit Claim Deed is made to complete the Dissolution of Marriage proceedings between the Grantor and Grantee.

This Quit Claim Deed made this 3 day of March, 2022, between Zenaida Palacios, whose post office address is: 4916 Saufley Field Road, Pensacola, Florida 32526, as grantor; and Pedro Perez whose post office address is: 4910 Saufley Field Road, Pensacola, Florida 32526, as grantee:

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

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, does hereby remise, release, and quitclaim to the said grantee, and grantee's heirs and assigns forever, all the right, title, interest, claim and demand which grantor has in and to the following described land, situate, lying and being in ESCAMBIA County, Florida to-wit:

THE SOUTH 396 FEET OF THE EAST 165 FEET OF THE WEST 660 FEET THE SOUTH ½ OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼, SECTION 39, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, LESS AND EXCEPT THE EAST 10 FEET FOR ROAD RIGHT OF WAY AND LESS AND EXCEPT THE SOUTH 50 FEET THEREOF CONTAINED IN THE RIGHT OF WAY OF SAUFLEY FIELD ROAD (STATE ROAD NO. 296).

#### Parcel ID No.: 391S313315000000.

To Have and to Hold, the same together with all and singular the appurtenances thereto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of grantors, either in law or equity, for the use, benefit and profit of the said grantee forever.

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

Signed, sealed and delivered in our presence:

WITNESSES:

Witness Signature:

Witness Print Name:

Zenaida Palacios

Witness Signature: Witness Print Name:

STATE OF COUNTY OF **FLORIDA ESCAMBIA** 

The foregoing instrument was acknowledged before me this 3 day of March, 2022, by Zenaida Palacios, by means of physical presence and who produced a driver's license

as identification

KELLEY PARKER
Notary Public - State of Florida
Commission # GG 254709
My Comm. Expires Dec 28, 2022 Bonded through National Notary Assn

Type of Document: Quit Claim Deed Document Date: January 27, 2022

Total Number of Pages: 1

Recorded in Public Records 3/7/2022 8:56 AM OR Book 8735 Page 1347, Instrument #2022022804, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording \$10.00 Deed Stamps \$0.70

**NEW LESS OUT PARCEL** 

Prepared by and return to: Benjamin Alexander, Esq. Tidwell & Associates, P.A. 811 North Spring Street Pensacola, Florida 32501 (without benefit of title search)

The preparer of this Quit Claim Deed represents that: this Quit Claim Deed has been prepared at the express direction of the Grantor and Grantee solely from the legal description provided to the preparer by the Grantor and Grantee; that no title search, survey, or inspection of the property described below has been performed by the preparer; that the title to the property described below has not been examined by the preparer; and that the preparer makes no representations, warranties or guarantees whatsoever as to the status of the title to or ownership of said property.

[Space Above This Line For Recording Data]

#### Quit Claim Deed

This Quit Claim Deed is made to complete the Dissolution of Marriage proceedings between the Grantor and Grantee.

3 day of March, 2022, between Pedro Perez whose post office This Quit Claim Deed made this address is: 4910 Saufley Field Road, Pensacola, Florida 32526 as grantor, and Zenaida Palacios, whose post office address is: 4916 Saufley Field Road, Pensacola, Florida 32526, as grantee;

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

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, does hereby remise, release, and quitclaim to the said grantee, and grantee's heirs and assigns forever, all the right, title, interest, claim and demand which grantor has in and to the following described land, situate, lying and being in ESCAMBIA County, Florida to-wit:

THE WESTERN 20 FEET OF THE SOUTH 396 FEET OF THE EAST 165 FEET OF THE WEST 660 FEET THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, SECTION 39, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, LESS AND EXCEPT THE EAST 10 FEET FOR ROAD RIGHT OF WAY AND LESS AND EXCEPT THE SOUTH 50 FEET THEREOF CONTAINED IN THE RIGHT OF WAY OF SAUFLEY FIELD ROAD (STATE ROAD NO. 296).

Parcel ID No.: 391S313315000000.

To Have and to Hold, the same together with all and singular the appurtenances thereto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of grantors, either in law or equity, for the use, benefit and profit of the said grantee forever.

