

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

123.14

						110	3 1 10
Part 1: Tax Deed	Application Infor	mation					
Applicant Name Applicant Address	ASSEMBLY TAX 36, LLC ASSEMBLY TAX 36 LLC FBO SEC PTY PO BOX 12225 NEWARK, NJ 07101-3411			Application date		Apr 17, 2023	
Property description DEL GALLO JONATHAN A 1861 E BOBE ST PENSACOLA, FL 32503				Certificate #		2021 / 6528	
Don't O. Contilling	1861 E BOBE ST 14-2353-000 LT 6 AND W 26 FT OF LT 7 BLK 276 NEW CITY TRACT OR 5696/6132 P 1781/1847 CA 37			37	Date certificate issued		06/01/2021
	es Owned by App	·			Appi	<u> </u>	
Column 1 Certificate Numbe	Columi T Date of Certifi		_	olumn 3 ount of Certificate		Column 4 Interest	Column 5: Total (Column 3 + Column 4)
# 2021/6528	06/01/2	021		2,923.17		146.16	3,069.3
					1	→Part 2: Total*	3,069.3
Part 3: Other Cer	tificates Redeem	ed by App	olicant (C	other than Co	unty)	
Column 1 Certificate Number	Column 2 Date of Other Certificate Sale	Column 3 Face Amount of Other Certificate		Column 4 Tax Collector's F	ee	Column 5 Interest	Total (Column 3 + Column 4 + Column 5)
# 2022/7103	06/01/2022		3,149.45	6.25 157.47		3,313.1	
						Part 3: Total*	3,313.1
Part 4: Tax Colle	ctor Certified Am	ounts (Li	nes 1-7)		A.		
Cost of all certification	ficates in applicant's	possession	and other	r certificates red	eeme	ed by applicant of Parts 2 + 3 above)	6,382.5
2. Delinquent taxe	es paid by the applica	ant					0.0
3. Current taxes p	paid by the applicant						3,086.6
4. Property inform	ation report fee						200.0
5. Tax deed applic	cation fee						175.0
6. Interest accrue	d by tax collector und	ler s.197.54	42, F.S. (se	ee Tax Collecto	r Insti	ructions, page 2)	0.0
7.					To	tal Paid (Lines 1-6)	9,844.1
certify the above in have been paid, and	formation is true and that the property info	the tax cer	tificates, ir atement is	nterest, property attached.		mation report fee, an	d tax collector's fees
17						Escambia, Florida	3
Sign here: Signat	ture Tex Collector or Design	gnee			0	Date <u>May 1st, 202</u>	23
Sign here: Signat	11/1	_	Court by 10 da	ays after the date sig		Date <u>May 1st, 202</u> See Instructions on Page	

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.	
16.	Statutory opening bid (total of Lines 7, 14, 15, and 16 if applicable)	
L		
Sign h	ere: Date of sale 11/01/7. Signature, Clerk of Court or Designee	2023

INSTRUCTIONS + 625

Tax Collector (complete Parts 1-4)

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

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

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

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

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

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

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

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

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

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

Clerk of Court (complete Part 5)

