



# 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

1224.20

## 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	ALLEN AARON S & CASTANZA CHANDRA J 2500 W GONZALEZ ST PENSACOLA, FL 32505 2500 W GONZALEZ ST 15-1662-000 LTS 20 21 22 BLK 199 WEST KING TRACT OR 7770 P 879 CA 127	Certificate #	2022 / 7389
		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)
# 2022/7389	06/01/2022	636.76	31.84	668.60
→Part 2: Total*				668.60

## 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)
# 2023/7549	06/01/2023	634.55	6.25	104.70	745.50
Part 3: Total*					745.50

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

1. Cost of all certificates in applicant's possession and other certificates redeemed by applicant (*Total of Parts 2 + 3 above)	1,414.10
2. Delinquent taxes paid by the applicant	0.00
3. Current taxes paid by the applicant	567.75
4. Property information report fee	200.00
5. Tax deed application fee	175.00
6. Interest accrued by tax collector under s.197.542, F.S. (see Tax Collector Instructions, page 2)	0.00
7. Total Paid (Lines 1-6)	2,356.85

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

<b>Part 5: Clerk of Court Certified Amounts (Lines 8-14)</b>	
8. Processing tax deed fee	
9. Certified or registered mail charge	
10. Clerk of Court advertising, notice for newspaper, and electronic auction fees	
11. Recording fee for certificate of notice	
12. Sheriff's fees	
13. Interest (see Clerk of Court Instructions, page 2)	
14. <b>Total Paid (Lines 8-13)</b>	
15. Plus one-half of the assessed value of homestead property, if applicable under s. 197.502(6)(c), F.S.	34,162
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: 2400140

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
15-1662-000	2022/7389	06-01-2022	LTS 20 21 22 BLK 199 WEST KING TRACT OR 7770 P 879 CA 127

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						Assessments																																																																						
<b>Parcel ID:</b> 000S009060020199						<b>Year</b>	<b>Land</b>	<b>Imprv</b>	<b>Total</b>	<b><u>Cap Val</u></b>																																																																		
<b>Account:</b> 151662000						2023	\$11,047	\$86,539	\$97,586	\$68,324																																																																		
<b>Owners:</b> ALLEN AARON S & CASTANZA CHANDRA J						2022	\$11,047	\$75,861	\$86,908	\$66,334																																																																		
<b>Mail:</b> 2500 W GONZALEZ ST PENSACOLA, FL 32505						2021	\$11,047	\$59,832	\$70,879	\$64,402																																																																		
<b>Situs:</b> 2500 W GONZALEZ ST 32505						Disclaimer																																																																						
<b>Use Code:</b> SINGLE FAMILY RESID						Tax Estimator																																																																						
<b>Taxing Authority:</b> COUNTY MSTU						File for Exemption(s) Online																																																																						
<b>Tax Inquiry:</b> <a href="#">Open Tax Inquiry Window</a>						Report Storm Damage																																																																						
Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector																																																																												
Sales Data						2023 Certified Roll Exemptions																																																																						
						HOMESTEAD EXEMPTION																																																																						
<table><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>10/27/2017</td><td>7806</td><td>317</td><td>\$75,000</td><td>WD</td><td></td></tr><tr><td>08/25/2017</td><td>7770</td><td>879</td><td>\$37,500</td><td>WD</td><td></td></tr><tr><td>06/10/2015</td><td>7366</td><td>1843</td><td>\$32,100</td><td>WD</td><td></td></tr><tr><td>01/21/2015</td><td>7287</td><td>1654</td><td>\$100</td><td>QC</td><td></td></tr><tr><td>08/27/2014</td><td>7220</td><td>1322</td><td>\$100</td><td>CT</td><td></td></tr><tr><td>12/12/2008</td><td>6407</td><td>491</td><td>\$70,000</td><td>WD</td><td></td></tr><tr><td>06/2007</td><td>6164</td><td>1654</td><td>\$44,000</td><td>WD</td><td></td></tr><tr><td>03/2007</td><td>6114</td><td>843</td><td>\$100</td><td>WD</td><td></td></tr><tr><td>03/2006</td><td>5862</td><td>1946</td><td>\$100</td><td>CT</td><td></td></tr><tr><td>05/2002</td><td>4903</td><td>1604</td><td>\$100</td><td>WD</td><td></td></tr></tbody></table>						Sale Date	Book	Page	Value	Type	Official Records (New Window)	10/27/2017	7806	317	\$75,000	WD		08/25/2017	7770	879	\$37,500	WD		06/10/2015	7366	1843	\$32,100	WD		01/21/2015	7287	1654	\$100	QC		08/27/2014	7220	1322	\$100	CT		12/12/2008	6407	491	\$70,000	WD		06/2007	6164	1654	\$44,000	WD		03/2007	6114	843	\$100	WD		03/2006	5862	1946	\$100	CT		05/2002	4903	1604	\$100	WD		Legal Description				
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Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller						LTS 20 21 22 BLK 199 WEST KING TRACT OR 7770 P 879 CA 127																																																																						
Parcel Information						Extra Features																																																																						
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[Launch Interactive Map](#)

