



# 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

0725-01

## 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	FLYING PENGUIN RENTALS LLC 4555 WOODWIND DR DESTIN, FL 32541 701 VIA DELUNA DR 17-0961-500 LT 9 BLK 21 S/D OF PORTION OF 1ST ADDN VILLA SEGUNDA PB 4 P 59 OR 8077 P 270 SHEET 10	Certificate #	2022 / 7637
		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)
# 2022/7637	06/01/2022	4,972.23	248.61	5,220.84
→ Part 2: Total*				5,220.84

## 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)
# /					
Part 3: Total*					0.00

## 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)	5,220.84
2. Delinquent taxes paid by the applicant	0.00
3. Current taxes paid by the applicant	5,245.65
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)	10,841.49

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.	
16. Statutory opening bid (total of Lines 7, 14, 15, and 16 if applicable)	
Sign here: _____ Date of sale <del>12/07/2024</del> 7/2/2025	
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: 2400184

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
17-0961-500	2022/7637	06-01-2022	LT 9 BLK 21 S/D OF PORTION OF 1ST ADDN VILLA SEGUNDA PB 4 P 59 OR 8077 P 270 SHEET 10

I agree to:

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

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

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

04-11-2024  
Application Date

\_\_\_\_\_  
Applicant's signature



# Chris Jones Escambia County Property Appraiser

[Real Estate Search](#)

[Tangible Property Search](#)

[Sale List](#)

[Back](#)

◀ Nav. Mode ☒ Account ☐ Parcel ID ▶

[Printer Friendly Version](#)

General Information

Parcel ID:

2825262150009021

Account:

170961500

Owners:

FLYING PENGUIN RENTALS LLC


Mail:

4555 WOODWIND DR  
DESTIN, FL 32541

Situs:

701 VIA DELUNA DR 32561

Use Code:

SINGLE FAMILY RESID 

Taxing Authority:

PENSACOLA BEACH

Tax Inquiry:

[Open Tax Inquiry Window](#)

Tax Inquiry link courtesy of Scott Lunsford  
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2023	\$180,000	\$221,059	\$401,059	\$351,873
2022	\$180,000	\$199,814	\$379,814	\$319,885
2021	\$180,000	\$157,324	\$337,324	\$290,805

Disclaimer

Tax Estimator

File for Exemption(s) Online

[Report Storm Damage](#)

Sales Data						2023 Certified Roll Exemptions	
Sale Date	Book	Page	Value	Type	Official Records (New Window)	None	
04/10/2019	8077	270	\$280,000	LI		<b>Legal Description</b> LT 9 BLK 21 S/D OF PORTION OF 1ST ADDN VILLA SEGUNDA PB 4 P 59 OR 8077 P 270 SHEET 10	
05/30/2014	7175	1679	\$113,400	LI			
04/15/2010	6580	1792	\$190,000	LI			
Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller						<b>Extra Features</b> None	

**Parcel Information**  
**Section Map Id:** PB010  
**Approx. Acreage:** 0.2018  
**Zoned:** LDR-PB  
 LDR-PB  
 LDR-PB  
 LDR-PB  
 LDR-PB  
 LDR-PB  
 LDR-PB  
 LDR-PB  
**Evacuation & Flood Information**  
[Open Report](#)

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

**Buildings**

Address: 701 VIA DELUNA DR, Year Built: 1970, Effective Year: 1990, PA Building ID#: 31150

