



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 - 2022 PO BOX 71540 PHILADELPHIA, PA 19176-1540	Application date	Apr 22, 2024
Property description	MCELROY DON MCELROY MARY FRANCES 3412 RIVER GARDENS CIR PENSACOLA, FL 32514 270 AIRPORT BLVD 04-0263-000 LT 11 BLK 6 NORWOOD PB 4 P 57 OR 7670 P 1222 LESS OR 3677 P 409 RD RW FOR AIRPORT BLVD	Certificate #	2022 / 1422
		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)
# 2022/1422	06/01/2022	950.42	47.52	997.94
→Part 2: Total*				997.94

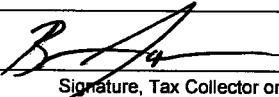
Part 3: Other Certificates Redeemed by Applicant (Other than County)

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)
# 2023/1394	06/01/2023	1,047.21	6.25	81.60	1,135.06
Part 3: Total*					1,135.06

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)	2,133.00
2. Delinquent taxes paid by the applicant	0.00
3. Current taxes paid by the applicant	1,015.93
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)	3,523.93

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

Sign here: 	Escambia, Florida
Signature, Tax Collector or Designee	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.	
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.

APPLICATION FOR TAX DEED

Section 197.502, Florida Statutes

512
R. 12/16

Application Number: 2400528

To: Tax Collector of ESCAMBIA COUNTY, Florida

I,

KEYS FUNDING LLC - 2022

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
04-0263-000	2022/1422	06-01-2022	LT 11 BLK 6 NORWOOD PB 4 P 57 OR 7670 P 1222 LESS OR 3677 P 409 RD R/W FOR AIRPORT BLVD

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 - 2022

PO BOX 71540

PHILADELPHIA, PA 19176-1540

Applicant's signature

04-22-2024
Application Date



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 Parcel ID: 351S305000110006 Account: 040263000 Owners: MCLELROY DON MCLELROY MARY FRANCES Mail: 3412 RIVER GARDENS CIR PENSACOLA, FL 32514 Situs: 270 AIRPORT BLVD 32503 Use Code: SINGLE FAMILY RESID Taxing Authority: COUNTY MSTU Tax Inquiry: Open Tax Inquiry Window Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector						Assessments <table border="1"> <thead> <tr> <th>Year</th> <th>Land</th> <th>Imprv</th> <th>Total</th> <th>Cap Val</th> </tr> </thead> <tbody> <tr> <td>2023</td> <td>\$21,000</td> <td>\$52,724</td> <td>\$73,724</td> <td>\$59,327</td> </tr> <tr> <td>2022</td> <td>\$21,000</td> <td>\$47,082</td> <td>\$68,082</td> <td>\$53,934</td> </tr> <tr> <td>2021</td> <td>\$18,000</td> <td>\$37,144</td> <td>\$55,144</td> <td>\$49,031</td> </tr> </tbody> </table> Disclaimer Tax Estimator File for Exemption(s) Online Report Storm Damage					Year	Land	Imprv	Total	Cap Val	2023	\$21,000	\$52,724	\$73,724	\$59,327	2022	\$21,000	\$47,082	\$68,082	\$53,934	2021	\$18,000	\$37,144	\$55,144	\$49,031																																											
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[Launch Interactive Map](#)

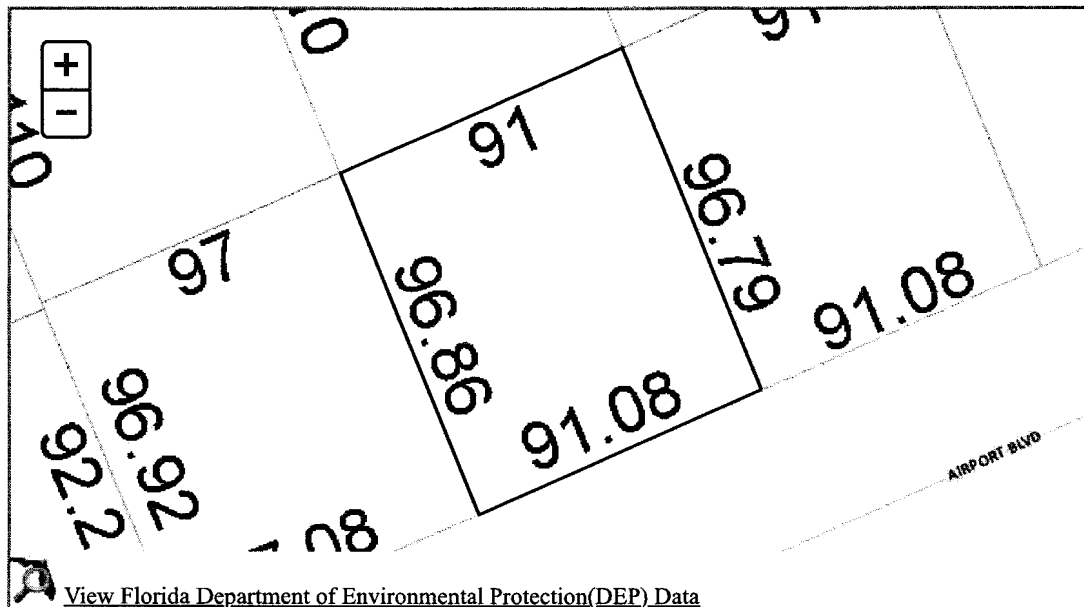
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Evacuation
& Flood
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[Open](#)
[Report](#)




Buildings

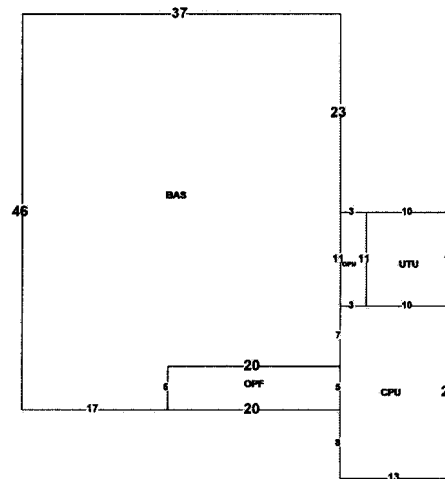
Address: 270 AIRPORT BLVD, Year Built: 1958, Effective Year: 1958, PA Building ID#: 64038

Structural Elements

DECOR/MILLWORK-BELOW AVERAGE
DWELLING UNITS-1
EXTERIOR WALL-STUCCO OV BLOCK
FLOOR COVER-CARPET
FOUNDATION-SLAB ON GRADE
HEAT/AIR-CENTRAL H/AC
INTERIOR WALL-DRYWALL-PLASTER
NO. PLUMBING FIXTURES-6
NO. STORIES-1
ROOF COVER-CORRUGATED METL
ROOF FRAMING-GABLE
STORY HEIGHT-0
STRUCTURAL FRAME-MASONRY PIL/STL

 Areas - 2105 Total SF

BASE AREA - 1602
CARPORT UNF - 260
OPEN PORCH FIN - 100
OPEN PORCH UNF - 33
UTILITY UNF - 110



Images



3/27/2023 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.

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: 040263000 Certificate Number: 001422 of 2022**

**Payor: GIANNELL TITLE LLC 3343 W COMMERCIAL BLVD SUITE 100 FORT LAUDERDALE FL
33309 Date 9/27/2024**

Clerk's Check #	1	Clerk's Total	\$538.08
Tax Collector Check #	1	Tax Collector's Total	\$4,644.49
		Postage	\$100.00
		Researcher Copies	\$0.00
		Recording	\$10.00
		Prep Fee	\$7.00
		Total Received	\$4,819.57

\$4,024.37

**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 001422

Redeemed Date 9/27/2024

Name GIANNELL TITLE LLC 3343 W COMMERCIAL BLVD SUITE 100 FORT LAUDERDALE FL 33309

Clerk's Total = TAXDEED	\$538.08 \$4,024.37
Due Tax Collector = TAXDEED	\$4,154.49
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
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FINANCIAL SUMMARY

No Information Available - See Dockets



PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

Tax Deed - Redemption Calculator

Account: 040263000 Certificate Number: 001422 of 2022

Redemption 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="9/27/2024"/>
Months	12	5
Tax Collector	<input type="text" value="\$3,523.93"/>	<input type="text" value="\$3,523.93"/>
Tax Collector Interest	\$634.31	\$264.29
Tax Collector Fee	<input type="text" value="\$6.25"/>	<input type="text" value="\$6.25"/>
Total Tax Collector	\$4,164.49	<input type="text" value="\$3,794.47"/> 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	\$34.20
Total Clerk	\$538.08	<input type="text" value="\$490.20"/> 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	\$4,819.57	\$4,301.67
	Repayment Overpayment Refund Amount	\$517.90
Book/Page	<input type="text" value="9147"/>	<input type="text" value="1944"/>



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 #: 04-0263-000 CERTIFICATE #: 2022-1422

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: K. GERARD

BY

Michael A. Campbell,
As President
Dated: December 17, 2024

PROPERTY INFORMATION REPORT
CONTINUATION PAGE

December 17, 2024

Tax Account #: **04-0263-000**

1. The Grantee(s) of the last deed(s) of record is/are: **DON MCELROY AND BLACKJACK DREAM HOMES, LLC, A FLORIDA LIMITED LIABILITY COMPANY**

By Virtue of Quit Claim Deed recorded 2/24/2017 in OR 7670/1222 and Quit Claim Deed recorded 6/7/2024 - OR 9158/157 and Warranty Deed recorded 9/30/2024 - OR 9210/1501

ABTRACTOR'S NOTE: DON MCELROY NEVER DEEDED HIS INTEREST OUT AFTER QUIT CLAIM IN OR 7670/1222 AND HIS NAME IS SPELLED INCORRECT ON THE TAX ROLL AND ON THE NOTICE OF TAX DEED.

