



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

1724.11

Part 1: Tax Deed Application Information

Applicant Name Applicant Address	ASSEMBLY TAX 36, LLC ASSEMBLY TAX 36 LLC FBO SEC PTY PO BOX 12225 NEWARK, NJ 07101-3411	Application date	Apr 11, 2024
Property description	HAMMOND CHRIS A 1200 N 9TH AVE PENSACOLA, FL 32501 900 BLK E DESOTO ST 14-1067-000 S 100 FT OF W1/2 OF LT 17 AND OF LT 18 BLK 132 NEW CITY TRACT OR 7150 P 1103 CA 66	Certificate #	2022 / 7059
		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)
# 2022/7059	06/01/2022	1,086.20	54.31	1,140.51
→Part 2: Total*				1,140.51

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)
# 2023/7219	06/01/2023	1,286.34	6.25	212.25	1,504.84
Part 3: Total*					1,504.84

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

1. Cost of all certificates in applicant's possession and other certificates redeemed by applicant (*Total of Parts 2 + 3 above)	2,645.35
2. Delinquent taxes paid by the applicant	0.00
3. Current taxes paid by the applicant	1,205.74
4. Property information report fee	200.00
5. Tax deed application fee	175.00
6. Interest accrued by tax collector under s.197.542, F.S. (see Tax Collector Instructions, page 2)	0.00
7. Total Paid (Lines 1-6)	4,226.09

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: Candice Lewis
Signature, Tax Collector or Designee

Escambia, Florida
Date April 22nd, 2024

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

Part 5: Clerk of Court Certified Amounts (Lines 8-14)	
8. Processing tax deed fee	
9. Certified or registered mail charge	
10. Clerk of Court advertising, notice for newspaper, and electronic auction fees	
11. Recording fee for certificate of notice	
12. Sheriff's fees	
13. Interest (see Clerk of Court Instructions, page 2)	
14. Total Paid (Lines 8-13)	
15. Plus one-half of the assessed value of homestead property, if applicable under s. 197.502(6)(c), F.S.	
16. Statutory opening bid (total of Lines 7, 14, 15, and 16 if applicable)	
Sign here: _____ Date of sale <u>12/04/2024</u>	
Signature, Clerk of Court or Designee	

INSTRUCTIONS

+ 6.25

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: 2400226

To: Tax Collector of ESCAMBIA COUNTY, Florida

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

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

Account Number	Certificate No.	Date	Legal Description
14-1067-000	2022/7059	06-01-2022	S 100 FT OF W1/2 OF LT 17 AND OF LT 18 BLK 132 NEW CITY TRACT OR 7150 P 1103 CA 66

I agree to:

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

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

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

04-11-2024
Application Date

Applicant's signature



Chris Jones Escambia County Property Appraiser

[Real Estate Search](#)

[Tangible Property Search](#)

[Sale List](#)

[Back](#)


← Nav. Mode ☒ Account ☐ Parcel ID →

[Printer Friendly Version](#)

General Information Parcel ID: 000S009025170132 Account: 141067000 Owners: HAMMOND CHRIS A Mail: 1200 N 9TH AVE PENSACOLA, FL 32501 Situs: 900 BLK E DESOTO ST 32501 Use Code: VACANT COMMERCIAL Taxing Authority: PENSACOLA CITY LIMITS Tax Inquiry: Open Tax Inquiry Window Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector						Assessments <table border="1"> <thead> <tr> <th>Year</th> <th>Land</th> <th>Imprv</th> <th>Total</th> <th>Cap Val</th> </tr> </thead> <tbody> <tr> <td>2023</td> <td>\$88,920</td> <td>\$0</td> <td>\$88,920</td> <td>\$60,830</td> </tr> <tr> <td>2022</td> <td>\$88,920</td> <td>\$0</td> <td>\$88,920</td> <td>\$55,300</td> </tr> <tr> <td>2021</td> <td>\$65,340</td> <td>\$0</td> <td>\$65,340</td> <td>\$50,273</td> </tr> </tbody> </table> Disclaimer Tax Estimator File for Exemption(s) Online Report Storm Damage					Year	Land	Imprv	Total	Cap Val	2023	\$88,920	\$0	\$88,920	\$60,830	2022	\$88,920	\$0	\$88,920	\$55,300	2021	\$65,340	\$0	\$65,340	\$50,273																																		
Year	Land	Imprv	Total	Cap Val																																																												
2023	\$88,920	\$0	\$88,920	\$60,830																																																												
2022	\$88,920	\$0	\$88,920	\$55,300																																																												
2021	\$65,340	\$0	\$65,340	\$50,273																																																												
Sales Data <table border="1"> <thead> <tr> <th>Sale Date</th> <th>Book</th> <th>Page</th> <th>Value</th> <th>Type</th> <th>Official Records (New Window)</th> </tr> </thead> <tbody> <tr> <td>03/26/2014</td> <td>7150</td> <td>1103</td> <td>\$100</td> <td>CJ</td> <td></td> </tr> <tr> <td>05/01/2013</td> <td>7013</td> <td>800</td> <td>\$100</td> <td>QC</td> <td></td> </tr> <tr> <td>10/13/2011</td> <td>6774</td> <td>171</td> <td>\$100</td> <td>OT</td> <td></td> </tr> <tr> <td>01/03/2011</td> <td>6675</td> <td>947</td> <td>\$60,000</td> <td>QC</td> <td></td> </tr> <tr> <td>05/2003</td> <td>5146</td> <td>670</td> <td>\$150,000</td> <td>WD</td> <td></td> </tr> <tr> <td>07/1991</td> <td>3049</td> <td>254</td> <td>\$100</td> <td>QC</td> <td></td> </tr> <tr> <td>06/1991</td> <td>3019</td> <td>537</td> <td>\$100</td> <td>CJ</td> <td></td> </tr> <tr> <td>06/1987</td> <td>2421</td> <td>770</td> <td>\$100</td> <td>CJ</td> <td></td> </tr> </tbody> </table> Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller						Sale Date	Book	Page	Value	Type	Official Records (New Window)	03/26/2014	7150	1103	\$100	CJ		05/01/2013	7013	800	\$100	QC		10/13/2011	6774	171	\$100	OT		01/03/2011	6675	947	\$60,000	QC		05/2003	5146	670	\$150,000	WD		07/1991	3049	254	\$100	QC		06/1991	3019	537	\$100	CJ		06/1987	2421	770	\$100	CJ		2023 Certified Roll Exemptions None Legal Description S 100 FT OF W1/2 OF LT 17 AND OF LT 18 BLK 132 NEW CITY TRACT OR 7150 P 1103 CA 66 Extra Features None				
Sale Date	Book	Page	Value	Type	Official Records (New Window)																																																											
03/26/2014	7150	1103	\$100	CJ																																																												
05/01/2013	7013	800	\$100	QC																																																												
10/13/2011	6774	171	\$100	OT																																																												
01/03/2011	6675	947	\$60,000	QC																																																												
05/2003	5146	670	\$150,000	WD																																																												
07/1991	3049	254	\$100	QC																																																												
06/1991	3019	537	\$100	CJ																																																												
06/1987	2421	770	\$100	CJ																																																												
Parcel Information						Launch Interactive Map																																																										