**Structural Elements**

**DECOR/MILLWORK-AVERAGE**

**DWELLING UNITS-1**

**EXTERIOR WALL-STUCCO OV BLOCK**

**FLOOR COVER-TILE/STAIN CONC/BRICK**

**FOUNDATION-SLAB ON GRADE**

**HEAT/AIR-CENTRAL H/AC**

**INTERIOR WALL-PLASTER DIRECT**

**NO. PLUMBING FIXTURES-6**

**NO. STORIES-1**

**ROOF COVER-METAL/MODULAR**

**ROOF FRAMING-GABLE**

**STORY HEIGHT-0**

**STRUCTURAL FRAME-MASONRY PIL/STL**

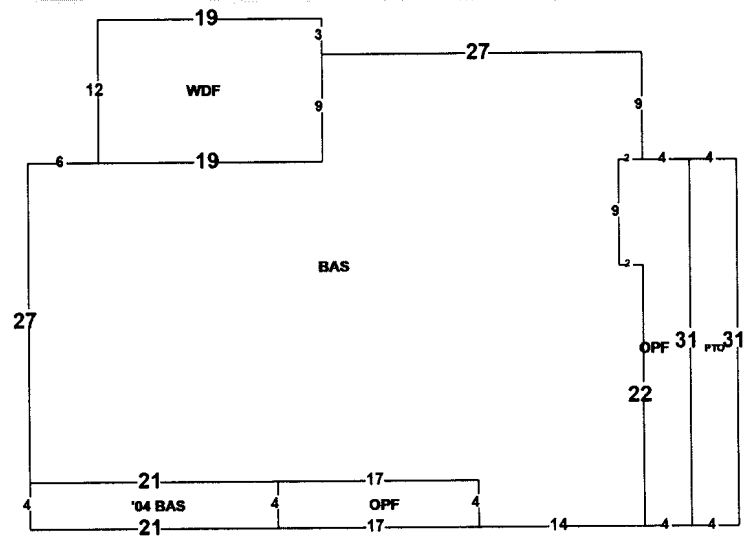
**Areas - 2331 Total SF**

**BASE AREA - 1769**

**OPEN PORCH FIN - 210**

**PATIO - 124**

**WOOD DECK FIN - 228**



Images



7/16/2019 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.3110)

ASSEMBLY TAX

1-July  
10-OCT

28-DEC  
10-NOV

27-SEPT

**FIG CAPITAL INVESTMENTS, LLC**  
**OPERATING ACCOUNT**  
1000 RIVERSIDE AVE STE 400  
JACKSONVILLE, FL 32204-4108  
(904) 378-8098

05-13

**CAPITAL ONE**  
Capital One, N.A.

117338

14-9/650

04/17/2024

PAY TO THE ORDER OF Escambia County Clerk of Court

\$ \*\*89,376.00

Eighty-nine thousand three hundred seventy-six and 00/100\*\*\*\*\*

DOLLARS

Escambia County Clerk of Court

**Void After 90 Days**

MEMO

196 TDA Clerk Fees

*JCF*

AUTHORIZED SIGNATURE



⑈ 117338⑈ ⑆065000090⑆208 22 82044⑈



**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 #: 17-0961-500 CERTIFICATE #: 2022-7637

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: March 17, 2005 to and including March 17, 2025 Abstractor: Andrew Hunt

BY

Michael A. Campbell,  
As President  
Dated: March 20, 2025

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

March 20, 2025

Tax Account #: **17-0961-500**

1. The Grantee(s) of the last deed(s) of record is/are: **LEASEHOLD: FLYING PENGUIN RENTALS LLC**

**By Virtue of Assignment of Lease recorded 4/11/2019 in OR 8077/270 together with Quit Claim Deed recorded 9/9/2024 in OR 9201/32**

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 Gregory S. English and Linda J. English recorded 5/30/2014 – OR 7175/1682**

4. Taxes:

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

**Tax Account #: 17-0961-500**

**Assessed Value: \$387,060.00**

**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:** JUL 2, 2025

**TAX ACCOUNT #:** 17-0961-500

**CERTIFICATE #:** 2022-7637

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

YES	NO	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Notify City of Pensacola, P.O. Box 12910, 32521
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Notify Escambia County, 190 Governmental Center, 32502
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Homestead for <u>2024</u> tax year.