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 OPS Loans, LLC recorded 9/30/2024 – OR 9210/1506**
 - b. **Notice of Commencement in favor of Union Capital Roofing, LLC recorded 10/21/2024 – OR 9220/1264**
 - c. **Notice of Commencement in favor of Union Capital Roofing, LLC recorded 10/24/2024 – OR 9222/1594**
 - d. **Notice of Interest in favor of C2C Homes, LLC recorded 6/27/2024 – OR 9167/382**
 - e. **Civil Restitution Lien Order in favor of Save a Penny Market and Escambia County recorded 05/14/2015 – OR 7344/1051**
 - f. **Judgment in favor of Escambia County recorded 6/8/2012 – OR 6868/876**
 - g. **Judgment in favor of Escambia County recorded 5/12/2012 – OR 7342/1964**

4. Taxes:

Taxes for the year(s) NONE are delinquent.

Tax Account #: 04-0263-000

Assessed Value: \$65,259.00

Exemptions: NONE

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

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

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

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

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

CERTIFICATION: TITLE SEARCH FOR TDA

TAX DEED SALE DATE: APR 2, 2025

TAX ACCOUNT #: 04-0263-000

CERTIFICATE #: 2022-1422

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 type="checkbox"/>	<input checked="" type="checkbox"/>	Homestead for <u>2024</u> tax year.

**DON MCLELROY AKA DON MCELROY
AND JOSEPH W MCELROY
2412 RIVER GARDENS CIR
PENSACOLA, FL 32514**

**BLACKJACK DREAM HOMES LLC
159 SWALLOWTAIL LN
PENSACOLA, FL 32503**

**DON MCLELROY AKA DON MCELROY
AND JOSEPH W MCELROY
BLACKJACK DREAM HOMES LLC
270 AIRPORT BLVD
PENSACOLA, FL 32503**

**OPS LOANS LLC
18331 PINES BLVD #216
PEMBROKE PINES, FL 33029**

**UNION CAPITAL ROOFING LLC
13538 VILLAGE PARK DR #135
ORLANDO, FL 32837**

**C2C HOMES LLC AND
ROBERT SEIDLER
1111 LINCOLN RD STE 500
MIAMI BEACH, FL 33139**

**SAVE A PENNY MARKET
1120 W CERVANTES ST
PENSACOLA, FL 32501**

**JOSEPH WAYNE
MCELROY
400 DEBORAH LN
PENSACOLA, FL 32514**

**C2C HOMES LLC AND
ROBERT SEIDLER
800 WEST AVE 829
MIAMI BEACH, FL 33139**

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 17, 2024

Tax Account #:04-0263-000

**LEGAL DESCRIPTION
EXHIBIT "A"**

**LT 11 BLK 6 NORWOOD PB 4 P 57 OR 7670 P 1222 LESS OR 3677 P 409 RD R/W FOR AIRPORT
BLVD**

SECTION 35, TOWNSHIP 1 S, RANGE 30 W

TAX ACCOUNT NUMBER 04-0263-000(0425-16)

This conveyance prepared by:
Joel M. Cohen
Attorney at Law
2172 West 9 Mile Road #154
Pensacola, FL 32534

STATE OF FLORIDA
COUNTY OF ESCAMBIA

Acct No.
Parcel ID: 071S30-1008-000-001

QUITCLAIM DEED

This indenture, executed on the date last written by and between, **JOSEPH WAYNE MCELROY** grantor, and **DON MCELROY AND MARY FRANCES MCELROY**, grantees, whose address is 3412 River Gardens Circle, Pensacola, FL 32514, is given and delivered.

WITNESSETH:

Grantor, in consideration of good and valuable consideration, hereby grants, aliens, remises, releases, conveys and confirms to the grantee, his heirs and assigns forever, the real property in Escambia County, Florida, described as follows:

Lot 11, Block 6, Norwood, a subdivision of a portion of Section 35, Township 1 South, Range 30 West, Escambia County, Florida, according to Plat recorded in Plat Book 4, at page 57 of the Public Records of said county. Less and except any portion of road right of way as described in OR Book 3677 at Page 409 of the public records of Escambia County, Florida.

Street Address: 270 Airport Boulevard, Pensacola, FL 32503.

Together with all and singular the tenements, hereditaments, and appurtenances belonging or in anyways appertaining to said real property.

To have and to hold the same to the grantee, his heirs and assigns, in fee simple forever.

No warranty respecting title is made by Grantor. Scrivener has not examined title and makes no representations in that regard. Conveyance and its form made at the direction of the parties.

This conveyance made subject to all covenants, conditions, restrictions, reservations, limitations, easements and agreements and of record, if any and taxes and assessments for the current year and thereafter. Subject also to all zoning ordinances and / or restrictions and prohibitions imposed by any governmental authority, if any..

In witness whereof, the grantor, as has set their hands and seal on the 23 day of February, 2017.

Signed, sealed and delivered
in the presence of:

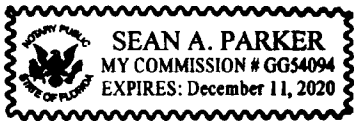
Dana K. Wil
WITNESS

Sean A. Parker
WITNESS

By: *Joseph Wayne Mcelroy*
JOSEPH WAYNE MCELROY
Grantor

STATE OF
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 23 day of
February, 2017, by **JOSEPH WAYNE MCELROY**, who provided his
Jail Identification Card, as identification.



Sean A. Parker
Notary Public

This instrument prepared by:
Name: Joseph McElroy
Address: 270 Airport Blvd
Pensacola FL 32503

Parcel ID#: 3515305000110006
Sale/Transfer
Price: \$ 1.00

Quit Claim Deed

space above reserved for recording information

This QUIT CLAIM DEED, made this 3 day of Feb, 2024, by
Mary Frances McElroy
whose address is 3412 River Gardens Pensacola, FL
hereinafter called the Grantor(s), to Joseph W McElroy
whose address is 3412 River Gardens Pensacola, FL
hereinafter called the Grantee(s): 32514

(Where ever used herein the terms "Grantor" and "Grantee" include all parties to this instrument and the heirs, legal representatives and assignees of individuals, and the successors and assignees of corporations)

WITNESSETH: That the Grantor, for and in consideration of \$ One Dollar + 00/100, and
other good and valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged,
does hereby remise, release and quitclaim unto the Grantee forever, all the right, title, interest and claim
which the Grantor has in and to the following described parcel of land, and improvements and
appurtenances thereto, in, Escambia County, Florida, to wit:

(Legal Description of Property)

(If the description exceeds the maximum characters allowed in this field, please attach as an exhibit.)

LOT 11, block 6, Norwood, A
Subdivision of a portion of
section ~~00~~ 35 Township 1
South, Range 30 West,
Escambia County, FL

To have and to hold the same, together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, and claim whatsoever of the said Grantor, either in law or equity, to the only proper use, benefit, and behoof of the said Grantee.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Melissa Whisenant
Witness 1 Signature as to First Grantor

Mary Frances McElroy
Signature of Grantor

Melissa Whisenant
Witness 1 Printed Name

Mary Frances McElroy
Printed Name of Grantor

Charolett Money-Smith
Witness 2 Signature as to First Grantor

3412 Rivergard Pkwy Pensacola, FL 32514
Post Office Address

Charolett Money-Smith
Witness 2 Printed Name

2010 eventer rd Milton, FL 32583
Post Office Address

Witness 1 Signature as to Second Grantor

Signature of Grantor

Witness 1 Printed Name

Printed Name of Grantor

Witness 2 Signature as to Second Grantor

Post Office Address

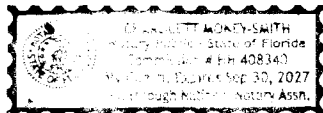
Witness 2 Printed Name

STATE OF Florida

COUNTY OF Escambia

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 3 day of Feb, 2021, by: _____, who is personally known to me or has produced FL D.L. as identification.