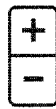
Section  
Map Id:  
CA127

Approx.  
Acreage:  
0.2536

Zoned: 

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



W GONZALEZ ST



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

#### Buildings

Address: 2500 W GONZALEZ ST, Year Built: 1932, Effective Year: 1932, PA Building ID#: 25604

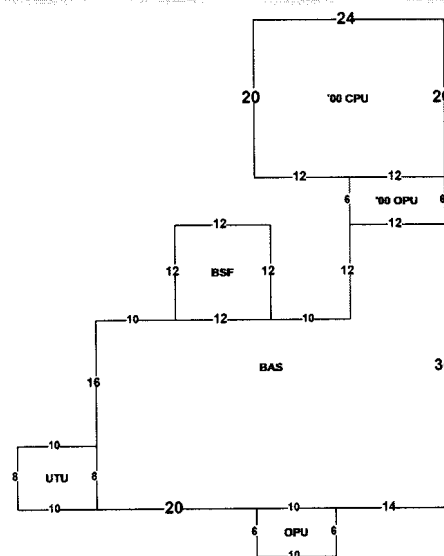
##### Structural Elements

DECOR/MILLWORK-AVERAGE  
DWELLING UNITS-1  
EXTERIOR WALL-VINYL SIDING  
FLOOR COVER-HARDWOOD/PARQUET  
FOUNDATION-WOOD/SUB FLOOR  
HEAT/AIR-CENTRAL H/AC  
INTERIOR WALL-DRYWALL-PLASTER  
NO. PLUMBING FIXTURES-5  
NO. STORIES-1  
ROOF COVER-DIMEN/ARCH SHNG  
ROOF FRAMING-GABLE  
STORY HEIGHT-0  
STRUCTURAL FRAME-WOOD FRAME



Areas - 2036 Total SF

BASE AREA - 1200  
BASE SEMI FIN - 144  
CARPORT UNF - 480  
OPEN PORCH UNF - 132  
UTILITY UNF - 80



#### Images



6/6/2023 12:00:00 AM



6/6/2023 12:00:00 AM

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

Last Updated: 04/25/2024 (tc.4515)

## NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That **ASSEMBLY TAX 36 LLC** holder of **Tax Certificate No. 07389**, 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 20 21 22 BLK 199 WEST KING TRACT OR 7770 P 879 CA 127**

**SECTION 00, TOWNSHIP 0 S, RANGE 00 W**

**TAX ACCOUNT NUMBER 151662000 (1224-20)**

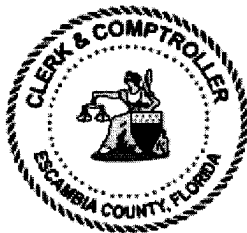
The assessment of the said property under the said certificate issued was in the name of

**AARON S ALLEN and CHANDRA J CASTANZA**

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.

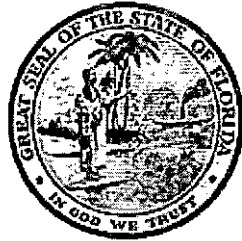
In accordance with the AMERICANS WITH DISABILITIES ACT, if you are a person with a disability who needs special accommodation in order to participate in this proceeding you are entitled to the provision of certain assistance. Please contact Emily Hogg not later than seven days prior to the proceeding 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

**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: 151662000 Certificate Number: 007389 of 2022**

**Payor: AARON S ALLEN 2500 W GONZALEZ ST PENSACOLA, FL 32505      Date 7/25/2024**

Clerk's Check #            1  
Tax Collector Check #    1

Clerk's Total                \$510.72  
Tax Collector's Total      \$2,645.92  
Postage                     \$100.00  
Researcher Copies        \$0.00  
Recording                  \$10.00  
Prep Fee                    \$7.00  
Total Received            \$3,273.64