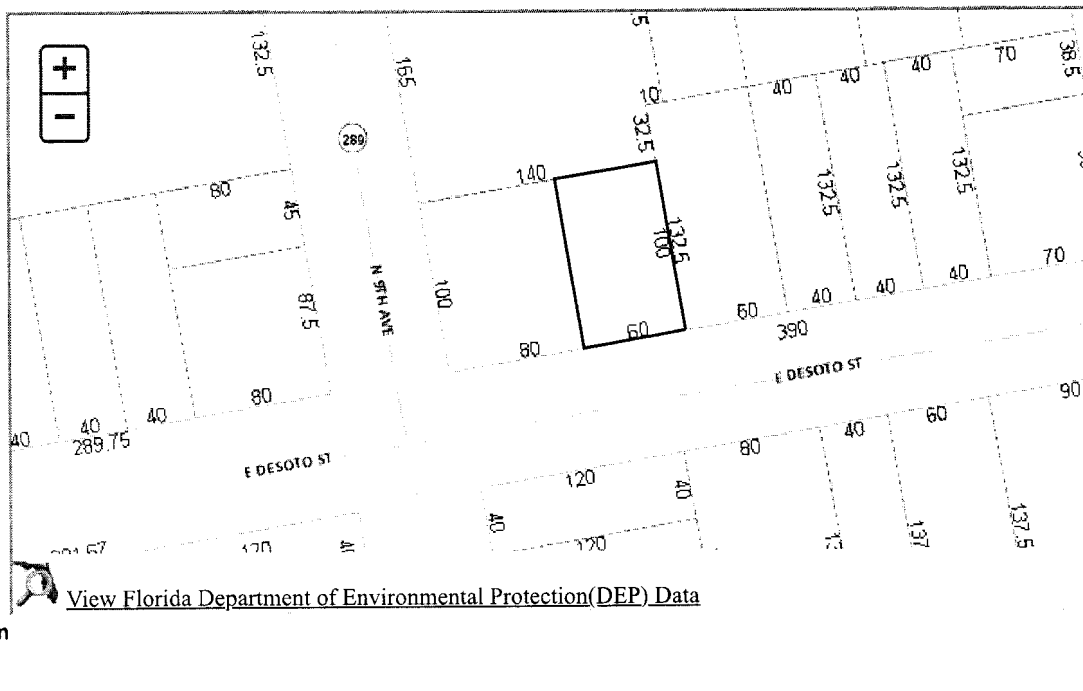
Section
Map Id:
CA066

Approx.
Acreage:
0.1377

Zoned: 

C-1
C-1
C-1
C-1
C-1
C-1
C-1
C-1

Evacuation
& Flood
Information
[Open](#)
[Report](#)



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

Buildings

Images

None

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

Last Updated:04/25/2024 (tc.3862)

NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That **ASSEMBLY TAX 36 LLC** holder of **Tax Certificate No. 07059**, 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:

S 100 FT OF W1/2 OF LT 17 AND OF LT 18 BLK 132 NEW CITY TRACT OR 7150 P 1103 CA 66

SECTION 00, TOWNSHIP 0 S, RANGE 00 W

TAX ACCOUNT NUMBER 141067000 (1224-11)

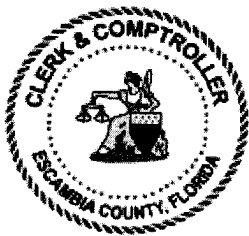
The assessment of the said property under the said certificate issued was in the name of

CHRIS A HAMMOND

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 December, which is the **4th day of December 2024**.

