

# **CERTIFICATION OF TAX DEED APPLICATION**

Sections 197.502 and 197.542, Florida Statutes

DR-513 Rule 12D-16.002 F.A.C Effective 07/19 Page 1 of 2

0325.84

<u> </u>	Application Infor	Hation	75. 3				
Applicant Name Applicant Address	ATCF II FLORIDA-A, LLC PO BOX 69239 BALTIMORE, MD 21264-9239		Application	date	Apr 17, 2024		
Property description	ROSCISZEWSKI MICHAL 1801 E CROSS ST PENSACOLA, FL 32503			Certificate #	! 	2022 / 7126	
1801 E CROSS ST 14-2771-000 LTS 1 2 AND W 10 FT OF LT 3 NEW CITY TRACT BLK 323 OR 8148 P 714 CA 36		Y TRACT	Date certificate issued		06/01/2022		
Part 2: Certificat	es Owned by App	licant and	i Filed wi	th Tax Deed	Application		
Column 1 Certificate Number	Column Date of Certific			olumn 3 unt of Certificate		ımn 4 erest	Column 5: Total (Column 3 + Column 4)
# 2022/7126	06/01/20		T acc 7 mo	3,827.40		191.37	4,018.77
			<u></u>		→P	art 2: Total*	4,018.77
Part 3: Other Ce	rtificates Redeeme	ed by Apı	olicant (O	ther than Co	untv)		
Column 1 Certificate Number	Column 2 Date of Other Certificate Sale	Colu Face A	mn 3 mount of ertificate	Column 4 Tax Collector's	C	olumn 5 Interest	Total (Column 3 + Column 4 + Column 5)
# 0000 7004							
# 2023//294	06/01/2023		4,100.14		6.25	253.70	4,360.09
# 2023//294	06/01/2023		4,100.14			253.70 art 3: Total*	4,360.09 4,360.09
the second secon	06/01/2023	oun <b>t</b> s (Li					
Part 4: Tax Colle			nes 1-7)	r certificates rec	Padeemed by a	art 3: Total*	<b>4,360.09</b>
Part 4: Tax Colle  1. Cost of all cert	ector Certified Am	possessio	nes 1-7)	r certificates rec	Padeemed by a	art 3: Total*	<b>4,360.09</b>
Part 4: Tax Colle  1. Cost of all cert  2. Delinquent tax	ector Certified Am	possessio	nes 1-7)	r certificates rec	Padeemed by a	art 3: Total*	<b>4,360.09</b> 8,378.86
Part 4: Tax Colle  1. Cost of all cert  2. Delinquent tax  3. Current taxes	ector Certified Am ificates in applicant's es paid by the applica	possessio	nes 1-7)	r certificates rec	Padeemed by a	art 3: Total*	<b>4,360.0</b> 9 8,378.86
Part 4: Tax Colle  1. Cost of all cert  2. Delinquent tax  3. Current taxes	ector Certified Am ificates in applicant's es paid by the applicant paid by the applicant nation report fee	possessio	nes 1-7)	r certificates rec	Padeemed by a	art 3: Total*	4,360.09 8,378.86 0.00 4,148.82
Part 4: Tax Colle  1. Cost of all cert  2. Delinquent tax  3. Current taxes  4. Property inforr  5. Tax deed appl	ector Certified Am ificates in applicant's es paid by the applicant paid by the applicant nation report fee	possession	nes 1-7)	r certificates rec (*	Padeemed by approved the second secon	oplicant 2 2 + 3 above	4,360.09 8,378.86 0.00 4,148.82 200.00
Part 4: Tax Colle 1. Cost of all cert 2. Delinquent tax 3. Current taxes 4. Property inforr 5. Tax deed appl	ector Certified Am ificates in applicant's es paid by the applicant paid by the applicant nation report fee ication fee ed by tax collector und	possession	nes 1-7)	r certificates rec (*	Jeemed by a Total of Parts	oplicant 2 2 + 3 above	4,360.09 8,378.86 0.00 4,148.82 200.00 175.00
<ol> <li>Cost of all cert</li> <li>Delinquent tax</li> <li>Current taxes</li> <li>Property inform</li> <li>Tax deed appl</li> <li>Interest accrue</li> <li>I certify the above in</li> </ol>	ector Certified Am ificates in applicant's es paid by the applicant paid by the applicant nation report fee ication fee ed by tax collector une	possession ant der s.197.5	nes 1-7) n and other	ee Tax Collecto	Jeemed by an Total of Parts or Instructions	oplicant is 2 + 3 above; is, page 2) d (Lines 1-6)	4,360.09 8,378.86 0.00 4,148.82 200.00 175.00 0.00

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

46.25

Par	t 5: Clerk of Court Certified Amounts (Lines 8-14)
8.	Processing tax deed fee
9.	Certified or registered mail charge
10.	Clerk of Court advertising, notice for newspaper, and electronic auction fees
11.	Recording fee for certificate of notice
12.	Sheriff's fees
13.	Interest (see Clerk of Court Instructions, page 2)
14.	Total Paid (Lines 8-13)
15.	Plus one-half of the assessed value of homestead property, if applicable under s. 197.502(6)(c), F.S.
16.	Statutory opening bid (total of Lines 7, 14, 15, and 16 if applicable)
Sign	here: Date of sale 03/05/2025  Signature, Clerk of Court or Designee

# INSTRUCTIONS

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

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

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

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

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

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

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

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

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

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

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

## Clerk of Court (complete Part 5)

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

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

# **APPLICATION FOR TAX DEED**

512 R. 12/16

Section 197.502, Florida Statutes

Application Number: 2400295

To: Tax Collector of ESCA	MBIA COUNTY	, Florida	
I, ATCF II FLORIDA-A, LLC PO BOX 69239 BALTIMORE, MD 21264-9239, hold the listed tax certificate an		same to the Tax	Collector and make tax deed application thereon:
Account Number	Certificate No.	Date	Legal Description
14-2771-000	2022/7126	06-01-2022	LTS 1 2 AND W 10 FT OF LT 3 NEW CITY TRACT BLK 323 OR 8148 P 714 CA 36
<ul> <li>pay all delinquent and</li> <li>pay all Tax Collector's Sheriff's costs, if appli</li> </ul>	ng tax certificates plus in d omitted taxes, plus into s fees, property informati cable.	erest covering the	·
Electronic signature on file ATCF II FLORIDA-A, LLC PO BOX 69239 BALTIMORE, MD 21264-92	239 s signature		04-17-2024 Application Date
, привани	o organization		



