

### **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

1124-27

Part 1: Tax Deed	Application Info	rmation					1127-01
Applicant Name Applicant Address	ASSEMBLY TAX 3 ASSEMBLY TAX 3 PO BOX 12225 NEWARK, NJ 07	6, LLC 6 LLC FB(	O SEC PTY		Appli	cation date	Apr 11, 2024
Property description	OSBORN JASON OSBORN JASON 981 GRINDSTONE	M REVOCA		ST	Certi	ficate #	2022 / 5336
	CANTONMENT, FL 32533 981 GRINDSTONE LN 11-0204-105 LOT 14 BLOCK C ROBINSONS MILL PB 18 P 98/98A OR 6950 P 1420			Date certificate issued		06/01/2022	
Part 2: Certificat	es Owned by App	olicant an	d Filed w	ith Tax Deed	Appli	cation	
Column 1 Certificate Numbe	Colum er Date of Certif			olumn 3 unt of Certificate		Column 4 Interest	Column 5: Total (Column 3 + Column 4)
# 2022/5336	06/01/2	022		2,958.02		147.90	3,105.92
						→Part 2: Total*	3,105.92
Part 3: Other Cei	rtificates Redeem	ed by Ap	plicant (C	ther than Co	unty)		
Column 1 Certificate Number	Column 2 Date of Other Certificate Sale	Face A	umn 3 Amount of Certificate	Column 4 Tax Collector's I	Fee	Column 5 Interest	Total (Column 3 + Column 4 + Column 5)
# 2023/5498	06/01/2023		2,973.04		6.25	190.77	3,170.06
						Part 3: Total*	3,170.06
Part 4: Tax Colle	ector Certified An	noun <b>ts</b> (L	ines 1-7)		es de de		
Cost of all certi	ficates in applicant's	possessio	on and other			d by applicant f Parts 2 + 3 above)	6,275.98
2. Delinquent tax	es paid by the applic	ant					0.00
3. Current taxes p	paid by the applicant	***					2,835.10
4. Property inform	nation report fee						200.00
5. Tax deed appli	cation fee		· · ·				175.00
6. Interest accrue	d by tax collector un	der s.197.	542, F.S. (s	ee Tax Collecto	r Instr	uctions, page 2)	0.00
7.	,				Tot	al Paid (Lines 1-6)	9,486.08
certify the above in	nformation is true and	the tax co	ertificates, ir	nterest, property attached.	/ inform	nation report fee, an	d tax collector's fees
Sign here:			·		D	<u>Escambia,</u> Florida ate <u>April</u> 22nd, 2	
Signa	ture, Tax Collector or Des	ign <b>ee</b>					

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



Pai	t 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.	111,439.50
16.	Statutory opening bid (total of Lines 7, 14, 15, and 16 if applicable)	
ļ		
Sign h	ere:  Signature, Clerk of Court or Designee  Date of sale11/06/20	024

### INSTRUCTIONS +G. 25

#### Tax Collector (complete Parts 1-4)

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

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

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

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

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

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

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

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

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

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

#### Clerk of Court (complete Part 5)

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

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

## **APPLICATION FOR TAX DEED**

Section 197.502, Florida Statutes

512 R. 12/16

Application Number: 2400164

04-11-2024 Application Date

To: Tax Collector of ESCAMI	BIA COUNTY,	Florida	
I, ASSEMBLY TAX 36, LLC ASSEMBLY TAX 36 LLC FBO SEC PO BOX 12225 NEWARK, NJ 07101-3411,			
hold the listed tax certificate and h	ereby surrender the sa	ame to the Tax (	Collector and make tax deed application thereon
Account Number	Certificate No.	Date	Legal Description
11-0204-105	2022/5336	06-01-2022	LOT 14 BLOCK C ROBINSONS MILL PB 18 P 98/98A OR 6950 P 1420
I agree to:			
<ul> <li>pay any current taxes, if</li> </ul>	due and		
<ul> <li>redeem all outstanding t</li> </ul>	ax certificates plus inte	rest not in my p	ossession, and
<ul> <li>pay all delinquent and o</li> </ul>			
	es, property information		lerk of the Court costs, charges and fees, and
Attached is the tax sale certificate which are in my possession.	on which this application	on is based and	all other certificates of the same legal description

Electronic signature on file ASSEMBLY TAX 36, LLC

NEWARK, NJ 07101-3411

PO BOX 12225

ASSEMBLY TAX 36 LLC FBO SEC PTY

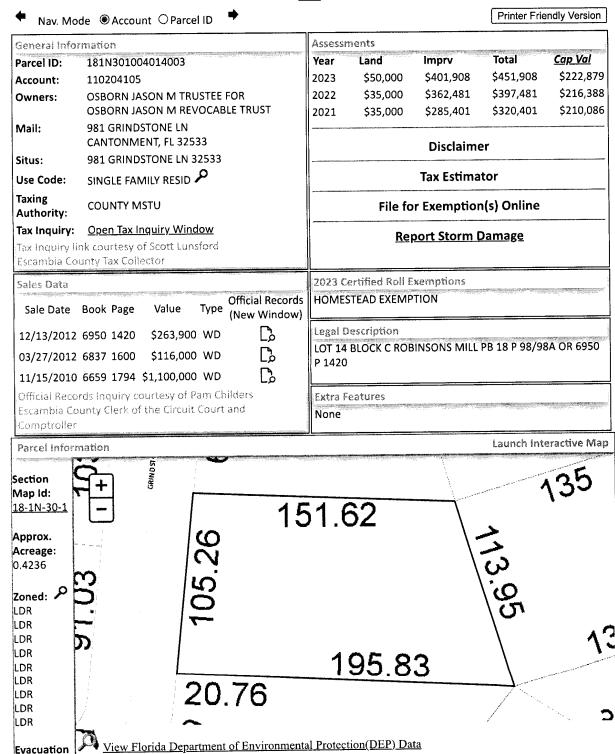
Applicant's signature

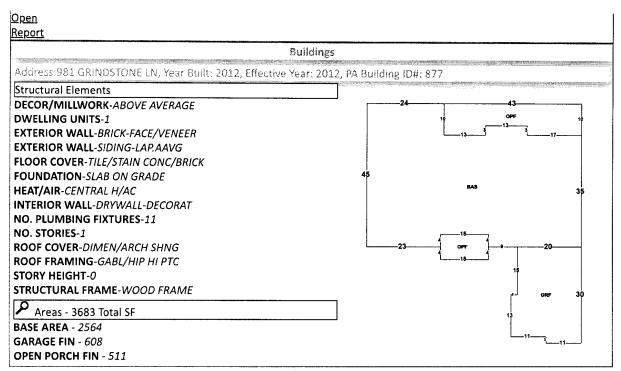
**Real Estate Search** 

& Flood Information **Tangible Property Search** 

Sale List

**Back** 





images



4/21/2022 12:00:00 AM

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

Last Updated:04/26/2024 (tc.2218)

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2024031843 4/29/2024 2:46 PM
OFF REC BK: 9138 PG: 529 Doc Type: TDN

### NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That **ASSEMBLY TAX 36 LLC** holder of **Tax Certificate No. 05336**, 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:

LOT 14 BLOCK C ROBINSONS MILL PB 18 P 98/98A OR 6950 P 1420

SECTION 18, TOWNSHIP 1 N, RANGE 30 W

TAX ACCOUNT NUMBER 110204105 (1124-27)

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

#### JASON M OSBORN TRUSTEE FOR JASON M OSBORN REVOCABLE TRUST

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 November, which is the 6th day of November 2024.

Dated this 29th day of April 2024.

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

COUNTY TUBE

PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA



#### PROPERTY INFORMATION REPORT

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

THE ATTACHED	REPORT IS ISSUED TO:			
SCOTT LUNSFOR	D, ESCAMBIA COUNTY TAX	COLLECTOR		
TAX ACCOUNT #	11-0204-105	CERTIFICATE #:	2022-53	36
REPORT IS LIMIT	NOT TITLE INSURANCE. THE ED TO THE PERSON(S) EXPR EPORT AS THE RECIPIENT(S)	ESSLY IDENTIFIED B	Y NAME IN THE	E <b>PROPERTY</b>
listing of the owner tax information and encumbrances recor title to said land as l	t prepared in accordance with the (s) of record of the land described a listing and copies of all open of ded in the Official Record Books isted on page 2 herein. It is the red. If a copy of any document listely.	herein together with cur runsatisfied leases, mor of Escambia County, Fl esponsibility of the party	rrent and delinque tgages, judgments lorida that appear to named above to	nt ad valorem and to encumber the verify receipt of
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.				
	ot insure or guarantee the validity surance policy, an opinion of title			
Use of the term "Re	port" herein refers to the Property	/ Information Report and	d the documents at	ttached hereto.
Period Searched:	June 26, 2004 to and includ	ing June 26, 2024	Abstractor:	Ben Murzin
BY				