**PAM CHILDERS  
Clerk of the Circuit Court**

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

2642.68  
Redeemed  
*[Signature]*

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



**PROPERTY INFORMATION REPORT**  
3050 Concho Drive, Pensacola, Florida 32507 | Phone: 850-466-3077

THE ATTACHED REPORT IS ISSUED TO:

SCOTT LUNSFORD, ESCAMBIA COUNTY TAX COLLECTOR

TAX ACCOUNT #: 15-1662-000 CERTIFICATE #: 2022-7389

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 19, 2024



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

August 19, 2024

Tax Account #: **15-1662-000**

1. The Grantee(s) of the last deed(s) of record is/are: **AARON S ALLEN AND CHANDRA J CASTANZA JOINT TENANTS WITH RIGHT OF SURVIVORSHIP**

**By Virtue of Warranty Deed recorded 11/7/2017 in OR 7806/317**

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 Jeremy Geyer recorded 11/07/2017 OR 7806/319**

4. Taxes:

**Taxes for the year(s) NONE are delinquent.**

**Tax Account #: 15-1662-000**

**Assessed Value: \$68,324.00**

**Exemptions: HOMESTEAD EXEMPTION**

5. We find the following HOA names in our search (if a condominium, the condo docs book and page are included for your review): **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:** DEC 4, 2024

**TAX ACCOUNT #:** 15-1662-000

**CERTIFICATE #:** 2022-7389

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 checked="" type="checkbox"/>	<input type="checkbox"/>	Homestead for <u>2023</u> tax year.

**AARON S ALLEN AND**  
**CHANDRA J CASTANZA**  
**2500 W GONZALEZ ST**  
**PENSACOLA, FL 32505**

**JEREMY GEYER**  
**819 WATSON AVE**  
**PENSACOLA, FL 32503**

Certified and delivered to Escambia County Tax Collector, this 15<sup>th</sup> 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 19, 2024**

**Tax Account #:15-1662-000**

**LEGAL DESCRIPTION  
EXHIBIT "A"**

**LTS 20 21 22 BLK 199 WEST KING TRACT OR 7770 P 879 CA 127**

**SECTION 00, TOWNSHIP 0 S, RANGE 00 W**

**TAX ACCOUNT NUMBER 15-1662-000(1224-20)**

This Instrument Prepared:

Liberis Law Firm  
212 West Intendencia Street  
Pensacola, Florida 32501

as a necessary incident to the fulfillment of conditions  
contained in a title insurance commitment issued by it.

Property Appraisers Parcel I.D. (Folio) Number(s):  
000S009060020199

File No: 90-160-17

WARRANTY DEED

This Warranty Deed Made the 27th day of October, 2017, by Jeremy Geyer, a married man, hereinafter called the grantor, whose post office address is 819 Watson Avenue, Pensacola, Florida 32503.

To: Aaron S. Allen and Chandra J. Castanza, Joint Tenants with Right of Survivorship, whose post office address is: ~~5016 Stratford Lane, Milton, Florida 32170~~

2500 WEST GONZALEZ STREET, PENSACOLA, FLORIDA 32505

WITNESSETH: That said grantor, for and in consideration of the sum of \$10.00 Dollars and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Escambia County, Florida, viz:

Lots 20, 21, 22, Block 199, WEST KING TRACT, City of Pensacola, Escambia County, Florida, according to the map of said city copyrighted by Thomas C. Watson in 1906.

The property is not the homestead of the Grantor(s).

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

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to 2017, reservations, restrictions and easements of record, if any.

(The terms "grantor" and "grantee" herein shall be construed to include all genders and singular or plural as the context indicates.)

In Witness Whereof, Grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witness Signature:

Printed Name: Sarah R. Villaverde

Jeremy Geyer

Witness Signature:

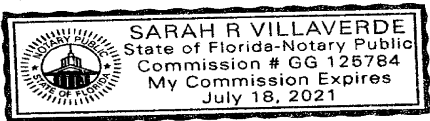
Printed Name: Jennifer Resmondo

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 27th day of October, 2017, by Jeremy Geyer, who is/are personally known to me or who has/have produced driver license(s) as identification.

