



# 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

1224.41

## Part 1: Tax Deed Application Information

Applicant Name Applicant Address	JUAN C CAPOTE MIKON FINANCIAL SERVICES, INC. AND OCEAN BANK 780 NW 42 AVE #204 MIAMI, FL 33126	Application date	Apr 17, 2024
Property description	ZARECK STEVEN K 4548 MENTORIA CT PENSACOLA, FL 32504-9043 4548 MENTORIA 01-2528-120 LT 28 BLK A LAVALLET UNIT 4 PB 8 P 67 OR 5510 P 774	Certificate #	2022 / 209
		Date certificate issued	06/01/2022

## 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)
# 2022/209	06/01/2022	4,089.27	204.46	4,293.73
→Part 2: Total*				4,293.73

## 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)
# /					
Part 3: Total*					0.00

## 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)	4,293.73
2. Delinquent taxes paid by the applicant	0.00
3. Current taxes paid by the applicant	0.00
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)	4,668.73

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:

Signature, Tax Collector or Designee

Escambia, Florida

Date April 25th, 2024

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

+6.25

<b>Part 5: Clerk of Court Certified Amounts (Lines 8-14)</b>	
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. <b>Total Paid (Lines 8-13)</b>	
15. Plus one-half of the assessed value of homestead property, if applicable under s. 197.502(6)(c), F.S.	132,359.00
16. Statutory opening bid (total of Lines 7, 14, 15, and 16 if applicable)	
Sign here: _____ Date of sale <u>12/04/2024</u> Signature, Clerk of Court or Designee	

### INSTRUCTIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

# APPLICATION FOR TAX DEED

Section 197.502, Florida Statutes

512  
R. 12/16

Application Number: 2400414

To: Tax Collector of ESCAMBIA COUNTY, Florida

I,  
JUAN C CAPOTE  
MIKON FINANCIAL SERVICES, INC. AND OCEAN BANK  
780 NW 42 AVE #204  
MIAMI, FL 33126,

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
01-2528-120	2022/209	06-01-2022	LT 28 BLK A LAVALLET UNIT 4 PB 8 P 67 OR 5510 P 774

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  
JUAN C CAPOTE  
MIKON FINANCIAL SERVICES, INC. AND OCEAN BANK  
780 NW 42 AVE #204  
MIAMI, FL 33126

04-17-2024  
Application Date

\_\_\_\_\_  
Applicant's signature



# Chris Jones Escambia County Property Appraiser

[Real Estate Search](#)

[Tangible Property Search](#)

[Sale List](#)

[Back](#)

◀ Nav. Mode ☒ Account ☐ Parcel ID ▶

[Printer Friendly Version](#)

General Information		Assessments				
<b>Parcel ID:</b>	151S290550028001	<b>Year</b>	<b>Land</b>	<b>Imprv</b>	<b>Total</b>	<b>Cap Val</b>
<b>Account:</b>	012528120	2023	\$125,000	\$350,696	\$475,696	\$264,718
<b>Owners:</b>	ZARECK STEVEN K	2022	\$125,000	\$311,333	\$436,333	\$257,008
<b>Mail:</b>	4548 MENTORIA CT PENSACOLA, FL 32504-9043	2021	\$125,000	\$250,301	\$375,301	\$249,523
<b>Situs:</b>	4548 MENTORIA 32504	<b>Disclaimer</b>				
<b>Use Code:</b>	SINGLE FAMILY RESID	<b>Tax Estimator</b>				
<b>Taxing Authority:</b>	PENSACOLA CITY LIMITS	<b>File for Exemption(s) Online</b>				
<b>Tax Inquiry:</b>	<a href="#">Open Tax Inquiry Window</a>	<b>Report Storm Damage</b>				
Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector						

Sales Data					Official Records (New Window)
Sale Date	Book	Page	Value	Type	
10/2004	5510	774	\$285,000	WD	
07/2004	5483	2	\$100	CJ	
08/1987	2436	796	\$200,000	WD	
01/1972	653	492	\$9,000	WD	

Official Records Inquiry courtesy of Pam Childers  
Escambia County Clerk of the Circuit Court and Comptroller

## 2023 Certified Roll Exemptions

HOMESTEAD EXEMPTION

## Legal Description

LT 28 BLK A LAVALLET UNIT 4 PB 8 P 67 OR 5510 P 774

## Extra Features

GAZEBO  
POOL

[Launch Interactive Map](#)

