



# 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

0225-65

## Part 1: Tax Deed Application Information

Applicant Name Applicant Address	JUAN C CAPOTE MIKON FINANCIAL SERVICES, INC. AND OCEAN BANK 780 NW 42 AVE #204 MIAMI, FL 33126	Application date	Apr 17, 2024
Property description	GRAHAM KIMBERLY 11110 LILLIAN HWY PENSACOLA, FL 32506 600 BLK NIX RD 09-4610-000 BEG AT NE COR OF NW 1/4 OF SEC S 90 DEG 0 MIN 0 SEC W 197 98/100 FT FOR POB S 0 DEG 0 MIN 0 SEC W 31 (Full legal attached.)	Certificate #	2022 / 4498
		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)
# 2022/4498	06/01/2022	312.38	15.62	328.00
→ Part 2: Total*				328.00

## 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)
# 2023/4618	06/01/2023	319.64	6.25	52.74	378.63
Part 3: Total*					378.63

## 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)	706.63
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)	1,081.63

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

Sign here:

Signature, Tax Collector or Designee

Escambia, Florida

Date April 25th, 2024

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

46.25

<b>Part 5: Clerk of Court Certified Amounts (Lines 8-14)</b>	
8. Processing tax deed fee	
9. Certified or registered mail charge	
10. Clerk of Court advertising, notice for newspaper, and electronic auction fees	
11. Recording fee for certificate of notice	
12. Sheriff's fees	
13. Interest (see Clerk of Court Instructions, page 2)	
14. <b>Total Paid (Lines 8-13)</b>	
15. Plus one-half of the assessed value of homestead property, if applicable under s. 197.502(6)(c), F.S.	
16. Statutory opening bid (total of Lines 7, 14, 15, and 16 if applicable)	
Sign here: _____ Date of sale <u>02/05/2025</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.

BEG AT NE COR OF NW 1/4 OF SEC S 90 DEG 0 MIN 0 SEC W 197 98/100 FT FOR POB S 0 DEG 0 MIN 0 SEC W 312 25/100 FT TO NLY R/W LI NIX RD S 81 DEG 50 MIN 0 SEC W ALG R/W LI 100 FT N 0 DEG 0 MIN 0 SEC E 326 47/100 FT N 90 DEG 0 MIN 0 SEC E 98 99/100 FT TO POB LT 22 OF AN UNRECORDED PLAT OF NIX S/D OR 7797 P 60

# APPLICATION FOR TAX DEED

Section 197.502, Florida Statutes

512  
R. 12/16

Application Number: 2400441

To: Tax Collector of ESCAMBIA COUNTY, Florida

I,

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

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

Account Number	Certificate No.	Date	Legal Description
09-4610-000	2022/4498	06-01-2022	BEG AT NE COR OF NW 1/4 OF SEC S 90 DEG 0 MIN 0 SEC W 197 98/100 FT FOR POB S 0 DEG 0 MIN 0 SEC W 312 25/100 FT TO NLY R/W LI NIX RD S 81 DEG 50 MIN 0 SEC W ALG R/W LI 100 FT N 0 DEG 0 MIN 0 SEC E 326 47/100 FT N 90 DEG 0 MIN 0 SEC E 98 99/100 FT TO POB LT 22 OF AN UNRECORDED PLAT OF NIX S/D OR 7797 P 60

I agree to:

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

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

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

04-17-2024  
Application Date

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

[illegible]

Information

[Open](#)

[Report](#)

Buildings

Images

None

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

Last Updated: 05/02/2024 (cc. 2734)

## NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That **MIKON FINANCIAL SERVICES INC AND OCEAN BANK** holder of **Tax Certificate No. 04498**, 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:

**BEG AT NE COR OF NW 1/4 OF SEC S 90 DEG 0 MIN 0 SEC W 197 98/100 FT FOR POB S 0 DEG 0 MIN 0 SEC W 312 25/100 FT TO NLY R/W LI NIX RD S 81 DEG 50 MIN 0 SEC W ALG R/W LI 100 FT N 0 DEG 0 MIN 0 SEC E 326 47/100 FT N 90 DEG 0 MIN 0 SEC E 98 99/100 FT TO POB LT 22 OF AN UNRECORDED PLAT OF NIX S/D OR 7797 P 60**

**SECTION 25, TOWNSHIP 2 S, RANGE 31 W**

**TAX ACCOUNT NUMBER 094610000 (0225-65)**

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

**KIMBERLY GRAHAM**

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

Dated this 2nd 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

**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: 094610000 Certificate Number: 004498 of 2022**

**Payor: KIMBERLY GRAHAM 11110 LILLIAN HWY PENSACOLA, FL 32506      Date 5/17/2024**

Clerk's Check #                      1  
Tax Collector Check #            1

Clerk's Total                      \$524.40  
Tax Collector's Total            \$1,250.12  
Postage                            \$100.00  
Researcher Copies              \$0.00  
Recording                        \$10.00  
Prep Fee                          \$7.00  
Total Received                  \$1,891.52

**PAM CHILDERS  
Clerk of the Circuit Court**

Received By: \_\_\_\_\_  
Deputy Clerk

*Reduced*  
*\$1,263.94*  
*[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>**



**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 #: 09-4610-000 CERTIFICATE #: 2022-4498

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: October 7, 2004 to and including October 7, 2024 Abstractor: Pam Alvarez

BY

Michael A. Campbell,  
As President  
Dated: October 8, 2024



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

October 8, 2024

Tax Account #: **09-4610-000**

1. The Grantee(s) of the last deed(s) of record is/are: **SUNRISE ACQUISITION SERVICES LLC**  
**By Virtue of Warranty Deed recorded 6/18/2024 in OR 9162/1014**
2. The land covered by this Report is: **See Attached Exhibit "A"**
3. The following unsatisfied mortgages, liens, and judgments affecting the land covered by this Report appear of record:
  - a. **Mortgage in favor of B&E Holdings LLC recorded 6/18/2024 OR 9162/1018**
4. Taxes:  
**Taxes for the year(s) NONE are delinquent.**  
**Tax Account #: 09-4610-000**  
**Assessed Value: \$17,500.00**  
**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**

<b>TAX DEED SALE DATE:</b>	<u>FEB 5, 2025</u>
<b>TAX ACCOUNT #:</b>	<u>09-4610-000</u>
<b>CERTIFICATE #:</b>	<u>2022-4498</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 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.

**SUNRISE ACQUISITION SERVICES LLC**  
**12501 LILLIAN HWY**  
**PENSACOLA, FL 32506**

**KIMBERLY GRAHAM**  
**11110 LILLIAN HWY**  
**PENSACOLA, FL 32506**

**B&E HOLDINGS LLC**  
**3000 W NINE MILE RD**  
**PENSACOLA, FL 32534**

**Certified and delivered to Escambia County Tax Collector, this 8<sup>th</sup> day of October, 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**

**October 8, 2024**

**Tax Account #:09-4610-000**

### **LEGAL DESCRIPTION EXHIBIT "A"**

**BEG AT NE COR OF NW 1/4 OF SEC S 90 DEG 0 MIN 0 SEC W 197 98/100 FT FOR POB S 0 DEG 0 MIN 0 SEC W 312 25/100 FT TO NLY R/W LI NIX RD S 81 DEG 50 MIN 0 SEC W ALG R/W LI 100 FT N 0 DEG 0 MIN 0 SEC E 326 47/100 FT N 90 DEG 0 MIN 0 SEC E 98 99/100 FT TO POB LT 22 OF AN UNRECORDED PLAT OF NIX S/D OR 7797 P 60**

