



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

0225-54

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	KLOOR KYLE 3205 TOLMAS DR METAIRIE, LA 70002 10118 COMSTOCK AVE 10-2270-200 BEG AT NW COR OF LT 22 BLK 5 QUINA VISTA PB 2 P 68 ELY ALG N LI OF LTS 22 & 21 BLK 5 85 7/10 FT TO N (Full legal attached.)	Certificate #	2022 / 4946
		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)
# 2022/4946	06/01/2022	400.51	20.03	420.54
→ Part 2: Total*				420.54

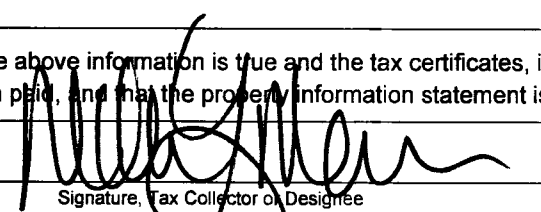
Part 3: Other Certificates Redeemed by Applicant (Other than County)

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)
# 2023/5108	06/01/2023	654.60	6.25	108.01	768.86
Part 3: Total*					768.86

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)	1,189.40
2. Delinquent taxes paid by the applicant	0.00
3. Current taxes paid by the applicant	561.30
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)	2,125.70

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

Sign here: 	Escambia, Florida
Signature, Tax Collector or Designee	Date April 25th, 2024

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

46.25

Part 5: Clerk of Court Certified Amounts (Lines 8-14)	
8. Processing tax deed fee	
9. Certified or registered mail charge	
10. Clerk of Court advertising, notice for newspaper, and electronic auction fees	
11. Recording fee for certificate of notice	
12. Sheriff's fees	
13. Interest (see Clerk of Court Instructions, page 2)	
14. Total Paid (Lines 8-13)	
15. Plus one-half of the assessed value of homestead property, if applicable under s. 197.502(6)(c), F.S.	
16. Statutory opening bid (total of Lines 7, 14, 15, and 16 if applicable)	
Sign here: _____ Date of sale <u>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 NW COR OF LT 22 BLK 5 QUINA VISTA PB 2 P 68 ELY ALG N LI OF LTS 22 & 21 BLK 5 85 7/10 FT TO NE COR OF LT 21 S ALG E LI OF LT 21 59 FT FOR POB WLY PARL TO N LI OF LT 21 60 FT SLY ALG W LI OF LT 21 4 FT WLY 44 12/100 FT TO E LI OF CONSTANCE ST (CASSA MARIA) SLY TO N LI OF COMSTOCK 64 29/100 FT ELY ALG COMSTOCK TO E LI OF LT 21 121 4/10 FT NLY ALG E LI OF LT 21 66 FT TO POB OR 8560 P 1380

APPLICATION FOR TAX DEED

Section 197.502, Florida Statutes

512
R. 12/16

Application Number: 2400500

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
10-2270-200	2022/4946	06-01-2022	BEG AT NW COR OF LT 22 BLK 5 QUINA VISTA PB 2 P 68 ELY ALG N LI OF LTS 22 & 21 BLK 5 85 7/10 FT TO NE COR OF LT 21 S ALG E LI OF LT 21 59 FT FOR POB WLY PARL TO N LI OF LT 21 60 FT SLY ALG W LI OF LT 21 4 FT WLY 44 12/100 FT TO E LI OF CONSTANCE ST (CASSA MARIA) SLY TO N LI OF COMSTOCK 64 29/100 FT ELY ALG COMSTOCK TO E LI OF LT 21 121 4/10 FT NLY ALG E LI OF LT 21 66 FT TO POB OR 8560 P 1380

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



Chris Jones Escambia County Property Appraiser

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[Tangible Property Search](#)

[Sale List](#)

[Back](#)


← Nav. Mode ☒ Account ☐ Parcel ID →

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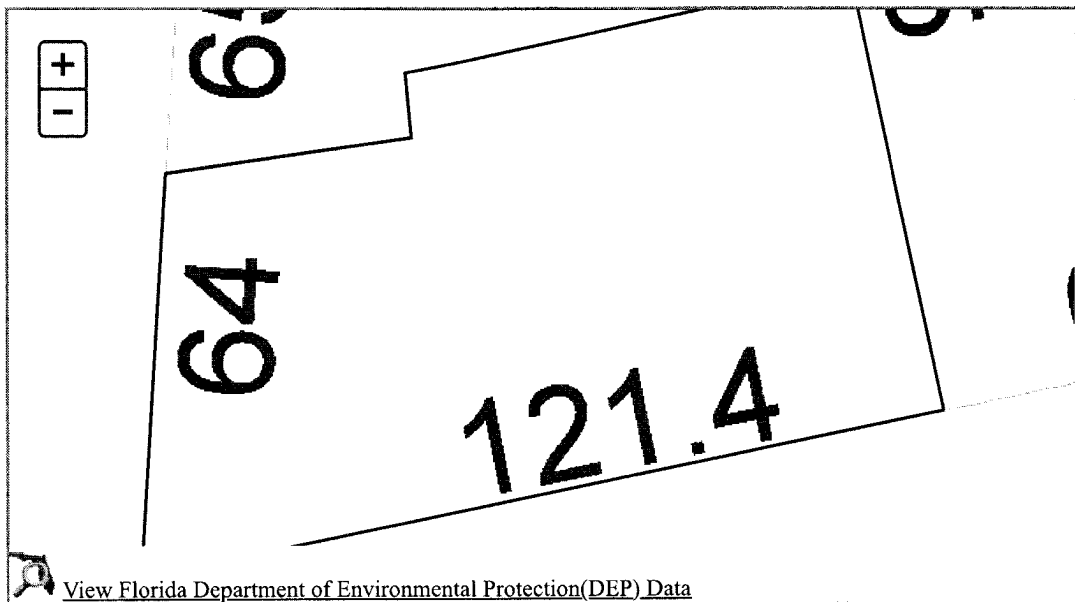
General Information Parcel ID: 2435311102220005 Account: 102270200 Owners: KLOOR KYLE Mail: 3205 TOLMAS DR METAIRIE, LA 70002 Situs: 10118 COMSTOCK AVE 32507 Use Code: VACANT COMMERCIAL Taxing Authority: COUNTY MSTU Tax Inquiry: Open Tax Inquiry Window <small>Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector</small>						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>\$39,951</td> <td>\$0</td> <td>\$39,951</td> <td>\$39,951</td> </tr> <tr> <td>2022</td> <td>\$39,951</td> <td>\$0</td> <td>\$39,951</td> <td>\$39,951</td> </tr> <tr> <td>2021</td> <td>\$26,875</td> <td>\$0</td> <td>\$26,875</td> <td>\$20,831</td> </tr> </tbody> </table> <div style="text-align: center;"> Disclaimer <hr/> Tax Estimator <hr/> File for Exemption(s) Online <hr/> Report Storm Damage </div>						Year	Land	Imprv	Total	Cap Val	2023	\$39,951	\$0	\$39,951	\$39,951	2022	\$39,951	\$0	\$39,951	\$39,951	2021	\$26,875	\$0	\$26,875	\$20,831																																		
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Section
Map Id:
24-35-31

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Evacuation
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Information
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Buildings

Images



11/25/2002 12:00:00 AM

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

Last Updated:05/02/2024 (tc.769)

NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That **MIKON FINANCIAL SERVICES INC AND OCEAN BANK** holder of **Tax Certificate No. 04946**, 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 NW COR OF LT 22 BLK 5 QUINA VISTA PB 2 P 68 ELY ALG N LI OF LTS 22 & 21 BLK 5 85 7/10 FT TO NE COR OF LT 21 S ALG E LI OF LT 21 59 FT FOR POB WLY PARL TO N LI OF LT 21 60 FT SLY ALG W LI OF LT 21 4 FT WLY 44 12/100 FT TO E LI OF CONSTANCE ST (CASSA MARIA) SLY TO N LI OF COMSTOCK 64 29/100 FT ELY ALG COMSTOCK TO E LI OF LT 21 121 4/10 FT NLY ALG E LI OF LT 21 66 FT TO POB OR 8560 P 1380

SECTION 24, TOWNSHIP 3 S, RANGE 31 W

TAX ACCOUNT NUMBER 102270200 (0225-54)

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

KYLE KLOOR

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



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 #: 10-2270-200 CERTIFICATE #: 2022-4946

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: Vicki Campbell

BY

Michael A. Campbell,
As President
Dated: October 9, 2024

PROPERTY INFORMATION REPORT
CONTINUATION PAGE

October 9, 2024

Tax Account #: **10-2270-200**

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

By Virtue of Warranty Deed recorded 6/24/2021 in OR 8560/1380 and Corrective Warranty Deed recorded 8/25/2022 - OR 8847/832

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 Carl R. Laforge, III recorded 9/7/2021 – OR 8612/1313

4. Taxes:

Taxes for the year(s) 2021-2023 are delinquent.

Tax Account #: 10-2270-200

Assessed Value: \$39,951.00

Exemptions: NONE

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

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

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

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

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

CERTIFICATION: TITLE SEARCH FOR TDA

TAX DEED SALE DATE: FEB 5, 2025

TAX ACCOUNT #: 10-2270-200

CERTIFICATE #: 2022-4946

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.

KYLE KLOOR
3205 TOLMAS DR
METAIRIE, LA 70002

CARL R LAFORGE, III
C/O HEIGLE & DISCON
131 AIRLINE DR SUITE 201
METAIRIE, LA 70001

Certified and delivered to Escambia County Tax Collector, this 9th 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 9, 2024

Tax Account #:10-2270-200

LEGAL DESCRIPTION EXHIBIT "A"

**BEG AT NW COR OF LT 22 BLK 5 QUINA VISTA PB 2 P 68 ELY ALG N LI OF LTS 22 & 21 BLK 5
85 7/10 FT TO NE COR OF LT 21 S ALG E LI OF LT 21 59 FT FOR POB WLY PARL TO N LI OF
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SECTION 24, TOWNSHIP 3 S, RANGE 31 W

TAX ACCOUNT NUMBER 10-2270-200(0225-54)

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

Prepared By & Return To:
Lisa Luckerman of
Florida Pros Legal & Title, LLC
1181 S. Sumter Blvd., Suite 345
North Port, FL 34287
Tax ID# 243S311102220005
File #20211894

WARRANTY DEED

Made this 17th day of June, 2021 by Liquid Property Group, LLC, a Delaware
Limited Liability Company, whose mailing address is 701 S. Howard Ave, Suite
106-328, Tampa, FL 33606, hereinafter called the grantor, to Kyle Kloor, a
married man, whose mailing address is:

3205 Tolmas Dr, Metairie, LA 70002

, hereinafter called the grantee,

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

WITNESSETH: that the grantor, for and in consideration of the sum of Eighty
Thousand Dollars and 00/100 (\$80,000.00) and other variable considerations,
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:

See attached for legal

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

TO HAVE AND TO HOLD, the same is fee simple forever.

AND the grantor hereby covenants with said grantee that the grantor is lawfully
seized of said land in fee simple; that the grantor has good right and lawful
authority to sell and convey said land; that the grantor hereby fully warrants the
title to said land and will defend the same against the lawful claims of all
persons whomsoever; and that said land is free of all encumbrances, except
taxes accruing subsequent to 2020.

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

Liquid Property Group, LLC a Delaware
Limited Liability Company


By: John M. Tiffin as Managing

Member

Signed, Sealed and Delivered in Our Presence:

Christina Anderson
Witness #1 Signature

Christina Anderson
Witness #1 Printed Name


Witness #2 Signature

Laura Rodriguez
Witness #2 Printed Name

State of Florida

County of Manatee

The foregoing instrument was acknowledged before me by means of ☒ Physical Presence or ☐ Online Notarization this 17th day of June, 2021 by John M. Tiffin as Managing Member of Liquid Property Group, LLC, a Delaware Limited Liability Company on behalf of the company who is personally known to me or who has/have produced FLDL as identification.

Christina Anderson

Notary Public



Legal Description

Commencing at the Northwest corner of Lot 22, Block 5, Quinavista Subdivision, being a portion of Section 24, Township 3 South, Range 31 West, Escambia County, Florida, according to the plat recorded in Plat Book 2 at Page 68, of the Public Records of said County; thence run in an Easterly direction along the North line of Lots 21 and 22, Block 5, a distance of 85.7 feet to the Northeast corner of Lot 21; thence South along the East line of Lot 21 for a distance of 59 feet for the Point of Beginning; thence Westerly parallel to the North line of Lot 21 a distance of 60 feet; thence Southerly along the West line of Lot 21 a distance of 4 feet; thence Westerly a distance of 44.12 feet to the East line of Constance Street (Casa Maria Lane); thence Southerly to the North line of Comstock Avenue a distance of 64.29 feet; thence Easterly along Comstock Avenue to the East line of Lot 21 for a distance of 121.44 feet; thence Northerly along the East line of Lot 21 a distance of 66 feet to the Point of Beginning.

Prepared By & Return To:
Lisa Luckerman of
Florida Pros Legal & Title, LLC
P.O. Box 1265
Old Town, Fl. 32680
Tax ID #106107-1360
File #20211894

CORRECTIVE WARRANTY DEED

MADE this 18th day of August, 2022 by Liquid Property Group, LLC, a Delaware Limited Liability Company, whose mailing address is 7345 International Place, Suite 106, Sarasota, Fl. 34202, hereinafter called the Grantor, to Kyle Kloor, a married man, whose mailing address 3205 Tolmas Drive, Metairie, LA 70002,

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

WITNESSETH: that the grantor, for and in consideration of the sum of Ten Dollars and 00/100 (\$10.00) and other variable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee all that certain land located in Escambia County, Florida, viz:

See attached for the legal description.

"This deed is being recorded to correct the recording order for the chain of title"

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

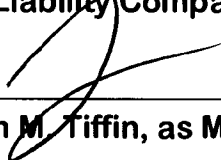
TO HAVE AND TO HOLD, the same is fee simple forever.

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good, right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the

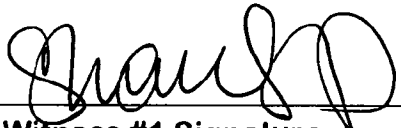
title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to 2021.