Dated this 26th day of April 2024.

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



PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

By:
Emily Hogg
Deputy Clerk



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 #: 14-1067-000 CERTIFICATE #: 2022-7059

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: August 05, 2004 to and including August 05, 2024 Abstractor: Ben Murzin

BY

Michael A. Campbell,
As President
Dated: August 15, 2024

PROPERTY INFORMATION REPORT
CONTINUATION PAGE

August 15, 2024

Tax Account #: **14-1067-000**

1. The Grantee(s) of the last deed(s) of record is/are: **CHRIS ALLEN HAMMOND**

By Virtue of Personal Representative's Distributive Deed recorded 3/26/2014 in OR 7150/1103

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 Coastal Bank and Trust, a Division of Synovus Bank recorded 06/23/2014 OR 7185/1748**
- b. **Assignment of Rents and Leases in favor of Coastal Bank and Trust, a Division of Synovus Bank recorded 06/23/2014 OR 7185/1760**

4. Taxes:

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

Tax Account #: 14-1067-000

Assessed Value: \$60,830.00

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:	<u>DEC 4, 2024</u>
TAX ACCOUNT #:	<u>14-1067-000</u>
CERTIFICATE #:	<u>2022-7059</u>

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

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

CHRIS A HAMMOND
1200 N 9TH AVE
PENSACOLA FL 32501

CHRIS A HAMMOND
900 BLK E DESOTO ST
PENSACOLA FL 32501

COASTAL BANK AND TRUST A
DIVISION OF SYNOVUS BANK
1148 BROADWAY
COLUMBUS GA 31901

CHRIS ALLEN HAMMOND
2700 WEST HERNANDEZ ST
PENSACOLA FL 32501

Certified and delivered to Escambia County Tax Collector, this 15th day of Aug, 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

August 15, 2024

Tax Account #:14-1067-000

LEGAL DESCRIPTION EXHIBIT "A"

S 100 FT OF W1/2 OF LT 17 AND OF LT 18 BLK 132 NEW CITY TRACT OR 7150 P 1103 CA 66

SECTION 00, TOWNSHIP 0 S, RANGE 00 W

TAX ACCOUNT NUMBER 14-1067-000(1224-11)

**THIS INSTRUMENT PREPARED
WITHOUT BENEFIT OF TITLE EXAMINATION BY**

Richard N. Sherrill, Esq.
CLARK, PARTINGTON, HART, LARRY,
BOND & STACKHOUSE
Suite 800, 125 West Romana Street
Post Office Drawer 13010
Pensacola, Florida 32591-3010

TAX PARCEL I.D. #:000S009025190132^v and 000S009025170132^v

PERSONAL REPRESENTATIVE'S DISTRIBUTIVE DEED

THIS INDENTURE is made the 26th day of March, 2014 by and between
CHRIS ALLAN HAMMOND, the duly qualified and acting Personal Representative of the Estate of
TIMOTHY J. HAMMOND, deceased (hereinafter the "Grantor"), to CHRIS ALLAN HAMMOND;
(hereinafter "Grantee") whose post office address is 1200 North 9th Avenue, Pensacola, Florida
32501, for the following uses and purposes:

RECITALS:

TIMOTHY J. HAMMOND (the "Decedent") died testate a resident of Escambia County,
Florida, on October 1, 2011, seized and possessed of the real property hereinafter described.
Title to such property passed to the Grantee as of the date of the Decedent's death pursuant to
the provision of the Decedent's Last Will and Testament, which was admitted to probate and
record by the Circuit Court for Escambia County, Florida, Probate Division, in Case Number
2011-CP-000932, subject only to the right of the Grantor to sell or encumber the property for
the purpose of defraying claims, costs, and expenses of administration of Decedent's estate.
The Grantor now wishes to distribute the real property to the Grantee and evidence the release
of the real property from the right of the Grantor to sell or encumber the real property.

NOW, THEREFORE, in consideration of the foregoing and in connection with the
distribution of the estate of the Decedent, the Grantor has released to the Grantee the right to
sell or encumber the real property and does hereby grant, convey, and confirm unto the
Grantee, the Grantee's heirs and assigns forever, all of the interest of the Decedent in and to
the real property situated in Escambia County, Florida, described as follows:

**The South 100 feet of Lot 19 and 20, Block 132, NEW CITY
TRACT, Escambia County, Florida.**

AND

**The South 100 feet of the West one half of Lot 17 and the
South 100 feet of Lot 18, Block 132, NEW CITY TRACT, Escambia
County, Florida. ^v**

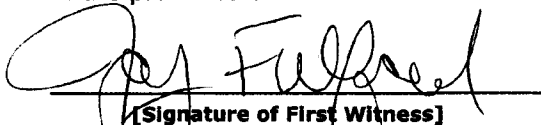
TOGETHER with all and singular the tenements, hereditaments, and appurtenances belonging to or in any way appertaining to that real property subject to all restrictions, reservations, and easements of record, if any, and ad valorem taxes for the current year.

The above described real property was not the constitutionally protected homestead of the Decedent.

Because this deed is given to evidence the distribution of assets of a Decedent's estate, no documentary stamp tax is due.

IN WITNESS WHEREOF, the undersigned, as Personal Representative of the estate of the Decedent, has executed this instrument under seal on the date first written above.