Michael A. Campbell, As President

Malphel

Dated: July 11, 2024

#### PROPERTY INFORMATION REPORT

**CONTINUATION PAGE** 

July 11, 2024

Tax Account #: 11-0204-105

1. The Grantee(s) of the last deed(s) of record is/are: JASON M OSBORN, AS TRUSTEE OF THE REVOCABLE TRUST AGREEMENT OF JASON M OSBORN, DATED THE 10TH DAY OF JULY, 2012

By Virtue of Warranty Deed recorded 12/19/2012 in OR 6950/1420

- 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 HCB Financial Corp recorded 12/19/2012 OR 6950/1423
  - b. Lien in favor of Robinson's Mill Homeowners' Association Inc. recorded 10/24/2023 OR 9058/1497
  - c. Lis Pendens in favor of Robinson's Mill Homeowners' Association Inc. recorded 01/30/2024 OR 9097/54 together with Final Judgment recorded 06/25/2024 OR 9165/1934
- 4. Taxes:

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

Tax Account #: 11-0204-105 Assessed Value: \$222,879.00

**Exemptions: HOMESTEAD EXEMPTION** 

5. We find the following HOA names in our search (if a condominium, the condo docs book and page are included for your review): ROBINSON'S MILL HOMEOWNERS' ASSOCIATION, INC

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: NOV 6, 2024 TAX ACCOUNT #: 11-0204-105 **CERTIFICATE #:** 2022-5336 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 Notify City of Pensacola, P.O. Box 12910, 32521 Notify Escambia County, 190 Governmental Center, 32502 Homestead for 2023 tax year. HCB FINANCIAL CORP JASON M OSBORN INDIVIDUALLY AND AS TRUSTEE OF THE REVOCABLE TRUST **42 BUSINESS CENTRE DRIVE SUITE 101** AGREEMENT OF JASON M OSBORN **MIRAMAR BIACH, FL 32550** 981 GRINDSTONE LN **CANTONMENT, FL 32533** 

ROBINSON'S MILL HOMEOWNERS' ASSOCIATION INC 4400 BAYOU BLVD SUITE 35 PENSACOLA, FL 32503 NFI PROPERTY MANAGEMENT SOLUTIONS LLC 7139 N 9TH AVE, SUITE P PENSACOLA, FL 32504

Certified and delivered to Escambia County Tax Collector, this 11th day of July, 2024.

PERDIDO TITLE & ABSTRACT, INC.

Malyhl

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

July 11, 2024 Tax Account #:11-0204-105

# LEGAL DESCRIPTION EXHIBIT "A"

LOT 14 BLOCK C ROBINSONS MILL PB 18 P 98/98A OR 6950 P 1420

SECTION 18, TOWNSHIP 1 N, RANGE 30 W

TAX ACCOUNT NUMBER 11-0204-105(1124-27)

Prepared By & Return to: Stephen R. Moorhead McDonald Fleming Moorhead 4636 Summerdale Blvd. Pace, FL 32571 File Number: PACE-12-6372

Parcel ID #: 181N301004014003

#### WARRANTY DEED (CORPORATE)

This WARRANTY DEED, dated this Ligh day of December, 2012, by CHB of Northwest Florida, Inc., whose post office address is 4400 Bayou Blvd. Ste 46, Pensacola, Florida 32503, hereinafter called the Grantor, to Jason M. Osborn, as Trustee of The Revocable Trust Agreement of Jason M. Osborn, dated the 10th day of July, 2012, whose post office address is 981 Grindstone Lane, Cantonment, Florida 32533, hereinafter called the Grantee (Wherever used herein the terms "Grantor" and "Grantee" include all parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.)

WITNESSETH: That the Grantor, for and in consideration of the sum of \$10.00 and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situated in Escambia. County, Florida, viz:

Lot 14, Block C, Robinson Mill, according to the map or plat thereof, as recorded in Plat Book 18, Page(s) 98, of the Public Records of Escambia County, Florida.

SUBJECT TO covenants, conditions, restrictions, reservations, limitations, easements and agreements of record, if any; taxes and assessments for the year 2013 and subsequent years; and to all applicable zoning ordinances and/or restrictions and prohibitions imposed by governmental authorities, if any,

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

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

AND THE Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever.

THE STREET STREET STREET STAND AND AD-

in witness withkister, thanks has signed a	nd seared these presents the date set forth above.
SIGNED IN THE PRESENCE OF	
THE FOLLOWING WITNESSES:	CHIR of Northwest Florida, Inc.
Signature: WWW	Chen de la constante
Print Name: / O O Pike Ciess	Daniela Cinicola, its vice president
Signature: Douby Ben	
Print Name: San Ora Geer	
State of Florida	
County of Escapshia	

134.AC.
THE FOREGOING INSTRUMENT was acknowledged before me this 12th day of December, 2012, by: Daniela Cinicola, as vice president of CHB of Northwest Florida, Inc.

Signature: Notary Public, Personally Known Produced Identification Amy Riggs Notary Public Type of Idensification Produced State of Florida My Commission Expires 08/12/2014 Commission No. EE 16793

# RESIDENTIAL SALES ABUTTING ROADWAY MAINTENANCE DISCLOSURE

ATTENTION: Pursuant to Escambia County Code of Ordinances Chapter 1-29.2, Article V, sellers of residential lots are required to disclose to buyers whether abutting roadways will be maintained by Escambia County. The disclosure must additionally provide that Escambia County does not accept roads for maintenance that have not been built or improved to meet county standards. Escambia County Code or Ordinances Chapter 1-29.2, Article V requires this disclosure be attached along with other attachments to the deed or other method of conveyance required to be made part of the public records of Escambia County, Florida. NOTE: Acceptance for filing by County employees of this disclosure shall in no way be construed as an acknowledgement by the County of the veracity of any disclosure statement.

Name of Roadway: Grindstoe La	ane	
Legal Address of Property: 981	Grindstone Lane, (	Cantonment, Florida 32533
The County (X) has accepted (	) has not accepte	d the abutting roadway for maintenance.
This form completed by:		ng Moorhead, Attorneys at Law e Blvd., Pace, Florida 32571
AS TO SELLER(S):		
Seller: CHB of Northwest Floric	la, Inc.	Witness:
Seller:		Witness:
AS TO BUYER(S):  Buyer: (he Revocable Trust Ag Jason M. Osborn, dated 10th day by: Jason M. Osborn, trustee		Mr Bustin Wintess: Jan Ginston
Buyer:	<u> </u>	wines rennectionel

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

#### RESIDENTIAL SALES ABUTTING ROADWAY MAINTENANCE DISCLOSURE

ATTENTION: Pursuant to Escambia County Code of Ordinances Chapter 1-29.2, Article V, sellers of residential lots are required to disclose to buyers whether abutting roadways will be maintained by Escambia County. The disclosure must additionally provide that Escambia County does not accept roads for maintenance that have not been built or improved to meet county standards. Escambia County Code or Ordinances Chapter 1-29.2, Article V requires this disclosure be attached along with other attachments to the deed or other method of conveyance required to be made part of the public records of Escambia County, Florida. NOTE: Acceptance for filing by County employees of this disclosure shall in no way be construed as an acknowledgement by the County of the veracity of any disclosure statement.

Name of Roadway: Grindstoe Lane		
Legal Address of Property: 981 Grind	stone Lane, Cantonment, Florida 32533	
The County (X) has accepted () ha	s not accepted the abutting roadway for maintenance.	
× •	Oonald Fleming Moorhead, Attorneys at Law 5 Summerdale Blvd., Pace, Florida 32571	
AS TO SELLER(S):		
12-12	Some	
Seller: CHB of Northwest Florida, In-	:. Witness:	nig under oder oder oder oder oder.
	Sandy bew	
Seller:	Witness: Sorby Gon	
AS TO BUYER(S):		
Buyer: The Revocable Trust Agreeme Jason M. Osborn, dated 10th day of Ju by: Jason M. Osborn, trustee		
Buyer:	Witness:	

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

Recorded in Public Records 12/19/2012 at 04:12 PM OR Book 6950 Page 1423, Instrument #2012096680, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording \$78.00 MTG Stamps \$840.00 Int. Tax \$480.00

RETURN TO: McDonald Fleming Moorhead 4636 Summerdale Blvd. Pace, FL 32571

This document prepared by and after recording return to:
SCOTT M. CAMPBELL
Clark, Partington, Hart, Larry,
Bond & Stackhouse
34990 Emerald Coast Pkwy #301
Destin, Florida 32541

Pace-12-6372

#### MORTGAGE AND SECURITY AGREEMENT

STATE OF FLORIDA COUNTY OF ESCAMBIA

THIS MORTGAGE AND SECURITY AGREEMENT, dated the 13th day of December, 2012, from JASON M. OSBORN, individually and as Trustee of the Revocable Trust Agreement of Jason M. Osborn dated the 10<sup>th</sup> day of July, 2012, whose address is 981 Grindstone Lane, Pensacola, FL 32533 (hereinafter the "Mortgagor"), to HCB FINANCIAL CORP., a Florida corporation, whose address is 42 Business Centre Drive, Suite 101, Miramar Beach, FL 32550 (hereinafter the "Mortgagee"), WITNESSETH:

#### SECTION 1.

- 1.01 PREMISES. Mortgagor, for and in consideration of the premises, as security for the Secured Indebtedness, as that term is hereinafter defined, and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby bargain, sell, convey and grant unto the Mortgagee, its successors and assigns, the following (hereinafter collectively the "Premises"):
- A. <u>REAL PROPERTY</u>. That certain real property lying and being in ESCAMBIA County, Florida and being more particularly described as follows:

#### SEE EXHIBIT "A" ATTACHED HERETO.

- B. **IMPROVEMENTS**. All buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Real Property, all building materials, plans, specifications, drawings and books and records pertaining to design or construction of any buildings, structures and improvements now or hereafter situated on the Real Property, and all gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, elevators and motors, plumbing and heating fixtures, carpeting and other floor coverings, fire extinguishers and any other safety equipment required by governmental regulation or law, washers, dryers, water heaters, mirrors, mantles, air conditioning apparatus, refrigeration plants, refrigerators, cooking apparatus and appurtenances, window screens, awnings and storm sashes which are or shall be attached to said buildings, structures or improvements and all other furnishings, fixtures, machinery, equipment, appliances, materials, chattels, inventory, accounts, farm products, consumer goods, general intangibles and personal property of every kind and nature whatsoever, now or hereafter owned by Mortgagor and located in, on or about, or used or intended to be used with or in connection with the use, operation and enjoyment of the Real Property, including all extensions, additions, improvements, betterments, after-acquired property, renewals, replacements and substitutions, or proceeds from a permitted sale of any of the foregoing, and all the right, title and interest of Mortgagor in any such furnishings, furniture, fixtures, machinery, equipment, appliances, and personal property subject to or covered by any prior security agreements, conditional sales contract, chattel mortgage or similar liens or claims, all of which are hereby declared and shall be deemed to be fixtures and accessions to the Real Property and a part of the Premises as between the parties hereto and all persons claiming by, through or under them.
- C. <u>APPURTENANCES</u>. All easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, and passages, sewer rights, water rights and powers, minerals, flowers, shrubs, trees and other emblements now or hereafter located on the Real Property or under or above the same or any part or parcel thereof and all estates, rights, titles, interests, privileges,

liberties, tenements, hereditaments and appurtenances, reversions and remainders, whatsoever, in any way belonging, relating or appertaining to the Real Property or Improvements or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Mortgagor.

TO HAVE AND TO HOLD the same, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, to Mortgagee, its successors and assigns in fee simple forever.

1.02 PERMITTED ENCUMBRANCES. Mortgagor, for himself, his heirs, successors, assigns and legal representatives, covenants with Mortgagee, its successors and assigns, that: (i) Mortgagor is indefeasibly seized of the Premises in fee simple; that Mortgagor has full power and lawful right to convey the same in fee simple as aforesaid; that it shall be lawful for Mortgagor, their heirs and assigns at all times peaceably and quietly to enter upon, hold, occupy and enjoy the Premises and every part thereof; that the Premises and every part thereof is free from all encumbrances of every kind and character except for taxes assessed for the year of closing and those matters, if any, described in the title insurance commitment issued in conjunction herewith (the "Permitted Encumbrances"); that the Mortgagor will make such further assurances to perfect the fee simple title to the Premises in Mortgagee, its successors and assigns, as may reasonably be required; that the Mortgagor does hereby fully warrant the title to the Premises and every part thereof and will defend the same against the lawful claims of all persons whomsoever except for the Permitted Encumbrances; (ii) Mortgagor shall duly, promptly and fully perform, discharge, execute, effect, complete, comply with and abide by each and every of the stipulations, agreements, conditions and covenants of the Note and all other documents or instruments evidencing or securing the Secured Indebtedness, as those terms are hereinafter defined; (iii) the Premises and its use fully complies with all applicable building and zoning codes and other land use regulations, any applicable environmental laws or regulations, and any other applicable laws or regulations; (iv) no part of the Real Property has been artificially filled; and (v) Mortgagor has lawful access to the Premises from a public road.

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

A. The existing indebtedness represented by that certain promissory note (the "Note") of date even herewith for the sum of TWO HUNDRED FORTY THOUSAND and NO/100s DOLLARS (\$240,000.00) made by the Mortgagor payable to the order of Mortgagee with interest from date until paid at the rate therein specified, the said principal and interest payable in the manner and upon the terms, provisions and conditions set forth in the Note, together with any and all renewals, extensions, modifications, consolidations and extensions thereof;

B. Such future or additional advances as may be made by Mortgagee at the option of Mortgagee to the Mortgagor, and also, the payment of any and all notes, liabilities, and obligations of the Mortgagor to Mortgagee, its successors or assigns, whether as maker, endorser, guarantor or otherwise, and whether such notes, liabilities or obligations, or any of them, be now in existence or accrue or arise hereafter, or be now owned or held by Mortgagee, or be acquired hereafter, it being the intent and purpose of the Mortgagor to secure, by the Mortgage, all notes, claims, demands, liabilities and obligations which Mortgagee, its successors or assigns, may have, hold or acquire at any time during the life of this Mortgage against the Mortgagor. Provided that, notwithstanding the foregoing, the total of all amounts secured hereby shall not exceed at any one time the sum of Five Hundred Thousand and No/100s Dollars (\$500,000.00); and provided, further, that all such advances, notes, claims, demands or liabilities and obligations secured hereby be incurred or arise or come into existence either on or prior to the date of this Mortgage, or on or before twenty (20) years after the date of this Mortgage or within such lesser period of time as may hereafter be provided by law as a prerequisite for the sufficiency of actual notice or record notice of such advances, notes, claims, demands or liabilities and obligations as against the rights of creditors or subsequent purchasers for a valuable consideration. The Mortgagor hereby waives, on behalf of himself and his successors and assigns, the right to file for record a notice limiting the maximum principal amount which may be secured by this Mortgage as provided for in Florida Statutes 697.04(1)(b); and

- C. The compliance with all the covenants, agreements and stipulations of this Mortgage, the Note, and any and all documents or instruments evidencing, securing or otherwise executed in connection with the Secured Indebtedness.
- 1.04 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.

#### **SECTION 2.**

Mortgagor further covenants and agrees as follows:

- 2.01 <u>PAYMENT OF INDEBTEDNESS.</u> To pay all and singular the principal and interest and other sums of money payable by virtue of the Secured Indebtedness, as in the Note, any instrument or instruments evidencing one or more future or additional advances, and/or this Mortgage provided, promptly on the days that the same respectively become due.
- 2.02 MAINTENANCE AND REPAIR: To keep perfect and unimpaired the security hereby given and to permit, commit or suffer no waste, impairment or deterioration of the Premises or any part thereof. Mortgagor shall comply with all restrictive covenants, statutes, ordinances and requirements of any governmental authority relating to the Premises, and shall not join in, consent to or initiate any change in such restrictive covenants, statutes, ordinances or requirements without the express written consent of Mortgagee.
- LIENS AND OTHER CHARGES. To pay all and singular the taxes, assessments, obligations and encumbrances of every nature now on the Premises or that hereafter may be levied, assessed or imposed thereon when due and payable according to law and before they become delinquent; and if the same not be promptly paid Mortgagee may, at any time either before or after delinquency, pay the same without waiving or affecting its right to foreclose this Mortgage or any other right hereunder and all sums so paid shall become a part of the Secured Indebtedness and at the option of Mortgagee, shall bear interest from the date of each such payment at the maximum rate allowed by law. Upon notification from Mortgagee, Mortgagor shall pay to Mortgagee, together with and in addition to the payments of principal and interest payable under the terms of the Note secured hereby, on installment paying dates in the Note, until said Note is fully paid or until notification from Mortgagee to the contrary, an amount reasonably sufficient (as estimated by Mortgagee) to provide Mortgagee with funds to pay said taxes, assessments, insurance premiums, rents and other charges next due so that Mortgagee will have sufficient funds on hand to pay the same thirty (30) days before the date upon which they become past due. In no event shall Mortgagee be liable for any interest on any amount paid to it as herein required, and the money so received shall be held in a separate account, pending payment or application thereof as herein provided. As required by Mortgagee, Mortgagor shall furnish to Mortgagee, at least thirty (30) days before the date on which same will become past due, an official statement of the amount of said taxes, assessments, insurance premiums and rents next due, and Mortgagee shall pay said charges to the amount of the then unused credit therefor as and when they become severally due and payable. An official receipt therefor shall be conclusive evidence of such payment and the validity of such charges.
- 2.04 <u>INSURANCE</u>. Mortgagor will keep the Premises insured against loss or damage by fire, flood and such other risks and matters including, without limitation, business interruption, rental loss, public liability and boiler insurance, as Mortgagee may from time to time require in amounts

