



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

Part 1: Tax Deed Application Information

Applicant Name Applicant Address	KEYS FUNDING LLC - 7022 PO BOX 71540 PHILADELPHIA, PA 19176-1540	Application date	Apr 22, 2024
Property description	NGUYEN HUONG 1161 W NINE ONE HALF MILE RD PENSACOLA, FL 32534-1159 1161 W 9 1/2 MILE RD 01-4912-000 BEG AT NW COR SW 1/4 OF SEC S 89 DEG 28 MIN 17 SEC E ALG N LI OF SW 1/4 FOR 33 FT S 0 DEG 30 MIN 57 (Full legal attached.)	Certificate #	2022 / 427
		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)
# 2022/427	06/01/2022	6,054.92	302.75	6,357.67
→Part 2: Total*				6,357.67

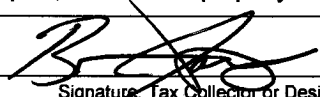
Part 3: Other Certificates Redeemed by Applicant (Other than County)

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)
# 2023/399	06/01/2023	6,051.64	6.25	360.58	6,418.47
Part 3: Total*					6,418.47

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)	12,776.14
2. Delinquent taxes paid by the applicant	0.00
3. Current taxes paid by the applicant	5,771.58
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)	18,922.72

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 24th, 2024
--	--

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

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.	226,650.50
16. Statutory opening bid (total of Lines 7, 14, 15, and 16 if applicable)	
Sign here: _____ Date of sale <u>04/02/2025</u> Signature, Clerk of Court or Designee	

INSTRUCTIONS + 6.25

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.

BEG AT NW COR SW 1/4 OF SEC S 89 DEG 28 MIN 17 SEC E ALG N LI OF SW 1/4 FOR 33 FT S 0 DEG 30 MIN 57 SEC W 15 FT TO INTER OF E R/W LI ASHLAND AVE AND S R/W LI 9 1/2 MILE RD FOR POB CONT S 0 DEG 30 MIN 57 SEC W ALG E R/W LI ASHLAND AVE 311 43/100 FT S 89 DEG 26 MIN 31 SEC E 304 53/100 FT N 0 DEG 30 MIN 57 SEC E 311 59/100 FT S 89 DEG 28 MIN 17 SEC E ALG S R/W LI OF 9 1/2 MILE RD 304 53/100 FT TO POB S/D OF SEC LESS NE 1/4 OR 6673 P 551 LESS OR 6673 P 1926 HOYT

APPLICATION FOR TAX DEED

Section 197.502, Florida Statutes

512
R. 12/16

Application Number: 2400552

To: Tax Collector of ESCAMBIA COUNTY, Florida

I,

KEYS FUNDING LLC - 7022

PO BOX 71540

PHILADELPHIA, PA 19176-1540,

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
01-4912-000	2022/427	06-01-2022	BEG AT NW COR SW 1/4 OF SEC S 89 DEG 28 MIN 17 SEC E ALG N LI OF SW 1/4 FOR 33 FT S 0 DEG 30 MIN 57 SEC W 15 FT TO INTER OF E R/W LI ASHLAND AVE AND S R/W LI 9 1/2 MILE RD FOR POB CONT S 0 DEG 30 MIN 57 SEC W ALG E R/W LI ASHLAND AVE 311 43/100 FT S 89 DEG 26 MIN 31 SEC E 304 53/100 FT N 0 DEG 30 MIN 57 SEC E 311 59/100 FT S 89 DEG 28 MIN 17 SEC E ALG S R/W LI OF 9 1/2 MILE RD 304 53/100 FT TO POB S/D OF SEC LESS NE 1/4 OR 6673 P 551 LESS OR 6673 P 1926 HOYT

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

KEYS FUNDING LLC - 7022

PO BOX 71540

PHILADELPHIA, PA 19176-1540

04-22-2024

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				
Parcel ID:	091S302101010005	Year	Land	Imprv	Total	Cap Val
Account:	014912000	2023	\$45,312	\$658,871	\$704,183	\$453,301
Owners:	NGUYEN HUONG	2022	\$45,312	\$588,327	\$633,639	\$440,099
Mail:	1161 W NINE ONE HALF MILE RD PENSACOLA, FL 32534-1159	2021	\$45,312	\$464,806	\$510,118	\$427,281
Situs:	1161 W 9 1/2 MILE RD 32534	Disclaimer				
Use Code:	SINGLE FAMILY RESID 	Tax Estimator				
Taxing Authority:	COUNTY MSTU	File for Exemption(s) Online				
Tax Inquiry:	Open Tax Inquiry Window	Report Storm Damage				
Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector						

Sales Data						2023 Certified Roll Exemptions	
Sale Date	Book	Page	Value	Type	Official Records (New Window)	HOMESTEAD EXEMPTION	
12/28/2010	6673	551	\$142,000	WD		Legal Description	
07/2004	5459	1393	\$90,000	WD		BEG AT NW COR SW 1/4 OF SEC S 89 DEG 28 MIN 17 SEC E	
05/1996	3973	542	\$32,000	QC		ALG N LI OF SW 1/4 FOR 33 FT S 0 DEG 30 MIN 57 SEC W 15	
						FT TO...	
Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller						Extra Features	
						None	

Parcel Information	Launch Interactive Map
<p>Section Map Id: 09-1S-30-2</p> <p>Approx. Acreage: 1.7743</p> <p>Zoned: MDR MDR MDR MDR MDR MDR MDR MDR MDR MDR MDR MDR MDR MDR MDR</p>	<p>View Florida Department of Environmental Protection(DEP) Data</p>

MDR

Evacuation
& Flood
Information
Open
Report

Buildings

Address: 1161 W 9 1/2 MILE RD, Year Built: 2015, Effective Year: 2015, PA Building ID#: 46594

Structural Elements

DECOR/MILLWORK-ABOVE AVERAGE
DWELLING UNITS-1
EXTERIOR WALL-STUCCO
FLOOR COVER-TILE/STAIN CONC/BRICK
FOUNDATION-SLAB ABOVE GRDE
HEAT/AIR-CENTRAL H/AC
INTERIOR WALL-DRYWALL-DECORAT
NO. PLUMBING FIXTURES-10
NO. STORIES-1
ROOF COVER-DIMEN/ARCH SHNG
ROOF FRAMING-GABL/HIP COMBO
STORY HEIGHT-0
STRUCTURAL FRAME-WOOD FRAME

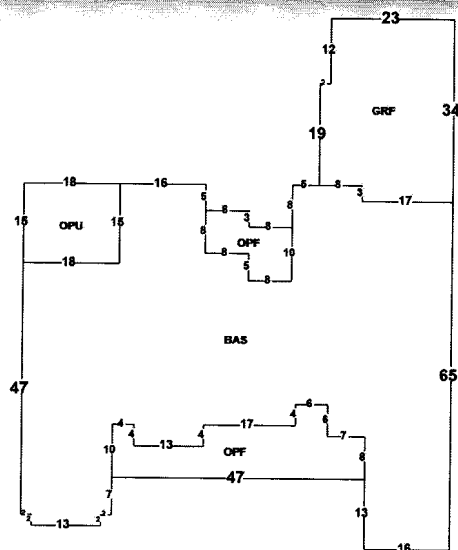
Areas - 5400 Total SF

BASE AREA - 3756

GARAGE FIN - 802

OPEN PORCH FIN - 572

OPEN PORCH UNF - 270



Images

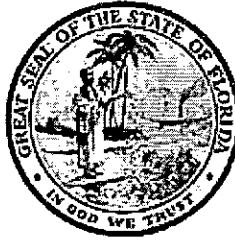


10/2/2015 12:00:00 AM

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

Last Updated: 05/07/2024 (tc.4689)

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

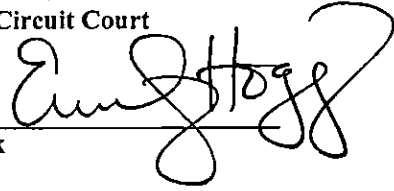
**PAM CHILDERS, CLERK OF THE CIRCUIT COURT
Tax Certificate Redeemed From Sale
Account: 014912000 Certificate Number: 000427 of 2022**

**Payor: BROWN & ASSOCIATES LAW & TITLE PA 11373 COUNTRYWAY BLVD TAMPA FL
33626 Date 6/25/2024**

Clerk's Check #	1	Clerk's Total	\$538.08	\$19,646.33
Tax Collector Check #	1	Tax Collector's Total	\$22,835.06	
		Postage	\$100.00	
		Researcher Copies	\$0.00	
		Recording	\$10.00	
		Prep Fee	\$7.00	
		Total Received	\$22,990.14	

\$19,663.33

**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 000427

Redeemed Date 6/25/2024

Name BROWN & ASSOCIATES LAW & TITLE PA 11373 COUNTRYWAY BLVD TAMPA FL 33626

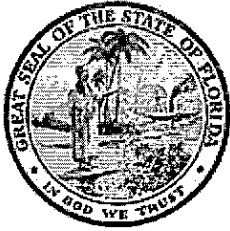
Clerk's Total = TAXDEED	\$588.08 \$19,646.33
Due Tax Collector = TAXDEED	\$22,335.06
Postage = TD2	\$100.00
ResearcherCopies = TD6	\$0.00
Release TDA Notice (Recording) = RECORD2	\$10.00
Release TDA Notice (Prep Fee) = TD4	\$7.00

• 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: 014912000 Certificate Number: 000427 of 2022

Redemption ☐ No ☒ Application Date Interest Rate

	Final Redemption Payment ESTIMATED	Redemption Overpayment ACTUAL
	Auction Date <input type="text" value="4/2/2025"/>	Redemption Date <input type="text" value="6/25/2024"/>
Months	12	2
Tax Collector	<input type="text" value="\$18,922.72"/>	<input type="text" value="\$18,922.72"/>
Tax Collector Interest	\$3,406.09	\$567.68
Tax Collector Fee	<input type="text" value="\$6.25"/>	<input type="text" value="\$6.25"/>
Total Tax Collector	\$22,335.06	<input type="text" value="\$19,496.65"/> 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	\$82.08	\$13.68
Total Clerk	\$538.08	<input type="text" value="\$469.68"/> 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	\$22,990.14	\$19,983.33
	Repayment Overpayment Refund Amount	\$3,006.81
Book/Page	<input type="text" value="9147"/>	<input type="text" value="1740"/>



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 #: 01-4912-000 CERTIFICATE #: 2022-0427

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: December 12, 2004 to and including December 12, 2024 Abstractor: Pam Alvarez

BY

Michael A. Campbell,
As President
Dated: December 16, 2024

PROPERTY INFORMATION REPORT
CONTINUATION PAGE

December 16, 2024

Tax Account #: **01-4912-000**

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

By Virtue of General Warranty Deed recorded 12/29/2010 in OR 6673/551

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 Gulf States Capital recorded 6/26/2024 OR 9166/777**
 - b. **Mortgage in favor of Soviero Capital LLC recorded 9/17/2024 OR 9205/58 and further assigned to Burchetti LLC by Assignment recorded 9/20/2024 OR 9207/126**
 - c. **Assignment of Leases, Rents, Issues, Proceeds and Profits in favor of Soviero Capital LLC recorded 9/17/2024 OR 9205/72**
 - d. **Mortgage in favor of Soviero Family II LLC recorded 9/17/2024 OR 9205/76 together with Modification recorded 9/20/2024 OR 9207/456 and further assigned to iThink Financial Credit Union recorded 11/19/2024 OR 9234/472**
 - e. **Certificate of Delinquency recorded 3/27/2015 OR 7320/1177**
 - f. **Judgment in favor of Midland Funding LLC recorded 11/13/2020 OR 8404/1082**
 - g. **Judgment in favor of Escambia County recorded 9/3/2014 OR 7220/1981**
 - h. **Judgment in favor of Bank of America NA recorded 7/31/2020 OR 8342/281**
 - i. **Judgment in favor of Florida State Employees Federal Credit Union recorded 2/28/2007 OR 6095/986**
 - j. **Judgment in favor of Hudson & Keyse LLC recorded 4/18/2007 OR 6127/1627**
 - k. **Judgment in favor of Escambia County recorded 1/29/2007 OR 6075/1825**
 - l. **Judgment in favor of Escambia County recorded 1/5/2005 OR 5555/1069**
 - m. **Judgment in favor of Escambia County recorded 1/5/2005 OR 5555/1070**
 - n. **Judgment in favor of Escambia County recorded 9/10/2024 OR 9201/1275**
 - o. **Judgment in favor of Escambia County recorded 9/10/2024 OR 9201/1276**
 - p. **Tax Lien in favor of Internal Revenue Service recorded 11/5/2024 OR 9228/52**

4. Taxes:

Taxes for the year(s) NONE are delinquent.

Tax Account #: 01-4912-000

Assessed Value: \$466,900.00

Exemptions: HOMESTEAD

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

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

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

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

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

CERTIFICATION: TITLE SEARCH FOR TDA

TAX DEED SALE DATE: APR 2, 2025

TAX ACCOUNT #: 01-4912-000

CERTIFICATE #: 2022-0427

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 checked="" type="checkbox"/>	<input type="checkbox"/>	Notify Escambia County, 190 Governmental Center, 32502
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Homestead for <u>2024</u> tax year.

HUONG NGUYEN
1161 W 9 1/2 MILE RD
PENSACOLA, FL 32534-1159

HUONG NGUYEN
4782 MALLARD CREEK ROAD
PENSACOLA, FL 32526

HUNG NGUYEN
1212 SUBURBAN DR
PENSACOLA, FL 32503

HUNG NGUYEN
1366 MAZUREK BLVD
PENSACOLA, FL 32514

HUNG TAN NGUYEN
6660 FRANK REEDER RD
PENSACOLA, FL 32526

HUNG T NGUYEN
1294 MAZUREK BLVD
PENSACOLA, FL 32514-3974

HONG LIEN NGUYEN
5880 AUVERS BOULEVARD #102
WINTER PARK, FL 32804

HUNG V NGUYEN
5232 ZACHARY BLVD
PENSACOLA, FL 32526

HUNG VAN NGUYEN
190 SEMINOLE TRAIL
PENSACOLA, FL 32506

GULF STATES CAPITAL
4150 SOUTHWEST DR SUITE 210
ABILENE, TX 79606

CONTINUED ON PAGE 5

CONTINUED FROM PAGE 4

**BURCHETTI LLC
3611 W MULLEN AVE
TAMPA, FL 33609**

**ITHINK FINANCIAL CREDIT UNION
1000 NW 17TH AVE
DELRAY BEACH, FL 33445**

**DEPARTMENT OF TREASURY
INTERNAL REVENUE SERVICE
400 W BAY ST STE 35045
JACKSONVILLE, FL 32202-4437**

**MIDLAND FUNDING LLC
350 CAMINO DE LA REINA SUITE 100
SAN DIEGO, CA 92108**

**FLORIDA STATE EMPLOYEES
FEDERAL CREDIT UNION
7645 E NINE MILE RD
PENSACOLA, FL 32524**

**SOVIERO CAPITAL LLC
1025 WEST INDIANTOWN RD SUITE 106
JUPITER, FL 33458**

**CLERK OF CIRCUIT COURT
DIVISION ENFORCEMENT
1800 WEST ST MARY'S ST
PENSACOLA, FL 32501**

**DOR CHILD SUPPORT DOMESTIC
RELATIONS
3670B NORTH "L" STREET
PENSACOLA, FL 32505**

**BANK OF AMERICA NA
100 NORTH TRYON STREET
CHARLOTTE, NC 28202**

**HUDSON & KEYSE LLC
PO BOX 1090
MENTOR, OH 44061**

Certified and delivered to Escambia County Tax Collector, this 16th day of December, 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

December 16, 2024

Tax Account #:01-4912-000

LEGAL DESCRIPTION EXHIBIT "A"

BEG AT NW COR SW 1/4 OF SEC S 89 DEG 28 MIN 17 SEC E ALG N LI OF SW 1/4 FOR 33 FT S 0 DEG 30 MIN 57 SEC W 15 FT TO INTER OF E R/W LI ASHLAND AVE AND S R/W LI 9 1/2 MILE RD FOR POB CONT S 0 DEG 30 MIN 57 SEC W ALG E R/W LI ASHLAND AVE 311 43/100 FT S 89 DEG 26 MIN 31 SEC E 304 53/100 FT N 0 DEG 30 MIN 57 SEC E 311 59/100 FT S 89 DEG 28 MIN 17 SEC E ALG S R/W LI OF 9 1/2 MILE RD 304 53/100 FT TO POB S/D OF SEC LESS NE 1/4 OR 6673 P 551 LESS OR 6673 P 1926 HOYT

SECTION 09, TOWNSHIP 1 S, RANGE 30 W

TAX ACCOUNT NUMBER 01-4912-000(0425-02)

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

Recorded in Public Records 12/29/2010 at 10:55 AM OR Book 6673 Page 551,
Instrument #2010083916, Ernie Lee Magaha Clerk of the Circuit Court Escambia
County, FL Recording \$35.50 Deed Stamps \$994.00

Prepared by:

Southern Guaranty Title Company
4400 Bayou Boulevard, Suite 13B
Pensacola, Florida 32503

File Number: 100194

General Warranty Deed

Made this December 28, 2010 A.D., By **Edward L. Davis and Elizabeth L. Davis, husband and wife**, whose post office address is: 567 Satsuma Road, Chattahoochee, FL 32324, hereinafter called the grantor, to **Huong Nguyen**, whose post office address is: 4782 Mallard Creek Road, Pensacola, Florida 32526, hereinafter called the grantee:

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

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

See Attached Schedule A

Said property is not the homestead of the Grantor under the laws and constitution of the State of Florida in that neither Grantor nor any members of the household of Grantor reside thereon.

Parcel ID Number: 091S30-2101-010-005

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

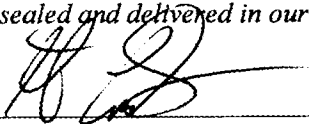
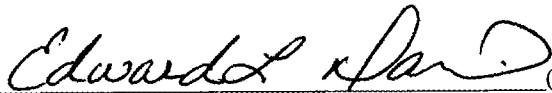
To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 2010.

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

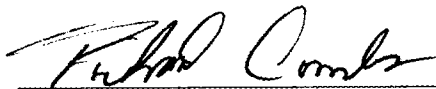
BK: 6673 PG: 552

Signed, sealed and delivered in our presence:

Witness Printed Name Robert Combs

(Seal)

Edward L. Davis

Witness Printed Name Richard Combs

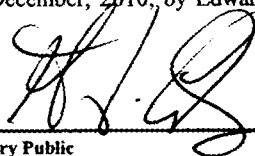
Address: _____

(Seal)

State of Florida

County of Escambia

The foregoing instrument was acknowledged before me this 28th day of December, 2010, by Edward L. Davis, who is/are personally known to me or who has produced D.L. as identification.



Notary Public

Print Name: Robert K. Combs

My Commission Expires: _____

DEED Individual Warranty Deed with Non-Homestead-Legal on Schedule A

BK: 6673 PG: 553

Signed, sealed and delivered in our presence:

X [Signature]
Witness Printed Name M HARDAWAY

[Signature] (Seal)
Elizabeth L. Davis

X [Signature]
Witness Printed Name Paul J. MIRANDA

State of Florida
County of Marin

The foregoing instrument was acknowledged before me this 23rd day of December, 2010, by Elizabeth L. Davis, husband and wife, who is/are personally known to me or who has produced _____ as identification.

[Signature]
Notary Public
Print Name: M Hardaway

My Commission Expires:



DEED Individual Warranty Deed with Non-Homestead-Legal on Schedule A

EXHIBIT "A"

COMMENCING AT A 1" IRON ROD LOCATED AT THE NORTHWEST CORNER OF SOUTHWEST ¼ OF SECTION 9, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE S. 89°28'17" E. ALONG THE NORTH LINE OF THE SOUTHWEST ¼ OF SECTION 9 FOR 33.00'; THENCE S. 00°30'57" W. FOR 15.00' TO A CAPPED IRON ROD #3578 AT THE INTERSECTION OF THE EAST R/W LINE OF ASHLAND AVENUE AND THE SOUTH R/W LINE OF 9 ½ MILE ROAD AND THE POINT OF BEGINNING; THENCE CONTINUE S. 00°30'57" W. ALONG THE EAST R/W LINE OF ASHLAND AVENUE FOR 311.43' TO A CAPPED IRON ROD #3578; THENCE S. 89°26'31" E. FOR 304.53' TO A CAPPED IRON ROD #3578; THENCE N. 00°30'57" E. FOR 311.59' TO A CAPPED IRON ROD #3578 ON THE SOUTH R/W LINE OF 9 ½ MILE ROAD; THENCE N. 89°28'17" W. ALONG SAID SOUTH R/W LINE FOR 304.53' TO THE POINT OF BEGINNING. CONTAINING 2.18 ACRES, MORE OR LESS.

The block contains two handwritten marks. On the left is a large, stylized signature that appears to be 'CLD'. To its right are smaller initials, possibly 'EQ' or 'Eh', also handwritten.