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

Signed, sealed and delivered in our presence:

WITNESSES:

Witness Print Name

Witness Signature: Witness Print Name:

STATE OF

COUNTY OF

FLORIDA **ESCAMBIA** 

The foregoing instrument was acknowledged before me this 3 day of March, 2022, by Pedro Perez, by means of physical presence and who produced a driver's license

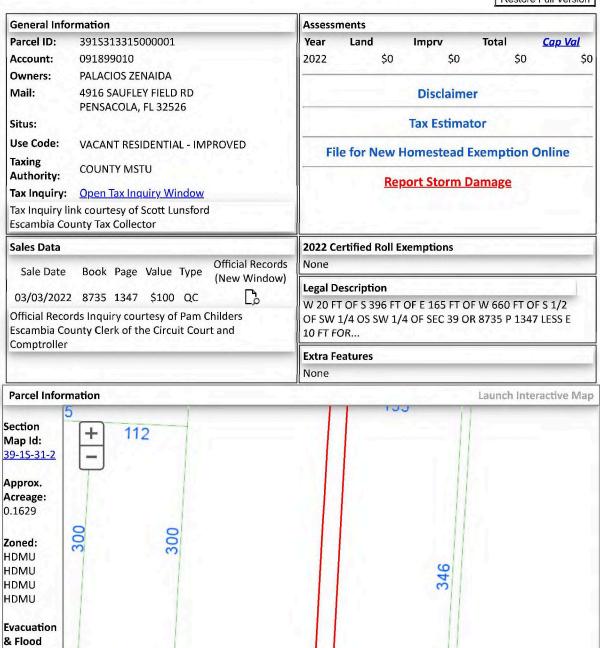
identifica KELLEY PARKER
Notary Public - State of Florida
Commission # GG 254709
My Comm. Expires Dec 28, 2022
Bonded through National Notary Assn.

Type of Document: Quit Claim Deed Document Date: February 17, 2022

Total Number of Pages

Source: Escambia County Property Appraiser

Restore Full Version



Information

Open Report 112

View Florida Department of Environmental Protection(DEP) Data

Buildings	
Images	
None	

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

Recorded in Public Records 5/20/2020 3:31 PM OR Book 8298 Page 1891, Instrument #2020040826, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording \$69.50 MTG Stamps \$70.00 Int. Tax \$40.00

> Prepared by and Rehim to: William E. Farrington, II Wilson, Harrell, Farrington, Ford, Wilson, Spain & Parsons, P.A. 307 South Palafox Street Pensacola, FL 32502 File # 1-55349

THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY SHALL BE THE OUTSTANDING PRINCIPAL AT THE TIME OF MATURITY TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UPON THE TERMSOF THIS MORTGAGE AND THAT CERTAIN PROMISSORY NOTE REFERENCED HEREIN

#### MORTGAGE

#### FOR USE WITH A SECURED REVOLVING CREDIT AGREEMENT

MAXIMUM LIEN. The total amount of indebtedness secured by this Mortgage may decrease or increase from time to time, but the maximum amount of principal indebtedness which may be outstanding at any one time shall not exceed \$20,000.00, plus interest, and amounts expended or advanced by Mortgagee for the payment of taxes, levies or insurance on the Premises, and interest on such amounts.

THIS MORTGAGE is made and entered into this 20th day of May, 2020, by and between Pedro A. Perez and Zenaida Palacios, husband and wife, whose address 4916 Old Saufley Field Drive, Pensacola, Florida 32526, (hereinafter "Mortgagor") and Brenda Johnson, whose address is 111 Pineda Avenue, Pensacola, Florida 32503, (hereinafter "Mortgagee").

WHEREAS, Mortgagor by its certain Line of credit Promissory Note (hereinafter the "LOC Note") bearing the same date as this Mortgage is indebted to Mortgagee in the initial principal sum of Twenty Thousand and No/100 Dollars (\$20,000.00) in lawful money of the United States of America, advanced by Mortgagee to Mortgagor according to the terms and conditions of the LOC Note to which reference is hereby made. Any unpaid remaining balance provided for in the Note must be paid in full not later than May 20, 2021.

NOW THEREFORE, in consideration of said indebtedness and for better securing the payment of the same, and all other sums provided for in the LOC Note or herein, to Mortgagee, and those covenants and agreements hereinafter expressed, Mortgagor does hereby grant, convey, and mortgage unto Mortgagee a security interest in the real property (herein called "Land" or "Premises") located in Escambia County, Florida and more particularly described as follows:

#### SEE ATTACHED EXHIBIT "A"

TOGETHER WITH any and all buildings and improvements erected or hereinafter erected thereon.

TOGETHER WITH any and all furniture, fixtures, appliances, window treatments, and all machinery, equipment, and other articles of property, whether real estate or not, now or at any time hereafter attached or situated in or upon, and used or useful in the operation of, the Land or the buildings and improvements erected or hereafter erected thereon or of any business now or hereafter operated by the owner or any occupant of the mortgaged property or any part thereof.

TOGETHER WITH all buildings, materials, furnishings, fixtures, machinery, and equipment delivered on site to the Land during the course of construction of any buildings or improvements or thereafter, if intended for addition thereto, or incorporation therein or thereon or if suitable for any such use.

