



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

0325-602

Part 1: Tax Deed Application Information

Applicant Name Applicant Address	ATCF II FLORIDA-A, LLC PO BOX 69239 BALTIMORE, MD 21264-9239	Application date	Apr 17, 2024
Property description	NGUYEN HUNG TANG DINH PHU KIM 7165 PENNINGTON DR PENSACOLA, FL 32526 7165 PENNINGTON DR 09-3227-138 LT 19 BLK D MYRTLE GROVE WEST UNIT #2 PB 7 P 88 OR 7196 P 1760	Certificate #	2022 / 4204
		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)
# 2022/4204	06/01/2022	903.03	45.15	948.18
→Part 2: Total*				948.18

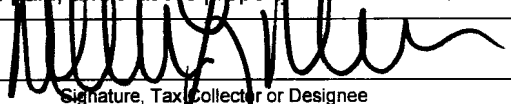
Part 3: Other Certificates Redeemed by Applicant (Other than County)

Column 1 Certificate Number	Column 2 Date of Other Certificate Sale	Column 3 Face Amount of Other Certificate	Column 4 Tax Collector's Fee	Column 5 Interest	Total (Column 3 + Column 4 + Column 5)
# /					
Part 3: Total*					0.00

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

1. Cost of all certificates in applicant's possession and other certificates redeemed by applicant (*Total of Parts 2 + 3 above)	948.18
2. Delinquent taxes paid by the applicant	0.00
3. Current taxes paid by the applicant	0.00
4. Property information report fee	200.00
5. Tax deed application fee	175.00
6. Interest accrued by tax collector under s.197.542, F.S. (see Tax Collector Instructions, page 2)	0.00
7. Total Paid (Lines 1-6)	1,323.18

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

Sign here: 
Signature, Tax Collector or Designee

Escambia, Florida

Date May 3rd, 2024

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

46.25

H

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.	45,368.00
16. Statutory opening bid (total of Lines 7, 14, 15, and 16 if applicable)	
Sign here: _____ Date of sale <u>03/05/2025</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: 2400298

To: Tax Collector of ESCAMBIA COUNTY, Florida

I,
ATCF II FLORIDA-A, LLC
PO BOX 69239
BALTIMORE, MD 21264-9239,

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
09-3227-138	2022/4204	06-01-2022	LT 19 BLK D MYRTLE GROVE WEST UNIT #2 PB 7 P 88 OR 7196 P 1760

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
ATCF II FLORIDA-A, LLC
PO BOX 69239
BALTIMORE, MD 21264-9239

04-17-2024
Application Date

Applicant's signature



Chris Jones Escambia County Property Appraiser

Real Estate Search

Tangible Property Search

Sale List

[Back](#)

← Nav. Mode ☒ Account ☐ Parcel ID →

[Printer Friendly Version](#)

General Information Parcel ID: 1025312000019004 Account: 093227138 Owners: NGUYEN HUNG TANG DINH PHU KIM Mail: 7165 PENNINGTON DR PENSACOLA, FL 32526 Situs: 7165 PENNINGTON DR 32526 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>\$30,000</td> <td>\$118,190</td> <td>\$148,190</td> <td>\$90,736</td> </tr> <tr> <td>2022</td> <td>\$15,000</td> <td>\$105,814</td> <td>\$120,814</td> <td>\$88,094</td> </tr> <tr> <td>2021</td> <td>\$15,000</td> <td>\$83,849</td> <td>\$98,849</td> <td>\$85,529</td> </tr> </tbody> </table> Disclaimer Tax Estimator File for Exemption(s) Online Report Storm Damage					Year	Land	Imprv	Total	Cap Val	2023	\$30,000	\$118,190	\$148,190	\$90,736	2022	\$15,000	\$105,814	\$120,814	\$88,094	2021	\$15,000	\$83,849	\$98,849	\$85,529																						
Year	Land	Imprv	Total	Cap Val																																															
2023	\$30,000	\$118,190	\$148,190	\$90,736																																															
2022	\$15,000	\$105,814	\$120,814	\$88,094																																															
2021	\$15,000	\$83,849	\$98,849	\$85,529																																															
Sales Data <table border="1"> <thead> <tr> <th>Sale Date</th> <th>Book</th> <th>Page</th> <th>Value</th> <th>Type</th> <th>Official Records (New Window)</th> </tr> </thead> <tbody> <tr> <td>07/11/2014</td> <td>7196</td> <td>1760</td> <td>\$94,900</td> <td>WD</td> <td></td> </tr> <tr> <td>10/30/2013</td> <td>7096</td> <td>1457</td> <td>\$30,300</td> <td>WD</td> <td></td> </tr> <tr> <td>05/22/2013</td> <td>7022</td> <td>373</td> <td>\$100</td> <td>CT</td> <td></td> </tr> <tr> <td>05/01/2013</td> <td>7068</td> <td>918</td> <td>\$100</td> <td>WD</td> <td></td> </tr> <tr> <td>10/2004</td> <td>5520</td> <td>1654</td> <td>\$115,000</td> <td>WD</td> <td></td> </tr> <tr> <td>01/1971</td> <td>571</td> <td>590</td> <td>\$19,800</td> <td>WD</td> <td></td> </tr> </tbody> </table> Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller					Sale Date	Book	Page	Value	Type	Official Records (New Window)	07/11/2014	7196	1760	\$94,900	WD		10/30/2013	7096	1457	\$30,300	WD		05/22/2013	7022	373	\$100	CT		05/01/2013	7068	918	\$100	WD		10/2004	5520	1654	\$115,000	WD		01/1971	571	590	\$19,800	WD		2023 Certified Roll Exemptions HOMESTEAD EXEMPTION Legal Description LT 19 BLK D MYRTLE GROVE WEST UNIT #2 PB 7 P 88 OR 7196 P 1760 Extra Features FRAME BUILDING FRAME GARAGE				
Sale Date	Book	Page	Value	Type	Official Records (New Window)																																														
07/11/2014	7196	1760	\$94,900	WD																																															
10/30/2013	7096	1457	\$30,300	WD																																															
05/22/2013	7022	373	\$100	CT																																															
05/01/2013	7068	918	\$100	WD																																															
10/2004	5520	1654	\$115,000	WD																																															
01/1971	571	590	\$19,800	WD																																															

[Launch Interactive Map](#)

Parcel Information

Section
Map Id:
10-2S-31-1

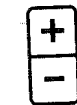
Approx.
Acreage:
0.2471

Zoned:

MDR
MDR
MDR
MDR
MDR
MDR
MDR
MDR
MDR
MDR
MDR
MDR
MDR
MDR
MDR
MDR

Evacuation
& Flood
Information

[Open
Report](#)



120

91

120

91

120

91

120



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

Buildings

Address: 7165 PENNINGTON DR, Year Built: 1971, Effective Year: 1981, PA Building ID#: 101806

Structural Elements

DECOR/MILLWORK-AVERAGE
DWELLING UNITS-1
EXTERIOR WALL-BRICK-FACE/VENEER
FLOOR COVER-TILE/STAIN CONC/BRICK
FOUNDATION-SLAB ON GRADE
HEAT/AIR-CENTRAL H/AC
INTERIOR WALL-PANEL-PLYWOOD
NO. PLUMBING FIXTURES-6
NO. STORIES-1
ROOF COVER-DIMEN/ARCH SHNG
ROOF FRAMING-HIP
STORY HEIGHT-0
STRUCTURAL FRAME-WOOD FRAME