Signed, sealed and delivered
in the presence of:


[Signature of First Witness]

Joy Fulford
[Print/Type Name of First Witness]


[Signature of Second Witness]

Venecia Williams
[Print/Type Name of Second Witness]


CHRIS ALLAN HAMMOND, as Personal
Representative of the Estate of TIMOTHY J.
HAMMOND, Deceased

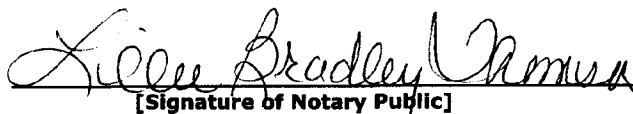
STATE OF FLORIDA)
 : ss.
COUNTY OF ESCAMBIA)

I hereby certify that the foregoing instrument was acknowledged before me this 26th day of March, 2014, by CHRIS ALLAN HAMMOND, as Personal Representative of the Estate of TIMOTHY J. HAMMOND, Deceased, who () is personally known to me, or (x) has produced Fla. Driver License as identification.



LILLIE BRADLEY THOMSEN
COMMISSION # EE 841768
EXPIRES: DEC. 4, 2016

[NOTARIAL SEAL]
A1603277.DOC


[Signature of Notary Public]

Lillie Bradley Thomsen
[Print, Type, or Stamp Name of Notary Public]

State of FLORIDA at Large
Commission Number: EE 841768
My Commission Expires: 12/04/2016

This instrument prepared by:
RICHARD N. SHERRILL, Esq.
Clark, Partington, Hart, Larry,
Bond & Stackhouse
Post Office Box 13010
Pensacola, FL 32591-3010
(850) 434-9200
CPH&H File no. 14-0570

STATE OF FLORIDA
COUNTY OF ESCAMBIA

MORTGAGE AND SECURITY AGREEMENT

THIS MORTGAGE AND SECURITY AGREEMENT, dated the 20th day of June, 2014, from **CHRIS ALLAN HAMMOND**, an unmarried man, whose address is 2700 West Hernandez Street, Pensacola, FL 32501 (hereinafter the "Mortgagor"), to **COASTAL BANK AND TRUST, A DIVISION OF SYNOVUS BANK**, a Georgia chartered bank whose address is 1148 Broadway, Columbus, Georgia 31901, (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. **REAL PROPERTY.** That certain real property lying and being in Escambia County, Florida and being more particularly described on Exhibit "A" attached hereto and made a part hereof.

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. **APPURTENANCES.** 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 itself, its 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, its 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 connection 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 **SECURED INDEBTEDNESS.** 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 even date herewith for the sum of **ONE HUNDRED FIFTY-ONE THOUSAND AND 00/100 DOLLARS (\$151,000.00)** made by the Mortgagor, and Poor Richards Antiques, Inc., a Florida corporation and 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 (for purposes of this Agreement any reference to "Mortgagor" shall mean and include Poor Richards Antiques, Inc., a Florida corporation as a co-maker of the Note where obligations under the Note are referenced);

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 THREE HUNDRED TWO THOUSAND 00/100 DOLLARS (\$302,000.00); 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 a quittances therefore 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 PAYMENT OF INDEBTEDNESS. 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.

2.03 TAXES, 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 therefore as and when they become severally due and payable. An official receipt therefore shall be conclusive evidence of such payment and the validity of such charges.

2.04 INSURANCE. Mortgagor will keep the Premises insured against loss or damage by fire, flood, windstorm 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 lien of this Mortgage shall extend to and secure the same.

2.08 INDEMNIFICATION. 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.

2.10 APPRAISALS/ENVIRONMENTAL REPORTS: Mortgagee shall have the right to obtain from time to time (but no more frequently than once per calendar quarter) an appraisal of all or any part of the Premises (each, an "Appraisal"). Each Appraisal shall be prepared by a third-party appraiser satisfactory to, and engaged directly by, Mortgagee, in accordance with written instructions from Mortgagee. Mortgagee shall not be obligated to notify Mortgagor in advance that an Appraisal is being prepared. The cost of each Appraisal obtained by Mortgagee shall be borne by Mortgagor and shall be paid by Mortgagor to Mortgagee within five (5) days of written demand for payment; provided, however, that Mortgagor may request, and Mortgagee may approve or disapprove in its sole and absolute discretion, that Mortgagee make an additional advance to Mortgagor to cover the cost of the Appraisal. The additional advance, if approved, shall be evidenced by a renewal promissory note, mortgage modification agreement, and/or other documentation satisfactory to Mortgagee, and Mortgagor shall be solely responsible for paying all costs associated therewith, including, but not limited to, documentary stamp taxes, intangibles taxes, recording fees, document preparation and closing fees, and title insurance searches and endorsements. Mortgagor acknowledges and agrees that Mortgagee shall have the right to obtain each Appraisal, and Mortgagor shall have the obligation to pay for each Appraisals, whether or not Mortgagor is in default hereunder or under the Note. Mortgagor's failure to timely pay Mortgagee for the cost of an Appraisal shall be a default hereunder and under the Note. Provided that Mortgagor has paid Mortgagee for the cost of the Appraisal, upon written request by Mortgagor, Mortgagee shall deliver to Mortgagor a copy of the Appraisal. In addition, Mortgagee shall have the right to obtain from time to time (but no more frequently than once per calendar year) an environmental assessment report, including, but not limited to, a Phase I and/or Phase II environmental assessments, of all or any part of the Premises (each, an "Environmental Report"). Each Environmental Report shall be prepared by a third-party environmental consultant satisfactory to, and engaged directly by, Mortgagee, in accordance with written instructions from Mortgagee. Mortgagee shall not be obligated to notify Mortgagor in advance that an Environmental Report is being conducted. The cost of each Environmental Report obtained by Mortgagee shall be borne by Mortgagor and shall be paid by Mortgagor within five (5) days of written demand for payment; provided, however, that Mortgagor may request, and Mortgagee may approve or disapprove in its sole and