**Real Estate Search** 

**Tangible Property Search** 

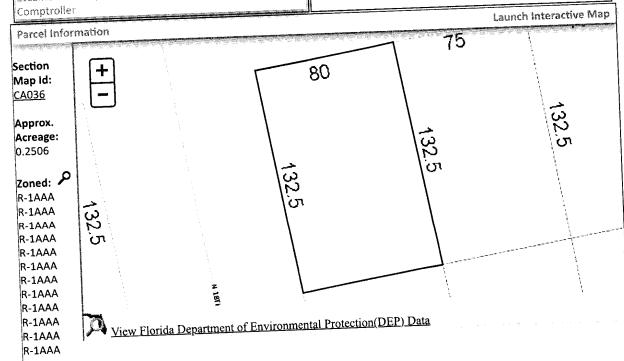
Sale List

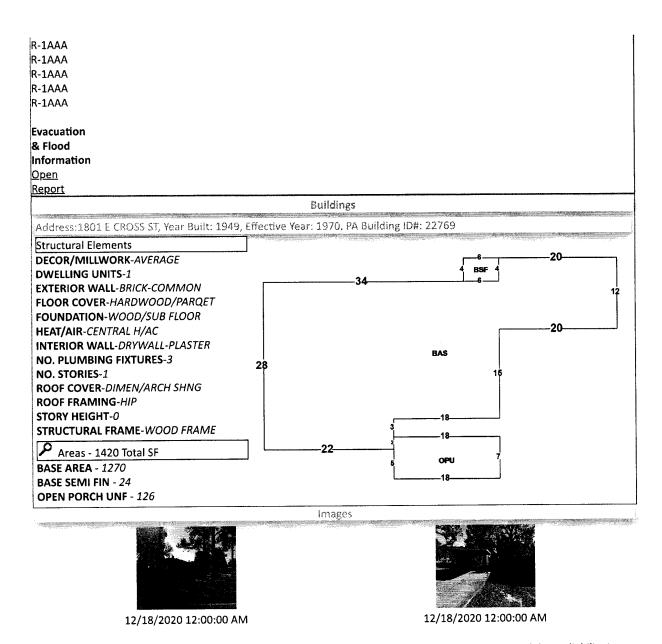
## **Back**

Printer Friendly Version Nav. Mode 

Account 

Parcel ID Assessments General Information Cap Val Total Imprv Land Year 0005009025001323 Parcel ID: \$231,579 \$244,624 \$106,824 \$137,800 2023 142771000 \$210,527 Account: \$224,017 \$96,817 2022 \$127,200 ROSCISZEWSKI MICHAL Owners: \$191,389 \$203,598 \$76,398 \$127,200 2021 1801 E CROSS ST Mail: PENSACOLA, FL 32503 Disclaimer 1801 E CROSS ST 32503 Situs: SINGLE FAMILY RESID 🔎 Use Code: Tax Estimator Taxing PENSACOLA CITY LIMITS File for Exemption(s) Online **Authority:** Open Tax Inquiry Window Tax Inquiry: **Report Storm Damage** Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector 2023 Certified Roll Exemptions Sales Data Official Records None Sale Date Book Page Value (New Window) م \$180,000 WD 08/09/2019 8148 714 Legal Description LTS 1 2 AND W 10 FT OF LT 3 NEW CITY TRACT BLK 323 OR \$45,500 WD 03/06/2015 7561 812 8148 P 714 CA 36 08/01/2012 6891 1755 \$100,000 WD \$100 WD 12/2002 5032 874 09/2002 4969 1398 \$70,000 WD Extra Features Official Records Inquiry courtesy of Pam Childers CARPORT Escambia County Clerk of the Circuit Court and





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.

Pam Childers CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY FLORIDA INST# 2024036487 5/13/2024 3:08 PM OFF REC BK: 9145 PG: 1932 Doc Type: TDN

# NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That ATCF II FLORIDA-A LLC holder of Tax Certificate No. 07126, 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:

### LTS 1 2 AND W 10 FT OF LT 3 NEW CITY TRACT BLK 323 OR 8148 P 714 CA 36

SECTION 00, TOWNSHIP 0 S, RANGE 00 W

TAX ACCOUNT NUMBER 142771000 (0325-84)

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

### MICHAL ROSCISZEWSKI

Unless said certificate shall be redeemed according to law, the property described therein will be sold to the highest bidder at public auction at 9:00 A.M. on the first Wednesday in the month of March, which is the 5th day of March 2025.

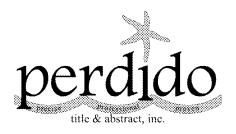
Dated this 13th day of May 2024.

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

COMPT TO THE PARTY OF THE PARTY

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 #:	14-2771-000	CERTIFICATE #:	2022-7126
REPORT IS LIMITED	T TITLE INSURANCE. THI O TO THE PERSON(S) EXPI ORT AS THE RECIPIENT(S	RESSLY IDENTIFIED BY	NAME IN THE PROPERTY
listing of the owner(s) tax information and a l encumbrances recorded title to said land as liste	ed on page 2 herein. It is the If a copy of any document lis	ed herein together with current or unsatisfied leases, mortga its of Escambia County, Flori responsibility of the party na	nt and delinquent ad valorem ges, judgments and da that appear to encumber the amed above to verify receipt of
This Report is subject to: Current year taxes; taxes and assessments due now or in subsequent years; oil, gas, and mineral or any subsurface rights of any kind or nature; easements, restrictions and covenants of record; encroachments, overlaps, boundary line disputes, and any other matters that would be disclosed by an accurate survey and inspection of the premises.			
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 "Repor	rt" herein refers to the Proper	ty Information Report and th	e documents attached hereto.
Period Searched: Nove	ember 20, 2004 to and includ	ding November 20, 2024	Abstractor: Ben Murzin
BY			

Malphel

Michael A. Campbell,

As President

Dated: November 22, 2024

# PROPERTY INFORMATION REPORT

**CONTINUATION PAGE** 

November 22, 2024

Tax Account #: 14-2771-000

1. The Grantee(s) of the last deed(s) of record is/are: MICHAL ROSCISZEWSKI

By Virtue of Warranty Deed recorded 8/19/2019 in OR 8148/714

- 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 Hometap Investment Partners II LP recorded 03/14/2022 OR 8741/452 together with Assignment of Mortgage in favor of Hometap HEI Fund II SPV I recorded 09/09/2024 OR 9200/1243
  - b. Memorandum of Option Purchase Agreement in favor of Hometap Investment Partners II LP recorded 03/17/2022 OR 8744/456
- 4. Taxes:

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

Tax Account #: 14-2771-000 Assessed Value: \$254,736.00

**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:	MAR 5, 2025
TAX ACCOUNT #:	14-2771-000
CERTIFICATE #:	2022-7126
In compliance with Section 197.522, Florida Statutes those persons, firms, and/or agencies having legal in property. The above-referenced tax sale certificate is sale.	terest in or claim against the above-described
YES NO  ☐ ☐ Notify City of Pensacola, P.O. Box 129 ☐ ☐ Notify Escambia County, 190 Governs ☐ Homestead for 2023 tax year.	
MICHAL ROSCISZEWSKI 1801 E CROSS ST PENSACOLA FL 32503	HOMETAP INVESTMENT PARTNERS II LP 800 BOYLSTON ST 16TH FLOOR BOSTON MA 02199
HOMETAP INVESTMENT PARTNERS II LP 75 ARLINGTON ST STE 500 BOSTON MA 02116	HOMETAP HEI FUND II SPV I A DELAWARE STATUTORY TRUST C/O WILMINGTON SAVINGS FUND SOCIETY, FSB, AS TRUSTEE 500 DELAWARE AVE, 11TH FLOOR WILMINGTON, DE 19801

Certified and delivered to Escambia County Tax Collector, this 22<sup>nd</sup> day of November, 2024.

PERDIDO TITLE & ABSTRACT, INC.

Malphel

BY: Michael A. Campbell, As It's President

NOTE: The above listed addresses are based upon current information available, but addresses are not guaranteed to be true or correct.

