

APPLICATION FOR TAX DEED

Section 197.502, Florida Statutes

512
R. 12/16

Application Number: 2300177

To: Tax Collector of ESCAMBIA COUNTY, Florida

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 application 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 276 NEW CITY TRACT OR 5696/6132 P 1781/1847 CA 37

I agree to:

- pay any current taxes, if due and
- redeem all outstanding tax certificates plus interest not in my possession, and
- pay all delinquent and omitted taxes, plus interest covering the property.
- pay all Tax Collector's fees, property information report costs, Clerk of the Court costs, charges and fees, and Sheriff's costs, if applicable.

Attached is the tax sale certificate on which this application is based and all other certificates of the same legal description which are in my possession.

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

04-17-2023
Application Date

Applicant's signature

Part 5: Clerk of Court Certified Amounts (Lines 8-14)	
8. Processing tax deed fee	
9. Certified or registered mail charge	
10. Clerk of Court advertising, notice for newspaper, and electronic auction fees	
11. Recording fee for certificate of notice	
12. Sheriff's fees	
13. Interest (see Clerk of Court Instructions, page 2)	
14. Total Paid (Lines 8-13)	
15. Plus one-half of the assessed value of homestead property, if applicable under s. 197.502(6)(c), F.S.	
16. Statutory opening bid (total of Lines 7, 14, 15, and 16 if applicable)	
Sign here: _____ Date of sale <u>11/01/2023</u> Signature, Clerk of Court or Designee	

INSTRUCTIONS

t 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.



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

1123.14

Part 1: Tax Deed Application Information

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 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	Certificate #	2021 / 6528
		Date certificate issued	06/01/2021

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

Column 1 Certificate Number	Column 2 Date of Certificate Sale	Column 3 Face Amount of Certificate	Column 4 Interest	Column 5: Total (Column 3 + Column 4)
# 2021/6528	06/01/2021	2,923.17	146.16	3,069.33
→ Part 2: Total*				3,069.33

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

Column 1 Certificate Number	Column 2 Date of Other Certificate Sale	Column 3 Face Amount of Other Certificate	Column 4 Tax Collector's Fee	Column 5 Interest	Total (Column 3 + Column 4 + Column 5)
# 2022/7103	06/01/2022	3,149.45	6.25	157.47	3,313.17
Part 3: Total*					3,313.17

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

1. Cost of all certificates in applicant's possession and other certificates redeemed by applicant (*Total of Parts 2 + 3 above)	6,382.50
2. Delinquent taxes paid by the applicant	0.00
3. Current taxes paid by the applicant	3,086.66
4. Property information report fee	200.00
5. Tax deed application fee	175.00
6. Interest accrued by tax collector under s.197.542, F.S. (see Tax Collector Instructions, page 2)	0.00
7. Total Paid (Lines 1-6)	9,844.16

I certify the above information is true and the tax certificates, interest, property information report fee, and tax collector's fees have been paid, and that the property information statement is attached.

Sign here: Escambia, Florida
Date May 1st, 2023
Signature, Tax Collector or Designee