required by Mortgagee, not exceeding in the aggregate 100% of the full insurable value of the Premises and shall pay the premiums for such insurance as same become due and payable. All policies of insurance (the "Policies") shall be issued by an insurer acceptable to Mortgagee and shall contain the standard New York Mortgagee non-contribution provision naming Mortgagee as the person to which all payments made by such insurance company shall be paid. Mortgagor will assign and deliver the Policies to Mortgagee. Not later than thirty (30) days prior to the expiration date of each of the Policies, Mortgagor will deliver to Mortgagee evidence satisfactory to Mortgagee of the renewal of each of the Policies. If the Premises shall be damaged or destroyed, in whole or in part, by fire or other casualty, Mortgagor shall give prompt notice thereof to Mortgagee. Sums paid to Mortgagee by any insurer may be retained and applied by Mortgagee toward payment of the Secured Indebtedness in such priority and proportions as Mortgagee in its discretion shall deem proper or, at the discretion of Mortgagee, the same may be paid, either in whole or in part, to Mortgagor for such purposes as Mortgagee shall designate. If Mortgagee shall receive and retain such insurance money, the lien of this Mortgage shall be reduced only by the amount thereof received after expenses of collection and retained by Mortgagee and actually applied by Mortgagee in reduction of the Secured Indebtedness.

- 2.05 EXPENSES. To pay all and singular the costs, charges and expenses, including reasonable attorneys' fees and costs of abstracts of title, incurred or paid at any time by Mortgagee or its assigns in collecting or attempting to collect the Secured Indebtedness or in foreclosing or attempting to foreclose this Mortgage or in enforcing any of its rights hereunder or incurred or paid by it because of the failure on the part of the Mortgagor promptly and fully to perform the agreements and covenants of the instrument or instruments evidencing the Secured Indebtedness and this Mortgage; and said costs, charges and expenses shall be immediately due and payable and shall be secured by the lien of this Mortgage.
- 2.06 CONDEMNATION. Notwithstanding any taking of any property, herein conveyed and agreed to be conveyed, by eminent domain, alteration of the grade of any street or other injury to, or decrease in value of, the Premises by any public or quasi-public authority or corporation, Mortgagor shall continue to pay principal and interest on the Secured Indebtedness, and any reduction in the Secured Indebtedness resulting from the application by Mortgagee of any award or payment for such taking, alterations, injury or decrease in value of the Premises, as hereinafter set forth, shall be deemed to take effect only on the date of such receipt; and said award or payment may, at the option of Mortgagee, be retained and applied by Mortgagee toward payment of the Secured Indebtedness, or be paid over, wholly or in part, to Mortgagor for the purpose of altering, restoring or rebuilding any part of the Premises which may have been altered, damaged or destroyed as a result of any such taking, alteration of grade, or other injury to the Premises, or for any other purpose or object satisfactory to Mortgagee, but Mortgagee shall not be obligated to see to the application of any amount paid over to Mortgagor. If, prior to the receipt by Mortgagee of such award or payment, the Premises shall have been sold on foreclosure of this Mortgage, Mortgagee shall have the right to receive said award or payment to the extent of any deficiency found to be due upon such sale, with legal interest thereon, whether or not a deficiency judgment on this Mortgage shall have been sought or recovered or denied, and of the reasonable counsel fees, costs and disbursements incurred by Mortgagee in connection with the collection of such award or payment.
- 2.07 **REPAIRS BY MORTGAGEE.** Mortgagee shall have the right from time to time to expend such sums as it shall deem necessary to keep the Premises in good condition and repair, and all sums so expended shall be added to and become a part of the Secured Indebtedness and shall bear interest and be payable as herein provided for the payment of Secured Indebtedness and interest and the licn of this Mortgage shall extend to and secure the same.
- 2.08 <u>INDEMNIFICATION</u>. Mortgagor shall protect, indemnify and save harmless Mortgagee from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including without limitation attorneys' fees and expenses) imposed upon or incurred by or asserted against Mortgagee by reason of (a) ownership of this Mortgage, the Premises or any interest therein or receipt of any rents; (b) any accident, injury to or death of persons or loss of or damage to property occurring in, on or about the Premises or any part thereof or on the adjoining sidewalks, curbs, adjacent property or adjacent parking areas, streets or ways; (c) any use, nonuse or condition in, on or about the Premises or any part thereof or on the adjoining sidewalks, curbs, adjacent property or adjacent parking areas, streets or ways; (d) any failure on the part of Mortgagor to perform or comply with any of the terms of this Mortgage; or (e) performance of

any labor or services or the furnishing of any materials or other property in respect of the Premises or any part thereof. Any amounts payable to Mortgagee by reason of the application of this paragraph shall become part of the Secured Indebtedness and shall bear interest and be payable as herein provided for the payment of the Secured Indebtedness and interest and the lien of this Mortgage shall extend to and secure the same. The obligations of Mortgagor under this paragraph shall survive any termination or satisfaction of this Mortgage.

2.09 **HAZARDOUS SUBSTANCES.** Mortgagor shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances (hereinafter defined) on or in the Premises. Mortgagor shall not do, nor allow anyone else to do, anything affecting the Premises that is in violation of any Environmental Law (hereinafter defined). Mortgagor shall promptly give Mortgagee written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Premises and any Hazardous Substance or Environmental Law of which Mortgagor has actual knowledge. If Mortgagor learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Premises is necessary, Mortgagor shall promptly take all necessary remedial actions in accordance with Environmental Law at Mortgagor's expense. As used in this paragraph, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law, and the following substances: (i) gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides and volatile solvents (other than such small quantities thereof as are generally recognized as being appropriate to normal use and to maintenance of the Premises), and (ii) materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph, "Environmental Law" means federal laws and laws of the jurisdiction where the Premises are located that relate to health, safety or environmental protection. To the maximum extent permitted by applicable law, Mortgagor shall indemnify Mortgagee and Mortgagee's successors, assigns, officers, directors, shareholders, employees, affiliates and agents (collectively, the "Indemnitees") against any and all liabilities, losses, damages or expenses suffered or incurred by Indemnitees as the result of Mortgagor's failure to observe or perform any of the provisions of this paragraph, as a result of the failure of Mortgagor or any other person to comply with any Environmental Law affecting the Premises or as a result of the presence, storage, disposal or treatment on the Premises of any Hazardous Substance. The indemnification obligations of Mortgagor under this paragraph shall survive payment or satisfaction of the Secured Indebtedness and any acquisition of the Premises by Mortgagee by foreclosure of this Mortgage, by conveyance in lieu of foreclosure or otherwise, and such provisions shall remain in full force and effect as long as the possibility exists that Indemnitees may suffer or incur any such liabilities, losses, damages or expenses.

#### SECTION 3

3.01 EVENT OF DEFAULT. Each of the following events shall constitute an "Event of Default" under this Mortgage: (i) should Mortgagor fail to pay the Secured Indebtedness or any part thereof, when and as the same shall become due and payable; (ii) should any warranty or representation of Mortgagor herein contained, or contained in any instrument, transfer, certificate, statement, conveyance, assignment or loan agreement given with respect to the Secured Indebtedness, prove untrue or misleading in any material aspect; (iii) should the Premises be subject to actual or threatened waste, or any part thereof be removed, demolished or materially altered so that the value of the Premises be diminished; (iv) should any federal tax lien or claim of lien for labor or material be filed of record against Mortgagor or the Premises and not be removed by payment or bond within thirty (30) days from date of recording; (v) should any claim of priority to this Mortgage by title, lien or otherwise be asserted in any legal or equitable proceeding which is not fully covered by applicable title insurance; (vi) should Mortgagor or any guarantor of the Secured Indebtedness make any assignment for the benefit of creditors, or should a receiver, liquidator or trustee of Mortgagor or any guarantor of the Secured Indebtedness or of any of Mortgagor's or any guarantor's of the Secured Indebtedness property be appointed, or should any petition for the bankruptcy, reorganization or arrangement of Mortgagor or any guarantor of the Secured Indebtedness pursuant to the Federal Bankruptcy Act or any similar statute, be filed, or should Mortgagor or any guarantor of the Secured Indebtedness be adjudicated a bankrupt or insolvent, or should Mortgagor or any guarantor of the Secured Indebtedness in any proceeding admit his insolvency or inability to pay his debts as they fall due or should Mortgagor, if a corporation, be liquidated or dissolved; (vii) should Mortgagor fail to keep, observe, perform, carry out and execute in every particular the covenants, agreement, obligations and conditions set out in this Mortgage, or in the Note or in any instrument given with respect to the Secured

Indebtedness; (viii) should Mortgagor transfer, convey, encumber, mortgage, grant a security interest in or otherwise convey any interest in the Premises whatsoever without the prior written consent of Mortgagee excluding the creation of a purchase money security interest for household appliances, a transfer by devise, descent or by operation of law upon the death of a joint tenant or the grant of any leasehold interest of three (3) years or less not containing an option to purchase; (ix) should there occur, without the prior written consent of Mortgagee, any change in the ownership of Mortgagor, if Mortgagor is not an individual; (x) should an event of default or an event that but for the passage of time or giving of notice would constitute an event of default occur under the terms of any mortgage or any note secured by said mortgage or any other document or security instrument given in connection therewith given from Mortgagor to Mortgagee; (xi) should an event of default or an event that but for the passage of time or giving of notice would constitute an event of default occur under the terms of any other mortgage encumbering all or any portion of the Premises; or (xii) should Mortgagor hereafter attempt to limit the maximum principal amount which may be secured by this Mortgage.