# PROPERTY INFORMATION REPORT

November 22, 2024 Tax Account #:14-2771-000

# LEGAL DESCRIPTION EXHIBIT "A"

# LTS 1 2 AND W 10 FT OF LT 3 NEW CITY TRACT BLK 323 OR 8148 P 714 CA 36 SECTION 00, TOWNSHIP 0 S, RANGE 00 W TAX ACCOUNT NUMBER 14-2771-000(0325-84)

Recorded in Public Records 8/19/2019 4:04 PM OR Book 8148 Page 714, Instrument #2019071792, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording \$10.00 Deed Stamps \$1,260.00

THIS INSTRUMENT PREPARED BY AND RETURN TO: Janna Berry Surety Land Title of Florida, LLC 2600 N. 12th Avenue PENSACOLA, FL 32503

File No.: 1905802C

Property Appraisers Parcel Identification (Folio) Number: 000S009025001323

	WARRAN	TY DEED
	SPACE ABOVE THIS LINE	E FOR RECORDING DATA
wife, whose post office adherein called the grantors, is 1801 East C (Wherever used herein the term	dress is <b>165B BULWAR M</b> to <b>Michal Rosciszewski</b> whose post o ROSS STREET PCUSA	2019 by Todd H. Benson and Angela M. Benson, husband and ENOR PENSACOLA BEACH FL 3756)  ffice address  Ok. Fl 3253, hereinafter called the Grantee: parties to this instrument and the heirs, legal representatives and assigns
valuable considerations, re-	ceipt whereof is hereby acknowledged,	n of the sum of TEN AND 00/100'S (\$10.00) Dollars and other hereby grants, bargains, sells, aliens, remises, releases, conveys AMBIA County, State of Florida, viz.:
	Vest 10 feet of Lot 3, in Block 323, N County, Florida, copyrighted by Tho	ew City Tract, according to the Map of the City of mas C. Watson in the year 1906.
Subject to easements,	restrictions and reservations of recor	d and taxes for the year 2019 and thereafter.
TOGETHER, with all the	tenements, hereditaments and appurte	nances thereto belonging or in anywise appertaining.
TO HAVE AND TO HO	LD, the same in fee simple forever.	
grantors have good right ar	nd lawful authority to sell and convey s claims of all persons whomsoever; an	ntors are lawfully seized of said land in fee simple; that the aid land, and hereby warrant the title to said land and will defend that said land is free of all encumbrances, except taxes accruing
IN WITNESS WHEREO	F, the said grantors have signed and se	aled these presents the day and year first above written.
Signed, sealed and delivered with the sealed and the sealed with the sealed wi	od in the presence of:	Todd H. Benson
Milly 130	LRLESON	
Witness #1 Printed Name		BY Bousans-
		Charda Bausaul- ATTY IN FACT
Witness #2 Signature  Witness #2 Printed Name	SSER Pheliz	Angela M. Benson by Todd H. Benson as attorney in fact
STATE OF FLORIDA COUNTY OF ESCAMBI	A	
The foregoing instrument value of the Todd H. Benson as attornidentification.	ney in fact who are personally known Jeffery Phelps Notary Public	ay of August, 2019 by Todd H. Benson and Angela M. Benson by to me or have produced DRIVEZ LICENSE as
SEAL	Commission No.GG 231716 Commission Expires: August 23,	2023
	Commission Exp	Motary Public
J <b>e</b> ffen Nota	Phelps Slic	
State Comm Comm	Forda No GG 231716	Printed Notary Name
- <i>F</i>	7	My Commission Expires:

Recorded in Public Records 3/14/2022 11:31 AM OR Book 8741 Page 452, Instrument #2022025974, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording \$86.50 MTG Stamps \$278.25 Int. Tax \$158.97

> After Recording Return To: Hometap Equity Partners, LLC 800 Boylston Street 16th Floor Boston, MA 02199

Recording Requested By:

Hometap Investment Partners II, L.P.

Investment No.: FL822219

Recording Prepared By:

Adam Jaskievic Hometap Equity Partners, LLC 800 Boylston Street, 16th Floor Boston, MA 02199

C-FL829709

Space Above This Line For Recording 1	Data]
	<del></del>

Investment Amount: \$79,484.00

# MORTGAGE AND SECURITY AGREEMENT

This MORTGAGE AND SECURITY AGREEMENT, together with any riders (this "Security Instrument"), is made as of 03/03/2022 ("Signing Date"), by and between Michal Rosciszewski (the "Owner/Mortgagor") and Hometap Investment Partners II, L.P., a Delaware limited partnership, and its successors and assigns ("Hometap/Mortgagee"). Capitalized terms used in this Security Instrument have the meanings provided in this Security Instrument, or if not defined in this Security Instrument, in the Option Purchase Agreement by and between Owner and Hometap (the "Option Agreement") of even date. The Option Agreement, Memorandum of the Option Purchase Agreement, and this Security Instrument are collectively referred to as the "Hometap Homeowner Agreement." \*unmarried

This Mortgage and Security Agreement was prepared by Adam Jaskievic, with an address of: c/o Hometap. 800 Boylston Street, 16th Floor, Boston, MA 02199.

# 1. Grant.

OWNER HEREBY IRREVOCABLY mortgages and conveys to Hometap, and its successors and assigns, a security interest for the benefit of Hometap, and its successors and assigns, in and to the property located at 1801 East Cross Street, Pensacola, FL 32503 and further described on Exhibit A attached hereto (the "Property"), together with all improvements, replacements, and additions now or hereafter erected on the Property, all easements, appurtenances, and fixtures now or hereafter a part of the Property, and all rents, issues, profits, and proceeds, including insurance and condemnation proceeds, from the Property.

# 2. Secured Obligations.

Owner makes the mortgage and conveyance set forth in <u>Section 1</u> to secure the following:

- (a) Owner's performance of each of its obligations in the Hometap Homeowner Agreement:
  - (b) Hometap's rights under the Hometap Homeowner Agreement;
- (c) Homeowner's payment obligations in the Hometap Homeowner Agreement, including:
- (i) Payment of the Hometap Share owed to Hometap pursuant to the terms of the Option Agreement;
- (ii) Payment of all Option Fees owed to Hometap pursuant to <u>Section 6.1</u> of the Option Agreement;
- (iii) Payment of all insurance proceeds owed to Hometap pursuant to <u>Section</u> 6.1 of the Option Agreement;
- (iv) Payment of all condemnation proceeds owed to Hometap pursuant to Section 6.1 of the Option Agreement;
- (v) Payment of the liquidated damages pursuant to <u>Section 7.4</u> of the Option Agreement:
- (vi) Reimbursement of any expenditures made by Hometap pursuant to Section 6.1 and Section 7.2 of the Option Agreement; and
- (d) Payment of all costs, fees, and expenses (including, as allowed by applicable law, court and other dispute resolution costs, attorneys' and experts' fees and costs, and fees and disbursements of in-house counsel) (collectively, "Legal Fees") incurred by Hometap in the enforcement and collection of the obligations listed above and the protection of Hometap's related rights, whether such costs, fees, and expenses are incurred in any state, federal, appellate, or bankruptcy court or otherwise and whether or not litigation or arbitration is commenced. Legal Fees include Legal Fees incurred in any state, federal, appellate, or bankruptcy court and in any bankruptcy case or insolvency proceeding, of any kind in any way related to this Security Instrument, to the interpretation or enforcement of the parties' rights under this Security Instrument, or to the Property.

The foregoing obligations are referred to collectively as the "Obligations."

3. <u>Uniform Commercial Code Security Agreement and Fixture Filing.</u> This Security Instrument also is intended to be and will constitute a fixture filing financing statement and security agreement under the Florida Commercial Code for any items of personal property that constitute fixtures or are specified as part of the Property and that under applicable law may be subject to a security interest under the Florida Commercial Code. Owner grants to Hometap a security interest in those items to secure the performance and payment of the Obligations.