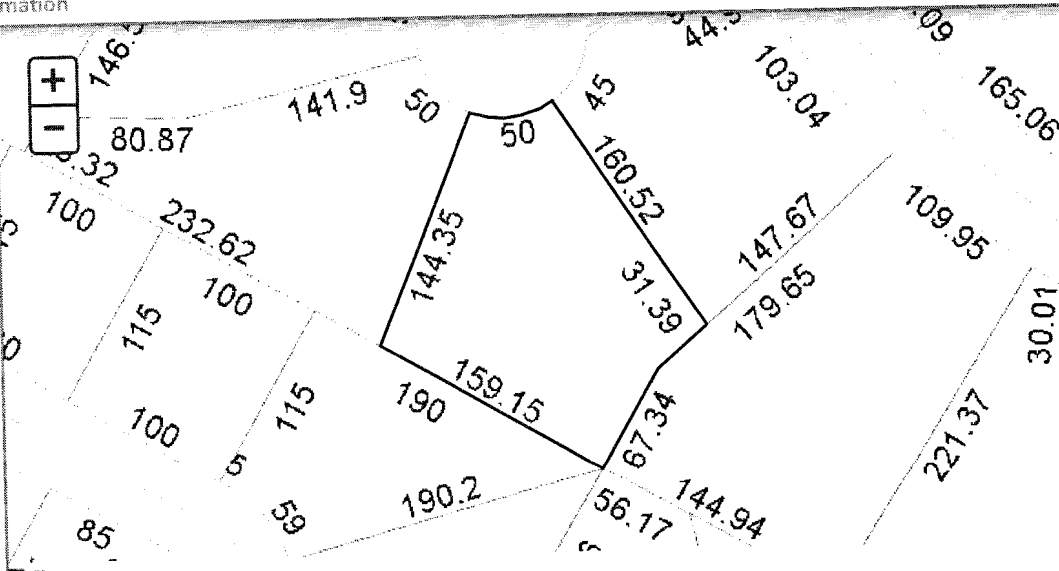
## Parcel Information

**Section**  
**Map Id:**  
15-1S-29-1

**Approx.**  
**Acreage:**  
0.5236

**Zoned:**  
R-1AAAA  
R-1AAAA  
R-1AAAA  
R-1AAAA  
R-1AAAA  
R-1AAAA  
R-1AAAA  
R-1AAAA  
R-1AAAA  
R-1AAAA

**Evacuation  
& Flood  
Information**



[View Florida Department of Environmental Protection\(DEP\) Data](#)

Open  
Report

Buildings

Address: 4548 MENTORIA, Year Built: 1975, Effective Year: 1975, PA Building ID#: 39655

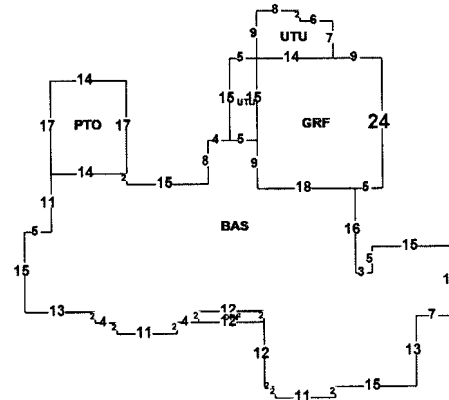
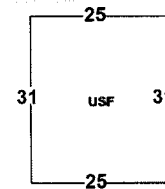
Structural Elements

DECOR/MILLWORK-MAXIMUM  
DWELLING UNITS-1  
EXTERIOR WALL-STUCCO  
FLOOR COVER-CARPET  
FOUNDATION-SLAB ON GRADE  
HEAT/AIR-CENTRAL H/AC  
INTERIOR WALL-PANEL-CUSTOM  
INTERIOR WALL-DRYWALL-PLASTER  
NO. PLUMBING FIXTURES-10  
NO. STORIES-2  
ROOF COVER-DIMEN/ARCH SHNG  
ROOF FRAMING-GABLE  
STORY HEIGHT-0  
STRUCTURAL FRAME-WOOD FRAME



Areas - 3961 Total SF

BASE AREA - 2183  
GARAGE FIN - 552  
OPEN PORCH FIN - 24  
PATIO - 238  
UPPER STORY FIN - 775  
UTILITY UNF - 189



Images



8/3/2018 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: 04/30/2024 (tc.4074)

## NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That **MIKON FINANCIAL SERVICES INC AND OCEAN BANK** holder of **Tax Certificate No. 00209**, issued the **1st** day of **June, A.D., 2022** 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 28 BLK A LAVALLET UNIT 4 PB 8 P 67 OR 5510 P 774**

**SECTION 15, TOWNSHIP 1 S, RANGE 29 W**

**TAX ACCOUNT NUMBER 012528120 (1224-61)**

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

**STEVEN K ZARECK**

Unless said certificate shall be redeemed according to law, the property described therein will be sold to the highest bidder at public auction at 9:00 A.M. on the **first** Wednesday in the month of December, which is the **4th day of December 2024**.

Dated this 30th day of April 2024.

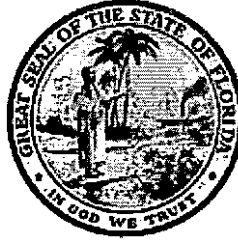
In accordance with the AMERICANS WITH DISABILITIES ACT, if you are a person with a disability who needs special accommodation in order to participate in this proceeding you are entitled to the provision of certain assistance. Please contact Emily Hogg not later than seven days prior to the proceeding 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  
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

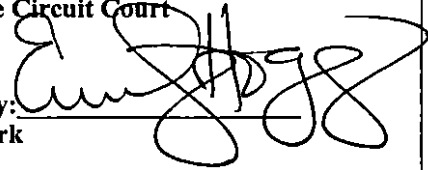
**PAM CHILDERS, CLERK OF THE CIRCUIT COURT**  
**Tax Certificate Redeemed From Sale**  
**Account: 012528120 Certificate Number: 000209 of 2022**

**Payor: STEVEN K ZARECK 4548 MENTORIA CT PENSACOLA, FL 32504-9043      Date 5/8/2024**

Clerk's Check #	1	Clerk's Total	<del>\$510.72</del> <b>\$4,887.85</b>
Tax Collector Check #	1	Tax Collector's Total	<del>\$5,265.23</del>
		Postage	\$100.00
		Researcher Copies	\$0.00
		Recording	\$10.00
		Prep Fee	\$7.00
		Total Received	<del>\$5,862.95</del>

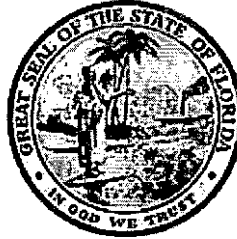
**\$4,904.85**

**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 # 2022 TD 000209**

**Redeemed Date 5/8/2024**

**Name STEVEN K ZARECK 4548 MENTORIA CT PENSACOLA, FL 32504-9043**

Clerk's Total = TAXDEED	\$510.72 <del>\$5,235.23</del> <b>\$4,887.85</b>
Due Tax Collector = TAXDEED	\$5,235.23
Postage = TD2	\$100.00
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
------	--------	------	-------------	------------	------------

**FINANCIAL SUMMARY**

No Information Available - See Dockets






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

**Tax Deed - Redemption Calculator**

**Account: 012528120 Certificate Number: 000209 of 2022**

Redemption  Application Date  Interest Rate

	Final Redemption Payment ESTIMATED	Redemption Overpayment ACTUAL
	Auction Date <input type="text" value="12/4/2024"/>	Redemption Date <input type="text" value="5/8/2024"/> 
Months	8	1
Tax Collector	<input type="text" value="\$4,668.73"/>	<input type="text" value="\$4,668.73"/>
Tax Collector Interest	\$560.25	\$70.03
Tax Collector Fee	<input type="text" value="\$6.25"/>	<input type="text" value="\$6.25"/>
Total Tax Collector	\$5,235.23	<input type="text" value="\$4,745.01"/> 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	\$54.72	\$6.84
Total Clerk	\$510.72	<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="\$100.00"/>	<input type="text" value="\$0.00"/>
Researcher Copies	<input type="text" value="\$0.00"/>	<input type="text" value="\$0.00"/>
Total Redemption Amount	\$5,862.95	\$5,224.85
	Repayment Overpayment Refund Amount	\$638.10
Book/Page	<input type="text" value="9139"/>	<input type="text" value="116"/>

Notes

## 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 9139, Page 116, of Escambia County, for the tax certificate, tax deed, and property described below:

Tax Certificate No. Certificate No. 00209, issued the 1st day of June, A.D., 2022

TAX ACCOUNT NUMBER: 012528120 (1224-61)

DESCRIPTION OF PROPERTY:

LT 28 BLK A LAVALLET UNIT 4 PB 8 P 67 OR 5510 P 774

SECTION 15, TOWNSHIP 1 S, RANGE 29 W

NAME IN WHICH ASSESSED: STEVEN K ZARECK

Dated this 8th day of May 2024.