Recorded in Public Records 6/26/2024 9:37 AM OR Book 9166 Page 777,
Instrument #2024048841, Pam Childers Clerk of the Circuit Court Escambia
County, FL Recording \$78.00 MTG Stamps \$1,225.00 Int. Tax \$700.00

Prepared by:
Nathan Williams
Gulf States Capital
4150 Southwest Dr., Suite 210,
Abilene, TX 79606

MORTGAGE AND SECURITY AGREEMENT

THIS AGREEMENT is made the 20th day of June 2024, between **Huong Nguyen, a single woman**, whose address is 1161 West 9 and Half Mile Road, Pensacola, FL 32534 of Escambia County, Florida, hereinafter called Mortgagor; and **Gulf States Capital**, whose address is 4150 Southwest Dr., Suite 210, Abilene, TX 79606 of Taylor County, Texas, hereinafter called Mortgagee;

WITNESSETH:

Mortgagor, in consideration of the sum of **Three Hundred Fifty Thousand Dollars (\$350,000.00)** and other valuable consideration to Mortgagor paid by Mortgagee, receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, assign, transfer, convey and confirm unto Mortgagee the property situated in Escambia County, Florida, described as:

COMMENCING AT A 1" IRON ROD LOCATED AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE SOUTH 89 DEGREES 28'17" EAST ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF SECTION 9 FOR 33.00 FEET; THENCE SOUTH 00 DEGREES 30'57" WEST FOR 15.00 FEET TO A CAPPED IRON ROD #3578 AT THE INTERSECTION OF THE EAST R/W LINE OF ASHLAND AVENUE AND THE SOUTH RIGHT OF WAY LINE OF 9 1/2 MILE ROAD AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00 DEGREES 30'57" WEST ALONG THE EAST RIGHT OF WAY LINE OF ASHLAND AVENUE FOR 311.43 FEET TO A CAPPED IRON ROD #3578; THENCE SOUTH 89 DEGREES 26'31" EAST FOR 304.53 FEET TO A CAPPED IRON ROD #3578; THENCE NORTH 00 DEGREES 30'57" EAST FOR 311.59 FEET TO A CAPPED IRON ROD #3578 ON THE SOUTH RIGHT OF WAY LINE OF 9 1/2 MILE ROAD; THENCE NORTH 89 DEGREES 28'17" WEST ALONG SAID SOUTH RIGHT OF WAY LINE FOR 304.53 FEET TO THE POINT OF BEGINNING. LESS AND EXCEPT THE PROPERTY DESCRIBED IN OR BOOK 6673, PAGE 1926.

Together with all buildings, structures and other improvements and all fixtures, furniture, and furnishings, equipment, carpeting, appliances and all other personally now on such land or that may hereafter be erected or placed thereon or acquired therefore, including, but not limited to, all heating, lighting, plumbing, ventilating, refrigerating, air conditioning, sprinkling, water and power systems, appliances and fixtures; all elevators, motors and machinery; all storm and screen windows and doors, screens, awnings, window shades, bath tubs, sinks, toilets, basins, mirrors, refrigerators, hot water heaters and ranges and all substitutions and replacements thereof and all proceeds thereof, including insurance proceeds, and all shrubbery now growing or that may hereafter be planted or grown thereon. The real and personal property described herein is sometimes hereafter collectively called "the property".

Mortgagor also hereby grants, assigns, transfers and conveys to Mortgagee all rents, issues,

BK: 9166 PG: 778

income and profits from the property, which are hereby specifically assigned and pledged to Mortgagee as security for the payment of the debt herein referred to and Mortgagor's performance of all of Mortgagor's covenants and agreements herein contained; and also all the crops and/or produce of every kind now growing or that may be hereafter growing, grown or produced upon said land, or any part thereof.

Mortgagor also hereby grants, assigns, transfers and conveys to Mortgagee all and singular the ways, easements, riparian and other rights, and all tenements, hereditaments and appurtenances belonging to the property or in anywise appertaining thereto.

Mortgagor hereby grants to Mortgagee a mortgage and security interest in all of the property described in the Agreement and in addition to the rights of a mortgage, Mortgagee shall have all of the rights of a secured party under the Florida Uniform Commercial Code.

TO HAVE AND TO HOLD the above described property unto Mortgagee forever.

Mortgagor hereby covenants with Mortgagee that Mortgagor is indefeasibly seized with the absolute and fee simple title to the property; that Mortgagor has full power and lawful authority to sell, convey, assign, transfer and mortgage the same; that it shall be lawful for Mortgagee at any time hereafter peaceable and quietly to enter upon, have, hold and enjoy the property and every part thereof; that the property is free and discharged from all liens, encumbrances and claims of every kind, including all taxes and assessments, except for taxes and assessments not yet due and payable and governmental regulations.

Mortgagor covenants that Mortgagor, at Mortgagor's own expense, will execute such other and further instruments and assurances to vest absolute and fee simple title to the property in Mortgagee that may be requested by Mortgagee; and that Mortgagor will warrant and defend the title to the property unto Mortgagee against the lawful claims and demands of all persons whomsoever.

Mortgagor shall not place any secondary financing lien on the Property, either by way of mortgage, property tax lien, PACE financing lien, unpaid assessment lien, CDD lien, home improvement lien, or otherwise, without the Mortgagee's prior written consent. In the event Mortgagor violates the terms of this paragraph Mortgagee may, at Mortgagee's option, and without notice to Mortgagor, declare all sums secured by this Mortgage to be immediately due and payable. No curative provision set forth in this Mortgage shall be applicable to the provisions of this paragraph.

This mortgage is given to secure to Mortgagee payment of that one certain promissory note, even date herewith, made by Huong Nguyen in the original principal amount of \$350,000.00, accruing interest at the rate of 13.99% per annum on the principal amounts remaining from time to time unpaid, which note is payable to the order of the Mortgagee, at 2355 Alexander Circle #108 Clearwater, FL 33763.

Installments not paid within fifteen (15) days of the date when due shall be subject to and it is agreed Mortgagee shall collect thereon and therewith a "Late Charge" in the amount of four percent (4%) of the amount of the delinquent payment.

BK: 9166 PG: 779

In the event a negotiable instrument received for payment is unable to be processed due to insufficient funds it is agreed Holder shall collect thereon and therewith an "Insufficient Funds Fee" in the amount of Seventy-Five Dollars (\$75.00) per incident.

At any time the Mortgagor shall be able to make additional monthly payments towards the entire balance of the loan. Mortgagee shall apply any prepayment first to reduce any interest and charges owing at the time of such prepayment and then to reduce the amount of principal owing. Until full payment of such promissory note(s) or any extensions or renewals thereof, in whole or in part, and until payment of all other indebtedness or liability that may become due or owing hereunder and secured hereby, if Mortgagor shall faithfully and promptly comply with and perform each and every other covenant and provision herein on the part of Mortgagor to be complied with and performed, then this agreement shall be void.

Mortgagor agrees that any additional sum or sums advanced by the then holder of the Note secured hereby to or for the benefit of Mortgagor, whether such advances are obligatory or made at the option of the Mortgagee, or otherwise, at any time within Seven (7) years from the date of this mortgage, with interest thereon at the rate agreed upon at the time of each additional loan or advance, shall be equally secured with and have the same priority as the original indebtedness secured hereby and all such sums shall be subject to all of the terms and provisions of this mortgage, whether or not such additional loan or advance is evidenced by a promissory note and whether or not identified by a recital that it is secured by this mortgage; provided that the aggregate amount of principal indebtedness outstanding at any one time shall not exceed the sum of \$350,000.00 and provided further that it is understood and agreed that this future advance provision shall not be construed to obligate Mortgagee to make any such additional loans or advances. It is further agreed that any additional note or notes executed and delivered under this future advance provision shall be included in the word "Note" wherever it appears in the context of this mortgage.

And Mortgagor hereby further covenants as follows:

To pay, with interest, the Note and any extensions or renewals thereof, in whole or in part, and all other indebtedness or liability hereby secured, however created or evidenced, promptly when the same respectively becomes due; to pay and/or discharge any other amounts, indebtedness and/or liability that may in the future become due, owing or outstanding from Mortgagor to Mortgagee, however the same may be or may have been contracted, evidenced or accrued; to pay all taxes and assessments levied or assessed upon the property before the same become delinquent, and in no event to permit the property, or any part thereof, to be sold for nonpayment of taxes or assessments; to keep the property in good repair and to permit, commit or suffer no waste, impairment or deterioration thereof; to comply strictly with all laws and governmental regulations and rules affecting the property or its operation; to pay all taxes that may be levied or assessed on this mortgage or the moneys secured hereby; to permit no mechanic's or other liens arising either by contract or by law, to be created or rest upon all or any part of the property for ten days without the same being paid or released, and discharge of the property therefrom procured; and to pay all costs and expenses incurred or paid by Mortgagee in collecting the moneys hereby secured or in enforcing or protecting the rights and security of the Mortgagee hereunder, including reasonable attorneys' fees incurred out of court, at trial, on appeal, or in bankruptcy proceedings, in the amount of 10% of the principal sum, in the event the mortgage and the Note or other evidence of liability be placed in the hands of an

BK: 9166 PG: 780

attorney for collection. Pursuant to Florida Statute 687.06, it shall not be necessary for any court to adjudge an attorney's fee to be reasonable and just, when such fee does not exceed ten percent (10%) of the principal sum secured by this mortgage. In the event of a foreclosure, the Mortgagor acknowledges that attorney fees charged therein can equal, and in certain situations exceed, the sum of \$3,000.00. Thus, the Mortgagor agrees to pay to the attorney engaged by the Lender the attorney fees equaling at a minimum of \$3,000.00 and those reasonable amounts in excess thereof. In addition, the Mortgagor acknowledges and agrees that in the event of a foreclosure, that the Lender shall be entitled to receive as post-judgment interest, a rate equal to the default rate as contained in the promissory note.

The post judgment rate of interest for any judgment entered pursuant to this Mortgage or any other loan document executed in connection herewith shall be the greater of: (i) the default rate set forth in the Note; or (ii) the rate established by the Comptroller of the State of Florida pursuant to F.S. Section 55.03(1)

Mortgagor further covenants to keep the buildings, structures and other improvements now or hereafter erected or placed on the premises and constituting a part of the mortgage security constantly insured against all loss or damage for the full insurable value of the property for fire, windstorm and extended coverage in insurance companies satisfactory to Mortgagee (but Mortgagee shall not be liable for the insolvency or irresponsibility of any such companies,) which policies shall provide for not less than 10 days written notice of cancellation to mortgagee, and to pay promptly all premiums for such insurance, the policies representing which shall be delivered to and held by Mortgagee as additional security for the payment of the indebtedness and liability security hereby. All sums recoverable on any such insurance policies shall be made payable to Mortgagee by a loss payable clause satisfactory to Mortgagee, to be attached to such policies. In the event any such insurance policy shall expire during the life hereof, Mortgagor agrees to procure and pay for renewal thereof, with the above requirements, replacing such expired policy, and deposit the same with Mortgagee, together with receipts showing payment in full of premiums therefore, ten days prior to the expiration date of such policy. In case of loss Mortgagee is hereby authorized to adjust and settle any claim under any such policy and Mortgagee is authorized to collect and receipt for any such insurance money and to apply the same, at Mortgagee's option, in reduction of the indebtedness hereby secured, whether due or not, or to allow Mortgagor to use such insurance money, or any part thereof, in repairing the damage or restoring the improvements or other property without affecting the lien hereof for the full amount secured hereby.

It is further covenanted the Mortgagee may (but shall not be obligated so to do) advance monies that should have been paid by Mortgagor hereunder in order to protect the lien or security hereof, including but not limited to ad valorem taxes, non-ad valorem assessments, insurance premiums, and assessments by homeowner associations, condominium associations, or other municipalities, and Mortgagor agrees without demand to forthwith repay such advance or money, which amount shall bear interest from the date so advanced until paid at the rate then payable as provide in the Note, together with an administrative fee of \$250.00 due to Mortgagee and other costs or expenses associated with such advance or payment, and shall be considered as so much additional indebtedness secured hereby; but no payment by Mortgagee of any such advance or monies shall be deemed a waiver of Mortgagee's right to declare the principal sum due hereunder by reason of the default or violation of Mortgagor in any of their covenants hereunder. Mortgagor immediately upon demand will pay all sums so expended by Mortgagee, with interest from the date of each such expenditure at the rate then payable as

BK: 9166 PG: 781

provided in the Note. If any payment that is not paid by Mortgagor pursuant to this Paragraph, then the Indebtedness hereunder will immediately become due and payable at Mortgagee's option.

Mortgagor further covenants that granting any extension or extensions of the time payment of any part of all of the total indebtedness or liability secured hereby, or taking other or additional security for payment thereof, shall not affect this mortgage or the rights of Mortgagee hereunder, or operate as a release from any liability upon any part of the indebtedness hereby secured under any covenant herein contained.

It is further covenanted and made of the essence hereof that in case of default for thirty (30) days in the performance of any of the covenants herein on the part of Mortgagor, then it shall be optional with Mortgagee to consider all unmatured indebtedness or liability secured hereby, and accrued interest thereon, as immediately due and payable, without demand and without notice or declaration of said option. In case of default for forty-five (45) days, Mortgagee shall have the right forthwith to institute proceedings to enforce the collection of all moneys secured hereby and/or to foreclose the lien hereof.

It is further stipulated and agreed by and between the parties that the Mortgagee shall have the right to exercise any option of privilege herein given or reserved and to enforce any duty of the Mortgagor at any time without further or other notice regardless of any prior waiver by Mortgagee or default of Mortgagor or delay by Mortgagee in exercising any right, option, or privilege or enforcing such duty of Mortgagor, and no waiver by Mortgagee of default of Mortgagor nor delay of Mortgagee in exercising any right, privilege or option or in enforcing any duty of Mortgagor shall be deemed, held, or construed to be a waiver of any of the terms or provisions of this mortgage or of any subsequent or continuing default.

Mortgagor covenants and agrees to cultivate and properly care for all growing crops on the property in accordance with prevailing horticulture practices in the State of Florida. It is further covenanted and agreed that if at any time in the opinion of Mortgagee a receivership may be necessary to protect the mortgaged property, or its rents, issues, profits, crops or produce, whether before or after maturity of the indebtedness hereby secured or at the time of or after the institution of suit to collect such indebtedness, or to enforce the mortgage, Mortgagee shall, as a matter of strict right and regardless of the value of the mortgage security for the amounts due hereunder or secured hereby, or of the solvency of any party bound for the payment of such indebtedness, have the right to the appointment on ex parte application, and without notice to anyone, by any Court having jurisdiction, of a receiver to take charge of, manage, preserve, protect, operate the property and to operate and conduct any business located on the property, to collect rents, issues, profits and income thereof, to sell and deliver all crops and produce growing or grown and produced on the property, to fertilize and care for any groves on the property, to make all necessary and needed repairs, and to pay all taxes and assessments against the property and insurance premiums for insurance thereon and after the payment of the expenses of the receivership and management of the property to apply the net proceeds in reduction of the indebtedness hereby secured or in such manner as the Court shall direct. Such receivership shall, at the option of Mortgagee, continue until full payment of all sums hereby secured, or until title to said property shall have passed by sale under this mortgage.

BK: 9166 PG: 782

It is covenanted and agreed that the terms "Mortgagor" and "Mortgagee" are used for convenience herein, and such terms and any pronouns used in connection therewith shall be construed to include the plural as well as the singular number, and the masculine, feminine and neuter genders, whenever and wherever the context so admits or requires; and that all covenants and obligations of the respective parties hereto shall extend to and be binding upon their respective heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, Mortgagor has executed this mortgage the 20th day of June 2024.

Signed, sealed and delivered in the presence of:

Witness: Michael J Boland

Address
5326 Timothy Ln
Milton FL 32570

Huong Nguyen (SEAL)
Huong Nguyen

Witness: Nicole L Boland

Address
5326 Timothy Lane
Milton, FL 32570

_____ (SEAL)

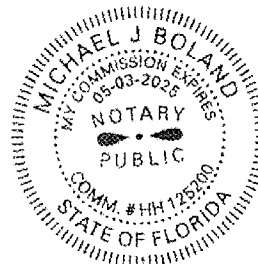
State of Florida

County of Escambia

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 20th day of June 2024, by Huong Nguyen who is personally known to me or who has produced Dr. Jeff Lewis as identification, and who has not taken an oath.

Michael J Boland
Print:
Notary Public, State of Florida
My Commission Expires

Michael J Boland



BK: 9166 PG: 783

DOCUMENTARY STAMPS IN THE CORRECT AMOUNT HAVE BEEN AFFIXED TO MORTGAGE.

PROMISSORY NOTE


CERTIFIED TRUE COPY

Amount: \$350,000.00

June 20, 2024

FOR VALUE RECEIVED, the undersigned, **Huong Nguyen**, promises to pay to the order of **Gulf States Capital**, (hereinafter, together with any holder hereof, called "Holder"), at 4150 Southwest Dr., Suite 210, Abilene, TX 79606, or at such other place as the Holder may from time to time designate in writing, the principal sum of **Three Hundred Fifty Thousand Dollars (\$350,000.00)** or so much thereof as has been advanced hereunder, together with interest on the unpaid principal balance from time to time outstanding, in accordance with the following provisions:

- (a) The foregoing indebtedness shall be payable as follows: **83** payments of **\$4,144.28** per month for principal and interest at the rate of **13.99%** per annum, payable on the same day each month with the first payment being due on **August 1, 2024** followed by 1 payment of **\$345,119.21** plus any accrued interest, shall be payable in full.
- (b) This note and the instruments securing it have been executed and delivered in, and their terms and provisions are to be governed and construed by the law of the State of Florida.
- (c) This note does not contain a prepayment penalty. At any time the Maker shall be able to make additional monthly payments towards the entire balance of the loan. Holder shall apply any prepayment first to reduce any interest and charges owing at the time of such prepayment and then to reduce the amount of principal owing.
- (d) Permitted partial prepayments shall not affect or vary the duty of the undersigned to pay all obligations when due, and they shall not affect or impair the right of the Holder to pursue all remedies available to it hereunder, under the mortgage securing this indebtedness. Permitted partial prepayments shall be applied to principal payments in the inverse order of their maturity.
- (e) All payments made hereunder shall first be applied to accrued interest and the balance to principal.
- (f) This note is secured by a mortgage of even date herewith executed by the undersigned in favor of the payee herein, which is a lien on a certain fee simple estate in real property, described therein, in Escambia County, Florida.
- (g) Installments not paid when due shall be subject to and it is agreed Holder shall collect thereon and therewith a "Late Charge" in the amount of four percent (4%) of the amount

Initial HN

1

BK: 9166 PG: 784

of the delinquent payment upon each such delinquent payment not paid within fifteen (15) days of when due.

- (h) In the event a negotiable instrument received for payment is unable to be processed due to insufficient funds it is agreed Holder shall collect thereon and therewith an "Insufficient Funds Fee" in the amount of Seventy-Five Dollars (\$75.00) per incident
- (i) In no event shall the amount of interest due or payments in the nature of interest payable hereunder exceed the maximum contract rate of interest allowed by applicable law, and in the event any such payment is paid by the undersigned or received by the Holder, then such excess sum shall be credited as a payment of principal, unless the undersigned shall notify the Holder, in writing, that the undersigned elects to have such excess sum returned to it forthwith.
- (j) The Holder shall have the optional right to declare the amount of the total unpaid balance hereof to be due and forthwith payable in advance of the maturity date of any sum due or installment, as fixed herein, upon the failure of the undersigned to pay, within thirty (30) days of when due, any of the installments of interest or principal, or upon the occurrence of any event of default or failure to perform in accordance with any of the terms and conditions in the mortgage securing the note. Upon exercise of this option by the Holder, the entire unpaid principal shall bear interest from the scheduled payment date at the maximum contract rate permitted by law until paid. Forbearance to exercise this option with respect to any failure or breach of the undersigned shall not constitute a waiver of the right as to any continuing failure or breach. Exercise of this option shall be without notice to the undersigned, notice of such exercise being hereby expressly waived.
- (k) Time is of the essence of this contract and, in case this note is collected by law or through an attorney at law, or under advice therefrom, the undersigned agrees to pay all costs of collection, including reasonable attorney's fees in the amount of 10% of the principal balance.
- (l) Such attorney's fees and costs shall include, but not be limited to, fees and costs incurred in all matters of collection and enforcement, construction and interpretation, before, during and after suit, trial, proceedings and appeals, as well as appearances in and connected with any bankruptcy proceedings or creditor's reorganization or arrangement proceedings. Pursuant to Florida Statute 687.06, it shall not be necessary for any court to adjudge an attorney's fee to be reasonable and just, when such fee does not exceed ten percent (10%) of the principal sum named in this note.
- (m) The remedies of the Holder, as provided herein or in the mortgage, shall be cumulative and concurrent, and may be pursued singularly, successively or together, at the sole discretion of the Holder, and may be exercised as often as occasion therefore shall arise. No act of omission or commission of the Holder, including specifically any failure to exercise any right, remedy or recourse, shall be deemed to be a waiver or release of the same, such waiver or release to be effected only through a written document executed by the Holder and then only to the extent specifically recited therein. A waiver or release with reference to any one event shall not be construed as continuing, as a bar to, or as a waiver or release of, any subsequent right, remedy or recourse as to a subsequent event.
- (n) All persons or corporations now or at any time liable, whether primarily or secondarily, for the payment of the indebtedness hereby evidenced, for themselves, their heirs, legal

Initial H N

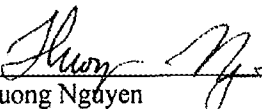
2

BK: 9166 PG: 785 Last Page

representatives, successors and assigns respectively, hereby (a) expressly waive presentment, demand for payment, notice of dishonor, protest, notice of nonpayment or protest, and diligence in collection; (b) consent that the time of all payments or any part thereof may be extended, rearranged, renewed or postponed by the Holder hereof and further consent that any collateral security or any part thereof may be released, exchanged, added to or substituted for the Holder hereof, without anyway modifying, altering, releasing, affecting or limiting their respective liability or the lien of any security instrument; (c) agree that the Holder, in order to enforce payment of this note, shall not be required first to institute any suit or to exhaust any of its remedies against the undersigned or any other person or party to become liable hereunder.