3.02 REMEDIES. If an Event of Default occurs and remains uncured, then in either or any such event, the aggregate sum or sums secured hereby then remaining unpaid, with interest accrued at that time, and all moneys secured hereby, shall become due and payable forthwith, or thereafter, at the option of Mortgagee, or its assigns, as fully and completely as if all of the said sums of money were originally stipulated to be paid on such date, anything in the Note or any instrument or instruments or in this Mortgage to the contrary notwithstanding; and thereupon, or thereafter, at the option of Mortgagee, or its assigns, without notice or demand, suit at law or in equity may be prosecuted as if all moneys secured hereby had matured prior to its institution. The Mortgagee, or its assigns, may do either or both of the following as to the amount so declared due and payable: (i) bring an action to enforce payment of the amount so declared due and payable, with or without bringing an action to foreclose this Mortgage; and/or (ii) foreclose this Mortgage as to the amount so declared due and payable, and the Premises, or any part or parts thereof, in one or more sales as determined by Mortgagee, shall be sold to satisfy and pay the same with costs, expenses and allowances. In addition, Mortgagee shall also be entitled to take such action and avail itself of such remedies as may be available under the Uniform Commercial Code in effect in the State of Florida.

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

#### **SECTION 4**

4.01 PRIOR LIENS, LEASEHOLD, OR CONDOMINIUM. If this is a junior Mortgage, or if this is a mortgage on a leasehold estate, Mortgagor shall pay all installments of principal and interest and perform each and every covenant and obligation of the prior mortgage or the lease. Failure of Mortgagor to do so shall constitute a default hereunder. Upon failure of Mortgagor to do so, Mortgagee may (but shall not be required to) make such payments or perform such covenants or obligations and the cost of same, together with interest at the maximum rate allowed by law, shall be payable by Mortgagor upon demand by Mortgagee and shall be secured by the lien of this Mortgage. If this is a junior Mortgage and Mortgagor increases the amount due on any prior mortgage without Mortgagee's prior written consent, Mortgagee may, at its option, immediately or thereafter declare this Mortgage and the indebtedness secured hereby due and payable forthwith and thereupon may, at its option, proceed to foreclose this Mortgage. If this is a Mortgage on a condominium or a planned unit development, Mortgagor shall perform all of

Mortgagor's obligations under the declaration or covenants creating or governing the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Mortgagor and recorded together with this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider were a part hereof.

4.02 NOTICES. Any notice, election, or other communication required or permitted hereunder shall be in writing and shall be either: (i) delivered in person; (ii) sent by overnight courier service; or (iii) sent by certified or registered United States mail, return receipt requested, to the addresses for Mortgagor and Mortgagee set forth on the first page of this Mortgage. Any notice, election, or other communication delivered or mailed as aforesaid shall, if delivered in person, be effective upon date of delivery, if couriered by overnight delivery service be effective on the date of delivery and if mailed, such notice shall be effective upon date of actual receipt. Any notice delivered to the address or addresses set forth above to the respective party shall be deemed delivered if delivery thereof is rejected or refused at the address provided. Each party hereto may change its address and addressee for notice, election, and other communication from time to time by notifying the other parties hereto of the new address and addressee in the manner provided for giving notice herein.

4.03 <u>SUBROGATION</u>. To the extent of the Secured Indebtedness, Mortgagee is hereby subrogated to the lien or liens and to the rights of the owners and holders thereof of each and every mortgage, lien or other encumbrance on the Premises which is paid or satisfied, in whole or in part, from the proceeds of the loan evidenced by the Secured Indebtedness or from the proceeds of any future or additional advances, and the liens of said mortgages or other encumbrances, shall be and the same and each of them hereby are preserved and shall pass to and be held by Mortgagee herein as security for the Secured Indebtedness, to the same extent that it would have been preserved and would have been passed to and been held by Mortgagee had it been duly and regularly assigned, transferred, set over and delivered unto Mortgagee by separate deed of assignment, notwithstanding the fact that the same may be satisfied and cancelled of record, it being the intention that the same will be satisfied and cancelled of record by the holders thereof at or about the time of the recording of this Mortgage.

4.04 GENERAL. The provisions hereof shall be binding upon and shall inure to the benefit of Mortgagor, the heirs, executors, administrators, legal representatives, successors and assigns (including without limitation subsequent owners of the Premises) and shall be binding upon and inure to the benefit of Mortgagee, its successors and assigns and any future holder of the Secured Indebtedness hereby secured, and any successors or assigns of any future holder of the Secured Indebtedness. This Mortgage may not be changed, terminated or modified orally or in any other manner than by an instrument in writing signed by the party against whom enforcement is sought. The captions or headings at the beginning of each Section hereof are for the convenience of the parties and are not a part of this Mortgage. In no event shall all charges in the nature of interest charged or taken on this Mortgage or in connection with the Secured Indebtedness exceed the maximum allowed by law and in the event such charges cause the interest to exceed said maximum allowed by law, such interest shall be recalculated, and such excess shall be credited to principal, it being the intent of the parties that under no circumstances shall the Mortgagor be required to pay any charges in the nature of interest in excess of the maximum rate allowable by law. In the case any one or more of the covenants, agreements, terms, or provisions contained in this Mortgage or in the Note shall be held or found invalid, illegal, or unenforceable in any respect, the validity of the remaining covenants, agreements, terms, or provisions contained herein and in the Note shall in no way be affected, prejudiced, or disturbed thereby. This Mortgage shall be governed and construed by the laws of the State of Florida. No act of Mortgagee shall be construed as an election to proceed under any one provision of the Mortgage or of the applicable statutes of the State of Florida to the exclusion of any other such provision, anything herein otherwise to the contrary notwithstanding. Time is of the essence of this Mortgage. No waiver of any covenant herein or in the obligations secured hereby shall at any time hereafter be held to be a waiver of any of the other terms hereof or of the Secured Indebtedness secured hereby, or future waiver of the same covenant. The use of any gender shall include all other genders. The singular shall include the plural. Mortgagor will execute and deliver promptly to Mortgagee on demand at any time or times hereafter, any and all further instruments reasonably acquired by Mortgagee to carry out the provisions of this Mortgage.

4.05 **DUE ON SALE CLAUSE:** This Mortgage and the Note secured hereby shall be

> immediately due and payable upon the conveyance or sale of any interest in the property encumbered hereby.

> 4.06 ENTIRE AGREEMENT, WAIVER OF JURY TRIAL. It is understood and agreed that: ANY CONTEMPORANEOUS OR PRIOR REPRESENTATIONS, STATEMENTS, AND AGREEMENTS, WRITTEN, BETWEEN UNDERSTANDINGS ORAL OR MORTGAGOR AND MORTGAGEE ARE MERGED INTO THIS MORTGAGE, WHICH ALONE FULLY AND COMPLETELY EXPRESSES THEIR AGREEMENT, AND THAT THE SAME IS ENTERED INTO AFTER FULL INVESTIGATION, NEITHER PARTY RELYING ON ANY STATEMENT OR REPRESENTATION MADE BY THE OTHER WHICH IS NOT MORTGAGEE AND MORTGAGOR HEREBY EMBODIED IN THIS MORTGAGE. KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTION OF EITHER PARTY. PARAGRAPH IS A MATERIAL INDUCEMENT FOR THE MORTGAGEE MAKING THE LOAN TO MORTGAGOR.

Mortgagors have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered MORTGAGOR: in the presence of: JASON M. OSBOR Kibute Type/Print Name of Witness] ALAN 5/4/15 JASON/ML OSBORN, Trustee of the Revocable Trust Agreement of Jason M. Osborn [Type/Print Name of Witness] dated the 10th day of July, 2012 STATE OF FLORIDA COUNTY OF ESCAMBIA~ WALTON

The foregoing instrument was acknowledged before me this \_\_\_\_\_day of December, 2012, by JASON M. OSBORN, individually, and as Trustee of the Revocable Trust Agreement of Jason M. Osborn dated the 10th Day of July, 2012, (v) who is personally known to me or ( ) who has shown me as identification.

inda M Roberts on EE082357 Expires 04/10/2015

(NOTARIAL SEAL)

da M Kolperts (Print/Type Name) EE08235

Commission number: My Commission expires: 4-10-15 BK: 6950 PG: 1431 Last Page

EXHIBIT "A"

Lot 14, Block C, Robinson Mill, according to the map or plat thereof, as recorded in Plat Book 18, Page(s) 98, of the Public Records of Escambia County, Florida.