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 #: 01-2528-120 CERTIFICATE #: 2022-209

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 1, 2004 to and including August 1, 2024 Abstractor: Vicki Campbell

BY

Michael A. Campbell,  
As President  
Dated: August 2, 2024

**PROPERTY INFORMATION REPORT**  
**CONTINUATION PAGE**

August 2, 2024

Tax Account #: **01-2528-120**

1. The Grantee(s) of the last deed(s) of record is/are: **STEVEN K. ZARECK**

**By Virtue of Warranty Deed recorded 10/19/2004 in OR 5510/774**

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 B & E Holdings, Inc., a Florida LLC recorded 08/01/2006 – OR 5960/710**

4. Taxes:

**Taxes for the year(s) 2021-2023 are delinquent.**

**Tax Account #: 01-2528-120**

**Assessed Value: \$264,718.00**

**Exemptions: HOMESTEAD EXEMPTION**

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

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

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

**PERDIDO TITLE & ABSTRACT, INC.**  
**PROPERTY INFORMATION REPORT**  
3050 Concho Drive, Pensacola, Florida 32507 | Phone 850-466-3077

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

**CERTIFICATION: TITLE SEARCH FOR TDA**

**TAX DEED SALE DATE:** DEC 4, 2024

**TAX ACCOUNT #:** 01-2528-120

**CERTIFICATE #:** 2022-209

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 checked="" type="checkbox"/>	<input type="checkbox"/>	Homestead for <u>2023</u> tax year.

**STEVEN K ZARECK**  
**4548 MENTORIA CT**  
**PENSACOLA, FL 32504-9043**

**B & E HOLDINGS, INC**  
**3000 WEST NINE MILE RD**  
**PENSACOLA, FL 32534**

**STEVEN K. ZARECK**  
**1107 HARBOR LANE**  
**GULF BREEZE, FL 32563**

**Certified and delivered to Escambia County Tax Collector, this 15<sup>th</sup> day of Aug, 2024.**

**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 2, 2024**

**Tax Account #:01-2528-120**

**LEGAL DESCRIPTION  
EXHIBIT "A"**

**LT 28 BLK A LAVALLET UNIT 4 PB 8 P 67 OR 5510 P 774**

**SECTION 15, TOWNSHIP 1 S, RANGE 29 W**

**TAX ACCOUNT NUMBER 01-2528-120(1224-61)**

35.50 43  
1995.00  
2030.50

OR BK 5510 PG0774  
Escambia County, Florida  
INSTRUMENT 2004-293843

DEED DOC STAMPS PD @ ESC CO \$1995.00  
10/19/04 EMMIE LEE MAGNIA, CLERK

Prepared by and return to:  
Jeffrey T. Sauer, Attorney at Law  
Smith, Sauer & DeMaria  
P. O. Box 12446  
Pensacola, FL 32591  
File Number: 2-8658-002

Grantee S.S. No. \_\_\_\_\_  
Parcel Identification No. 151S29-0550-028-001

[Space Above This Line For Recording Data]

## Warranty Deed

(STATUTORY FORM - SECTION 689.02, F.S.)

**This Indenture** made this 19th day of October, 2004 between Annette M. Merritt, an unmarried woman and Kim Merritt, an unmarried woman and Alicia Anne Merritt, a married woman and Christopher Michael Merritt, an unmarried man and Michael C. Merritt, an unmarried man and Jessica Nicole Merritt, an unmarried woman whose post office address is \_\_\_\_\_ of the County of \_\_\_\_\_, State of \_\_\_\_\_, grantor\*, and Steven K. Zareck, a married man whose post office address is 1107 Harbor Lane, Gulf Breeze, FL 32563 of the County of Santa Rosa, State of Florida, grantee\*,

**Witnesseth**, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Escambia County Florida, to-wit:

Lot 28, Block A, Lavallet, Unit No. 4, according to the map or plat thereof as recorded in Plat Book 8, at page 67, of the public records of Escambia County, Florida.