- (o) If more than one party shall execute this note, the term "undersigned", as used herein, shall mean all parties signing this note and each of them, who shall be jointly and severally obligated hereunder.
- (p) In this note, whenever the context so requires, the neuter gender includes the feminine and/or masculine, as the case may be, and the singular number includes the plural.

IN WITNESS WHEREOF, the undersigned has executed this note on the day and year first above written.

 (SEAL)
Huong Nguyen

Prepared by:
Nathan Williams
Gulf States Capital
4150 Southwest Dr., Suite 210,
Abilene, TX 79606

Initial H N

Recorded in Public Records 9/17/2024 3:11 PM OR Book 9205 Page 58,
Instrument #2024071226, Pam Childers Clerk of the Circuit Court Escambia
County, FL Recording \$120.50 MTG Stamps \$1,400.00 Int. Tax \$800.00

PREPARED BY AND RETURN TO:

Anthony C. Soviero, Esq.
1025 West Indiantown Road
Suite 106
Jupiter, FL 33458

BALLOON MORTGAGE DEED

First Lien

THIS MORTGAGE DEED (the "Mortgage"), dated as of the 16th day of September 2024, by and between **Huong Nguyen**, whose address is **1161 West Nine One Half Mile Road, Pensacola, FL 32534** (hereinafter called the Mortgagor), to **SOVIERO CAPITAL, LLC**, a Florida limited liability company, whose address is 1025 West Indiantown Road, Suite 106, Jupiter, FL 33458 (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 individuals, and the successors and assigns of corporations; and the term "Note" includes all the notes herein described if more than one.)

WITNESSETH, that in consideration of the premises and in order to secure the payment of both the principal of, and interest and any other sums payable on the note (as hereinafter defined), or this Mortgage and the performance and observance of all of the provisions hereof and of said note, Mortgagor hereby grants, sells, warrants, conveys, assigns, transfers, mortgages and sets over and confirms unto Mortgagee, all of Mortgagor's estate, right, title and interest in, to and under all that certain real property situate in **Escambia County, Florida**, more particularly described as follows:

COMMENCING AT A 1" IRON ROD LOCATED AT THE NORTHWEST CORNER OF SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE S.89°28'17" E. ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF SECTION 9 FOR 33.00'; THENCE S. 00°30'57" W. FOR 15.00' TO A CAPPED IRON ROD #3578 AT THE INTERSECTION OF THE EAST R/W LINE OF ASHLAND AVENUE AND THE SOUTH R/W LINE OF 9 1/2 MILE ROAD AND THE POINT OF BEGINNING; THENCE CONTINUE S. 00°30'57" W. ALONG THE EAST R/W LINE OF ASHLAND AVENUE FOR 311.43' TO A CAPPED IRON ROD #3578; THENCE S. 89°26'31" E. FOR 304.53' TO A CAPPED IRON ROD #3578; THENCE N. 00°30'57" E. FOR 311.59' TO A CAPPED IRON ROD #3578 ON THE SOUTH R/W LINE OF 9 1/2 MILE ROAD; THENCE N. 89°28'17" W. ALONG SAID SOUTH R/W LINE FOR 304.53' TO THE POINT OF BEGINNING.

LESS AND EXCEPT O.R. BOOK 6673, PAGE 1926.

Mortgage

Page 1 of 14

Initials HN

BK: 9205 PG: 59

TOGETHER WITH all improvements now or hereafter located on said real property and all fixtures, appliances, apparatus, equipment, furnishings, heating and air conditioning equipment, machinery and articles of personal property and replacement thereof (other than those owned by lessees of said real property) now or hereafter affixed to, attached to, placed upon, or used in any way in connection with the complete and comfortable use, occupancy, or operation of the said real property, all licenses and permits used or required in connection with the use of said real property, all leases of said real property now or hereafter entered into and all right, title and interest of Mortgagor thereunder, including without limitation, cash or securities deposited thereunder pursuant to said leases, and all rents, issues, proceeds, and profits accruing from said real property and together with all proceeds of the conversion, voluntary or involuntary of any of the foregoing into cash or liquidated claims, including without limitation, proceeds of insurance and condemnation awards (the foregoing said real property, tangible and intangible personal property hereinafter referred to collectively as the "Mortgaged Property"). Mortgagor hereby grants to Mortgagee a security interest in the foregoing described tangible and intangible personal property.

TO HAVE AND TO HOLD the Mortgaged Property, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining and the reversion and reversions thereof and all the estate, right, title, interest, homestead, dower and right of dower, separate estate, possession, claim and demand whatsoever, as well in law as in equity, of Mortgagor and unto the same, and every part thereof, with the appurtenances of Mortgagor in and to the same, and every part and parcel thereof unto Mortgagee.

AND Mortgagor warrants that Mortgagor has a good and marketable title to an indefeasible fee estate in the real property comprising the Mortgaged Property subject to no lien, charge or encumbrance except such as Mortgagee has agreed to accept in writing and Mortgagor covenants that this Mortgage is and will remain a valid and enforceable mortgage on the Mortgaged Property subject only to the exceptions herein provided. Mortgagor has full power and lawful authority to mortgage the Mortgaged Property in the manner and form herein done or intended hereafter to be done.

Mortgagor will preserve such title and will forever warrant and defend the same to Mortgagee and will forever warrant and defend the validity and priority of the lien hereof against the claims of all persons and parties whomsoever.

Mortgagor will, at the cost of Mortgagor, and without expense to Mortgagee, do, execute, acknowledge and deliver all and every such further acts, deeds, conveyances, mortgages, assignments, notices of assignment, transfers and assurances as Mortgagee shall from time to time require in order to preserve the priority of the lien of this Mortgage or to facilitate the performance of the terms hereof.

PROVIDED, HOWEVER, that if Mortgagor shall pay to Mortgagee the indebtedness in the principal sum of **\$400,000.00** as evidenced by that certain promissory note (the "Note"), hereinafter substantially copied or identified to-wit:

SEE EXHIBIT 'A'

Mortgage

Page 2 of 14

Initials HN

BK: 9205 PG: 60

of even date herewith, or any renewal or replacement of such Note, executed by Mortgagor and payable to order of Mortgagee, with interest and upon the terms as provided therein, and together with all other sums advanced by Mortgagee to or on behalf of Mortgagor pursuant to the Note or this Mortgage, the final maturity date of the Note and this Mortgage as specified in the Note and shall perform all other covenants and conditions of the Note, all of the terms of which Note are incorporated herein by reference as though set forth fully herein, and of any renewal, extension or modification, thereof and of this Mortgage, then this Mortgage and the estate hereby created shall cease and terminate.

AND Mortgagor further covenants and agrees with Mortgagee as follows:

1. To pay all sums, including interest secured hereby when due, as provided for in the Note and any renewal, extension or modification thereof and in this Mortgage, all such sums to be payable in lawful money of the United States of America at Mortgagee's aforesaid principal office, or at such other place as Mortgagee may designate in writing.
2. To pay when due, and without requiring any notice from Mortgagee, all taxes, assessments of any type or nature and other charges levied or assessed against the Mortgaged Property or this Mortgage and produce receipts therefor upon demand. To immediately pay and discharge any claim, lien or encumbrance against the Mortgaged Property which may be or become superior to this Mortgage and to permit no default or delinquency on any other lien, encumbrance or charge against the Mortgaged Property.
3. To promptly pay all taxes and assessments assessed or levied under and by virtue of any state, federal, or municipal law or regulation hereafter passed, against Mortgagee upon this Mortgage or the debt hereby secured, or upon its interest under this Mortgage, provided however, that the total amount so paid for any such taxes pursuant to this paragraph together with the interest payable on said indebtedness shall not exceed the highest lawful rate of interest in Florida and provided further that in the event of the passage of any such law or regulation imposing a tax or assessment against Mortgagee upon this Mortgage or the debt secured hereby, that the entire indebtedness secured by this Mortgage shall thereupon become immediately due and payable at the option of Mortgagee.
4. To keep the Mortgaged Property insured against loss or damage by fire, wind/hurricane, flood, and such other risks and perils as is customary for the location and as Mortgagee in its discretion may require. The policy or policies of such insurance shall be in the form in general use from time to time in the locality in which the Mortgaged Property is situated, shall be in such amount as Mortgagee may reasonably require, shall be issued by a company or companies approved by Mortgagee, and shall contain a standard mortgagee clause with loss payable to Mortgagee. Whenever required by Mortgagee, such policies shall be delivered immediately to and held by Mortgagee. Any and all amounts received by Mortgagee under any of such policies may be applied by Mortgagee on the indebtedness secured hereby in such manner as Mortgagee may, in its sole discretion, elect or, at the option of Mortgagee, the entire amount so received or any part thereof may be released. Neither the application nor the release of any such amounts shall cure or waive any default. Upon exercise of the power of sale given in this Mortgage or other acquisition of the Mortgaged Property or any part thereof by Mortgagee, such policies shall

Mortgage

Page 3 of 14

Initials HN

become the absolute property of Mortgagee. In any policy, Mortgagee will require a ten (10) day notice of any cancellation or modification to the Mortgagee. In the event such insurance is not maintained by the Mortgagor on the Mortgaged Property, Mortgagee, in its sole discretion, may purchase such insurance at such rates and with such additional fees as the Mortgagee shall determine.

5. To first obtain the written consent of Mortgagee, such consent to be granted or withheld at the sole discretion of Mortgagee, before (a) removing or demolishing any building now or hereafter erected on the premises, (b) altering the arrangement, design or structural character thereof, (c) making any repairs which involve the removal of structural parts or the exposure of the interior of such building to the elements, (d) cutting or removing or permitting the cutting and removal of any trees or timber on the mortgaged Property, (e) removing or exchanging any tangible personal property which is part of the Mortgaged Property, or (f) entering into or modifying any leases of the Mortgaged Property.

6. To maintain the Mortgaged Property in good condition and repair, including but not limited to the making of such repairs as Mortgagee may from time to time determine to be necessary for the preservation of the Mortgaged Property and to not commit or permit any waste thereof, and Mortgagee shall have the right to inspect the Mortgaged Property on reasonable notice to Mortgagor. Mortgagor will not cause or permit the storage, use, generation, or disposition of any hazardous materials in, on, or about the premises or the project, by Mortgagor, its agents, employees, or contractors. Mortgagor will not permit the premises to be used or operated in any manner that may cause the premises to be contaminated by any hazardous materials in violation of any hazardous materials laws. Mortgagor will immediately advise the Mortgagee in writing of (1) any and all enforcements, cleanup, remedial action, removal, or other governmental or regulatory actions instituted, completed, or threatened pursuant to any hazardous materials laws relating to any hazardous materials affecting the premises; and (2) all claims made or threatened by any third party against Mortgagor, or the premises relating to damage, contribution, cost recovery, compensation, loss, or injury resulting from any hazardous materials on or about the premises.

7. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the Mortgaged Property, and not to cause or permit any violation thereof.

8. If Mortgagor fails to pay any claim, lien or encumbrance which is superior to this Mortgage, or when due, any tax or assessment or insurance premium, or to keep the Mortgaged Property in repair, or shall commit or permit waste, or if there be commenced any action or proceeding affecting the Mortgaged Property or the title thereto, or the interest of Mortgagee therein, including, but not limited to, eminent domain and bankruptcy or reorganization proceedings, then Mortgagee, at its option, may pay said claim, lien, encumbrance, tax, assessment or premium, with right of subrogation thereunder, may make such repairs and take such steps as it deems advisable to prevent or cure such waste, and may appear in any such action or proceeding and retain counsel therein, and take such action therein as Mortgagee deems advisable, and for any of such purposes Mortgagee may advance such sums of money, including all costs, reasonable attorney's fees and other items of expense as it deems necessary. Mortgagee shall be the sole judge of the legality, validity and priority of any such claim, lien, encumbrance, tax, assessment and premium and of the amount necessary to be paid in satisfaction thereof. Mortgagee shall not be held

Mortgage

Page 4 of 14

Initials HN

BK: 9205 PG: 62

accountable for any delay in making any such payment, which delay may result in any additional interest, costs, charges, expenses or otherwise.

9. Mortgagor will pay to Mortgagee, immediately and without demand, all sums of money advanced by Mortgagee to protect the security hereof pursuant to this Mortgage, including all costs, reasonable attorney's fees and other items of expense, together with interest on each such advancement at the highest lawful rate of interest per annum allowed by the law of the State of Florida, and all such sums and interest thereon shall be secured hereby.

10. All sums of money secured hereby shall be payable without any relief whatever from any valuation or appraisal laws.

11. If default be made in payment of any installment of principal or interest of the Note or any part thereof when due, or in payment, when due, beyond any applicable notice or grace period set forth therein, or any other sum secured hereby, or in performance of any of Mortgagor's obligations, covenants or agreements hereunder, all of the indebtedness secured hereby shall become and be immediately due and payable at the option of Mortgagee, without notice or demand which are hereby expressly waived, in which event Mortgagee may avail itself of all rights and remedies, at law or in equity, and this Mortgage may be foreclosed with all rights and remedies afforded by the laws of Florida and Mortgagor shall pay all costs, charges and expenses thereof, including a reasonable attorney's fee, including all such costs, expenses and attorney's fees, for any retrial, rehearing or appeals. The indebtedness secured hereby shall bear interest at the highest lawful rate of interest per annum allowed by the law of the State of Florida from and after the date of any such default of Mortgagor. If the Note provides for installment payments, the Mortgagee may, at its option, collect a late charge as may be provided for in the Note, to reimburse the Mortgagee for expenses in collecting and servicing such installment payments. Mortgagee's acceptance of any monies from the Mortgagor after a default shall not constitute a waiver of Mortgagee's right to accelerate and foreclose on this Mortgage. The filing of any Bankruptcy or Reorganization shall be deemed an Incident of Default.

12. If default be made in payment, when due, of any indebtedness secured hereby, or in performance of any of Mortgagor's obligations, covenants or agreement hereunder:

(a) Mortgagee is authorized at any time, without notice, in its sole discretion to enter upon and take possession of the Mortgaged Property or any part thereof, to perform any acts Mortgagee deems necessary or proper to conserve the security and to collect and receive all rents, issues and profits thereof, including those past due as well as those accruing thereafter;

(b) Mortgagee shall be entitled, as a matter of strict right, without notice and exparte and without regard to the value or occupancy of the security, or the solvency of Mortgagor, or the adequacy of the Mortgaged Property as security for the Note, to have a receiver appointed to enter upon and take possession of the Mortgaged Property, collect the rents and profits therefrom and apply the same as the court may direct, such receiver to have all the rights and powers permitted under the laws of Florida.

Mortgage

Page 5 of 14

Initials HN

In either such case, Mortgagee or the receiver may also take possession of, and for these purposes use, any and all personal property which is a part of the Mortgaged Property and used by Mortgagor in the rental or leasing thereof or any part thereof. The expense (including receiver's fees, counsel fees, costs and agent's compensation) incurred pursuant to the powers herein contained shall be secured hereby. Mortgagee shall (after payment of all costs and expenses incurred) apply such rents, issues and profits received by it on the indebtedness secured hereby in such order as Mortgagee determines.

The right to enter and take possession of the Mortgaged Property, to manage and operate the same, and to collect the rents, issues and profits thereof, whether by a receiver or otherwise, shall be cumulative to any other right or remedy hereunder or afforded by law, and may be exercised concurrently therewith or independently thereof. Mortgagee shall be liable to account only for such rents, issues and profits actually received by Mortgagee.

13. Acceleration in Case of Borrower's Insolvency. If Borrower or guarantor under a respective Borrower's Note shall voluntarily file a petition under the Federal Bankruptcy Act, as such Act may from time to time be amended, or under any similar or successor Federal statute relating to bankruptcy, insolvency, arrangements or reorganizations, or under any state bankruptcy or insolvency act, or file an answer in an involuntary proceeding admitting insolvency or inability to pay debts, or if Borrower or guarantor under a respective Borrower's Note shall fail to obtain a vacation or stay of involuntary proceedings brought for the reorganization, dissolution or liquidation of Borrower, or if Borrower or guarantor under a respective Borrower's Note shall be adjudged a bankrupt, or if a trustee or receiver shall be appointed for any of the assets of Borrower or guarantor under a respective Borrower's Note, or if either Property shall become subject to the jurisdiction of a Federal bankruptcy court or similar state court, or if Borrower or guarantor under a respective Borrower's Note shall make an assignment for the benefit of any creditors of Borrower or guarantor under a respective Borrower's Note, or if there is an attachment, execution or other judicial seizure of any portion of the assets of either Borrower or guarantor under a respective Borrower's Note and such seizure is not discharged within ten (10) days, the Lender may, at Lender's option, declare all of the sums secured by this Instrument to be immediately due and payable.

14. If the indebtedness secured hereby is now or hereafter further secured by chattel mortgages, security interests, financing statements, pledges, contracts of guaranty, assignments of leases, or other securities, or if the Mortgaged Property hereby encumbered consists of more than one parcel of real property, Mortgagee may at its option exhaust any one or more of said securities and security hereunder, or such parcels of the security hereunder, either concurrently or independently, and in such order as it may determine.

15. This Mortgage shall secure not only existing indebtedness, but also such future advances, whether such advances are obligatory or to be made at the option of Mortgagee, or otherwise, as are made within twenty (20) years from the date hereof, to the same extent as if such future advances were made on the date of the execution of this Mortgage, but such secured indebtedness shall not exceed at any time the maximum principal amount of two times the amount of the Note, plus interest thereon, and any

Mortgage

Page 6 of 14

Initials HN

disbursements made for the payment of taxes, levies, or insurance, on the Mortgaged Property, with interest on such disbursements. Any such future advances, whether obligatory or to be made at the option of the Mortgagee, or otherwise, may be made either prior to or after the due date of the Note or any other notes secured by this Mortgage. This Mortgage is given for the specific purpose of securing any and all indebtedness by the Mortgagor to Mortgagee (but in no event shall the secured indebtedness exceed at any time the maximum principal amount set forth in this paragraph) in whatever manner this indebtedness may be evidenced or represented, until this Mortgage is satisfied of record. All covenants and agreements contained in this Mortgage shall be applicable to all further advances made by Mortgagee to Mortgagor under this future advance clause.

16. No delay by Mortgagee in exercising any right or remedy hereunder, or otherwise afforded by law, shall operate as a waiver thereof or preclude the exercise thereof, during the continuance of any default hereunder. No waiver by Mortgagee of any default shall constitute a waiver of or consent to subsequent defaults. No failure of Mortgagee to exercise any option herein given to accelerate maturity of the debt hereby secured, no forbearance by Mortgagee before or after the exercise of such option and no withdrawal or abandonment of foreclosure proceeding by Mortgagee shall be taken or construed as a waiver of its right to exercise such option or to accelerate the maturity of the debt hereby secured by reason of any past, present or future default on the part of Mortgagor; and, in like manner, the procurement of insurance or the payment of taxes or other liens or charges by Mortgagee shall not be taken or construed as a waiver of its right to accelerate the maturity of the debt hereby secured.

17. Without affecting the liability of Mortgagor or any other person (except any person expressly released in writing) for payment of any indebtedness secured hereby or for performance of any obligation contained herein, and without affecting the rights of Mortgagee with respect to any security not expressly released in writing, Mortgagee may, at any time and from time to time, either before or after the maturity of said note, and without notice or consent:

(a) Release any person liable for payment of all or any part of the indebtedness or for performance of any obligation;

(b) Make any agreement extending the time or otherwise altering the terms of payment of all or any part of the indebtedness, or modifying or waiving any obligation, or subordinating, modifying or otherwise dealing with the lien or charge hereof;

(c) Exercise or refrain from exercising or waive any right Mortgagee may have;

(d) Accept additional security of any kind; and

(e) Release or otherwise deal with any property, real or personal, securing the indebtedness, including all or any part of the Mortgaged Property.

18. Any agreement hereafter made by Mortgagor and Mortgagee pursuant to this mortgage shall be superior to the rights of the holder of any intervening lien or encumbrance.