Notary Seal



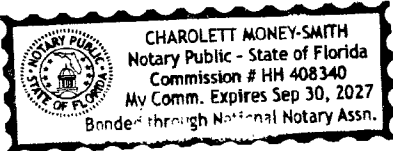
Charolett Money-Smith
Notary Signature

Charolett Money-Smith
Notary Printed Name

Commission Number: HH 408340

Commission Expiration: 9-30-2027

eSign



Prepared by and return to:

AnnMarie Stoutamire
Giannell Title, LLC
3343 West Commercial Boulevard
Suite 100
Fort Lauderdale, FL 33309
(954) 449-6896
File No 24-1692

Parcel Identification No
Property 1:
35-1S-30-5000-110-006

[Space Above This Line For Recording Data]

WARRANTY DEED

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

This indenture made the **26th day of September, 2024** between **Joseph W. McElroy, a single man**, whose post office address is **3412 River Gardens Circle, Pensacola, FL 32514**, of the County of Escambia, State of Florida, Grantor, to **Blackjack Dream Homes, LLC, a Florida Limited Liability Company**, whose post office address is **159 Swallowtail Lane, Pensacola, FL 32503**, of the County of Escambia, State of Florida, Grantee:

Witnesseth, that said Grantor, for and in consideration of the sum of TEN DOLLARS (U.S.\$10.00) and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in Escambia, Florida, to-wit:

Lot 11, Block 6, Norwood, subdivision of a portion of Section 35, Township 1 South, Range 30 West, Escambia County, Florida, according to the Plat thereof, recorded in Plat Book 4, Page(s) 57, of the Public Records of said County. Less and except any portion of road right of way as described in Official Records Book 3677 at Page 409, of the Public Records of Escambia County, Florida.

Property Address: **270 Airport Boulevard, Pensacola, FL 32503**

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

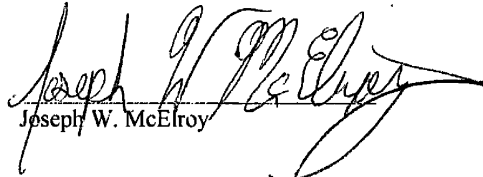
Subject to taxes for 2024 and subsequent years, not yet due and payable; covenants, restrictions, easements, reservations and limitations of record, if any.


TO HAVE AND TO HOLD the same in fee simple forever.

And Grantor hereby covenants with the Grantee that the Grantor is lawfully seized of said land in fee simple, that Grantor has good right and lawful authority to sell and convey said land and that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever.

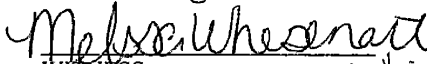
In Witness Whereof, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:


Joseph W. McElroy


WITNESS
PRINT NAME: Courtelle Farmer

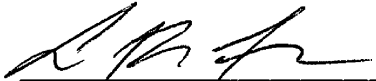
4974 Prieta Dr
Pensacola, FL 32506
WITNESS 1 ADDRESS

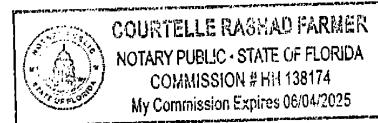

WITNESS
PRINT NAME: Melissa Whisenant

3412 Rivergardens Cir
Pensacola, FL 32514
WITNESS 2 ADDRESS

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me by means of (X) physical presence or () online notarization this 25 day of September, 2024, by Joseph W. McElroy.


Signature of Notary Public
Print, Type/Stamp Name of Notary



Personally Known: _____ OR Produced Identification: X

Type of Identification

Produced: Driver license

Residential Sales Abutting Roadway Maintenance Disclosure

ATTENTION: Pursuant to Escambia County Code of Ordinances Chapter 1-29.2, Article V, sellers of residential lots are required to disclose to buyers whether abutting roadways will be maintained by Escambia County, and if not, what person or entity will be responsible for maintenance. The disclosure must additionally provide that Escambia County does not accept roads for maintenance that have not been built or improved to meet county standards. Escambia County Code of Ordinances Chapter 1-29-2, Article V requires this disclosure be attached along with other attachments to the deed or other method of conveyance required to be made part of the public records of Escambia County, Florida.

NOTE: Acceptance for filing of County Employees of this disclosure shall in no way be construed as an acknowledgment by the County of the veracity of any disclosure statement.

NAME OF ROADWAY: Airport Boulevard

LEGAL ADDRESS OF PROPERTY: 270 Airport Boulevard, Pensacola, FL 32503

The County (X) has accepted () has not accepted the abutting roadway for maintenance.

This form completed by:

Giannell Title, LLC

3343 West Commercial Boulevard


Suite 100

Fort Lauderdale, FL 33309

As to Seller:


Witness Name: Courtelle Farmer

As to Buyer:


Witness Name: Mary Kathleen Presley

THIS FORM APPROVED BY THE
ESCAMBIA COUNTY BOARD
OF COUNTY COMMISSIONERS
Effective 4/15/95

THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:
RANDY BOWNESS
OPS Loans, LLC
18331 Pines Blvd #216
Pembroke Pines, FL 33029

MORTGAGE AND SECURITY AGREEMENT

THIS MORTGAGE is made as of **September 26, 2024**, between **Blackjack Dream Homes, LLC, a Florida Limited Liability Company** whose address is **159 Swallowtail Ln, Pensacola, FL** herein referred to as "Mortgagor" and **OPS Loans, LLC**, herein referred to as the "Mortgagee", its successors and/or assigns as their interests may appear, whose address is **18331 Pines Blvd #216, Pembroke Pines, FL 33029**. The terms Mortgagor and Mortgagee shall denote the singular and/or plural wherever the context so requires or admits.

WHEREAS, Mortgagor is justly indebted to Mortgagee, having executed and delivered to Mortgagee that certain Promissory Note ("Note") bearing even date herewith, wherein Mortgagor promises to pay to Mortgagee the principal sum of **One Hundred Seventy Nine Thousand Seven Hundred Dollars and Zero Cents (U.S. \$179,700.00)**, in lawful money of the United States of America, with interest thereon at the rate and times, in the manner and according to the terms and conditions specified in the Note, all of which are incorporated herein by reference.

WITNESSETH:

That for good and valuable considerations, and also in consideration of the aggregate sum named in the Note hereinafter described, the Mortgagor does hereby grant, bargain, sell, alien, remise, release, convey, confirm and mortgage unto the Mortgagee all that certain piece of property and tract of land of which the said Mortgagor is now seized and possessed and in actual possession, situate in the County of **Escambia** and State of Florida, described as follows:

SEE EXHIBIT "A"
ATTACHED HERETO AND MADE A PART HEREOF

TOGETHER with all structures and improvements now and hereafter erected on the property and the fixtures now or hereafter attached thereto, and all rents, issued, proceeds, and profits accruing and to accrue from said property, including replacements and additions thereto; and all easements, rights, appurtenances, rents, royalties, mineral, oil, and gas rights and profits, water, water rights, and water stock; also all gas, steam, electric, water and other heating, cooking, refrigerating, lighting, plumbing, ventilating, irrigating, and power systems, machines, appliances, fixtures, and appurtenances, which now or may hereafter pertain to or be used with, in or on said property, even though they may be detached or detachable (the above described land together with all structures and improvements located thereon and all fixtures attached thereto, as well as all of the above described tangible and intangible personal property and rights are sometimes hereinafter referred to as the "Mortgaged Property"); all of the foregoing shall be deemed to be and remain a part of the property covered by this Mortgage;

TO SECURE to Mortgagee (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Mortgagor herein contained and contained in each of the Loan Documents, and (b) the repayment of any future advances, with interest thereon, made to Mortgagor by Mortgagee pursuant to Paragraph 19 hereof ("Future Advances").

TO HAVE AND TO HOLD the same, together with the tenements, hereditaments and appurtenances, unto the Mortgagee, in fee simple.

IT IS AGREED that if any of the Mortgaged Property is of a nature so that a security interest therein can be perfected under the Uniform Commercial Code, this instrument shall constitute a Security Agreement and Mortgagor agrees to join with the Mortgagee in the execution of any financing statements and to execute any other instruments that may be required for the perfection or renewal of such security interest under the Uniform Commercial Code.

PROVIDED, ALWAYS, that if the Mortgagor shall pay unto the Mortgagee the sums of money set forth in the Note in accordance with the terms thereof, and shall perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants thereof, and of this Mortgage, then Mortgagee shall cause this Mortgage to be satisfied.

Mortgagor covenants that Mortgagor is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant, and convey the Mortgaged Property, that the Mortgaged Property is unencumbered and that Mortgagor will warrant and defend generally the title to the Mortgaged Property against all claims and demands, subject to any declarations, easements, or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Mortgagee's interest in the Mortgaged Property.