absolute discretion, that Mortgagee make an additional advance to Mortgagor to cover the cost of the Environmental Report. The additional advance, if approved, shall be evidenced by a renewal promissory note, mortgage modification agreement, and/or other documentation satisfactory to Mortgagee, and Mortgagor shall be solely responsible for paying all costs associated therewith, including, but not limited to, documentary stamp taxes, intangibles taxes, recording fees, document preparation and closing fees, and title insurance searches and endorsements. Mortgagor acknowledges and agrees that Mortgagee shall have the right to obtain Environmental Reports and Mortgagor shall have the obligation to pay for those Environmental Reports whether or not Mortgagor is in default hereunder or under the Note. Mortgagor's failure to timely pay Mortgagee for the cost of an Environmental Report shall be a default hereunder and under the Note. Provided that Mortgagor has paid Mortgagee for the cost of the Environmental Report, upon written request by Mortgagee, Mortgagee shall deliver to Mortgagor a copy of the Environmental Report."

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, Mortgagee, its successors or assigns, shall be entitled to apply at any time pending such foreclosure suit to the court having jurisdiction thereof for the appointment of a receiver for all and singular the 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. Mortgagor 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 **SUBROGATION.** 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 canceled 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 required by Mortgagee to carry out the provisions of this Mortgage.

4.05 **ENTIRE AGREEMENT, WAIVER OF JURY TRIAL.** It is understood and agreed that: ANY CONTEMPORANEOUS OR PRIOR REPRESENTATIONS, STATEMENTS, UNDERSTANDINGS AND AGREEMENTS, ORAL OR WRITTEN, BETWEEN 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 EMBODIED IN THIS MORTGAGE. MORTGAGEE AND MORTGAGOR HEREBY 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. THIS PARAGRAPH IS A MATERIAL INDUCEMENT FOR THE MORTGAGEE MAKING THE LOAN TO MORTGAGOR.

{Signature Page Follows On The Next Page}

Mortgagor has hereunto set their hand and seal the day and year first above written.

Signed, sealed and delivered
in the presence of:

Richard N. Sherrill
Richard N. Sherrill

MORTGAGOR:

Chris Allan Hammond
Chris Allan Hammond

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 20 day of June, 2014 by Chris Allan Hammond, who (☒) is personally known to me or who () has produced _____ as identification.

(NOTARIAL SEAL)  RICHARD N. SHERRILL
COMMISSION # EE 105778
EXPIRES: Sept. 12, 2015

Richard N. Sherrill
NOTARY PUBLIC
Commission number: _____
My Commission expires: _____

EXHIBIT "A"

The land referred to herein below is situated in the County of Escambia, State of Florida, and is described as follows:

The South 100 feet of Lots 19 and 20, Block 132, New City Tract, City of Pensacola, Escambia County, Florida, according to the map of said city copyrighted by Thomas C. Watson in 1906.

And

The South 100 feet of the West one-half of Lot 17 and the South 100 feet of Lot 18, Block 132, New City Tract, City of Pensacola, Escambia County, Florida, according to the map of said city copyrighted by Thomas C. Watson in 1906.

This instrument prepared by:
RICHARD N. SHERRILL, Esq.
Clark, Partington, Hart, Larry,
Bond & Stackhouse
Post Office Box 13010
Pensacola, FL 32591-3010
(850) 434-9200
CPH&H File no. 14-0570

STATE OF FLORIDA
COUNTY OF ESCAMBIA

ASSIGNMENT OF RENTS AND LEASES

THIS ASSIGNMENT OF RENTS AND LEASES (the "Assignment"), made this 20th day of June, 2014, by and between **CHRIS ALLAN HAMMOND**, whose address is 2700 West Hernandez Street, Pensacola, Florida 32501 (the "Assignor"), whether there be one or more, masculine or feminine, and hereinafter referred to in the singular, and **COASTAL BANK AND TRUST, A DIVISION OF SYNOVUS BANK**, a Georgia chartered bank whose address is 1148 Broadway, Columbus, Georgia 31901 (the "Assignee");

W I T N E S S E T H:

For value received, as additional security for the Loan, as that term is hereinafter defined, and such future or additional advances as may be made by Assignee at the option of Assignee to Assignor (hereinafter collectively the "Indebtedness"), Assignor hereby sells, transfers and assigns unto Assignee, its successors and assigns, all the right, title and interest of Assignor in and to the rents, issues, profits, revenues, royalties, rights and benefits (collectively the "Rents") from that certain tract or parcel of real property lying and being in Escambia County (the "Property"), and being more particularly described on the Exhibit "A" attached hereto and made a part hereof:

AND TO THAT END Assignor assigns and sets over unto Assignee, its successors and assigns, all leases of the Property now made, executed or written, whether written or verbal, or to be made hereafter, whether written or verbal (the "Leases").