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

Grantor: Liquid Property Group, LLC, a Delaware Limited Liability Company


By: John M. Tiffin, as Managing Member

Signed, Sealed and Delivered in Our Presence:


Witness #1 Signature


Shannon Davis
Witness #1 Printed Name


Witness #2 Signature

Christina Anderson
Witness #2 Printed Name

State of FL
County of Manatee

The foregoing instrument was acknowledged before me by means of ☒ Physical Presence or ☐ Online notarization on this 18 day of August, 2022, 2024 by John M. Tiffin, Managing Member, who has/have produced FLDL as identification.


Notary Public

Legal Description

Commencing at the Northwest corner of Lot 22, Block 5, Quinavista Subdivision, being a portion of Section 24, Township 3 South, Range 31 West, Escambia County, Florida, according to the plat recorded in Plat Book 2 at Page 68, of the Public Records of said County; thence run in an Easterly direction along the North line of Lots 21 and 22, Block 5, a distance of 85.7 feet to the Northeast corner of Lot 21; thence South along the East line of Lot 21 for a distance of 59 feet for the Point of Beginning; thence Westerly parallel to the North line of Lot 21 a distance of 60 feet; thence Southerly along the West line of Lot 21 a distance of 4 feet; thence Westerly a distance of 44.12 feet to the East line of Constance Street (Casa Maria Lane); thence Southerly to the North line of Comstock Avenue a distance of 64.29 feet; thence Easterly along Comstock Avenue to the East line of Lot 21 for a distance of 121.44 feet; thence Northerly along the East line of Lot 21 a distance of 66 feet to the Point of Beginning.

Prepared by and After Recording Return to:

R. Jeffrey Boll, Esq.
Coastal Land Title, LLC
14620 Perdido Key Drive, Suite 100
Pensacola, Florida 32507

Parcel ID: 24-3S-31-1102-200-005

(SPACE ABOVE RESERVED FOR CLERK USE)

MORTGAGE AND SECURITY AGREEMENT

STATE OF FLORIDA
COUNTY OF ESCAMBIA

This Mortgage and Security Agreement made this the 26th day of August, 2021, by **Kyle Kloor**, whose address is: 3205 Tolmas Drive, Metairie, LA 70002, (hereinafter referred to as "Mortgagor",

to **Carl R. Laforge, III**, his successors and/or assigns as their respective interests may appear, whose address is: C/O Heigle & Discon, 131 Airline Drive, Suite 201, Metairie, LA 70001, (hereinafter referred to as "Mortgagee").

Witnesseth:

WHEREAS, Mortgagor is indebted to Mortgagee in the principal sum of **SEVENTY FIVE THOUSAND AND 00/100 DOLLARS (\$75,000.00)** together with interest thereon, as evidenced by that certain promissory note of even date herewith, executed by Mortgagor and delivered to Mortgagee, the final payment of which if not sooner called by Mortgagee is due on or before the date as stated therein, (the "Note" which term includes any modification, renewal, extension or alteration thereof), which by reference is made a part hereof to the same extent as though set out in full herein;

NOW, THEREFORE to secure the performance by Mortgagor of all covenants and conditions of the Note, the Loan Agreement, this Mortgage, and all other instruments securing the Note, and all existing or future notes, loans, guaranties, or other indebtedness owed by Mortgagor, or either or any of them, to Mortgagee, including all future advances, obligatory or otherwise, notwithstanding that such indebtedness is secured by other mortgages, and including all expenses or obligations incurred by Mortgagee pursuant to any existing or future mortgage, loan or security agreement, and in order to charge the properties, interests and rights hereinafter described with such payment and performance and for and in consideration of the sum of Ten and no/100 Dollars (\$10.00), Mortgagor does hereby mortgage to Mortgagee and, where applicable, grant a security interest in:

I. The Mortgaged Property

(A) All of the land legally described as follows:

See Exhibit "A" attached hereto and made a part hereof.

The same to have and to hold, together with each and every tenement, hereditament, easement, right, power, privilege, immunity and appurtenance thereunto belonging or in anywise appertaining and the reversion and reversions, remainder and remainders, and also the estate, right, title, interest, homestead, right of dower, separate estate, property, possession and claim whatsoever in law as well as in equity of Mortgagor of, in and to the same in every part and parcel thereof unto Mortgagee in Leasehold.

(B) (i) all personal property and fixtures now or hereafter affixed to or located on the property described in paragraph (A) hereof which is deemed to be fixtures and a part of the real property under applicable law; (ii) all articles or personal property and all materials

delivered to the property described in paragraph (A) hereof for use in any way thereon, and owned by Mortgagor; (iii) all contract rights, general intangibles, actions and rights in action, including all rights to insurance policies and proceeds and all liquor licenses; all equipment including parts accessories, attachments, special tools, additions and accessions thereto, and (iv) all proceeds, products, replacements, additions, substitutions, renewals and accessions of any of the foregoing items. This Mortgage is a self-operative security agreement with respect to the above described property, but Mortgagor agrees to execute and deliver on demand such other security agreements, financing statements and other instruments as Mortgagee may request in order to perfect its security interest or to impose the lien hereof more specifically upon any of such property. Mortgagee shall have all the rights and remedies in addition to those specified herein of a secured party under the Florida Uniform Commercial Code.

(C) All rents, issues, profits, revenue, income, proceeds, and other benefits flowing or derived from the property described in paragraphs (A) and (B) hereof, provided however, that permission is hereby given to Mortgagor so long as no default has occurred hereunder, to collect, receive, and use such benefits from the property as they become due and payable, but not in advance thereof.

Everything referred to in paragraphs (A), (B) and (C) hereof and any additional property hereafter acquired by Mortgagor and subject to the lien of this Mortgage or any part of these properties is herein referred to as the "Mortgaged Property."

PROVIDED ALWAYS, that if Mortgagor shall pay to Mortgagee the Note at the times and in the manner stipulated therein, and in all other instruments securing the Note, and faithfully perform all the covenants and agreements in this Mortgage, the Loan Agreement, and in all other instruments securing the Note, to be kept performed or observed by Mortgagor, then this Mortgage shall cease and be void, but shall otherwise remain in full force and effect.

II. Covenants of Mortgagor

1. **Compliance with Note and Mortgage; Warranty of Title.** Mortgagor shall comply with all provisions hereof, of the Note, the Loan Agreement and of every other instrument securing the Note, and will promptly pay to Mortgagee the principal with interest thereon and all other sums required to be paid by Mortgagor under the Note, the Loan Agreement, this Mortgage and all other instruments securing the Note. Mortgagor is indefeasibly seized of the Mortgaged Property in fee simple and Mortgagor has lawful authority to convey, mortgage and encumber the same as provided by this Mortgage, and does hereby so warrant.

2. **Payment of Taxes and Liens.** Mortgagor shall pay all taxes, HOA assessments, liens, levies, liabilities, obligations and encumbrances of every nature and kind whether now or hereafter imposed, levied or assessed on the Mortgaged Property, this Mortgage or the indebtedness secured hereby. All such payments shall be made when due and payable before they become delinquent and before any interest attaches or any penalty is incurred. Insofar as any such lien or encumbrance is of record the same shall be promptly satisfied or released and evidence of such satisfaction or release shall be given to Mortgagee. **Mortgagee may at its option require Mortgagor to deposit with Mortgagee on the first day of each month, in addition to making payments of principal and interest, until the Note is fully paid, an amount equal to one-twelfth (1/12) of the annual taxes and monthly HOA assessments payable with respect to the Mortgaged Property. Such deposits shall not be, nor be deemed to be, trust funds, but may be commingled with the general funds of Mortgagee, and no interest shall be payable in respect thereof. Upon demand by Mortgagee, Mortgagor shall deliver to Mortgagee such additional monies as are necessary to make up any deficiencies in the amounts necessary to enable Mortgagee to pay such taxes and assessments when due.** In the event of default under any of the terms, covenants and conditions in the Note, the Loan Agreement, this Mortgage or any other instrument securing the Note to be performed or observed by Mortgagor, Mortgagee may apply to the reduction of the sums secured hereby, in such manner as Mortgagee shall determine, any amount under this paragraph remaining to Mortgagor's credit.