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

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

APPLICATION FOR TAX DEED

Section 197.502, Florida Statutes

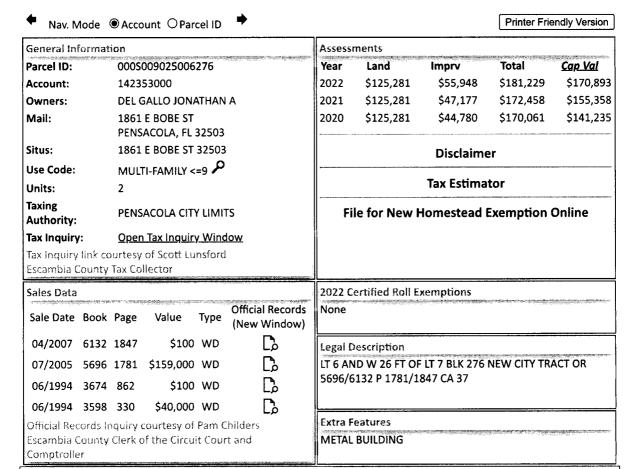
Application Number: 2300177

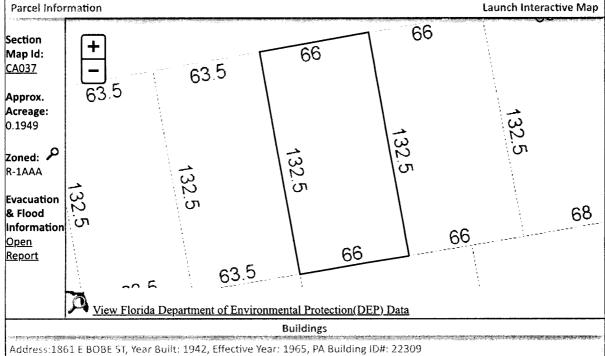
I,	
ASSEMBLY TAX 36, LLC ASSEMBLY TAX 36 LLC FBO SEC PTY PO BOX 12225 NEWARK, NJ 07101-3411,	
hold the listed tax certificate and hereby surrender the same to the Tax Collector and make tax deed applica	tion thereon:
Account Number Certificate No. Date Legal Description	
14-2353-000 2021/6528 06-01-2021 LT 6 AND W 26 FT OF LT 7 BLK 2 CITY TRACT OR 5696/6132 P 178	
 pay any current taxes, if due and redeem all outstanding tax certificates plus interest not in my possession, and pay all delinquent and omitted taxes, plus interest covering the property. pay all Tax Collector's fees, property information report costs, Clerk of the Court costs, charges and Sheriff's costs, if applicable. 	
Attached is the tax sale certificate on which this application is based and all other certificates of the same lega which are in my possession.	al description
Electronic signature on file ASSEMBLY TAX 36, LLC ASSEMBLY TAX 36 LLC FBO SEC PTY PO BOX 12225 NEWARK, NJ 07101-3411	
<u>04-17-2023</u> Applicant's signature Application Date	

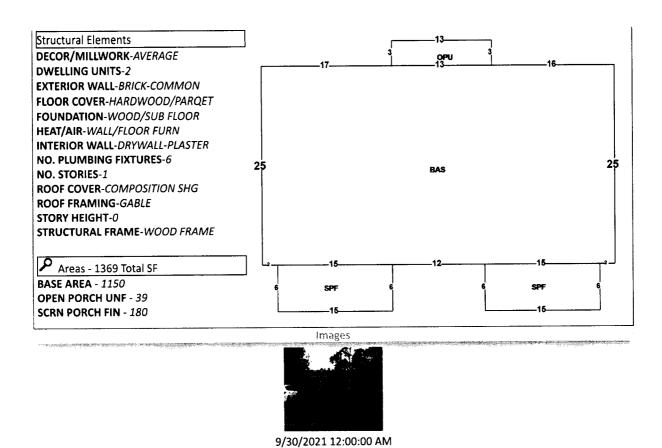
Real Estate Search

Tangible Property Search

Sale List







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:05/04/2023 (tc.3271)

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2023037287 5/10/2023 4:01 PM
OFF REC BK: 8975 PG: 606 Doc Type: TDN

NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That ASSEMBLY TAX 36 LLC holder of Tax Certificate No. 06528, 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:

LT 6 AND W 26 FT OF LT 7 BLK 276 NEW CITY TRACT OR 5696/6132 P 1781/1847 CA 37

SECTION 00, TOWNSHIP 0 S, RANGE 00 W

TAX ACCOUNT NUMBER 142353000 (1123-14)

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

JONATHAN A DEL GALLO

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 November, which is the 1st day of November 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.

COUNT TUBE

PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

By: Emily Hogg Deputy Clerk

PAM CHILDERS

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



COUNTY OF ESCAMBIA OFFICE OF THE CLERK OF THE CIRCUIT COURT

BRANCH OFFICES ARCHIVES AND RECORDS JUVENILE DIVISION CENTURY

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

PAM CHILDERS, CLERK OF THE CIRCUIT COURT Tax Certificate Redeemed From Sale Account: 142353000 Certificate Number: 006528 of 2021

Payor: JONATHAN A DEL GALLO PO BOX 1417 GULF BREEZE FL 32562 Date 5/25/2023

Clerk's Check #	3042133	Clerk's Total	\$503.88	140,91
Tax Collector Check #	1	Tax Collector's Total	\$10,884.05	
		Postage	\$60.00	
		Researcher Copies	\$0.00	
		Recording	\$10.00	
	50.00 MINOR (1997) 1994 1994 1995 1995 1995 1995 1995 1995	Prep Fee	\$7.00	
		Total Received	\$11,464.93	
Annual Commission of the Commi			1015791	**************************************

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 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 006528 Redeemed Date 5/25/2023