Subject to taxes for 2004 and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any.


Grantors warrant that at the time of this conveyance, the subject property is not the Grantors' homestead within the meaning set forth in the constitution of the state of Florida, nor is it contiguous to or a part of homestead property.

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

\* "Grantor" and "Grantee" are used for singular or plural, as context requires.

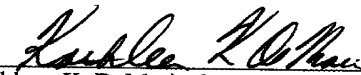
**In Witness Whereof**, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

  
Witness Name: Jeffrey T. Sauer

  
Witness Name: Kimberly George


Annette M. Merritt

By:  (Seal)  
Kathleen K. DeMaria, her attorney-in-fact

Kim Merritt

By:  (Seal)  
Kathleen K. DeMaria, her attorney-in-fact

Alicia Anne Merritt

By:  (Seal)  
Kathleen K. DeMaria, her attorney-in-fact

Christopher Michael Merritt

By:  (Seal)  
Kathleen K. DeMaria, his attorney-in-fact

Michael C. Merritt

By:  (Seal)  
Kathleen K. DeMaria, his attorney-in-fact

Jessica Nicole Merritt

 (Seal)  
Kathleen K. DeMaria, her attorney-in-fact

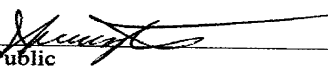
State of Florida  
County of Escambia

The foregoing instrument was acknowledged before me this 19th day of October, 2004 by Kathleen K. DeMaria, as attorney-in-fact for Annette M. Merritt, an unmarried woman and Kim Merritt, an unmarried woman and Alicia Anne Merritt, a married woman and Christopher Michael Merritt, an unmarried man and Michael C. Merritt, an unmarried man and Jessica Nicole Merritt, an unmarried woman, who [X] is personally known or [ ] has produced a driver's license as identification.

[Notary Seal]



Jeffrey T. Sauer  
Commission # DD 035372  
Expires July 30, 2005  
Bonded Thru  
Atlantic Bonding Co., Inc.

  
Notary Public

Printed Name: Jeffrey T. Sauer

My Commission Expires: July 30, 2005



STATE OF FLORIDA  
COUNTY OF ESCAMBIA

ABUTTING ROADWAY MAINTENANCE DISCLOSURE

ATTENTION: Pursuant to Escambia County Ordinances Chapter 1-29.2, Article V, Sellers of residential lots are required to disclose to buyers whether abutting roadways will be maintained by Escambia County. The disclosure must additionally provide that Escambia County does not accept roads for maintenance that have not been built or improved to meet county standards. Escambia County Code of Ordinance Chapter 1-29.2, Article V requires this disclosure be attached along with other attachments to the deed or other method conveyance required to be made part of the public records of Escambia County, Florida. Note: Acceptance for filing by County employees of this disclosure shall in no way be construed as an acknowledgment by the County of the veracity of any disclosure statement.

Name of Roadway: 4548 Mentoria Drive  
Legal Address of Property: 4548 Mentoria Drive, Pensacola, FL 32504

The County (~~XX~~) has accepted (~~X~~) has not accepted the abutting roadway for maintenance at the above address.

This form completed by: Smith, Sauer & DeMaria, 510 East Zaragoza Street, Pensacola, Florida 32501  
(Information provided by Public Works, Road & Bridges Division, Escambia County, Florida)

Buyer(s):

  
Witness Name: Jeffrey T. Sauer

  
Steven K. Zareck

  
Witness Name: Kimberly George

Seller(s):

Witnesses as to Sellers:

  
Witness Name: Jeffrey T. Sauer

  
Witness Name: Kimberly George

  
Annette M. Merritt

By: Kathleen K. DeMaria, her attorney-in-fact

  
Kim Merritt


By: Kathleen K. DeMaria, her attorney-in-fact

  
Alicia Anne Merritt

By: Kathleen K. DeMaria, her attorney-in-fact

  
Christopher Michael Merritt

By: Kathleen K. DeMaria, his attorney-in-fact

  
Michael C. Merritt

By: Kathleen K. DeMaria, his attorney-in-fact

  
Jessica Nicole Merritt

By: Kathleen K. DeMaria, her attorney-in-fact

RCD Oct 19, 2004 04:28 pm  
Escambia County, Florida

ERNIE LEE MAGAHA  
Clerk of the Circuit Court  
INSTRUMENT 2004-293843

Prepared by  
Debbie Timbie, an employee of  
Esquire Title Research of Pensacola, LLC  
17 West Government Street  
Pensacola, Florida 32502  
(850)429-9949