Mortgage

Page 7 of 14

Initials HN

BK: 9205 PG: 65

19. Mortgagor hereby waives all right of homestead exemption, if any, in the Mortgaged Property.
20. In the event of condemnation proceedings of the Mortgaged Property, the award of compensation payable thereunder is hereby assigned to and shall be paid to Mortgagee. Mortgagee shall be under no obligation to question the amount of any such award or compensation and may accept the same in the amount in which the same shall be paid. In any such condemnation proceedings, Mortgagee may be represented by counsel selected by Mortgagee. The proceeds of any award or compensation so received shall, at the option of Mortgagee, either be applied to the prepayment of the Note and at the rate of interest provided therein, regardless of the rate of interest payable on the award by the condemning authority, or at the option of Mortgagee, such award shall be paid over to Mortgagor for restoration of the Mortgaged Property.
21. If Mortgagee, pursuant to a construction loan agreement or loan commitment made by Mortgagee with Mortgagor, agrees to make construction loan advances up to the principal amount of the Note, then Mortgagor hereby covenants that it will comply with all of the terms, provisions and covenants of said construction loan agreement or loan commitment, will diligently construct the improvements to be built pursuant to the terms thereof, all of the terms thereof which are incorporated herein by reference as though set forth fully herein and will permit no defaults to occur thereunder and if a default shall occur thereunder, it shall constitute a default under this Mortgage and the Note.
22. At the option of Mortgagee, Mortgagor shall provide Mortgagee with periodic certified audited statements of the operations of and the financial condition of Mortgagor.
23. The loan represented by this Mortgage and the Note is personal to the Mortgagor and the Mortgagee made the loan to the Mortgagor based upon attributes of the Mortgagor's business practices and other consideration, and therefore this Mortgage may not be assumed by any subsequent holder of an interest in the Mortgaged Property. If all or any part of the Mortgaged Property, or any interest therein, is sold, conveyed, transferred (including a transfer by agreement for deed or land contract) or further encumbered by Mortgagor without Mortgagee's prior written consent excluding the grant of any leasehold interest in the Mortgaged Property not containing an option to purchase, which lease is made in the ordinary course of Mortgagor's business, then in that event Mortgagee may declare all sums secured by this Mortgage immediately due and payable.
24. Mortgagor represents and warrants that if a corporation, limited liability company or other business entity, it is duly organized and validly existing, in good standing under the laws of the state of its incorporation, has stock outstanding which has been duly and validly issued, and is qualified to do business and is in good standing in the State of Florida, with full power and authority to consummate the loan contemplated hereby; and, if a partnership, it is duly formed and validly existing, and is fully qualified to do business in the State of Florida, with full power and authority to consummate the loan contemplated hereby.
25. In the event any one or more of the provisions contained in this Mortgage or in the Note shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or

Mortgage

Page 8 of 14

Initials HN

BK: 9205 PG: 66

unenforceability shall, at the option of the Mortgagee, not affect any other provisions of this Mortgage, but this Mortgage shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein. The total interest payable pursuant to the Note or this Mortgage shall not in any one year exceed the highest lawful rate of interest permitted in the State of Florida.

26. The covenants and agreements herein contained shall bind and the benefits and advantages shall inure to the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders. All covenants, agreements and undertakings shall be joint and several. In the event additional numbered covenants or paragraphs are for convenience inserted in this Mortgage, such additional covenants shall be read and given effect as though following this covenant in consecutive order.

27. The Mortgagor may not enter into a new lease or extend any existing lease on the property without the consent of the Mortgagee.

AS A MATERIAL INDUCEMENT FOR LENDER TO EXECUTE THIS AGREEMENT, BORROWER AND GUARANTOR DO HEREBY RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE, ACQUIT, SATISFY AND FOREVER DISCHARGE LENDER, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS AND ITS AFFILIATES AND ASSIGNS FROM ANY AND ALL LIABILITY, CLAIMS, COUNTERCLAIMS, DEFENSES, ACTIONS, CAUSES OF ACTION, SUITS, CONTROVERSIES, AGREEMENTS, PROMISES AND DEMANDS WHATSOEVER IN LAW OR IN EQUITY WHICH BORROWER OR GUARANTOR EVER HAD, NOW HAS, OR WHICH ANY PERSONAL REPRESENTATIVE, SUCCESSOR, HEIR OR ASSIGN OF BORROWER OR GUARANTOR HEREAFTER CAN, SHALL OR MAY HAVE AGAINST LENDER, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, AND ITS AFFILIATES AND ASSIGNS, FOR, UPON OR BY REASON OF ANY MATTER, CAUSE OR THING WHATSOEVER THROUGH THE DATE THAT THIS AGREEMENT IS EXECUTED. BORROWER AND GUARANTOR FURTHER EXPRESSLY AGREE THAT THE FOREGOING RELEASE AND WAIVER AGREEMENT IS INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY THE LAWS OF THE STATE OF FLORIDA. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE TERMS AND CONDITIONS OF THIS SECTION DO NOT DIMINISH OR EFFECT ANY OF THE LENDER'S OBLIGATIONS UNDER THE LOAN DOCUMENTS FROM THE DATE HEREOF.

THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS FOUR HUNDRED THOUSAND and 00/100 DOLLARS (\$400,000.00), TOGETHER WITH ALL ACCRUED

Mortgage

Page 9 of 14

Initials HN

BK: 9205 PG: 67

INTEREST, IF ANY, AS WELL AS ALL ADVANCEMENTS MADE BY THE LENDER AND ALL OTHER FINANCIAL OBLIGATIONS UNDER THE TERMS OF THIS INSTRUMENT AND/OR THE NOTE SHALL BECOME DUE AT MATURITY.

IN WITNESS WHEREOF, the Mortgagor has caused these presents to be executed the day and year first above written.

Signed, sealed and delivered in the presence of:

(Witness 1 Print Name)

Taylor Dennis

Address: 1307 E. Cernantes St

Pensacola, FL 32501

(Witness 2 Print Name)

Jennifer Spain

Address: 1307 E. Cernantes St

Pensacola, FL 32501

Huong Nguyen

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 16th day of **September, 2024** by **Huong Nguyen**. She ☐ is personally known to me or ☒ has produced a driver's license as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 16th day of **September 2024**.

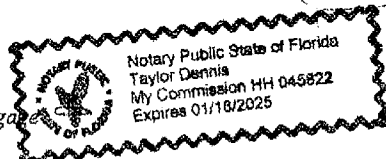
[Notary Seal]

Notary Public

Printed Name:

Taylor Dennis

My Commission Expires:



Mortgage

Page 10 of 14

Initials HN

BK: 9205 PG: 68

EXHIBIT A**BALLOON PROMISSORY NOTE****\$400,000.00****Pensacola, Florida
September 16, 2024**

FOR VALUE RECEIVED, the undersigned, Borrower (jointly and severally, if more than one), promises to pay to **SOVIERO CAPITAL, LLC, a Florida limited liability company (Payee)**, the principal sum of **FOUR HUNDRED THOUSAND and 00/100 DOLLARS (\$400,000.00)**, with interest from date hereof at the rate of **THIRTEEN percent (13.00%)** per annum on the balance from time to time remaining unpaid. The said principal and interest shall be payable in lawful money of the United States of America, by electronic transfer or, if not available, at 1025 West Indiantown Road, Suite 106, Jupiter, FL 33458, or at such place as may hereafter be designated by written notice from the holder to the maker hereof, on the date and in the manner following:

INTEREST ONLY shall be due and in monthly payments of **\$4,333.33** payable to **SOVIERO CAPITAL, LLC**, beginning **November 1, 2024**, and payable monthly thereafter on the 1st day of each month continuing until **October 31, 2026**, when the full principal amount of **\$400,000.00** outstanding and all remaining interest and such other amounts shall be due.

LATE PAYMENT: Payment is due on the due date. **THERE IS NO GRACE PERIOD.** Any payment not received on or before the first day of the month shall constitute a default and be subject to an additional payment of **\$433.33** as a penalty plus all other remedies available to Payee under this Balloon Promissory Note and under the Mortgage. Payee's acceptance of such payment and penalty shall not constitute a waiver of Payee's rights or Mortgagee's rights.

PREPAYMENT: Borrower may not prepay this Balloon Promissory Note for six (6) months. If payment is tendered, prorated interest for remainder of said six-month period will be due.

DEFAULT: If borrower does not pay the full amount of any payments due hereunder and of those described in the Mortgage on its respective due date, Borrower will be in default, in which event the interest being charged hereunder shall increase to a default interest rate at the highest rate permitted under Florida law computed from the date upon which any payment was so due.

NOTICE OF DEFAULT: If Borrower is in default, the Note Holder may, but is not required to, send Borrower a written notice telling Borrower that Borrower has not paid the overdue amount and require Borrower to pay immediately the full amount of principal which has not been paid, late fees as applicable, and all the interest, including default interest, that Borrower owes on that amount.

Mortgage

Page 11 of 14

Initials HN

BK: 9205 PG: 69

NO WAIVER BY NOTE HOLDER: Even if, at time when Borrower is in default, the Note Holder does not require Borrower to pay immediately in full as described above, the Note Holder will still have the right to do so if Borrower is in default at a later time.

PAYMENT OF NOTE HOLDER'S COSTS AND EXPENSES: If the Note Holder employs the services of any attorney and/or other third parties to enforce the Note Holder's rights hereunder, the Note Holder will have the right to be paid back by Borrower all of its costs and expenses in enforcing this Note and Mortgage described hereinafter to the extent not prohibited by applicable law. Those expenses include, but are not limited to, reasonable attorneys' fees including any litigation and non-litigation costs through and including any appeals, and such other third-party fees, court costs, costs of documentary evidence, and all other reasonable expenses incurred in connection therewith.

MORTGAGE: This note with interest is secured by mortgage on real estate, of even date herewith, made by the maker hereof in favor of the said payee, and shall be construed and enforced according to the laws of the State of Florida.

ACCELERATION, NO NOTICE, AND NO WAIVER: If default be made in the payment of any of the sums or interest mentioned herein or in said mortgage, or in the performance of any of the agreements contained herein or in said mortgage, then the entire principal sum and accrued interest shall at the option of the holder hereof become at once due and collectible without notice, time being of the essence; and said principal sum and accrued interest shall both bear interest from such time until paid at the highest rate allowable under the laws of the State of Florida. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

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

SAVINGS CLAUSE: Borrower does not agree or intend to pay, and Payee does not agree or intend to contract for, charge, collect, take, reserve, or receive, (collectively referred to herein as "charge or collect") any amount in the nature of interest or in the nature of a fee for this Balloon Promissory Note, (Note) which would in any way or event (including demand, prepayment, or acceleration) cause Payee to charge or collect more for this Note than the maximum the Payee would be permitted to charge or collect by federal law, or the laws of the State of Florida (as applicable). Any such excess interest or unauthorized fee shall, instead of anything stated to the contrary, be applied first to reduce the principal balance of this Note, and when the principal has been paid in full, be refunded to Borrower.

Whenever used herein the terms "holder", "maker" and "payee" shall be construed in the singular or plural as the context may require or admit.

Mortgage

Page 12 of 14

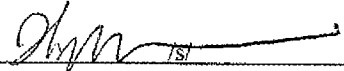
Initials HN

BK: 9205 PG: 70

AS A MATERIAL INDUCEMENT FOR PAYEE TO OFFER TO LEND MONEY TO BORROWER, BORROWER AND CO-BORROWER/GUARANTOR DO HEREBY RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE, ACQUIT, SATISFY AND FOREVER DISCHARGE PAYEE, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS AND ITS AFFILIATES AND ASSIGNS FROM ANY AND ALL LIABILITY, CLAIMS, COUNTERCLAIMS, DEFENSES, ACTIONS, CAUSES OF ACTION, SUITS, CONTROVERSIES, AGREEMENTS, PROMISES AND DEMANDS WHATSOEVER IN LAW OR IN EQUITY WHICH BORROWER OR CO-BORROWER/GUARANTOR EVER HAD, NOW HAS, OR WHICH ANY PERSONAL REPRESENTATIVE, SUCCESSOR, HEIR OR ASSIGN OF BORROWER OR CO-BORROWER/GUARANTOR HEREAFTER CAN, SHALL OR MAY HAVE AGAINST LENDER, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, AND ITS AFFILIATES AND ASSIGNS, FOR, UPON OR BY REASON OF ANY MATTER, CAUSE OR THING WHATSOEVER THROUGH THE DATE THAT THIS AGREEMENT IS EXECUTED. BORROWER AND CO-BORROWER/GUARANTOR FURTHER EXPRESSLY AGREE THAT THE FOREGOING RELEASE AND WAIVER AGREEMENT IS INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY THE LAWS OF THE STATE OF FLORIDA.

THIS IS A NOTE SECURED BY A BALLOON MORTGAGE AND THE FINAL FOUR HUNDRED THOUSAND and 00/100 DOLLARS (\$400,000.00), TOGETHER WITH ALL ACCRUED INTEREST, IF ANY, AS WELL AS ALL ADVANCEMENTS MADE BY THE LENDER AND ALL OTHER FINANCIAL OBLIGATIONS UNDER THE TERMS OF THIS INSTRUMENT AND/OR THE NOTE SHALL BECOME DUE AT MATURITY.

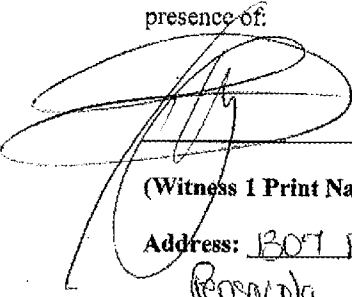
Maker's Address
1161 West Nine One Half Mile Road
Pensacola, FL 32354
Email: info@td9.us



Huong Nguyen

IN WITNESS WHEREOF, the Borrower has caused these presents to be executed the day and year first above written.

Signed, sealed and delivered in the

presence of:


(Witness 1 Print Name) Taylor Dennis
Address: 1307 F. Cervantes St
Pensacola, FL 32501

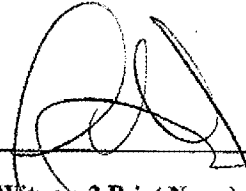

Huong Nguyen

Mortgage

Page 13 of 14

Initials HN

BK: 9205 PG: 71 Last Page

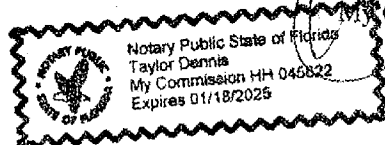

(Witness 2 Print Name) Jennifer Spain
Address: 1309 E. Gervantes St
Pensacola, FL 32501

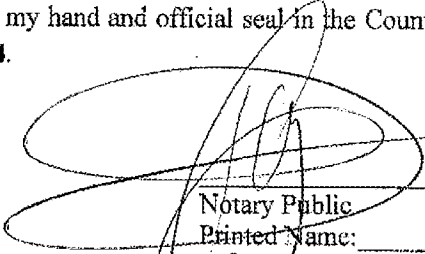
STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 16th day of **September, 2024** by **Huong Nguyen**. She ☐ is personally known to me or ☒ has produced a driver's license as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 16th day of **September 2024**.

[Notary Seal]




Notary Public
Printed Name: _____
My Commission Expires: _____

Mortgage

Page 14 of 14

Initials HN

Recorded in Public Records 9/20/2024 12:50 PM OR Book 9207 Page 126,
Instrument #2024072302, Pam Childers Clerk of the Circuit Court Escambia
County, FL Recording \$18.50

Prepared by and return to:
Anthony C. Soviero, Esq.
1025 West Indiantown Road
Suite 106
Jupiter, FL 33458

ASSIGNMENT OF INTEREST IN MORTGAGE AND NOTE

THIS ASSIGNMENT, made and executed as of the ____ day of September 2024 by and between Soviero Capital, LLC (Assignor) and Burchetti, LLC ("Assignee/Beneficiary"),

WITNESSETH

WHEREAS, Assignor is the owner of a Mortgage, dated September 16, 2024, from Huong Nguyen as Instrument 2024071226, Book 9205, Page 58, of the Public Records of Escambia County, Florida, a Promissory Note of even date for \$400,000.00, in favor of Soviero Capital, LLC as Trustee for the Assignee/Beneficiary and other related loan documents including a title insurance policy, collectively the "Loan Documents"; and

WHEREAS, Assignor intends to assign and transfer all of its interest in the Loan Documents and the Assignee/Beneficiary intends to accept all of the Loan Documents.

NOW, THEREFORE, for and in consideration of the sum of \$10.00 and other good and valuable consideration paid to Assignor by Assignee/Beneficiary, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby:

1. Sell, grant, bargain, assign, transfer, convey, endorse, set over and deliver unto Assignee/Beneficiary all of the Loan Documents and all of Assignor's right, title and interest therein and such portion of the monies due and to become due thereon with interest from September 16, 2024. TO HAVE AND TO HOLD unto the Assignee/Beneficiary, its successors and assigns forever. This Assignment is made WITHOUT RECOURSE, to Assignor.
2. Assignor makes the following representations:
 - a. Assignor has good right, power and authority to assign and transfer a portion of the Loan Documents and the undersigned is authorized to execute this instrument.
 - b. No term or provision of the Loan Documents has been modified or amended.
 - c. Assignor retains the Servicing Rights pertaining to these Loan Documents pursuant to that certain standing Loan Servicing Agreement existing between Assignor and Assignee/Beneficiary.

BK: 9207 PG: 127 Last Page

IN WITNESS WHEREOF, Assignor has executed this Agreement the day and year first above written.

Witnesses:

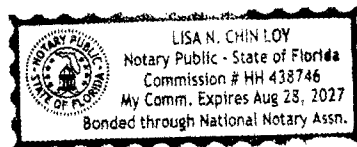
Leslie Santelli
Leslie Santelli
 1025 W. Indiantown Road, Ste 106
 Jupiter, FL 33458

Anthony C. Soviero
 By: Anthony C. Soviero as Manager of
Soviero Capital, LLC For Assignor

Lisa Nicola Chin Loy
LISA NICOLA CHIN LOY
 1025 W. Indiantown Road, Ste 106
 Jupiter, FL 33458

STATE OF FLORIDA
 COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 18th day of September 2024, by Anthony C. Soviero as Manager of Soviero Capital, LLC, LESLIE SANTELLI and LISA NICOLA CHIN LOY, the witnesses, all of whom personally appeared before me.



Lisa Nicola Chin Loy
 Notary Public

Trustee's Consent:

The undersigned as MGR of Soviero Capital, LLC, Trustee, hereby consents to, and acknowledges this Assignment of Interest in Mortgage and Note from Soviero Capital, LLC to Burchetti, LLC.

Anthony C. Soviero
 Anthony C. Soviero as MGR,
 Soviero Capital, LLC
 Trustee

9-18-24
 Date

Recorded in Public Records 9/17/2024 3:11 PM OR Book 9205 Page 72,
Instrument #2024071227, Pam Childers Clerk of the Circuit Court Escambia
County, FL Recording \$35.50

PREPARED BY AND RETURN TO:

Anthony C. Soviero, Esq.
1025 West Indiantown Road
Suite 106 Jupiter, FL 33458

**ASSIGNMENT OF LEASES, RENTS, ISSUES,
PROCEEDS AND PROFITS**

THIS ASSIGNMENT, made and entered into this 16th day of September 2024, by **Huong Nguyen**, whose post office address is: **1161 West Nine One Half Mile Road, Pensacola, FL 32534** (hereinafter referred to as "Assignors"), to **SOVIERO CAPITAL, LLC**, a Florida limited liability company, whose post office address is **1025 WEST INDIANTOWN RD, SUITE 106, JUPITER, FL 33458** (hereinafter referred to as "Assignee");

WITNESSETH:

WHEREAS, Assignor is the present owner in fee simple of real estate situate, lying and being in **Escambia County**, Florida, as more particularly described as follows (the "Property"):

COMMENCING AT A 1" IRON ROD LOCATED AT THE NORTHWEST CORNER OF SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE S.89°28'17" E. ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF SECTION 9 FOR 33.00'; THENCE S. 00°30'57" W. FOR 15.00' TO A CAPPED IRON ROD #3578 AT THE INTERSECTION OF THE EAST R/W LINE OF ASHLAND AVENUE AND THE SOUTH R/W LINE OF 9 1/2 MILE ROAD AND THE POINT OF BEGINNING; THENCE CONTINUE S. 00°30'57" W. ALONG THE EAST R/W LINE OF ASHLAND AVENUE FOR 311.43' TO A CAPPED IRON ROD #3578; THENCE S. 89°26'31" E. FOR 304.53' TO A CAPPED IRON ROD #3578; THENCE N. 00°30'57" E. FOR 311.59' TO A CAPPED IRON ROD #3578 ON THE SOUTH R/W LINE OF 9 1/2 MILE ROAD; THENCE N. 89°28'17" W. ALONG SAID SOUTH R/W LINE FOR 304.53' TO THE POINT OF BEGINNING.

LESS AND EXCEPT O.R. BOOK 6673, PAGE 1926.

And

WHEREAS, the Assignee is the owner and holder of a mortgage on the Property in the original principal sum of U.S. **\$400,000.00** made by Assignor to Assignee of even date herewith and recorded simultaneously herewith in the Public Records of **Escambia County**, Florida (the "Mortgage"); and

WHEREAS, as a condition to granting the aforesaid mortgage loan, Assignee has required the execution of this Assignment of the leases, rents, issues, proceeds and profits of the Property by the Assignor;

NOW, THEREFORE, in order to further secure the payment of the present and any and all future indebtedness of the Assignor to the Assignee as more particularly described in the Mortgage, and in further consideration of the sum of TEN DOLLARS (\$10.00) paid by the Assignee to the Assignor, the receipt of which is hereby acknowledged, and other good and valuable consideration, the Assignor does hereby sell, assign, transfer and set over unto the Assignee all of any leases, rents, issues, proceeds and profits of the Property, including, but not limited to, all rents, issues, proceeds and profits arising from any leases or sales contracts now or hereafter held by the Assignor in connection with its ownership of the Property.