TOGETHER WITH all and singular the tenements, hereditaments, and appurtenances belonging to the Land or any part thereof, hereby mortgaged or intended so to be, or in any way appertaining thereto, including but not limited to all income, rents, and profits arising there from, all other rights, liberties, and privileges of whatsoever kind or character, the reversions and remainders, and all the estate, right, title, interest, property, equity, of Mortgagor, in and to all of the foregoing or any or every part thereof (said Land, buildings, improvements, fixtures, machinery, equipment, tenements, and other property interests being hereinafter collectively called "Premises").

TO HAVE AND TO HOLD the Premises unto the Mortgagee, its successors, and assigns forever.

REVOLVING LINE OF CREDIT. This Mortgage secures the indebtedness including, without limitation, a revolving line of credit under which, upon request by Mortgagor, Mortgagee, within one (1) year of the date of this Mortgage, may make future advances to Mortgagor. To govern future advances,

Mortgagor has executed a Credit Line Agreement for Revolving Line Of Credit ("Credit Agreement"), of even date herewith. Such future advances, together with interest thereon, are secured by this Mortgage. Such advances may be made, repaid, and remade from time to time, subject to the limitation that the total outstanding balance owing at any one time, not including finance charges on such balance, any temporary overages, other charges, and any amounts expended or advanced as provided herein, shall not exceed Twenty Thousand and 00/100 Dollars (\$20,000.00). It is the intention of the Mortgagor and Mortgagee that this Mortgage secures the balance outstanding under Promissory Note executed of even date herewith from time to time from zero up to \$20,000.00.

#### ARTICLE I COVENANTS

Mortgagor hereby covenants and agrees with Mortgagee, as follows:

#### Warranty of Title

1.1 Mortgagor warrants that the land is free from all liens, encumbrances, easements, rights-of-way, restrictions, covenants, reservations, or other conditions except as herein disclosed.

Mortgagor will warrant and defend Premises, with the above mentioned appurtenances, to the said Mortgagee, its successors, and assigns, forever, against all lawful claim or claims and demands whatsoever, except those herein set forth.

And for a valuable consideration each of the undersigned does hereby remise, release, and forever quitclaim to the said Mortgagee, its successors and assigns, all right, title, and interest of every kind in the above described Premises.

#### Payment of Indebtedness

1.2 Mortgagor shall pay to Mortgagee the principal of and interest upon the Note according to the terms of the Note secured hereby, reasonable charges fixed by Mortgagee to satisfy and discharge this Mortgage of record, and all other sums hereby secured; and shall keep and perform every other covenants and agreement of such Note and this Mortgage.

#### Waste and Maintenance of Premises

1.3 Mortgagor shall abstain from and not permit the commission of waste in or about the Premises; shall not remove or demolish, or alter the structural character of, any building at any time erected on the Premises without the prior written consent of Mortgagee; shall maintain the Premises in good condition and repair, reasonable wear and tear excepted. Mortgagee shall have the right, but not the duty, to enter upon the Premises at any reasonable hour to inspect the order, condition, and repair thereof, including the interiors of any buildings and improvements located thereon.

#### Insurance Obligation

14 Mortgagor will procure, deliver to, and maintain for the benefit of Mortgagee during the continuance of this Mortgage and until the same is fully satisfied and released, a policy or policies of insurance insuring the buildings and improvements now existing or hereafter erected on the said Land against loss or damage by fire, lightning, windstorm, hail, explosion, riot, civil commotion, aircraft, vehicles, smoke, and such other hazards, casualties, and contingencies as Mortgagee may designate, including, but without limitation, war risks (as when, and to the extent insurance against war risks is obtainable from the United States of America or any agency thereof). All policies of insurance required hereunder shall be in such form, companies, and amounts as Mortgagee may accept, and shall contain a Mortgagee clause acceptable to Mortgagee, with loss payable to Mortgagor and Mortgagee as their interests may appear. Mortgagor will promptly pay when due any premiums on any policy or policies of insurance required hereunder, and will deliver to Mortgagee renewals of such policy or policies at least ten (10) days prior to the expiration date(s) thereon, the said policies and renewals to be marked "paid" by the issuing company or agent. Upon Mortgagor's failure to comply with the requirements of this paragraph, Mortgagee may, in its discretion, effect any insurance required hereunder and pay the premiums due therefore, and any amounts so paid by Mortgagee shall become immediately due and payable by Mortgagor with interest at the highest rate allowed by law and shall be secured by this Mortgage.