**SECTION 25, TOWNSHIP 2 S, RANGE 31 W**

**TAX ACCOUNT NUMBER 09-4610-000(0225-65)**

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

Recorded in Public Records 6/18/2024 2:25 PM OR Book 9162 Page 1014,  
Instrument #2024046576, Pam Childers Clerk of the Circuit Court Escambia  
County, FL Recording \$18.50 Deed Stamps \$280.00

18.50  
280.00

THIS INSTRUMENT PREPARED BY AND RETURN TO:  
Surety Land Title of Florida, LLC  
358 W Nine Mile Road Ste D  
Pensacola, Florida 32534  
File No.: 24023301

## WARRANTY DEED

SPACE ABOVE THIS LINE FOR RECORDING DATA

*use* THIS WARRANTY DEED, made the 24 day of May, 2024 by Kimberly Graham, a single woman, whose post office address is 11110 Lillian Hwy, Pensacola, FL 32506 herein called the grantor, to Sunrise Acquisition Services, LLC, a Florida Limited Liability Company whose post office address is 12501 Lillian Hwy, Pensacola, FL 32506, hereinafter called the Grantee:

(Wherever used herein the terms "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 AND 00/100'S (\$10.00) Dollars 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, State of Florida, viz.:

**FOR LEGAL DESCRIPTION SEE EXHIBIT "A" ATTACHED HERETO AND MADE PART HEREOF**

**Subject to easements, restrictions and reservations of record and taxes for the year 2024 and thereafter.**

**Subject property is not the Homestead of the Grantor or Grantee herein.**

**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, and hereby 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, 2023.

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

Signed, sealed and delivered in the presence of:

Witness #1 Signature [Signature]  
358 W Nine Mile  
Pensacola, FL 32534

Witness #1 Printed Name - Address

Witness #2 Signature [Signature]  
358 W Nine Mile  
Pensacola, FL 32534

Witness #2 Printed Name - Address

[Signature]  
Kimberly Graham

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 24 day of May, 2024 by Kimberly Graham, who is personally known to me or has produced driver license as identification.

SEAL

STATE OF FLORIDA  
NOTARY PUBLIC  
Glenda L. Wolf  
Commission No. HH 54091  
Commission Ex. Oct. 15, 2024

[Signature]  
Notary Public

Printed Notary Name

My Commission Expires:

BK: 9162 PG: 1015 Last Page

**EXHIBIT "A"****LEGAL DESCRIPTION**

✓ Lot 22 of Nix Subdivision, more particularly described as follows: Commence at the Northeast corner of the Northwest Quarter of Section 25, Township 2 South, Range 31 West, Escambia County, Florida; thence go South 90 degrees 00 minutes 00 seconds West a distance of 197.98 feet to the Point of Beginning; thence go South 00 degrees 00 minutes 00 seconds West a distance of 312.25 feet to the Northerly right of way line of Nix Road; thence go South 81 degrees 50 minutes 00 seconds West along said right of way line a distance of 100.00 feet; thence go North 00 degrees 00 minutes 00 seconds East a distance of 326.47 feet; thence go North 90 degrees 00 minutes 00 seconds East a distance of 98.99 feet to the Point of Beginning. The above described Parcel of land is situated in Section 25, Township 2 South, Range 31 West, Escambia County, Florida.

LESS AND EXCEPT that portion for road right of way in Official Records Book 4201, Page 673, of the aforesaid records.