**FLYING PENGUIN RENTALS LLC**  
**701 VIA DELUNA**  
**PENSACOLA BEACH, FL 32561**

**GREGORY S ENGLISH**  
**LINDA J ENGLISH**  
**2000 W DETROIT BLVD**  
**PENSACOLA, FL 32534**

**SANTA ROSA ISLAND AUTHORITY**  
**25 VIA DE LUNA DR**  
**PENSACOLA BEACH, FL 32561**

**ASHER C CALIFF**  
**8185 GULF BLVD**  
**NAVARRE, FL 32566**

**FLYING PENGUIN RENTALS LLC**  
**4555 WOODWIND DR**  
**DESTIN, FL 32541**

Certified and delivered to Escambia County Tax Collector, this 20<sup>th</sup> day of March 2025.

**PERDIDO TITLE & ABSTRACT, INC.**



BY: Michael A. Campbell, As Its President

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

# **PROPERTY INFORMATION REPORT**

**March 20, 2025**

**Tax Account #:17-0961-500**

## **LEGAL DESCRIPTION EXHIBIT "A"**

**LT 9 BLK 21 S/D OF PORTION OF 1ST ADDN VILLA SEGUNDA PB 4 P 59 OR 8077 P 270 OR 9201  
P 32 SHEET 10**

**SECTION 28, TOWNSHIP 2 S, RANGE 26 W**

**TAX ACCOUNT NUMBER 17-0961-500(0725-01)**

Recorded in Public Records 4/11/2019 10:00 AM OR Book 8077 Page 270,  
Instrument #2019031580, Pam Childers Clerk of the Circuit Court Escambia  
County, FL Recording \$27.00 Deed Stamps \$1,960.00

Prepared by Raymond B. Palmer of  
Raymond B. Palmer, Esq.  
Suite 41, Harbortown Village  
913 Gulf Breeze Parkway  
Gulf Breeze, FL 32561

Parcel No.: 282S262150009021  
File No. RE3010KO-19

### ASSIGNMENT OF LEASE

THE UNDERSIGNED, **Kenny Gresham**, whose mailing address is 111 Boyt Road, Thomaston, GA 30286 herein referred to as Assignor, who has/have an interest in the subject property pursuant to a lease from Santa Rosa Island Authority recorded in Deed Book 502, Page 755, Official Records Book 381, Page 530, together with Amendment recorded in Official Records Book 495, Page 997 as subsequently assigned in Official Records Book 6580, Page 1792 and Official Records Book 7175, Page 1679, for in consideration of the sum of One Hundred and no/100 (\$100.00) Dollars and other good and valuable consideration to them in hand paid, the receipt whereof is hereby acknowledged, by these presents do grant, bargain, sell, convey, assign and transfer to **Flying Penguin Rentals LLC a Florida limited liability company**, whose mailing address is 4555 Woodwind Dr., Destin, FL 32541, hereinafter referred to as Assignee, their heirs, personal representatives, successors and assigns, forever, as the case may be, all of the Assignor's interest in the following described property, situate, lying and being in Escambia County, Florida, to-wit:

Lot 9, Block 21, in a subdivision of a portion of the First Addition to Residential Subdivision "Villa Segunda" on Santa Rosa Island in Escambia County, according to plat recorded in Plat Book 4 at Page 59, of the Public Records of Escambia County, Florida.

subject to any and all ad valorem taxes, if any, zoning restrictions, prohibitions and other requirements imposed by governmental authorities, all easements, encumbrances and restrictions of record or on the Plat, if there is a recorded Plat, affecting the above-described property; easements and mineral reservations of records affecting the property, if any, which are not hereby reimposed and any other matters arising subsequent to the date hereof, and taxes for the current and subsequent years.

By acceptance of this Assignment, Assignee hereby assumes and agrees to comply with the provisions of the aforesaid Lease and hold Assignor harmless from any liability thereunder.

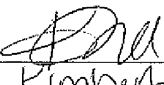
Assignor covenants that Assignor is the owner of the above Leasehold estate; that Assignor has a good right to transfer the same; that the property is free of any lien or encumbrance not shown above; and that Assignor will defend the same against the lawful claims of all persons whomsoever, if such lawful claim is not inconsistent with Assignee's obligation and rights obtained hereunder.