Return to: Mortgagee

**THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL  
BALANCE DUE UPON MATURITY IS \$190,000.00 TOGETHER WITH ACCRUED INTEREST, IF  
ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS  
MORTGAGE.**

**MORTGAGE DEED**

(Individual Balloon)

**THIS MORTGAGE DEED**, executed on **July 27, 2006**, by

**Steven K. Zareck**

whose address is: **1107 Harbor Lane, Gulf Breeze, FL 32563**  
hereinafter called the "Mortgagor", to

**B & E Holdings, Inc. a Florida LLC**

whose address is: **3000 West Nine Mile Road, Pensacola, FL 32534**  
hereinafter called the "Mortgagee":

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

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

Lot 28, Block A, LAVALLET, UNIT NO. 4, according to the map or plat thereof as recorded in Plat Book 8, at Page 67, of the Public Records of Escambia County, Florida.  
Also Known as: 4548 Mentoria Court, Pensacola, FL 32504

Subject property is not the homestead of the mortgagor.

**To have and to hold**, the same, together with the tenements, hereditaments and appurtenances thereto belonging and the rents, issue and profits thereof, unto the Mortgagee, in fee simple.

**And the Mortgagor** covenants with the Mortgagee that the Mortgagor is indefeasibly seized of said land in fee simple; that the Mortgagor has good right and lawful authority to convey said land as aforesaid; that the Mortgagor will make such further assurances to perfect the fee simple title to said land in the Mortgagee as may reasonably be required; that the Mortgagor hereby fully warrants the title to said land, and will defend the same against the lawful claims of all persons whomsoever; and that said land is free and clear of all encumbrances, except taxes of the current year, and any prior mortgages and/or liens as stated elsewhere herein.

**Provided always**, that if said Mortgagor shall pay unto said Mortgagee all sums secured by the certain promissory note attached as Exhibit "A" hereto, and shall perform, comply with and abide by each and every agreement, stipulation, condition and covenant thereof, and of this mortgage, then this mortgage and the estate hereby created shall cease, determine and be null and void.

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

**Mortgagee may require**, subject to applicable law, that Borrower/Mortgagor pay to Mortgagee on the day monthly payments are due under the note secured hereby, until said note is paid in full, a sum for (a) yearly taxes and assessments which may obtain priority over this security instrument; (b) hazard or property insurance; (c) flood insurance, and (d) for any other assessment or lien which may impair the lien or attain priority over this security instrument and the note secured hereby. These amounts shall be considered escrowed amounts. Waiver by Mortgagee to collect said escrowed amounts at any time shall not constitute a waiver to exercise Mortgagee's right to elect to collect said payment(s) at any later time while any sums of money due under this mortgage, or the note secured hereby, remain unpaid.

**If any sum** of money herein referred to be not promptly paid within **30** days after same becomes due or if each and every agreement, stipulation, condition, and covenant of said note and this mortgage, or either, is not fully performed, complied with and abided by, then the entire sum mentioned in said note and this mortgage, or the entire balance unpaid therein, shall forthwith or thereafter, at the option of the Mortgagee, become immediately due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the Mortgagee to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this mortgage accrued or thereafter accruing.

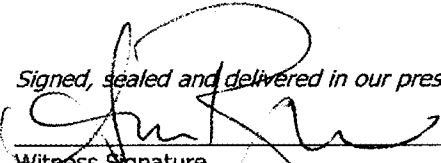
In **Witness Whereof**, the said grantor has signed and sealed these presents the day and year first above written.

**THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS \$140,000.00 TOGETHER WITH ACCURED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE.**



Steven K. Zareck

*Signed, sealed and delivered in our presence:*



Witness Signature

Print Name: Andrea Romano



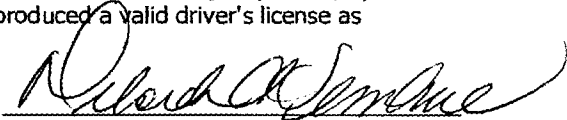
Witness Signature

Print Name: Deborah A. Timbie

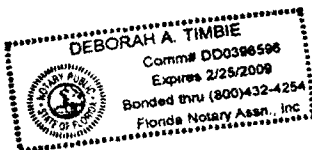
State of **Florida**

County of **Escambia**

**THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED** before me on **July 27, 2006**, by **Steven K. Zareck** who is/are personally known to me or has/have produced a valid driver's license as identification.



