



# 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

0226-09

<b>Part 1: Tax Deed Application Information</b>					
Applicant Name Applicant Address	ATCF II FLORIDA-A, LLC PO BOX 69239 BALTIMORE, MD 21264-9239			Application date	Apr 28, 2025
Property description	MITCHELL AQUILA 2122 SCHWAB CT PENSACOLA, FL 32504 2122 SCHWAB CT 03-3376-160 LT 12 BLK B GASLIGHT SQUARE PB 8 P 61 OR 8849 P 469			Certificate #	2023 / 1313
				Date certificate issued	06/01/2023
<b>Part 2: Certificates Owned by Applicant and Filed with Tax Deed Application</b>					
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)	
# 2023/1313	06/01/2023	1,050.58	52.53	1,103.11	
<b>→Part 2: Total*</b>					<b>1,103.11</b>
<b>Part 3: Other Certificates Redeemed by Applicant (Other than County)</b>					
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)
# 2024/1401	06/01/2024	701.89	6.25	49.86	758.00
<b>Part 3: Total*</b>					<b>758.00</b>
<b>Part 4: Tax Collector Certified Amounts (Lines 1-7)</b>					
1. Cost of all certificates in applicant's possession and other certificates redeemed by applicant (*Total of Parts 2 + 3 above)					1,861.11
2. Delinquent taxes paid by the applicant					0.00
3. Current taxes paid by the applicant					129.09
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. <b>Total Paid (Lines 1-6)</b>					<b>2,365.20</b>
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 <i>Constance Lewis</i>	Escambia, Florida				
Signature, Tax Collector or Designee	Date April 30th, 2025				

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

**Part 5: Clerk of Court Certified Amounts (Lines 8-14)**

8. Processing tax deed fee	
9. Certified or registered mail charge	
10. Clerk of Court advertising, notice for newspaper, and electronic auction fees	
11. Recording fee for certificate of notice	
12. Sheriff's fees	
13. Interest (see Clerk of Court Instructions, page 2)	
14. <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.	42,063.50
16. Statutory opening bid (total of Lines 7, 14, 15, and 16 if applicable)	
Sign here: _____	Date of sale <u>02/04/2026</u>
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

Section 197.502, Florida Statutes

512  
R. 12/16

Application Number: 2500533

To: Tax Collector of ESCAMBIA COUNTY, Florida

I,

ATCF II FLORIDA-A, LLC

PO BOX 69239

BALTIMORE, MD 21264-9239,

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
03-3376-160	2023/1313	06-01-2023	LT 12 BLK B GASLIGHT SQUARE PB 8 P 61 OR 8849 P 469

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

ATCF II FLORIDA-A, LLC

PO BOX 69239

BALTIMORE, MD 21264-9239

04-28-2025  
Application Date

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



# Gary "Bubba" Peters

## Escambia County Property Appraiser

[Real Estate Search](#)
[Tangible Property Search](#)
[Sale List](#)
[Back](#)
◀ [Nav. Mode](#)  [Account](#)  [Parcel ID](#) ▶
[Printer Friendly Version](#)