AND Assignor does authorize and empower Assignee, its successors and assigns, to collect the Rents as they shall become due, and does direct each and all of the tenants of the Property to pay the Rents as now may be due or shall become due hereafter to Assignee, its successors and assigns, upon demand for payment by Assignee, its successors and assigns. It is understood and agreed, however, that no such demand shall be made unless and until there has been a default in the payment of the Indebtedness, but the tenants shall pay the Rents to Assignee upon such demand without the necessity of inquiry into the propriety of doing so, and shall be fully protected in so doing. Until such demand is made, Assignor is authorized to collect, or continue collecting, the Rents, but this privilege shall not operate to permit the collection by Assignor of any installment of Rent in advance of the date prescribed in the Lease or Leases for its or their payment.

The term of this Assignment shall be until that certain loan (the "Loan") of even date herewith made by Assignee to Assignor and Poor Richards Antiques, Inc., in the original principal sum of **ONE HUNDRED FIFTY ONE THOUSAND AND 00/100THS DOLLARS (\$151,000.00)** evidenced by that certain promissory note made by Assignor and Poor Richards Antiques, Inc. in favor of Assignee in the original principal sum of \$151,000.00 (the "Note") and a Mortgage and Security Agreement securing the Assignor's obligation under the Loan (and any extension, renewal or modification thereof) of even date herewith, made, executed and delivered by Assignor to Assignee, covering the Property (the "Mortgage"), shall have been paid and satisfied fully, or until the expiration of the period of redemption, if any, at which time this Assignment is

to be fully satisfied, canceled and released, and the releasing, cancelling, or satisfaction of the Mortgage shall constitute a release, cancellation or satisfaction of this Assignment.

All Rents collected under this Assignment, less the expense of collection, if any, shall be applied on account of taxes and assessments on the Property, insurance premiums and delinquencies of principal and interest under the promissory note and mortgage made by Assignor in favor of Assignee on even date herewith, or any other document or instrument evidencing or securing the Indebtedness, as may be determined by Assignee in its sole discretion.

It is expressly covenanted and agreed by Assignor that at the time of the execution and delivery of this Assignment there has been no anticipation or prepayment of any Rents by any of the tenants occupying the Property or by any of the lessees in any of the Leases, except as reflected in the Leases.

It is further covenanted and agreed that Assignor and its successors and assigns, shall have no right, power or authority to alter, modify or amend the terms, of any of the Leases without first obtaining the consent in writing of Assignee to such alteration, modification or amendment.

Nothing contained in this Assignment shall be construed as making Assignee, or its successors and assigns, a mortgagee in possession, nor shall Assignee, or its successors and assigns, be liable for laches or failure to collect the Rents, and it is understood that Assignee is to account only for such sums as actually are collected.

IT IS UNDERSTOOD AND AGREED that neither the existence of this Assignment, nor the exercise of the privilege to collect the Rents under it, shall be construed as a waiver by Assignee, or its successors and assigns, of the right to enforce payment of the Indebtedness in strict accordance with the terms and provisions of any document or instrument evidencing or securing the Indebtedness for which this Assignment is given as security.

IN WITNESS WHEREOF, Assignor has caused these presents to be executed the day and year first above written.

ASSIGNOR:


Chris Allan Hammond

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 20 day of June, 2014 by Chris Allan Hammond, who (✓) is personally known to me or who () has produced _____ as identification.

(NOTARIAL SEAL)



RICHARD N. SHERRILL
COMMISSION # EE 105778
EXPIRES: Sept. 12, 2015

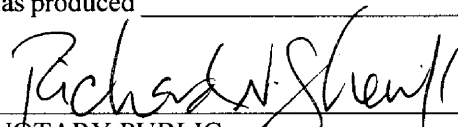

NOTARY PUBLIC

EXHIBIT "A"

The land referred to herein below is situated in the County of Escambia, State of Florida, and is described as follows:

The South 100 feet of Lots 19 and 20, Block 132, New City Tract, City of Pensacola, Escambia County, Florida, according to the map of said city copyrighted by Thomas C. Watson in 1906.

And

The South 100 feet of the West one-half of Lot 17 and the South 100 feet of Lot 18, Block 132, New City Tract, City of Pensacola, Escambia County, Florida, according to the map of said city copyrighted by Thomas C. Watson in 1906.

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

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

CERTIFICATE # 07059 of 2022

I, PAM CHILDERS, CLERK OF THE CIRCUIT COURT OF ESCAMBIA COUNTY, FLORIDA, do hereby certify that I did on October 17, 2024, mail a copy of the foregoing Notice of Application for Tax Deed, addressed to:

CHRIS A HAMMOND COASTAL BANK AND TRUST A DIV OF SYNOVUS BANK
1200 N 9TH AVE 1148 BROADWAY
PENSACOLA, FL 32501 COLUMBUS GA 31901

CHRIS ALLEN HAMMOND
2700 WEST HERNANDEZ ST
PENSACOLA FL 32501

WITNESS my official seal this 17th day of October 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 December 4, 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. 07059**, 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:

S 100 FT OF W1/2 OF LT 17 AND OF LT 18 BLK 132 NEW CITY TRACT OR 7150 P 1103 CA 66

SECTION 00, TOWNSHIP 0 S, RANGE 00 W

TAX ACCOUNT NUMBER 141067000 (1224-11)