1. **PAYMENT OF PRINCIPAL AND INTEREST.** Mortgagor shall promptly pay when due the principal of and interest on the indebtedness evidenced by the note, late charges as provided in the note and the principal of and interest on any future advances secured by this mortgage.
2. **INSURANCE.**
 - a) Mortgagor shall keep the Mortgaged Property continuously insured, to the extent of its full insurable replacement value, against loss or damage (including rent loss) by fire, with extended coverage and coverage against loss or damage by vandalism, malicious mischief, sprinkler leakage, lightening, hail, explosion, riot, riot attending a strike, civil commotion, aircraft, smoke, and, if available, against flood and against other hazards as Mortgagee may require from time to time. If applicable, Mortgagor shall also maintain comprehensive general public liability and property damage insurance with contractual liability endorsement and workmen's compensation insurance, and in such total amounts as Mortgagee may require from time to time.
 - b) During the course of any construction or repair to the Mortgaged Property, if any, Mortgagor shall acquire and maintain builders completed value risk insurance against all risks of physical loss, including collapse and transit coverage, during construction of such improvements, with deductibles not to exceed \$5,000.00 in non-reporting form, covering the total value of work performed and equipment, supplies and materials

furnished. Such policy of insurance should contain the "permission to occupy upon completion of work or occupancy" endorsement.

- c) All policies, including policies for any amounts carried in excess of the required minimum and policies not specifically required by Mortgagee, shall be in form satisfactory to Mortgagee, shall be issued by companies satisfactory to Mortgagee, shall be maintained in full force and effect, shall be assigned and delivered to Mortgagee, with premiums prepaid, as collateral security for payment of the indebtedness secured hereby, shall be endorsed with a standard Mortgagee clause in favor of Mortgagee, not subject to contribution, and shall provide for at least thirty (30) days' notice of cancellation to Mortgagee.
- d) If the insurance, or any part thereof, shall expire, or be canceled, or become void or voidable by reason of Mortgagor's breach of any condition thereof, or if Mortgagee determines that such coverage is unsatisfactory by reason of the failure or impairment of the capital of any company in which the insurance may then be carried, or if for any reasons whatever the insurance shall be unsatisfactory to Mortgagee, Mortgagor shall place new insurance on the Mortgaged Property satisfactory to Mortgagee. All renewal policies, with premiums paid, shall be delivered to Mortgagee at least thirty (30) days before expiration of the old policies.
- e) In the event of loss, Mortgagor will continue to promptly and completely perform all of its obligations arising under the Note and this Mortgage (including the payment of monies under the Note) and Mortgagor will give immediate notice thereof to Mortgagee, and Mortgagee may make proof of loss if not made promptly by Mortgagor, provided however, that any adjustment of a proof of loss shall require the prior written consent of Mortgagee. Each insurance company concerned is hereby authorized and directed to make payment under such insurance, including return of unearned premiums, directly to Mortgagee instead of to Mortgagor and Mortgagee jointly, and Mortgagor appoints Mortgagee, irrevocably, as Mortgagor's attorney-in-fact to endorse any draft therefore. Mortgagee shall have the right to retain and apply the proceeds of any such insurance, at its election, to reduction of the indebtedness secured hereby after payment of all of Mortgagee's fees, costs, and expenses incurred in connection with the recovery of such insurance proceeds (including without limitation the fees and expenses of its counsel), or Mortgagee may at its sole discretion, apply all or any portion of the proceeds of any such insurance in or to restoration or repair of the property damaged after payment of the aforescribed fees, costs, and expenses of Mortgagee, upon such terms as Mortgagee may specify. If Mortgagee elects to use any insurance proceeds to reduce the indebtedness as aforesaid, Mortgagee may apply such proceeds in the order and in the amounts that Mortgagee, in its sole discretion, may elect, to the payment of principal (whether or not then due and payable) or interest on any sums secured by this Mortgage. Mortgagee's application of insurance proceeds to reduction of the indebtedness secured by this Mortgage shall not excuse or modify Mortgagor's obligation to continue to pay the installments of interest and/or principal required under the Note unless the amount of such insurance proceeds received by Mortgagee is sufficient to repay in full all interest, principal, and all other sums required to be paid to Mortgagee under the Note or this Mortgage. Such policies of insurance and all renewals thereof are hereby unconditionally assigned to Mortgagee as additional security for payment of the indebtedness hereby secured and Mortgagor hereby agrees that after default hereunder any values available thereunder upon cancellation or termination of

any of said policies or renewals, whether in the form of return of premiums or otherwise, shall be payable to Mortgagee as assignee thereon. If Mortgagee becomes the owner of the Mortgaged Property or any part thereof by foreclosure or otherwise, such policies,

including all right, title, and interest of Mortgagor thereunder, shall become the absolute property of Mortgagee.

3. **TAXES AND OTHER CHARGES.** Mortgagor shall pay at least thirty (30) days before they are delinquent and before interest or penalties are due thereon, without any deduction or abatement, all taxes, assessments, water and sewer rents, levies, encumbrances and all other charges or claims of every nature and kind which may be assessed, levied, imposed, suffered, placed or filed at any time against mortgagor, the mortgaged property, or any part thereof or against the interest of mortgagee therein, or which by any present or future law may have priority over the indebtedness secured hereby either in lien or in distribution out of the proceeds of any judicial sale; and mortgagor shall produce to mortgagee, not later than such dates, official receipts for the payment thereof.
4. **NO ESCROW FOR TAXES AND INSURANCE.** Unless otherwise provided in a separate agreement, Mortgagor will not be required to pay to Mortgagee funds for taxes and insurance in escrow.
5. **APPLICATION OF PAYMENTS.** All payments received by mortgagee under the note and paragraph 1 hereof shall be applied by mortgagee as follows: (i) first to any amounts due mortgagee other than principal and interest (such as administrative charges or attorneys' fees); (ii) second to interest on any sums secured by this mortgage; and (iii) third to the outstanding principal due under the note if additional payment is 50% or greater of loan amount.
6. **PRESERVATION AND MAINTENANCE OF PROPERTY; LEASEHOLDS; CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS.** Except as permitted by mortgagee, mortgagor shall keep the mortgaged property in good repair and shall not commit waste or permit impairment or deterioration of the mortgaged property, including but not limited to alteration or demolition of the mortgaged property, and shall comply with the provisions of any lease if this mortgage is on a leasehold. Furthermore, abandonment of the mortgaged property by the subject mortgagor shall constitute a default under the note and mortgage. If this mortgage is on one or more units in a condominium and/or property within a planned unit development, mortgagor shall perform all of mortgagor's obligations under the declaration of covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by mortgagor and recorded together with this mortgage, the covenants, and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this mortgage as if the rider were a part hereof.
7. **PROTECTION OF MORTGAGEE'S SECURITY.**
 - a) If Mortgagor fails to perform the covenants and agreements contained in this Mortgage (including without limitation the failure to adequately insure the Mortgaged Property as described in Paragraph 2 hereof), or if any action or proceeding is commenced which materially affects Mortgagee's interest in the Mortgaged Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements, or

proceedings involving a bankrupt or decedent, then Mortgagee at Mortgagee's option, upon notice to Mortgagor, may make such appearances, disburse such sums and take such action as is necessary to protect Mortgagee's interest (including without limitation, the force placing of insurance on all or any portion of the Mortgaged Property, disbursement of reasonable attorney's fees and entry upon the Mortgaged Property to make repairs). If Mortgagee requires mortgage insurance as a condition of making the loan secured by this Mortgage or during the term of the loan secured by this Mortgage, such mortgage insurance shall be procured by Mortgagee and Mortgagor shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with the Mortgagor's and Mortgagee's written agreement or applicable law.

- b) Any amounts disbursed by Mortgagee pursuant to this Paragraph 7, with interest thereon, shall become additional indebtedness of Mortgagor secured by this Mortgage. Unless Mortgagor and Mortgagee agree to other terms of payment, such amounts shall be payable upon notice from Mortgagee to Mortgagor requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the lesser of eighteen percent (18%) per annum or the highest rate permitted by applicable law. Nothing contained in this Paragraph 7 shall require Mortgagee to incur any expense or take any action hereunder.
- 8. **INSPECTION.** Mortgagee may make or cause to be made reasonable entries upon and inspections of the mortgaged property, provided that mortgagee shall give mortgagor notice prior to any such inspection specifying reasonable cause therefore related to mortgagee's interest in the mortgaged property.
- 9. **CONDEMNATION.**
 - a) In the event of any condemnation or taking of all or any part of the Mortgaged Property by eminent domain, alteration of the grade of any street, or other injury to or decrease in the value of the Mortgaged Property by any public or quasi-public authority or limited liability company, Mortgagor shall continue to promptly and completely perform all of its obligations arising under the Note and this Mortgage (including the payment of money under the Note) and all proceeds (that is, the award or agreed compensation for the damages sustained) allocable to Mortgagor, after deducting therefrom all costs and expenses of Mortgagee (regardless of the particular nature thereof and whether incurred with or without suit) including attorney's fees incurred by Mortgagee in connection with the collection of such proceeds, shall be applicable first to payment of the indebtedness secured hereby. No settlement for the damages sustained shall be made by Mortgagor without Mortgagee's prior written approval. Receipt by Mortgagee of any proceeds less than the full amount of the then outstanding debt shall not alter or modify Mortgagor's obligation to continue to pay without reduction the installments of principal, interest and other charges specified in the Note and herein. All the proceeds shall be paid directly to Mortgagee and shall be applied in the order and in the amounts that Mortgagee, in Mortgagee's sole discretion, may elect, to the payment of costs, expenses, principal (whether or not then due and payable), interest or any sums secured by this Mortgage or toward payment, after the aforesaid deductions for Mortgagee's costs and expenses, to Mortgagor, on such terms as Mortgagee may specify, to be used for the sole purpose of altering, restoring, or rebuilding any part of the Mortgaged Property which may have

been altered, damaged, or destroyed as a result of the taking, alteration of grade, or other injury to the Mortgaged Property.