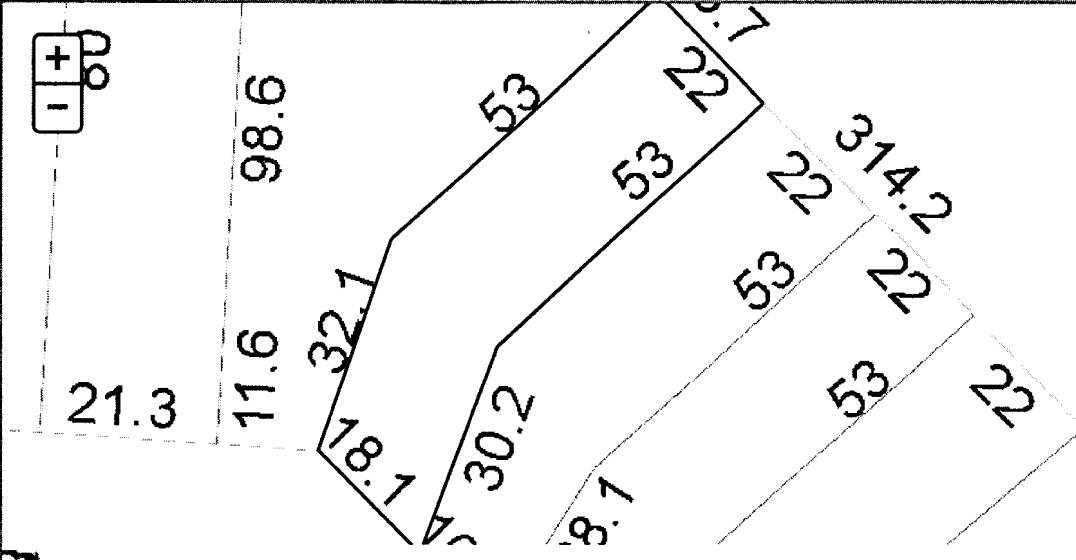
General Information							Assessments				
Parcel ID: 3215302500120002							Year	Land	Imprv	Total	Cap Val
Account: 033376160							2024	\$12,000	\$113,268	\$125,268	\$84,127
Owners: MITCHELL AQUILA							2023	\$8,000	\$73,677	\$81,677	\$81,677
Mail: 2122 SCHWAB CT PENSACOLA, FL 32504							2022	\$8,000	\$65,001	\$73,001	\$51,117
Situs: 2122 SCHWAB CT 32504							Disclaimer				
Use Code: SINGLE FAMILY - TOWNHOME 							Tax Estimator				
Taxing Authority: COUNTY MSTU							Change of Address				
Tax Inquiry: <a href="#">Open Tax Inquiry Window</a>							<a href="#">File for Exemption(s) Online</a>				
Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector							<a href="#">Report Storm Damage</a>				
Sales Data Type List: *							2024 Certified Roll Exemptions				
Sale Date Book Page Value Type Multi Parcel Records							HOMESTEAD EXEMPTION,TOTAL EXEMPT - SERVICE CONNECTED,VETERANS				
08/29/2022	8849	469	\$100	QC	N		LT 12 BLK B GASLIGHT SQUARE PB 8 P 61 OR 8849 P 469				
08/03/2022	8836	225	\$130,000	WD	N		03/1980 1422 752 \$35,400 WD				
01/1977	1097	486	\$26,500	WD	N		01/1976 1066 45 \$27,500 SC				
01/1976	1013	370	\$155,500	OJ	N		None				
Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller							<a href="#">Extra Features</a>				
<a href="#">Parcel Information</a>							<a href="#">Launch Interactive Map</a>				

Section  
Map Id:  
32-1S-30

Approx.  
Acreage:  
0.0406

Zoned:  
Com

Evacuation  
& Flood  
Information  
Open  
Report



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

### Buildings

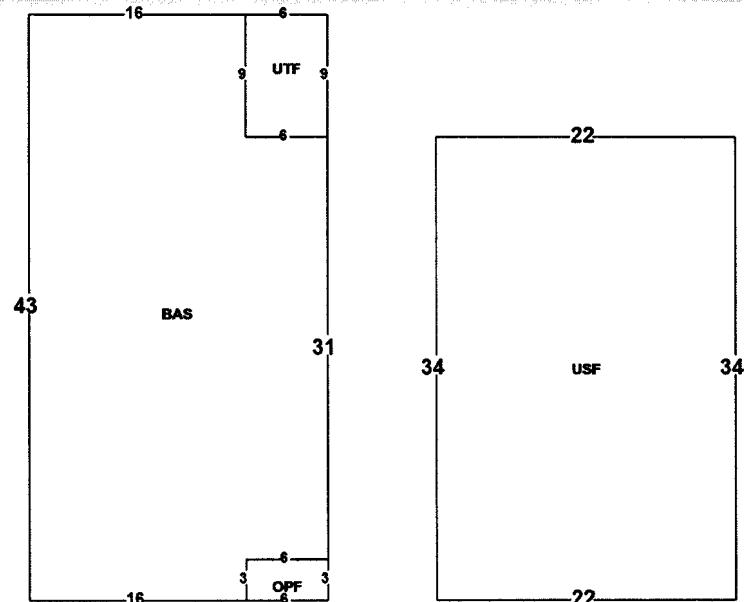
Address: 2122 SCHWAB CT, Improvement Type: TOWNHOUSE, Year Built: 1974, Effective Year: 1995, PA Building ID#: 60092

