



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

1024-56

Part 1: Tax Deed Application Information

Applicant Name Applicant Address	ASSEMBLY TAX 36, LLC ASSEMBLY TAX 36 LLC FBO SEC PTY PO BOX 12225 NEWARK, NJ 07101-3411	Application date	Apr 11, 2024
Property description	BAMA BOYZ PROPERTIES 17 LLC 128 LORUNA DR GULF BREEZE, FL 32561 1200 OLD CORRY FIELD RD 08-0148-000 LTS 12 13 BLK 4 AERO VISTA PB 1 P 31/53 OR 7844 P 378 OR 7928 P 185 SEC 50/51 T 2S R 30 CA 205	Certificate #	2022 / 3428
		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)
# 2022/3428	06/01/2022	1,164.95	58.25	1,223.20
→ Part 2: Total*				1,223.20

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)
# 2023/3449	06/01/2023	1,290.44	6.25	79.85	1,376.54
Part 3: Total*					1,376.54

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)	2,599.74
2. Delinquent taxes paid by the applicant	0.00
3. Current taxes paid by the applicant	1,372.81
4. Property information report fee	200.00
5. Tax deed application fee	175.00
6. Interest accrued by tax collector under s.197.542, F.S. (see Tax Collector Instructions, page 2)	0.00
7. Total Paid (Lines 1-6)	4,347.55

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: <u>Candice Lewis</u>	Escambia, Florida
Signature, Tax Collector or Designee	Date <u>April 22nd, 2024</u>

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>10/02/2024</u> Signature, Clerk of Court or Designee	

INSTRUCTIONS

Tax Collector (complete Parts 1-4)

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

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

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

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

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

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

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

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

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

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

Clerk of Court (complete Part 5)

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

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

APPLICATION FOR TAX DEED

Section 197.502, Florida Statutes

512
R. 12/16

Application Number: 2400246

To: Tax Collector of ESCAMBIA COUNTY, Florida

I,

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

hold the listed tax certificate and hereby surrender the same to the Tax Collector and make tax deed application thereon:

Account Number	Certificate No.	Date	Legal Description
08-0148-000	2022/3428	06-01-2022	LTS 12 13 BLK 4 AERO VISTA PB 1 P 31/53 OR 7844 P 378 OR 7928 P 185 SEC 50/51 T 2S R 30 CA 205

I agree to:

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

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

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

04-11-2024
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:	5025305000013004					Year	Land	Imprv	Total	Cap Val
Account:	080148000					2023	\$34,500	\$75,291	\$109,791	\$79,151
Owners:	BAMA BOYZ PROPERTIES 17 LLC					2022	\$15,000	\$67,353	\$82,353	\$71,956
Mail:	128 LORUNA DR GULF BREEZE, FL 32561					2021	\$11,875	\$54,111	\$65,986	\$65,415
Situs:	1200 OLD CORRY FIELD RD 32507					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						2023 Certified Roll Exemptions				
Sales Data						None				
Sale Date	Book	Page	Value	Type	Official Records (New Window)	Legal Description				
01/29/2018	7928	185	\$100	WD	📄	LTS 12 13 BLK 4 AERO VISTA PB 1 P 31/53 OR 7844 P 378 OR 7928 P 185 SEC 50/51 T 2S R 30 CA 205				
01/24/2018	7844	378	\$59,000	WD	📄					
12/01/2007	6270	1065	\$108,000	WD	📄					
02/2007	6083	1666	\$100	QC	📄					
09/2006	5990	212	\$65,000	WD	📄					
01/1997	4096	1906	\$41,000	WD	📄					
05/1996	4086	1047	\$41,000	SC	📄	Extra Features				
Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller						FRAME GARAGE				

[Parcel Information](#)
[Launch Interactive Map](#)

Section
Map Id:
CA205

Approx.
Acreage:
0.3466

Zoned:

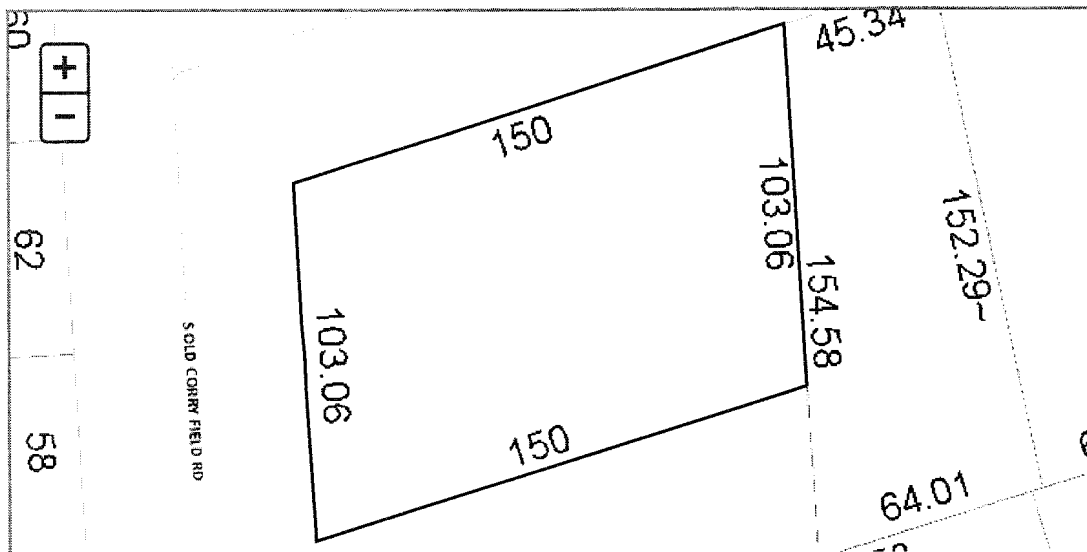
MDR
MDR
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MDR
MDR
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MDR
MDR

Evacuation
& Flood

Information

Open

Report



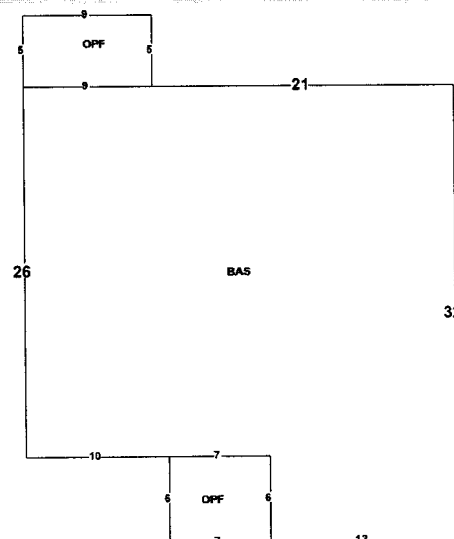
[View Florida Department of Environmental Protection\(DEP\) Data](#)

Buildings

Address: 1200 OLD CORY FIELD RD, Year Built: 1948, Effective Year: 1975, PA Building ID#: 86634

Structural Elements

DECOR/MILLWORK-AVERAGE
DWELLING UNITS-1
EXTERIOR WALL-ALUMINUM SIDING
FLOOR COVER-CARPET
FOUNDATION-WOOD/SUB FLOOR
HEAT/AIR-CENTRAL H/AC
INTERIOR WALL-DRYWALL-PLASTER
NO. PLUMBING FIXTURES-3
NO. STORIES-1
ROOF COVER-METAL/MODULAR
ROOF FRAMING-GABLE
STORY HEIGHT-0
STRUCTURAL FRAME-WOOD FRAME



Areas - 945 Total SF

BASE AREA - 858

OPEN PORCH FIN - 87

Images



3/19/2019 12:00:00 AM

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

Last Updated: 04/25/2024 (tc.2308)

NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That **ASSEMBLY TAX 36 LLC** holder of **Tax Certificate No. 03428**, issued the **1st** day of **June, A.D., 2022** has filed same in my office and has made application for a tax deed to be issued thereon. Said certificate embraces the following described property in the County of Escambia, State of Florida, to wit:

LTS 12 13 BLK 4 AERO VISTA PB 1 P 31/53 OR 7844 P 378 OR 7928 P 185 SEC 50/51 T 2S R 30 CA 205

SECTION 50, TOWNSHIP 2 S, RANGE 30 W

TAX ACCOUNT NUMBER 080148000 (1024-52)

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

BAMA BOYZ PROPERTIES 17 LLC

Unless said certificate shall be redeemed according to law, the property described therein will be sold to the highest bidder at public auction at 9:00 A.M. on the **first** Wednesday in the month of October, which is the **2nd day of October 2024**.