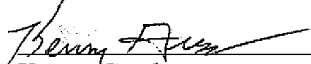
BK: 8077 PG: 271

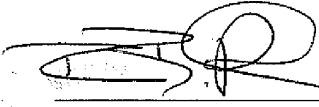
ASSIGNOR HEREBY ATTESTS SAID PROPERTY IS NOT HIS  
CONSTITUTIONAL HOMESTEAD.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this April 10, 2019.


Signed, sealed and delivered in the presence of:

  
\_\_\_\_\_  
Kimberlee Bell  
(Type or print name beneath line)

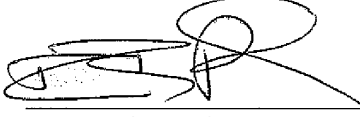
  
\_\_\_\_\_  
Kenny Gresham

  
\_\_\_\_\_  
Raymond B. Palmer

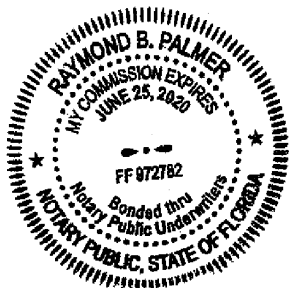
STATE OF FLORIDA  
COUNTY OF SANTA ROSA

The foregoing instrument was acknowledged before me this April 10, 2019, by Kenny Gresham, \_\_ who is/are personally known to me or  who produced valid State Driver's License as identification.

NOTARY PUBLIC:

  
\_\_\_\_\_  
Raymond B. Palmer  
State of Florida

{notarial seal}



Page -2-

BK: 8077 PG: 272 Last Page

**RESIDENTIAL SALES**  
**ABUTTING ROADWAY MAINTENANCE DISCLOSURE**

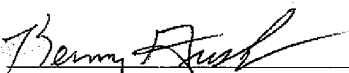
ATTENTION: Pursuant to Escambia County Code of Ordinances Chapter 1-29.2, Article V, sellers of residential lots are required to disclose to buyers whether abutting roadways will be maintained by Escambia County. The disclosure must additionally provide that Escambia County does not accept roads for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


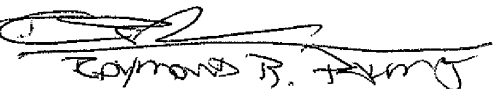
Name of Roadway: Via De LunaLegal Address of Property: 701 Via Deluna Drive, Pensacola, FL 32561 BThe County ( X ) has accepted ( ) has not accepted the abutting roadway for maintenance.

This form completed by:

Raymond B. Palmer, P.A.  
913 Gulf Breeze Parkway, Suite 41  
Gulf Breeze, Florida 32561

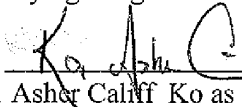
AS TO SELLER(S):


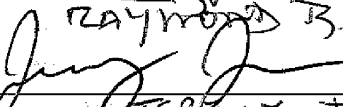
  
Kenny Gresham

  
Witness: Kimberlee Bell  
  
Raymond B. Palmer

AS TO BUYER(S)

Flying Penguin Rentals, LLC

  
Asher Califf Ko as Managing Member

  
RAYMOND B. PALMER  
  
Witness: Jeremy Johnson  
Jeremy Johnson

Recorded in Public Records 9/9/2024 1:58 PM OR Book 9201 Page 32,  
Instrument #2024068920, Pam Childers Clerk of the Circuit Court Escambia  
County, FL Recording \$18.50 Deed Stamps \$0.70

## THIS INSTRUMENT PREPARED BY:

NAME Mike Ko  
ADDR. 8185 Gulf Blvd  
N Avonre FL 32566

Space above for Recording

This Quit Claim Deed, Executed this 9<sup>th</sup> day of September, 2024, by  
(first party) MIKE KO to  
(second party) Flying Penguin Rentals, LLC  
whose post office address is 701 VIA DeLuna Pensacola

(Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

Witnesseth, That the said first party for an in consideration of the sum of \$ 100, in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel land, situate, lying and being the County of Escambia, State of Florida to wit:

701 Via DeLuna  
Pensacola, FL 32561

parcel # 28252621 50009021  
LT9 BLK 21 S/O of Portion of 1st ADDN Ville Segunda  
PO 4059 OR 8077 P 270 Sheet 10

To have and to hold, the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever for the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.