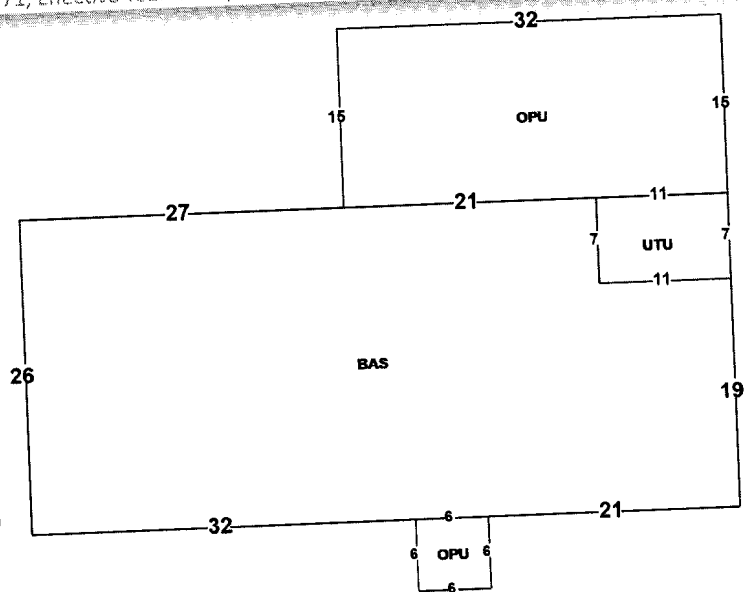


Areas - 2050 Total SF

BASE AREA - 1457

OPEN PORCH UNF - 516

UTILITY UNF - 77



Images



12/6/2022 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.

NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That **ATCF II FLORIDA-A LLC** holder of **Tax Certificate No. 04204**, issued the **1st** day of **June, A.D., 2022** has filed same in my office and has made application for a tax deed to be issued thereon. Said certificate embraces the following described property in the County of Escambia, State of Florida, to wit:

LT 19 BLK D MYRTLE GROVE WEST UNIT #2 PB 7 P 88 OR 7196 P 1760

SECTION 10, TOWNSHIP 2 S, RANGE 31 W

TAX ACCOUNT NUMBER 093227138 (0325-62)

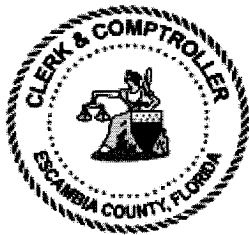
The assessment of the said property under the said certificate issued was in the name of

HUNG TANG NGUYEN and PHU KIM DINH

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 March, which is the **5th** day of **March 2025**.

Dated this 13th day of May 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



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 #: 09-3227-138 CERTIFICATE #: 2022-4204

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: November 20, 2004 to and including November 20, 2024 Abstractor: Ben Murzin

BY

Michael A. Campbell,
As President
Dated: November 21, 2024

PROPERTY INFORMATION REPORT
CONTINUATION PAGE

November 21, 2024

Tax Account #: **09-3227-138**

1. The Grantee(s) of the last deed(s) of record is/are: **HUNG TANG NGUYEN AND PHU KIM DINH**
By Virtue of Warranty Deed recorded 7/16/2014 in OR 7196/1760
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 Vincent Sullivan recorded 07/16/2014 OR 7196/1762 together with Mortgage Loan Extension Agreement recorded 03/14/2017 OR 7679/1284 and Mortgage Loan Second Extension Agreement recorded 03/14/2017 OR 7679/1288**
 - b. **Final Judgment in favor of Escambia County recorded 09/03/2014 OR 7220/1980**
 - c. **Final Judgment in favor of Escambia County recorded 09/03/2014 OR 7220/1981**
 - d. **Certificate of Delinquency recorded 03/27/2015 OR 7320/1177**
 - e. **Final Judgment in favor of Midland Funding LLC recorded 04/03/2020 OR 8275/795**
 - f. **Final Judgment in favor of Bank of America NA recorded 07/31/2020 OR 8342/281**
 - g. **Final Judgment in favor of Midland Funding LLC recorded 11/13/2020 OR 8404/1082**
 - h. **Tourist Development Tax Warrant in favor of Escambia County recorded 12/18/2023 OR 9081/982**
4. Taxes:
Taxes for the year(s) 2021-2023 are delinquent.
Tax Account #: 09-3227-138
Assessed Value: \$93,458.00
Exemptions: HOMESTEAD EXEMPTION
5. We find the following HOA names in our search (if a condominium, the condo docs book and page are included for your review): **NONE**

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

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

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

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

CERTIFICATION: TITLE SEARCH FOR TDA

TAX DEED SALE DATE:	<u>MAR 5, 2025</u>
TAX ACCOUNT #:	<u>09-3227-138</u>
CERTIFICATE #:	<u>2022-4204</u>

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

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

HUNG TANG NGUYEN
PHU KIM DINH
7165 PENNINGTON DR
PENSACOLA FL 32526

CLERK OF CIRCUIT COURT
FINANCE/TREASURY
221 PALAFOX PL STE 110
PENSACOLA FL 32502

VINCENT SULLIVAN
5550 DOGWOOD DR
MILTON FL 32570

VINCENT SULLIVAN
303 S HWY 97
CANTONMENT FL 32533

CLERK OF CIRCUIT COURT
DIVISION ENFORCEMENT
1800 WEST ST MARYS ST
PENSACOLA, FL 32501

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

HUNG NGUYEN
1212 SUBURBAN DR
PENSACOLA FL 32503

MICHELLE CARNEY
7301 DOWDY DR
PENSACOLA FL 32506

MIDLAND FUNDING LLC
350 CAMINO DE LA REINA STE 100
SAN DIEGO CA 92108

HUNG NGUYEN
1366 MAZUREK BLVD
PENSACOLA FL 32514

CONTINUED ON PAGE 4

CONTINUED FROM PAGE 3

**BANK OF AMERICA NA
100 N TRYON ST
CHARLOTTE NC 28202**

**HUNG NGUYEN
1610 E DESOTO ST
PENSACOLA FL 32501**

**HUNG TAN NGUYEN
6660 FRANK REEDER RD
PENSACOLA FL 32526**

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

**HUNG NGUYEN
1150 FT PICKENS RD B-3
PENSACOLA FL 32561**

Certified and delivered to Escambia County Tax Collector, this 21st day of November, 2024.

PERDIDO TITLE & ABSTRACT, INC.

A handwritten signature in black ink, appearing to read "Michael A. Campbell", written in a cursive style.

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

November 21, 2024

Tax Account #:09-3227-138

**LEGAL DESCRIPTION
EXHIBIT "A"**

LT 19 BLK D MYRTLE GROVE WEST UNIT #2 PB 7 P 88 OR 7196 P 1760

SECTION 10, TOWNSHIP 2 S, RANGE 31 W

TAX ACCOUNT NUMBER 09-3227-138(0325-62)

Prepared By & Return To:
Jan Gaston, as an employee of
Clear Title of Northwest Florida, LLC
4636 Summerdale Blvd.
Pace, FL 32571
File Number: PACE-14-8598
Parcel ID #: 102S312000019004
Sale Price \$94,900.00 / doc stmp \$664.30

**WARRANTY DEED
(INDIVIDUAL)**

This WARRANTY DEED, dated this 11th day of July, 2014, by **Vincent Sullivan a single man** whose post office address is 5550 Dogwood Drive, Milton, FL 32570, hereinafter called the Grantor, to **Hung Tang Nguyen and Phu Kim Dinh, husband and wife**, whose post office address is 7165 Pennington Drive, Pensacola, Florida 32526, hereinafter called the Grantee (Wherever used herein the terms "Grantor" and "Grantee" include all 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 \$10.00 and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situated in Escambia County, Florida, viz:

Lot 19, Block D, Myrtle Grove West- Unit No. 2, a subdivision according to the plat recorded in Plat Book 7, Page 88, of the Public Records of Escambia County, Florida.