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

CHRIS A HAMMOND

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 December, which is the **4th day of December 2024.**

Dated this 21st day of October 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 **December 4, 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. 07059**, 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:

S 100 FT OF W1/2 OF LT 17 AND OF LT 18 BLK 132 NEW CITY TRACT OR 7150 P 1103 CA 66

SECTION 00, TOWNSHIP 0 S, RANGE 00 W

TAX ACCOUNT NUMBER 141067000 (1224-11)

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

CHRIS A HAMMOND

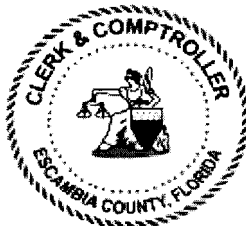
Unless said certificate shall be redeemed according to law, the property described therein will be sold to the highest bidder at public auction at 9:00 A.M. on the **first** Wednesday in the month of December, which is the **4th day of December 2024**.

Dated this 21st day of October 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.

Post Property:

900 BLK E DESOTO ST 32501



**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 **December 4, 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. 07059**, 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:

S 100 FT OF W1/2 OF LT 17 AND OF LT 18 BLK 132 NEW CITY TRACT OR 7150 P 1103 CA 66

SECTION 00, TOWNSHIP 0 S, RANGE 00 W

TAX ACCOUNT NUMBER 141067000 (1224-11)

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

CHRIS A HAMMOND

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 December, which is the **4th day of December 2024**.

Dated this 21st day of October 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.

Personal Services:

CHRIS A HAMMOND
1200 N 9TH AVE
PENSACOLA, FL 32501

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

1224-11

Document Number: ECSO24CIV037113NON

Agency Number: 25-000809

Court: TAX DEED

County: ESCAMBIA

Case Number: CERT NO 07059 2022

Attorney/Agent:

PAM CHILDERS
CLERK OF COURT
TAX DEED

Plaintiff: RE: CHRIS A HAMMOND

Defendant:

Type of Process: NOTICE OF APPLICATION FOR TAX DEED

Non-Executed

Received this Writ on 10/25/2024 at 9:35 AM and after a diligent search in ESCAMBIA COUNTY, FLORIDA for CHRIS A HAMMOND , Writ was returned to court UNEXECUTED on 10/28/2024 for the following reason:

1200 NORTH 9TH AVENUE IS A BUSINESS THAT HAS CLOSED; SUBJECT IS DECEASED. NO ADDITIONAL INFORMATION GAINED THROUGH DUE DILIGENCE EFFORTS.

CHIP W SIMMONS, SHERIFF
ESCAMBIA COUNTY, FLORIDA

By: _____

K. Lucas 9/16

K. LUCAS, CPS

Service Fee: \$40.00

Receipt No: BILL

Printed By: LCMITCHE

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 December 4, 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. 07059**, 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:

S 100 FT OF W1/2 OF LT 17 AND OF LT 18 BLK 132 NEW CITY TRACT OR 7150 P 1103 CA 66

SECTION 00, TOWNSHIP 0 S, RANGE 00 W

TAX ACCOUNT NUMBER 141067000 (1224-11)

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

CHRIS A HAMMOND

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 December, which is the **4th day of December 2024**.

Dated this 21st day of October 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.

Personal Services:

CHRIS A HAMMOND
1200 N 9TH AVE
PENSACOLA, FL 32501



PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

By:
Emily Hogg
Deputy Clerk

RECEIVED
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA
OCT 23 2024

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 December 4, 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. 07059**, 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:

S 100 FT OF W1/2 OF LT 17 AND OF LT 18 BLK 132 NEW CITY TRACT OR 7150 P 1103 CA 66

SECTION 00, TOWNSHIP 0 S, RANGE 00 W

TAX ACCOUNT NUMBER 141067000 (1224-11)

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

CHRIS A HAMMOND

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 December, which is the **4th day of December 2024**.

Dated this 21st day of October 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.

Personal Services:

CHRIS A HAMMOND
1200 N 9TH AVE
PENSACOLA, FL 32501

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

1224-11

Document Number: ECSO24CIV037041NON

Agency Number: 25-000753

Court: TAX DEED

County: ESCAMBIA

Case Number: CERT NO 07059 2022

Attorney/Agent:

PAM CHILDERS
CLERK OF COURT
TAX DEED

Plaintiff: RE: CHRIS A HAMMOND

Defendant:

Type of Process: NOTICE OF APPLICATION FOR TAX DEED

Received this Writ on 10/25/2024 at 9:32 AM and served same at 8:29 AM on 10/28/2024 in ESCAMBIA COUNTY, FLORIDA, by serving POST PROPERTY , the within named, to wit: , .

POSTED TO PROPERTY PER CLERKS OFFICE INSTRUCTIONS.

CHIP W SIMMONS, SHERIFF
ESCAMBIA COUNTY, FLORIDA

By:



K. LUCAS, CPS

Service Fee: \$40.00

Receipt No: BILL

Printed By: MRM

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 December 4, 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. 07059**, 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:

S 100 FT OF W1/2 OF LT 17 AND OF LT 18 BLK 132 NEW CITY TRACT OR 7150 P 1103 CA 66

SECTION 00, TOWNSHIP 0 S, RANGE 00 W

TAX ACCOUNT NUMBER 141067000 (1224-11)

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

CHRIS A HAMMOND

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 December, which is the **4th day of December 2024**.