Mortgagor will procure, deliver to, and maintain for the benefit of Mortgagee during the continuance of this Mortgage and until the same is fully satisfied and released, a policy or policies of insurance with respect to the Mortgaged Property commercial public liability insurance against liability for personal injury (including injury and death) and property damage, of not less than \$1,000,000.00; such commercial public liability insurance shall specifically include, but not be limited to, water damage liability, products liability, and contractual indemnification. Such insurance shall name Mortgagee as additional insured. All renewals or replacements of any insurance policy must be received by Mortgagee thirty (30) days prior to the date of renewal to assure no lapse in coverage. Mortgagor shall furnish Mortgagee with

evidence satisfactory to Mortgagee of payment of premium and re-issuance of a policy continuing insurance in force. All policies shall contain a provision that such policies shall not be cancelled or materially amended, which terms shall include any reductions in the scope or limits of coverage, without at least thirty (30) days prior written notice to Mortgagee.

In the event of any loss or damage, Mortgagor will give prompt notice thereof to Mortgagoe. All proceeds of insurance in the event of such loss or damage shall be payable jointly to the Mortgagor, its successors and assigns, and the Mortgagoe. All funds will be utilized by Mortgagor to the extent necessary to restore the Premises to substantially the same condition as the Premises existed prior to the loss or damage, unless the Mortgagor shall elect not to do so. In the latter event, Mortgagoe shall then apply the proceeds to the then existing indebtedness and the balance shall be paid to the Mortgagor

#### Payment of Taxes and Other Charges

1.5 Mortgagor shall pay all real estate taxes, water and sewer rents, other similar claims and liens assessed of which may be assessed against the Premises or any part thereof, without any deduction, defalcation, or abatement, not later than ten (10) days before the date on which such taxes, water and sewer rents, claims and liens commence to bear interest or penalties, and not later than such dates, shall upon request from Mortgagee produce to Mortgagee receipts for the payment thereof in full and shall pay any other tax, assessment, claim, lien, or encumbrance which may at any time be or become a lien upon the Premises prior to the lien of this Mortgage; provided, however, that if Mortgagor shall in good faith, and by proper legal action, contest any such taxes, claims, liens, encumbrances, or other charges, or the validity thereof, and shall in such event have established on its books, or by deposit of cash with Mortgagee (as Mortgagee may elect), a reserve for the payment thereof in such amount as required to pay the same, produce such receipts, during the maintenance of said reserve the Mortgagor shall not be required to pay the same and as long as such contest operates to prevent collection, and so long as the contest is maintained and prosecuted with diligence, and shall not have been terminated or discontinued adversely to Mortgagor.

#### Payment of Future Taxes

1.6 If at any time the United States Government or any department or bureau thereof shall require internal revenue stamps on the Note secured hereby, upon demand Mortgagor shall pay for same; and in the event of a default of such payment within fifteen (15) days after demand for same, the holder of the Note may pay for such stamps and add the amount so paid to the principal indebtedness evidenced by the Note and secured by this Mortgage, and said additional principal shall bear interest at the highest rate allowed by law. If any law or ordinance adopted hereafter imposes a tax on Mortgagee with respect to the Premises, the value of Mortgagor's equity therein, the amount of the indebtedness secured hereby, the Note or this Mortgage, Mortgagee shall have the right at his election from time to time to give Mortgagor sixty (60) days' written notice to pay such indebtedness secured hereby, whereupon such indebtedness shall become due, payable, and collectible at the expiration of such period of sixty (60) days, unless prior thereto, lawfully and without violation of usury laws, Mortgagor has paid any such tax in full as the same become due and payable, in which event such notice shall be deemed to have been rescinded with respect to any right of Mortgagee hereunder arising by reason of the tax so paid. No prepayment charge or premium shall apply to any payment of the indebtedness secured hereby pursuant to any such notice, if the payment is made before the expiration of such period of sixty (60) days.

#### Security Agreement

1.7 This Mortgage creates a security interest in the property included in Premises and constitutes a security agreement under the Uniform Commercial Code. Mortgagor shall execute, file, and re-file such financing statements or other security agreements as Mortgagee shall require from time to time with respect to property included in Premises.

#### Condemnation and Arbitration

1.8 If any part of the Premises but less than all are taken or acquired, either temporarily or permanently, by any condemnation proceeding or by the right of eminent domain, any award or payment received by the Mortgagor shall be payable jointly to the parties hereto. Said payment or award shall be first utilized to restore or repair any damage to the Premises occasioned by said taking. Thereafter, the Mortgagor shall receive that proportion of the award or payment that the award or payment shall bearto the sum of all amounts due to Mortgagoe hereunder as of the time of the payment of said award. Said amount shall be applied to the then existing balance due the Mortgagoe and the remaining portion of the award or payment shall be payable to the Mortgagor. If either the Mortgagor or the Mortgagoe shall feel that the sum of the award shall not represent the fair market value of the Premises immediately prior to the taking, the party may demand a determination of the fair market value of the Premises. In which event, each party shall, within five (5) days from the delivery of said notice appoint an appraiser to determine the fair market value of the Premises. Thereafter, said appraisers shall appoint a third appraiser in accordance with the rules of the American Arbitration Association. Said third appraiser shall be appointed within ten (10) days after the appointment of the initial two appraisers. Within twenty (20)

days after the appointment of the third appraiser, the appraisers shall by majority vote determine the fair market value of the Premises. Said proceedings shall be conducted in accordance with rules and regulations of the American Arbitration Association and all proceedings shall be held in Escambia County, Florida. Thereupon, the Mortgagee shall receive that portion of the award or payment as the award or payment shall bear to the fair market value of the Premises as determined by the foregoing proceedings and said amount shall be applied to the then unpaid balance of the obligation secured hereby.