- (a) Owner agrees that Hometap may file this Security Instrument, or a copy of it, in the real estate records or other appropriate index and/or in the Office of the Secretary of State of Florida, as a financing statement for any of the items specified in the preceding paragraph as part of the Property.
- (b) This Security Instrument constitutes a financing statement filed as a fixture filing pursuant to Sections 679.5011(1)(a) and 679.5021(3) of the Florida Commercial Code, and any similar or successor provisions.
- (c) Hometap may file such extensions, renewals, amendments, and releases as are appropriate to reflect the status of its security interest.
- (d) Owner will pay all costs, fees, and expenses of filing such financing statements and any extensions, renewals, amendments, and releases of such statements, and will pay all costs, fees, and expenses of any record searches for financing statements that Hometap may require.
- (e) Upon an Event of Default. Hometap will have the remedies of a secured party under the Florida Commercial Code and may also take the actions provided in <u>Section 7</u> of the Option Agreement. In exercising any of these remedies and taking any of these actions, Hometap may proceed against the Property's items of real property, fixtures or improvements separately or together and in any order whatsoever without in any way affecting the availability of Hometap's remedies under the Florida Commercial Code or the actions available in <u>Section 7</u> of the Option Agreement.
- 4. <u>Absolute Assignment of Leases and Rents.</u> Owner absolutely and unconditionally assigns to Hometap all of Owner's right, title, and interest in and to all current and future leases, subleases, and licenses relating to the use, occupancy, or enjoyment of all or any part of the Property and all rents, income, revenues, profits, proceeds, and earnings now or hereafter payable with respect to the ownership, use, or occupancy of the Property (collectively, "Rents"); it being intended by Owner that this assignment constitutes a present, absolute assignment and not an assignment for additional security only.
- (a) Owner gives to and confers upon Hometap the right, power, and authority, during the continuance of this Security Instrument, to collect the Rents, reserving the right upon an Event of Default. Owner's failure to perform any Obligation timely, or a breach of any agreement of Owner in this Security Instrument, to collect and retain the Rents, as they become due and payable.
- (b) Upon an Event of Default, Owner's failure to perform any Obligation timely, or a breach of any agreement of Owner in this Security Instrument. Hometap may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the Obligations, enter upon and take possession of the Property or any part of it, in its own name sue for or otherwise collect the Rents, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including Legal Fees, to the Obligations, and in such order as Hometap may determine.
- (c) The entering upon and taking possession of the Property, the collection of the Rents, issues, and profits and the application of the Rents, issues, and profits pursuant to this Security Instrument, will not cure or waive any breach or notice of default under this Security Instrument or invalidate any act done pursuant to such notice.
- (d) Nothing in this Section will permit Owner to lease or rent the Property in contravention of any provision of the Option Agreement; nor will anything in this Section modify any provision in the Option Agreement relating to the use, lease, rent, or occupancy of the Property.

# 5. Covenants of Owner Regarding the Property. Owner agrees as follows:

- (a) To appear in and defend any action, suit, or proceeding purporting to affect the security of this Security Instrument or the rights or powers of Hometap: and to pay all costs, fees, and expenses of Hometap (including cost of evidence of title and Legal Fees) incurred: (i) in any state, federal, appellate, or bankruptcy court, in any action, suit, or proceeding in which Hometap may appear, and in any action, suit, or proceeding brought by Hometap to foreclose this Security Instrument or to collect the Obligations or to protect Hometap's rights under this Security Instrument or the Hometap Homeowner Agreement; and/or (ii) in connection with the enforcement of any provision of this Security Instrument or in connection with foreclosure upon the collateral granted under this Security Instrument, whether or not an action or suit is filed.
- (b) To pay at least ten (10) days before delinquency all taxes and assessments affecting the Property and all encumbrances, charges, and liens, with interest, on the Property (or any part of the Property), which are prior or could obtain priority to the lien or to the rights granted under this Security Instrument, and all costs, fees, and expenses of this Security Instrument.
- (i) If Owner fails to make any payment or to do any act as provided in this Security Instrument, Hometap may, but will not be obligated to, make the payment or do any such act, and any such payment and related expenses, including Legal Fees, will also be secured by this Security Instrument.
- (ii) Such payments made or actions taken by Hometap will not require notice to, or demand on, Owner and will not release Owner from any obligation under this Security Instrument.
- (iii) Hometap will have the following related rights and powers: (A) to enter upon the Property for the foregoing purposes, (B) to appear in and defend any action or proceeding purporting to affect the Property or the rights or powers of Hometap under this Security Instrument, (C) to pay, purchase, contest, or compromise any encumbrance, charge, or lien that in the judgment of Hometap appears to be prior or superior to this Security Instrument, and (D) to employ counsel and to pay such counsel necessary expenses and costs, including Legal Fees.
- (c) To pay immediately upon demand all sums expended by Hometap related to this Security Instrument and to pay interest on any of such amounts demanded by Hometap at a rate not to exceed the maximum rate allowed by law at the time of such demand.
- 6. <u>Power of Attorney.</u> Owner irrevocably appoints Hometap as Owner's agent and attorney-in-fact (such agency being coupled with an interest). As agent and attorney-in-fact, Hometap may, in Hometap's name or in the name of Homeowner, prepare, execute, and file or record financing statements, continuation statements, applications for registration, and similar documents to create, perfect, or preserve any of Hometap's security interests and rights in or to any of the Property. Upon an Event of Default, Owner's failure to perform any Obligation timely, or a breach of any agreement of Owner in this Security Instrument, Hometap may take any other action that may be required or desired of Owner, including the ability to advertise and solicit the Property for sale, encumber the Property by obtaining loans secured by liens on the Property to raise funds deemed required or advisable to improve, repair, and prepare the Property for sale, and sell and convey the entire interest in, and title to, the Property; *provided, however*, that Hometap as agent and attorney-in-fact will be accountable only for such funds as are actually received by Hometap.
- 7. <u>Default and Foreclosure</u>. Upon an Event of Default, Hometap may declare all performance and Obligations secured by this Security Instrument immediately due by delivery to Owner

of a written declaration of default. If any Event of Default has occurred and is continuing, Hometap may take any or all of the following actions, at the same or at different times:

- (a) <u>Possession</u>. Hometap may enter upon and take possession of the Property; lease, rent and let the Property; and receive all the Rents, income, issues, and profits and apply the same to satisfy any Obligation. Hometap is granted full power and authority to do any act or thing which Owner or its successors or assignees who may then own the Property might or could do in connection with the ownership, use, and maintenance of the Property. This covenant becomes effective either with or without any action brought to foreclose upon the Property and without applying for a receiver of the Rents, if any. Should the Rents or any part thereof be assigned without the consent of Hometap, then this Security Instrument will, at the option of Hometap, become due and payable immediately, anything herein contained to the contrary notwithstanding.
- (b) <u>Appointment of Receiver</u>. Hometap may have a receiver of the Rents (including an Asset Administrator), income, issues, and profits of the Property appointed without the necessity of proving either the depreciation or the inadequacy of the value of the security or the insolvency of Owner or any other person who may be legally or equitably liable for the Obligations, and Owner and each such person waive such proof and consent to the appointment of a receiver.
- (c) <u>Fair Rental Payments</u>. If Owner or any subsequent owner is occupying the Property or any part the Property, it is agreed that the occupants will pay Hometap the amount of rent requested by Hometap in advance each monthly, and for the use of personal property covered by this Security Instrument.
- (d) Excess Monies. Hometap may apply on account of the unsatisfied Obligations owed to Hometap after a foreclosure sale of the Property, whether or not a deficiency action has or will be instituted, any unexpended monies still retained by Hometap that were paid by Owner to Hometap or from the proceeds of such sale (i) for the payment of, or as security for, the payment of taxes, assessments, municipal or governmental rates, charges, impositions, liens, water or sewer rents, or insurance premiums, if any, or (ii) in order to secure the performance of some act by Owner.
- (e) <u>Remedies at Law or Equity</u>. Hometap may take any of the remedies otherwise available to it as a matter of law, equity or otherwise.
- **(f)** Judicial Forcelosure. Hometap may forcelose this Security Instrument by judicial proceeding. In connection with the foreclosure sale, Hometap may declare all performance and Obligations immediately due by delivery to Owner of a written declaration of default. Hometap will give notice of default to Owner prior to acceleration following an Event of Default. The notice will specify: (i) the default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default must be cured: and (iv) that failure to cure the Event of Default on or before the date specified in the notice may result in acceleration of the performance and Obligations secured by this Security Instrument, foreclosure by judicial proceeding, and sale of the Property. The notice will further inform Owner of any right to cure after acceleration and the right to assert in the foreclosure proceeding the nonexistence of an Event of Default or any other defense of Owner to acceleration and sale. If the Event of Default is not cured on or before the date specified in the notice, Hometap at its option may require immediate performance in full of all Obligations without further demand and may foreclose this Security Instrument by judicial proceeding. Hometap will be entitled to collect all costs, fees, and expenses incurred in pursuing the remedies provided in this Security Instrument, including legal fees and costs of title evidence.

- (g) <u>Notice</u>. Notice provided to Owner under this Security Instrument will be to the address specified in this Security Instrument unless otherwise required by applicable law.
- (h) <u>Applicable Law</u>. Exercise of Hometap's remedies under this Security Instrument will be in compliance with applicable law.
- 8. <u>Late Performance</u>. By accepting performance of any Obligation after its due date, Hometap does not waive its right either to require prompt performance when due of all other Obligations or to declare a breach or default for such failure to perform.
- 9. <u>Hometap's Powers</u>. At any time and from time to time, without liability and without notice, upon written request of Owner and presentation of this Security Instrument, and without affecting the personal liability of any person for the performance of the Obligations Hometap may: (a) release any part of the Property; (b) consent to the making of any map or plat of the Property; (c) join in granting any easement on the Property; and (d) join in any extension agreement or any agreement subordinating the lien or charge of this Security Instrument.
- 10. <u>Subordination</u>. This Security Instrument is subordinate to and junior to the Memorandum of Option Purchase Agreement which affects the Property and is executed by Owner as "Owner" as of the same date as this Security Instrument.
- 11. Successors. This Security Instrument applies to, inures to the benefit of, and binds all parties to this Security Instrument, their heirs, legatees, devisees, administrators, executors, and permitted successors and assigns. The term "Hometap" will include any successor or assign of Hometap's rights in the Option Agreement and in this Security Instrument, whether or not named as Hometap in this Security Instrument. Absent Hometap's prior written consent, which consent may be withheld in Hometap's sole discretion, Owner may not assign or otherwise transfer this Security Instrument.
- 12. <u>Interpretation</u>. In this Security Instrument, whenever the context so requires, the masculine gender includes the feminine and/or the neuter, and the singular number includes the plural. Also, in this Security Instrument, the term "include" or "including" means without limitation by reason of enumeration.
- 13. <u>Joint and Several Liability</u>. If more than one person signs this Security Instrument as Owner, the obligations of each signatory will be joint and several.
  - 14. <u>Multiple Owners</u>. If there are multiple Owners of the Property:
    - (a) this Security Instrument must be signed by each Owner;
- (b) all rights and powers specified for Owner in this Security Instrument must be approved and exercised unanimously by each Owner;
  - (c) each Owner will be jointly and severally liable for all liabilities and Obligations;
- (d) notice required to be given by, or to, each Owner will be deemed adequately given if given by or to any Owner using the contact information set forth in this Security Instrument; and
- (c) Hometap may treat any notice received from any Owner as notice from all Owners.

- 15. <u>Incorporation by Reference.</u> Exhibit A to this Security Instrument is incorporated by this reference.
- Extent of Lien. The lien granted under this Security Instrument will encumber Owner's entire interest in the Property, notwithstanding the fact that the Hometap Homeowner Agreement relates to only a fractional interest in the Property.
- 17. No Merger. So long as any of the Obligations remain outstanding and undischarged, unless Hometap otherwise consents in writing, the fee estate of Owner in the Property or any part of the Property (including the estate of Hometap after exercising the Option) will not merge, by operation of law or otherwise, with any other estate in the Property or any part of it, but will always remain separate and distinct, notwithstanding the union of the fee estate and such other estate in Hometap or in any other person.
- 18. Release. Following payment of all amounts secured by this Security Instrument, Hometap will discharge this Security Instrument.
- 19. Subordination of Homestead and Waivers. If Owner has acquired before the Signing Date or acquires on or after the Signing Date an estate of homestead in the Property, Owner agrees, to the fullest extent permitted by applicable law, that such homestead estate is subordinated in all respects to this Security Instrument and the amount of any Obligation owed and to all renewals, extensions, and modifications of any Hometap Homeowner Agreement, and that such homestead estate is subject to all of the rights of Hometap under the Hometap Homeowner Agreement and all renewals, extensions, and modifications of the Hometap Homeowner Agreement, and is subordinate to the lien evidenced by this Security Instrument and all renewals, extensions, and modifications of this Security Instrument. Owner waives and relinquishes all rights of curtesy and dower in the Property.
- 20. Notices. All notices or other written communications hereunder shall be delivered in accordance with the applicable terms and conditions of the Option Agreement. Notices shall be sent to the address of the other party listed below as follows, unless a party has been notified by the other party in writing of a substitute address:

## Hometap/Mortgagee:

Owner/Mortgagor:

Hometap Investment Partners II, L.P. 800 Boylston Street, 16th Floor

Michal Roseiszewski

Boston, MA 02199

1801 East Cross Street

Attention: Legal Department

Pensacola, FL 32503

[Signature Pages Follow]

OWNER DECLARES THAT OWNER HAS READ THIS MORTGAGE AND SECURITY AGREEMENT, UNDERSTANDS IT, HAS RECEIVED A COMPLETELY FILLED-IN COPY OF IT WITHOUT CHARGE THEREFOR, AND HAS SIGNED IT AS OF THE SIGNING DATE.

The undersigned Owner(s) requests that a copy of any Notice of Default or Notice of Sale under this Security Instrument be mailed to the Owner at the Owner's address set forth in Section 20 above.

IN WITNESS WHEREOF, each undersigned Mortgagor has executed this Mortgage and Security Agreement under seal as of the Signing Date.

**MORTGAGORS:** 

By:

Michal Rosciszewski

Date: 03/03/22

Acknowledgment Certificate	
State of Florida	
County of Escambia	
The foregoing instrument was acknowledged before me by means of Tphysical presence or onli	ne
notarization, this 3 day of March, 2022 by Michal Rosciszewski.	
ANGELA MICHELLE THOMAS BALL Notary Public - State of Florida Commission # HH 098554 My Comm. Expires Feb 28, 2025 Sonder through National Notary Assn.	0
(Notary Seal)  Angela Michelle Thomas Ball	
Printed Name of Notary	
Personally Known OR Produced Identification	
Type of Identification Produced USA RSSOOCT	

BK: 8741 PG: 461 Last Page

# EXHIBIT A

# LEGAL DESCRIPTION

Real property described as follows:

All that certain land situate in Escambia County, State of Florida, viz:

Lots 1 and 2 and the West 10 feet of Lot 3, in Block 323, New City Tract, according to the Map of the City of Pensacola, Escambia County, Florida, copyrighted by Thomas C. Watson in the year 1906.