Dated this 21st day of October 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.

Post Property:

900 BLK E DESOTO ST 32501



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

By:
Emily Hogg
Deputy Clerk

RECEIVED
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA
OCT 21 2024



CHRIS A HAMMOND [1224-11]
1200 N 9TH AVE
PENSACOLA, FL 32501

9171 9690 0935 0129 1074 41

COASTAL BANK AND TRUST A DIV
OF SYNOVUS BANK [1224-11]
1148 BROADWAY
COLUMBUS GA 31901

9171 9690 0935 0129 1074 34

CHRIS ALLEN HAMMOND [1224-11]
2700 WEST HERNANDEZ ST
PENSACOLA FL 32501

9171 9690 0935 0129 1074 27

Contact

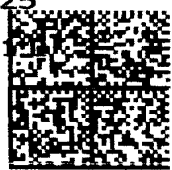
CERTIFIED MAIL



PENSACOLA FL 325

NOV 20 2024 PM 1:11

074 41



quadiant

FIRST-CLASS MAIL
IMI

\$008.16⁰

10/24/2024 ZIP 32502
043M31219251

US POSTAGE

Pam Childers
Clerk of the Circuit Court & Comptroller
Official Records
221 Palafox Place, Suite 110
Pensacola, FL 32502

2024 NOV 20 P 1:11
PENSACOLA COUNTY FL

CHRIS A H
PENS

UNCLAIMED
UNCLAIMED

1224-11

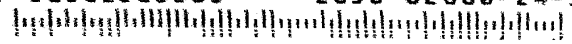
NIXIE

322 DC 1

NE
0011/17/24

RETURN TO SENDER
UNCLAIMED
UNABLE TO FORWARD

BC: 32502583335 *2638-02660-24-35



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 ASSEMBLY TAX 36 LLC holder of Tax Certificate No. 07059, 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:

S 100 FT OF W1/2 OF LT 17 AND OF LT 18 BLK 132 NEW CITY TRACT OR 7150 P 1103 CA 66

SECTION 00, TOWNSHIP 0 S, RANGE 00 W
TAX ACCOUNT NUMBER 141067000 (1224-11)

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

CHRIS A HAMMOND

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 December, which is the 4th day of December 2024.

Dated this 24th day of October 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

4WR10/30-11/20TD

Name: Emily Hogg, Deputy Clerk
Order Number: 7493
Order Date: 10/25/2024
Number Issues: 4
Pub Count: 1
First Issue: 10/30/2024
Last Issue: 11/20/2024
Order Price: \$200.00
Publications: The Summation Weekly
Pub Dates: The Summation Weekly: 10/30/2024, 11/6/2024, 11/13/2024, 11/20/2024

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 07059 ASSEMBLY TAX 36 LLC - Hammond

was published in said newspaper in and was printed and released from 10/30/2024 until 11/20/2024 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 11/20/2024, 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

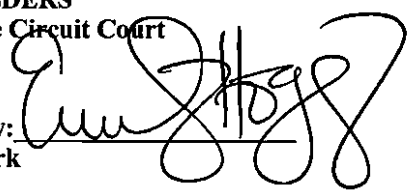
**PAM CHILDERS, CLERK OF THE CIRCUIT COURT
Tax Certificate Redeemed From Sale
Account: 141067000 Certificate Number: 007059 of 2022**

**Payor: DAVID ACKERMAN FOR THE ESTATE CHRIS A HAMMOND 15 W LA RUA ST
PENSACOLA FL 32502 Date 11/26/2024**

Clerk's Check #	1001069883	Clerk's Total	\$510.12
Tax Collector Check #	1	Tax Collector's Total	\$4,739.47
		Postage	\$24.60
		Researcher Copies	\$0.00
		Recording	\$10.00
		Prep Fee	\$7.00
		Total Received	\$5,291.79

\$5,251.79

**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 007059

Redeemed Date 11/26/2024

Name DAVID ACKERMAN FOR THE ESTATE CHRIS A HAMMOND 15 W LA RUA ST PENSACOLA FL 32502

Clerk's Total = TAXDEED	\$510.72 \$5,210.19
Due Tax Collector = TAXDEED	\$4,739.47
Postage = TD2	\$24.60
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
------	--------	------	-------------	------------	------------

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: 141067000 Certificate Number: 007059 of 2022

Redemption ☒ Yes ☐ No Application Date Interest Rate

	Final Redemption Payment ESTIMATED	Redemption Overpayment ACTUAL
	Auction Date <input type="text" value="12/4/2024"/>	Redemption Date <input type="text" value="11/26/2024"/>
Months	8	7
Tax Collector	<input type="text" value="\$4,226.09"/>	<input type="text" value="\$4,226.09"/>
Tax Collector Interest	\$507.13	\$443.74
Tax Collector Fee	<input type="text" value="\$6.25"/>	<input type="text" value="\$6.25"/>
Total Tax Collector	\$4,739.47	<input type="text" value="\$4,676.08"/> TC
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	\$54.72	\$47.88
Total Clerk	\$510.72	<input type="text" value="\$503.88"/> CH
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="\$24.60"/>	<input type="text" value="\$24.60"/>
Researcher Copies	<input type="text" value="\$0.00"/>	<input type="text" value="\$0.00"/>
Total Redemption Amount	\$5,291.79	\$5,221.56
	Repayment Overpayment Refund Amount	\$70.23