Dated this 26th day of April 2024.

In accordance with the AMERICANS WITH DISABILITIES ACT, if you are a person with a disability who needs special accommodation in order to participate in this proceeding you are entitled to the provision of certain assistance. Please contact Emily Hogg not later than seven days prior to the proceeding at Escambia County Government Complex, 221 Palafox Place Ste 110, Pensacola FL 32502. Telephone: 850-595-3793.



PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

By:
Emily Hogg
Deputy Clerk

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



**COUNTY OF ESCAMBIA
OFFICE OF THE
CLERK OF THE CIRCUIT COURT**

**BRANCH OFFICES
ARCHIVES AND RECORDS
JUVENILE DIVISION
CENTURY**

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

**PAM CHILDERS, CLERK OF THE CIRCUIT COURT
Tax Certificate Redeemed From Sale
Account: 080148000 Certificate Number: 003428 of 2022**


**Payor: BAMA BOYZ PROPERTIES 17 LLC 128 LORUNA DR GULF BREEZE, FL 32561 Date
4/30/2024**

Clerk's Check # 459127048
Tax Collector Check # 1

Clerk's Total \$497.04
Tax Collector's Total \$4,745.08
Postage \$100.00
Researcher Copies \$0.00
Recording \$10.00
Prep Fee \$7.00
Total Received \$5,359.12

REDUCED
PAM CHILDERS
Clerk of the Circuit Court

4506.80

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
ESCAMBIA COUNTY FLORIDA
INST# 2024032344 4/30/2024 3:03 PM
OFF REC BK: 9139 PG: 230 Doc Type: RTD

RELEASE OF NOTICE OF APPLICATION FOR TAX DEED

Pursuant to § 197.502(5)(c), Florida Statutes, the Escambia County Clerk of Court fully releases the Notice of Tax Deed Application recorded at Official Records Book 9137, Page 755, of Escambia County, for the tax certificate, tax deed, and property described below:

Tax Certificate No. Certificate No. 03428, issued the 1st day of June, A.D., 2022

TAX ACCOUNT NUMBER: **080148000 (1024-52)**

DESCRIPTION OF PROPERTY:

LTS 12 13 BLK 4 AERO VISTA PB 1 P 31/53 OR 7844 P 378 OR 7928 P 185 SEC 50/51 T 2S R 30 CA 205

SECTION 50, TOWNSHIP 2 S, RANGE 30 W

NAME IN WHICH ASSESSED: BAMA BOYZ PROPERTIES 17 LLC

Dated this 30th day of April 2024.



PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

By:
Emily Hogg
Deputy Clerk



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

THE ATTACHED REPORT IS ISSUED TO:

SCOTT LUNSFORD, ESCAMBIA COUNTY TAX COLLECTOR

TAX ACCOUNT #: 08-0148-000 CERTIFICATE #: 2022-3428

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: June 5, 2004 to and including June 5, 2024 Abstractor: Vicki Campbell

BY

Michael A. Campbell,
As President
Dated: June 7, 2024

PROPERTY INFORMATION REPORT
CONTINUATION PAGE

June 7, 2024

Tax Account #: **08-0148-000**

1. The Grantee(s) of the last deed(s) of record is/are: **BAMA BOYZ PROPERTIES 17 LLC**

By Virtue of Warranty Deed recorded 1/25/2018 in OR 7844/378 and Corrective Warranty Deed recorded 7/3/2018 - OR 7928/185

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 Tracy A Peyton recorded 2/7/2019 OR 8043/700

4. Taxes:

Taxes for the year(s) NONE are delinquent.

Tax Account #: 08-0148-000

Assessed Value: \$79,151.00

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: OCT 2, 2024
TAX ACCOUNT #: 08-0148-000
CERTIFICATE #: 2022-3428

In compliance with Section 197.522, Florida Statutes, the following is a list of names and addresses of those persons, firms, and/or agencies having legal interest in or claim against the above-described property. The above-referenced tax sale certificate is being submitted as proper notification of tax deed sale.