Provided always, that if that certain promissory note of even date herewith in the original principal amount of **\$400,000.00** (hereafter, the "Promissory Note"), shall be paid to the Assignee and if all stipulations, agreements, conditions and covenants of any other document evidencing or relating to any previous or future indebtedness secured hereby (collectively, the "Loan Documents") shall be promptly performed, complied with and abided by, then the Assignment hereby created shall cease and be null and void.

1. The Assignor hereby acknowledges that the Assignee's right to collect the rents, issues, proceeds and profits described herein is a present, unconditional right. However, this right shall not be exercised without prior written notice to the Assignor.

2. In furtherance of the foregoing Assignment, the Assignor hereby authorizes the Assignee, their option after default under any of the Loan Documents by Assignor, to enter upon the Property and to collect in the name of the Assignor, or in its own name as the Assignee, the rents, issues, proceeds and profits accruing but unpaid and in arrears at the date of such entry by the Assignee, as well as the rents, issues, proceeds and profits thereafter accruing and becoming payable during the period of the continuance of the entry by the Assignee; and to this end, Assignor further agrees that they will facilitate in all reasonable ways the Assignee's collection of the rents, issues, proceeds and profits and, upon request by the Assignee, will execute a written notice to each tenant and vendee, directing the tenant or vendee to pay all sums owing to the Assignor to the Assignee.

3. The Assignor also hereby authorizes the Assignee, upon such entry, at their option, to take over and assume the management, operation and maintenance of the Property, and to perform all acts necessary and proper and to expend such sums out of the income of the Property as may be needful in connection therewith and in the same manner and to the same extent as the Assignor theretofore might, and the Assignor hereby releases all claims against the Assignee arising out of such management, operation and maintenance, excepting the liability of the Assignee to account as herein set forth.

4. The Assignee shall, after payment of all proper charges and expenses, including reasonable compensation to such managing agent as the Assignee shall select to employ, and after the accumulation of a reserve to meet taxes, assessments, utility charges and fire and liability insurance in requisite amounts, credit the net amount of income received by it from the Property by virtue of this Assignment to any amounts due and owing to it under the terms of the Construction Loan Agreement, if any, the Mortgage, the Promissory Note, or any future advance agreement, but the manner of the application of such net income and what items shall be credited shall be determined in the sole discretion of the Assignee. The Assignee shall not be accountable

for more monies than actually received from the Property; nor shall they be liable for failure to collect rents, issues, proceeds and profits, reserving however, within their own discretion, the right to determine the method of collection and the extent to which enforcement of collection of delinquent rents, issues, proceeds and profits shall be prosecuted.

5. The Assignor hereby certifies to Assignee that neither Assignor nor, to the best of Assignor's knowledge and the personal knowledge of the signatory hereof, any previous owner has executed any prior assignment or pledge of the rents, issues, proceeds and profits of the Property nor any prior assignment or pledge of their interest as landlord or vendor in any lease or sales agreement of any part of the Property which to this date have not been executed, satisfied and released of record, except the assignment of rents, issues, proceeds and profits contained in the Mortgage and except any prior assignment under the Existing Mortgage or the Purchase Money Mortgage as defined in the mortgage between the parties hereto of even date herewith. The Assignor covenants and agrees not to further assign or encumber the rents, issues, proceeds and profits of the Property or do any other act that would destroy or impair the benefits to the Assignee of this Agreement.

6. It is not the intention of the parties hereto that an entry by the Assignee upon the Property, or any part thereof under the terms of this instrument shall constitute the Assignee a "mortgagee in possession" in contemplation of law, except at the option of the Assignee.

7. This Assignment shall remain in full force and effect so long as the indebtedness secured hereby remains unpaid in whole or in part, and so long as any obligation of Assignor under the Mortgage, as may be amended from time to time, remains outstanding.

8. In the event of a suit being instituted to foreclose the Mortgage and/or any future advance agreement or to enforce this Assignment, the Assignee shall be entitled to apply at any time pending such suit to the court having Jurisdiction thereof for the appointment of a receiver of all and singular the mortgaged properties, and of all rents, incomes, profits, issues, proceeds and revenues thereof, from whatsoever source derived; and thereupon it is hereby expressly covenanted and agreed that the court shall forthwith appoint such receiver with the usual powers and duties of receivers in like cases; and said appointment shall be made by the court as a matter of strict right to Assignee, and without reference to the adequacy or inadequacy of the value of the properties encumbered by the Mortgage and/or any future advance agreement, or to the solvency of Assignor or any other party defendant to such suit. Assignor hereby specifically waives the right to object to the appointment of a receiver as aforesaid and hereby expressly consents that such appointment shall be made as an admitted equity and as a matter of absolute right to Assignee.

9. The provisions of this instrument shall be binding upon the Assignor and its successors or assigns and upon the Assignee and its successors or assigns. The word "Assignor" shall be construed to mean any one or more persons or person or parties who are holders of the legal title or equity of redemption to or in the Property.

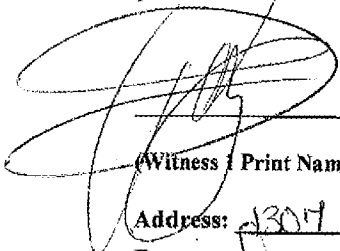
10. It is understood and agreed that a full and complete release of the Mortgage and any future advance agreement shall operate as a full and complete release of all of the Assignee's rights and interests hereunder as to the Property released and that after the Mortgage and any

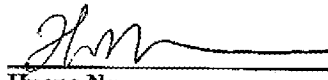
BK: 9205 PG: 75 Last Page

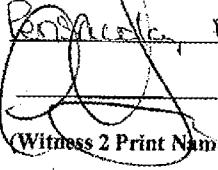
future advance agreement have been fully released, this instrument shall be void and of no further effect without the necessity of filing a separate satisfaction, termination, cancellation or release of this Assignment.

IN WITNESS WHEREOF, the Mortgagor has caused these presents to be executed the day and year first above written.

Signed, sealed and delivered in the presence of:


(Witness 1 Print Name) Taylor Dennis
Address: 13017 E Cervantes St
Pensacola, FL 32501


Huong Nguyen

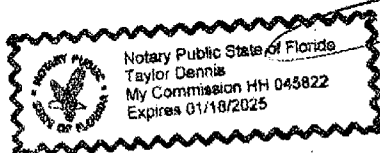

(Witness 2 Print Name) Jennifer Spain
Address: 13017 E Cervantes St
Pensacola, FL 32501

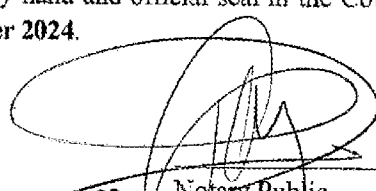
**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 16th day of **September, 2024** by **Huong Nguyen**. She ☐ is personally known to me or ☒ has produced a driver's license as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 16th day of **September 2024**.

[Notary Seal]




Notary Public
Printed Name: Taylor Dennis
My Commission Expires: _____

Recorded in Public Records 9/17/2024 3:11 PM OR Book 9205 Page 76,
Instrument #2024071228, Pam Childers Clerk of the Circuit Court Escambia
County, FL Recording \$120.50 MTG Stamps \$175.00 Int. Tax \$100.00

PREPARED BY AND RETURN TO:

Anthony C. Soviero, Esq.
1025 West Indiantown Road
Suite 106
Jupiter, FL 33458

BALLOON MORTGAGE DEED

Second Lien

THIS MORTGAGE DEED (the "Mortgage"), dated as of the 16th day of September 2024, by and between **Huong Nguyen**, whose address is **1161 West Nine One Half Mile Road, Pensacola, FL 32534** (hereinafter called the Mortgagor), to **SOVIERO FAMILY II, LLC**, a Florida limited liability company, whose address is 1025 West Indiantown Road, Suite 106, Jupiter, FL 33458 (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 individuals, and the successors and assigns of corporations; and the term "Note" includes all the notes herein described if more than one.)

WITNESSETH, that in consideration of the premises and in order to secure the payment of both the principal of, and interest and any other sums payable on the note (as hereinafter defined), or this Mortgage and the performance and observance of all of the provisions hereof and of said note, Mortgagor hereby grants, sells, warrants, conveys, assigns, transfers, mortgages and sets over and confirms unto Mortgagee, all of Mortgagor's estate, right, title and interest in, to and under all that certain real property situate in **Escambia County, Florida**, more particularly described as follows:

COMMENCING AT A 1" IRON ROD LOCATED AT THE NORTHWEST CORNER OF SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE S.89°28'17" E. ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF SECTION 9 FOR 33.00'; THENCE S. 00°30'57" W. FOR 15.00' TO A CAPPED IRON ROD #3578 AT THE INTERSECTION OF THE EAST R/W LINE OF ASHLAND AVENUE AND THE SOUTH R/W LINE OF 9 1/2 MILE ROAD AND THE POINT OF BEGINNING; THENCE CONTINUE S. 00°30'57" W. ALONG THE EAST R/W LINE OF ASHLAND AVENUE FOR 311.43' TO A CAPPED IRON ROD #3578; THENCE S. 89°26'31" E. FOR 304.53' TO A CAPPED IRON ROD #3578; THENCE N. 00°30'57" E. FOR 311.59' TO A CAPPED IRON ROD #3578 ON THE SOUTH R/W LINE OF 9 1/2 MILE ROAD; THENCE N. 89°28'17" W. ALONG SAID SOUTH R/W LINE FOR 304.53' TO THE POINT OF BEGINNING.

LESS AND EXCEPT O.R. BOOK 6673, PAGE 1926.

Mortgage

Page 1 of 14

Initials HN

BK: 9205 PG: 77

TOGETHER WITH all improvements now or hereafter located on said real property and all fixtures, appliances, apparatus, equipment, furnishings, heating and air conditioning equipment, machinery and articles of personal property and replacement thereof (other than those owned by lessees of said real property) now or hereafter affixed to, attached to, placed upon, or used in any way in connection with the complete and comfortable use, occupancy, or operation of the said real property, all licenses and permits used or required in connection with the use of said real property, all leases of said real property now or hereafter entered into and all right, title and interest of Mortgagor thereunder, including without limitation, cash or securities deposited thereunder pursuant to said leases, and all rents, issues, proceeds, and profits accruing from said real property and together with all proceeds of the conversion, voluntary or involuntary of any of the foregoing into cash or liquidated claims, including without limitation, proceeds of insurance and condemnation awards (the foregoing said real property, tangible and intangible personal property hereinafter referred to collectively as the "Mortgaged Property"). Mortgagor hereby grants to Mortgagee a security interest in the foregoing described tangible and intangible personal property.

TO HAVE AND TO HOLD the Mortgaged Property, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining and the reversion and reversions thereof and all the estate, right, title, interest, homestead, dower and right of dower, separate estate, possession, claim and demand whatsoever, as well in law as in equity, of Mortgagor and unto the same, and every part thereof, with the appurtenances of Mortgagor in and to the same, and every part and parcel thereof unto Mortgagee.

AND Mortgagor warrants that Mortgagor has a good and marketable title to an indefeasible fee estate in the real property comprising the Mortgaged Property subject to no lien, charge or encumbrance except such as Mortgagee has agreed to accept in writing and Mortgagor covenants that this Mortgage is and will remain a valid and enforceable mortgage on the Mortgaged Property subject only to the exceptions herein provided. Mortgagor has full power and lawful authority to mortgage the Mortgaged Property in the manner and form herein done or intended hereafter to be done.

Mortgagor will preserve such title and will forever warrant and defend the same to Mortgagee and will forever warrant and defend the validity and priority of the lien hereof against the claims of all persons and parties whomsoever.

Mortgagor will, at the cost of Mortgagor, and without expense to Mortgagee, do, execute, acknowledge and deliver all and every such further acts, deeds, conveyances, mortgages, assignments, notices of assignment, transfers and assurances as Mortgagee shall from time to time require in order to preserve the priority of the lien of this Mortgage or to facilitate the performance of the terms hereof.

PROVIDED, HOWEVER, that if Mortgagor shall pay to Mortgagee the indebtedness in the principal sum of \$50,000.00 as evidenced by that certain promissory note (the "Note"), hereinafter substantially copied or identified to-wit:

SEE EXHIBIT 'A'

Mortgage

Page 2 of 14

Initials HN

BK: 9205 PG: 78

of even date herewith, or any renewal or replacement of such Note, executed by Mortgagor and payable to order of Mortgagee, with interest and upon the terms as provided therein, and together with all other sums advanced by Mortgagee to or on behalf of Mortgagor pursuant to the Note or this Mortgage, the final maturity date of the Note and this Mortgage as specified in the Note and shall perform all other covenants and conditions of the Note, all of the terms of which Note are incorporated herein by reference as though set forth fully herein, and of any renewal, extension or modification, thereof and of this Mortgage, then this Mortgage and the estate hereby created shall cease and terminate.

AND Mortgagor further covenants and agrees with Mortgagee as follows:

1. To pay all sums, including interest secured hereby when due, as provided for in the Note and any renewal, extension or modification thereof and in this Mortgage, all such sums to be payable in lawful money of the United States of America at Mortgagee's aforesaid principal office, or at such other place as Mortgagee may designate in writing.
2. To pay when due, and without requiring any notice from Mortgagee, all taxes, assessments of any type or nature and other charges levied or assessed against the Mortgaged Property or this Mortgage and produce receipts therefor upon demand. To immediately pay and discharge any claim, lien or encumbrance against the Mortgaged Property which may be or become superior to this Mortgage and to permit no default or delinquency on any other lien, encumbrance or charge against the Mortgaged Property.
3. To promptly pay all taxes and assessments assessed or levied under and by virtue of any state, federal, or municipal law or regulation hereafter passed, against Mortgagee upon this Mortgage or the debt hereby secured, or upon its interest under this Mortgage, provided however, that the total amount so paid for any such taxes pursuant to this paragraph together with the interest payable on said indebtedness shall not exceed the highest lawful rate of interest in Florida and provided further that in the event of the passage of any such law or regulation imposing a tax or assessment against Mortgagee upon this Mortgage or the debt secured hereby, that the entire indebtedness secured by this Mortgage shall thereupon become immediately due and payable at the option of Mortgagee.
4. To keep the Mortgaged Property insured against loss or damage by fire, wind/hurricane, flood, and such other risks and perils as is customary for the location and as Mortgagee in its discretion may require. The policy or policies of such insurance shall be in the form in general use from time to time in the locality in which the Mortgaged Property is situated, shall be in such amount as Mortgagee may reasonably require, shall be issued by a company or companies approved by Mortgagee, and shall contain a standard mortgagee clause with loss payable to Mortgagee. Whenever required by Mortgagee, such policies shall be delivered immediately to and held by Mortgagee. Any and all amounts received by Mortgagee under any of such policies may be applied by Mortgagee on the indebtedness secured hereby in such manner as Mortgagee may, in its sole discretion, elect or, at the option of Mortgagee, the entire amount so received or any part thereof may be released. Neither the application nor the release of any such amounts shall cure or waive any default. Upon exercise of the power of sale given in this Mortgage or other acquisition of the Mortgaged Property or any part thereof by Mortgagee, such policies shall

Mortgage

Page 3 of 14

Initials HN

become the absolute property of Mortgagee. In any policy, Mortgagee will require a ten (10) day notice of any cancellation or modification to the Mortgagee. In the event such insurance is not maintained by the Mortgagor on the Mortgaged Property, Mortgagee, in its sole discretion, may purchase such insurance at such rates and with such additional fees as the Mortgagee shall determine.

5. To first obtain the written consent of Mortgagee, such consent to be granted or withheld at the sole discretion of Mortgagee, before (a) removing or demolishing any building now or hereafter erected on the premises, (b) altering the arrangement, design or structural character thereof, (c) making any repairs which involve the removal of structural parts or the exposure of the interior of such building to the elements, (d) cutting or removing or permitting the cutting and removal of any trees or timber on the mortgaged Property, (e) removing or exchanging any tangible personal property which is part of the Mortgaged Property, or (f) entering into or modifying any leases of the Mortgaged Property.

6. To maintain the Mortgaged Property in good condition and repair, including but not limited to the making of such repairs as Mortgagee may from time to time determine to be necessary for the preservation of the Mortgaged Property and to not commit or permit any waste thereof, and Mortgagee shall have the right to inspect the Mortgaged Property on reasonable notice to Mortgagor. Mortgagor will not cause or permit the storage, use, generation, or disposition of any hazardous materials in, on, or about the premises or the project, by Mortgagor, its agents, employees, or contractors. Mortgagor will not permit the premises to be used or operated in any manner that may cause the premises to be contaminated by any hazardous materials in violation of any hazardous materials laws. Mortgagor will immediately advise the Mortgagee in writing of (1) any and all enforcements, cleanup, remedial action, removal, or other governmental or regulatory actions instituted, completed, or threatened pursuant to any hazardous materials laws relating to any hazardous materials affecting the premises; and (2) all claims made or threatened by any third party against Mortgagor, or the premises relating to damage, contribution, cost recovery, compensation, loss, or injury resulting from any hazardous materials on or about the premises.

7. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the Mortgaged Property, and not to cause or permit any violation thereof.

8. If Mortgagor fails to pay any claim, lien or encumbrance which is superior to this Mortgage, or when due, any tax or assessment or insurance premium, or to keep the Mortgaged Property in repair, or shall commit or permit waste, or if there be commenced any action or proceeding affecting the Mortgaged Property or the title thereto, or the interest of Mortgagee therein, including, but not limited to, eminent domain and bankruptcy or reorganization proceedings, then Mortgagee, at its option, may pay said claim, lien, encumbrance, tax, assessment or premium, with right of subrogation thereunder, may make such repairs and take such steps as it deems advisable to prevent or cure such waste, and may appear in any such action or proceeding and retain counsel therein, and take such action therein as Mortgagee deems advisable, and for any of such purposes Mortgagee may advance such sums of money, including all costs, reasonable attorney's fees and other items of expense as it deems necessary. Mortgagee shall be the sole judge of the legality, validity and priority of any such claim, lien, encumbrance, tax, assessment and premium and of the amount necessary to be paid in satisfaction thereof. Mortgagee shall not be held

Mortgage

Page 4 of 14

Initials HN

accountable for any delay in making any such payment, which delay may result in any additional interest, costs, charges, expenses or otherwise.

9. Mortgagor will pay to Mortgagee, immediately and without demand, all sums of money advanced by Mortgagee to protect the security hereof pursuant to this Mortgage, including all costs, reasonable attorney's fees and other items of expense, together with interest on each such advancement at the highest lawful rate of interest per annum allowed by the law of the State of Florida, and all such sums and interest thereon shall be secured hereby.

10. All sums of money secured hereby shall be payable without any relief whatever from any valuation or appraisal laws.

11. If default be made in payment of any installment of principal or interest of the Note or any part thereof when due, or in payment, when due, beyond any applicable notice or grace period set forth therein, or any other sum secured hereby, or in performance of any of Mortgagor's obligations, covenants or agreements hereunder, all of the indebtedness secured hereby shall become and be immediately due and payable at the option of Mortgagee, without notice or demand which are hereby expressly waived, in which event Mortgagee may avail itself of all rights and remedies, at law or in equity, and this Mortgage may be foreclosed with all rights and remedies afforded by the laws of Florida and Mortgagor shall pay all costs, charges and expenses thereof, including a reasonable attorney's fee, including all such costs, expenses and attorney's fees, for any retrial, rehearing or appeals. The indebtedness secured hereby shall bear interest at the highest lawful rate of interest per annum allowed by the law of the State of Florida from and after the date of any such default of Mortgagor. If the Note provides for installment payments, the Mortgagee may, at its option, collect a late charge as may be provided for in the Note, to reimburse the Mortgagee for expenses in collecting and servicing such installment payments. Mortgagee's acceptance of any monies from the Mortgagor after a default shall not constitute a waiver of Mortgagee's right to accelerate and foreclose on this Mortgage. The filing of any Bankruptcy or Reorganization shall be deemed an Incident of Default.

12. If default be made in payment, when due, of any indebtedness secured hereby, or in performance of any of Mortgagor's obligations, covenants or agreement hereunder:

(a) Mortgagee is authorized at any time, without notice, in its sole discretion to enter upon and take possession of the Mortgaged Property or any part thereof, to perform any acts Mortgagee deems necessary or proper to conserve the security and to collect and receive all rents, issues and profits thereof, including those past due as well as those accruing thereafter;

(b) Mortgagee shall be entitled, as a matter of strict right, without notice and exparte and without regard to the value or occupancy of the security, or the solvency of Mortgagor, or the adequacy of the Mortgaged Property as security for the Note, to have a receiver appointed to enter upon and take possession of the Mortgaged Property, collect the rents and profits therefrom and apply the same as the court may direct, such receiver to have all the rights and powers permitted under the laws of Florida.