Legal Description File No.: PACE-12-6372

Prepared By: John "Jay" A. Fraiser, Esq. 127 Palafox Place, Suite 200 Pensacola, FL 32502-5813 CA-1047-012

#### **CLAIM OF LIEN**

#### STATE OF FLORIDA COUNTY OF ESCAMBIA

This is a claim of lien for unpaid assessments, together with reasonable attorney's fees and costs incurred by the undersigned Association, whose address is c/o NFI Property Management Solutions, LLC, 7139 N. 9th Avenue, Suite P, Pensacola, FL 32504, incident to the collection of the assessments and enforcement of this lien, which is granted by §720.3085, Florida Statutes, and the Declaration of Covenants, Conditions, Restrictions and Easements for Robinson's Mill, recorded on July 15, 2008, in Official Records Book 6352, at Page 1806 of the public records of Escambia County, Florida, and all supplements and amendments thereto, for the following described property:

Lot 14, Block C, Robinson Mill, according to the map or plat thereof, as recorded in Plat Book 18, Page(s) 98, of the Public Records of Escambia County, Florida.

The property address is 981 Grindstone Lane, Cantonment, FL 32533. The record title owner of the property is Jason M. Osborn, as Trustee of The Revocable Trust Agreement of Jason M. Osborn, dated the 10th day of July 2012, whose mailing address is 981 Grindstone Lane, Cantonment, FL 32533.

This Claim of Lien is to secure the payment of assessments against the owner or owners by the undersigned Association in the following amounts (less any partial payments applied in accordance with Florida statutory law), as well as all amounts which may accrue subsequent to this date:

<u>Item</u>	Amount
General Assessments (due January 1, 2023)	\$480.00
Special Assessments (due April 2023)	\$175.00
Interest (due February 2023 to October 2023)	\$75.32
Attorneys Fees	\$275.00
Certified Mail Costs	\$8.53
Recording Fees	\$38.00

Total Due: \$1,051.85

In addition, pursuant to the Association's governing documents and Florida Statutes, the foregoing assessments will bear an interest at the rate of eighteen percent (18%) per annum, from

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the date each assessment became due, and will include all administrative late fees, reasonable attorney's fees, and costs incident to the collection and enforcement of this lien.

EXECUTED this 20th day of October, 2023.

ROBINSON'S MILL HOMEOWNERS' ASSOCIATION, INC., a Florida not-for-

profit corporation

By: Patsy Edwards

Its: Property Manager and Authorized Agent

#### STATE OF FLORIDA COUNTY OF ESCAMBIA

Sworn to and subscribed before me by means of [ physical presence or [ ] online notarization, this 20<sup>+9</sup> day of 0c+0ber, 2023, by Patsy Edwards as the Property Manager and Authorized Agent for Robinson's Mill Homeowners' Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation, who is personally known to me.

CHERIE PUTMAN
Notary Public - State of Florida
Commission # HH 320273
My Comm. Expires Oct 10, 2026
Bonded through National Notary Assn.

(Signature of Notary Public)

Notary Public, State of Florida

Print Name: Chene

My Commission Expires: 10 110 1202 C

I HEREBY CERTIFY that a true copy of the foregoing Claim of Lien has been furnished by Certified Mail, Return Receipt # 9589 0710 5270 0640 6262 09 and U.S. Mail to Jason M. Osborn, as Trustee of The Revocable Trust Agreement of Jason M. Osborn, dated the 10th day of July 2012 on this 23 day of October , 2023.

John "Jay" A. Fraiser, Jr. Moorhead Law Group

127 Palafox Place, Suite 200

Pensacola, FL 32502

Attorneys for Robinson's Mill

Homeowners' Association, Inc.

Recorded in Public Records 1/30/2024 9:01 AM OR Book 9097 Page 54, Instrument #2024006785, Pam Childers Clerk of the Circuit Court Escambia County, FL

Filing # 190710610 E-Filed 01/29/2024 10:32:45 AM

#### IN THE COUNTY COURT IN AND FOR ESCAMBIA COUNTY, FLORIDA

ROBINSON'S MILL HOMEOWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation,

Plaintiff,

v. CASE NO.: 2024 CC 000592

JASON M. OSBORN, as TRUSTEE OF THE REVOCABLE TRUST AGREEMENT OF JASON M. OSBORN,

Defendant.

#### **NOTICE OF LIS PENDENS**

TO: Defendant, JASON M. OSBORN, AS TRUSTEE OF THE REVOCABLE TRUST AGREEMENT OF JASON M. OSBORN, and all others whom it may concern:

#### YOU ARE NOTIFIED OF THE FOLLOWING:

- (A) The Plaintiff has instituted an action against you in the County Court in and for Escambia County, Florida seeking lien foreclosure and damages with respect to the property described below.
  - (B) The case number of the action is as shown in the caption.
- (C) The property that is the subject matter of this action is in Escambia County, Florida, and is described as follows:

Lot 14, Block C, Robinsons Mill, according to the Plat thereof as recorded in Plat Book 18, Page 98, of the Public Records of Escambia County, Florida.

DATED on January 29, 2024.

MOORHEAD LAW GROUP, PLLC

/s/ John "Jay" A. Fraiser, Jr.

John "Jay" A. Fraiser, Jr. Florida Bar No. 110741 Moorhead Law Group 127 Palafox Place, Suite 200 Pensacola, FL 32502 (850) 696-1888 BK: 9097 PG: 55 Last Page

(850) 477-0982 (Fax)
<u>jfraiser@moorheadlaw.com</u>
<u>aharris@moorheadlaw.com</u>
<u>calitigation@moorheadlaw.com</u> *Attorneys for Plaintiff* 

Recorded in Public Records 6/25/2024 3:43 PM OR Book 9165 Page 1934, Instrument #2024048617, Pam Childers Clerk of the Circuit Court Escambia County, FL

Filing # 201276553 E-Filed 06/25/2024 11:40:00 AM

#### IN THE COUNTY COURT IN AND FOR ESCAMBIA COUNTY, FLORIDA

ROBINSON'S MILL HOMEOWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation,

Plaintiff,

v. CASE NO.2024 CC 00592

JASON M. OSBORN, as TRUSTEE OF THE REVOCABLE TRUST AGREEMENT OF JASON M. OSBORN,

Defendant.	
	/

#### **ORDER GRANTING PLAINTIFF'S MOTION FOR FINAL JUDGMENT**

THIS CAUSE, having come before the Court at a duly noticed hearing on the Plaintiff, ROBINSON'S MILL HOMEOWNERS' ASSOCIATION, INC.'s, Motion for Final Judgment after Default, and the Court, having considered same and being otherwise fully advised in the premises, makes the following findings of fact:

#### ORDERED and ADJUDGED:

- 1. The Plaintiff's Motion for Final Judgment after Default is hereby GRANTED.
- 2. Venue is proper in this Court pursuant to section 47.011, Florida Statutes, because the Subject Property further described herein is located in Escambia County, Florida.
- 3. Defendant is the owner and in possession of the Subject Property further described herein.
- 4. Defendant occupies and is in possession of the Subject Property further described herein.
- 5. Proper and valid service was perfected upon the Defendant at the Subject Property described herein. Evidence of such service has been filed with this Court on February 5, 2024.

- 6. Plaintiff filed its Motion for Default on February 27, 2024, and a Clerk's Default was entered on February 27, 2024 (the "Default").
- 7. Plaintiff is the duly authorized homeowner's association and a not-for-profit Florida corporation, operating under the provisions of Florida Statutes, Chapter 720 (2023). Plaintiff is doing business in Escambia County, Florida.
- 8. Plaintiff operates under its Declaration of Covenants, Conditions, Restrictions and Easements for Robinson's Mill, recorded on July 15, 2008, in Official Records Book 6352 at Page 1806 of the public records of Escambia County, Florida, and all supplements and amendments thereto, herein referred to as "Declaration".
- 9. At all times material hereto, Defendant was the owner of the following parcel of real property located within Robinson's Mill and subject to the terms and conditions of the Declaration:

Lot 14, Block C, Robinsons Mill, according to the Plat thereof as recorded in Plat Book 18, Page 98, of the Public Records of Escambia County, Florida.

(the "Subject Property").

- 10. Defendant is a member of the Association.
- 11. Defendant has failed to pay, and Plaintiff is owed the amounts set forth in the Affidavits filed with this Court in support of Plaintiff's Motion for Final Judgment.
- 12. Plaintiff is entitled to pre-judgment interest on the principal sum at the rate of 18% per annum, pursuant to Article IX, Section 9.4(c) of the Declaration.
- 13. The Declaration and Chapter 720, Florida Statutes, expressly entitled Plaintiff to recover its reasonable attorneys' fees and costs incurred in this action from the Defendant. Such amounts are detailed below.