- b) Mortgagee shall have the right to prosecute to final determination or settlement an appeal or other appropriate proceedings in the name of Mortgagee or Mortgagor for which

Mortgagee is hereby appointed irrevocably as attorney-in-fact for Mortgagor, which appointment, being for security, is irrevocable. In that event, the expenses of the proceedings, including reasonable counsel fees, shall be paid first out of the proceeds, and only the excess, if any, paid to Mortgagee, shall be credited against the amounts due under this Mortgage.

- c) Nothing herein shall limit the rights otherwise available to Mortgagee, at law or in equity, including the right to intervene as a party to any condemnation proceeding.

10. **FORBEARANCE BY MORTGAGEE NOT A WAIVER.** Any forbearance by mortgagee in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by mortgagee shall not be a waiver of mortgagee's right to accelerate the maturity of the indebtedness secured by this mortgage.
11. **REMEDIES CUMULATIVE.** All remedies provided in this mortgage are distinct and cumulative to any other right or remedy under this mortgage or afforded by law or equity, and may be exercised concurrently, independently, or successively.
12. **SUCCESSORS AND ASSIGNS BOUND; JOINT AND SEVERAL LIABILITY; CAPTIONS.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to the respective successors and assigns of mortgagee and mortgagor, subject to the provisions of paragraph 15 hereof. All covenants and agreements of mortgagor shall be joint and several. The captions and headings of the paragraphs of this mortgage are for convenience only and are not be used to interpret or define the provisions hereof.
13. **NOTICE.** All communications required hereunder shall be in writing and shall be sent by either hand delivery, special delivery service (e.g. Federal express) or certified mail, postage prepaid, return receipt requested. Notice shall be conclusively presumed to have been given three (3) business days after notice is sent by certified mail, the next business day after notice is sent by special delivery service, or upon receipt if sent by hand delivery. For purposes hereof, the address of the parties hereto (until notice of a change thereof is served as provided in this section) shall be as follows:

MORTGAGEE: **OPS Loans, LLC**
 18331 Pines Blvd #216
 Pembroke Pines, FL 33029

MORTGAGOR: **Blackjack Dream Homes, LLC, a Florida Limited Liability Company**
 159 Swallowtail Ln
 Pensacola, FL

14. GOVERNING LAW; SEVERABILITY.

This Mortgage shall be governed by the law of the State of Florida. In the event that any

provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable.

15. NO TRANSFER.

- a) If all or any part of the Mortgaged Property, including an equitable interest therein, is sold, assigned or transferred by Mortgagor without Mortgagee's prior written consent (which consent may be granted or withheld in Mortgagee's sole discretion), Mortgagee shall declare all the sums secured by this Mortgage to be immediately due and payable.
- b) Notwithstanding any other provision of this Mortgage, if Mortgagor shall encumber or pledge all or part of the Mortgaged Property without Mortgagee's prior written consent (which consent may be granted or withheld in Mortgagee's sole discretion), or if a lien or encumbrance is recorded against or otherwise affects the Mortgaged Property (other than the lien of this Mortgage), whether voluntary, involuntary or by operation of law, Mortgagor shall be in default hereunder and Mortgagee may, at its option, declare all the sums secured by this Mortgage to be immediately due and payable.
- c) Notwithstanding any other provision of this Mortgage, if Mortgagor is an entity, if any interest in Mortgagor (or any entity that owns or controls Mortgagor) is issued, sold, transferred, assigned, conveyed, mortgaged, pledged or otherwise disposed of, whether voluntarily or by operation of law, and whether with or without consideration, or any agreement for any of the foregoing is entered into, executed or delivered, Mortgagee may, at its option, declare all the sums secured by this Mortgage to be immediately due and payable.

16. EVENTS OF DEFAULT. The following shall constitute events of default ("event of default") hereunder:

- a) Failure of Mortgagor to pay any installment of principal or interest, or any other sum due under the Note, this Mortgage or the Loan Documents within five (5) days after such installment is due under the Note, this Mortgage or the Loan Documents.
- b) Mortgagor's nonperformance of or noncompliance with any of the agreements, conditions, covenants, provisions, or stipulations contained in the Note or in this Mortgage, or in any Loan Documents.
- c) Any assignment for the benefit of creditors made by Mortgagor.
- d) Appointment of a receiver, liquidator, or trustee of Mortgagor or of any of the property of Mortgagor, insolvency of Mortgagor or the filing by or against Mortgagor of any petition or the bankruptcy, reorganization or arrangement of Mortgagor pursuant to the Federal Bankruptcy Code or any similar federal or state statute, the institution of any proceeding for the dissolution or liquidation of Mortgagor or if Mortgagor admits in writing the inability to pay its debts as they mature, provided, however, that the filing of an involuntary bankruptcy petition against Mortgagor shall not constitute an Event of Default if such petition (and the resulting proceeding) is dismissed within thirty (30) days after the date same was filed.

- e) Upon the death or mental or physical incapacity of any Mortgagor who is a natural person, or the dissolution or merger or consolidation or termination of the existence of any Mortgagor that is a business entity (or if any person controlling such Mortgagor shall take any action authorizing or leading to the same).
- f) If any of the events set forth in Subparagraphs (c), (d) or (e) of this Paragraph 16 shall have happened to any general partner or joint venturer of Mortgagor if Mortgagor is a partnership or joint venture or to any guarantor of the Note, if any, or if any such guarantor shall default under its guaranty.
- g) A default by Mortgagor under any note, mortgage, guaranty or any other instrument of indebtedness or any agreement now or hereafter executed by Mortgagor in favor of Mortgagee or any affiliate of Mortgagee.
- h) A writ of execution or attachment or any similar process shall be issued or levied against all or any part of an interest in the Mortgaged Property, or any judgment shall be entered against Mortgagor or which shall become a lien on the Mortgaged Property or any portion thereof or any interest therein, provided, however, that the issuing or levying of a writ of execution or attachment or any similar process against Mortgagor shall not constitute an Event of Default if such writ of execution or attachment or similar process (and the resulting proceeding) is dismissed within thirty (30) days after the date same was filed.
- i) If any representation, warranty, statement, certificate, schedule or report delivered or communicated to Mortgagee by or on behalf of Mortgagor in connection with the loan evidenced by the Note or with respect to the Mortgaged Property, is false or misleading in any material respect as of the date made.

17. REMEDIES.

- a) Upon the happening of any Event of Default, the entire unpaid balance of the principal, the accrued interest and all other sums secured by this Mortgage shall become immediately due and payable, at the option of Mortgagee, without notice or demand.
- b) When the entire indebtedness shall become due and payable, either because of maturity or because of the occurrence of any Event of Default, or otherwise, then forthwith Mortgagee shall be entitled to all remedies allowed at law and in equity, including, without limitation:
 - i. Foreclosure. Mortgagee may institute an action to foreclose this Mortgage, or take such other action at law or in equity for the enforcement of this Mortgage and the security interest, liens, and encumbrances herein created as to the Mortgaged Property and realization on the mortgage security or any other security herein or elsewhere provided for, as the balance of the principal debt, with interest at the rate stipulated in the Note to the date of default, law may allow, and may proceed therein to final judgment and execution for the entire unpaid and thereafter at a "Default Rate" which shall be the lesser of eighteen percent (18%) per annum or the highest rate permitted by applicable law, together with all other sums due by Mortgagor in accordance with the provisions of the Note and this Mortgage, and all sums which may have been advanced by Mortgagee for taxes, water or sewer rents,

charges or claims, payments on prior liens, insurance or repairs to the Mortgaged Property, and all costs of suit at trial and appellate levels.