In Witness Whereof, the said first party has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Witness Signature as to First Party

Printed Name

Witness Signature as to First Party

Printed Name

Witness Signature as to Co-First Party (if applicable)

Printed Name

Witness Signature as to Co-First Party (if applicable)

Printed Name

Signature of First Party

Printed Name

Post Office Address

Signature of Co-First Party (if applicable)

Printed Name

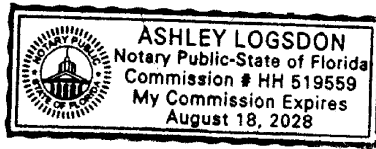
Post Office Address

STATE OF FLORIDA

COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this 9 day of Sept., 2024, by MIKE KO, who is personally known to me or has produced Diversilicense as identification and who did/did not take an oath.

BK: 9201 PG: 33 Last Page



*Ashley Logsdon*  
\_\_\_\_\_  
Notary Public  
*Ashley Logsdon*  
\_\_\_\_\_  
(Print, type, or stamp commissioned name of Notary Public)

Recorded in Public Records 05/30/2014 at 01:54 PM OR Book 7175 Page 1682,  
Instrument #2014037805, Pam Childers Clerk of the Circuit Court Escambia  
County, FL Recording \$44.00 MTG Stamps \$113.75 Int. Tax \$65.00

PREPARED BY AND RETURN TO:  
CHARLES L. HOFFMAN, JR., OF  
SHELL, FLEMING, DAVIS & MENGE, P.A.  
226 PALAFOX PLACE  
SEVILLE TOWER - NINTH FLOOR  
PENSACOLA, FLORIDA 32502  
SFD&M FILE NO.: H4881-00000

**This is a Balloon Mortgage and the final principal payment or the principal balance due upon maturity is \$32,500, together with accrued interest, if any, and all advancements made by the mortgagee under the terms of this mortgage.**

**STATE OF FLORIDA  
COUNTY OF ESCAMBIA**

**MORTGAGE**

This Mortgage, dated the 30th day of May, 2014, from **Kenny Gresham** (hereinafter called "MORTGAGOR"), (but which term shall include the plural as well as the singular whenever the context so permits or requires) to **Gregory S. English and Linda J. English, husband and wife** (hereinafter called "MORTGAGEE"),

**WITNESSETH:**

Mortgagor, for and in consideration of the principal sum set forth in the promissory note hereafter mentioned, the receipt of which is hereby acknowledged, and other good and valuable considerations, does hereby encumber and mortgage unto Mortgagee, their successors and assigns, forever the following described parcel of real property ("Property") in Escambia County, Florida, to-wit:

**Lot 9, Block 21, in a subdivision of a portion of the First Addition to Residential Subdivision "Villa Segunda" on Santa Rosa Island in Escambia County, according to plat recorded in Plat Book 4 at Page 59, of the Public Records of Escambia County, Florida.**

The above referenced property is not the homestead property of the Mortgagor.

and all structures and improvements now or hereafter on said Property and all fixtures attached thereto and all rents, issues, proceeds, and property accruing therefrom.

**AND** Mortgagor, for Mortgagor and the heirs and legal representatives of Mortgagor, covenants with Mortgagee, and the successors and assigns of Mortgagee, that Mortgagor is indefeasibly seized of the Property in fee simple; that Mortgagor has full power and lawful right to mortgage and encumber the same in fee simple as aforesaid; that it shall be lawful for Mortgagor, its successors and assigns, at all times peaceably and quietly to enter upon, hold, occupy, and enjoy the Property and every part thereof; and the Property and every part thereof is free from all encumbrances of every kind and character except as is heretofore or hereafter indicated; and that the Mortgagor will make such further assurances to perfect the fee simple title to said land in Mortgagee, the successors and assigns of Mortgagee, as may reasonably be required; and that Mortgagor does hereby warrant title to the Property and every part thereof, and will defend the same



against the lawful claims of all persons whomsoever.