BK: 9165 PG: 1936

14. Plaintiff is awarded a Final Judgment of Foreclosure against Defendant for the following amounts:

Assessments	\$ 1,205.00
Interest	\$ 180.15
Late fees	\$ 120.50
Costs	\$ 947.85
Attorney's Fees	\$ 5,599.50
TOTAL	\$ 8,053.00

Together with such further costs as may be incurred by the Plaintiff in this action, including, but not limited to, the sale fee and publication of the Notice of Sale.

- 15. If the total sum with interest at the rate prescribed by law and all costs of this action accruing subsequent to this judgment are not paid, the Clerk of the Court shall sell the property described in paragraph thirteen (13)above, by public sale at https://escambia.realforeclose.com/ on the 26th day of July, 2024, at 11:00 a.m. CST, to the highest bidder for cash, except as set forth hereinafter.
- 16. Plaintiff shall advance all subsequent costs of this action and shall be reimbursed for them by the Clerk if Plaintiff is not the purchaser of the property at the sale. If Plaintiff is the purchaser, the Clerk shall credit Plaintiff's bid with total sum due with interest and costs accruing subsequent to this judgment or such part of it as is necessary to pay the bid in full.
- 14. Upon the Clerk's filing of the Certificate of Sale, Defendant and all persons claiming under or against her shall be forever barred and foreclosed of any and all equity or right of redemption in and to the above-described property. Furthermore, when the Clerk files the Certificate of Title as provided by §45.031, Florida Statutes, the sale shall stand confirmed, and

the purchaser at the sale, their heirs, representatives, successors or assigns, without delay, shall be let into possession of the premises as conveyed.

- 15. Upon the filing of the Certificate of Title, the Clerk shall distribute the proceeds of the sale, so far as they are sufficient, by paying first, all of the Plaintiff's costs, including those costs set out in paragraph eighteen (18) above; second, documentary stamps affixed to the Certificate; third, Plaintiff's attorney's fees; forth, the total sum due the Plaintiff, less the items paid plus interest at the rate prescribed by law from this date to the date of the sale; and by retaining the remaining amounts pending the further order of this Court.
- 16. IF THIS PROPERTY IS SOLD AT PUBLIC AUCTION, THERE MAY BE ADDITIONAL MONEY FROM THE SALE AFTER PAYMENT OF PERSONS WHO ARE ENTITLED TO BE PAID FROM THE SALE PROCEEDS PURSUANT TO THIS FINAL JUDGMENT.

IF YOU ARE A SUBORDINATE LIENHOLDER CLAIMING A RIGHT TO FUNDS REMAINING AFTER THE SALE, YOU MUST FILE A CLAIM WITH THE CLERK NO LATER THAN 60 DAYS AFTER THE SALE. IF YOU FAIL TO FILE A CLAIM, YOU WILL NOT BE ENTITLED TO ANY REMAINING FUNDS.

IF YOU ARE THE PROPERTY OWNER, YOU MAY CLAIM THESE FUNDS YOURSELF. YOU ARE NOT REQUIRED TO HAVE A LAWYER OR ANY OTHER REPRESENTATION AND YOU DO NOT HAVE TO ASSIGN YOUR RIGHTS TO ANYONE ELSE IN ORDER FOR YOU TO CLAIM ANY MONEY TO WHICH YOU ARE ENTITLED. PLEASE CHECK WITH THE CLERK OF THE COURT, ESCAMBIA COUNTY, FLORIDA WITHIN TEN (10) DAYS AFTER THE SALE TO SEE IF THERE IS ADDITIONAL MONEY FROM THE FORECLOSURE SALE THAT THE CLERK HAS IN

BK: 9165 PG: 1938

THE REGISTRY OF THE COURT. IF YOU DECIDE TO SELL YOUR HOME OR HIRE SOMEONE TO HELP YOU CLAIM THE ADDITIONAL MONEY, YOU SHOULD READ VERY CAREFULLY ALL PAPERS YOU ARE REQUIRED TO SIGN, ASK SOMEONE ELSE, PREFERABLY AN ATTORNEY WHO IS NOT RELATED TO THE PERSON OFFERING TO HELP YOU, TO MAKE SURE THAT YOU UNDERSTAND WHAT YOU ARE SIGNING AND THAT YOU ARE NOT TRANSFERRING YOUR PROPERTY OR THE EQUITY IN YOUR PROPERTY WITHOUT THE PROPER INFORMATION. IF YOU CANNOT AFFORD TO PAY AN ATTORNEY, YOU MAY CONTACT NORTHWEST FLORIDA LEGAL SERVICES AT (850) 432-2336 TO SEE IF YOU QUALIFY FINANCIALLY FOR THEIR SERVICES. IF THEY CANNOT ASSIST YOU, THEY MAY BE ABLE TO REFER YOU TO A LOCAL BAR REFERRAL AGENCY OR SUGGEST OTHER OPTIONS. IF YOU CHOOSE TO CALL NORTHWEST FLORIDA LEGAL SERVICES AT (850) 432-2336 FOR ASSISTANCE, YOU SHOULD DO SO AS SOON AS POSSIBLE AFTER RECEIPT OF THIS NOTICE.

17. Jurisdiction of this action is retained to enter such further orders as are proper, including, without limitation, writs of possession and deficiency judgments against the Defendant, JASON M. OSBORN, AS TRUSTEE OF THE REVOCABLE TRUST AGREEMENT OF JASON M. OSBORN.

ORDERED on the date affixed in the signature below, in Pensacola, Escambia County, Florida.

signed by COUNTY COURT JUDGE CHARLES P YOUNG 06/25/2024 09:38:36 tunucPOg

BK: 9165 PG: 1939 Last Page

#### Conformed copies to:

John "Jay" A. Fraiser, Jr. Moorhead Law Group, PLLC 127 Palafox Place, Suite 200 Pensacola, FL 32502 CAGroup@moorheadlaw.com

Jason M. Osborn 981 Grindstone Lane Cantonment, FL 32533

#### STATE OF FLORIDA COUNTY OF ESCAMBIA

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

**CERTIFICATE # 05336 of 2022** 

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

JASON M OSBORN TRUSTEE FOR JASON M OSBORN REVOCABLE TRUST

981 GRINDSTONE LN

CANTONMENT, FL 32533

ROBINSON'S MILL HOMEOWNERS' ASSOCIATION INC

4400 BAYOU BLVD SUITE 35

PENSACOLA, FL 32503

HCB FINANCIAL CORP NFI PROPERTY MANAGEMENT SOLUTIONS LLC
42 BUSINESS CENTRE DRIVE SUITE 101 7139 N 9TH AVE, SUITE P
MIRAMAR BIACH, FL 32550 PENSACOLA, FL 32504

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

COMPT TO

PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

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 November 6, 2024, UNLESS THE TAXES ARE PAID. SHOULD YOU NEED FURTHER INFORMATION CONTACT THE CLERK OF THE CIRCUIT COURT IMMEDIATELY AT THE COUNTY COURTHOUSE IN PENSACOLA, FLORIDA, OR CALL 850-595-3793.

#### NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That ASSEMBLY TAX 36 LLC holder of Tax Certificate No. 05336, 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:

LOT 14 BLOCK C ROBINSONS MILL PB 18 P 98/98A OR 6950 P 1420

**SECTION 18, TOWNSHIP 1 N, RANGE 30 W** 

TAX ACCOUNT NUMBER 110204105 (1124-27)

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

#### JASON M OSBORN TRUSTEE FOR JASON M OSBORN REVOCABLE TRUST

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 November, which is the 6th day of November 2024.

Dated this 24th day of September 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.

COMP ROLL

PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

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**Post Property:** 

981 GRINDSTONE LN 32533

SA COMPTAOLE

PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

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#### **Personal Services:**

JASON M OSBORN TRUSTEE FOR JASON M OSBORN REVOCABLE TRUST 981 GRINDSTONE I.N

981 GRINDSTONE LN CANTONMENT, FL 32533

COUNT FLORE

PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

# ESCAMBIA COUNTY SHERIFF'S OFFICE ESCAMBIA COUNTY, FLORIDA

### NON-ENFORCEABLE RETURN OF SERVICE

1174.27

**Document Number: ECSO24CIV033679NON** 

Agency Number: 24-009876

Court: TAX DEED
County: ESCAMBIA

Case Number: CERT NO 05336 2022

Attorney/Agent:
PAM CHILDERS
CLERK OF COURT
TAX DEED

Plaintiff:

RE: JASON M OSBORN TRUSTEE FOR JASON M OSBORN REVOCABLE TRUST

Defendant:

Type of Process: NOTICE OF APPLICATION FOR TAX DEED

Received this Writ on 9/27/2024 at 8:58 AM and served same at 1:42 PM on 10/1/2024 in ESCAMBIA COUNTY, FLORIDA, by serving POST PROPERTY, the within named, to wit: , .