3. **Insurance.** Mortgagor shall keep the improvements now existing or hereafter erected on the Mortgaged Property and all parts of the Mortgaged Property insured as may be required from time to time by Mortgagee against perils as may be required by Mortgagee, and to

pay promptly, when due, all premiums for such insurance. All such insurance shall be carried with companies approved by Mortgagee and the policy and renewals thereof shall be held by Mortgagee and have attached thereto loss payable clauses in favor and in form acceptable to Mortgagee. In event of loss, Mortgagor shall give immediate notice by mail to Mortgagee and Mortgagee may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payments for such loss directly to Mortgagee instead of to Mortgagor or to Mortgagee and Mortgagee jointly and the insurance proceeds or any part thereof may be applied by Mortgagee at its option, after deducting therefrom all its expenses including attorney's fees, either to reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. Mortgagee is hereby authorized, at its option, to settle and compromise any claims, awards, damages, rights of action and proceeds, and any other payment or relief under any insurance policy. In the event of foreclosure of this Mortgage or other transfer of title to the Mortgaged Property in extinguishment of the indebtedness secured hereby, all right, title, and interest of Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee. **Mortgagee may at its option require Mortgagor to deposit with Mortgagee on the first day of each month, in addition to making payments of principal and interest, until the Note is fully paid, an amount equal to one-twelfth (1/12) of the annual premiums for all insurance. Such deposits shall not be, nor be deemed to be, trust funds, but may be commingled with the general funds of Mortgagee, and no interest shall be payable in respect thereof. Upon demand by Mortgagee, Mortgagor shall deliver to Mortgagee such additional monies as are necessary to make up any deficiencies in the amounts necessary to enable Mortgagee to pay such premiums when due.** In the event of default under any of the terms, covenants and conditions in the Note, the Loan Agreement, this Mortgage or any other instrument securing the Note to be kept, performed or observed by Mortgagor, Mortgagee may apply to the reduction of the sums secured hereby in such manner as Mortgagee shall determine, any amount under this paragraph remaining to Mortgagor's credit and any return premium received from cancellation of any insurance policy by Mortgagee upon foreclosure of this Mortgage.

4. **Condemnation** If all of any part of the Mortgaged Property shall be damaged or taken through condemnation (which term when used herein shall include any damage or taking by any governmental authority or any other authority authorized by the Laws of the State of Florida or the United States of America to so damage or take, any transfer by private sale in lieu thereof), either temporarily or permanently, then the entire indebtedness and other sums secured hereby shall at the option of Mortgagee, become immediately due and payable. Mortgagee shall, be entitled to all compensation awards, damages, claims rights of actions and proceeds of, or on account of any such damage or taking through condemnation and is hereby authorized, at its option, to commence, appear in and prosecute, in its own or Mortgagor's name, any action or proceeding relating to any condemnation, and to settle or compromise any claim in connection therewith. All such compensation awards, damages, claims, rights of actions and proceeds, and any other payments or relief, and the right thereto, are hereby assigned by Mortgagor to Mortgagee, who, after deducting therefrom all its expenses including attorney's fees may release any monies so received by it without affecting the lien of this Mortgage or may apply the same, in such manner as Mortgagees shall determine, to the reduction of the sums secured hereby and to any prepayment charge provided in the Note, the Loan Agreement, this Mortgage or any other instruments securing the Note. Any balance of such monies then remaining shall be paid to Mortgagor. Mortgagor agrees to execute such further assignments of any compensations, awards, damages, claims, rights of action and proceeds as Mortgagee may require.

5. **Care of Mortgaged Property.** Mortgagor shall nor remove or demolish any building or other property forming a part of the Mortgaged Property without the written consent of Mortgagee, or permit, commit, or suffer any waste, impairment or deterioration of the Mortgaged Property or any part thereof, and shall keep the same and the improvements thereon in good condition and repair. Mortgagor shall notify Mortgagee in writing within five (5) days of any injury, damage, or impairment of or occurring on the Mortgaged Property including, but not limited to, serious injury or loss by death or otherwise occurring on the Mortgaged Property. Mortgagee may, at Mortgagee's discretion, have the Mortgaged Property inspected at the time and Mortgagor shall pay all costs incurred by Mortgagee in executing such inspection.

6. **Mortgagee's Right to Make Certain Payments.** In the event Mortgagor fails to pay and/or discharge the taxes, HOA assessments, liens, levies, liabilities, obligations and

encumbrances, or fails to keep the Mortgaged Property insured or to deliver the policies, premiums paid, or fails to repair the Mortgaged Property as herein agreed, Mortgagee is hereby authorized at its election to pay and/or discharge the taxes, assessments, liens, levies, liabilities, obligations and encumbrances or any part thereof, to procure and pay for such insurance or to make and pay for such repairs, without any obligation on its part to determine the validity and/or necessity thereof, and without Mortgagee waiving or affecting any option, lien, equity or right under or by virtue of this Mortgage. The full amount of each and every such payment made by Mortgagee shall be immediately due and payable by Mortgagor and shall bear interest from the date thereof until paid at the Default Rate, as hereinafter defined, and together with such interest, shall be secured by the lien of this Mortgage. Nothing herein contained shall be construed as requiring Mortgagee to advance or expend monies for any of the purposes mentioned in this paragraph.

7. **Payment of Expenses.** Mortgagor shall pay all the costs charges and expenses, including reasonable attorney's fees, whether incurred at the trial or appellate level, disbursements and costs of abstracts of title, incurred or paid at any time by Mortgagee because and/or in the event of the failure on the part of Mortgagor promptly and fully to perform, comply with and abide by each and every stipulation, agreement, condition and covenant of the Note, the Loan Agreement, this Mortgage and any other instrument securing the Note. Such costs, charges and expenses, shall be immediately due and payable, without notice, demand, and attempt to collect or suit pending. The full amount of each and every such payment shall bear interest from the date thereof until paid at the Default Rate, as hereinafter defined. All such costs, charges and expenses so incurred or paid, together with such interest, shall be secured by the lien of this Mortgage.

8. **No Transfer.** It is understood and agreed by Mortgagor that as part of the inducement to Mortgagee to make the loan evidenced by the Note, Mortgagee has considered and relied on the credit worthiness and reliability of Mortgagor. Mortgagor covenant and agrees not to sell, convey, transfer, lease or further encumber any interest in or any part of the Mortgaged Property without the prior written consent of Mortgagee, and any such sale, conveyance, transfer, lease or encumbrance made without Mortgagee's prior written consent shall be void and a default herein. If any person should obtain an interest in all or any part of the Mortgaged Property pursuant to the execution or enforcement of any lien, security interest or other right, whether superior, equal or subordinate to this Mortgage or the lien hereof, such event shall be deemed to be a transfer by Mortgagor and a default hereunder.