YES	NO	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Notify City of Pensacola, P.O. Box 12910, 32521
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Notify Escambia County, 190 Governmental Center, 32502
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Homestead for <u>2023</u> tax year.

BAMA BOYZ PROPERTIES 17 LLC
1200 OLD CORRY FIELD RD
PENSACOLA, FL 32507

BAMA BOYZ PROPERTIES 17 LLC
128 LORUNA DR
GULF BREEZE, FL 32561

TRACY A PEYTON
4201 KARMICH PLACE
PENSACOLA, FL 32503

Certified and delivered to Escambia County Tax Collector, this 7th day of June, 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

June 7, 2024

Tax Account #:08-0148-000

LEGAL DESCRIPTION EXHIBIT "A"

**LTS 12 13 BLK 4 AERO VISTA PB 1 P 31/53 OR 7844 P 378 OR 7928 P 185 SEC 50/51 T 2S R 30 CA
205**

SECTION 50, TOWNSHIP 2 S, RANGE 30 W

TAX ACCOUNT NUMBER 08-0148-000(1024-52)

Recorded in Public Records 7/3/2018 10:17 AM OR Book 7928 Page 185,
Instrument #2018052618, Pam Childers Clerk of the Circuit Court Escambia
County, FL Recording \$10.00 Deed Stamps \$0.70

Prepared by:
Braden K. Ball, Jr.
Litvak Beasley Wilson & Ball, LLP
226 East Government Street, Post Office Box 13503
Pensacola, Florida 32591-3503
File Number: 18-0011BKB
Consideration: \$59,000.00

THIS CORRECTIVE DEED IS BEING EXECUTED TO ADD THE LEGAL DESCRIPTION THAT WAS OMITTED ON THAT
CERTAIN DEED RECORDED IN O.R. BOOK 7844, AT PAGE 378, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY,
FLORIDA.

Corrective General Warranty Deed

Made this January 24, 2018 A.D. By **Back To Boulder, A Florida Limited Liability Company**, whose address is: 1098 Terrace Circle
North, Boulder, Colorado 80304, hereinafter called the grantor, to **BAMA BOYZ PROPERTIES 17, LLC**, whose post office address is:
128 Lorana Drive, Gulf Breeze, Florida 32561, 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:

Lots 12 and 13, Block 4, of Aero Vista, a subdivision of a portion of Sections 50 and 51, Township 2
South, Range 30 West, according to the Plat of said subdivision recorded in Plat Book 1 at Page 31, of
the Public Records of Escambia County, Florida.

Parcel ID Number: 502S305000013004

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, 2017.

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

Signed, sealed and delivered in our presence:

Back to Boulder, LLC, a Florida limited liability company

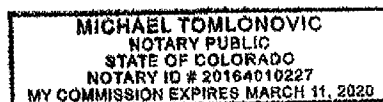
By: KLDL, a Colorado limited liability company its
manager David Lupberger (Seal)

By: David Lupberger, as manager
Address: 1098 Terrace Circle North, Boulder, Colorado 80304

Witness Printed Name Lisa D. Gauran Address: _____ (Seal)
Whitney Holland
Witness Printed Name Whitney Holland Address: _____ (Seal)

State of Colorado
County of Boulder

The foregoing instrument was acknowledged before me this 24th day of January, 2018, by David Lupberger as Manager of KLDL, a
Colorado limited liability company, its manager and Back to Boulder, LLC, a Florida limited liability company who is personally known
to me or who has produced Drivers License as identification.