My Commission Expires:

Printed Name:  
Notary Public  
Serial Number



# RESIDENTIAL SALES ABUTTING ROADWAY MAINTENANCE DISCLOSURE

**ATTENTION:** Pursuant to Escambia County Code of Ordinances Chapter 1-29.2, Article V, sellers of residential lots are required to disclose to buyers whether abutting roadways will be maintained by Escambia County. The disclosure must additionally provide that Escambia County does not accept roads for maintenance that have not been built or improved to meet county standards. Escambia County Code of Ordinances Chapter 1-29.0, Article V requires this disclosure be attached along with other attachments to the deed or other method of conveyance required to be made part of the public records of Escambia County, Florida. Note: Acceptance for filing by County employees of this disclosure shall in no way be construed as an acknowledgment by the County of the veracity of any disclosure statement.

Name of Roadway: 2500 West Gonzalez Street, Pensacola, Florida 32505

Legal Address of Property: 2500 West Gonzalez Street, Pensacola, Florida 32505

The County ( X ) has accepted ( ) has not accepted

the abutting roadway for maintenance.

This form completed by:  
Liberis Law Firm  
212 West Intendencia Street  
Pensacola, Florida 32502

AS TO THE BUYER(S):

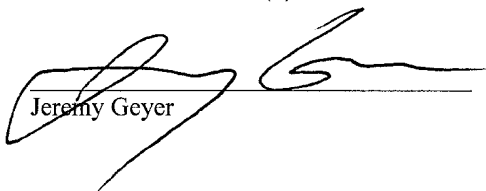
\_\_\_\_\_  
Aaron S. Allen


\_\_\_\_\_  
Witness:

\_\_\_\_\_  
Chandra J. Castanza

\_\_\_\_\_  
Witness:

AS TO THE SELLER(S):

  
\_\_\_\_\_  
Jeremy Geyer

  
\_\_\_\_\_  
Witness:

  
\_\_\_\_\_  
Witness:

This Document Prepared By and Return to:

**LIBERIS LAW FIRM**  
**Charles Liberis**  
**212 W. Intendencia Street**  
**Pensacola, FL 32502**

## **MORTGAGE**

THIS MORTGAGE made this **27th** day of **October A.D. 2017** between **Aaron S. Allen and Chandra J. Castanza**, herein called Mortgagor, in consideration of the sum named in the promissory note herein described received from **Jeremy Geyer**, herein called Mortgagee (the terms "Mortgagor" and "Mortgagee" include all parties in each capacity to this instrument and their respective heirs, personal representatives, successors and assigns; the term "note" includes all promissory notes described herein), Mortgagor hereby mortgages to Mortgagee the real property in **Escambia County, Florida**, described as:

**Lots 20, 21, 22, Block 199, WEST KING TRACT, City of Pensacola, Escambia County, Florida, according to the map of said city copyrighted by Thomas C. Watson in 1906.**

**as security for the following:**

**One Promissory Note of even date herewith securing the principal sum of \$69,000.00 plus interest at the rate of 10.5% made by Aaron S. Allen and Chandra J. Castanza and payable to Jeremy Geyer in 240 payments of \$688.88, commencing on the 1st day of December, 2017 and payable on the 1st day of each month thereafter, and one final payment of \$682.91, plus interest, if any, due and payable on the 1st day of November, 2037, at 819 Watson Avenue, Pensacola, Florida, 32503, or at such other address as Mortgagee may designate in writing.**

TOGETHER with all easements, connected therewith, improvements now or hereafter made thereon, fixtures attached thereto, any furniture or furnishings located thereon or therein and any reversions, remainders, rents, issues and profits thereof as security for the payment of the promissory note, a copy of which is attached.

AND Mortgagor hereby covenants:

1. That Mortgagor is in actual possession and seized of said real property in fee simple with full power and lawful right to mortgage the same; that said property is free from all liens and encumbrances except as set forth herein; that Mortgagor fully warrants the title to said real property and will defend the same against lawful claims of all persons whomsoever.
2. To pay all money required by said note and this mortgage, or either, promptly when due.
3. To pay all taxes, assessments, levies, liabilities, obligations and encumbrances of every description now on or which may hereafter accrue on said property, this mortgage and the debt secured hereby, or any of these, when due. If any part thereof not paid when due, Mortgagee may pay it without waiving the option to foreclose this mortgage or any other right hereunder.
4. To pay all costs and expenses together with reasonable attorney's fees (including appellate proceedings) incurred by Mortgagee because of any default by Mortgagor under this mortgage and said note, or either.
5. To keep the improvements now or hereafter on said property insured against loss by fire or other hazards included in the terms "extended coverage" and "other perils" in the amount secured by this mortgage by an insurer approved by Mortgagee. The policy shall be held by and made payable to Mortgagee by standard New York mortgagee clause without contribution as Mortgagee's interest may appear. If any money becomes payable under such policy, then all checks for said money will be made payable to Mortgagor and Mortgagee and the proceeds shall be first applied to restore the mortgaged property to the condition it was immediately before the loss occurred and if there be any excess or if the property not so restored then Mortgagee may apply the same to the payments last due on the debt secured hereby or may permit Mortgagor to use it, or any part thereof, for other purposes without waiving or impairing any lien or right hereunder. If Mortgagor fails to obtain such policy, Mortgagee may procure it and pay therefore without waiving the option to foreclose this mortgage or any other right hereunder.
6. To permit, commit or suffer no waste, impairment or deterioration of said property or any part thereof.
7. That if said property, or any part thereof, is taken by eminent domain, Mortgagee shall have the right to receive and apply all money paid for such taking to the payments last due on the debt secured hereby or may permit Mortgagor to use it, or any part thereof, for other purposes without waiving or