9. **After Acquired Property.** The lien of this mortgage will automatically attach, without further act, to all after acquired property located in or on, or attached to, or used or intended to be used in connection with or with the operation of the Mortgaged Property.

10. **Additional Documents.** At any time and from time to time, upon Mortgagee's request, Mortgagor shall make, execute and deliver or cause to be made, executed and delivered to the Mortgagee and, where appropriate, shall cause to be recorded or filed and from time to time thereafter to be re-recorded or refiled at such time and in such offices and places as shall be deemed desirable by Mortgagee any and all such further mortgages, instruments of further assurance, certificates and other documents as Mortgagee may consider necessary or desirable in order to effectuate, complete, enlarge or perfect, or to continue and preserve the obligations of Mortgagor under the Note and this Mortgage, and the lien of this Mortgage, as a first and prior lien upon all of the Mortgaged Property, whether now owned or hereafter acquired by Mortgagor. Upon any failure by Mortgagor to do so, Mortgagee may make, execute, record, file, re-record or refile any and all such mortgages, instruments, certificates and documents for and in the name of Mortgagor, and Mortgagor hereby irrevocably appoints Mortgagee agent and attorney-in-fact of Mortgagor to do so.

11. **Assignment of Leases and Rents.** Mortgagor hereby assigns, transfers, sets over and pledges to Mortgagee, its successors and assigns, as further security and means for the discharge of the Secured Indebtedness, all leases of all or any part of the Premises now made, executed or delivered, whether written or verbal, or to be hereafter made, be the same written or verbal, and all of the rents, issues and profits of the Premises and the improvements now or hereafter thereon, which rents, issues and profits may become due and payable at any time during the life of this Mortgage when any amount shall be due and unpaid by the Mortgagor hereunder or when the Mortgagor shall otherwise be in default hereunder, whether said rents,

issues and profits shall be due from the present or any future tenants or leases thereof, with full power and authority in Mortgagee or its assigns to collect and receive the same from said tenants or leases or from any real estate agent or other person collecting the same, and to give proper receipts and acquittances therefor and after paying all commissions of any rental agent collecting the same and any attorney's fees and other expenses incurred in collecting the same to apply the net proceeds of such collections upon any and all indebtedness, obligations, undertakings or liabilities of the Mortgagor hereunder.

III. Events of Default

Any one of the following shall constitute an event of default:

12. (a) Failure by Mortgagor to pay, as and when due and payable, any installments of principal or interest due under the Note, or any deposits for taxes and assessments or insurance premiums due hereunder, or any other sums to be paid by Mortgagor hereunder, or under the Loan Agreement or any other instrument securing the Note.

(b) Failure by Mortgagor to duly keep, perform and observe any covenant, condition or agreement in the Note, the Loan Agreement, this Mortgage, or any other instrument securing the Note.

(c) If either Mortgagor or any guarantor or endorser of the Note: (i) files a voluntary petition in bankruptcy, or (ii) is adjudicated as a bankrupt or insolvent, or (iii) files any petition or answer seeking or acquiescing in any reorganization, management, composition, readjustment, liquidation, dissolution or similar relief for itself under any law relating to bankruptcy, insolvency or other relief for debtors, or (iv) seeks, consents to or acquiesces in the appointment of any trustee, receiver, master or liquidator of itself or of all or any part of the Mortgaged Property, or (v) makes any general assignment for the benefit of creditors, or (vi) makes any admissions in writing of its inability to pay its debts generally as they become due; or (vii) a court of competent jurisdiction enters an order, judgment or decree approving a petition filed against it seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future federal, state, or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, which order, judgment or decree remains unvacated and unstayed for an aggregate of sixty (60) days whether or not consecutive from the date of entry thereof; or (viii) any trustee, receiver or liquidator of it or of any part of the Mortgaged Property is appointed without the prior written consent of Mortgagee, which appointment shall remain unvacated and unstayed for an aggregate of sixty (60) days whether or not consecutive.

(d) Any breach of warranty or material untruth of any representation of Mortgagor contained in the Note, the Loan Agreement, this Mortgage or any other instrument securing the Note.

(e) An event of default under any existing or future notes, loans, advances, guaranties, or other indebtedness owed to the Mortgagee by the Mortgagor, or any or either of them, or under any instrument securing such indebtedness.

IV. Remedies of Mortgagee

13. **Acceleration.** If an event of default shall have occurred, Mortgagee may declare the outstanding principal amount of the Note and the interest accrued thereon, and all other sums secured hereby, to be due and payable immediately, and upon such declaration such principal and interest and other sums shall immediately become due and payable without demand, notice or presentment for payment, unless otherwise provided in the Loan Agreement.

14. **Other Remedies.** If an event of default shall have occurred, Mortgagee may proceed by suit or suits at law or in equity or by any other appropriate proceeding or remedy: (a) to enforce payment of the Note or the performance of any term hereof or any other right; (b) to foreclose this Mortgage and to sell, as an entirety or in separate lots or parcels, the Mortgaged Property under the judgment or decree of a court or courts of competent jurisdiction; (c) to collect all rents, issues, profits, revenues, income, proceeds or other benefits from the Mortgaged Property; (d) to seek appointment of a receiver to enter upon

and take possession of the Mortgaged Property and to collect all rents, issues, profits, revenues, income or other benefits thereof and apply the same as the Court may direct and such receiver shall have all rights and powers permitted under law; and (e) to pursue any other remedy available to it, including, but not limited to: (i) taking possession of the Mortgaged Property without notice or hearing to Mortgagor, (ii) reasonable attorneys' fees (before trial, at trial, or on appeal), (iii) the cost of an environmental audit; and (iv) the cost of a title abstract or other search for the Property. Mortgagee shall take action either by such proceedings or by the exercise of its power with respect to entry or taking possession, or both as Mortgagee may determine.

15. **No Waiver.** No delay or omission of Mortgagee or of any holder of the Note and Mortgage to exercise any right, power or remedy accruing upon any event of default shall exhaust or impair any such right, power or remedy or be construed as a waiver of any such event of default or constitute acquiescence therein.

16. **Non-Exclusive Remedies.** No right, power or remedy conferred upon or reserved to Mortgagee by the Note, the Loan Agreement, this Mortgage or any other instrument securing the Note is exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power or remedy given hereunder or under the Note, the Loan Agreement, or any other instrument securing the Note, or now or hereafter existing at law, in equity or by statute.

V. Miscellaneous

17. **Successors and Assigns Bound.** Whenever one of the parties hereto is named or referred to herein, the heirs, personal representative, successors and assigns of such party shall be included and all covenants and agreements contained in this Mortgage, by or on behalf of Mortgagor or Mortgagee, shall bind and inure to the benefit of their respective heirs, personal representatives, successors and assigns.

18. **Invalid or Unenforceable.** In the event that any of the covenants, agreements, terms or provisions contained in the Note, this Mortgage or any other instrument securing the Note shall be invalid, illegal or unenforceable in any respect, the validity of the remaining covenants, agreement, terms or provisions contained herein and in the Note and any other instrument securing the Note shall be in no way affected, prejudiced or disturbed thereby.

19. **Future Advances.** This Mortgage does not contain a provision for future advances.

20. **Obligation of Mortgagor.** Mortgagor shall pay the cost of releasing or satisfying this Mortgage of record.