Parcel ID / APN: 000S009025001323

Recorded in Public Records 9/9/2024 8:56 AM OR Book 9200 Page 1243, Instrument #2024068679, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording \$35.50

> After Recording Return To, Recording Requested and Prepared By: Adam Jaskievic Hometap Equity Partners, LLC 75 Arlington Street Suite 500 Boston, MA 02116

Investment No.: FL822219

[Space Above This Line For Recording Data]
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Investment Amount: \$79,484.00

## ASSIGNMENT OF MORTGAGE

In consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Hometap Investment Partners II, L.P., a Delaware limited partnership, having an address of 75 Arlington Street, Suite 500, Boston, Massachusetts 02116, as secured party ("Assignor"), does hereby assign, without recourse, unto Hometap HEI Fund II SPV I, a Delaware Statutory Trust, whose has an address of c/o Wilmington Savings Fund Society, FSB, as Trustee, 500 Delaware Avenue, 11<sup>th</sup> Floor, Wilmington, Delaware 19801("Assignee"), all of the right, title and interest of Assignor in and to:

1. Mortgage and Security Agreement, dated March 3, 2022, made by Michal Rosciszewski, securing an Option Purchase Agreement with an Investment Amount of \$79,484.00 and recorded on March 14, 2022 as Instrument No. 2022025974 in the Public Records of Escambia County, State of Florida. P3141 P9452

The Mortgage and Security Agreement covers the premises located at 1801 East Cross Street, Pensacola, Fl 32503 and described in Exhibit A attached hereto and made a part hereof.

TOGETHER with the obligations described in the Mortgage and Security Agreement and the monies due and to become due thereon;

TO HAVE AND TO HOLD the same unto the Assignee and to the successors and assigns of the Assignee forever.

BK: 9200 PG: 1244

**IN WITNESS WHEREOF**, intending to be legally bound, the Assignor has executed this Assignment of Mortgage as of the date below.

[Signature Page Follows]

BK: 9200 PG: 1245

HOMETAP INVESTMENT PARTNERS II, L.P.

By:

Name: Adam Jaskievic

Title: Authorized Signatory

Date: 7/17/2024

Acknowledgment Certificate

Commonwealth of Massachusetts

County of Suffolk

On this 17th day of July, 2024, before me, the undersigned notary public, personally appeared Adam Jaskievic, Authorized Signatory, proved to me through satisfactory evidence of identification, which was a drivers license, to be the person whose name is signed on the preceding or attached document in my presence, and acknowledged to me that he signed it voluntarily for its stated purpose, as an authorized signatory for Hometap Investment Partners II, L.P., a limited partnership.

Notary Public Sign

My commission expir

MYLINH DHAM

Notary Public, Commonwealth of Massachusetts My Commission Expires August 28, 2026 BK: 9200 PG: 1246 Last Page

# Exhibit A

# Property Description

All that certain land situate in Escambia County, State of Florida, viz:

Lots 1 and 2 and the West 10 feet of Lot 3, in Block 323, New City Tract, according to the Map of the City of Pensacola, Escambia County, Florida, copyrighted by Thomas C. Watson in the year 1906.

Parcel ID / APN: 000S009025001323

Recorded in Public Records 3/17/2022 1:08 PM OR Book 8744 Page 456, Instrument #2022027663, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording \$61.00

> After Recording Return To: Hometap Equity Partners, LLC 800 Boylston Street 16th Floor Boston, MA 02199

Recording Requested By:

Hometap Investment Partners II, L.P.

Investment No.: FL822219

Recording Prepared By:

Adam Jaskievic Hometap Equity Partners, LLC 800 Boylston Street, 16th Floor Boston, MA 02199

C-FL829709

Space Above This Line For Recording Data
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Investment Amount: \$79,484.00

# MEMORANDUM OF OPTION PURCHASE AGREEMENT

This Memorandum of Option Purchase Agreement (this "Memorandum") is entered into as of 03/03/2022 (the "Signing Date"), by and between Michal Roseiszewski (the "Owner") and Hometap Investment Partners II, L.P., a Delaware limited partnership, and its successors and assigns ("Hometap"). The Owner and Hometap are sometimes referred to together in this Memorandum as the "Parties" and individually as a "Party". Terms not defined in this Memorandum have the meanings provided in the Hometap Option Purchase Agreement (the "Option Agreement").

WHEREAS, on the Signing Date the Owner and Hometap entered into that certain unrecorded Option Agreement, which is incorporated by reference into this Memorandum as if set forth in full;

WHEREAS, pursuant to the Option Agreement, the Owner has granted and conveyed to Hometap an option (the "Option") to purchase an undivided percentage interest of fee simple title ownership in and to the residential real property owned by the Owner located at 1801 East Cross Street, Pensacola, FL 32503 and further described on Exhibit A attached hereto (the "Property");

WHEREAS, in consideration for granting and conveying the Option, Hometap has paid to the Owner the Investment Amount;

WHEREAS, pursuant to the Option Agreement the Owner has made certain representations, warranties, covenants and promises to, and for the benefit of, Hometap regarding the Option and the Property; and

WHEREAS, the Parties have executed and recorded this Memorandum to give notice of the Option Agreement and certain rights of Hometap to the Property and certain responsibilities the Owner owes Hometap, as well as the covenants and promises of the Owner included in the Option Agreement that run with the land and will be binding on any person who acquires the Property or any interest in the Property so long as the Option Agreement has not expired or been terminated.

NOW THEREFORE, in consideration of the foregoing the Parties agree as follows:

- 1. <u>Irrevocable Nature of Option</u>. The Option is irrevocable by the Owner.
- 2. Option Period. The Option will commence on Effective Date and will expire on the Expiration Date, unless the Option Period has been extended in accordance with the Option Agreement.
- 3. <u>Subsequent Owners</u>. Every person who now or later owns or acquires any right, title, or interest in or to the Property is and will be conclusively deemed to have consented and agreed to every restriction, provision, covenant, right, and limitation contained in the Option Agreement and this Memorandum, whether or not such person expressly assumes such restrictions, provisions, covenants, rights, and limitations or whether or not any reference to the Option Agreement or this Memorandum is contained in the instrument conveying such interest in the Property to such person.
- 4. Option Covenants Run with the Land. The Option Agreement covenants are deemed to be covenants running with the land, so as to give it the broadest possible application, and include, without limitation, the following:
  - a. Restrictions on the Owner's right to transfer the Property.
  - b. Restrictions on the Owner's ability to borrow against the Property.
  - c. Restrictions of the Owner's ability to rent the Property.
  - d. Requirement that the Owner pay Hometap the Hometap Share pursuant to the terms and conditions of the Option Agreement.
  - e. Requirements that any sale of the Property conform to certain procedures set forth in the Option Agreement.
  - f. Requirements that the Owner maintain adequate insurance on the Property against certain hazards.
  - g. Requirements that the Owner keep the property free and clear of any liens or encumbrances not authorized by Hometap.
- 5. Governing Law. This Memorandum will be determined under, governed by, and construed in accordance with the laws of the state in which the Property is located, without regard to its conflict of law principles to the furthest extent possible.
- 6. <u>Counterparts</u>. This Memorandum may be executed in counterparts, each of which when so executed will be deemed an original, but all such counterparts will constitute one and the same agreement.