SUBJECT TO covenants, conditions, restrictions, reservations, limitations, easements and agreements of record, if any; taxes and assessments for the year 2014 and subsequent years; and to all applicable zoning ordinances and/or restrictions and prohibitions imposed by governmental authorities, if any,

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 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 signed and sealed these presents the date set forth above.

SIGNED IN THE PRESENCE OF
THE FOLLOWING WITNESSES:

Signature: *Jan Gaston*
Print Name: Jan Gaston

Signature: *Jung Tang Nguyen*
Print Name: TRANG TANG NGUYEN

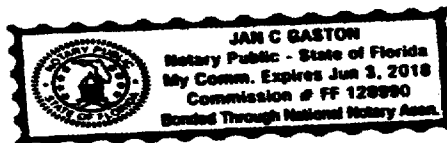
State of Florida
County of Escambia

Vincent Sullivan
Vincent Sullivan

THE FOREGOING INSTRUMENT was acknowledged before me this 11th day of July, 2014, by: Vincent Sullivan.

Signature: *Jan C Gaston*
Notary Public
My Commission Expires:

____ Personally Known
OR
☒ Produced Identification
Type of Identification Produced driver's 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. 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 or 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 by County employees of this disclosure shall in no way be construed as an acknowledgement by the County of the veracity of any disclosure statement.

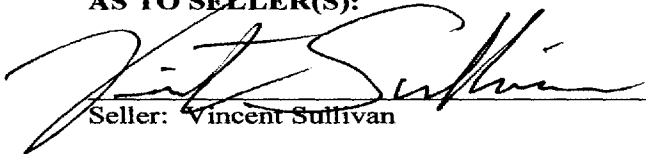
Name of Roadway: Pennington Drive

Legal Address of Property: 7165 Pennington Drive, Pensacola, Florida 32526

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

This form completed by: Clear Title of Northwest Florida, LLC
4636 Summerdale Blvd., Pace, Florida 32571

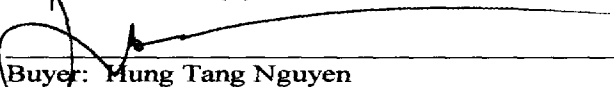
AS TO SELLER(S):


Seller: Vincent Sullivan

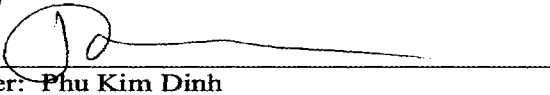

Witness:


Witness:

AS TO BUYER(S):


Buyer: Mung Tang Nguyen


Witness:


Buyer: Phu Kim Dinh

Witness:

This form approved by the Escambia County Board of County Commissioners Effective 4/15/95

Prepared by & Return to:
Jan Gaston, employee of
Clear Title of Northwest Florida, LLC
4636 Summerdale Blvd.
Pace, FL 32571
File No.: PACE-14-8598

REAL ESTATE MORTGAGE AND SECURITY AGREEMENT

THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS \$94,382.89 TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE.

Mortgagor: Hung Tang Nguyen and Phu Kim Dinh
Mortgagee: Vincent Sullivan

THIS MORTGAGE IS TO BE FILED IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY AND SHALL CONSTITUTE A FIXTURE FILING IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 679 OF THE FLORIDA STATUTES.

Known All Men By These Presents: That whereas **Hung Tang Nguyen and Phu Kim Dinh, husband and wife** (whether one or more, hereinafter called the "Borrower"), have become justly indebted to **Vincent Sullivan**, whose address is **5550 Dogwood Drive, Milton, FL 32570** (together with its successors and assigns, hereinafter called "Mortgagee"), in the sum of **Ninety-Four Thousand Nine Hundred and NO/100 Dollars (\$94,900.00)** together with interest thereon, as evidenced by a promissory note or notes of even date herewith. (If the maturity date of the note or notes is 20 years or longer, indicate the latest maturity date here: (N/A)).

This conveyance is intended to be and is a real property Mortgage and a "Security Agreement" governed by the laws of the State of Florida concerning mortgages and the Uniform Commercial Code as adopted in Florida, and is intended to secure the payment of the following (the "Secured Indebtedness"):

A. The existing indebtedness represented by that certain promissory note of even date herewith for the sum of **Ninety-Four Thousand Nine Hundred and NO/100 Dollars (\$94,900.00)** made by Mortgagor payable to the order of Mortgagee (the "Note") with interest from date until paid at the rate therein specified, the said principal and interest payable in the manner and upon the terms, provisions and conditions set forth in the Note, together with any and all renewals, extensions, modifications, consolidations and extensions thereof;

B. Such future or additional advances as may be made by Mortgagee at the option of Mortgagee to the Mortgagor; provided that, notwithstanding the foregoing, the total of all amounts secured hereby shall not exceed at any one time the sum of **Ninety-Four Thousand Nine Hundred and NO/100 Dollars (\$94,900.00)**; and provided further, that all such advances, notes, claims, demands or liabilities and obligations secured hereby by incurred or arise or come into existence either on or prior to the date of this Mortgage, or on or before twenty (20) years after the date of this Mortgage or within such lesser period of time as may hereafter be provided by law as a prerequisite for the sufficiency of actual notice or record notice of such advances, notes, claims, demands or liabilities and obligations as against the rights of creditors or subsequent purchasers for a valuable consideration. The Mortgagor hereby waives, on behalf of himself/herself and his/her successors and assigns, the right to file for record a notice limiting the maximum principal amount which may be secured by this Mortgage as provided for in Florida Statute 697.04(1)(b).

NOW, THEREFORE, in consideration of the premises, and in order to secure the payment of said indebtedness and any renewals or extensions thereof and the interest thereon, and all other indebtedness (including future advances) now or hereafter owed by any of the above-named Borrowers to Mortgagee, whether such indebtedness is primary or secondary, direct or indirect, contingent or absolute, matured or unmatured, joint or several, and otherwise secured or not, and

to secure compliance with all the covenants and stipulations hereinafter contained, the undersigned **Hung Tang Nguyen and Phu Kim Dinh** (whether one or more, hereinafter called "Mortgagor") does hereby assign, grant, bargain, sell and convey unto Mortgagee the following described real property situated in **Escambia County, State of Florida, viz:**

Lot 19, Block D, Myrtle Grove West- Unit No. 2, a subdivision according to the plat recorded in Plat Book 7, Page 88, of the Public Records of Escambia County, Florida.

together with all rents and other revenues thereof and all rights (including riparian rights), privileges, easements, tenements, interests, improvements and appurtenances thereunto belonging or in anywise appertaining, including any after-acquired title and easements and all rights, title and interest now or hereafter owned by Mortgagor in and to all buildings and improvements, storm and screen windows and doors, gas, steam, electric, solar and other heating, lighting, ventilating, air-conditioning, refrigerating and cooking apparatus, elevators, plumbing, sprinkling, smoke, fire, and intrusion detection devices, and other equipment and fixtures now or hereafter attached or appertaining to said premises, all of which shall be deemed to be real property and conveyed by this mortgage, and all of which real property, equipment and fixtures are sometimes hereinafter called the "mortgaged property."

To Have And To Hold the same and every part thereof unto Mortgagee, its successors and assigns forever.