In either such case, Mortgagee or the receiver may also take possession of, and for these purposes use, any and all personal property which is a part of the Mortgaged Property and used by Mortgagor in the rental or leasing thereof or any part thereof. The expense (including receiver's fees, counsel fees, costs and agent's compensation) incurred pursuant to the powers herein contained shall be secured hereby. Mortgagee shall (after payment of all costs and expenses incurred) apply such rents, issues and profits received by it on the indebtedness secured hereby in such order as Mortgagee determines.

The right to enter and take possession of the Mortgaged Property, to manage and operate the same, and to collect the rents, issues and profits thereof, whether by a receiver or otherwise, shall be cumulative to any other right or remedy hereunder or afforded by law, and may be exercised concurrently therewith or independently thereof. Mortgagee shall be liable to account only for such rents, issues and profits actually received by Mortgagee.

13. Acceleration in Case of Borrower's Insolvency. If Borrower or guarantor under a respective Borrower's Note shall voluntarily file a petition under the Federal Bankruptcy Act, as such Act may from time to time be amended, or under any similar or successor Federal statute relating to bankruptcy, insolvency, arrangements or reorganizations, or under any state bankruptcy or insolvency act, or file an answer in an involuntary proceeding admitting insolvency or inability to pay debts, or if Borrower or guarantor under a respective Borrower's Note shall fail to obtain a vacation or stay of involuntary proceedings brought for the reorganization, dissolution or liquidation of Borrower, or if Borrower or guarantor under a respective Borrower's Note shall be adjudged a bankrupt, or if a trustee or receiver shall be appointed for any of the assets of Borrower or guarantor under a respective Borrower's Note, or if either Property shall become subject to the jurisdiction of a Federal bankruptcy court or similar state court, or if Borrower or guarantor under a respective Borrower's Note shall make an assignment for the benefit of any creditors of Borrower or guarantor under a respective Borrower's Note, or if there is an attachment, execution or other judicial seizure of any portion of the assets of either Borrower or guarantor under a respective Borrower's Note and such seizure is not discharged within ten (10) days, the Lender may, at Lender's option, declare all of the sums secured by this Instrument to be immediately due and payable.

14. If the indebtedness secured hereby is now or hereafter further secured by chattel mortgages, security interests, financing statements, pledges, contracts of guaranty, assignments of leases, or other securities, or if the Mortgaged Property hereby encumbered consists of more than one parcel of real property, Mortgagee may at its option exhaust any one or more of said securities and security hereunder, or such parcels of the security hereunder, either concurrently or independently, and in such order as it may determine.

15. This Mortgage shall secure not only existing indebtedness, but also such future advances, whether such advances are obligatory or to be made at the option of Mortgagee, or otherwise, as are made within twenty (20) years from the date hereof, to the same extent as if such future advances were made on the date of the execution of this Mortgage, but such secured indebtedness shall not exceed at any time the maximum principal amount of two times the amount of the Note, plus interest thereon, and any disbursements made for the payment of taxes, levies, or insurance, on the Mortgaged Property, with

Mortgage

Page 6 of 14

Initials HN

interest on such disbursements. Any such future advances, whether obligatory or to be made at the option of the Mortgagee, or otherwise, may be made either prior to or after the due date of the Note or any other notes secured by this Mortgage. This Mortgage is given for the specific purpose of securing any and all indebtedness by the Mortgagor to Mortgagee (but in no event shall the secured indebtedness exceed at any time the maximum principal amount set forth in this paragraph) in whatever manner this indebtedness may be evidenced or represented, until this Mortgage is satisfied of record. All covenants and agreements contained in this Mortgage shall be applicable to all further advances made by Mortgagee to Mortgagor under this future advance clause.

16. No delay by Mortgagee in exercising any right or remedy hereunder, or otherwise afforded by law, shall operate as a waiver thereof or preclude the exercise thereof, during the continuance of any default hereunder. No waiver by Mortgagee of any default shall constitute a waiver of or consent to subsequent defaults. No failure of Mortgagee to exercise any option herein given to accelerate maturity of the debt hereby secured, no forbearance by Mortgagee before or after the exercise of such option and no withdrawal or abandonment of foreclosure proceeding by Mortgagee shall be taken or construed as a waiver of its right to exercise such option or to accelerate the maturity of the debt hereby secured by reason of any past, present or future default on the part of Mortgagor; and, in like manner, the procurement of insurance or the payment of taxes or other liens or charges by Mortgagee shall not be taken or construed as a waiver of its right to accelerate the maturity of the debt hereby secured.

17. Without affecting the liability of Mortgagor or any other person (except any person expressly released in writing) for payment of any indebtedness secured hereby or for performance of any obligation contained herein, and without affecting the rights of Mortgagee with respect to any security not expressly released in writing, Mortgagee may, at any time and from time to time, either before or after the maturity of said note, and without notice or consent:

(a) Release any person liable for payment of all or any part of the indebtedness or for performance of any obligation;

(b) Make any agreement extending the time or otherwise altering the terms of payment of all or any part of the indebtedness, or modifying or waiving any obligation, or subordinating, modifying or otherwise dealing with the lien or charge hereof;

(c) Exercise or refrain from exercising or waive any right Mortgagee may have;

(d) Accept additional security of any kind; and

(e) Release or otherwise deal with any property, real or personal, securing the indebtedness, including all or any part of the Mortgaged Property.

18. Any agreement hereafter made by Mortgagor and Mortgagee pursuant to this mortgage shall be superior to the rights of the holder of any intervening lien or encumbrance.

19. Mortgagor hereby waives all right of homestead exemption, if any, in the Mortgaged Property.

Mortgage

Page 7 of 14

Initials HN

20. In the event of condemnation proceedings of the Mortgaged Property, the award of compensation payable thereunder is hereby assigned to and shall be paid to Mortgagee. Mortgagee shall be under no obligation to question the amount of any such award or compensation and may accept the same in the amount in which the same shall be paid. In any such condemnation proceedings, Mortgagee may be represented by counsel selected by Mortgagee. The proceeds of any award or compensation so received shall, at the option of Mortgagee, either be applied to the prepayment of the Note and at the rate of interest provided therein, regardless of the rate of interest payable on the award by the condemning authority, or at the option of Mortgagee, such award shall be paid over to Mortgagor for restoration of the Mortgaged Property.

21. If Mortgagee, pursuant to a construction loan agreement or loan commitment made by Mortgagee with Mortgagor, agrees to make construction loan advances up to the principal amount of the Note, then Mortgagor hereby covenants that it will comply with all of the terms, provisions and covenants of said construction loan agreement or loan commitment, will diligently construct the improvements to be built pursuant to the terms thereof, all of the terms thereof which are incorporated herein by reference as though set forth fully herein and will permit no defaults to occur thereunder and if a default shall occur thereunder, it shall constitute a default under this Mortgage and the Note.

22. At the option of Mortgagee, Mortgagor shall provide Mortgagee with periodic certified audited statements of the operations of and the financial condition of Mortgagor.

23. The loan represented by this Mortgage and the Note is personal to the Mortgagor and the Mortgagee made the loan to the Mortgagor based upon attributes of the Mortgagor's business practices and other consideration, and therefore this Mortgage may not be assumed by any subsequent holder of an interest in the Mortgaged Property. If all or any part of the Mortgaged Property, or any interest therein, is sold, conveyed, transferred (including a transfer by agreement for deed or land contract) or further encumbered by Mortgagor without Mortgagee's prior written consent excluding the grant of any leasehold interest in the Mortgaged Property not containing an option to purchase, which lease is made in the ordinary course of Mortgagor's business, then in that event Mortgagee may declare all sums secured by this Mortgage immediately due and payable.

24. Mortgagor represents and warrants that if a corporation, limited liability company or other business entity, it is duly organized and validly existing, in good standing under the laws of the state of its incorporation, has stock outstanding which has been duly and validly issued, and is qualified to do business and is in good standing in the State of Florida, with full power and authority to consummate the loan contemplated hereby; and, if a partnership, it is duly formed and validly existing, and is fully qualified to do business in the State of Florida; with full power and authority to consummate the loan contemplated hereby.

25. In the event any one or more of the provisions contained in this Mortgage or in the Note shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall, at the option of the Mortgagee, not affect any other provisions of this Mortgage, but this Mortgage shall be construed as if such invalid, illegal or unenforceable provision had never been

Mortgage

Page 8 of 14

Initials HN

contained herein or therein. The total interest payable pursuant to the Note or this Mortgage shall not in any one year exceed the highest lawful rate of interest permitted in the State of Florida.

26. The covenants and agreements herein contained shall bind and the benefits and advantages shall inure to the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders. All covenants, agreements and undertakings shall be joint and several. In the event additional numbered covenants or paragraphs are for convenience inserted in this Mortgage, such additional covenants shall be read and given effect as though following this covenant in consecutive order.

27. The Mortgagor may not enter into a new lease or extend any existing lease on the property without the consent of the Mortgagee.

AS A MATERIAL INDUCEMENT FOR LENDER TO EXECUTE THIS AGREEMENT, BORROWER AND GUARANTOR DO HEREBY RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE, ACQUIT, SATISFY AND FOREVER DISCHARGE LENDER, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS AND ITS AFFILIATES AND ASSIGNS FROM ANY AND ALL LIABILITY, CLAIMS, COUNTERCLAIMS, DEFENSES, ACTIONS, CAUSES OF ACTION, SUITS, CONTROVERSIES, AGREEMENTS, PROMISES AND DEMANDS WHATSOEVER IN LAW OR IN EQUITY WHICH BORROWER OR GUARANTOR EVER HAD, NOW HAS, OR WHICH ANY PERSONAL REPRESENTATIVE, SUCCESSOR, HEIR OR ASSIGN OF BORROWER OR GUARANTOR HEREAFTER CAN, SHALL OR MAY HAVE AGAINST LENDER, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, AND ITS AFFILIATES AND ASSIGNS, FOR, UPON OR BY REASON OF ANY MATTER, CAUSE OR THING WHATSOEVER THROUGH THE DATE THAT THIS AGREEMENT IS EXECUTED. BORROWER AND GUARANTOR FURTHER EXPRESSLY AGREE THAT THE FOREGOING RELEASE AND WAIVER AGREEMENT IS INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY THE LAWS OF THE STATE OF FLORIDA. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE TERMS AND CONDITIONS OF THIS SECTION DO NOT DIMINISH OR EFFECT ANY OF THE LENDER'S OBLIGATIONS UNDER THE LOAN DOCUMENTS FROM THE DATE HEREOF.

THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS FIFTY THOUSAND and 00/100 DOLLARS (\$50,000.00), TOGETHER WITH ALL ACCRUED INTEREST, IF ANY, AS WELL AS ALL ADVANCEMENTS MADE BY THE LENDER AND ALL

Mortgage

Page 9 of 14

Initials HN

BK: 9205 PG: 85

**OTHER FINANCIAL OBLIGATIONS UNDER THE TERMS OF THIS INSTRUMENT
AND/OR THE NOTE SHALL BECOME DUE AT MATURITY.**

IN WITNESS WHEREOF, the Mortgagor has caused these presents to be executed the day and year first above written.

Signed, sealed and delivered in the
presence of:

(Witness 1 Print Name) Taylor Dennis

Address: 1307 E Cennotes
Pensacola, FL 32501

(Witness 2 Print Name) Jennifer Spain

Address: 1307 E Cennotes
Pensacola, FL 32501

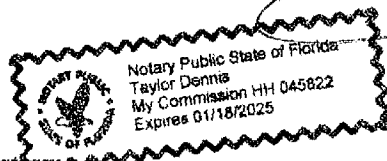
Huong Nguyen

**STATE OF FLORIDA
COUNTY OF ESCAMBLA**

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this **16th day of September, 2024** by **Huong Nguyen**. She ☐ is personally known to me or ☒ has produced a driver's license as identification.

WITNESS my hand and official seal in the County and State last aforesaid this **16th day of September 2024**.

[Notary Seal]



Notary Public

Printed Name: Taylor Dennis

My Commission Expires: _____

Mortgagor

Page 10 of 14

Initials HN

BK: 9205 PG: 86

EXHIBIT A**BALLOON PROMISSORY NOTE****\$50,000.00****Pensacola, Florida
September 16, 2024**

FOR VALUE RECEIVED, the undersigned, Borrower (jointly and severally, if more than one), promises to pay to **SOVIERO FAMILY II, LLC**, a Florida limited liability company (Payee), the principal sum of **FIFTY THOUSAND and 00/100 DOLLARS (\$50,000.00)**, with interest from date hereof at the rate of **THIRTEEN percent (13.00%)** per annum on the balance from time to time remaining unpaid. The said principal and interest shall be payable in lawful money of the United States of America, by electronic transfer or, if not available, at 1025 West Indiantown Road, Suite 106, Jupiter, FL 33458, or at such place as may hereafter be designated by written notice from the holder to the maker hereof, on the date and in the manner following:

INTEREST ONLY shall be due and in monthly payments of **\$541.67** payable to **SOVIERO FAMILY II, LLC**, beginning **November 1, 2024**, and payable monthly thereafter on the 1st day of each month continuing until **October 31, 2026**, when the full principal amount of **\$50,000.00** outstanding and all remaining interest and such other amounts shall be due.

LATE PAYMENT: Payment is due on the due date. **THERE IS NO GRACE PERIOD.** Any payment not received on or before the first day of the month shall constitute a default and be subject to an additional payment of **\$54.17** as a penalty plus all other remedies available to Payee under this Balloon Promissory Note and under the Mortgage. Payee's acceptance of such payment and penalty shall not constitute a waiver of Payee's rights or Mortgagee's rights.

PREPAYMENT: Borrower may not prepay this Balloon Promissory Note for six (6) months. If payment is tendered, prorated interest for remainder of said six-month period will be due.

DEFAULT: If borrower does not pay the full amount of any payments due hereunder and of those described in the Mortgage on its respective due date, Borrower will be in default, in which event the interest being charged hereunder shall increase to a default interest rate at the highest rate permitted under Florida law computed from the date upon which any payment was so due.

NOTICE OF DEFAULT: If Borrower is in default, the Note Holder may, but is not required to, send Borrower a written notice telling Borrower that Borrower has not paid the overdue amount and require Borrower to pay immediately the full amount of principal which has not been paid, late fees as applicable, and all the interest, including default interest, that Borrower owes on that amount.

NO WAIVER BY NOTE HOLDER: Even if, at time when Borrower is in default, the Note Holder does not require Borrower to pay immediately in full as described above, the Note Holder will still have the right to do so if Borrower is in default at a later time.

Mortgage

Page 11 of 14

Initials HN

BK: 9205 PG: 87

PAYMENT OF NOTE HOLDER'S COSTS AND EXPENSES: If the Note Holder employs the services of any attorney and/or other third parties to enforce the Note Holder's rights hereunder, the Note Holder will have the right to be paid back by Borrower all of its costs and expenses in enforcing this Note and Mortgage described hereinafter to the extent not prohibited by applicable law. Those expenses include, but are not limited to, reasonable attorneys' fees including any litigation and non-litigation costs through and including any appeals, and such other third-party fees, court costs, costs of documentary evidence, and all other reasonable expenses incurred in connection therewith.

MORTGAGE: This note with interest is secured by mortgage on real estate, of even date herewith, made by the maker hereof in favor of the said payee, and shall be construed and enforced according to the laws of the State of Florida.

ACCELERATION, NO NOTICE, AND NO WAIVER: If default be made in the payment of any of the sums or interest mentioned herein or in said mortgage, or in the performance of any of the agreements contained herein or in said mortgage, then the entire principal sum and accrued interest shall at the option of the holder hereof become at once due and collectible without notice, time being of the essence; and said principal sum and accrued interest shall both bear interest from such time until paid at the highest rate allowable under the laws of the State of Florida. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

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

SAVINGS CLAUSE: Borrower does not agree or intend to pay, and Payee does not agree or intend to contract for, charge, collect, take, reserve, or receive, (collectively referred to herein as "charge or collect") any amount in the nature of interest or in the nature of a fee for this Balloon Promissory Note, (Note) which would in any way or event (including demand, prepayment, or acceleration) cause Payee to charge or collect more for this Note than the maximum the Payee would be permitted to charge or collect by federal law, or the laws of the State of Florida (as applicable). Any such excess interest or unauthorized fee shall, instead of anything stated to the contrary, be applied first to reduce the principal balance of this Note, and when the principal has been paid in full, be refunded to Borrower.

Whenever used herein the terms "holder", "maker" and "payee" shall be construed in the singular or plural as the context may require or admit.

AS A MATERIAL INDUCEMENT FOR PAYEE TO OFFER TO LEND MONEY TO BORROWER, BORROWER AND CO-BORROWER/GUARANTOR DO HEREBY RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE, ACQUIT, SATISFY AND FOREVER DISCHARGE PAYEE, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS AND ITS

Mortgage

Page 12 of 14


Initials HN

BK: 9205 PG: 88

AFFILIATES AND ASSIGNS FROM ANY AND ALL LIABILITY, CLAIMS, COUNTERCLAIMS, DEFENSES, ACTIONS, CAUSES OF ACTION, SUITS, CONTROVERSIES, AGREEMENTS, PROMISES AND DEMANDS WHATSOEVER IN LAW OR IN EQUITY WHICH BORROWER OR CO-BORROWER/GUARANTOR EVER HAD, NOW HAS, OR WHICH ANY PERSONAL REPRESENTATIVE, SUCCESSOR, HEIR OR ASSIGN OF BORROWER OR CO-BORROWER/GUARANTOR HEREAFTER CAN, SHALL OR MAY HAVE AGAINST LENDER, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, AND ITS AFFILIATES AND ASSIGNS, FOR, UPON OR BY REASON OF ANY MATTER, CAUSE OR THING WHATSOEVER THROUGH THE DATE THAT THIS AGREEMENT IS EXECUTED. BORROWER AND CO-BORROWER/GUARANTOR FURTHER EXPRESSLY AGREE THAT THE FOREGOING RELEASE AND WAIVER AGREEMENT IS INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY THE LAWS OF THE STATE OF FLORIDA.

THIS IS A NOTE SECURED BY A BALLOON MORTGAGE AND THE FINAL FIFTY THOUSAND and 00/100 DOLLARS (\$50,000.00), TOGETHER WITH ALL ACCRUED INTEREST, IF ANY, AS WELL AS ALL ADVANCEMENTS MADE BY THE LENDER AND ALL OTHER FINANCIAL OBLIGATIONS UNDER THE TERMS OF THIS INSTRUMENT AND/OR THE NOTE SHALL BECOME DUE AT MATURITY.

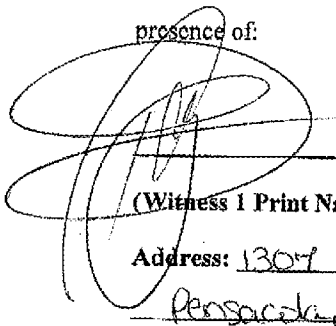
Maker's Address
1161 West Nine One Half Mile Road
Pensacola, FL 32354
Email: info@td9.us

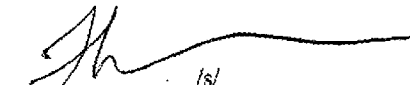

/s/
Huong Nguyen

IN WITNESS WHEREOF, the Borrower has caused these presents to be executed the day and year first above written.

Signed, sealed and delivered in the

presence of:


(Witness 1 Print Name) Taylor Dennis
Address: 1307 E Centerville St
Pensacola, FL 32501

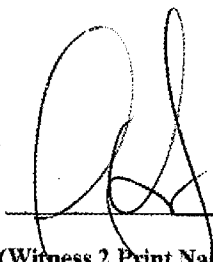

/s/
Huong Nguyen

Mortgage

Page 13 of 14

Initials HN

BK: 9205 PG: 89 Last Page

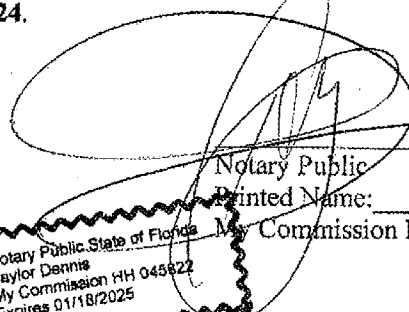
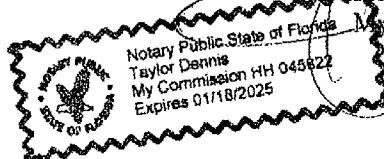

(Witness 2 Print Name) Jennifer Spain
Address: 1307 E Crivantes
Pensacola, FL 32501

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 16th day of **September, 2024** by **Huong Nguyen**. She ☐ is personally known to me or ☒ has produced a driver's license as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 16th day of **September 2024**.