- 7. <u>Termination</u>. This Memorandum will remain in full force and effect until released by written termination or quitclaim deed executed by Hometap and notarized and recorded in the real property records where the Property is located or until extinguished by operation of law.
- 8. <u>Notices.</u> All notices or written communications required in connection with this Memorandum will be delivered in accordance with the Option Agreement and to the following addresses, unless a Party has been notified by the other Party in writing of a substitute address:

# Hometap

Hometap Investment Partners II, L.P. 800 Boylston Street 16th Floor Boston, MA 02199 Attention: Legal Department

Owner

Michal Rosciszewski

1801 East Cross Street Pensacola, FL 32503

[Signature Pages Follow]

IN WITNESS WHEREOF, intending to be legally bound, the Parties have executed this Memorandum as of the Signing Date by their signatures below. This Memorandum may be executed in multiple counterparts, each of which when so executed will be deemed an original, but all such counterparts will constitute one and the same Memorandum.

# HOMETAP INVESTMENT PARTNERS II, L.P.

By: Hometap Holdings II, LLC, Its General Partner

Name: Adam Jaskievic

Title: VP, Operations & Authorized Signatory

Date: 3/3/27

# Acknowledgment Certificate

Commonwealth of Massachusetts

Notary Public Signature

My commission expires

e KYLE BUTLER
NOTARY PUBLIC
Commonwealth of Massachusetts
My Commission Expires
June 9, 2028

IN WITNESS WHEREOF, intending to be legally bound, the Parties have executed this Memorandum as of the Signing Date by their signatures below. This Memorandum may be executed in multiple counterparts, each of which when so executed will be deemed an original, but all such counterparts will constitute one and the same Memorandum.

OWNER(S):

By: \_

Michal Rosciszewski

Date:

Acknowledgment Certificate	
State of Florida	
County of Escambia	
The foregoing instrument was acknowledged be	efore me by means of Tphysical presence or online
notarization, this <u>3</u> day of <u>March</u>	, 20 <u>52</u> . by Michal Rosciszewski.
ANGELA MICHELLE THOMAS BALL Notary Public - State of Florida Commission # HH 098554 My Comm. Expires Feb 28, 2025 Bencet through National Notary Assn.	Signature of Notary Public - State of Florida
(Notary Seal)	Angela Michelle Thomas Ball
- ·	Printed Name of Notary
Personally Known OR Produced Identi	fication
Type of Identification Produced	A Paisma

BK: 8744 PG: 462 Last Page

# Exhibit A

# **Property Description**

All that certain land situate in Escambia County, State of Florida, viz:

Lots 1 and 2 and the West 10 feet of Lot 3, in Block 323, New City Tract, according to the Map of the City of Pensacola, Escambia County, Florida, copyrighted by Thomas C. Watson in the year 1906.

Parcel ID / APN: 000S009025001323

# STATE OF FLORIDA COUNTY OF ESCAMBIA

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

# **CERTIFICATE # 07126 of 2022**

I, PAM CHILDERS, CLERK OF THE CIRCUIT COURT OF ESCAMBIA COUNTY, FLORIDA, do hereby certify that I did on January 16, 2025, mail a copy of the foregoing Notice of Application for Tax Deed, addressed to:

MICHAL ROSCISZEWSKI	HOMETAP INVESTMENT PARTNERS II LP
1801 E CROSS ST	75 ARLINGTON ST STE 500
PENSACOLA, FL 32503	BOSTON MA 02116

HOMETAP INVESTMENT PARTNERS II LP 800 BOYLSTON ST 16TH FLOOR BOSTON MA 02199

A DELAWARE STATUTORY TRUST
C/O WILMINGTON SAVINGS FUND SOCIETY TRUSTEE
500 DELAWARE AVE, 11TH FLOOR

WILMINGTON, DE 19801

HOMETAP HEI FUND II SPV I

WITNESS my official seal this 16th day of January 2025.

COMPTO

PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

By: Emily Hogg Deputy Clerk

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 March 5, 2025, UNLESS THE TAXES ARE PAID. SHOULD YOU NEED FURTHER INFORMATION CONTACT THE CLERK OF THE CIRCUIT COURT IMMEDIATELY AT 850-595-3793.

# NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That ATCF II FLORIDA-A LLC holder of Tax Certificate No. 07126, 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:

LTS 1 2 AND W 10 FT OF LT 3 NEW CITY TRACT BLK 323 OR 8148 P 714 CA 36

SECTION 00, TOWNSHIP 0 S, RANGE 00 W

TAX ACCOUNT NUMBER 142771000 (0325-84)

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

### MICHAL ROSCISZEWSKI

Unless said certificate shall be redeemed according to law, the property described therein will be sold to the highest bidder at public auction at 9:00 A.M. on the first Wednesday in the month of March, which is the 5th day of March 2025.

Dated this 17th day of January 2025.

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

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 March 5, 2025, UNLESS THE TAXES ARE PAID. SHOULD YOU NEED FURTHER INFORMATION CONTACT THE CLERK OF THE CIRCUIT COURT IMMEDIATELY AT 850-595-3793.

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**Post Property:** 

1801 E CROSS ST 32503

S COMPTRO

PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

By: Emily Hogg Deputy Clerk

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Dated this 16th day of January 2025.

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:**

MICHAL ROSCISZEWSKI 1801 E CROSS ST PENSACOLA, FL 32503

COMPTRO

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

Document Number: ECSO25CIV002486NON

Agency Number: 25-003087

Court: TAX DEED
County: ESCAMBIA

Case Number: CERT NO 07126 2022

Attorney/Agent:
PAM CHILDERS
CLERK OF COURT
TAX DEED

Plaintiff:

RE: MICHAEL ROSCHISZEWSKI

Defendant:

Type of Process: NOTICE OF APPLICATION FOR TAX DEED

Received this Writ on 1/28/2025 at 9:04 AM and served same at 8:56 AM on 1/29/2025 in ESCAMBIA COUNTY, FLORIDA, by serving POST PROPERTY, the within named, to wit: , .

POSTED TO THE PROPERTY AS INSTRUCTED BY THE CLERKS OFFICE

CHIP W SIMMONS, SHERIFF ESCAMBIA COUNTY, FLORIDA

Bv:

K. LUCAS, CPS

Service Fee:

\$40.00

Receipt No:

BILL

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

# NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That ATCF II FLORIDA-A LLC holder of Tax Certificate No. 07126, 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:

LTS 1 2 AND W 10 FT OF LT 3 NEW CITY TRACT BLK 323 OR 8148 P 714 CA 36

SECTION 00, TOWNSHIP 0 S, RANGE 00 W

TAX ACCOUNT NUMBER 142771000 (0325-84)

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

### MICHAL ROSCISZEWSKI

Unless said certificate shall be redeemed according to law, the property described therein will be sold to the highest bidder at public auction at 9:00 A.M. on the first Wednesday in the month of March, which is the 5th day of March 2025.

Dated this 16th day of January 2025.