And for the consideration aforesaid, and as additional security for all of the indebtedness described above (including future advances), Mortgagor hereby assigns and transfers to Mortgagee, and grants to Mortgagee a security interest in, all building materials, household appliances, equipment, fixtures and fittings of every kind or character now owned or hereafter acquired by Mortgagor, or any of them, located, whether permanently or temporarily, on the mortgaged property, and all building materials, household appliances, equipment, fixtures and fittings now owned or hereafter acquired by Mortgagor, or any of them, located or stored on any other real property, which are or shall be purchased by Mortgagor, or any of them, for the purpose, or with the intention of making improvements on the mortgaged property or to the premises located on said property. The personal property herein transferred includes without limitation, all lumber, bricks, building stones, building blocks, sand, cement, roofing materials, paint, doors, windows, storm doors, storm windows, nails, wires and wiring, hardware, plumbing and plumbing fixtures, heating and air conditioning equipment and appliances, electrical and gas equipment and appliances, pipes and piping, ornamental and decorative fixtures, and in general all building materials, equipment and appliances of every kind and character used or useful in connection with improvements to real property.

For the purpose of further securing the payment of said indebtedness Mortgagor warrants, covenants and agrees with Mortgagee, its successors and assigns, as follows:

1. That they are lawfully seized in fee and possessed of the mortgaged property and have a good right to convey the same aforesaid, and they will warrant and forever defend the title against the lawful claims of all persons whomsoever, and that the mortgaged property is free and clear of all encumbrances, easements and restrictions not herein specifically mentioned.

2. That they will pay when due all taxes, assessments, or other liens or mortgages taking priority over this mortgage, and should default be made in the payment of the same, or any part thereof, Mortgagee may pay the same (but Mortgagee is not obligated to do so). If the mortgaged property or any part thereof is a unit in a condominium or a planned unit development, Mortgagor shall perform all of Mortgagor's obligations under the declaration or covenants creating or covering the condominium or planned unit development, the bylaws and regulations of the condominium or planned unit development, and constituent documents. Should Mortgagor default in any of such obligations, Mortgagee may perform Mortgagor's obligation (but Mortgagee is not obligated to do so).

3. That they will keep the buildings on the mortgaged property continuously insured in such amounts, in such manner and with such companies as may be satisfactory to Mortgagee against loss by fire (including so-called extended coverage), wind and such other hazards (including flood and water damage) as Mortgagee may specify from time to time, with loss, if any, payable to Mortgagee under a mortgagee's loss payable clause acceptable to Mortgagee, and will deposit with Mortgagee policies of such insurance or at Mortgagee's election, certificates thereof, and will pay the premiums therefore as the same become due. Mortgagor shall have the right to provide such insurance through a policy or policies independently obtained and paid for by Mortgagor or through an existing policy, Mortgagee may, for reasonable cause, refuse to accept any policy of insurance obtained by Mortgagor. Mortgagor shall give immediate notice in writing to Mortgagee of any loss or damage to the mortgaged property from any cause whatever. If Mortgagor fails to keep said property insured as above specified, Mortgagee may insure said property (but Mortgagee is not obligated to do so) for its insurable value against loss by fire, wind and other hazards for the benefit of Mortgagor and Mortgagee or for the benefit of Mortgagee alone, at Mortgagee's election. The proceeds of such insurance shall be paid by the insurer to Mortgagee, which is hereby granted full power to settle and compromise claims under all policies, to endorse in the name of Mortgagor any check or draft representing the proceeds of any such insurance, and to demand, receive and give receipt for all sums becoming due thereunder. Said insurance proceeds, if collected, may be credited on the indebtedness secured by this mortgage, less cost of collection, or may be used in repairing or reconstructing the premises on the mortgaged property, at Mortgagee's election. Any application of the insurance proceeds to repairing or reconstructing the premises on the mortgaged property shall not extend or postpone the due date of any installment payments of the indebtedness hereby secured or reduce the amount of such installments.

4. That commencing upon written request by Mortgagee and continuing until the indebtedness secured hereby is paid in full, Mortgagor will pay to Mortgagee concurrently with, and on the due dates of, payments on the indebtedness hereby secured a sum equal to the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus water rents, fire district charges, taxes and assessments next due on the mortgaged property (all as estimated by Mortgagee), less any sums already paid to Mortgagee therefore, divided by the number of months or other payment periods to elapse before one month or payment period prior to the date when such ground rents, premiums, water rents, fire district charges, taxes and assessments will become due, such sums to be held by Mortgagee in trust, to pay said ground rents, premiums, water rents, fire district charges, taxes and assessments. All payments mentioned in the preceding sentence and the payments to be made on the indebtedness secured hereby shall be added together and the aggregate amount thereof shall be paid by Mortgagor each month or other payment periods in a single payment to be applied by Mortgagee to the following items in the order set forth: (a) taxes, water rents, fire district charges, assessments, fire and other hazard insurance premiums; (b) interest on the indebtedness secured hereby; and (c) the balance, if any, shall be applied toward the payment of the principal sum hereby secured. Any deficiency in the amount of such aggregate monthly or other periodic payments shall constitute a default under this mortgage. Any excess funds accumulated under this paragraph after payment of the items herein mentioned shall be credited in calculating the monthly or other periodic payments of the same nature required hereunder in the subsequent year; but if the actual amount of any such item shall exceed the estimate therefore, Mortgagor shall without demand forthwith make good the deficiency. Failure by Mortgagor to do so before the due date of such item shall be a default hereunder. If the mortgaged property is sold under foreclosure or is otherwise acquired by Mortgagee after default, any remaining balance of the accumulations under this paragraph shall be credited to the principal of the secured indebtedness as of the date of the foreclosure sale or as of the date the property is otherwise acquired.

5. That they will take good care of the mortgaged property and the personal property described above and will not commit or permit any waste thereon or thereof or the removal of any oil, gas or mineral therefrom, and that they will keep the same repaired and at all times will maintain the same in at least as good condition as it now is, reasonable wear and tear alone excepted. If Mortgagor fails to make repairs to the mortgaged property, Mortgagee may make such repairs at Mortgagor's expense (but Mortgagee is not obligated to do so). Mortgagee, its agents and employees, may enter the mortgaged property and any improvements thereon at any reasonable time for the purpose of inspecting or repairing such improvements.

6. That all amounts expended by Mortgagee for insurance or for the payment of taxes or assessments or to discharge liens on the mortgaged property or other obligations of Mortgagor or to make repairs to the mortgaged property or any improvements thereon shall become a debt due Mortgagee, shall be payable at once without demand upon or notice to any person, shall bear interest at the rate of interest payable on the principal sum of the note described above, or if no such rate of interest is specified in the note or if the rate specified would be unlawful, at the maximum rate allowed by law from the date of payment by Mortgagee, and such debt and the interest thereon shall be secured by this mortgage. Upon failure of Mortgagor to reimburse Mortgagee for all amounts so expended, at the election of Mortgagee and with or without notice to any person, Mortgagee may declare the entire indebtedness secured by this mortgage due and payable and may foreclose this Mortgage as hereinafter provided or as provided by law.

7. That no delay or failure of Mortgagee to exercise any option to declare the maturity of any debt secured by this mortgage shall be taken or deemed as a waiver of the right to exercise such option or to declare such forfeiture either as to past or present defaults on the part of Mortgagor, and that the procurement of insurance or payment of taxes or other liens or assessments or obligations by Mortgagee shall not be taken or deemed as a waiver of the right to accelerate the maturity of the indebtedness hereby secured by reason of the failure of Mortgagor to procure such insurance or to pay such taxes, liens, assessments or obligations, it being agreed by Mortgagor that no terms or conditions contained in this Mortgage can be waived, altered or changed except by a writing signed by Mortgagee.