#### Structural Elements

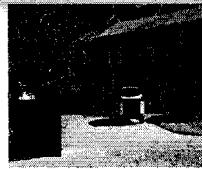
DECOR/MILLWORK-AVERAGE  
DWELLING UNITS-1  
EXTERIOR WALL-BRICK-FACE/VENEER  
EXTERIOR WALL-SIDING-SHT.AVG.  
FLOOR COVER-CARPET  
FOUNDATION-SLAB ON GRADE  
HEAT/AIR-CENTRAL H/AC  
INTERIOR WALL-DRYWALL-PLASTER  
NO. PLUMBING FIXTURES-8  
NO. STORIES-2  
ROOF COVER-COMPOSITION SHG  
ROOF FRAMING-GABLE  
STORY HEIGHT-0  
STRUCTURAL FRAME-WOOD FRAME

#### Areas - 1694 Total SF

BASE AREA - 874  
OPEN PORCH FIN - 18  
UPPER STORY FIN - 748  
UTILITY FIN - 54



### Images



10/25/2022 12:00:00 AM

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

## NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That ATCF II FLORIDA-A LLC holder of Tax Certificate No. 01313, issued the 1st day of **June, A.D., 2023** 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:

**LT 12 BLK B GASLIGHT SQUARE PB 8 P 61 OR 8849 P 469**

**SECTION 32, TOWNSHIP 1 S, RANGE 30 W**

**TAX ACCOUNT NUMBER 033376160 (0226-09)**

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

**AQUILA MITCHELL**

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 February, which is the 4th day of February 2026.**

Dated this 23rd day of May 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

<a href="#"> Search Property</a>	<a href="#"> Property Sheet</a>	<a href="#"> Lien Holder's</a>	<a href="#"> Redeem_New</a>	<a href="#"> Forms</a>	<a href="#"> Courtview</a>	<a href="#"> Benchmark</a>
<a href="#">Redeemed From Sale</a>						



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

**Tax Deed Sales - Redeemed From Sale**

**Account: 033376160 Certificate Number: 001313 of 2023**

Date Of  
Redemption

10/28/2025



Clerk's Check

1

Clerk's Total

\$828.00

Postage

\$0.00

Tax Deed Court Registry \$794.00

Payor Name

AQUILA MITCHELL  
2122 SCHWAB COURT  
PENSACOLA FL 32504



Notes

850-266-0270



# PERDIDO TITLE SOLUTIONS

Precise · Professional · Proven

## 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 #: 03-3376-160 CERTIFICATE #: 2023-1313

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 encumber the title to said land as listed on page 2 herein.

**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.

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 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: November 14, 2005 to and including November 14, 2025 Abstractor: Candace Thomas

BY



Michael A. Campbell,  
As President  
Dated: November 15, 2025

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

November 15, 2025  
Tax Account #: **03-3376-160**

- 1. The Grantee(s) of the last deed(s) of record is/are: **AQUILA MITCHELL**  
By Virtue of QUIT CLAIM DEED recorded 8/29/2022 in OR 8849/469**
- 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 Joyce E Gardner recorded 08/05/2022 – OR 8836/227**
  - b. Lien in favor of Emerald Coast Utilities Authority recorded 04/03/2024 – OR 9126/1038**
  - c. Judgment in favor of Consumer Financial Services recorded 12/14/2018 – OR 8017/73**
- 4. Taxes:**

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

**Tax Account #: 03-3376-160**

**Assessed Value: \$84,127.00**

**Exemptions: HOMESTEAD, TOTAL EXEMPT - SERVICE CONNECTED, VETERANS**

- 5. We find the following HOA names in our search (if a condominium, the condo docs book, and page are included for your review): **GASLIGHT SQUARE OWNERS ASSOCIATION, INC.****

Payment of any special liens/assessments imposed by City, County, and/or State.