Michael Tomlonovic
Notary Public
Print Name: Michael Tomlonovic
My Commission Expires: 3/11/20

DEED Individual Warranty Deed - Log on Page

Recorded in Public Records 1/25/2018 3:35 PM OR Book 7844 Page 378,
Instrument #2018006449, Pam Childers Clerk of the Circuit Court Escambia
County, FL Recording \$10.00 Deed Stamps \$413.00

Prepared by:
Braden K. Ball, Jr.
Litvak Beasley Wilson & Ball, LLP
226 East Government Street, Post Office Box 13503
Pensacola, Florida 32591-3503
File Number: 18-001 (BKL)
Consideration: \$59,000.00

General Warranty Deed

Made this January ²⁴ 2018 A.D. By Back to Boulder, LLC, a Florida limited liability company, whose address is: 1098 Terrace Circle North, Boulder, Colorado 80304, hereinafter called the grantor, to BAMA BOYZ PROPERTIES 17 LLC, whose post office address is: 128 Loruna Drive, Gulf Breeze, Florida 32561, 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:

Parcel ID Number: 50-2S-30-500-0013-004

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, 2017.

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

Signed, sealed and delivered in our presence:

Back to Boulder, LLC, a Florida limited liability company

Madagwales
Witness Printed Name: *madagwales*

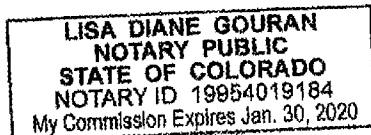
By: KLDL, a Colorado limited liability company, its
manager

David Lupberger (Seal)
By: David Lupberger, its manager
Address: 1098 Terrace Circle North, Boulder, Colorado 80304

Alex Ditz
Witness Printed Name: *Alex Ditz*

State of Colorado
County of Boulder

The foregoing instrument was acknowledged before me this ²⁴ day of January, 2018, by David Lupberger as Manager of KLDL, a Colorado limited liability company, its manager and Back to Boulder, LLC, a Florida limited liability company, who is personally known to me or who has produced *CO DL* as identification.



Lisa D. Gouran
Notary Public
Print Name: *Lisa D. Gouran*
My Commission Expires: *01.30.2020*

Recorded in Public Records 2/7/2019 12:59 PM OR Book 8043 Page 700,
Instrument #2019011645, Pam Childers Clerk of the Circuit Court Escambia
County, FL Recording \$44.00 MTG Stamps \$262.50 Int. Tax \$150.00

Prepared by and return to:
Richard Hill Turner, III

Whibbs Stone & Barnett, P.A.
801 W. Romana Street Unit C
Pensacola, FL 32502
850-434-5395
File Number: **19-286885**

[Space Above This Line For Recording Data]

THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS \$75,000.00, TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE.

MORTGAGE

This Indenture, Made this **February 1, 2019** by and between **Bama Boyz Properties 17, LLC**, a Florida limited liability company, with Ian Arnold as the sole member and a mailing and business address of **128 Loruna Drive, Gulf Breeze, FL 32561**, hereinafter called the Mortgagor, and **Tracy A Peyton** whose address is **4201 Karmich Place, Pensacola, Florida 32503**, hereinafter called the Mortgagee:

The terms "Mortgagor" and "Mortgagee", shall include heirs, personal representatives, successors, legal representatives and assigns, and shall denote the singular and/or the plural, and the masculine and/or the feminine and natural and/or artificial persons, whenever and wherever the context so admits or requires.

Witnesseth, that the said Mortgagor, for and in consideration of the aggregate sum of Seventy Five-Thousand and NO/100 Dollars (\$75,000.00) named in the promissory note, a copy of which is attached hereto and made a part hereof, the receipt of which is hereby acknowledged, does grant, bargain and sell to the said Mortgagee, his successors and assigns, in fee simple, the following described land, situate, lying and being in **Escambia County, Florida**, to-wit:

Commencing at a point of the South line of Section 34, Township 2 South, Range 30 West, 2212 feet North 73 degrees 30 minutes East of the Southwest corner of said Section, thence North 20 degrees 40 minutes East 755.65 feet, thence South 72 degrees 14 minutes East 33 feet to the Point of Beginning, thence continue South 72 degrees 14 minutes East 178 feet, thence South 20 degrees 40 minutes West 114.5 feet to the Point of Beginning, lying and being in Section 34, Township 2 South, Range 30 West, Escambia County, Florida.

and

Lots 12 and 13, Block 4, of Aero Vista, a subdivision of a portion of Sections 50 and 51, Township 2 South, Range 30 West, according to the Plat of said subdivision recorded in Plat Book 1 at Page 31, of the Public Records of Escambia County, Florida.