[Notary Seal]


Notary Public
Printed Name: _____
My Commission Expires: _____


Mortgage

Page 14 of 14

Initials HN

Recorded in Public Records 9/20/2024 2:35 PM OR Book 9207 Page 456,
Instrument #2024072373, Pam Childers Clerk of the Circuit Court Escambia
County, FL Recording \$52.50 MTG Stamps \$122.50 Int. Tax \$70.00

PREPARED BY AND RETURN TO:

Anthony C. Soviero, Esq.
1025 West Indiantown Road
Suite 106
Jupiter, FL 33458

Future Advance Amount: \$35,000.00

RECEIPT OF FUTURE ADVANCE
AND
MORTGAGE MODIFICATION AGREEMENT

THIS AGREEMENT executed this 20 day of September 2024, by and **HUONG NGUYEN**, whose post office address is: 1161 West Nine One Half Mile Road, Pensacola, FL 32534, hereinafter referred to as (Mortgagor), which term as used herein in every instance shall include Mortgagor's successors, legal representatives and assigns, including all subsequent grantees, either voluntary by act of the parties or involuntary by operation of law, parties of the first part, and **SOVIERO FAMILY II, LLC**, whose address is 1025 WEST INDIANTOWN ROAD, #106, JUPITER, FL 33458, hereinafter called (Mortgagee), which term as used herein in every instance shall include Mortgage's successors, legal representatives and assigns, including all subsequent assignees, either voluntary by act of the parties or involuntary by operation of law, party of the second part.

A. Whereas Mortgagee is the owner and holder of that certain mortgage ("Mortgage") dated **September 16th, 2024**, made by Mortgagor to **Soviero Family II, LLC**, a Florida limited liability company, recorded in **Official Records Instrument #2024071228, Book # 9205, Page 76, Escambia County, Florida**, securing a debt evidenced by a balloon note ("Note") dated **September 16th, 2024**, in the original principal sum of **\$50,000.00 (FIFTY THOUSAND & 00/100 Dollars)**, which Mortgage encumbers property more particularly described as follows:

COMMENCING AT A 1" IRON ROD LOCATED AT THE NORTHWEST CORNER OF SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE S.89°28'17" E. ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF SECTION 9 FOR 33.00'; THENCE S. 00°30'57" W. FOR 15.00' TO A CAPPED IRON ROD #3578 AT THE INTERSECTION OF THE EAST R/W LINE OF ASHLAND AVENUE AND THE SOUTH R/W LINE OF 9 1/2 MILE ROAD AND THE POINT OF BEGINNING; THENCE CONTINUE S. 00°30'57" W. ALONG THE EAST R/W LINE OF ASHLAND AVENUE FOR 311.43' TO A CAPPED IRON ROD #3578; THENCE S. 89°26'31" E. FOR 304.53' TO A CAPPED IRON ROD #3578; THENCE N. 00°30'57" E. FOR 311.59' TO A CAPPED IRON ROD #3578 ON THE SOUTH R/W LINE OF 9 1/2 MILE ROAD; THENCE N. 89°28'17" W. ALONG SAID SOUTH R/W LINE FOR 304.53' TO THE POINT OF BEGINNING.

LESS AND EXCEPT O.R. BOOK 6673, PAGE 1926.

DocuSign Envelope ID: D4F118B-260A-4DF8-9F8C-3443A6429E05



BK: 9207 PG: 457

Which mortgage is hereinafter referred to as the "Mortgage"; and

B. Mortgagor, the owner in fee simple of all the property subject to the Mortgage, has requested Mortgagee to modify Note and Mortgages and the parties have mutually agreed to modify the terms thereof in the manner hereinafter appearing.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, additional property as collateral, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto mutually covenant and agree as follows:

1. As of September 1, 2024, the unpaid principal balance of the Note is **FIFTY THOUSAND and 00/100 DOLLARS (\$50,000.00)**. Interest has been paid to September 30, 2024.

2. The Mortgagor hereby acknowledges receipt of the sum of **THIRTY FIVE THOUSAND AND 00/100 DOLLARS (\$35,000.00)** on the date hereof from the Mortgagee as a "future advance". The new principal balance is **\$85,000.00**.

3. The final payment date is October 31, 2026, when the full principal amount of **\$85,000.00** balloon payment will become due.

4. There is a future advance note in the amount of **\$35,000.00** which is consolidated with the original note in the new Consolidated Renewal Promissory Note of **\$85,000.00**, copies attached hereto.

5. The new monthly payment will be **\$920.83** due on the FIRST (1st) day of each month starting November 1st, 2024.

6. Except as herein modified and amended, all other terms and conditions of the Mortgage and Note, and Mortgagor's obligations and covenants with respect to all documents delivered to Mortgagee in connection therewith, shall remain in full force and effect.

IN WITNESS WHEREOF, this Modification of Mortgage been duly executed by Mortgagor and Mortgagee as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

MORTGAGEE
SOVIERO FAMILY II, LLC

Michelle Soriano

Witness Print Name: Michelle Soriano

Address: 17085 32nd Ln, Loxahatchee, FL 33470

By: Anthony Christopher Soviero

ANTHONY C. SOVIERO, It's Manager



BK: 9207 PG: 458

Rebecca LoBrutto

Signed on 2024/09/20 16:33:40

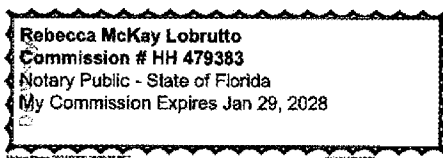
Witness Print Name: Rebecca LoBrutto

Address: 5012 Cavelletti Rd, Lake Worth, FL 33467

**STATE OF FLORIDA
COUNTY OF PALM BEACH**

The foregoing instrument was acknowledged before me by means of [X] physical presence or [x] online notarization, this 20 day of **September, 2024** by **ANTHONY C. SOVIERO** as **Manager of SOVIERO FAMILY II, LLC**. He [] is personally known to me or [X] has produced a driver's license as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 20 day of **September 2024**.



Notary Public

Printed Name: Rebecca LoBrutto

My Commission Expires: 1/29/28

Notarial act performed by audio-visual communication

IN WITNESS WHEREOF, this Modification of Mortgage been duly executed by Mortgagor and Mortgagee as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

MORTGAGOR

Michelle Soriano

Signed on 2024/09/20 16:33:40

Witness Print Name: Michelle Soriano

ADDRESS: 17085 32nd Ln, Loxahatchee, FL 33470

By:

Huong Thi Nguyen

HUONG NGUYEN



BK: 9207 PG: 459

Rebecca LoBrutto

Signed on 2024/09/20 05:35:50

Witness Print Name: Rebecca LoBrutto

ADDRESS: 5012 Cavelletti Rd, Lake Worth, FL 33467

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 20 day of **September, 2024** by **Huong Nguyen**. She ☐ is personally known to me or ☒ has produced a driver's license as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 20 day of **September 2024**.

[Notary Seal]

Notary Public

Printed Name: Rebecca LoBrutto

My Commission Expires: 1/29/28

Rebecca McKay LoBrutto
 Commission # HH 479383
 Notary Public - State of Florida
 My Commission Expires Jan 29, 2028

Notarial act performed by audio-visual communication

BK: 9207 PG: 460

**CONSOLIDATED RENEWAL
PROMISSORY NOTE**

\$85,000.00

September 20, 2024

FOR VALUE RECEIVED, the undersigned, (jointly and severally, if more than one) promises to pay to **SOVIERO FAMILY II, LLC**, the principal sum of **EIGHTY FIVE THOUSAND and 00/100 DOLLARS (\$85,000.00)** with interest from date at the rate of **THIRTEEN** per cent (13.0%) per annum on the balance from time to time remaining unpaid. The said principal and interest shall be payable in lawful money of the United States of America, by **electronic transfer** or, if not available at **1025 WEST INDIANTOWN ROAD, SUITE 106, JUPITER, FL 33458**, or at such place as may hereafter be designated by written notice from the holder to the maker hereof, on the date and in the manner following:

INTEREST ONLY shall be payable in monthly payments of **\$920.83** to **SOVIERO FAMILY II, LLC**, beginning November 1st, 2024, and payable monthly thereafter the 1st day of each month continuing until October 31st, 2026, when the full principal amount of \$85,000 outstanding and all remaining interest shall be due.

LATE PAYMENT: Payment is due on the due date. **THERE IS NO GRACE PERIOD.** Any payment not received on or before the first day of the month shall constitute a default and be subject to an additional payment of **\$92.08** as a penalty plus all other remedies available to Payee under this Balloon Promissory Note and under the Mortgage. Payee's acceptance of such payment and penalty shall not constitute a waiver of Payee's rights or Mortgagee's rights.

PREPAYMENT: Borrower may not prepay this Balloon Promissory Note for **SIX (6) months**. If payment is tendered, prorated interest for remainder of said Six-month period will be due.

DEFAULT: If borrower does not pay the full amount of any payments due hereunder and of those described in the Mortgage on its respective due date, Borrower will be in default, in which event the interest being charged hereunder shall increase to a default interest rate of highest rate permitted under Florida law computed from the date upon which any payment was so due.

NOTICE OF DEFAULT: If Borrower is in default, the Note Holder may, but is not required to, send Borrower a written notice telling Borrower that Borrower has not paid the overdue amount and require Borrower to pay immediately the full amount of principal which has not been paid, late fees as applicable, and all the interest, including default interest, that Borrower owes on that amount.

NO WAIVER BY NOTE HOLDER: Even if, at time when Borrower is in default, the Note Holder does not require Borrower to pay immediately in full as described above, the Note Holder will still have the right to do so if Borrower is in default at a later time.

PAYMENT OF NOTE HOLDER'S COSTS AND EXPENSES: If the Note Holder

employs the services of any attorney and/or other third parties to enforce the Note Holder's rights hereunder, the Note Holder will have the right to be paid back by Borrower all of its costs and expenses in enforcing this Note and Mortgage described hereinafter to the extent not prohibited by applicable law. Those expenses include, but are not limited to, reasonable attorneys' fees including any litigation and non-litigation costs through and including any appeals, and such other third party's fees, court costs, costs of documentary evidence, and all other reasonable expenses incurred in connection therewith.

MORTGAGE: This note with interest is secured by mortgage on real estate, of even date herewith, made by the maker hereof in favor of the said payee, and shall be construed and enforced according to the laws of the State of Florida.

ACCELERATION, NO NOTICE, AND NO WAIVER: If default be made in the payment of any of the sums or interest mentioned herein or in said mortgage, or in the performance of any of the agreements contained herein or in said mortgage, then the entire principal sum and accrued interest shall at the option of the holder hereof become at once due and collectible without notice, time being of the essence; and said principal sum and accrued interest shall both bear interest from such time until paid at the highest rate allowable under the laws of the State of Florida. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

WAIVER: Each person liable hereon, whether maker or endorser, hereby waives presentment, protest, notice, 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, after maturity of this note or default hereunder, or under said mortgage, counsel shall be employed to collect this note or to protect the security of said mortgage.

Whenever used herein the terms "holder", "maker" and "payee" shall be construed in the singular or plural as the context may require or admit.

THIS IS A NOTE SECURED BY A BALLOON MORTGAGE AND THE EIGHTY FIVE THOUSAND AND 00/100 DOLLARS (\$85,000.00), TOGETHER WITH ALL ACCRUED INTEREST, IF ANY, AS WELL AS ALL ADVANCEMENTS MADE BY THE LENDER AND ALL OTHER FINANCIAL OBLIGATIONS UNDER THE TERMS OF THIS INSTRUMENT AND/OR THE NOTE.

Maker's Address

1161 West Nine One Half Mile Road
Pensacola, FL 32534
Email: info@td9.us

By: Huong Thi Nguyen
HUONG NGUYEN



Recorded in Public Records 11/19/2024 7:41 AM OR Book 9234 Page 472,
Instrument #2024087863, Pam Childers Clerk of the Circuit Court Escambia
County, FL Recording \$27.00

PREPARED BY AND RETURN TO:

Anthony C. Soviero
1025 W. Indiantown Road, #106
Jupiter, FL 33458
tony@soviero.net
561-278-0098

File: Nguyen

**CONDITIONAL ASSIGNMENT OF MORTGAGE
WITH SECURITY AGREEMENT**

THIS CONDITIONAL ASSIGNMENT OF MORTGAGE WITH SECURITY AGREEMENT made and entered into this 18th day of November 2024, by **SOVIERO FAMILY II, LLC**, party of the first part, hereinafter referred to as "Assignor", and, having its principal place of business at 1025 West Indiantown Road, Suite 106, Jupiter, FL 33458, and **iTHINK FINANCIAL CREDIT UNION**, party of the second part, hereinafter referred to as "Assignee".

WHEREAS, Assignor is the present owner of a certain Promissory Note (the "Promissory Note") dated September 16, 2024, in the amount of \$50,000.00 given to **Assignor**, secured by a Mortgage (the "Mortgage"), on the real property described in Exhibit "A" attached hereto and made a part hereof, which mortgage was recorded in Official Records Book #9205, Page 76, Instrument #2024071228.

NOW, THEREFORE, in order to further secure the payment of the indebtedness of the Assignor to the Assignee and in further consideration of the sum of ONE DOLLAR (\$1.00) paid by the Assignor to the Assignee, the receipt of which is hereby acknowledged, the Assignor does hereby sell, assign, transfer and set over unto the Assignee, all of its right, title and interest in and to the Promissory Note and Mortgage.

1. In furtherance of the foregoing Assignment, the Assignor hereby shall endorse over to the Assignee to be held by the Assignee, the Promissory Note, which Note shall be returned to Assignor upon full payment of the loan amount and all accrued interest and costs.
2. The Assignor will notify the Assignee of any default in the terms and conditions of the assigned Promissory Note and Mortgage and will take all steps necessary to compel the mortgagor's compliance. In the event the Promissory Note or Mortgage shall continue to remain in default for a period exceeding thirty (30) days, the Assignee may act as agent for the commencement of foreclosure action and Assignor shall advance all funds necessary for such action. Should any action proceed to final judgment any sums collected in the legal action will go to the Assignee to be credited against the loan.
3. Assignor hereby covenants and warrants to the Assignee that neither it nor any previous owner has executed any prior assignment or pledge of its interest in any property of the whole or any part of the mortgaged premises which to this date have not been executed, satisfied, and released of record. The Assignor also hereby covenants and agrees not to do any other act which would

BK: 9234 PG: 473

destroy or impair the benefits to the Assignee of this Agreement.

4. This assignment shall remain in full force and effect so long as the mortgage debt owned by the Assignor to the Assignee remains unpaid in whole or in part.

5. The provisions of this instrument shall be binding upon the Assignor and his successors or assigns and upon the Assignee and its successors or assigns. The word "Assignor" shall be construed to mean any one or more person or persons or parties who are holders of the legal title or equity of redemption to or in the aforesaid mortgaged premises. The word "note" shall be construed to mean the instrument given to evidence the indebtedness held by the Assignee against the mortgaged premises.

6. When the entire loan principal has been paid in full the Assignee shall reassign to the Assignor the interest herein conveyed.

IN WITNESS WHEREOF, the Assignor has caused these presents to be executed in the manner and the form proper and sufficient in law, the day and year first above written.

Signed, sealed and delivered in
the presence of:

Leslie Santelli

SOVIERO FAMILY II, LLC

Witness 1 Print Name: Leslie Santelli

Address: 1015 W. Indian Town Rd. #106

Jupiter, FL 33458

Lisa Nicola Chin Loy

By ANTHONY C. SOVIERO, Manager/Member

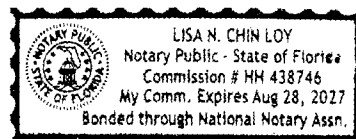
Witness 2 Print Name: LISA NICOLA CHIN LOY

Address: 1025 W. Indian Town Rd. #106

Jupiter, FL 33458

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 18th day of November 2024 by ANTHONY C. SOVIERO, who is personally known to me or produced _____ as identification.



Lisa Nicola Chin Loy
Notary Public
My commission expires:

EXHIBIT "A"

COMMENCING AT A 1" IRON ROD LOCATED AT THE NORTHWEST CORNER OF SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE S.89°28'17" E. ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF SECTION 9 FOR 33.00'; THENCE S. 00°30'57" W. FOR 15.00' TO A CAPPED IRON ROD #3578 AT THE INTERSECTION OF THE EAST R/W LINE OF ASHLAND AVENUE AND THE SOUTH R/W LINE OF 9 1/2 MILE ROAD AND THE POINT OF BEGINNING; THENCE CONTINUE S. 00°30'57" W. ALONG THE EAST R/W LINE OF ASHLAND AVENUE FOR 311.43' TO A CAPPED IRON ROD #3578; THENCE S. 89°26'31" E. FOR 304.53' TO A CAPPED IRON ROD #3578; THENCE N. 00°30'57" E. FOR 311.59' TO A CAPPED IRON ROD #3578 ON THE SOUTH R/W LINE OF 9 1/2 MILE ROAD; THENCE N. 89°28'17" W. ALONG SAID SOUTH R/W LINE FOR 304.53' TO THE POINT OF BEGINNING.

LESS AND EXCEPT O.R. BOOK 6673, PAGE 1926.

Recorded in Public Records 11/13/2020 3:00 PM OR Book 8404 Page 1082,
Instrument #2020097929, Pam Childers Clerk of the Circuit Court Escambia
County, FL

Filing # 105820459 E-Filed 04/03/2020 09:18:40 AM

IN THE COUNTY COURT OF THE FIRST
JUDICIAL CIRCUIT IN AND FOR ESCAMBIA
COUNTY, FLORIDA

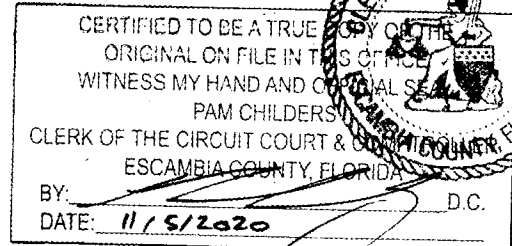
CASE NO.: 2019 SC 003445

MIDLAND FUNDING LLC
350 CAMINO DE LA REINA SUITE
100, SAN DIEGO CA 92108
Plaintiff,

vs.

HUNG NGUYEN
1366 MAZUREK BLVD ,
PENSACOLA, FL 32514

Defendant _____ /




FINAL JUDGMENT

At a Small Claims Pretrial Conference on November 13, 2019, the plaintiff appeared, but the defendant did **NOT**, after proper service. Therefore, the plaintiff is entitled to a Final Judgment and it is

ORDERED AND ADJUDGED that Plaintiff, whose address is 350 CAMINO DE LA REINA SUITE 100, SAN DIEGO CA 92108, shall recover from Defendant, HUNG NGUYEN, 1366 MAZUREK BLVD , PENSACOLA, FL 32514 the sum of \$2,560.09 in principal and costs of \$369.25, for a total of \$2,929.34, that shall bear interest at the statutory rate, for all of which let execution issue.

DONE AND ORDERED in chambers, at ESCAMBIA County, Florida.

Cc: Plaintiff
Defendant


Signed by COUNTY COURT JUDGE PAT KINSEY
on 04/02/2020 16:26:53 HLKeG-go

Recorded in Public Records 09/03/2014 at 10:00 AM OR Book 7220 Page 1981,
Instrument #2014064100, Pam Childers Clerk of the Circuit Court Escambia
County, FL

IN THE CIRCUIT COURT IN AND FOR ESCAMBIA COUNTY, FLORIDA

STATE OF FLORIDA

VS

CASE NO: 2013 CF 005574 B

HUNG TAN NGUYEN
6660 FRANK REEDER RD
PENSACOLA, FL 32526

DIVISION: C
DATE OF BIRTH: 02/10/1970
SOCIAL SECURITY NBR: [REDACTED]

FINAL JUDGMENT FOR FINES, COSTS, AND ADDITIONAL CHARGES

On AUGUST 25, 2014, an order assessing fines, costs, and additional charges was entered against the Defendant, HUNG TAN NGUYEN requiring payment of certain sums for fines, costs, and additional charges. Defendant having failed to make full payment,

IT IS ADJUDGED that the Escambia County Clerk of the Circuit Court, 190 W GOVERNMENT ST, PENSACOLA, FLORIDA 32502 recover from Defendant those remaining unpaid fines, costs and additional charges in the sum of \$518.00, the amounts of which shall bear interest at the rate prescribed by law 4.75% until satisfied.

It is further ORDERED AND ADJUDGED that a lien is hereby created against all of the property, both real and personal, of the defendant.

FOR WHICH LET EXECUTION ISSUE.

DONE AND ORDERED in open court/chambers in Pensacola, Escambia County, Florida, this

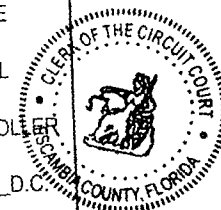
26th day of August, 2014.

PAM CHILDERS
CLERK OF CIRCUIT COURT
ESCAMBIA COUNTY, FL
AUG 27 P 2:40
CIRCUIT CRIMINAL DIVISION
FILED & RECORDED

Copy to [REDACTED]

[Signature]
CIRCUIT JUDGE

CERTIFIED TO BE A TRUE COPY OF THE
ORIGINAL ON FILE IN THIS OFFICE
WITNESS MY HAND AND OFFICIAL SEAL
PAM CHILDERS
CLERK OF THE CIRCUIT COURT & COMPTROLLER
ESCAMBIA COUNTY, FLORIDA
BY: *[Signature]* D.C.
DATE: 9-2-14



(CPCTMMFNLCRGS #24984)

Recorded in Public Records 7/31/2020 3:26 PM OR Book 8342 Page 281,
Instrument #2020062591, Pam Childers Clerk of the Circuit Court Escambia
County, FL Recording \$10.00

Recorded in Public Records 9/18/2019 12:41 PM OR Book 8166 Page 1397,
Instrument #2019082145, Pam Childers Clerk of the Circuit Court Escambia
County, FL

Filing # 95808149 E-Filed 09/17/2019 10:07:26 AM

IN THE CIRCUIT COURT OF THE
FIRST JUDICIAL CIRCUIT IN AND FOR
ESCAMBIA COUNTY FLORIDA

BANK OF AMERICA, N.A.