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



Chris Jones Escambia County Property Appraiser

Real Estate Search

Tangible Property Search

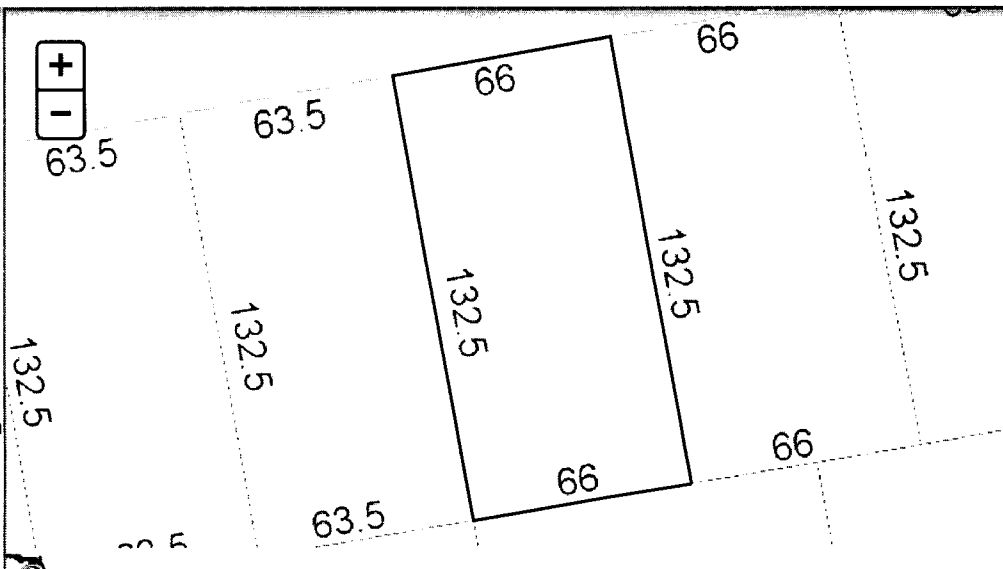
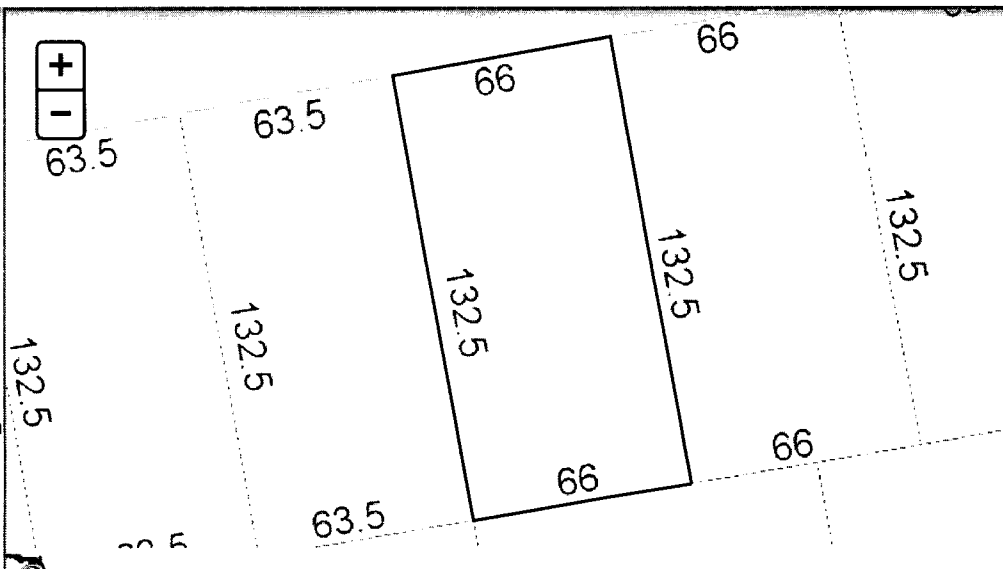

Sale List

← Nav. Mode ☒ Account ☐ Parcel ID →

[Printer Friendly Version](#)

General Information		Assessments				
Parcel ID:	0005009025006276	Year	Land	Imprv	Total	Cap Val
Account:	142353000	2022	\$125,281	\$55,948	\$181,229	\$170,893
Owners:	DEL GALLO JONATHAN A	2021	\$125,281	\$47,177	\$172,458	\$155,358
Mail:	1861 E BOBE ST PENSACOLA, FL 32503	2020	\$125,281	\$44,780	\$170,061	\$141,235
Situs:	1861 E BOBE ST 32503	Disclaimer				
Use Code:	MULTI-FAMILY <=9	Tax Estimator				
Units:	2	File for New Homestead Exemption Online				
Taxing Authority:	PENSACOLA CITY LIMITS					
Tax Inquiry:	Open Tax Inquiry Window					
Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector						

Sales Data						2022 Certified Roll Exemptions	
Sale Date	Book	Page	Value	Type	Official Records (New Window)	None	
04/2007	6132	1847	\$100	WD		Legal Description LT 6 AND W 26 FT OF LT 7 BLK 276 NEW CITY TRACT OR 5696/6132 P 1781/1847 CA 37	
07/2005	5696	1781	\$159,000	WD			
06/1994	3674	862	\$100	WD			
06/1994	3598	330	\$40,000	WD			
Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller						Extra Features METAL BUILDING	

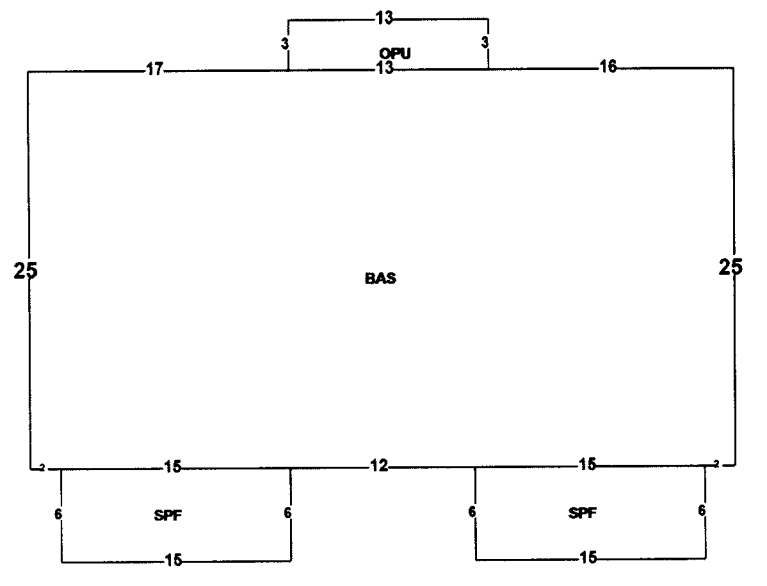
Parcel Information		Launch Interactive Map		
Section Map Id: CA037				
Approx. Acreage: 0.1949				
Zoned:  R-1AAA				
Evacuation & Flood Information Open Report				
View Florida Department of Environmental Protection (DEP) Data		Buildings Address: 1861 E BOBE ST, Year Built: 1942, Effective Year: 1965, PA Building ID#: 22309		