File No.: 2402330J

Recorded in Public Records 6/18/2024 2:25 PM OR Book 9162 Page 1018,  
Instrument #2024046578, Pam Childers Clerk of the Circuit Court Escambia  
County, FL Recording \$35.50 MTG Stamps \$122.50 Int. Tax \$70.00

35.50  
122.50  
70.00

This Instrument Prepared By and Return to:  
Surety Land Title of Florida, LLC  
358 W Nine Mile Road Ste D  
Pensacola, Florida 32534  
File No. 2402330J

## MORTGAGE

Executed the 24th day of May, 2024 by:

**Sunrise Acquisition Services, LLC, a Florida Limited Liability Company**

hereinafter called the mortgagor, to

**B&E Holdings, LLC, a Wyoming LLC**

hereinafter called the mortgagee:

*(Wherever used herein the terms "mortgagor" and "mortgagee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporation; and the term "note" includes all the notes herein described if more than one).*

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

✓ **Lot 22 of Nix Subdivision, more particularly described as follows: Commence at the Northeast corner of the Northwest Quarter of Section 25, Township 2 South, Range 31 West, Escambia County, Florida; thence go South 90 degrees 00 minutes 00 seconds West a distance of 197.98 feet to the Point of Beginning; thence go South 00 degrees 00 minutes 00 seconds West a distance of 312.25 feet to the Northerly right of way line of Nix Road; thence go South 81 degrees 50 minutes 00 seconds West along said right of way line a distance of 100.00 feet; thence go North 00 degrees 00 minutes 00 seconds East a distance of 326.47 feet; thence go North 90 degrees 00 minutes 00 seconds East a distance of 98.99 feet to the Point of Beginning. The above described Parcel of land is situated in Section 25, Township 2 South, Range 31 West, Escambia County, Florida.**

**LESS AND EXCEPT** that portion for road right of way in Official Records Book 4201, Page 673, of the aforesaid records.

This loan is cross collateralized with any other loan existing or future made by borrower or guarantor and default on this loan shall be considered default also on the other loans.

**TO HAVE AND TO HOLD** the same, together with the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues and profits thereof, unto the mortgagee in fee simple.

**AND** the mortgagor covenants with the mortgagee that the mortgagor is indefeasibly seized of said land in fee simple; that the mortgagor has good right and lawful authority to convey said land as aforesaid; that the mortgagor will make such further assurances to perfect the fee simple title to said land in the mortgagee as may reasonably be required; that the mortgagor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free and clear of all encumbrances.

**PROVIDED ALWAYS** that if said mortgagor shall pay unto said mortgagee the certain promissory note hereinafter substantially copied or identified to wit: and shall perform, comply with and abide by each and every of

BK: 9162 PG: 1019

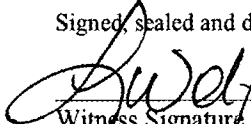
the agreements, stipulations, conditions and covenants thereof, and of this mortgage, then this mortgage and the estate hereby created, shall cease, determine and be null and void.


**AND** the mortgagor hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said note and this mortgage, or either; to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on said property; to permit, commit or suffer no waste, impairment or deterioration of said land or the improvements thereon at any time; to keep the buildings now or hereafter on said land fully insured in a sum of not less than **\$35,000.00** in a company or companies acceptable to the mortgagee policy or policies to be held by, and payable to, said mortgagee, and in the event any sum of money becomes payable by virtue of such insurance the mortgagee shall have the right to receive and apply the same to the indebtedness hereby secured, accounting to the mortgagor for any surplus; to pay all costs, charges, and expenses, including lawyer's fees and title searches, reasonably incurred or paid by the mortgagee because of the failure of the mortgagor to promptly and fully comply with the agreements, stipulations, conditions and covenants of said note and this mortgage, or either; to perform comply with and abide by each and every the agreements, stipulations, conditions and covenants set forth in said note and this mortgage or either. In the event the mortgagor fails to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of said note and this mortgage, or either, the mortgagee may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from date thereof at the highest lawful rate then allowed by the laws of the State of Florida.

**IF** any sum of money herein referred to be not promptly paid within THIRTY days next after the same becomes due, or if each and every the agreements, stipulations, conditions and covenants of said note and this mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the mortgagee, become and be due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the mortgagee to exercise any or the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this mortgage accrued or thereafter accruing.