- ii. Judicial Remedies. Mortgagee may proceed by suit or suits, at law or in equity, to enforce the payment of the indebtedness and the performance and discharge of the obligations in accordance with the terms hereof, of the Note, and the other Loan Documents, to foreclose the liens and security interests of this Mortgage as against all or any part of the Mortgaged Property, and to have all or any part of the Mortgaged Property sold under the judgment or decree of a court of competent jurisdiction. This remedy shall be cumulative of any other non-judicial remedies available to the Mortgagee with respect to the Loan Documents. Proceeding with a request or receiving a judgment for legal or equitable relief shall not be or be deemed to be an election of remedies or bar any available non-judicial remedy of the Mortgagee.
 - iii. Possession. Mortgagee may enter into possession of the Mortgaged Property, with legal action, or without legal action if Mortgagor has abandoned the Mortgaged Property and may take and perform any actions or acts which Mortgagor might take or perform if Mortgagor continued in possession of the Mortgaged Property; collect therefrom all rentals (which term shall also include sums payable for use and occupation) and, after deducting all costs of collection and administration expenses, apply the net rentals to any or all of the following in such order and amounts as Mortgagee, in Mortgagee's sole discretion, may elect: the payment of taxes, water and sewer rents, charges and claims, insurance premiums, and all other carrying charges, and to the maintenance, repair, or restoration of the Mortgaged Property, and on account and in reduction of the principal or interest, or both, hereby secured; in and for that purpose Mortgagor hereby collaterally assigns to Mortgagee all rentals due and to become due under any lease or leases or rights to use and occupation of the Mortgaged Property hereafter created, as well as all rights and remedies provided in such lease or leases or at law or in equity for the collection of the rentals. Mortgagee shall be entitled to the appointment of a receiver of all the rents, issues and profits, as a matter of strict right, regardless of the value of the Mortgaged Property and the solvency or insolvency of Mortgagor and other persons liable to pay such indebtedness.
 - iv. Uniform Commercial Code. Mortgagee may pursue any and all remedies available under the Uniform Commercial Code, Chapter 679, Florida Statutes; it being hereby agreed that fifteen (15) days' notice as to time and place of any sale shall be reasonable.
 - v. Remedies Cumulative. All rights, remedies, and recourses of Mortgagee granted in the Note, this Mortgage, the other Loan Documents, or otherwise available at law or equity shall be cumulative.
- c) Mortgagee shall have the right, from time to time, to bring an appropriate action to recover any sums required to be paid by Mortgagor under the terms of this Mortgage, as

they become due, without regard to whether or not the principal indebtedness or any other sum secured by the Note and this Mortgage shall be due, and without prejudice to

the right of Mortgagee thereafter to bring an action of mortgage foreclosure, or any other action, for any default by Mortgagor existing at the time the earlier action was commenced.

- d) Any real estate sold pursuant to this Mortgage or pursuant to any judicial proceedings under this Mortgage or the Note may be sold in one parcel, as an entirety, or in such parcels and in such manner or order as Mortgagee, in its sole discretion, may elect.
 - e) Upon, or at any time after the filing of an action to foreclose this Mortgage, the court in which such action is filed may, at the request of Mortgagee, appoint a receiver of the Mortgaged Property and Mortgagor irrevocably consents to such appointment. Such appointment may be made either before or after sale without regard to the solvency or insolvency of Mortgagor, or any other person liable for the payment of such indebtedness, at the time of application for such receiver and without regard to either the then value of the Mortgaged Property, the adequacy or inadequacy of any remedy available at law, or whether the Mortgaged Property shall be then occupied as a homestead or not, and Mortgagee hereunder or any agent of Mortgagee may be appointed as such receiver. Such receiver shall have the power to perform all of the acts permitted Mortgagee pursuant to Subparagraph 17(b)(ii) hereof and such other powers which may be necessary or are customary in such cases for the protection, possession, control, management, and operation of the Mortgaged Property during such period.
18. **ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER.** As additional security hereunder, and as permitted under section 697.07, Florida statutes, mortgagor hereby assigns to mortgagee the rents of the mortgaged property. All rents collected by mortgagee shall be applied first to payment of the costs of management of the mortgaged property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this mortgage. The mortgagee shall be liable to account only for those rents actually received.
19. **FUTURE ADVANCES.** This mortgage shall secure such future advances as may be made by mortgagee, at its sole and absolute discretion and for any purpose, within twenty (20) years from the date of this mortgage. All such future advances shall be secured to the same extent as if made on the date of the execution of this mortgage, and shall take priority as to third persons without actual notice from the time this mortgage is filed for record as provided by law. The total amount of indebtedness secured by this mortgage may decrease or increase from time to time, but the total unpaid balance so secured at any one time shall not exceed two (2) times the principal sum secured herein, plus interest and any disbursements made for the payment of taxes, levies or insurance on the mortgaged property, with interest on those disbursements. Nothing herein shall require mortgagee to make any such future advance.
20. **RELEASE.** Upon payment of all sums secured by this Mortgage, Mortgagee shall satisfy this Mortgage without charge to Mortgagor. Mortgagor shall pay all costs of recordation, of such satisfaction.
21. **ATTORNEY'S FEES.** If mortgagee becomes a party to any suit or mortgage proceeding

(including, without limitation, appellate and bankruptcy proceedings) affecting the mortgaged property or title thereto, the lien created by this mortgage or mortgagee's interest therein, or if mortgagee has engaged counsel to prepare or review the note, or if after the closing of the loan secured by this mortgage, mortgagee engages counsel for any reason concerning the note, this mortgage, the mortgaged property, or any other documents securing the note (other than mortgagee's sale of the loan), or if mortgagee engages counsel to collect any of the indebtedness herein secured or to enforce performance of the agreements, conditions, covenants, provisions or stipulations of this mortgage, the note or other security documents, mortgagee's costs, expenses and reasonable counsel fees, whether or not suit is instituted, shall be paid to mortgagee by mortgagor, on demand, with interest at the then effective rate set forth in the note, and until paid they shall be deemed to be part of the indebtedness evidenced by the note and secured by this mortgage. As used in this mortgage and in the note, "attorney's fees" shall include all attorney's fees and disbursements incurred by mortgagee in any collection or enforcement action and in any related appellate proceeding or post-judgment action.

22. HAZARDOUS WASTE.

- a) "Hazardous Materials" shall mean any flammable explosives, radioactive materials, hazardous wastes, toxic substances or related materials and shall also mean, but shall not be limited to, substances defined as "hazardous substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1975, 49 U.S.C. Sections 1801-1812; the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Sections 6901-6987; and those substances defined as "hazardous substances" in the Florida Hazardous Substances Law, Sections 501.0651 - 501.121, Florida Statutes.
- b) "Hazardous Materials Claims" shall mean:
 - i. Any and all enforcement, cleanup, remedial removal or other governmental or regulatory actions instituted, completed or threatened pursuant to Hazardous Materials Laws;
 - ii. all claims made or threatened by any third party against the Mortgagor or the Mortgaged Property relating to damage, contributions, cost recovery compensation, loss, or injury resulting from any Hazardous Materials.
- c) "Hazardous Materials Laws" shall mean any Federal, and as applicable, State, or local laws, ordinances, or regulations relating to Hazardous Materials.
- d) Mortgagor covenants to keep and maintain the Mortgaged Property in compliance with (and shall not cause or permit the Mortgaged Property to be in violation of) any Federal, and as applicable, State or local laws, ordinances, or regulations relating to industrial hygiene or to environmental conditions on, under, or about the Mortgaged Property, including, but not limited to, soil and underground conditions. Mortgagor shall not use, generate, manufacture, store, or dispose of Hazardous Materials on the Mortgaged Property.
- e) Mortgagor covenants to notify Mortgagee in writing, of the nature of any Hazardous Materials claims immediately upon their occurrence.
- f) Mortgagor covenants to indemnify, and defend Mortgagee, its directors, officers, employees, and agents from and against any and all claims, damages, and liabilities arising in connection with the presence, use, storage, disposal, or transport of any Hazardous

Materials on, under, from, or about the Mortgaged Property including, without limitation,

- i. all foreseeable and all unforeseeable consequential damages directly or indirectly arising out of the use, generation, storage, or disposal of Hazardous Materials by Mortgagor or any prior owner or operator of the Mortgaged Property;
 - ii. all costs of any required or necessary repair, cleanup, or detoxification and the preparation of any closure or other required plans, to the full extent that such action is attributable, directly or indirectly, to the presence, use, generation, storage, release, threatened release, or disposal of Hazardous Materials by any person on the Mortgaged Property. Mortgagor's obligation pursuant to the foregoing indemnity shall survive the repayment of the loan amount.
 - iii. all attorneys' fees and costs incurred by Mortgagee.
- g) Mortgagee shall have the right to join in and participate in, as a party if it so elects, any legal proceedings or actions initiated in connection with any Hazardous Materials Claims, Mortgagee's reasonable attorney's fees and costs in connection therewith shall be reimbursed by Mortgagor upon demand; all such fees and costs shall be added to the indebtedness under the Mortgage and shall be secured hereby.
- h) Mortgagor shall, at any time, and from time to time, within thirty (30) days after notice and written demand by Mortgagee (provided Mortgagee has reasonable belief that an environmental concern or problem exists on, at or in connection with the Mortgaged Property), deliver to Mortgagee a written environmental evaluation of the Mortgaged Property, which evaluation shall address matters as to whether the Mortgaged Property, or any part thereof, has or is being used for the use, handling, storage, transportation, or disposal of Hazardous Materials and if so, as to whether such use, handling, storage, transportation, or disposal conforms to the requirements of Hazardous Materials Laws. The evaluation shall be performed by an independent, recognized environmental consulting firm of duly licensed registered engineers.