Name JONATHAN A DEL GALLO PO BOX 1417 GULF BREEZE FL 32562

Clerk's Total = TAXDEED	\$5103,88 \$ 10,140,91
Due Tax Collector = TAXDEED	\$10/884.05
Postage = TD2	\$60.00
ResearcherCopies = TD6	\$0.00
Release TDA Notice (Recording) = RECORD2	\$10.00
Release TDA Notice (Prep Fee) = TD4	\$7.00

• For Office Use Only

Date	Docket	Desc	Amount Owed	Amount Due	Payee Name
the mark		44.2	FINANCIAE SUM	MARY	. n. 10
No Inforr	nation Availa	ble - See l	Dockets		





PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

Tax Deed - Redemption Calculator
Account: 142353000 Certificate Number: 006528 of 2021

Redemption No 🗸	Application Date 4/17/2023	Interest Rate 18%	
	Final Redemption Payment ESTIMATED	Redemption Overpayment ACTUAL	
	Auction Date 11/1/2023	Redemption Date 5/25/2023	
Months	7	1	
Tax Collector	\$9,844.16	\$9,844.16	
Tax Collector Interest	\$1,033.64	\$147.66	
Tax Collector Fee	\$6.25	\$6.25	
Total Tax Collector	\$10,884.05	\$9,998.07	
Record TDA Notice	\$17.00	\$17.00	
Clerk Fee	\$119.00	\$119.00	
Sheriff Fee	\$120.00	\$120.00	
Legal Advertisement	\$200.00	\$200.00	
App. Fee Interest	\$47.88	\$6.84	
Total Clerk	\$503.88	\$462.84	
Release TDA Notice (Recording)	\$10.00	\$10.00	
Release TDA Notice (Prep Fee)	\$7.00	\$7.00	
Postage	\$60.00	\$0.00	
Researcher Copies	\$0.00	\$0.00	
Total Redemption Amount	\$11,464.93	\$10,477.91	
	Repayment Overpayment Refund Amount	\$987.02	
Book/Page	8975	606	

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2023042352 5/25/2023 3:45 PM
OFF REC BK: 8983 PG: 1781 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 8975, Page 606, of Escambia County, for the tax certificate, tax deed, and property described below:

Tax Certificate No. Certificate No. 06528, issued the 1st day of June, A.D., 2021

TAX ACCOUNT NUMBER: 142353000 (1123-14)

DESCRIPTION OF PROPERTY:

LT 6 AND W 26 FT OF LT 7 BLK 276 NEW CITY TRACT OR 5696/6132 P 1781/1847 CA 37

SECTION 00, TOWNSHIP 0 S, RANGE 00 W

NAME IN WHICH ASSESSED: JONATHAN A DEL GALLO

Dated this 25th day of May 2023.

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 R	THE ATTACHED REPORT IS ISSUED TO:					
SCOTT LUNSFORD	, ESCAMBIA COUNTY TAX	COLLECTOR				
TAX ACCOUNT #:	14-2353-000	CERTIFICATE #:	2021-6	528		
REPORT IS LIMITE	OT TITLE INSURANCE. THE D TO THE PERSON(S) EXPR PORT AS THE RECIPIENT(S)	ESSLY IDENTIFIED B	Y NAME IN TH	IE PROPERTY		
listing of the owner(s) tax information and a encumbrances recorded title to said land as list	orepared in accordance with the of record of the land described listing and copies of all open oped in the Official Record Books ated on page 2 herein. It is the rule of the list open of any document list y.	I herein together with cur r unsatisfied leases, mort s of Escambia County, Fl esponsibility of the party	rrent and delinque gages, judgment orida that appear named above to	ent ad valorem s and to encumber the verify receipt of		
This Report is subject to: Current year taxes; taxes and assessments due now or in subsequent years; oil, gas, and mineral or any subsurface rights of any kind or nature; easements, restrictions and covenants of record; encroachments, overlaps, boundary line disputes, and any other matters that would be disclosed by an accurate survey and inspection of the premises.						
This Report does not insure or guarantee the validity or sufficiency of any document attached, nor is it to be considered a title insurance policy, an opinion of title, a guarantee of title, or as any other form of guarantee or warranty of title.						
Use of the term "Repo	ort" herein refers to the Property	y Information Report and	I the documents	attached hereto.		
Period Searched:	August 9, 2003 to and includ	ing August 9, 2023	_ Abstractor:	Vicki Campbell		
BY						