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 Escantola County Government Complex, 221 Palafox Place Ste 110, Pensacola FL 32502. Telephone: 850-595-3793

**Post Property:** 

1801 E CROSS ST 32503



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

Agency Number: 25-003025

0325.84

**Document Number:** ECSO25CIV002511NON

Court: TAX DEED
County: ESCAMBIA

Case Number: CERT NO 07126 2022

Attorney/Agent:
PAM CHILDERS
CLERK OF COURT
TAX DEED

Plaintiff: RE: MICHAL ROSCISZEWSKI

Defendant:

Type of Process: WARNING/NOTICE OF APPLICATION FOR TAX DEED

Individual

Received this Writ on 1/28/2025 at 9:00 AM and served same on MICHAL ROSCISZEWSKI , at 3:30 PM on 2/4/2025 in ESCAMBIA COUNTY, FLORIDA, by delivering a true copy of this Writ together with a copy of the initial pleadings, if any, with the date and hour of service endorsed thereon by me.

CHIP W SIMMONS, SHERIFF ESCAMBIA COUNTY, FLORIDA

K. LUCAS, CP

Service Fee: \$40.00 Receipt No: BILL

Printed By: MLDENISCO

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Dated this 16th day of January 2025.

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# **Personal Services:**

MICHAL ROSCISZEWSKI 1801 E CROSS ST PENSACOLA, FL 32503



PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

By: Emily Hogg Deputy Clerk

MICHAL ROSCISZEWSKI [0325-84] 1801 E CROSS ST PENSACOLA, FL 32503

9171 9690 0935 0127 2345 52

HOMETAP INVESTMENT PARTNERS II LP [0325-84] 75 ARLINGTON ST STE 500 BOSTON MA 02116

9171 9690 0935 0127 2345 69

HOMETAP INVESTMENT PARTNERS II LP [0325-84] 800 BOYLSTON ST 16TH FLOOR BOSTON MA 02199

9171 9690 0935 0127 2345 76

HOMETAP HEI FUND II SPV I [0325-84]
A DELAWARE STATUTORY TRUST
C/O WILMINGTON SAVINGS FUND SOCIETY
TRUSTEE
500 DELAWARE AVE, 11TH FLOOR
WILMINGTON, DE 19801

9171 9690 0935 0127 2345 83

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# **Pam Childers**

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



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HOMESON OLS NOB 1 ARRETTOZZ/17/2
HOMESON TO SENDER

HOMETAP INVESTMENT PARTNERS II LP [0325-84] 800 BOYLSTON ST 16TH FLOOR BOSTON MA 02199

**Pam Childers** Clerk of the Circuit Court & Comptr Official Records NIXIE 221 Palafox Place, Suite 1 015 PE 1260 quadient ATTEMPTED - NOT KNOWN UNABLE TO FORWARD 0003/19/25 Pensacola, FL 32502 FIRST-CLASS MAIL PRSRT - IMI SC: 32502583335 \$000.63 ույրությունը արտանակարարության արևարկարի \*1669-04091-19-10 02/25/2025 ZIP 32502

**POSTAGE** 

043M31219251

HOMETAP INVESTMENT PARTNERS (0325-84) PMB 15177 177 HUNTINGTON AVE STE 1783 18 as BOSTON MA 02115-3153 <u> Ալիվ-ին-գվիկիլ-ահանգակին-գիկի-անկին-անկան</u>

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# STATE OF FLORIDA

**County of Escambia** 

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

DATE - 03-05-2025 - TAX CERTIFICATE #07126

in the CIRCUIT

Court

was published in said newspaper in the issues of

JANUARY 30 & FEBRUARY 6, 13, 20, 2025

Affiant further says that the said Escambia Sun-Press is a newspaper published at (Warrington) Pensacola, said Escambia County, Florida, and that the said newspaper has heretofore been continuously published in said Escambia County, Florida each week and has been entered as second class mail matter at the post office in Pensacola, in said Escambia and Santa Rosa Counties, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper. Affiant complies with all legal requirements for publication in chapter 50, Florida Statutes.

WillPD.

Digitally signed by Michael P Driver
DN: c=US, o=The Escambia Sun Press LLC,
dnQualifier=A01410D00000190385D40A000E97D9, cn=Michael P Driver
Date: 2025.02.20 10:2040-06'00'

**PUBLISHER** 

Sworn to and subscribed before me this <u>20TH</u> day of <u>FEBRUARY</u>

**A.D.**, 2025

Pather Tuttle

Digitally signed by Heather Tuttle
DN: c=US, o=The Escambia Sun Press LLC,
dnQualifier=A01410C000001890CD5793600064AAE, cn=Heather Tuttle
Date: 2025.02.20 10:28.13 -06'00'

HEATHER TUTTLE NOTARY PUBLIC



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

Page 1 of 1

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TAX ACCOUNT NUMBER 142771000 (0325-84)

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

Unless said certificate shall be redeemed according to law, the property described therein will be sold to the highest bidder at public auction at 9:00 A.M. on the first Wednesday in the month of March, which is the 5th day of March 2025.

Dated this 27th day of January 2025.

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

PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA
(SEAL)
By: Emily Hogg
Deputy Clerk

oaw-4w-01-30-02-06-13-20-2025

### **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

1.

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

Account: 142771000 Certificate Number: 007126 of 2022

Payor: LAWRENCE J MATHERNE JR 5970 COLTER RD MILTON FL 32583 Date 2/27/2025

Clerk's Check #	738449	Clerk's Total	\$38124 \$15.7	20
Tax Collector Check #	1	Tax Collector's Total	\$15,037,87	
		Postage	\$32.80	
		Researcher Copies	\$0.00	
		Recording	\$10.00	
		Prep Fee	\$7.00	]
		Total Received	<u>, — \$15,618.91                                   </u>	]
		Ş	\$15,578,91	_

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 007126

Redeemed Date 2/27/2025

Name LAWRENCE J MATHERNE JR 5970 COLTER RD MILTON FL 32583

Clerk's Total = TAXDEED	\$53\\24 \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\	
Due Tax Collector = TAXDEED		
Postage = TD2	\$32.80	
ResearcherCopies = TD6	\$0.00	
Release TDA Notice (Recording) = RECORD2	\$10.00	
Release TDA Notice (Prep Fee) = TD4	\$7.00	

# • For Office Use Only

Date Docket Desc Amount Owed Amount Due Payee Name			
FINANCIAL SUMMARY			
No Information Available - See Dockets			





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

Tax Deed - Redemption Calculator
Account: 142771000 Certificate Number: 007126 of 2022

Redemption No 🗸	Application Date 4/17/2024	Interest Rate 18%
	Final Redemption Payment ESTIMATED	Redemption Overpayment ACTUAL
	Auction Date 3/5/2025	Redemption Date 2/27/2025
Months	11	10
Tax Collector	\$12,902.68	\$12,902.68
Tax Collector Interest	\$2,128.94	\$1,935.40
Tax Collector Fee	\$6.25	\$6.25
Total Tax Collector	\$15,037.87	\$14,844.33
	·	'
Record TDA Notice	\$17.00	\$17.00
Clerk Fee	\$119.00	\$119.00
Sheriff Fee	\$120.00	\$120.00
Legal Advertisement	\$200.00	\$200.00
App. Fee Interest	\$75.24	\$68.40
Total Clerk	\$531.24	\$524.40 C
Release TDA Notice (Recording)	\$10.00	\$10.00
Release TDA Notice (Prep Fee)	\$7.00	\$7.00
Postage	\$32.80	\$32.80
Researcher Copies	\$0.00	\$0.00
Total Redemption Amount	\$15,618.91	\$15,418.53
	Repayment Overpayment Refund Amount	\$200.38
Book/Page	9145	1932
<u></u>	<u> </u>	