In the event that all of the Premises are so taken or acquired by any condemnation proceedings or by the right of eminent domain, any award or payment received by the Mortgagor shall be paid to the Mortgagee for application against the then existing balance and any remaining portion of the award or payment shall be retained by the Mortgagor.

#### Compliance With Ordinances

1.9 Mortgagor shall comply with any municipal ordinance or regulation affecting the Premises within thirty (30) days after notice thereof; provided, however, thatif Mortgagor shall in good faith, and by proper legal action, contest any such ordinance orregulation, or the validity thereof, then Mortgagor shall not be required to complytherewith so long as such contest operates to prevent enforcement, and is maintained and prosecuted with diligence, and shall not have been terminated or discontinued adverselyto Mortgagor.

#### ARTICLE II DEFAULT AND BREACH

- 2.1 The following shall constitute Events of Default hereunder:
- (1) The failure of Mortgagor to pay any installment of principal or interest under the Note within ten (10) days of the date that the same is payable.
- (2) The failure of Mortgagor to pay any other sum required to be paid in the Note or in this Mortgage when the same is payable.
- (3) The failure of Mortgagor to perform any covenants or a greements in the Note or in this Mortgage, or in any other document executed in connection therewith.
- (4) Any assignment for the benefit of the Mortgagor's creditors, or other proceedings intended to liquidate or rehabilitate Mortgagor's estate, or Mortgagor's becoming insolvent within the meaning of the Federal Bankruptcy Act.
- (5) The occurrence of any Event of Default as defined in the Note, the Mortgage, or any other document executed in connection therewith.
- (6) Failure of Mortgagor to duly keep, perform and observe any other covenant, condition, agreement or guaranty with Mortgagee on any other instrument securing this obligation, or on any other instrument collateral to the obligation of the Mortgagor or any personal guaranty hereof executed in connection with the sums evidenced herein (hereinafter "Mortgagor's Obligations"). An event of default, or an event that but for the passage of time or giving of notice or both, would constitute an event of default, under any of the Mortgagor's Obligations, shall constitute a default under all of the Mortgagor's Obligations, in which event, any and all amounts due to Mortgagee shall become immediately due and payable in full, and Mortgagee shall have the full right and authority to pursue any and all rights and remedies to which it may be entitled to, including the right to demand payment in full by Mortgagor of all amounts due.

#### Remedies for Default

- 2.2 Upon the happening of any one or more of said Events of Default, the entire unpaid balance of the principal, the accrued interest, and all other sums secured by this Mortgage shall, at the option of Mortgagee, become immediately due and payable without notice or demand, and in any such Event of Default Mortgagee may forthwith:
- Institute an action of mortgage foreclosure, or take such other action, as the law may allow, at law or in equity, for the enforcement thereof and realization on the mortgage security or any other security which is herein or elsewhere provided for, and proceed thereon to final judgment and execution thereon for the entire unpaid balance of said principal sum, with interest at the rate stipulated in the Note to the date of default and thereafter at the highest rate allowed by law, together with all other sums secured by this Mortgage, all costs of suit, interest at the highest rate allowed by law on any judgment obtained by Mortgagee from and after the date of Sheriff's Sale of the Premises

(which may be sold in one parcel or in such parcels, manner, or order as Mortgagee shall effect) until actual payment is made by the Sheriff of the full amount due the Mortgagee; or

#### Possession and Receivership

(2) Enter into possession of the Premises, with or without legal action, and by force if necessary: lease the same; collect all rents and profits there from and, after deducting all costs of collection and administration expense, apply the net rents and profits to the payment of taxes, water and sewer rents, charges and claims, insurance premiums, and all other carrying charges (including but not limited to agents' compensation and fees and costs of counsel and receivers) and to the maintenance, repair, or restoration of the Premises, or on account and in reduction of the principal or interest, or principal and interest, hereby secured, in such order and amounts as Mortgagee in Mortgagee's sole discretion may elect; and have a receiver appointed to enter into possession of the Premises, collect the rents and profits there from, and apply the same as the court may direct. Mortgagee shall be liable to account only for rents and profits actually received by Mortgagee.