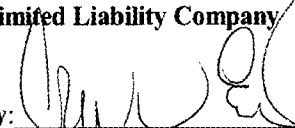
**IN WITNESS WHEREOF**, the said mortgagor has hereunto signed and sealed these presents the day and year first above written.

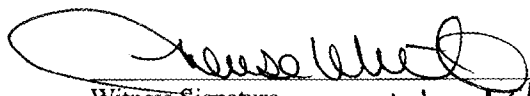
Signed, sealed and delivered in our presence:

  
 Witness Signature 35B w/ Aline Mike  
Pensacola, FL  
32534

  
 Witness Printed Name - Address

**Sunrise Acquisition Services, LLC, a Florida  
 Limited Liability Company**

by:   
 Cynthia V. Edwards, Manager

  
 Witness Signature 35B w/ Aline Mike  
Pensacola, FL  
32534

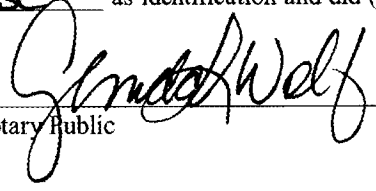
Teresa White  
 Witness Printed Name - Address

BK: 9162 PG: 1020

STATE OF FLORIDA

COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this **24th** day of **May, 2024**, by **Cynthia V. Edwards, Manager of Sunrise Acquisition Services, LLC, a Florida Limited Liability Company** who is personally known to me or has produced driver license as identification and did (did not) take an oath.

  
Notary Public**SEAL**

STATE OF FLORIDA  
NOTARY PUBLIC  
Glenda L. Wolf  
Commission No. HH 54091  
Commission Ex. Oct. 15, 2024

Printed Notary Name



BK: 9162 PG: 1021 Last Page

DATE: May 24th, 2024

**NOTE**

Pensacola, Florida

AMOUNT: \$35,000.00

FOR VALUE RECEIVED the undersigned promises to pay to the order of:

**B & E Holding, LLC, a Wyoming LLC**

the principal sum of \$35,000.00 (Thirty-Five Thousand and 00/100) DOLLARS

together with interest thereon at the rate of 15% (Fifteen and 00/100 percent) per annum from DATE OF EXECUTION HEREOF until maturity, both principal and interest being payable in Lawful Money of the United States, such principal sum and interest payable in installments as follows:

Payable in 48 equal consecutive monthly installments of principal and interest in the amount of \$437.50 each, the first of which shall be due and payable **July 1st, 2024** together with a like installment due on the same date each and every month thereafter until **June 1st, 2028**, when the entire unpaid remaining balance together with accrued interest thereon shall be due and payable. There shall be a 5% Exit Fee. calculated at **\$1,750.00**. **STATE OF FLORIDA DOCUMENTARY STAMPS HAVE BEEN AFFIXED TO THE MORTGAGE SECURING THIS NOTE.**


Such installment payments shall be applied first to the interest accruing under the terms of this note and then to a reduction of the principal indebtedness. The makers and endorsers of this note further agree to waive demand, notice of non-payment and protest, and in the event suit shall be brought for the collection hereof, or the same has to be collected upon demand of an attorney, to pay reasonable attorney's fees for making such collection. All payments hereunder shall bear interest at the rate of 15% (Fifteen and 00/100 percent) per annum from maturity until paid. Any payment made after the 5th day of the month shall be considered late and will incur a 10% upcharge of the overdue payment. This note is secured by a mortgage of even date herewith and is to be construed and enforced according to the laws of the State of Florida; upon default in the payment of principal and/or interest when due, the whole sum of principal and interest remaining unpaid shall at the option of the holders, become immediately due and payable at the highest rate allowed by law. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of subsequent default.

Payable at: 3000 W Nine Mile Rd, Pensacola, FL 32534 or such other place as shall be designated by the holder of this note in writing.

Maker's Address

12501 Lillian Hwy  
Pensacola, FL 32506

Sunrise Acquisition Services, LLC

By:   
Cynthia V Edwards, Manager