Michael A. Campbell, As President

Dated: August 14, 2023

Milalphel

PROPERTY INFORMATION REPORT

CONTINUATION PAGE

August 14, 2023

Tax Account #: 14-2353-000

1. The Grantee(s) of the last deed(s) of record is/are: JONATHAN A. DEL GALLO

By Virtue of Warrnty Deed recorded 8/3/2005 in OR 5696/1781 and Corrective Warranty Deed recorded 04/25/2007 in OR 6132/1847

- 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 Betty Ann Del Gallo and Steven P. Del Gallo recorded 08/03/2005 OR 5696/1782 Note: Betty Ann Del Gallo now deceased so we have noticed her heirs.
- 4. Taxes:

Taxes for the year(s) NONE are delinquent.

Tax Account #: 14-2353-000 Assessed Value: \$170,893.00

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: **NOV 1, 2023** TAX ACCOUNT #: 14-2353-000 **CERTIFICATE #:** 2021-6528 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. JONATHAN A DEL GALLO KATHLEEN ANN DEL GALLO DAVID DEL GALLO 1550 E GONZALEZ ST **1861 E BOBE ST PO BOX 451** PENSACOLA, FL 32503 **VALIER, IL 62891** PENSACOLA, FL 32503 ANTHONY DEL GALLO STEVEN PATRICK DEL GALLO SARA ANN DEL GALLO 1660 E CROSS ST **PO BOX 518 4221 CASTILLE AVE** PENSACOLA, FL 32503 DESTIN, FL 32541 MILTON, FL 32571

STEVEN PATRICK DEL GALLO 4304 STONBRIDGE RD DESTIN, FL 32541

Malphel

Certified and delivered to Escambia County Tax Collector, this 15th day of August, 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

August 14, 2023 Tax Account #:14-2353-000

LEGAL DESCRIPTION EXHIBIT "A"

LT 6 AND W 26 FT OF LT 7 BLK 276 NEW CITY TRACT OR 5696/6132 P 1781/1847 CA 37

SECTION 00, TOWNSHIP 0 S, RANGE 00 W

TAX ACCOUNT NUMBER 14-2353-000(1123-14)

THIS INSTRUMENT PREPARED BY AND RETURN TO: RICHARD M. COLBERT, Esquire
CLARK PARTINGTON HART LARRY BOND & STACKHOUSE
125 WEST ROMANA STREET, SUITE BOO
PENSACOLA, FLORIDA 32502

File # 05-1160

Parcel Identification (Folio) Numbers: 00-0S-00-9025-006-276

WARRANTY DEED SPACE ABOVE THIS LINE FOR RECORDING DATA

THIS WARRANTY	DEED, made the 20th day of July, A.D. 2005 by BETTY ANN DEL GALLO, an unmarried
WICOW, herein called	the Grantor, to JONATHAN A. DEL GALLO, an unmarried man whose post office address is
1861 EAST BOBE	STREET, PENSACOLA, FLORIDA 32503, hereinafter called the Grantee:

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of includes, and the successors and assigns of corporations)

WITNESSETH: That the Grantor, for and in consideration of the sum of TEN AND 00/100'S (\$10.00) Dollars and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee all that certain land situate in ESCAMBIA County, State of Florida, viz:

LOT 6 AND THE WEST 26 FEET OF LOT 7 IN BLOCK 275, OF THE NEW CITY TRACT, PENSACOLA, FLORIDA, ACCORDING TO MAP OF SAID CITY COPYRIGHTED BY THOMAS C. WATSON IN 1906.

Subject to: zoning, easements, restrictions, reservations and other requirements imposed by governmental authorities, restrictions and matters appearing on the plat or otherwise common to the subdivision, valid easements and minerals reservations of record affecting the property, if any, which are not hereby reimposed; taxes for the current year and subsequent years.

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, and hereby warrants 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 signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Witness
RICHARD M. COLBERT

Witness #1 Printed Name

Signed, sealed and delivered in the presence of:

Botty Cnn Del Sallo

BETTY ANN DEL GALLO

1608 EAST CROSS STREET, PENSACOLA, FLORIDA 32503

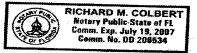
Winess MARI AN FREEMAN

Witness #2 Printed Name

STATE OF FLORIDA COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 20th day of July, 2005 by BETTY ANN DEL GALLO, who is personally known to me or (_) has produced drivers license as identification.