Note: Escambia County and/or local municipalities may impose special liens/assessments. These liens/assessments are not discovered in a Property Information Report 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 SOLUTIONS**  
**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: PROPERTY INFORMATION REPORT FOR TDA**

**TAX DEED SALE DATE:** FEB 4, 2026

**TAX ACCOUNT #:** 03-3376-160

**CERTIFICATE #:** 2023-1313

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

**YES      NO**

- Notify City of Pensacola, P.O. Box 12910, 32521  
  Notify Escambia County, 190 Governmental Center, 32502  
  Homestead for 2025 tax year.

**AQUILA MITCHELL**  
2122 SCHWAB COURT  
PENSACOLA, FL 32504

**JOYCE E GARDNER**  
6338 SUMMER LAKES CT  
PENSACOLA, FL 32504

**EMERALD COAST UTILITIES AUTHORITY**  
9255 STURDEVANT ST  
PENSACOLA, FL 32514-0311

**CONSUMER FINANCIAL SERVICES**  
6219 N PALAFOX ST STE G  
PENSACOLA, FL 32503

**GASLIGHT SQUARE OWNERS  
ASSOCIATION INC**  
LOUIS A MAYGARDEN III  
MOORHEAD LAW REGISTERED AGENT  
3300 HARDINGER RD NW  
FORT PAYNE, AL 35968

**GASLIGHT SQUARE OWNERS  
ASSOCIATION INC**  
LOUIS A MAYGARDEN III  
MOORHEAD LAW REGISTERED AGENT  
127 PALAFOX PL SUITE 200  
PENSACOLA, FL 32502

Certified and delivered to Escambia County Tax Collector, this 19<sup>th</sup> day of November 2025.  
**PERDIDO TITLE SOLUTIONS, A DIVISION OF**  
**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**

**November 15, 2025**  
**Tax Account #:03-3376-160**

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

**LT 12 BLK B GASLIGHT SQUARE PB 8 P 61 OR 8849 P 469**

**SECTION 32, TOWNSHIP 1 S, RANGE 30 W**

**TAX ACCOUNT NUMBER 03-3376-160(0226-09)**

**Prepared By:** Aquila Mitchell  
2122 Schwab Ct Pensacola , Florida 32504

**After Recording Return To:** Aquila Mitchell  
2122 Schwab Ct Pensacola, Florida 32504

**Tax Parcel ID Number:** 32-1S-30-2500-120-002

**Space Above the Line Intentionally Left Blank for Recorder's Use**

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**QUIT CLAIM DEED**

State of Florida

Escambia County

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid to the "Grantor(s)" known as:

AMR & Associates LLC with Aquila Mitchell acting as the President with a mailing address of 2122 Schwab Ct, Pensacola, Florida, 32504.

The receipt whereof is hereby witnessed and acknowledged, the undersigned hereby remises, releases and quitclaims unto Aquila Mitchell, a married individual, residing at 2122 schwab ct, Pensacola, Florida, 32504 (hereinafter the "Grantee(s)"), all the rights, title, interest, and claim in or to the following described real estate, situated in Escambia County, Florida, to-wit:

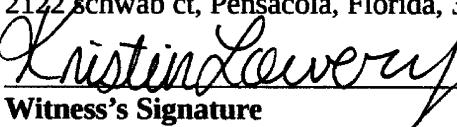
Lt 12 Blk B Gaslight Square Pb 8 P 61 Or 1422 P 752

**TO HAVE AND TO HOLD**, all and singular the described property, together with the tenements, hereditaments, and appurtenances belonging, or in anywise appertaining thereto, unto the Grantee(s), and their heirs and assigns forever.