8. That the Mortgagor who is obligated as the Borrower or as guarantor or endorser to pay the indebtedness hereby secured will well and truly pay and discharge such indebtedness as it shall become due and payable, including the Note, any renewals or extensions thereof, and any other notes or obligations of such Mortgagor to Mortgagee, whether now or hereafter incurred.

9. In the event a suit shall be instituted to foreclose this Mortgage, Mortgagee, its successors or assigns, shall be entitled to apply at any time pending such foreclosure suit to the court having jurisdiction thereof for the appointment of a receiver for all and singular the mortgaged property and of all the rents, income, profits, issues and revenues thereof, from whatsoever source derived, with the usual powers and duties of receivers in like cases and such appointment shall be made by such court as a matter of strict right to Mortgagee, its successors or assigns, without reference to the adequacy or inadequacy of the value of the property hereby mortgaged or to the solvency or insolvency of the Mortgagor, Mortgagor's legal representatives, successors or assigns, and that such rents, profits, incomes, issues, and revenues shall be applied by such receiver to the payment of the Secured Indebtedness, costs and charges, according to the order of said court. The Mortgagor hereby specifically waives the right to object to the appointment of a receiver as described herein and hereby expressly consents that such appointment shall be made as an admitted equity and is Mortgagee's absolute right, and that the appointment may be done without notice to the Mortgagor. Mortgagor further consents to the appointment of Mortgagee or any officer or employee of Mortgagee as receiver.

10. That they will not cause or allow possession of the mortgaged property to be in any other person or entity to the exclusion of Mortgagor and will not cause or allow all or any part of the mortgaged property or any interest therein to be sold, assigned, transferred or conveyed by Mortgagor, or any of them, without Mortgagee's prior written consent, excluding only (a) the creation of a lien or encumbrance expressly subordinate to this mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant, or (d) (if the mortgaged property is the Mortgagor's residence) the grant of any leasehold interest of one year or less (including all mandatory or optional renewal periods) not containing an option to purchase. Mortgagee may withhold its consent or may condition its consent to any such transfer of possession of, or an interest in, the mortgaged property upon the transferee's agreeing to pay a greater rate of interest on all or any part of the indebtedness secured by this mortgage, upon Mortgagee's approval of the creditworthiness of the transferee, and upon the transferee's payment to Mortgagee of a reasonable transfer or assumption fee. Upon breach by Mortgagor, or any of them, of the covenants herein contained, Mortgagee may, at its election, accelerate maturity of the indebtedness hereby secured and proceed to foreclose this mortgage as hereinafter provided or as provided by law.

11. That, except as otherwise expressly disclosed to Mortgagee in writing on the date of this mortgage, no Hazardous Substance (as defined below) has been released or disposed of on or under the mortgaged property by Mortgagor or, to the best of Mortgagor's knowledge, by any third party or any predecessor in interest or title to the mortgaged property; no underground storage tanks, whether in use or not in use, are located on or under any part of the mortgaged property; Mortgagor and the mortgaged property are and will remain in compliance with all applicable local, state and federal environmental laws and regulations; no notice has been received by Mortgagor from any governmental authority or any other person claiming violation of any environmental protection law or regulation or demanding payment, indemnity or contribution for any environmental damage or injury to natural resources, relating in any way to the mortgaged property, and Mortgagor will notify Mortgagee promptly in writing if any such notice is hereafter received; and any Hazardous Substance used or produced in Mortgagor's business will be used, produced, stored and disposed of in strict compliance with all applicable environmental laws and regulations. Mortgagor will notify mortgagee immediately if any Hazardous Substance is released or discovered on or under the mortgaged property, and Mortgagor will take or cause to be taken such remedial action as may be necessary in order to remedy such released or discovered Hazardous Substance and to obtain certificate of remediation or other certificate of compliance from applicable governmental authorities. At Mortgagee's request, Mortgagor will promptly obtain at Mortgagor's expense, and deliver to Mortgagee an environmental inspection report or will update a previous report, in form acceptable to Mortgagee, prepared by a competent environmental professional reasonably satisfactory to Mortgagee. As used herein, the term "Hazardous Substance" includes, without limitation, any hazardous or toxic substance and any substance or material that is regulated or controlled by the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA), the federal Hazardous Materials Transportation Act, the federal Resource Conservation and Recovery Act, the Federal Clean Water Act, the federal Clean Air Act, the federal Toxic Substance Control Act, or any other federal, state or local environmental law, ordinance, or regulation now or hereafter in effect. Mortgagor agrees to indemnify Mortgagee against any and all liability and expense (including attorneys' fees and litigation expenses) incurred by Mortgagee on account of breach by Mortgagor of any representation, warranty or covenant set forth in this paragraph. This agreement to indemnify shall survive payment of the secured indebtedness, satisfaction of this mortgage, and foreclosure of this mortgage.

12. That, if this is a construction mortgage, Mortgagor will perform and comply with, or will cause the Borrower to perform and comply with, the terms of any construction loan agreement made with Mortgagee with regard to any improvements to be made on the mortgaged property.

13. That all the covenants and agreements of Mortgagor herein contained shall extend to and bind their respective heirs, executors, administrators, successors and assigns, and that such covenants and agreements and all options, rights, privileges and powers herein given, granted or secured to Mortgagee shall inure to the benefit of the successors and assigns of Mortgagee.

14. That the provisions of this mortgage and the Note secured hereby are severable, and that the invalidity or unenforceability of any provision of this mortgage or the Note shall not affect the validity and enforceability of the other provisions of this mortgage or of Note. The remedies provided to Mortgagee herein are cumulative with the rights and remedies of Mortgagee at law and in equity, and such rights and remedies may be exercised concurrently or consecutively. A carbon or photostatic copy of this mortgage may be filed as a financing statement in any public office.

If the Borrower pays and discharges all the indebtedness hereby secured (including future advances) as the same becomes due and payable, and if Mortgagor in all things does and performs all acts and agreements by it herein agreed to be done according to the tenor and effect thereof, then and in that event only this conveyance and the security interest herein granted shall be and become null and void, but if default is made in the payment of any indebtedness hereby secured or any renewals or extensions thereof or any part thereof, or if any interest thereon remain unpaid when due, or if default be made in the repayment of any sum expended by Mortgagee under the authority of any provision of this Mortgage, or if the interest of Mortgagee in the mortgaged property or any of the personal property described above become endangered by reason of the

enforcement of any lien or encumbrance thereon, or if a petition to condemn any part of the mortgaged property be filed by any authority, person or entity having power of eminent domain, or if any law, either state or federal, be passed imposing or authorizing the imposition of a specific tax upon this mortgage or the indebtedness hereby secured or permitting or authorizing the deduction of any such tax from the principal or interest secured by this Mortgage or by virtue of which any tax or assessment upon the mortgaged property shall be charged against the owner of this Mortgage, or if at any time any of the covenants contained in this Mortgage or in any note or other evidence of indebtedness secured hereby be declared invalid or unenforceable by any court of competent jurisdiction, or if Mortgagor fails to do and perform any other act or thing herein required or agreed to be done, then in any of said events the whole of the indebtedness hereby secured, or any portion or part thereof which may at said date not have been paid, with interest thereon, shall at once become due and payable and this Mortgage shall be subject to foreclosure at the option of Mortgagee, notice of the exercise of such option being hereby expressly waived by Mortgagor, and Mortgagee shall have the right to enter upon and take possession of the mortgaged property. If an event of default occurs and remains uncured, then in either or any such event, the aggregate sum or sums secured hereby then remaining unpaid, with interest accrued at that time, and all moneys secured hereby, shall become due and payable forthwith, or thereafter, at the option of Mortgagee, or its assigns, as fully and completely as if all of the said sums of money were originally stipulated to be paid on such date, anything in the Note or any instrument or instruments or in this Mortgage to the contrary notwithstanding; and thereupon, or thereafter, at the option of Mortgagee, or its assigns, without notice or demand, suit at law or in equity may be prosecuted as if all moneys secured hereby had matured prior to its institution. The Mortgagee, or its assigns, may do either or both of the following as to the amount so declared due and payable: (i) bring an action to enforce payment of the amount so declared due and payable, with or without bringing an action to foreclose this Mortgage; and/or (ii) foreclose this mortgage as to the amount so declared due and payable, and the mortgaged property, or any part or parts thereof, in one or more sales as determined by Mortgagee, shall be sold to satisfy and pay the same with costs, expenses and allowances. In addition, Mortgagee shall also be entitled to take such action and avail itself of such remedies as may be available under the Uniform Commercial Code in effect in the State of Florida. In any action brought to enforce this Mortgage, the prevailing party shall be entitled to its reasonable attorney fees at trial and/or appeal.