NOTARY PUBLIC



Notary Print Name

My Commission Expires: \_\_\_\_\_

**THIS IS A BALLOON NOTE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS \$190,000.00 TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS NOTE.**

**MORTGAGE NOTE**

(Individual Balloon)

**\$190,000.00**

**7/27/2006**

**FOR VALUE RECEIVED**, the undersigned hereinafter **Steven K. Zareck** promises to pay to **B & E Holdings, Inc. a Florida LLC**, the principal sum of **ONE HUNDRED NINETY THOUSAND Dollars and no/100 ( \$190,000.00 )** with interest thereon at the rate of **15.00000** percent, per annum, from date until maturity, said interest being payable as set forth below, both principal and interest being payable in lawful money of the United States of America at **3000 West Nine Mile Road, Pensacola, FL 32534**, or at such other address as the holder from time to time may specify by written notice to the maker, said principal and interest to be paid on the date and in the manner following:

Payable in **9** consecutive monthly initial installments of **\$1,750.00**, of interest only commencing on **August 27, 2006** and continuing on the **27** day of each month thereafter until balloon date of **4/26/2007**, on which date a **BALLOON PAYMENT IN THE AMOUNT OF \$190,000.00** together with any unpaid interest and all other sums due under this note, shall be paid in full. Interest to be calculated on the principal balance which is **\$140,000.00** at the time of this note and mortgage, with additional funding of **\$50,000.00** within 60 days and after substantial completion of renovation work on property. Thereafter the principal outstanding balance shall be **\$190,000.00** with monthly interest only payments of **\$2325.00**. Said installment when so paid shall be applied first to the interest then accrued and the balance thereof to the reduction of the principal. There shall be a 5% prepayment penalty if paid in full prior to maturity.

Any payment received more than **5** days after payment due date, shall include a late charge of **10%** per month of the payment due.

This note is to be construed and enforced according to the laws of the State of Florida, and is secured by mortgage on real estate of even date herewith.

If default be made in the payment of any of said sums or interest or in the performance of any agreements contained herein or in the said mortgage, and if such default is not made good within **30** days, then, at the option of the holder of the same, the principal sum then remaining unpaid with accrued interest shall immediately become due and collectable without notice, time being of the essence to this contract, and said principal sum and said accrued interest shall both bear interest at the maximum rate per annum allowed by law, from such time until paid.

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

Documentary Tax has been paid and proper stamps have been affixed to the Mortgage.

**Maker's Address:** 1107 Harbor Lane  
Gulf Breeze, FL 32563



Steven K. Zareck

### **1-4 FAMILY RIDER (Assignment of Rents)**

THIS 1-4 FAMILY RIDER, is made this 07/27/2006 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to B & E Holdings, Inc. a Florida LLC (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

**4548 Mentoria Court Pensacola, Florida 32504**

**1-4 FAMILY COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

**A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT.** In addition to the Property described in Security Instrument, the following items now or hereafter attached to the Property to the extent they are fixtures are added to the property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

**B. USE OF PROPERTY; COMPLIANCE WITH LAW.** Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

**C. SUBORDINATE LIENS.** Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without the Lender's prior written permission.

**D. RENT LOSS INSURANCE.** Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Section 5.

**E. "BORROWER'S RIGHT TO REINSTATE" DELETED.** Section 19 is deleted.

**F. BORROWER'S OCCUPANCY.** Unless Lender and Borrower otherwise agree in writing, the first sentence in Section 6 concerning Borrower's occupancy of the Property is deleted.

**G. ASSIGNMENT OF LEASES.** Upon Lender's request after default, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases to the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G. the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

**H. ASSIGNMENT OF RENTS: APPOINTMENT OF RECEIVER; LENDER IN POSSESSION.** Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to Section 22 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only. If Lender gives notice of default to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agent upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Section 9.


Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not performed, and will not perform, any act that would prevent Lender from exercising its rights under this paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the property before or after giving notice of default to Borrower. However, Lender or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This Agreement of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

**I. CROSS-DEFAULT PROVISION.** Borrower's default or breach under any note or agreement in which Lender has interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.



BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family Rider.

  
\_\_\_\_\_  
Steven K. Zareck