**IN WITNESS WHEREOF**, the Grantor(s) has executed this Deed as of August 29 2022

Grantor's Signature  Date August 29 2022  
Print Name: Aquila Mitchell President of AMR & Associates LLC  
Address: 2122 Schwab Ct, Pensacola, Florida, 32504

Witness's Signature  Date August 29 2022  
Michelea Mitchell  
2122 schwab ct, Pensacola, Florida, 32504

Witness's Signature  Date August 29 2022  
Kristin Lowery  
Pensacola

## NOTARY ACKNOWLEDGMENT

State of Florida

County of Escambia

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 19<sup>th</sup> day of AUGUST, 2022, by Aquila Mitchell who is personally known to me or who has produced FLORIDA Divers license as identification.

Lori Michelle Sumlin (SEAL)

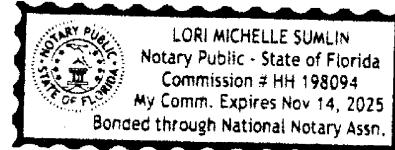
Notary Signature

Lori Michelle Sumlin

Notary Printed Name

Notary Title / Rank: Florida Notary, public

Notary Serial Number (If Any): HH 198094





Prepared by and Return to:  
Amber Lynch, an employee of  
First International Title  
411 W Gregory Street  
Pensacola, FL 32502

File No.: 220229-59

(Space Above This Line For Recording Data)

### MORTGAGE

**THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS \$116,606.19, TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE.**

This Indenture, made this August 03, 2022 by and between **AMR & ASSOCIATES LLC, a Florida Limited Liability Company** whose address is 5924 Huntington Creek Blvd, Pensacola, FL 32526, hereinafter called the Mortgagor, and **Joyce E. Gardner, an remarried widow**, whose address is 6338 Summer Lakes Court, Pensacola, FL 32504, hereinafter called the Mortgagee:

The terms "Mortgagor" and "Mortgagee", shall include heirs, personal representatives, successors, legal representatives and assigns, and shall denote the singular and/or the plural, and the masculine and/or the feminine and/or artificial persons, whenever and wherever the context so admits or requires.

**Witnesseth**, that the said Mortgagor, for and in consideration of **One Hundred Thirty Thousand and 00/100 Dollars (U.S. \$130,000.00)**, named in the promissory note of even date herewith, the receipt of which is hereby acknowledged, which note provides for the full debt, if not paid earlier, due and payable on **October 1, 2027**, does grant, bargain and sell to the said Mortgagee, his successors and assigns, in fee simple, the following described land, situate, lying and being in the County of **Escambia**, State of **Florida**, to-wit:

Lot 12, Block B, Gaslight Square, according to the Plat thereof, recorded in Plat Book 8, Page(s) 61, of the Public Records of Escambia County, Florida.

Parcel Identification Number: 321S302500120002

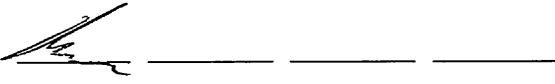
Which has an address of: 2122 Schwab Court, Pensacola, FL 32504

And the said Mortgagor does hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever.

Provided always, that if said Mortgagor, his successors or assigns, shall pay unto the said Mortgagee, his successors or assigns, that certain promissory note, of which a true and correct copy is attached, and Mortgagor shall perform, comply with and abide by each and every stipulation, agreement, condition and covenant of said promissory note and of this mortgage, and shall duly pay all taxes, all insurance premiums reasonably required, all costs and expenses including reasonable attorney's fees that Mortgagee may incur in collecting money secured by this mortgage, and also in enforcing this mortgage by suit or otherwise, then this mortgage and the estate hereby created shall cease and be null and void.