☐ (Mark if Applicable) This is a construction mortgage that secures an obligation incurred for the construction of an improvement on land (and may include the acquisition cost of the land).

In Witness Whereof, each of the undersigned has hereunto set his or her signature and seal, or has caused this instrument to be executed by its officer(s), partner(s), member(s), or agent(s) thereunto duly authorized, this 11th day of July, 2014.

Witness: Jan Gaston

Witness: Lori Barnhill

Hung Tang Nguyen

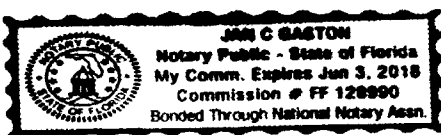
Phu Kim Dinh

(Seal)

(Seal)

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 11th day of July, 2014, by Hung Tang Nguyen and Phu Kim Dinh, who produced their driver's license as identification.



Notary Public
My Commission Expires

Mortgage Loan Extension Agreement as to Maturity Date

This Mortgage Loan Extension Agreement as to Maturity Date ("Agreement") is hereby made on February 1, 2016, between HUNG TANG NGUYEN and PHU KIM DINH, as husband and wife, of 7165 Pennington Drive, Pensacola, Florida 32526, referred to herein as "Mortgagor," and VINCENT SULLIVAN, of 5550 Dogwood Drive, Milton, Florida 32570, referred to herein as "Mortgagee."

WHEREAS, on July 11, 2014, the Mortgagor borrowed the original principal sum of Ninety-Four Thousand Nine Hundred and 00/100 Dollars (\$94,900.00) from Mortgagee, as evidenced by File Number PACE-14-8598 and the Promissory Note dated July 11, 2014, (the "Note"), a copy of which is attached hereto, as Exhibit "A" and initialed by both parties, and which said Note is secured by that certain Mortgage (the "Mortgage") dated July 11, 2014 and recorded in the Official Records of Escambia County, Florida in Official Record (OR) Book 7196, at Page 1762; and

WHEREAS, the description of the real property covered in and by said Mortgage is hereby incorporated herein by reference thereto; and

WHEREAS, there is now due and owing on the Note the sum of **Ninety-Four Thousand Three Hundred Eighty-Two and 89/100 Dollars (\$94,382.89)** with interest continuing to accrue at the rate of Eight Percent (8%) per annum as set forth in said Note; and

WHEREAS, there are no defenses or offsets to the Mortgage or to the debt that it secures.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Extension of Maturity Date.

Mortgagee hereby extends the time of payment of the principal indebtedness secured by the Note and Mortgage from the present maturity date of February 1, 2016 to October 1, 2016 (date), provided that Mortgagor shall pay interest on the amount owing on the Note and Mortgage at the rate of per annum described in the original Note.

2. Monthly Payments.

The said principal and interest shall be payable at 303 S Hwy 97
Cantonment, FL 32533
(street address, city, county, state, zip code), or at such other place as the Mortgagee, holder of the Note may designate in writing, in 8 (number) consecutive monthly installments of \$ 696.34. The first of said new monthly installments shall be due and payable on the

February 9 2016 (date), and each subsequent monthly installment shall be due and payable on the (e.g., first) First day of each succeeding month thereafter until the entire indebtedness evidenced by the Note is fully paid, except any remaining indebtedness, if not sooner paid, shall be due and payable on October 1, 2016 (new maturity date).

3. Other Modifications of Note and Mortgage.

In addition to the above extension of maturity date, the Note and Mortgage shall be further modified as follows: (Set forth any new terms, covenants, or conditions)


If the terms and provisions contained in the Note and Mortgage in any way conflict with the terms and provisions contained in this Agreement, the terms and provisions of this Agreement shall prevail, and, as modified by this Agreement, the Note and Mortgage are ratified and confirmed. The failure or omission of either party to exercise, in one or more instances, any option given by this Agreement or in the Note or Mortgage shall not be construed as a waiver or relinquishment of a right to the option in the case of default, but the right to such further option shall remain in full force and effect.


5. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Florida.

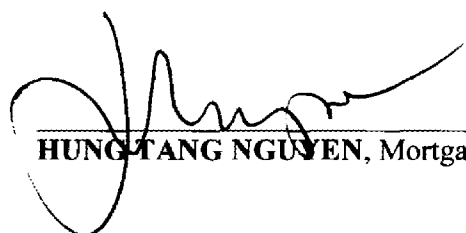
6. Any notice provided for or concerning this Agreement shall be in writing and shall be deemed sufficiently given when sent by certified mail if sent to the respective address of each party as set forth at the beginning of this Agreement.


IN WITNESS WHEREOF, the undersigned parties have caused this document to be executed and have delivered this instrument under seal as of the date and year first above written.


Signed, sealed, and delivered in the presence of:

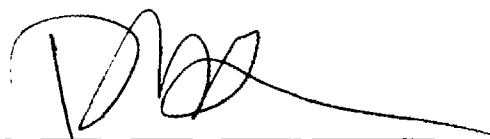

Witness
Print Name: Beatrice Chiapparoi

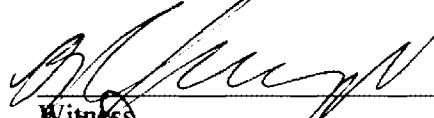

Witness
Print Name: Keshia Steele



HUNG TANG NGUYEN, Mortgagor.



Witness
Print Name: Beatrice Chiapparoi


Witness
Print Name: Keshia Steele


PHU KIM DINH, Mortgagor.


Witness
Print Name: Beatrice Chiapparoi

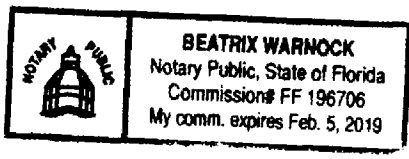

Witness
Print Name: Keshia Steele

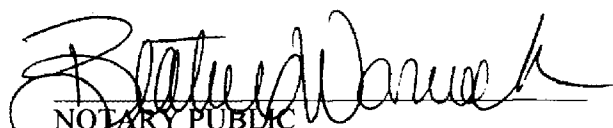

VINCENT SULLIVAN, Mortgagee.

STATE OF FLORIDA

COUNTY OF Escondido

The foregoing instrument was acknowledged before me this 9 day of February, 2016, by **HUNG TANG NGUYEN**, () who is personally known to me or (✓) who has produced a driver's license as identification and has not taken an oath.