Structural Elements

DECOR/MILLWORK-AVERAGE
DWELLING UNITS-2
EXTERIOR WALL-BRICK-COMMON
FLOOR COVER-HARDWOOD/PARQUET
FOUNDATION-WOOD/SUB FLOOR
HEAT/AIR-WALL/FLOOR FURN
INTERIOR WALL-DRYWALL-PLASTER
NO. PLUMBING FIXTURES-6
NO. STORIES-1
ROOF COVER-COMPOSITION SHG
ROOF FRAMING-GABLE
STORY HEIGHT-0
STRUCTURAL FRAME-WOOD FRAME

Areas - 1369 Total SF

BASE AREA - 1150
OPEN PORCH UNF - 39
SCRN PORCH FIN - 180



Images



9/30/2021 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: 05/04/2023 (RC 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.



PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

By:
Emily Hogg
Deputy Clerk




PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

Tax Deed - Redemption Calculator

Account: 142353000 Certificate Number: 006528 of 2021

Redemption Application Date Interest Rate

	Final Redemption Payment ESTIMATED	Redemption Overpayment ACTUAL
	Auction Date <input type="text" value="11/1/2023"/>	Redemption Date <input type="text" value="5/25/2023"/> 
Months	7	1
Tax Collector	<input type="text" value="\$9,844.16"/>	<input type="text" value="\$9,844.16"/>
Tax Collector Interest	\$1,033.64	\$147.66
Tax Collector Fee	<input type="text" value="\$6.25"/>	<input type="text" value="\$6.25"/>
Total Tax Collector	\$10,884.05	<input type="text" value="\$9,998.07"/> TC
Record TDA Notice	<input type="text" value="\$17.00"/>	<input type="text" value="\$17.00"/>
Clerk Fee	<input type="text" value="\$119.00"/>	<input type="text" value="\$119.00"/>
Sheriff Fee	<input type="text" value="\$120.00"/>	<input type="text" value="\$120.00"/>
Legal Advertisement	<input type="text" value="\$200.00"/>	<input type="text" value="\$200.00"/>
App. Fee Interest	\$47.88	\$6.84
Total Clerk	\$503.88	<input type="text" value="\$462.84"/> CH
Release TDA Notice (Recording)	<input type="text" value="\$10.00"/>	<input type="text" value="\$10.00"/>
Release TDA Notice (Prep Fee)	<input type="text" value="\$7.00"/>	<input type="text" value="\$7.00"/>
Postage	<input type="text" value="\$60.00"/>	<input type="text" value="\$0.00"/>
Researcher Copies	<input type="text" value="\$0.00"/>	<input type="text" value="\$0.00"/>
Total Redemption Amount	\$11,464.93	\$10,477.91
	Repayment Overpayment Refund Amount	\$987.02
Book/Page	<input type="text" value="8975"/>	<input type="text" value="606"/>

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	\$503.88	\$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
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FINANCIAL SUMMARY

No Information Available - See Dockets

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
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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

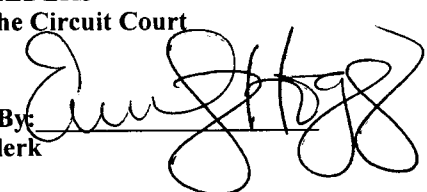
**PAM CHILDERS, CLERK OF THE CIRCUIT COURT
Tax Certificate Redeemed From Sale
Account: 142353000 Certificate Number: 006528 of 2021**

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
Tax Collector Check #	1	Tax Collector's Total	\$10,884.05
		Postage	\$60.00
		Researcher Copies	\$0.00
		Recording	\$10.00
		Prep Fee	\$7.00
		Total Received	\$11,464.93

\$10,157.91

**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>**

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.



PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

By:
Emily Hogg
Deputy Clerk



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

THE ATTACHED REPORT IS ISSUED TO:

SCOTT LUNSFORD, ESCAMBIA COUNTY TAX COLLECTOR

TAX ACCOUNT #: 14-2353-000 CERTIFICATE #: 2021-6528

THIS REPORT IS NOT TITLE INSURANCE. THE LIABILITY FOR ERRORS OR OMISSIONS IN THIS REPORT IS LIMITED TO THE PERSON(S) EXPRESSLY IDENTIFIED BY NAME IN THE PROPERTY INFORMATION REPORT AS THE RECIPIENT(S) OF THE PROPERTY INFORMATION REPORT.