#### Remedy for Breach

2.3 If Mortgagor fails to pay any tax, claim, lien, or encumbrance which shall be or become prior in lien to this Mortgage, or to pay any insurance premium as aforesaidor to keep the Premises in repair, as aforesaid, or commits or permits waste, thenMortgagee, at its option, may pay said claim, lien, encumbrance, tax, assessment, orpremium, with right of subrogation there under, may make such repairs and take such steps as it deems advisable to prevent or cure such waste, and may appear in any action orproceeding with respect to any of the foregoing and retain counsel therein, and take such action therein as Mortgagee deems advisable, and for any of said purposes Mortgageemay advance such sums of money as it deems necessary. Mortgagor will pay toMortgagee, immediately and without demand, all sums of money advanced by Mortgageepursuant to this paragraph, together with interest on each such advance at the highest rateallowed by law, and all such sums and interest thereon shall be secured hereby.

#### **Assignment of Leases and Rents**

As further security for payment of the indebtedness and performance of the obligations, covenants, and agreements secured hereby, Mortgagor hereby assigns to Mortgagee all leases already in existence and to be created in the future, together with all rents to become due under existing or future leases. This assignment, however, shall be operative only in the event of an occurrence of a default hereunder, or under the Note or other instrument of collateral hereto, or document executed in connection therewith remaining uncured at the expiration of the grace period, if any, provided above in respect to such default; and in any such case Mortgagor hereby confers on Mortgagee the exclusive power, to be used or not in its sole discretion, to act as agent, or to appointing a third person to act as agent for Mortgagor, with power to take possession of, and collect all rents arising from, the Premises and apply such rents, at the option of Mortgagee, to the payment of the mortgage debt, taxes, costs of maintenance, repairs, expenses incident to managing, and other expenses, in such order of priority as Mortgagee may in its sole discretion determine, and to turn any balance remaining over to Mortgagor, but such collection of rents shall not operate as an affirmance of the tenant or lease in the event Mortgagor's title to the Premises should be acquired by Mortgagee. Mortgagee shall be liable to account only for rents and profits actually received by Mortgagee. In exercising any of the powers contained in this paragraph Mortgagee may also take possession of, and for these purposes use, any and all personal property contained in the Premises and used by Mortgagor in the rental or leasing thereof or any part thereof.

#### ARTICLE III SATISFACTION AND RELEASE

#### Satisfaction of Mortgage

3.1 If Mortgager complies with the provisions of this Mortgage and pays to Mortgagee said principal sum, and all other sums payable by Mortgager to Mortgagee as are hereby secured, in accordance with the provisions of the Note and in the manner and at the times therein set forth, without deduction, fraud, or delay, then and from thence forth this Mortgage, and the estate hereby granted, shall cease and become void, anything hereinbefore contained to the contrary notwithstanding.

#### Transfer of Title by Mortgagor

3.2 Any transfer by sale, gift, devise, operation of law or otherwise of the fee title interest in all or any portion of the mortgaged Premises shall have the same consequences as an event of default respecting the indebtedness secured hereby, and upon such transfer, Mortgagee, without prior notice or the elapse of any period of grace or the right to cure, shall have the right to declare all sums secured hereby immediately due and payable, and upon failure by Mortgagor to make such payment within thirty

(30) days of written demand therefore, Mortgagee shall have the right to execute all remedies provided in the Note, this Mortgage, or otherwise at law.

### ARTICLE IV MISCELLANEOUS

#### Notice

4.1 A notice which is mailed by certified mail to Mortgagor or to the person or persons who are then the owner or owners of the Premises at the Premises, or at such other address as Mortgagor shall designate to Mortgagee in writing, shall be sufficient notice when required under this Mortgage.

#### Waiver of Defenses and Certain Notices

4.2 To the extent allowed by law: Mortgagor hereby waives and releases: (1) all errors, defects, and imperfections in any proceedings instituted by Mortgagee under this Mortgage; (2) all benefit that might accrue to Mortgagor by virtue of any present or future laws exempting the Premises, or any part of the proceeds arising from any sale thereof, from attachment, levy, or sale under execution, or providing for any stay of execution exemption from civil process, or extension of time for payment; (3) all notices not herein elsewhere specifically required, of Mortgagor's default or of Mortgagee's exercise, or election to exercise, any option under this Mortgage; and (4) TRIAL BY JURY.

#### Cumulation Rights and Remedies

4.3 The rights and remedies of Mortgagee as provided herein, or in said Note, and the warranties therein contained, shall be cumulative and concurrent, and may be pursued singly, successively, or together at the sole discretion of Mortgagee, and may be exercised as often as occasion therefore shall occur; and the failure to exercise such right or remedy shall in no event be construed as a waiver or release of the same.