Notwithstanding anything to the contrary in this Mortgage, the real property insured herein is leasehold property and all reference to fee simple shall be deemed to be leasehold.

This mortgage is intended to be and is a mortgage to secure the payment of the following:

(a) That certain promissory note from Mortgagor to Mortgagee of even date herewith in the principal amount of **Thirty Two Thousand Five Hundred Dollars (\$32,500.00)** payable at the interest rate and on the terms specified in said promissory note ("Note"). This Mortgage also secures all renewals, extensions, modifications and consolidations of said Note.

**AND MORTGAGOR FURTHER COVENANTS AND AGREES AS FOLLOWS:**

1. To pay all and singular the Note, and other sums of money payable by virtue of all indebtedness described above, by virtue of any instrument or instruments evidencing one or more future or additional advances to be made under this Mortgage, and by virtue of any provision contained in this Mortgage, promptly on the days that the same respectively become due.

2. To keep perfect and unimpaired the security hereby given and to permit, commit or suffer no waste, impairment or deterioration of the Property or any part thereof.

3. To pay all and singular the taxes, assessments, levies, obligations and encumbrances of every nature now on the Property or that hereafter may be levied, assessed or imposed thereon when due and payable according to law and before they become delinquent; and if the same not be promptly paid, Mortgagee may, at any time either before or after delinquency, pay the same without waiving or affecting its right to foreclose this Mortgage or any other right hereunder and all sums so paid shall become a part of the indebtedness secured hereby. Mortgagor shall also timely comply with all requirements of the lease, and amendment thereto, with the Santa Rosa Island Authority.

4. Mortgagor shall keep the improvements now existing or hereinafter erected on the Property insured against loss by fire, wind, hazards included within the term "extended coverage". The insurance shall be for the full insurable value of the improvements. All policies shall contain a standard mortgage clause naming Mortgagee. If Mortgagor fails to maintain said insurance, Mortgagee shall be entitled to obtain said insurance and the charge related thereto shall become an obligation of Mortgagor secured by this Mortgage.

Unless Mortgagor and Mortgagee otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and if Mortgagee's security is not lessened. If the restoration or repair is not economically feasible by the restoration, or Mortgagee's security would be lessened, the insurance proceeds shall be applied to the sum secured by this Mortgage, whether or not then due, with any excess paid to Mortgagor. If Mortgagor abandons the Property, or does not answer within 30 days a notice from Mortgagee that the insurance carrier has offered to settle a claim, then Mortgagee may collect the insurance proceeds. Mortgagee may use the proceeds to repair or restore the Property or to pay sums secured by this mortgage, whether or not then due.

Unless Mortgagee and Mortgagor otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments due under the Note. If this mortgage is foreclosed, Mortgagor's right to any insurance policies and proceeds resulting from damage to the mortgaged property prior to the foreclosure sale shall pass to Mortgagee to the extent of the sums secured by this Mortgage.

5. That in the event a suit shall be instituted to foreclose this Mortgage, Mortgagee, its successors or assigns, shall be entitled to apply at any time pending such foreclosure suit to the court having jurisdiction thereof for the appointment of a receiver for the Property and of all rent, income, profits, issues and revenues thereof, from whatsoever source derived; and thereupon it is hereby expressly covenanted and agreed that the court shall forthwith appoint a receiver of the Property, all and singular, and of such rents, income, profits, issues and revenues thereof, from whatsoever source derived, with the usual powers and duties of receivers in like cases and such appointment shall be made by such court as a matter of strict right to Mortgagee, its successors or assigns, without reference to the adequacy or inadequacy of the value of the Property or to the solvency or insolvency of the Mortgagor, his legal representatives or assigns, and that such rents, profits, incomes, issues and revenues shall be applied by such receiver to the payment of the Note and other mortgage indebtedness, costs and charges according to the order of said court.