21. **Default Rate.** The Default Rate shall be interest at the maximum rate permitted by applicable law, whether now or hereafter in effect.

22. **Compliance with Environmental Laws.**

(A) **Hazardous Waste.** "Hazardous Waste" shall mean and include those elements or compounds which are contained in the list of hazardous substances adopted by the United States Environmental Protection Agency (EPA) and the list of toxic pollutants designated by Congress or the EPA or defined by any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material as now or at any time in effect.

(B) **Representations and Warranties.** Mortgagor specifically represents and warrants that the use and operation of the Mortgaged Property comply with all applicable environmental laws, rules and regulations, including without limitation, the Federal Resource Conservation and Recovery Act and the Comprehensive Environmental Response Compensation and Liability Act of 1980, and all amendments and supplements thereto and Mortgagor shall continue to comply therewith at all times. Specifically, and without limiting the generality of the foregoing, there are not now and there shall not in the future be any Hazardous Waste located or

stored in, upon or at the Mortgaged Property, and there are not now nor shall there be at any time any releases or discharges from the Mortgaged Property.

(C) **Indemnification.**

1. Mortgagor hereby agrees to indemnify Mortgagee and hold Mortgagee harmless from and against any and all losses, liabilities, including strict liability, damages, injuries, expenses, including attorneys' fees for attorneys of Mortgagee's choice, costs of any settlement or judgment and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against, Mortgagee by any person or entity or governmental agency for, with respect to, or as a direct or indirect result, the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission or release from the Mortgaged Property of any Hazardous Waste (including without limitation, any losses, liabilities, including strict liability, damages, injuries, expenses, including attorneys' fees for attorneys of Mortgagee's choice, costs of any settlement or judgment or claims asserted or arising under the Comprehensive Environmental Response, Compensation and Liability Act, any federal, state or local "Superfund" or "Superlien" laws and any and all other statutes, laws, ordinances, codes, rules, regulations, orders or decrees regulating, with respect to or imposing liability, including strict liability, substances or standards of conduct concerning any hazardous waste), regardless of whether within Mortgagor's control.

2. The foresaid indemnification and hold harmless agreement shall benefit Mortgagee from the date hereof and shall continue notwithstanding payment, release or discharge of this Mortgage or the Indebtedness, and, without limiting the generality of the foregoing, such obligations shall continue for the benefit of Mortgagee and any subsidiary of Mortgagee during and following any possession of the Mortgaged Property thereby or any ownership of the Mortgaged Property thereby, whether arising by foreclosure or deed in lieu of foreclosure or otherwise, such indemnification and hold harmless agreement to continue forever.

(D) **Notice of Environmental Complaint.** If Mortgagor shall receive any notice of: (i) the happening of any material event involving the spill, release, leak, seepage, discharge or cleanup of any Hazardous Waste on the Land or in connection with Mortgagor's operations thereon, or (ii) any complaint, order, citation or material notice with regard to air emissions, water discharges or any other environmental health or safety matters affecting Mortgagor (an "Environmental Complaint") from any person or entity, then Mortgagor immediately shall notify Mortgagee orally and in writing of said notice.

(E) **Mortgagee's Reserved Rights.** In the event of receipt of an Environmental Complaint, Mortgagee shall have the right, but not the obligation (and without limitation of Mortgagee's rights under this Mortgage) to enter onto the Mortgaged Property or to take such other actions as it shall deem necessary or advisable to clean up, remove, resolve or minimize the impact of, or otherwise deal with, any such Hazardous Waste or Environmental Complaint following receipt of any notice from any person or entity having jurisdiction asserting the existence of any Hazardous Waste or an Environmental Complaint pertaining to the Mortgaged Property or any part thereof which, if true, could result in an order, suit or other action against Mortgagor and/or which, in Mortgagee's sole opinion, could jeopardize its security under this Mortgage. All reasonable costs and expenses incurred by Mortgagee in the exercise of any such rights shall be secured by this Mortgage and shall be payable by Mortgagor upon demand.

(F) **Environmental Audits.** If Mortgagee shall have reason to believe that Hazardous Waste has been discharged on the Mortgaged Property, Mortgagee shall have the right, in its sole discretion, to require Mortgagor to perform periodically to Mortgagee's satisfaction (but not more frequently than annually unless an Environmental Complaint shall be then outstanding), at Mortgagor's expense, an environmental audit and, if deemed necessary by Mortgagee, an environmental risk assessment of: (i) the Mortgaged Property; (ii) hazardous waste management practices, and/or (iii) Hazardous Waste disposal sites used by Mortgagor. Said audit and/or risk assessment must be by an environmental consultant satisfactory to Mortgagee. Should Mortgagor fail to perform any such environmental audit or risk assessment within thirty (30) days after Mortgagee's request, Mortgagee shall have the right to retain an environmental consultant to perform such environmental audit or risk assessment.

All costs and expenses incurred by Mortgagee in the exercise of such rights shall be secured by this Mortgage and shall be payable by Mortgagor upon demand.


(G) **Breach.** Any breach of any warranty, representation or agreement contained in this Section shall be an Event of Default and shall entitle Mortgagee to exercise any and all remedies provided in this instrument, or otherwise permitted by law.

23. **WAIVER OF RIGHT TO JURY TRIAL.** Mortgagor and Mortgagee both agree that neither, nor their heirs, successors, or assigns (The "Parties"), will seek a jury trial in any law suit, proceeding, counterclaim, or any other litigation procedure based on or arising out of this Mortgage or the Note. None of the parties will seek to consolidate any such action in which a jury trial has been waived with any other in which a jury trial cannot be or has been waived. Mortgagor acknowledges that the provisions of this paragraph have been fully negotiated by Mortgagor and Mortgagee, are a material inducement for the loan, the repayment of which is secured by this Mortgage, and shall be subject to no exceptions.

24. **Assignability.** This Mortgage and the accompanying Promissory Note are assignable by the Mortgagee/Lender.

IN WITNESS WHEREOF, the undersigned has executed this instrument this the 26th day of August, 2021.

MORTGAGOR:



Kyle Kloor

STATE OF LOUISIANA

PARISH OF Jefferson

The foregoing instrument was acknowledged before me this 26th day of August, 2021, by **Kyle Kloor**, who is personally known to me or who has produced a driver's license as identification.

(NOTARY SEAL)



NOTARY PUBLIC
PRINT NAME: _____
My Commission Expires: _____

J. GERARD DISCON
Notary Public - Louisiana
Louisiana Bar No. 30481
My Commission is issued For Life

EXHIBIT "A"

Commencing at the Northwest corner of Lot 22, Block 5, Quinavista Subdivision, being a portion of Section 24, Township 3 South, Range 31 West, Escambia County, Florida, according to the plat recorded in Plat Book 2 at Page 68, of the Public Records of said County; thence run in an Easterly direction along the North line of Lots 21 and 22, Block 5, a distance of 85.7 feet to the Northeast corner of Lot 21; thence South along the East line of Lot 21 for a distance of 59 feet for the Point of Beginning; thence Westerly parallel to the North line of Lot 21 a distance of 60 feet; thence Southerly along the West line of Lot 21 a distance of 4 feet; thence Westerly a distance of 44.12 feet to the East line of Constance Street (Casa Maria Lane); thence Southerly to the North line of Comstock Avenue a distance of 64.29 feet; thence Easterly along Comstock Avenue to the East line of Lot 21 for a distance of 121.44 feet; thence Northerly along the East line of Lot 21 a distance of 66 feet to the Point of Beginning.