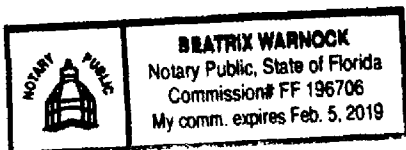



NOTARY PUBLIC
My commission expires: 2/5/19

STATE OF FLORIDA

COUNTY OF Escambia

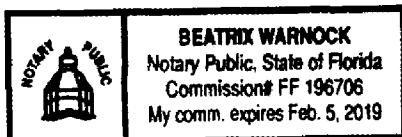
The foregoing instrument was acknowledged before me this 9 day of February, 2016, by **PHU KIM DINH**, () who is personally known to me or (✓) who has produced a driver's license as identification and has not taken an oath.



Beatrix Warnock
 NOTARY PUBLIC
 My commission expires: 2/5/19

STATE OF FloridaCOUNTY OF Escambia

The foregoing instrument was acknowledged before me this 9 day of February, 2016, by **VINCENT SULLIVAN**, () who is personally known to me or (✓) who has produced a driver's license as identification and has not taken an oath.



Beatrix Warnock
 NOTARY PUBLIC
 My commission expires: 2/5/19

Mortgage Loan "Second" Extension Agreement as to Maturity Date

This Mortgage Loan "Second" Extension Agreement as to Maturity Date ("Agreement") is hereby made on October 1, 2016, between HUNG TANG NGUYEN and PHU KIM DINH, as husband and wife, of 7165 Pennington Drive, Pensacola, Florida 32526, referred to herein as "Mortgagor," and VINCENT SULLIVAN, of 303 S Hwy 97, Cantonment, FL 32533, referred to herein as "Mortgagee."

WHEREAS, on July 11, 2014, the Mortgagor borrowed the original principal sum of Ninety-Four Thousand Nine Hundred and 00/100 Dollars (\$94,900.00) from Mortgagee, as evidenced by File Number PACE-14-8598 and the Promissory Note dated July 11, 2014, (the "Note"), a copy of which is attached hereto, as Exhibit "A" and initialed by both parties, and which said Note is secured by that certain Mortgage (the "Mortgage") dated July 11, 2014 and recorded in the Official Records of Escambia County, Florida in Official Record (OR) Book 7196, at Page 1762; and, additionally secured by that certain Mortgage Loan Extension Agreement as to Maturity Date (the "Mortgage Loan Extension") dated February 1, 2016 and recorded in the Official Records of Escambia County, Florida in Official Record (OR) Book _____, at Page _____; and

WHEREAS, the description of the real property covered in and by said Mortgage and Mortgage Loan Extension are hereby incorporated herein by reference thereto; and

WHEREAS, there is now due and owing on the Note the sum of **Ninety-One Thousand Six Hundred Fifty-Six and 62/100 Dollars (\$91,656.62)** with interest continuing to accrue at the rate of Eight Percent (8%) per annum as set forth in said Note; and

WHEREAS, there are no defenses or offsets to the Mortgage or to the debt that it secures.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Extension of Maturity Date.

Mortgagee hereby extends the time of payment of the principal indebtedness secured by the Note and Mortgage from the present maturity date of October, 1, 2016 (*enter last maturity date from Mortgage Loan Extension*) to April 1, 2017, provided that Mortgagor shall pay interest on the amount owing on the Note and Mortgage at the rate of per annum described in the original Note.

2. Monthly Payments.

The said principal and interest shall be payable at 303 S Hwy 97, Cantonment, FL 32533, or at such other place as the Mortgagee, holder of the Note may designate in writing, in consecutive monthly installments of \$ 696.34. The first of said new monthly installments shall be due and payable on October, 1, 2016 *(enter last maturity date from Mortgage Loan Extension, unless payment was made, then enter next consecutive date on first of month)*, and each subsequent monthly installment shall be due and payable on the first day of each succeeding month thereafter until the entire indebtedness evidenced by the Note is fully paid, except any remaining indebtedness, if not sooner paid, shall be due and payable on April 1, 2017.

3. Other Modifications of Note and Mortgage.

In addition to the above extension of maturity date, the Note and Mortgage shall be further modified as follows: (Set forth any new terms, covenants, or conditions)

If the terms and provisions contained in the Note and Mortgage in any way conflict with the terms and provisions contained in this Agreement, the terms and provisions of this Agreement shall prevail, and, as modified by this Agreement, the Note and Mortgage are ratified and confirmed. The failure or omission of either party to exercise, in one or more instances, any option given by this Agreement or in the Note or Mortgage shall not be construed as a waiver or relinquishment of a right to the option in the case of default, but the right to such further option shall remain in full force and effect.

5. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Florida.

6. Any notice provided for or concerning this Agreement shall be in writing and shall be deemed sufficiently given when sent by certified mail if sent to the respective address of each party as set forth at the beginning of this Agreement.

IN WITNESS WHEREOF, the undersigned parties have caused this document to be executed and have delivered this instrument under seal as of the date and year first above written.

Signed, sealed, and delivered in the presence of:

Beatrice Chiappardi
Witness
Print Name: Beatrice Chiappardi

Witness
Print Name: _____

Witness
Print Name: _____

Witness
Print Name: _____

Witness
Print Name: _____

Witness
Print Name: _____

Hung Tang Nguyen
HUNG TANG NGUYEN, Mortgagor.

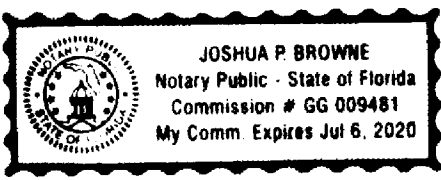
Phu Kim Dinh
PHU KIM DINH, Mortgagor.

Vincent Sullivan
VINCENT SULLIVAN, Mortgagee.

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this 16 day of October, 2016,
by **HUNG TANG NGUYEN**, () who is personally known to me or (☒) who has produced a
driver's license as identification and has not taken an oath.

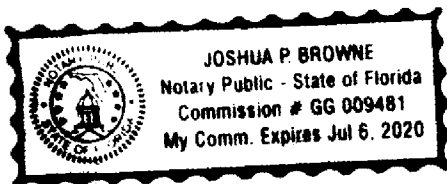


Joshua P. Browne
NOTARY PUBLIC
My commission expires: 6/6/2020

STATE OF FLORIDA

COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 16 day of October, 2016, by **PHU KIM DINH**, () who is personally known to me or (☒) who has produced a driver's license as identification and has not taken an oath.

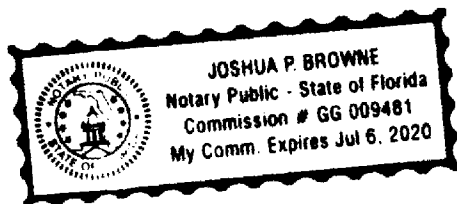


[Signature]
NOTARY PUBLIC
My commission expires: 6/6/2020

STATE OF FLORIDA

COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 16 day of October, 2016, by **VINCENT SULLIVAN**, () who is personally known to me or (☒) who has produced a driver's license as identification and has not taken an oath.



[Signature]
NOTARY PUBLIC
My commission expires: 6/6/2020

IN THE CIRCUIT COURT IN AND FOR ESCAMBIA COUNTY, FLORIDA

STATE OF FLORIDA

VS

CASE NO: 2013 CF 005574 B

HUNG TAN NGUYEN
6660 FRANK REEDER RD
PENSACOLA, FL 32526

DIVISION: C
DATE OF BIRTH: 02/10/1970
SOCIAL SECURITY NBR: 348-68-2941

FINAL JUDGMENT FOR FINES, COSTS, AND ADDITIONAL CHARGES

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

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

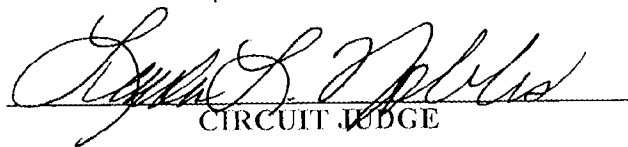
It is further ORDERED AND ADJUDGED that a lien is hereby created against all of the property, both real and personal, of the defendant.