6. In the event of any breach of this Mortgage of even date or default on the part of Mortgagor, or in the event that each and every stipulation, agreement, condition, and covenant of the Note or any other obligations secured hereby, are not duly, properly and fully performed, then in either or any such event all sums secured hereby remaining unpaid, with interest thereon, and all other sums of money secured hereby, shall become due and payable forthwith, or thereafter, at the option of Mortgagee, or its assigns, as fully and completely as if all of the said sums and moneys were originally stipulated to be paid on such date. Thereupon or thereafter, at the option of Mortgagee, or its assigns, without notice or demand, suit at law or at equity may be prosecuted as if all sums and moneys secured hereby had matured prior to its institution. Mortgagee, or its assigns, may foreclose this Mortgage, as to the amount so declared due and payable, and the Property shall be sold to satisfy and pay the same with costs, attorney's fees, expenses and allowances.

7. Mortgagor shall not convey away the Property or sell same under contract and the legal or equitable title to the Property shall not become vested in any other person or persons in any manner whatsoever.

8. If foreclosure proceedings of any prior mortgage, or any second mortgage or any superior or junior lien of any kind upon the Property or any part thereof (to include, without limitation, such liens held by Mortgagee) shall be instituted, Mortgagee may, at its option, immediately or thereafter declare this Mortgage and all or any part of the Note or other indebtedness secured hereby due and payable forthwith, and thereupon may at its option proceed to foreclose this mortgage, all without notice. Mortgagee shall not invoke this paragraph if Mortgagor can provide adequate assurances that the lien can be satisfied in its entirety without jeopardizing the Mortgagee's interest.

9. To pay all and singular the costs, charges and expenses, including reasonable

attorneys' fees and costs of abstracts of title, incurred or paid at any time by Mortgagee or its assigns in collecting or attempting to collect the Note or other indebtedness secured hereby or in foreclosing or attempting to foreclose this Mortgage or in enforcing any of its rights hereunder or incurred or paid by it because of the failure on the part of the Mortgagor promptly and fully to perform the agreements and covenants of the instrument or instruments evidencing the Note or other indebtedness secured hereby and this Mortgage; and said costs, charges and expenses shall be immediately due and payable and shall be secured by the lien of this Mortgage.

10. The Mortgagor does also hereby assign, transfer, set over and pledge to Mortgagee, its successors and assigns, as further security and means for the discharge of the indebtedness, obligations, undertakings and liabilities secured hereby and those evidenced hereby, all leases of all or any part of the Property now made, executed or delivered, whether written or verbal, or to be hereafter made, executed or delivered, whether written or verbal, or to be hereafter made, be the same written or verbal, and all of the rents, issues and profits of the Property and the improvements now or hereafter thereon, which rents, issues and profits may become due and payable at any time during the life of this Mortgage when any amount shall be due and unpaid by the Mortgagor hereunder or when the Mortgagor shall otherwise be in default hereunder, whether said rents, issues and profits shall be due from the present or any future tenants or lessees thereof, with full power and authority in Mortgagee or its assigns to collect and receive the same from said tenants or lessees or from any real estate agent or other person collecting the same, and to give proper receipts and acquittances therefor and after paying attorneys' fees and other expenses incurred in collecting the same to apply the net proceeds of such collection upon any and all indebtedness, obligations, undertakings or liabilities of the Mortgagor hereunder.