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

**CERTIFICATE OF NOTICE OF MAILING
NOTICE OF APPLICATION FOR TAX DEED**

CERTIFICATE # 04946 of 2022

I, PAM CHILDERS, CLERK OF THE CIRCUIT COURT OF ESCAMBIA COUNTY, FLORIDA, do hereby certify that I did on December 19, 2024, mail a copy of the foregoing Notice of Application for Tax Deed, addressed to:

KYLE KLOOR
3205 TOLMAS DR
METAIRIE, LA 70002

CARL R LAFORGE
C/O HEIGLE & DISCON
131 AIRLINE DR SUITE 201
METAIRIE, LA 70001

WITNESS my official seal this 19th day of December 2024.



PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

By:
Emily Hogg
Deputy Clerk

WARNING

THERE ARE UNPAID TAXES ON PROPERTY WHICH YOU OWN OR IN WHICH YOU HAVE A LEGAL INTEREST. THE PROPERTY WILL BE SOLD AT PUBLIC AUCTION ON February 5, 2025, UNLESS THE TAXES ARE PAID. SHOULD YOU NEED FURTHER INFORMATION CONTACT THE CLERK OF THE CIRCUIT COURT IMMEDIATELY AT 850-595-3793.

NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That **MIKON FINANCIAL SERVICES INC AND OCEAN BANK** holder of **Tax Certificate No. 04946**, 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 NW COR OF LT 22 BLK 5 QUINA VISTA PB 2 P 68 ELY ALG N LI OF LTS 22 & 21 BLK 5 85 7/10 FT TO NE COR OF LT 21 S ALG E LI OF LT 21 59 FT FOR POB WLY PARL TO N LI OF LT 21 60 FT SLY ALG W LI OF LT 21 4 FT WLY 44 12/100 FT TO E LI OF CONSTANCE ST (CASSA MARIA) SLY TO N LI OF COMSTOCK 64 29/100 FT ELY ALG COMSTOCK TO E LI OF LT 21 121 4/10 FT NLY ALG E LI OF LT 21 66 FT TO POB OR 8560 P 1380

SECTION 24, TOWNSHIP 3 S, RANGE 31 W

TAX ACCOUNT NUMBER 102270200 (0225-54)

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

KYLE KLOOR

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 16th day of December 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

WARNING

THERE ARE UNPAID TAXES ON PROPERTY WHICH YOU OWN OR IN WHICH YOU HAVE A LEGAL INTEREST. THE PROPERTY WILL BE SOLD AT PUBLIC AUCTION ON February 5, 2025, UNLESS THE TAXES ARE PAID. SHOULD YOU NEED FURTHER INFORMATION CONTACT THE CLERK OF THE CIRCUIT COURT IMMEDIATELY AT 850-595-3793.

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Dated this 13th day of December 2024.

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Post Property:

10118 COMSTOCK AVE 32507



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

By:
Emily Hogg
Deputy Clerk

ESCAMBIA COUNTY SHERIFF'S OFFICE
ESCAMBIA COUNTY, FLORIDA

NON-ENFORCEABLE RETURN OF SERVICE

0225 54

Document Number: ECSO24CIV043567NON

Agency Number: 25-002246

Court: TAX DEED

County: ESCAMBIA

Case Number: CERT NO 04946 2022

Attorney/Agent:

PAM CHILDERS
CLERK OF COURT
TAX DEED

Plaintiff: RE: KYLE KLOOR

Defendant:

Type of Process: NOTICE OF APPLICATION FOR TAX DEED

Received this Writ on 12/20/2024 at 9:05 AM and served same at 9:18 AM on 12/26/2024 in ESCAMBIA COUNTY, FLORIDA, by serving POST PROPERTY , the within named, to wit: , .

POSTED TO THE PROPERTY AS INSTRUCTED BY THE CLERKS OFFICE

CHIP W SIMMONS, SHERIFF
ESCAMBIA COUNTY, FLORIDA

By: _____

D Nelson 925

D. NELSON, CPS

Service Fee: \$40.00

Receipt No: BILL

Printed By: LCMITCHE

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Dated this 13th day of December 2024.

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Post Property:

10118 COMSTOCK AVE 32507



PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

By:
Emily Hogg
Deputy Clerk

KYLE KLOOR [0225-54]
3205 TOLMAS DR
METAIRIE, LA 70002

CARL R LAFORGE [0225-54]
C/O HEIGLE & DISCON
131 AIRLINE DR SUITE 201
METAIRIE, LA 70001

9171 9690 0935 0128 1018 39

9171 9690 0935 0128 1018 46

Contact
Family



Scott Lunsford, CFC • Escambia County Tax Collector

EscambiaTaxCollector.com

facebook.com/ECTaxCollector

twitter.com/escambiatc



2024

REAL ESTATE

TAXES

Notice of Ad Valorem and Non-Ad Valorem Assessments

SCAN TO PAY ONLINE

ACCOUNT NUMBER	MILLAGE CODE	ESCROW CODE	PROPERTY REFERENCE NUMBER
10-2270-200	06		243S311102220005

PROPERTY ADDRESS:
10118 COMSTOCK AVE

EXEMPTIONS:

KLOOR KYLE
3205 TOLMAS DR
METAIRIE, LA 70002

PRIOR YEAR(S) TAXES OUTSTANDING

22/4946

AD VALOREM TAXES

TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION AMOUNT	TAXABLE AMOUNT	TAXES LEVIED
COUNTY	6.6165	39,951	0	39,951	264.34
PUBLIC SCHOOLS					
BY LOCAL BOARD	1.7520	39,951	0	39,951	69.99
BY STATE LAW	3.0950	39,951	0	39,951	123.65
WATER MANAGEMENT	0.0218	39,951	0	39,951	0.87
SHERIFF	0.6850	39,951	0	39,951	27.37
M.S.T.U. LIBRARY	0.3590	39,951	0	39,951	14.34
ESCAMBIA CHILDRENS TRUST	0.4043	39,951	0	39,951	16.15

TOTAL MILLAGE 12.9336

AD VALOREM TAXES \$516.71

LEGAL DESCRIPTION

NON-AD VALOREM ASSESSMENTS

LEGAL DESCRIPTION	TAXING AUTHORITY	RATE	AMOUNT
BEG AT NW COR OF LT 22 BLK 5 QUINA VISTA PB 2 P 68 ELY ALG N LI OF LTS 22 & 21 B See Additional Legal on Tax Roll	FP FIRE PROTECTION		15.03
NON-AD VALOREM ASSESSMENTS			\$15.03

Pay online at EscambiaTaxCollector.com

Payments must be in U.S. funds drawn from a U.S. bank

COMBINED TAXES AND ASSESSMENTS \$531.74

If Paid By Please Pay	Jan 31, 2025 \$521.11	Feb 28, 2025 \$526.42	Mar 31, 2025 \$531.74
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RETAIN FOR YOUR RECORDS

2024 REAL ESTATE TAXES

DETACH HERE AND RETURN THIS PORTION WITH YOUR PAYMENT

Make checks payable to:

Scott Lunsford, CFC
Escambia County Tax Collector

P.O. BOX 1312
PENSACOLA, FL 32591

Pay online at EscambiaTaxCollector.com

PRIOR YEAR(S) TAXES
OUTSTANDING

Payments in U.S. funds from a U.S. bank

PAY ONLY ONE AMOUNT

AMOUNT IF PAID BY	Jan 31, 2025 521.11
AMOUNT IF PAID BY	Feb 28, 2025 526.42
AMOUNT IF PAID BY	Mar 31, 2025 531.74
AMOUNT IF PAID BY	
AMOUNT IF PAID BY	

DO NOT FOLD, STAPLE, OR MUTILATE

ACCOUNT NUMBER

10-2270-200

PROPERTY ADDRESS

10118 COMSTOCK AVE

KLOOR KYLE
3205 TOLMAS DR
METAIRIE, LA 70002

1 102270200 2024 0

THE SUMMATION WEEKLY

A Weekly Publication of the Escambia-Santa Rosa Bar Association Since 2014

NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That MIKON FINANCIAL SERVICES INC AND OCEAN BANK holder of Tax Certificate No. 04946, 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:

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TAX ACCOUNT NUMBER 102270200
(0225-54)

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

KYLE KLOOR

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 19th day of December 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

4WR1/1-1/22TD

Name: Emily Hogg, Deputy Clerk
Order Number: 7637
Order Date: 12/26/2024
Number Issues: 4
Pub Count: 1
First Issue: 1/1/2025
Last Issue: 1/22/2025
Order Price: \$200.00
Publications: The Summation Weekly
Pub Dates: The Summation Weekly: 1/1/2025, 1/8/2025, 1/15/2025, 1/22/2025


Emily Hogg, Deputy Clerk
First Judicial Circuit, Escambia County
190 W. Government St.
Pensacola FL 32502
USA

Before the undersigned authority personally appeared Malcolm Ballinger who under oath says that he is the Legal Administrator and Publisher of The Summation Weekly Newspaper published at Pensacola in Escambia & Santa Rosa County, Florida; that the attached copy of the advertisement, being a notice in the matter of

2022 TD 04946 MIKON FINANCIAL SERVICES INC AND OCEAN BANK - K. Kloor

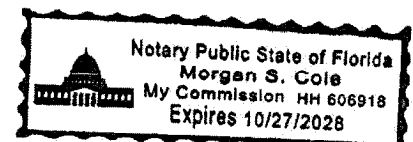
was published in said newspaper in and was printed and released from 1/1/2025 until 1/22/2025 for a consecutive 4 weeks.

Affiant further says that the said Summation Weekly is a newspaper published at Pensacola, in said Escambia & Santa Rosa Counties, Florida, and that the said newspaper has heretofore been continuously published in said Escambia & Santa Rosa Counties, Florida each week and has been entered as second class mail matter at the post office in Pensacola, in said Escambia County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication of the said newspaper.

X 
MALCOLM BALLINGER,
PUBLISHER FOR THE SUMMATION WEEKLY
STATE OF FLORIDA COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me by means of [X] physical presence or [] online notarization, on 1/22/2025, by MALCOLM BALLINGER, who is personally known to me.

X 
NOTARY PUBLIC



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**

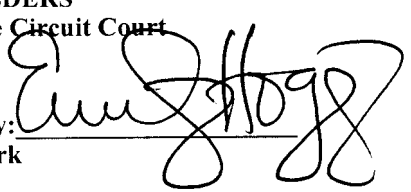
CLERK TO THE BOARD OF
COUNTY COMMISSIONERS
OFFICIAL RECORDS
COUNTY TREASURY
AUDITOR

**PAM CHILDERS, CLERK OF THE CIRCUIT COURT
Tax Certificate Redeemed From Sale
Account: 102270200 Certificate Number: 004946 of 2022**

Payor: KELLY KLOOR 3205 TOLMAS DR METAIRIE LA 70002 Date 2/4/2025

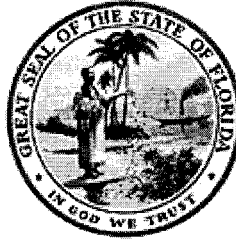
Clerk's Check #	1	Clerk's Total	\$524.40
Tax Collector Check #	1	Tax Collector's Total	\$2,450.81
		Postage	\$16.40
		Researcher Copies	\$0.00
		Recording	\$10.00
		Prep Fee	\$7.00
		Total Received	\$3,008.61

PAM CHILDERS
Clerk of the Circuit Court

Received By: 
Deputy Clerk

Escambia County Government Complex • 221 Palafox Place Ste 110 • PENSACOLA, FLORIDA 32502
(850) 595-3793 • FAX (850) 595-4827 • <http://www.clerk.co.escambia.fl.us>

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



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

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

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

Case # 2022 TD 004946

Redeemed Date 2/4/2025

Name KELLY KLOOR 3205 TOLMAS DR METAIRIE LA 70002

Clerk's Total = TAXDEED	\$524.40
Due Tax Collector = TAXDEED	\$2,450.81
Postage = TD2	\$16.40
ResearcherCopies = TD6	\$0.00
Release TDA Notice (Recording) = RECORD2	\$10.00
Release TDA Notice (Prep Fee) = TD4	\$7.00

• For Office Use Only

Date	Docket	Desc	Amount Owed	Amount Due	Payee Name
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FINANCIAL SUMMARY

No Information Available - See Dockets

Search Property	Property Sheet	Lien Holder's	Redeem	Forms	Courtview	Benchmark
Redeemed From Sale						



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

Tax Deed - Redemption Calculator

Account: 102270200 Certificate Number: 004946 of 2022

Redemption ☒ Yes ☐ No Application Date Interest Rate

	Final Redemption Payment ESTIMATED	Redemption Overpayment ACTUAL
	Auction Date <input type="text" value="2/5/2025"/>	Redemption Date <input type="text" value="2/4/2025"/>
Months	10	10
Tax Collector	<input type="text" value="\$2,125.70"/>	<input type="text" value="\$2,125.70"/>
Tax Collector Interest	\$318.86	\$318.86
Tax Collector Fee	<input type="text" value="\$6.25"/>	<input type="text" value="\$6.25"/>
Total Tax Collector	\$2,450.81	<input type="text" value="\$2,450.81"/> <i>TK</i>
Record TDA Notice	<input type="text" value="\$17.00"/>	<input type="text" value="\$17.00"/>
Clerk Fee	<input type="text" value="\$119.00"/>	<input type="text" value="\$119.00"/>
Sheriff Fee	<input type="text" value="\$120.00"/>	<input type="text" value="\$120.00"/>
Legal Advertisement	<input type="text" value="\$200.00"/>	<input type="text" value="\$200.00"/>
App. Fee Interest	\$68.40	<input type="text" value="\$68.40"/>
Total Clerk	\$524.40	<input type="text" value="\$524.40"/> <i>CH</i>
Release TDA Notice (Recording)	<input type="text" value="\$10.00"/>	<input type="text" value="\$10.00"/>
Release TDA Notice (Prep Fee)	<input type="text" value="\$7.00"/>	<input type="text" value="\$7.00"/>
Postage	<input type="text" value="\$16.40"/>	<input type="text" value="\$16.40"/>
Researcher Copies	<input type="text" value="\$0.00"/>	<input type="text" value="\$0.00"/>
Total Redemption Amount	\$3,008.61	\$3,008.61
	Repayment Overpayment Refund Amount	\$0.00