#### Lawful Rates of Interest

4.4 All agreements between Mortgagor and Mortgagee are hereby expressly limited so that in no contingency or event whatsoever shall the amount paid, or agreed to be paid, to Mortgagee for the use, forbearance, or detention of the money due under the Note secured hereby exceed the maximum amount permissible under applicable law. If, due to any circumstances whatsoever, fulfillment of any provision hereof, at the time performance of such provision shall be due, shall involve transcending the limit of validity prescribed by law, then the obligation to be fulfilled shall be reduced to the limit of such validity, and if from any circumstances Mortgagee should ever receive as interest an amount that would exceed the highest lawful rate, such amount that would be excessive interest shall be applied to the reduction of the principal amount owing under the Note secured hereby and not to the payment of interest.

#### State Law to Apply

4.5 This Mortgage shall be construed under and in accordance with the laws of the State of Florida, and all obligations of the parties created hereunder are performable in Escambia County, Florida.

#### **Parties Bound**

4.6 This Mortgage shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Mortgage.

#### Severability

4.7 In case any one or more of the provisions contained in this Mortgage shall be for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Mortgage shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

#### Time of Essence

4.8 Time is of the essence of this Mortgage.

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#### Construction

4.9 The words "Mortgagor" and "Mortgagee" include singular or plural, individual or corporation, and the respective heirs, executors, administrators, successors, and assigns of Mortgagor and Mortgagee, as the case may be. The use of any gender applies to all genders. If more than one party is named as Maker, the obligation hereunder of each such party is joint and several.

#### Captions

4.10 The captions herein are inserted only for convenience of reference and in no way define, limit, or describe the scope or intent of this Mortgage or any particular paragraph or section hereof, not the property construction hereof.

THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY SHALL BE THE OUTSTANDINGPRINCIPAL AT THE TIME OF MATURITY TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGE UPON THE TERMSOF THIS MORTGAGE AND THAT CERTAIN PROMISSORY NOTE REFERENCEDHEREIN

IN WITNESS WHEREOF, the Mortgagor has executed this Mortgage effective as of the 20th day of May, 2020.

MORTGAGOR:

Print: Pedro A. Perez

Print: Zenaida Palacios

STATE OF FLORIDA COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me by means of [1] physical presence or [3] online notarization this 20th day of May, 2020, by Pedro A. Perez and Zenaida Palacios, who is personally known to me or who has produced a driver's license as identification and has not taken an oath.

TONJIA BROWN Commission # GG 302994 Expires April 13, 2023 Sandel Toru Budget Notery Services

Sign:
Print:
Tonlia Brown

Notary Public, State of Florida Commission Number:

My Commission Expires:

7

BK: 8298 PG: 1898 Last Page

#### Exhibit "A"

The South 396 feet of the East 165 feet of the West 660 feet of the South 1/2 of the Southwest 1/4 of the Southwest 1/4, Section 39, Township 1 South, Range 31 West, Escambia County, Florida.

LESS AND EXCEPT the South 50 feet thereof, contained in the right of way of Saufley Field Road (State Road No. 296) and the East 10 feet thereof, for road right of way

File Number: 1-55349

#### STATE OF FLORIDA **COUNTY OF ESCAMBIA**

#### CERTIFICATE OF NOTICE OF MAILING NOTICE OF APPLICATION FOR TAX DEED

#### **CERTIFICATE # 03803 of 2021**

I, PAM CHILDERS, CLERK OF THE CIRCUIT COURT OF ESCAMBIA COUNTY, FLORIDA, do hereby certify that I did on August 17, 2023, mail a copy of the foregoing Notice of Application for Tax Deed, addressed to:

PEDRO A PEREZ

PEDRO A PEREZ

4910 OLD SAUFLEY FIELD DR 4916 OLD SAUFLEY FIELD DRIVE

PENSACOLA, FL 32526 PENSACOLA, FL 32526

PEDRO A PEREZ 4910 OLD SAUFLEY FIELD DR 111 PINEDA AVENUE

BRENDA JOHNSON

PENSACOLA, FL 32526 PENSACOLA, FL 32503

ZENAIDA PALACIOS 4916 SAUFLEY FIELD RD PENSACOLA, FL 32526

WITNESS my official seal this 17th day of August 2023.

**PAM CHILDERS** CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

#### 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 October 4, 2023, UNLESS THE TAXES ARE PAID. SHOULD YOU NEED FURTHER INFORMATION CONTACT THE CLERK OF THE CIRCUIT COURT IMMEDIATELY AT THE COUNTY COURTHOUSE IN PENSACOLA, FLORIDA, OR CALL 850-595-3793.

## NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That ASSEMBLY TAX 36 LLC holder of Tax Certificate No. 03803, 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:

S 396 FT OF E 165 FT OF W 660 FT OF S1/2 OF SW1/4 OF SW1/4 LESS E 10 FT LESS RD R/W OR 5897 P 845

**SECTION 39, TOWNSHIP 1 S, RANGE 31 W** 

TAX ACCOUNT NUMBER 091899000 (1023-41)

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

#### PEDRO A PEREZ

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 October, which is the 4th day of October 2023.

Dated this 14th day of August 2023.

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

COUNTITION OF THE COUNTITION

PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

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**Post Property:** 

**4910 SAUFLEY FIELD RD** 



PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

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#### **Personal Services:**

PEDRO A PEREZ 4910 OLD SAUFLEY FIELD DR PENSACOLA, FL 32526

COMPTRO

PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

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

TRAFFIC



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

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

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

# PAM CHILDERS, CLERK OF THE CIRCUIT COURT Tax Certificate Redeemed From Sale

Account: 091899000 Certificate Number: 003803 of 2021

# Payor: PEDRO A PEREZ 4912 OLD SAUFLEY FIELD DR PENSACOLA, FL 32526 Date 9/11/2023

Clerk's Check #	5508370411	Clerk's Total	\$497.04
Tax Collector Check #	1	Tax Collector's Total	\$3,037.61
		Postage	\$36.05
		Researcher Copies	\$0.00
		Recording	\$10.00
		Prep Fee	\$7.00
		Total Received	\$3,587.70

PAM CHILDERS
Clerk of the Circuit Court

Received By:\_ Deputy Clerk

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

Pam Childers CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY FLORIDA INST# 2023074050 9/11/2023 3:57 PM OFF REC BK: 9039 PG: 355 Doc Type: RTD

#### RELEASE OF NOTICE OF APPLICATION FOR TAX DEED

Pursuant to § 197.502(5)(c), Florida Statutes, the Escambia County Clerk of Court fully releases the Notice of Tax Deed Application recorded at Official Records Book 8973, Page 1153, of Escambia County, for the tax certificate, tax deed, and property described below:

Tax Certificate No. Certificate No. 03803, issued the 1st day of June, A.D., 2021

TAX ACCOUNT NUMBER: 091899000 (1023-41)

**DESCRIPTION OF PROPERTY:** 

S 396 FT OF E 165 FT OF W 660 FT OF S1/2 OF SW1/4 OF SW1/4 LESS E 10 FT LESS RD R/W OR 5897 P 845

**SECTION 39, TOWNSHIP 1 S, RANGE 31 W** 

NAME IN WHICH ASSESSED: PEDRO A PEREZ

Dated this 11th day of September 2023.

COMPTRO

PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

PEDRO A PEREZ [1023-41] 4916 OLD SAUFLEY FIELD DRIVE PENSACOLA, FL 32526

PEDRO A PEREZ [1023-41] 4910 OLD SAUFLEY FIELD DR PENSACOLA, FL 32526

9171 9690 0935 0127 2240 03

9171 9690 0935 0128 1049 91

PEDRO A PEREZ [1023-41] 4910 OLD SAUFLEY FIELD DR PENSACOLA, FL 32526 BRENDA JOHNSON [1023-41] 111 PINEDA AVENUE PENSACOLA, FL 32503

9171 9690 0935 0128 1049 84

9171 9690 0935 0128 1049 77

ZENAIDA PALACIOS [1023-41] 4916 SAUFLEY FIELD RD PENSACOLA, FL 32526

9171 9690 0935 0128 1049 60

Redeemed

# Pam Childers

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

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4910 OLD SAUFLEY FIELD DR PEDRO A PEREZ [1023-41]

PENSACOLA, FL 32526

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

Pensacola, FL 32502



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# Pam Childers

Clerk of the Circuit Court & Comptroller

221 Palafox Place, Suite 110 Pensacola, FL 32502, Official Records

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4910 OLD SAUFLEY FIELD DR PEDRO A PEREZ [1023-41]

PENSACOLA, FL 32526

# 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 ASSEMBLY TAX 36 LLC holder of Tax Certificate No. 03803, 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:

S 396 FT OF E 165 FT OF W 660 FT OF S1/2 OF SW1/4 OF SW1/4 LESS E 10 FT LESS RD R/W OR 5897 P 845

SECTION 39, TOWNSHIP 1 S. RANGE 31 W TAX ACCOUNT NUMBER 091899000 (1023-41)

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

#### PEDRO A PEREZ

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 October, which is the 4th day of October 2023.

Dated this 17th day of August 2023.

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

PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

By: Emily Hogg Deputy Clerk

4WR8/30-9/20TD

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-03803 in the Escambia County Court was published in said newspaper in and was printed and released on August 30, 2023; September 6, 2023; September 13, 2023; and September 20, 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 25th day of September, 2023, by MALCOLM BALLINGER, who is personally known to me.

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, NOTARY PUBLIC

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