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

Provided always, that if said Mortgagor, his successors or assigns, shall pay unto the said Mortgagee, his successors or assigns, that certain promissory note, of which a true and correct copy is attached, and Mortgagor shall perform, comply with and abide by each and every stipulation, agreement, condition and covenant of said promissory note and of this mortgage, and shall duly pay all taxes, all insurance premiums reasonably required, all costs and expenses including reasonable attorneys fees that Mortgagee may incur in collecting money secured by this mortgage, and also in enforcing this mortgage by suit or otherwise, then this mortgage and the estate hereby created shall cease and be null and void.

Initials: _____
DoubleTime®

BK: 8043 PG: 701

Mortgagor hereby covenants and agrees:

1. To pay the principal and interest and other sums of money payable by virtue of said promissory note and this mortgage, or either, promptly on the days respectively the same severally come due.
2. To keep the buildings now or hereafter on the land insured for fire and extended coverage in a sum at least equal to the amount owed on the above described promissory note, and name the Mortgagee as loss payees, and to furnish Mortgagee with a copy of all current policies. If Mortgagor does not provide Mortgagee with copies of the policies showing Mortgagee as loss payees after 14 days written demand by Mortgagee, then Mortgagee may purchase such insurance and shall add any payments made for such policy to the principal balance owed on the mortgage, and such payments shall accrue interest at the maximum rate of interest allowed by law. In the event any sum of money becomes payable under such policy, Mortgagee, his legal representatives or assigns, shall have the option to receive and apply the same on account of the indebtedness hereby secured or to permit Mortgagor to receive and use it or any part thereof for repair or replacement, without hereby waiving or impairing any equity, lien or right under or by virtue of this mortgage. In the event of loss Mortgagor shall give immediate notice to Mortgagee.
3. To permit, commit or suffer no waste, impairment or deterioration of the property, or any part thereof.
4. To permit no other lien or mortgage to be placed ahead of this mortgage.
5. Mortgagor shall provide proof of payment of annual real estate taxes by March 15, for the preceding years taxes. In the event that Mortgagor does not pay the taxes by such date, the Mortgagee may pay the taxes and the full amount of such payment by Mortgagee shall be added to the principal balance owed on the mortgage and shall accrue interest at the maximum rate allowed by law.
6. The Mortgagee may, at any time pending a suit upon this mortgage, apply to the court having jurisdiction thereof for the appointment of a receiver, and such court shall forthwith appoint a receiver, and such receiver shall have all the broad and effective functions and powers in anywise entrusted by a court to a receiver, and such appointment shall be made by such court as an admitted equity and a matter of absolute right to said Mortgagee. The rents, profits, income, issues, and revenues shall be applied by such receiver according to the lien of this mortgage.
7. If any of the sums of money due and owing to Mortgagee under the terms of the promissory note and this mortgage, including but not limited to any advance made by Mortgagee for the payment of insurance or taxes, are not paid within 15 days after the same become due and payable, or if each of the stipulations, agreements, conditions and covenants of the promissory note and this mortgage, or either, are not fully performed or complied with the aggregate sum owed on the promissory note shall become due and payable forthwith or thereafter at the option of Mortgagee, his successors, legal representatives, or assigns.

This mortgage and the note hereby secured shall be construed and enforced according to the laws of the State of Florida.

The principal sum secured hereby, along with any interest to be paid in accordance with the terms of the note secured hereby, shall immediately become due and payable without notice, if a transfer of title to the premises by sale or otherwise is made without the Mortgagee's written consent, while this mortgage remains a lien thereon, at the option of Mortgagee, his successors, legal representatives, or assigns.

BK: 8043 PG: 702

Executed at Escambia County, Florida on the date written above.

Signed, sealed and delivered in the presence of:

THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS \$75,000.00, TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE.

MORTGAGOR:
BAMA BOYZ PROPERTIES 17, LLC
A Florida limited liability company

Jaylene Perry
Witness Name: *Jaylene Perry*
Rachael Brown
Witness Name: *Rachael Brown*

By: *Ian Arnold* (Seal)
Ian Arnold, its Managing Member

State of Florida
County of Escambia

The foregoing instrument was acknowledged before me this 1st day of February, 2019 by Ian Arnold, as managing member of Bama Boyz Properties, LLC, a Florida limited liability company, who ☐ is personally known or ☒ has produced a driver's license as identification.