The attached Report prepared in accordance with the instructions given by the user named above includes a listing of the owner(s) of record of the land described herein together with current and delinquent ad valorem tax information and a listing and copies of all open or unsatisfied leases, mortgages, judgments and encumbrances recorded in the Official Record Books of Escambia County, Florida that appear to encumber the title to said land as listed on page 2 herein. It is the responsibility of the party named above to verify receipt of each document listed. If a copy of any document listed is not received, the office issuing this Report must be contacted immediately.

This Report is subject to: Current year taxes; taxes and assessments due now or in subsequent years; oil, gas, and mineral or any subsurface rights of any kind or nature; easements, restrictions and covenants of record; encroachments, overlaps, boundary line disputes, and any other matters that would be disclosed by an accurate survey and inspection of the premises.

This Report does not insure or guarantee the validity or sufficiency of any document attached, nor is it to be considered a title insurance policy, an opinion of title, a guarantee of title, or as any other form of guarantee or warranty of title.

Use of the term "Report" herein refers to the Property Information Report and the documents attached hereto.

Period Searched: August 9, 2003 to and including August 9, 2023 Abstractor: Vicki Campbell

BY

Michael A. Campbell,
As President
Dated: August 14, 2023

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	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Notify City of Pensacola, P.O. Box 12910, 32521
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Notify Escambia County, 190 Governmental Center, 32502
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Homestead for <u>2022</u> tax year.

JONATHAN A DEL GALLO
1861 E BOBE ST
PENSACOLA, FL 32503

KATHLEEN ANN DEL GALLO
PO BOX 451
VALIER, IL 62891

DAVID DEL GALLO
1550 E GONZALEZ ST
PENSACOLA, FL 32503

ANTHONY DEL GALLO
1660 E CROSS ST
PENSACOLA, FL 32503

STEVEN PATRICK DEL GALLO
PO BOX 518
DESTIN, FL 32541

SARA ANN DEL GALLO
4221 CASTILLE AVE
MILTON, FL 32571

STEVEN PATRICK DEL GALLO
4304 STONBRIDGE RD
DESTIN, FL 32541

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 800
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 widow, 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 individuals, 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

Witness
MARI AN FREEMAN

Witness #2 Printed Name

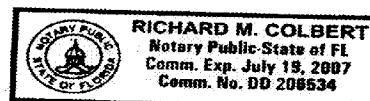

L.S.
BETTY ANN DEL GALLO
1608 EAST CROSS STREET, PENSACOLA, FLORIDA 32503

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 unmarried 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 liens 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.

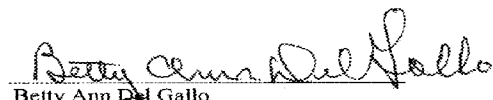
THIS CORRECTIVE WARRANTY DEED IS MADE, DELIVERED AND RECORDED FOR THE SOLE PURPOSE OF CORRECTING THE LEGAL DESCRIPTION IN THAT CERTAIN WARRANTY DEED DATED JULY 20, 2005 MADE BY GRANTOR IN FAVOR OF GRANTEE AND RECORDED IN OFFICIAL RECORDS BOOK 5696 PAGE 1781, PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

IN WITNESS WHEREOF, the said Grantor has set my hand and seal effective the 19th day of April, 2007.

Signed, sealed and delivered
in the presence of:

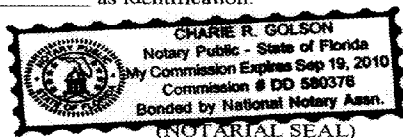

STEVEN DEL GALLO
Type/Print Name of Witness

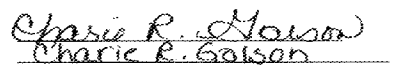

Charlie R. Golsen
Type/Print Name of Witness


Betty Ann Del Gallo
Betty Ann Del Gallo

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 19th day of April, 2007, by Betty Ann Del Gallo, who (☒) is personally known to me or (☐) who has produced as identification.




Charlie R. Golsen
(Print/Type Name)
Commission No. DD580376
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.
2. 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 20th day of JULY, 2005, by JONATHAN A. DEL GALLO, who ☒ is/are personally known to me or ☐ has/have produced drivers license as identification.


NOTARY PUBLIC

(NOTARIAL SEAL)

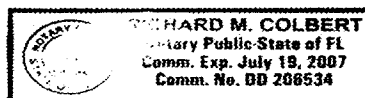


EXHIBIT "A"

**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.**