FOR WHICH LET EXECUTION ISSUE.

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

26th day of August, 2014.

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


CIRCUIT JUDGE

(CFCTMMFNLCHRG #24984)

IN THE CIRCUIT COURT IN AND FOR ESCAMBIA COUNTY, FLORIDA

STATE OF FLORIDA

VS

CASE NO: 2013 CF 005574 B

HUNG TAN NGUYEN
6660 FRANK REEDER RD
PENSACOLA, FL 32526

DIVISION: C
DATE OF BIRTH: 02/10/1970
SOCIAL SECURITY NBR: 348-68-2941

FINAL JUDGMENT FOR FINES, COSTS, AND ADDITIONAL CHARGES

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

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

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


FOR WHICH LET EXECUTION ISSUE.

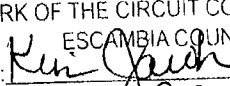
DONE AND ORDERED in open court/chambers in Pensacola, Escambia County, Florida, this

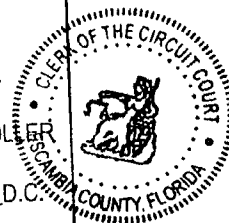
26th day of August, 2014.

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

Copy to Defendant


CIRCUIT JUDGE

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



(CFCTMMFNLCHRG5 #24984)

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

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

CASE NO.: 2019 SC 003445

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

vs.

HUNG NGUYEN
1366 MAZUREK BLVD ,
PENSACOLA, FL 32514

Defendant _____ /

FINAL JUDGMENT

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

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

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

Cc: Plaintiff
Defendant



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

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

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

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

BANK OF AMERICA, N.A.

Plaintiff,

v.

CASE NO. 2019CA000803

HUNG T NGUYEN

Defendant. /

FINAL JUDGMENT

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

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

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

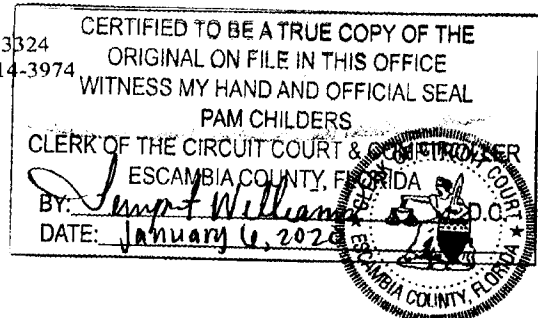
Jurisdiction of this case is retained to enter further orders that are proper to compel the Defendant to complete Florida Rule of Civil Procedure Form 1.977 and return it to the Plaintiff's attorney or the Plaintiff if the Plaintiff is not represented by an attorney.

DONE and ORDERED in ESCAMBIA, Florida, on _____.

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

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

C0564978



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

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

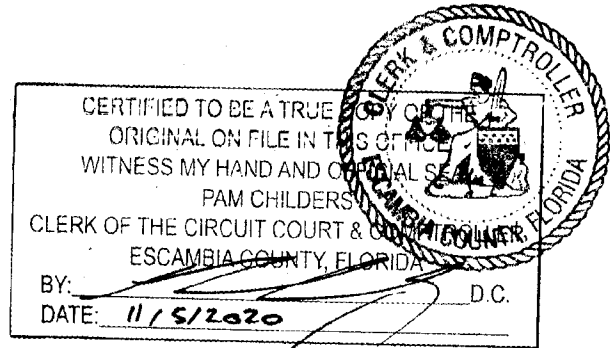
CASE NO.: 2019 SC 003445

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

vs.

HUNG NGUYEN
1366 MAZUREK BLVD ,
PENSACOLA, FL 32514

Defendant



FINAL JUDGMENT

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

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

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

Cc: Plaintiff
Defendant

A handwritten signature in black ink, appearing to read "Pat Kinsey". Below the signature is a digital timestamp: "Signed by COUNTY COURT JUDGE PAT KINSEY on 04/02/2020 16:26:53 HLKecr.go".



Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

Clerk of Courts • County Comptroller • Clerk of the Board of County Commissioners • Recorder • Auditor

TOURIST DEVELOPMENT TAX WARRANT

Hung & Angela Nguyen
1610 E Desoto St
Pensacola, FL 32501

PROPERTY ADDRESS: 1150 Ft Pickens Rd B-3 / Pensacola Beach, FL 32561
PARCEL ID: 282S261015003002

ESCAMBIA COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
TO ALL AND SINGULAR, THE CLERKS OF THE CIRCUIT COURTS AND TO ALL AND SINGULAR, THE SHERIFFS
OF THE STATE OF FLORIDA

WARRANT FOR COLLECTION OF DELINQUENT TOURIST DEVELOPMENT TAX

Under Chapter 125.0104 and Chapter 212, Florida Statutes, the warrant shall become a lien on any real or personal property of the taxpayer in the same manner as a recorded judgment.

The taxpayer named above in the County of Escambia is indebted to Escambia County Clerk of Court and Comptroller in the following amounts:

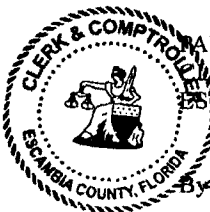
TAX	\$ 23,831.50
PENALTY	\$ 6,850.00
INTEREST	\$ 29,934.98
FEE(S)	\$ 23.00
*GRAND TOTAL	\$ 60,639.48

***Plus all additional tax, penalty, interest, and or fees due on the account through payoff**

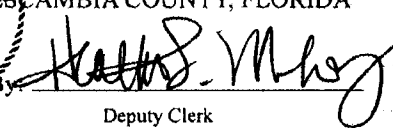
For returns due on or before December 31, 1999, interest is due at the rate of twelve percent (12%) per annum. For returns due on or after January 1, 2000, a floating rate of interest applies in accordance with section 213.235, Florida Statutes.

Total amount due and unpaid is now delinquent and subject to collection as provided by County ordinance and State law. Under the law and ordinance it is the duty of the Clerk of the Circuit Court, Escambia County, State of Florida, to issue a warrant for the collection of the delinquent taxes, together with penalties, interest, and cost of collection.

Witness my hand and official seal in this City of Pensacola, Escambia County, Florida this 18th of December, 2023.

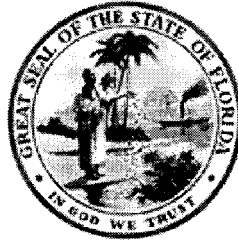


PAM CHILDERS,
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

By: 
Deputy Clerk

Finance/Treasury • 221 Palafox Place • Suite 110 • Pensacola, FL 32502
Telephone (850) 595-4829 • tdt@EscambiaClerk.com

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: 093227138 Certificate Number: 004204 of 2022**

**Payor: HUNG TANG NGUYEN and PHU KIM DINH 7165 PENNINGTON DR PENSACOLA, FL
32526 Date 1/6/2025**

Clerk's Check # 1
Tax Collector Check # 1

Clerk's Total \$531.24
Tax Collector's Total \$1,547.75
Postage \$114.80
Researcher Copies \$0.00
Recording \$10.00
Prep Fee \$7.00
Total Received \$2,210.79

**PAM CHILDERS
Clerk of the Circuit Court**

Received By:
Deputy Clerk

Redeemed
\$ 1722.62
[Signature]

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>

1/6/2025