23. **WAIVER OR RELEASE BY MORTGAGEE.** 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 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
24. **SUBROGATION.** Mortgagee shall be subrogated to the lien of any and all prior encumbrances, liens, or charges paid and discharged from the proceeds of the note hereby secured, and even though such prior liens have been released of record, the repayment of the note shall be secured by such liens on the portions of the mortgaged property affected thereby to the extent of such payments, respectively.
25. **WAIVER OF JURY TRIAL.** The undersigned waives the right to a trial by jury in any action or proceeding based upon, or related to, any aspect of the transaction in connection with which this document is being given or any document executed or delivered in connection with such transaction. This waiver is knowingly, intentionally and voluntarily made by the undersigned and the undersigned acknowledges that no one has made any representations of fact to induce this waiver of trial by jury or in any way to modify or nullify its effect. The undersigned further acknowledges having been represented in connection with the transaction with respect to which this document is being given and in the making of this waiver by independent legal counsel, selected by the undersigned's own free will, and that the undersigned has had the opportunity to discuss this waiver with such counsel. The undersigned further acknowledges having read and understood the meaning and ramifications of this waiver provision.

IN WITNESS WHEREOF, Mortgagor has executed this Mortgage as of the date and year first written above.

Signed, sealed and delivered in our presence:


Witness #1 Signature

Witness #1 Printed Name:

Witness #2 Signature

Witness #2 Printed Name:

Blackjack Dream Homes, LLC, a Florida
Limited Liability Company



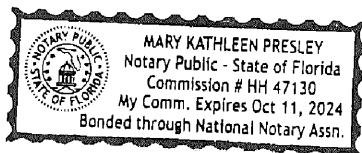
Eddy Salazar Caron, Manager, Blackjack
Dream Homes, LLC, a Florida Limited
Liability Company

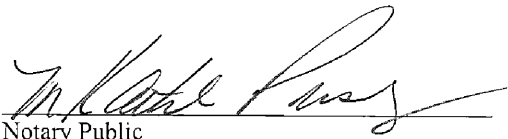
STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me by means of ☒ physical Presence or ☐ online notarization,
This 26th day of September, 2024, by Eddy Salazar Caron, Manager, Blackjack Dream Homes, LLC, a
Florida Limited Liability Company who is personally known to me or has produced a
FLORIDA Drivers as identification.

LICENSE

[Notary Seal]





Notary Public

Mary Kathleen Presley

Printed Name

10-11-2024

My commission Expires

EXHIBIT "A" LEGAL

DESCRIPTION

Lot 11, Block 6, Norwood, subdivision of a portion of Section 35, Township 1 South, Range 30 West, Escambia County, Florida, according to the Plat thereof, recorded in Plat Book 4, Page(s) 57, of the Public Records of said County. Less and except any portion of road right of way as described in Official Records Book 3677 at Page 409, of the Public Records of Escambia County, Florida.

Parcel ID #: 35-1S-30-5000-110-006

Street Address: 270 AirPort blvd, Pensacola, FL 32503

A handwritten signature in black ink, appearing to be 'EJN' or similar, located in the bottom right corner of the page.

NOTICE OF COMMENCEMENT

Instrument Prepared By:

Name: Francisco D Seijas

Address: 13538 Village Park Dr # 135
Orlando FL 32837

Permit Number: _____

State of Florida County of Escambia Folio/Parcel id #: 351S305000110006

The undersigned hereby gives notice that improvement will be made to certain real property, and in accordance with Chapter 713, Florida Statutes, the following information is provided in this Notice of Commencement.

1. **DESCRIPTION OF PROPERTY** (Legal description of the property & street address) **Legal Description:**
LT 11 BLK 6 NORWOOD PB 4 P 57 OR 7670 P 1222 OR 9158 P 157 OR 9210 P 1501 LESS OR 3677 P 409 RD R/W FOR AIRPORT BLVD - 270
Airport Blvd Pensacola

2. **GENERAL DESCRIPTION OF IMPROVEMENT:** Re roof project

3. **OWNER INFORMATION OR LESSEE INFORMATION IF THE LESSEE CONTRACTED FOR THE IMPROVEMENT:**

a. Name and address: Blackjack Dream Homes LLC - 159 Swallowtail Ln Pensacola FL 32503

b. Interest in property: Owner

c. Name and address of fee simple titleholder (if different from Owner listed above): _____

4. a. **CONTRACTOR:** Name & Address Union Capital Roofing LLC - 13538 Village Park Dr # 135 Orlando FL 32837

b. Phone number: 4079626201

5. **SURETY** (if applicable, a copy of the payment bond is attached): a. Name and address: _____

b. Phone number: _____ c. Amount of bond: \$ _____

6. a. **LENDER:** Name and address: _____

b. Phone number: _____

7. Persons within the State of Florida designated by Owner upon whom notices or other documents may be served as provided by Section 713.13 (1) (a) 7., Florida Statutes:

a. Name and address: _____

b. Phone numbers of designated persons: _____

8. a. In addition to himself or herself, Owner designates _____ of _____ to receive a copy of the Lienor's Notice as provided in Section 713.13 (1) (b), Florida Statutes.

b. Phone number of person or entity designated by Owner: _____

9. Expiration date of notice of commencement (the expiration date will be 1 year after the date of recording unless a different date is specified): _____, 20____.

WARNING TO OWNER: ANY PAYMENTS MADE BY THE OWNER AFTER THE EXPIRATION OF THE NOTICE OF COMMENCEMENT ARE CONSIDERED IMPROPER PAYMENTS UNDER CHAPTER 713, PART I, SECTION 713.13, FLORIDA STATUTES, AND CAN RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE SITE OF THE IMPROVEMENT BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT.

[Signature]
(Signature of Owner or Lessee, or Owner's or Lessee's
Authorized Officer/Director/Partner/Manager)

Eddy Alex Salazar Caron
(Print Name and Provide Signatory's Title/Office)

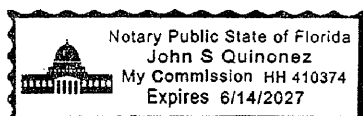
State of Florida County of Escambia

The foregoing instrument was acknowledged before me by means of ☒ physical presence or sworn to (or affirmed) by ☐ online notarization

this 21st day of October, 2024 by Eddy Alex Salazar Caron
(name of person)

as Manager for Blackjack Dream Homes LLC
(type of authority, e.g. officer, trustee, attorney-in-fact) (name of party on behalf of whom instrument was executed)

Personally Known ☐ or Produced Identification ☒ Type of Identification Produced FL DL



[Signature]
(Signature of Notary Public)
(Print, Type, or Stamp Commissioned Name of Notary Public)

PREPARED BY:

Name: Francisco D Seijas

Address: 13538 Village Park Dr # 135
Orlando FL 32837

STATE OF FLORIDA
COUNTY OF ESCAMBIA

NOTICE OF COMMENCEMENT

Permit Number 241030399BD

Parcel ID Number 351S305000110006

THE UNDERSIGNED hereby gives notice that improvement will be made to certain real property, and in accordance with Chapter 713, Florida Statutes, the following information is provided in this Notice of Commencement.

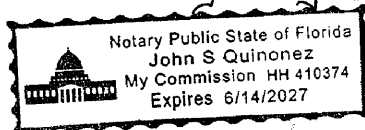
1. **DESCRIPTION OF PROPERTY:** (Legal description of the property, and street address if available. Attach a separate if necessary.)
LT 11 BLK 6 NORWOOD PB 4 P 57 OR 7670 P 1222 OR 9158 P 157 OR 9210 P 1501 LESS OR 3677 P 409 RD R/W FOR AIRPORT BLVD - 270 Airport Blvd Pensacola
2. **GENERAL DESCRIPTION OF IMPROVEMENT:**
Re roof project
3. **OWNER INFORMATION:**
Name and address: Blackjack Dream Homes LLC - 159 Swallowtail Ln Pensacola FL 32503
Interest in property: Owner
Name and address of fee simple titleholder (if other than Owner): _____
4. **CONTRACTOR:** (name, address, and phone number): Union Capital Roofing LLC
13538 Village Park Dr # 135 Orlando FL 32837 - (407)962-6201
5. **SURETY (if applicable):**
Name, address, and phone number: _____
Amount of bond \$ _____
6. **LENDER:** (name, address, and phone number) _____
7. Persons within the State of Florida designated by Owner upon whom notices, or other documents may be served as provided by § 713.13(1)(a)7, Florida Statutes: (name, address, and phone number) _____
8. In addition to him/herself, owner designates _____ of _____ receive a copy of the Lienor's Notice as provided in § 713.13(1)(b), Florida Statutes.
9. Expiration date of notice of commencement (the expiration date is 1 year from the date of recording unless a different date is specified) _____

WARNING TO OWNER: ANY PAYMENTS MADE BY THE OWNER AFTER THE EXPIRATION OF THE NOTICE OF COMMENCEMENT ARE CONSIDERED IMPROPER PAYMENTS UNDER CHAPTER 713, PART 1, SECTION 713.13 FLORIDA STATUTES, AND CAN RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE SITE OF THE IMPROVEMENT BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT.