Plaintiff,

v.

CASE NO. 2019CA000803

HUNG T NGUYEN

Defendant. /

FINAL JUDGMENT

This cause having come on before the Court on Plaintiff's Motion for Final Judgment and the Plaintiff present and Defendant failing to appear after being duly notice, the Court having heard argument from counsel, having reviewed the Motion, the Court file, and being otherwise advised in the premises, it is hereby:

ORDERED AND ADJUDGED that Plaintiff, BANK OF AMERICA, N.A., whose address is 100 North Tryon Street, Charlotte, NC 28202, recover from the Defendant(s), HUNG T NGUYEN, the sum of \$22,068.61 on principal, and costs of \$454.75, making a total judgment award of \$22,523.36, for all of which let execution issue.

IT IS FURTHER ORDERED and ADJUDGED that the Defendant shall complete Florida Rule of Civil Procedure Form 1.977 (Fact Information Sheet) and return it to the Plaintiff's attorney, or to the Plaintiff if the Plaintiff is not represented by an attorney, within forty-five (45) days from the date of this final judgment, unless the final judgment is satisfied or a motion for new trial or notice of appeal is filed.

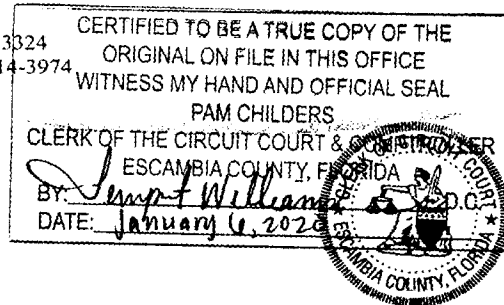
Jurisdiction of this case is retained to enter further orders that are proper to compel the Defendant to complete Florida Rule of Civil Procedure Form 1.977 and return it to the Plaintiff's attorney or the Plaintiff if the Plaintiff is not represented by an attorney.

DONE and ORDERED in ESCAMBIA, Florida, on _____.

eSigned by CIRCUIT JUDGE JAN SHACKELFORD in 2019 CA 000803
on 09/16/2019 16:31:30 jLNzNGrz

Conformed copies to:
Cooling & Winter, LLC, 7901 SW 6th Court, Suite 310, Plantation, FL 33324
HUNG T NGUYEN, 1294 MAZUREK BLVD, PENSACOLA FL 32514-3974

C0564978



Recorded in Public Records 02/28/2007 at 04:08 PM OR Book 6095 Page 986,
Instrument #2007019446, Ernie Lee Magaha Clerk of the Circuit Court Escambia
County, FL Recording \$10.00

OR BOOK 3415 PG 905

OR BK 4517 PG 1540
Escambia County, Florida
INSTRUMENT 00-701625

IN THE COUNTY COURT, IN AND
FOR ESCAMBIA COUNTY, FLORIDA

FLORIDA STATE EMPLOYEES
FEDERAL CREDIT UNION,

Plaintiff,

vs.

HONG LIEN WORRELL, a/k/a
Hong Lien Nguyen,

Defendant.

CASE NO. 93-1510-CC-12

CERTIFIED TO BE A TRUE COPY
OF THE ORIGINAL ON FILE IN THIS OFFICE
WITNESS MY HAND AND OFFICIAL SEAL
ERNIE LEE MAGAHA, CLERK
CIRCUIT COURT AND COUNTY COURT
ESCAMBIA COUNTY, FLORIDA

BY: Cheri S. High D.C.

FINAL JUDGMENT

THIS ACTION was heard after entry of default against Defendant
and, it is

ORDERED AND ADJUDGED that Plaintiff, FLORIDA STATE EMPLOYEES
FEDERAL CREDIT UNION, recover from Defendant, HONG LIEN WORRELL,
a/k/a Hong Lien Nguyen, the sum of \$2,684.59 as principal,
\$ 300⁰⁰ Lx for attorneys' fees with costs in the sum of \$95.50,
making a subtotal of \$ 3080.09 that shall bear interest at the
rate of 11% a year and in addition the Plaintiff shall recover
prejudgment interest of \$86.57, for which let execution issue.

DONE AND ORDERED in Chambers at Pensacola, Escambia County,
Florida, this 10 day of August, 1993.

RCD Jan 28, 2000 08:10 am
Escambia County, Florida

Ernie Lee Magaha
Clerk of the Circuit Court
INSTRUMENT 00-701625

DAVID B. ACKERMAN
COUNTY JUDGE

Copies furnished to:

F. Palmer Williams, Esquire
Moore, Williams, Bryant,
Peebles & Gautier, P.A.
Post Office Box 1169
Tallahassee, FL 32302

Mr. Hong Lien Worrell
5880 Auvers Boulevard, #102
Winter Park, FL 32804

Attorneys for Plaintiff
fae\worrell.fj

Defendant

Recorded in Public Records 04/18/2007 at 10:42 AM OR Book 6127 Page 1627,
Instrument #2007036528, Ernie Lee Magaha Clerk of the Circuit Court Escambia
County, FL

Recorded in Public Records 02/01/2007 at 03:51 PM OR Book 6079 Page 1448,
Instrument #2007010386, Ernie Lee Magaha Clerk of the Circuit Court Escambia
County, FL

IN THE COUNTY COURT OF THE 1ST
JUDICIAL CIRCUIT IN AND FOR
ESCAMBIA COUNTY, FLORIDA

CASE NO.: 2005 SC 004689

HUDSON & KEYSE, LLC,
as assignee of
Wells Fargo Financial Bank,

Plaintiff,

v.

HUNG V NGUYEN, individually,

Defendant.

FINAL DEFAULT JUDGMENT

THIS CAUSE having come before this Honorable Court against Defendant for failure to attend a Pre-trial conference in this matter and the Court, having reviewed the file and being otherwise fully advised in its premises,

IT IS HEREBY ORDERED AND ADJUDGED AND DECREED as follows:

The Plaintiff, HUDSON & KEYSE, LLC, as assignee of Wells Fargo Financial Bank, whose address is PO Box 1090, Mentor, OH 44061, shall hereby recover from Defendant, HUNG V NGUYEN, whose address is 5232 Zachary Blvd., Pensacola, Florida 32526, the principal amount of \$4,351.81, pre-judgment interest in the amount of \$2,184.95, court costs of \$298.75, for a total judgment in the amount of \$6,835.51, for which let execution issue after ten days of the date of this Judgment.

Page 1 of 2

Case: 2005 SC 004689

00054422958

Dkt: CC1036 Pg# 2

BK: 6127 PG: 1628 Last Page

BK: 6079 PG: 1449 Last Page

This Judgment shall bear interest at the rate of 11% per year as allowed by law from the date of entry until satisfied.

DONE AND ORDERED in Escambia County, Florida on this 24th day of

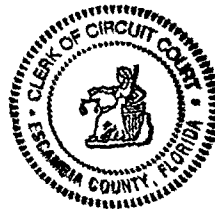
Jan, 2007.

[Signature]
COUNTY COURT JUDGE

Copies to:

Jennifer Bokankowitz, Esq.
Behar, Gutt & Glazer, P.A.
2999 N.E. 191st Street
Fifth Floor
Aventura, Florida 33180

Hung V Nguyen
5232 Zachary Blvd.
Pensacola, Florida 32526



CERTIFIED TO BE A TRUE COPY
OF THE ORIGINAL ON FILE IN THIS OFFICE
WITNESS MY HAND AND OFFICIAL SEAL
ERNIE LEE MAGAHA, CLERK
CIRCUIT COURT AND COUNTY COURT
ESCAMBIA COUNTY FLORIDA

BY Cynthia Y. [Signature] DC
DATE 4-16-2007

Recorded in Public Records 01/29/2007 at 09:47 AM OR Book 6075 Page 1825,
Instrument #2007008497, Ernie Lee Magaha Clerk of the Circuit Court Escambia
County, FL

IN THE CIRCUIT COURT OF
ESCAMBIA COUNTY, FLORIDA

STATE OF FLORIDA

CASE NO: 2003 CF 005210 A
DIVISION: E

vs

HUNG VAN NGUYEN
190 SEMINOLE TRAIL
PENSACOLA FL 32506

O/M DOB: 07/02/1976

JUDGMENT AGAINST DEFENDANT FOR ATTORNEY'S FEES AND COSTS

It is hereby ordered and adjudged that the above-named defendant shall pay to the Clerk of the Circuit Court on behalf of the State of Florida, the sum of \$ 0, which the Court has determined to be the reasonable value for the assistance of Court-appointed counsel and for taxable costs in this cause, plus an additional \$ 40.00 Application Fee to be deposited into the Indigent Criminal Defense Trust Fund, for a total of \$ 40.00.

It is further ordered and adjudged that, in accordance with Section 938.29(2)(a), Florida Statutes, a lien is hereby created against all of the property, both real and personal, of the defendant and his/her estate, in the amount aforesaid, in favor of the State of Florida and shall bear interest at the rate set out in s.55.03 Florida Statutes, for which let execution issue.

Payment toward this lien should be made to Honorable Ernie Lee Magaha, Clerk of the Circuit Court, Attn: Circuit Criminal Division, PO Box 333, Pensacola, FL 32591-0333.

Note: You have the right to have a hearing with respect to the appropriateness of the Public Defender fee imposed by the Court. If you wish to have a hearing, you must file a written request with the Court within ten days of the date hereof.

DONE AND ORDERED this 23 day of Jan., 2007.


Judge

cc: Defendant

Case: 2003 CF 005210 A



00015273404

Dkt: CF361 Pg#:

OR BK 5555 PG1069
Escambia County, Florida
INSTRUMENT 2005-320560

RCD Jan 05, 2005 04:21 pm
Escambia County, Florida

IN THE COUNTY COURT OF
ESCAMBIA COUNTY, FLORIDA

ERNIE LEE MAGAHA
Clerk of the Circuit Court
INSTRUMENT 2005-320560

STATE OF FLORIDA

CASE NO: 2003 MM 021953 A
DIVISION: I

vs

HUNG VAN NGUYEN
190 SEMINOLE TRAIL
PENSACOLA FL 32506

O/M DOB: 07/02/1976

ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FL
2005 JAN -11 P 3:32
COUNTY CRIMINAL DIVISION
FILED & RECORDED

JUDGMENT AGAINST DEFENDANT FOR ATTORNEY'S FEES AND COSTS

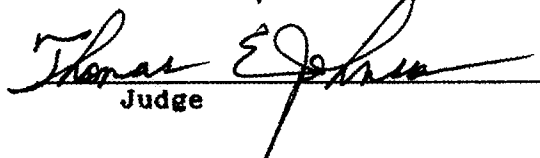
It is hereby ordered and adjudged that the above-named defendant shall pay to the Clerk of the Circuit Court on behalf of the State of Florida, the sum of \$ 60.00, which the Court has determined to be the reasonable value for the assistance of Court-appointed counsel and for taxable costs in this cause, plus an additional \$ 40.00 Application Fee to be deposited into the Indigent Criminal Defense Trust Fund, for a total of \$ 100.00.

It is further ordered and adjudged that, in accordance with Section 938.29(2)(a), Florida Statutes, a lien is hereby created against all of the property, both real and personal, of the defendant and his/her estate, in the amount aforesaid, in favor of the State of Florida and shall bear interest at the rate set out in s.55.03 Florida Statutes, for which let execution issue.

Payment toward this lien should be made to Honorable Ernie Lee Magaha, Clerk of the Circuit Court, Attn: County Criminal Division, PO Box 333, Pensacola, FL 32592-0333.

Note: You have the right to have a hearing with respect to the appropriateness of the Public Defender fee imposed by the Court. If you wish to have a hearing, you must file a written request with the Court within ten days of the date hereof.

DONE AND ORDERED this 3 day of JANUARY, 2005.


Judge

OR BK 5555 P61070
Escambia County, Florida
INSTRUMENT 2005-320561

IN THE COUNTY COURT OF
ESCAMBIA COUNTY, FLORIDA

RCD Jan 05, 2005 04:21 pm
Escambia County, Florida

ERNIE LEE MAGAHA
Clerk of the Circuit Court
INSTRUMENT 2005-320561

STATE OF FLORIDA

CASE NO: 2003 NM 028029 A
DIVISION: I

VS

HUNG VAN NGUYEN
190 SEMINOLE TRAIL
PENSACOLA FL 32506

O/M DOB: 07/02/1976

2005 JAN -4 P 3:33
COUNTY CRIMINAL DIVISION
FILED & RECORDED
ERNIE LEE MAGAHA
CLERK OF CIRCUIT COURT
ESCAMBIA COUNTY, FL

JUDGMENT AGAINST DEFENDANT FOR ATTORNEY'S FEES AND COSTS

It is hereby ordered and adjudged that the above-named defendant shall pay to the Clerk of the Circuit Court on behalf of the State of Florida, the sum of \$ 60.00, which the Court has determined to be the reasonable value for the assistance of Court-appointed counsel and for taxable costs in this cause, plus an additional \$ 40.00 Application Fee to be deposited into the Indigent Criminal Defense Trust Fund, for a total of \$ 100.00.

It is further ordered and adjudged that, in accordance with Section 938.29(2)(a), Florida Statutes, a lien is hereby created against all of the property, both real and personal, of the defendant and his/her estate, in the amount aforesaid, in favor of the State of Florida and shall bear interest at the rate set out in s.55.03 Florida Statutes, for which let execution issue.

Payment toward this lien should be made to Honorable Ernie Lee Magaha, Clerk of the Circuit Court, Attn: County Criminal Division, PO Box 333, Pensacola, FL 32592-0333.

Note: You have the right to have a hearing with respect to the appropriateness of the Public Defender fee imposed by the Court. If you wish to have a hearing, you must file a written request with the Court within ten days of the date hereof.

DONE AND ORDERED this 3 day of JANUARY, 2005.

Thomas E. Johnson
Judge

Recorded in Public Records 9/10/2024 12:31 PM OR Book 9201 Page 1275,
Instrument #2024069245, Pam Childers Clerk of the Circuit Court Escambia
County, FL

7/4/24, 12:59 PM

Landmark Web Official Records Search

DR BK 5555 PG1 174
Escambia County, Florida
INSTRUMENT 2005-320625
RCD Jan 05, 2005 04:27 pm
Escambia County, Florida

IN THE COUNTY COURT IN AND
FOR ESCAMBIA COUNTY, FLORIDA

ERNIE LEE MAGAHA
Clerk of the Circuit Court
INSTRUMENT 2005-320625

STATE OF FLORIDA,

vs.

CASE NO.: 2003 MM 021953 A
DIVISION: I

DEFENDANT: HUNG VAN NGUYEN
190 SEMINOLE TRAIL
PENSACOLA, FL 32506

DATE OF BIRTH: 07/02/1976

FINAL JUDGMENT FOR FINES, COSTS, AND ADDITIONAL CHARGES

On DECEMBER 24, 2003, an order assessing fines, costs, and additional charges was entered against Defendant requiring payment of certain sums for fines, costs, and additional charges.

Defendant having failed to make full payment,

IT IS ADJUDGED that the Escambia County Clerk of Court, 190 Governmental Center, Pensacola, Florida 32502 recover from Defendant those remaining unpaid fines, costs and additional charges in the sum of \$ 398.50, the amount of which shall bear interest at the rate prescribed by law (7%) until satisfied.

It is further ORDERED AND ADJUDGED that a lien is hereby created against all of the property, both real and personal, of the defendant.

FOR WHICH LET EXECUTION ISSUE.

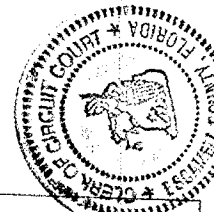
DONE AND ORDERED in open court/chambers in Pensacola, Escambia County,

Florida, this 3 day of JANUARY 2005

Thomas E. [Signature]
COUNTY JUDGE

cc: ASSISTANT STATE ATTORNEY
cc: PD PUBLIC DEFENDER

2005 JAN -U P 3 32
COUNTY CLERK'S DIVISION
FILED & RECORDED



CERTIFIED TO BE A TRUE COPY OF THE
ORIGINAL ON FILE IN THIS OFFICE
WITNESS MY HAND AND OFFICIAL SEAL
CLERK OF THE CIRCUIT COURT & COUNTY CLERK
PAM CHILDERS
BY *[Signature]* D.C.
DATE: 1/3/05

Recorded in Public Records 9/10/2024 12:31 PM OR Book 9201 Page 1276,
Instrument #2024069246, Pam Childers Clerk of the Circuit Court Escambia
County, FL

7/4/24, 12:59 PM

Landmark Web Official Records Search

88

OR BK 5555 PG 1175
Escambia County, Florida
INSTRUMENT 2005-320626

RCD Jan 05, 2005 04:27 pm
Escambia County, Florida

IN THE COUNTY COURT IN AND
FOR ESCAMBIA COUNTY, FLORIDA

ERNIE LEE MAGAWA
Clerk of the Circuit Court
INSTRUMENT 2005-320626

STATE OF FLORIDA,

vs.

CASE NO.: 2003 MM 028029 A
DIVISION: I

DEFENDANT: HUNG VAN NGUYEN
190 SEMINOLE TRAIL
PENSACOLA, FL 32506

DATE OF BIRTH: 07/02/1976

FINAL JUDGMENT FOR FINES, COSTS, AND ADDITIONAL CHARGES

On December 24, 2003, an order assessing fines, costs, and additional charges was entered against Defendant requiring payment of certain sums for fines, costs, and additional charges.

Defendant having failed to make full payment,

IT IS ADJUDGED that the Escambia County Clerk of Court, 190 Governmental Center, Pensacola, Florida 32502 recover from Defendant those remaining unpaid fines, costs and additional charges in the sum of \$ 661.00, the amount of which shall bear interest at the rate prescribed by law (7%) until satisfied.

It is further ORDERED AND ADJUDGED that a lien is hereby created against all of the property, both real and personal, of the defendant.

FOR WHICH LET EXECUTION ISSUE.

DONE AND ORDERED in open court/chambers in Pensacola, Escambia County, Florida, this 3 day of JANUARY, 2005

Thomas E. Johnson
COUNTY JUDGE

cc: ASSISTANT STATE ATTORNEY
cc: PD PUBLIC DEFENDER

COUNTY CLERK'S DIVISION
FILED & RECORDED
2005 JAN -11 P 3:35
JAN 11 2005
JAN 11 2005

CERTIFIED TO BE A TRUE COPY OF THE
ORIGINAL ON FILE IN THIS OFFICE
WITNESS MY HAND AND OFFICIAL SEAL

PAM CHILDERS
CLERK OF THE CIRCUIT COURT & COMPTROLLER
ESCAMBIA COUNTY, FLORIDA

BY: *[Signature]*
DATE: *he.01.6*

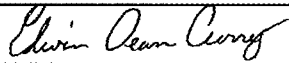


Recorded in Public Records 11/5/2024 12:31 PM OR Book 9228 Page 52,
Instrument #2024084248, Pam Childers Clerk of the Circuit Court Escambia
County, FL Recording \$10.00

Form 668 (Y)(c) (Rev. February 2004)	5829 Department of the Treasury - Internal Revenue Service Notice of Federal Tax Lien				
Area: SMALL BUSINESS/SELF EMPLOYED AREA #3 Lien Unit Phone: (800) 913-6050	Serial Number <div style="text-align: right;">503638424</div>				
As provided by section 6321, 6322, and 6323 of the Internal Revenue Code, we are giving a notice that taxes (including interest and penalties) have been assessed against the following-named taxpayer. We have made a demand for payment of this liability, but it remains unpaid. Therefore, there is a lien in favor of the United States on all property and rights to property belonging to this taxpayer for the amount of these taxes, and additional penalties, interest, and costs that may accrue.					
Name of Taxpayer MY TRAN & HUONG NGUYEN					
Residence 1161 W 9 1/2 MILE RD PENSACOLA, FL 32534-1159					
IMPORTANT RELEASE INFORMATION: For each assessment listed below, unless notice of the lien is refiled by the date given in column (e), this notice shall, on the day following such date, operate as a certificate of release as defined in IRC 6325(a).					
Kind of Tax (a)	Tax Period Ending (b)	Identifying Number (c)	Date of Assessment (d)	Last Day for Refiling (e)	Unpaid Balance of Assessment (f)
1040	12/31/2019	XXX-XX-██████	08/07/2023	09/06/2033	1534241.00
Place of Filing <div style="text-align: center;">CLERK OF CIRCUIT COURT ESCAMBIA COUNTY PENSACOLA, FL 32595</div>					Total \$ 1534241.00

This notice was prepared and signed at BALTIMORE, MD, on this,

the 18th day of October, 2024.

Signature  for R. MACHADO	Title ADVISOR (305) 982-5061
23-96-6838	

(NOTE: Certificate of officer authorized by law to take acknowledgment is not essential to the validity of Notice of Federal Tax lien
 Rev. Rul. 71-466, 1971 - 2 C.B. 409)

Part 1 - Kept By Recording Office

Form 668(Y)(c) (Rev. 2-2004)
 CAT. NO 60025X