POSTED PROPERTY PER CLERK'S OFFICE INSTRUCTIONS.

CHIP W SIMMONS, SHERIFF ESCAMBIA COUNTY, FLORIDA

By:

.. HARDIN, CCPS

Service Fee:

\$40.00

Receipt No:

**BILL** 

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 November 6, 2024, UNLESS THE TAXES ARE PAID. SHOULD YOU NEED FURTHER INFORMATION CONTACT THE CLERK OF THE CIRCUIT COURT IMMEDIATELY AT THE COUNTY COURTHOUSE IN PENSACOLA, FLORIDA, OR CALL 850-595-3793.

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Post Property:

981 GRINDSTONE LN 32533



PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

# ESCAMBIA COUNTY SHERIFF'S OFFICE ESCAMBIA COUNTY, FLORIDA

#### NON-ENFORCEABLE RETURN OF SERVICE

Agency Number: 24-009921

1124-27

Document Number: ECSO24CIV033646NON

Court: TAX DEED
County: ESCAMBIA

Case Number: CERT NO 05336 2022

Attorney/Agent:
PAM CHILDERS
CLERK OF COURT
TAX DEED

Plaintiff:

RE: JASON M OSBORN TRUSTEE FOR JASON M OSBORN REVOABLE TRUST

Defendant:

Type of Process: NOTICE OF APPLICATION FOR TAX DEED

Individual

Received this Writ on 9/27/2024 at 9:01 AM and served same on JASON M OSBORN TRUSTEE FOR JASON M OSBORN REVOCABLE TRUST , at 4:05 PM on 10/2/2024 in ESCAMBIA COUNTY, FLORIDA, by delivering a true copy of this Writ together with a copy of the initial pleadings, if any, with the date and hour of service endorsed thereon by me.

CHIP W SIMMONS, SHERIFF ESCAMBIA COUNTY, FLORIDA

By:

A. HARDIN, CPS

Service Fee: Receipt No: \$40.00 BILL

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#### **Personal Services:**

JASON M OSBORN TRUSTEE FOR JASON M OSBORN REVOCABLE TRUST

981 GRINDSTONE LN CANTONMENT, FL 32533

COUNTY FOR

PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

JASON M OSBORN TRUSTEE FOR JASON M OSBORN REVOCABLE TRUST [1124-27] 981 GRINDSTONE LN CANTONMENT, FL 32533

9171 9690 0935 0127 2098 19

ROBINSON'S MILL HOMEOWNERS' ASSOCIATION INC [1124-27] 4400 BAYOU BLVD SUITE 35 PENSACOLA, FL 32503

9171 9690 0935 0127 2098 02

NFI PROPERTY MANAGEMENT SOLUTIONS LLC [1124-27] 7139 N 9TH AVE, SUITE P PENSACOLA, FL 32504

9171 9690 0935 0127 2097 89

HCB FINANCIAL CORP [1124-27] 42 BUSINESS CENTRE DRIVE SUITE 101 MIRAMAR BIACH, FL 32550

9171 9690 0935 0127 2097 96

contact

#### **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

L

# PAM CHILDERS, CLERK OF THE CIRCUIT COURT Tax Certificate Redeemed From Sale

Account: 110204105 Certificate Number: 005336 of 2022

Payor: JASON OSBONE 981 GRINDSTONE LN CANTONMENT, FL 32533 Date 10/24/2024

Clerk's Check # 460	0317877	Clerk's Total	\$3,68 10,90	٦5.
Tax Collector Check # 1		Tax Collector's Total	\$10,488.37	
		Postage	\$32.80	
		Researcher Copies	\$0.00	$\parallel$
		Recording	\$10.00	
		Prep Fee	\$7.00	
		Total Received	<del>\$11,042.05</del>	]

\$11,045.00

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 005336

**Redeemed Date 10/24/2024** 

Name JASON OSBONE 981 GRINDSTONE LN CANTONMENT, FL 32533

Clerk's Total = TAXDEED	\$503.88 \$10,995.20		
Due Tax Collector = TAXDEED	\$10,488.37		
Postage = TD2	\$32.80		
ResearcherCopies = TD6	\$0.00		
Release TDA Notice (Recording) = RECORD2	\$10.00		
Release TDA Notice (Prep Fee) = TD4	\$7.00		

#### • For Office Use Only

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Date Docket Desc Amount Owe	
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	CILLIANSADO
CALLSTON D. C. L. B. CANDER CO. C.	

No Information Available - See Dockets





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

Tax Deed - Redemption Calculator
Account: 110204105 Certificate Number: 005336 of 2022

Redemption No V	Application Date 4/11/2024	Interest Rate 18%
	Final Redemption Payment ESTIMATED	Redemption Overpayment ACTUAL
	Auction Date 11/6/2024	Redemption Date 10/24/2024
Months	7	6
Tax Collector	\$9,486.08	\$9,486.08
Tax Collector Interest	\$996.04	\$853.75
Tax Collector Fee	\$6.25	\$6.25
Total Tax Collector	\$10,488.37	\$10,346.08
Record TDA Notice	\$17.00	\$17.00
Clerk Fee	\$119.00	\$119.00
Sheriff Fee	\$120.00	\$120.00
Legal Advertisement	\$200.00	\$200.00
App. Fee Interest	\$47.88	\$41.04
Total Clerk	\$503.88	\$497.04 C H
Release TDA Notice (Recording)	\$10.00	\$10.00
Release TDA Notice (Prep Fee)	\$7.00	\$7.00
Postage	\$32.80	\$32.80
Researcher Copies	\$0.00	\$0.00
Total Redemption Amount	\$11,042.05	\$10,892.92
	Repayment Overpayment Refund Amount	\$149.13
Book/Page	9138	529



#### STATE OF FLORIDA

**County of Escambia** 

Before the undersigned authority personally appeared Michael P. Driver who is personally known to me and who on oath says that he is Publisher of The Escambia Sun Press, a weekly published at (Warrington) Pensacola in Escambia County. Florida; that the attached copy of advertisement, being a TAX DEED SALE NOTICE in the matter of

DATE - 11-06-2024 - TAX CERTIFICATE #'S 05336

CIRCUIT in the Court

was published in said newspaper in the issues of

OCTOBER 3, 10, 17, 24, 2024

Affiant further says that the said Escambia Sun-Press is a newspaper published at (Warrington) Pensacola, said Escambia County, Florida, and that the said newspaper has heretofore been continuously published in said Escambia County, Florida each week and has been entered as second class mail matter at the post office in Pensacola, in said Escambia and Santa Rosa Counties, 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 in the said newspaper.

Digitally signed by Heather Tuttle
DN: c=US, o=The Escambia Sun Press LLC,
dnQualifier=A01410C000001890CD5793600064AAE, cn=Heather Tuttle
Date: 2024.10.24 13:36:53 -05'00'

**PUBLISHER** 

Sworn to and subscribed before me this 24TH day of **OCTOBER** 

**A.D.,** 2024

Pather Tuttle

Digitally signed by Heather Tuttle DN: c=US, o=The Escambia Sun Press LLC, dnQualifier=A01410C000001890CD5793600064AAE, cn=Heather Tuttle Date: 2024.10.24 13:41:44 -05'00'

HEATHER TUTTLE NOTARY PUBLIC



HEATHER TUTTLE Notary Public, State of Florida My Comm. Expires June 24, 2028 Commission No. HH 535214

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TAX ACCOUNT NUMBER 110204105 (1124-27)

The assessment of the said property under the said certificate issued was in the name of JASON M OSBORN TRUSTEE FOR JASON M OSBORN REVOCABLE TRUST

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 November, which is the 6th day of November 2024.

Dated this 26th day of September 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 (SEAL) By: Emily Hogg Deputy Clerk

oaw-4w-10-03-10-17-24-2024

## CERTIFIED MAIL...

**Pam Childers** Clerk of the Circuit Court & Comptroller

Pensacola, £L 32502

2024

Official Records 221 Palafox Place, Suite 110

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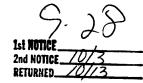
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JASON M OSBORN TRUSTEE FOR JASON MOSBORN REVOCABLE TRUST [1124-27] 981 GRINDSTONE LN CANTONMENT, FL 32533

UNC 32502>5833 32533-905981

TO SENDER UNCLAIMED UNABLE TO FORWARD

8C: 3Z5ØZ583335 \*2538-01784-25-35 

#### Pam Childers

Clerk of the Circuit Court & Comptroller Official Records 221 Palafox Place, Suite 110

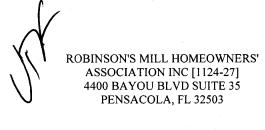
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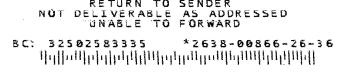


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