[Notary Seal]



Susan E. Clawson
Notary Public
Printed Name: *Susan E. Clawson*
My Commission Expires: *09/08/2022*

BK: 8043 PG: 703

1

PROMISSORY NOTE

\$75,000.00
Principal amount

Effective Date: February 1, 2019
Due Date: May 1, 2021
Place of Execution: Pensacola, Escambia County, Florida

FOR VALUE RECEIVED, the undersigned promise to pay to the order of Tracy A. Peyton ("**Lender**") at or at 4201 Karmich Place, Pensacola, Florida 32503 or such other address as may be indicated in writing, in the manner hereinafter specified, the principal sum of **Seventy-Five Thousand and 00/100 Dollars (\$75,000.00)** with interest from the date hereof, at the rate of **Five** percent (5.0 %) 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, on the date and in the following manner:

The sum of **\$312.50** representing a payment of interest only shall be due and payable on February 1, 2019, and on the 1st day of each month thereafter until May 1, 2021, at which time the remaining principal balance, together with any accrued but unpaid interest, shall be due. The final balloon payment due on May 1, 2021 will be Seventy-Five Thousand and 00/100 Dollars (\$75,000.00).

All payments shall be first applied to the payment of accrued interest, and the balance remaining, if any, shall be applied to the payment of the principal sum.

This note may be prepaid, in whole or in part, without penalty, at any time prior to maturity.

Receipt of Payments. All payments must be made in U.S. dollars and must be received by Lender at:

Tracy A. Peyton
4201 Karmich Place
Pensacola, FL 32503

Lender may elect to forego collection of monthly payments at her option, however the total sum of principal and interest due over the term of the loan is Eighty-Three Thousand Four Hundred Thirty-Seven and 50/100 Dollars. (\$83,437.50).

This note with interest is secured by a mortgage on real estate described in the security instrument listed herein: a Mortgage dated February 1, 2019 to Lender on real property located in ESCAMBIA County, State of Florida, the terms of which are incorporated herein by reference, made by the makers hereof in favor of the said payee, and shall be construed and enforced according to the laws of the State of Florida.

DEFAULT. Each of the following shall constitute an event of default ("Event of Default") under this Note:

Payment Default. Borrower fails to make any payment when due under this Note.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Note or in any of the related documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

Death or Insolvency. The dissolution of Borrower (regardless of whether election to continue is made), any member withdraws from Borrower, or any other termination of Borrower's existence as a going business or the death of any member, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

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Creditor of Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method by any creditor of Borrower or by any governmental agency against any collateral securing the loan. This includes a garnishment of any of Borrower's accounts.

PREPAYMENT. This note may be prepaid, in whole or in part, without penalty, at any time prior to maturity. If Borrower pays the principal balance down to Sixty Thousand and No/100 dollars (\$60,000.00), Lender agrees to execute a partial release of mortgage releasing 1200 S. Old Corry Field, Pensacola, Florida 32507 as collateral.

SUCCESSOR INTERESTS. The terms of this Note shall be binding upon Borrower, and upon Borrower's heirs, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.


ATTORNEY'S FEES; EXPENSES. Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's reasonable attorney's fees and Lender's legal expenses whether or not there is a lawsuit, including reasonable attorney's fees and expenses for bankruptcy proceedings, and appeals. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law.

Makers waive demand, presentment for payment, protest, and notice of nonpayment and dishonor.

PRIOR TO SIGNING THIS NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE. BORROWER AGREES TO THE TERMS OF THE NOTE.

BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.

BORROWER:



IAN ARNOLD

Florida Documentary Stamp Tax

The Florida documentary stamp tax in the amount required by law has been paid with respect to this Note on the Mortgage securing this indebtedness.

Subscribed and sworn before me, this 1st
day of FEBRUARY, 2019 a Notary Public
in and for ESCAMBIA County,
State of FLORIDA



(Signature)

NOTARY PUBLIC

My Commission expires 09/06, 2022