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

12. To the extent of the indebtedness, Mortgagor grants to Mortgagee a security interest in any and all payments, awards, judgments or settlements, including interest thereon, to which Mortgagor may be or may become entitled or which Mortgagor may receive by reason of injury or damage to, or loss of, the Property or any part thereof as a result of the exercise of the right of eminent domain. Notwithstanding any injury or damage to, or loss of, the Property or any part thereof as a result of the exercise of the right of eminent domain, Mortgagor shall continue to pay the indebtedness. All sums paid or payable to Mortgagor by reason of any injury or damage to, or loss of, the Property or any part thereof as a result of the exercise of the right of eminent domain shall be applied as follows: At Mortgagee's option and at Mortgagee's sole discretion, Mortgagee

may either (i) apply the sum or any part thereof to the indebtedness, or (ii) require Mortgagor to repair, replace or reconstruct the Property or any part thereof and disburse such sums to Mortgagor to be applied against the costs and expenses thereof as incurred or paid by Mortgagor.

13. Mortgagor shall not create any liens or encumbrances on the Property which are junior or inferior in terms of priority to this Mortgage unless Mortgagee shall give its consent in writing prior to such act or acts. A breach of this provision on the part of the Mortgagor shall constitute a default under the provisions hereof, giving Mortgagee the right, at Mortgagee's option, to accelerate of the maturity of the Note or other indebtedness secured hereby under the provisions hereof.

14. Mortgagor represents and agrees that Mortgagor has not caused and will not cause or permit any hazardous material to be brought upon, kept, or used in or about the Property by Mortgagor, Mortgagor's agents, contractors, or invitees.

IN WITNESS WHEREOF, the Mortgagor has caused this Mortgage to be executed the day and year first above written.

**This is a Balloon Mortgage and the final principal payment or the principal balance due upon maturity is \$32,500, together with accrued interest, if any, and all advancements made by the mortgagee under the terms of this mortgage.**

*Signed, sealed and delivered  
in the presence of:*


  
Charles L. Hoffman, Jr.

  
Kenny Gresham

  
Charlene C. Mabire

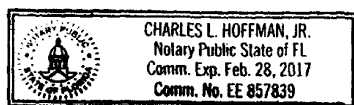
STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 30th day of May, 2014 by Kenny Gresham, who are personally known to me or who produced valid drivers licenses as identification.

  
NOTARY PUBLIC - STATE OF FLORIDA

Typed Name: Charles L. Hoffman, Jr.

My Commission Expires: 2/28/17





[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

## Detail by Entity Name

Florida Limited Liability Company  
FLYING PENGUIN RENTALS, LLC

### Filing Information

Document Number	L19000073314
FEI/EIN Number	83-0518798
Date Filed	03/15/2019
Effective Date	03/10/2019
State	FL
Status	INACTIVE
Last Event	ADMIN DISSOLUTION FOR ANNUAL REPORT
Event Date Filed	09/22/2023
Event Effective Date	NONE

### Principal Address

4555 WOODWIND DR  
DESTIN, FL 32541

### Mailing Address

4555 WOODWIND DR  
DESTIN, FL 32541

### Registered Agent Name & Address

CALIFF, ASHER C  
8185 GULF BOULEVARD  
NAVARRE, FL 32566

Name Changed: 08/05/2021

### Authorized Person(s) Detail

#### **Name & Address**

Title Manager

Califf, Asher C  
8185 Gulf Boulevard  
Navarre, FL 32566

### Annual Reports

Report Year	Filed Date
2020	08/05/2021

2021	08/05/2021
2022	02/03/2022

**Document Images**

<u>02/03/2022 -- ANNUAL REPORT</u>	<a href="#">View image in PDF format</a>
<u>08/05/2021 -- REINSTATEMENT</u>	<a href="#">View image in PDF format</a>
<u>03/15/2019 -- Florida Limited Liability</u>	<a href="#">View image in PDF format</a>

**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: 170961500 Certificate Number: 007637 of 2022**

**Payor: FLYING PENGUIN RENTALS LLC 701 VIA DELUNA PENSACOLA BEACH, FL 32561  
Date 5/19/2025**

Clerk's Check # 6609301826  
Tax Collector Check # 1

Clerk's Total	\$558.60
Tax Collector's Total	\$13,287.08
Postage	\$57.40
Researcher Copies	\$0.00
Recording	\$10.00
Prep Fee	\$7.00
Total Received	\$13,920.08

**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>

5/19/2025