STATE OF Florida
COUNTY OF Escambia

SIGNATURE OF OWNER

The foregoing instrument was acknowledged before me this 24TH day of October 2024
by Eddy Alex Salaraz Caron-Manager Blackjack Dream Home LLC



SIGNATURE OF NOTARY PUBLIC

TYPED NAME OF NOTARY PUBLIC

Personally Known _____

Produced Identification X

Type of Identification Produced FL DL

Prepared by and return to:

C2C Homes, LLC
Robert Seidler
1111 Lincoln Road, Suite 500
Miami Beach, FL, 33139

AFFIDAVIT AND NOTICE OF INTEREST IN REAL PROPERTY

STATE OF FLORIDA

COUNTY OF ESCAMBIA

BEFORE ME, the undersigned authority, on this day personally appeared **Robert Seidler, Manager for C2C Homes, LLC**, who being first duly sworn, deposes and says that:

1. An interest in the real property described herein was entered into by and between the Affiant and Joseph Mcelroy on the 24th day of June 2024.

2. Any interested party may contact: **Robert Seidler** whose mailing address is **1111 Lincoln Rd, Suite 500 Miami Beach, FL, 33139**, and whose telephone number is **(310) 963-7743**.

3. ALL PROSPECTIVE PURCHASERS **BEWARE**; Affiant has an equitable interest in the herein described real property by virtue of a properly executed Contract for Sale and Purchase. Affiant is ready, willing and able to close this transaction pursuant to the terms of the contract.

4. LEGAL DESCRIPTION OF REAL PROPERTY:

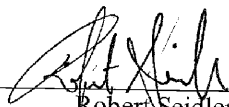
LT 11 BLK 6 NORWOOD PB 4 P 57 OR 7670 P 1222 LESS OR 3677 P 409 RD R/W FOR AIRPORT BLVD


Physical Address: **270 Airport Blvd Pensacola, FL 32503 (Escambia)**

Parcel ID Number: **35-1S-30-5000-110-006**

FURTHER AFFIANT SAYETH NOT.

Signed, sealed and delivered in the presence of:


Robert Seidler, Manager
for C2C Homes, LLC


WITNESS No. 1 Signature

Printed Name Bryan Pastor

Witness No. 1
Address: 6860 SW 98th Ter Miami FL 33155



WITNESS No. 2 Signature

Printed Name Randy Bowness

Witness No. 2

Address: 16392 SW 11th Street Pembroke Pines 33027

STATE OF FLORIDA

COUNTY OF Miami Dade

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization
this 21 day of June, 2024, by Robert Seidler, who is ☒ personally known or ☐
produced identification _____.

[Signature]
Signature of Notary Public,
Print, Type/Stamp Name of Notary



RANDY L. BOWNESS
Notary Public
State of Florida
Comm# HH488517
Expires 2/4/2028

Filing # 27111582 E-Filed 05/11/2015 11:01:14 AM

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

STATE OF FLORIDA,
Plaintiff,

v.

JOSEPH WAYNE MCELROY,
Defendant.

Clerk Number: 1715MM002360A

Division: 1

Date of Birth: 11/16/1981

Sex: M

Race: W

CIVIL RESTITUTION LIEN ORDER

IT IS HEREBY ORDERED AND ADJUDGED that the above-named defendant shall pay in the amount of \$340.00 to SAVE A PENNY MARKET for restitution in the above-styled cause.

It is further **ORDERED AND ADJUDGED** that this lien shall exist upon any real or personal property of the defendant.

It is further **ORDERED AND ADJUDGED** that this lien order may be enforced by the crime victim in the same manner as a judgment in a civil action, pursuant to Section 775.089, Florida Statutes which shall bear interest at the rate of 4.75% per annum for which let execution issue.

DONE AND ORDERED this the 12th day of May, 2015.


JOYCE H WILLIAMS
COUNTY JUDGE

cc:

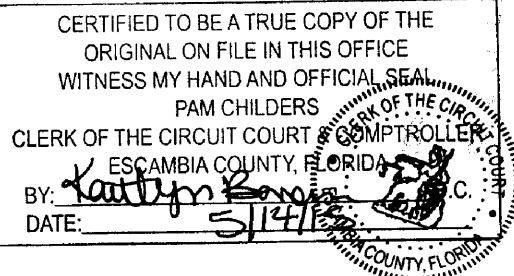
HANNAH BROTHERS, ASSISTANT STATE ATTORNEY
LACIE J BOWDEN, DEFENSE ATTORNEY

VICTIM:

SAVE A PENNY MARKET
1120 W CERVANTES ST
PENSACOLA, FL 32501

DEFENDANT:

JOSEPH WAYNE MCELROY
270 AIRPORT BLVD
PENSACOLA, FL 32503-7771



IN THE CIRCUIT COURT IN AND
FOR ESCAMBIA COUNTY, FLORIDA

STATE OF FLORIDA

VS

DEFENDANT: JOSEPH WAYNE MCELROY
400 DEBORAH LN
PENSACOLA FL 32514

ERNIE LEE MAGAHA
CLERK OF CIRCUIT COURT
ESCAMBIA COUNTY, FL

CASE NO: 2012 CF 000038 A
DIVISION: A 2012 JUN -1 P 3:09

DATE OF BIRTH: 11/16/1981
SOCIAL SECURITY NBR: [REDACTED]

Case: 2012 CF 000038 A

00099370594

Dkt: CERTLIEN Pg#:

FINAL JUDGMENT FOR FINES, COSTS, AND ADDITIONAL CHARGES

On May 29, 2012, 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 \$818.00, which includes outstanding public defender fees/liens the amounts of which shall bear interest at the rate prescribed by law (4.75%) until satisfied.

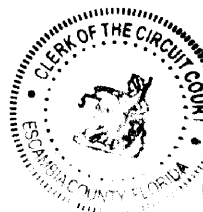
It is further ORDERED AND ADJUDGED that a lien is hereby created against all of the property, both real and personal, of the defendant.

FOR WHICH LET EXECUTION ISSUE.

DONE AND ORDERED in open court/chambers in Pensacola, Escambia County, Florida, this 1st day of June, 2012.

CIRCUIT JUDGE

Copy to: DEFENDANT



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: [Signature] D.C.

IN THE CIRCUIT COURT IN AND FOR ESCAMBIA COUNTY, FLORIDA

STATE OF FLORIDA

VS

CASE NO: 2014 CF 005037 A

JOSEPH WAYNE MCELROY
3412 RIVER GARDENS CIRCLE
PENSACOLA, FL 32514

DIVISION: K
DATE OF BIRTH: 11/16/1981

FINAL JUDGMENT FOR FINES, COSTS, AND ADDITIONAL CHARGES

On **APRIL 21, 2015**, an order assessing fines, costs, and additional charges was entered against the Defendant, **JOSEPH WAYNE MCELROY** requiring payment of certain sums for fines, costs, and additional charges. Defendant having failed to make full payment,

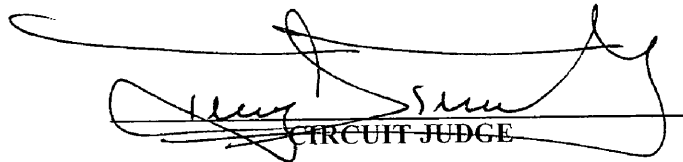
IT IS ADJUDGED that the Escambia County Clerk of the Circuit Court, **190 W GOVERNMENT ST, PENSACOLA, FLORIDA 32502** recover from Defendant those remaining unpaid fines, costs and additional charges in the sum of **\$768.00**, the amounts of which shall bear interest at the rate prescribed by law **4.75%** 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

5th day of May, 2015.
PAM CHILDERS
CLERK OF CIRCUIT COURT
ESCAMBIA COUNTY, FL
2015 MAY -6 P 3:13
CIRCUIT CRIMINAL DIVISION
FILED & RECORDED


CIRCUIT JUDGE

Copy to: DEFENDANT

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: <u>Ken Gaudin</u> D.C. DATE: <u>5-12-2015</u>
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