SEAL



Notary Signature

This Document Prepared By: RICHARD M. COLBERT, ESQUIRE 4 Laguna Street, Suite 101 Fort Walton Beach, FL 32548 File #06-01216

PARCEL NUMBER: 00-0S-00-9025-006-276

STATE OF FLORIDA

COUNTY OF ESCAMBIA

CORRECTIVE WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that BETTY ANN DEL GALLO, an unremarried widow (the "Grantor"), for and in consideration of Ten and No/100ths (\$10.00) Dollars and other good and valuable considerations, the receipt of which is hereby acknowledged, does bargain, sell, convey and grant unto JONATHAN A. DELGALLO, an unmarried man, whose mailing address is 1861 East Bobe Street, Pensacola, FL 32503 (the "Grantee"), its successors and assigns, forever, the real property, situated, lying and being in ESCAMBIA COUNTY, State of FLORIDA, described as follows:

LOT 6 AND THE WEST 26 FEET OF LOT 7 IN BLOCK 276, OF THE NEW CITY TRACT, PENSACOLA, FLORIDA, ACCORDING TO MAP OF SAID CITY COPYRIGHTED BY THOMAS C. WATSON IN 1906.

Subject to taxes for the current year and to valid easements and restrictions of record affecting the above property, if any, which are not hereby reimposed.

To have and to hold, unto the said Grantee, its successors and assigns, forever, together with and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, free from all exemptions and right of homestead. And the said Grantor covenants that he is well seized of an indefeasible estate in fee simple in the said property and have a good right to convey the same; that it is free from fiens and encumbrances, except as set forth above, and that the said Grantor, his heirs, executors and administrators, the said Grantee, its successors and assigns, in the quiet and peaceful possession and enjoyment thereof, against all persons lawfully claiming the same, shall and will forever warrant and defend.

THIS CORRECTIVE WARRANTY DEED IS MADE, DELIVERED AND RECORDED FOR THE SOLE PURPOSE OF CORRECTING THE LEGAL DESCRIPTION IN THAT CERTAIN WARRANTY DEED DATED JULY 20, 2005 MADE BY GRANTOR IN FAVOR OF GRANTEE AND RECORDED IN OFFICIAL RECORDS BOOK 5696 PAGE 1781, PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

IN WITNESS WHEREOF, the said Grantor has set my hand and seal effective the 1 day of April, 2007.

1 Jetty Chun Del Hallo Betty Ann Del Gallo

ealed and delivered sence of:

STELLEY OPEC GALIO Type/Print Name of Witness

have fighas SJOLON Type/Print Name of Witness

STATE OF FLORIDA COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this I (14th day of April, 2007, by Betty Ann Del Gallo, () is personally known to me or () who has produced who

as identification.

CHARLE R. GOLSON Notary Public - State of Florida My Commission Expline Sep 19, 2010 Commission # DO 580376 Bonded by National Notary A INOTARIAL SEAL)

R. Solson

(Print/Type Name)
Commission No. DD580374
My Commission expires: 9-19-2010

This Instrument was Prepared By: RICHARD M. COLBERT, Esquire CLARK, PARTINGTON, HART, LARRY, BOND & STACKHOUSE Post Office Box 13010 Pensacola, Florida 32591-3010

FILE # 05-1160

STATE OF FLORIDA COUNTY OF ESCAMBIA

MORTGAGE AND SECURITY AGREEMENT

JONATHAN A. DEL GALLO, a single man, whose address is 1861 East Bobe Street, Pensacola, Florida 32503, hereinafter called Mortgagor, in consideration of the principal sum specified in the promissory note hereafter collectively described, made by Mortgagor to BETTY ANN DEL GALLO and/or STEVEN P. DEL GALLO, whose address is 1608 East Cross Street, Pensacola. Florida 32503, hereinafter called Mortgagee, (which terms Mortgagor and Mortgagee shall be construed to include the plural as well as the singular, whenever the context so permits or requires) hereby mortgages to the Mortgagee the real property in Escambia County, Florida, described on Exhibit "A" attached hereto and made a part hereof (hereinafter referred to as the "Property") and all buildings, structures and improvements of every kind and nature whatsoever now or hereafter situated on the Property; as security for payment of the existing indebtedness represented by those certain promissory note of date even herewith for the sum of ONE HUNDRED FORTY FOUR THOUSAND AND NO/100THS DOLLARS (\$144,000.00), made by Mortgagor payable to the order of Mortgagee, 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.