impairing any lien or right under this mortgage. If the remaining part of said property is inadequate security for the unpaid balance of said debt, Mortgagee may accelerate payment thereof immediately.

8. That if Mortgagee shall hold another mortgage or lien on said property, a default under such other mortgage or lien shall constitute a default under this mortgage also. Any default under this mortgage shall likewise constitute a default under such other mortgage or lien. If foreclosure proceedings under any mortgage or lien (whether held by Mortgagee or another) affecting said property are instituted, this shall constitute a default under this mortgage.

9. That Mortgagee may forbear to enforce defaults under this mortgage and said note, or either, or may extend the time for payment of any money secured hereby or may take other or additional security and may deal directly with any owner of said property in all respects pertaining to this mortgage and said note, or either, without notice to or the consent of any person liable under this mortgage and said note, or either, and without discharging or affecting the liability of any person liable under this mortgage and said note, or either.

10. That the rents, profits, income, issues and revenues of said property (including any personal property located thereon or therein) are assigned and pledged as further security for the payment of the debt secured hereby with the right (but no duty) on the part of Mortgagee to demand and receive and apply them on said debt at any time after a default hereunder. If suit is instituted to foreclose or reform this mortgage or to determine the validity or priority thereof, Mortgagee shall be entitled to appointment of a receiver pendente lite without notice for said property and of all rents, income, profits, issues and revenue thereof. It is covenanted and agreed that the court shall forthwith appoint a receiver of said property and of such rents, income, profits, issues and revenues. Such appointment shall be made as a matter of strict right to Mortgagee without reference to the adequacy or inadequacy of the value of the property hereby mortgaged or to the solvency or insolvency of Mortgagor.

11. That if any dispute arises involving said note and this mortgage, or either, wherein Mortgagee incurs any costs (regardless of whether or not legal proceedings are instituted) or if any action or proceeding (including appellate proceedings) shall be maintained by any person other than Mortgagee wherein Mortgagee is made a party, all expenses incurred by Mortgagee to prosecute or defend the rights created by this mortgage and said note, or either, together with reasonable attorney's fees and costs, whether same be rendered for negotiation, trial or appellate work, shall be paid by Mortgagor.

12. That if any money secured hereby is not fully paid within **THIRTY (30)** days after it becomes due, or if any covenant or agreement of said note and this mortgage, or either, is breached, Mortgagee shall have the option to accelerate payment of the entire principal and any other money secured hereby as immediately due and payable without notice. Time is of the essence of this mortgage. Any payment made by Mortgagee under paragraphs 3, 4, 5, or 11 shall bear interest at the maximum legal rate from the date of payment and shall be secured by this mortgage. No waiver of or failure to enforce any default or obligation under this mortgage and said note, or either, shall constitute a waiver of any subsequent default or of the terms of either instrument. If there is any conflict between the terms of this mortgage and said note, the terms of this mortgage shall prevail.

In Witness Whereof, the mortgagor its hand and seal hereunto set the day and year first above written.

Signed, sealed and delivered in our presence:

Printed Name: AARON S. ALLEN  
• Witness Crystal Swanson CRISTAL SWANSON  
Aaron S. Allen 10/30/17

Printed Name: Chandra Castanza  
• Witness Crystal Swanson CRISTAL SWANSON  
Chandra J. Castanza 10/30/17

STATE OF FLORIDA  
COUNTY OF Citrus

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of **October, 2017**, by **Aaron S. Allen and Chandra J. Castanza**, who is personally known to me or who has produced Driver's License as identification.

Melissa Chiodo  
Printed Name: Melissa Chiodo  
Notary Public  
My Commission Expires: / /