Mortgagor hereby mortgages all title hereafter acquired, as well as title heretofore acquired and does fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever, and Mortgagor agrees:

- 1. This mortgage shall also secure such future or additional advances as may be made by the Mortgagee at the option of Mortgagee to the Mortgagor, or the successors in title of Mortgagor, for any purpose provided that all such advances are to be made within ten years from 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 optional future or additional advances as against the rights of creditors or subsequent purchasers for a valuable consideration. The total amount of indebtedness secured by this mortgage may decrease or increase from time to time, but the total unpaid balance so secured at any one time shall not exceed an amount equal to twice the original principal balance of the promissory note described hereinabove, plus interest thereon, and any disbursements made by the Mortgagee pursuant to the authority of this mortgage with interest on such disbursements.
- To make all payments required by the note and this mortgage promptly when due.
- 3. To pay all taxes, assessments, liens and encumbrances on the property promptly when due. If they are not promptly paid, the Mortgagee may pay them without waiving the option to foreclose, and such payments, with interest at a rate 2% higher than the note secured hereby or at the maximum rate allowed by law, whichever is lesser, shall be payable on demand by Mortgagee and shall be secured by this mortgage.
- 4. To keep all buildings now or hereafter on the land insured against damage by fire, casualty, windstorm and lightning in the sum secured by this mortgage, by an insurer satisfactory to the Mortgagee, the insurance policy to be held by and payable to the Mortgagee. If the Mortgagor shall not do so, the Mortgagee may do so without waiving the option to foreclose, and the cost hereof, with interest thereon from the date of payment at a rate 2% higher than

the note secured hereby or at the maximum rate allowed by law, whichever is lesser, shall be payable upon demand by Mortgagee and shall be secured by this Mortgage. If any sum becomes payable under such policy, Mortgagee may apply it to the indebtedness secured by this mortgage, or may permit the Mortgagor to use it for other purposes, without impairing the lien of this mortgage.

- 5. That Mortgagor will not commit, permit or suffer any waste, impairment or deterioration of the mortgaged property. Upon the failure of Mortgagor to keep the buildings on the property in good condition or repair, Mortgagee may demand either the adequate repair of the buildings, an increase in the amount of security, or the immediate repayment of the debt secured. Failure of Mortgagor to comply with the demand of Mortgagee for a period of fifteen days shall constitute a breach of this mortgage.
- 6. To pay all expenses reasonably incurred by Mortgagee due to failure of Mortgagor to comply with the agreements in the note or this mortgage, including reasonable attorney's fees. The cost thereof, with interest thereon from the date of payment at the rate specified in the note, shall also be secured by this mortgage.
- 7. That if any of the installments of principal or interest due by the terms of said promissory note are not paid when due; if Mortgagor should transfer, convey, or otherwise convey any interest in the Premises whatsoever without the prior written consent of Mortgagee; or if any agreement in this mortgage other than the agreement to make the payments is breached, the entire unpaid principal balance of the note plus interest, costs, and attorney's fees, shall immediately become due at the option of Mortgagee, and Mortgagee may foreclose this mortgage in the manner provided by law, and have the mortgaged property sold to satisfy or apply on the indebtedness hereby secured.
- 8. The rents and profits of the mortgaged property are also hereby mortgaged, and if proceedings to foreclose this mortgage shall be instituted, the court having jurisdiction hereof should appoint a receiver of the mortgaged property, and apply those rents and profits to the indebtedness hereby secured, regardless of the solvency of the Mortgagor or the adequacy of the security.
- 9. Notwithstanding any other provisions hereof, Mortgagee shall under no circumstances be entitled to collect any interest or other payment hereunder which would render this instrument usurious as to the Mortgagor under the laws of the State of Florida.

IN WITNESS WHEREOF, the said Mortgagor has executed these presents, this 20th day of July, 2005.

JONATHAN A. DEL GALLO

STATE OF FLORIDA COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this ______day of JULY, 2005, by JONATHAN A. DEL GALLO, who (X) is/are personally known to me or (__)has/have produced drivers license as identification.

NOTARY PUBLIC

(NOTARIAL SEAL)

HARD M. COLBERT

Hary Public State of FL

Comm. Exp. July 19, 2007

Comm. No. DD 208534

EXHIBIT "A"

LOT 6 AND THE WEST 26 FEET OF LOT 7 IN BLOCK 275, OF THE NEW CITY TRACT, PENSACOLA, FLORIDA, ACCORDING TO MAP OF SAID CITY COPYRIGHTED BY THOMAS C. WATSON IN 1906.