**Mortgagor hereby covenants and agrees:**

1. To pay the principal and interest and other sums of money payable by virtue of said promissory note and this mortgage, or either, promptly on the days respectively the same severally come due.
2. To keep the buildings now or hereafter on the land insured for fire and extended coverage in a sum at least equal to the amount owed on the above-described promissory note, and name the Mortgagee as loss payees, and to furnish Mortgagee with a copy of all current policies. If Mortgagor does not provide Mortgagee with copies of the policies showing Mortgagee as loss payees after 14 days written demand by Mortgagee, then Mortgagee may purchase such insurance and shall add any payments made for such policy to the principal balance owed on the mortgage, and such payments shall accrue interest at the maximum rate of interest allowed by law. In the event any sum of money becomes payable under such policy, Mortgagee, his legal representatives or assigns, shall have the option to receive and apply the same on account of the indebtedness hereby secured or to permit Mortgagor to receive and use it or any part thereof for repair or replacement, without hereby waiving or impairing any equity, lien or right under or by virtue of this mortgage. In the event of loss Mortgagor shall give immediate notice to Mortgagee.

Initials: 

3. To permit, commit or suffer no waste, impairment or deterioration of the property, or any part thereof.
4. To permit no other lien or mortgage to be placed ahead of this mortgage.
5. Mortgagor shall provide proof of payment of annual real estate taxes by March 15, for the preceding year's taxes. In the event that Mortgagor does not pay the taxes by such date, the Mortgagee may pay the taxes for the full amount of such payment by Mortgagee shall be added to the principal balance owed on the mortgage and shall accrue interest at the maximum rate allowed by law.
6. The Mortgagee may, at any time pending a suit upon this mortgage, apply to the court having jurisdiction thereof for the appointment of a receiver, and such court shall forthwith appoint a receiver, and such receiver shall have all the broad and effective functions and powers in anywise entrusted by a court to a receiver, and such appointment shall be made by such court as an admitted equity and a matter of absolute right to said Mortgagee. The rents, profits, income, issues, and revenues shall be applied by such receiver according to the lien of this mortgage.
7. If any of the sums of money due and owing to Mortgagee under the terms of the promissory note and this mortgage, including but not limited to any advance made by Mortgagee for the payment of insurance or taxes, are not paid within thirty (30) days after the same become due and payable, or if each of the stipulations, agreements, conditions and covenants of the promissory note and this mortgage, or either, are not fully performed or complied with the aggregate sum owed on the promissory note shall become due and payable forthwith or thereafter at the option of Mortgagee, his successors, legal representatives, or assigns.

This mortgage and the note hereby secured shall be construed and enforced according to the laws of the State of Florida.

**DUE ON SALE:** The principal sum secured hereby, along with any interest to be paid in accordance with the terms of the note secured hereby, shall immediately become due and payable without notice, if a transfer of title to the premises by sale or otherwise is made without the Mortgagee's written consent, while this mortgage remains a lien thereon, at the option of Mortgagee, his successors, legal representatives, or assigns.

**THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS \$116,606.19, TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE.**

Executed at **Escambia** County, **Florida** on the date written above.

Initials:  \_\_\_\_\_

**In Witness Whereof**, the grantee(s) has hereunto set their hand(s) and seal(s) the day and year first above written.

**AMR & ASSOCIATES LLC, a Florida Limited Liability Company**

  
\_\_\_\_\_  
By Aquilla Mitchell, Managing Member

**Signed, sealed and delivered in our presence:**

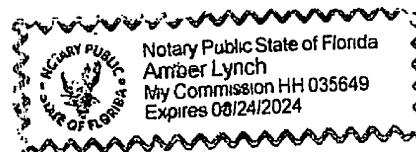
  
\_\_\_\_\_  
1st Witness Signature  
Print Name: Amber Lynch  
\_\_\_\_\_  
2nd Witness Signature  
Print Name: Robert Competello

State of Florida  
County of Escambia

The Foregoing Instrument Was Acknowledged before me by means of (X) physical presence or ( ) online notarization on **August 3, 2022**, by **Aquilla Mitchell, Managing Member of AMR & ASSOCIATES LLC, a Florida Limited Liability Company**, who ( ) is/are personally known to me or who (X) produced a valid Driver's License as identification.

  
\_\_\_\_\_  
Notary Public Signature  
Printed Name: Amber Lynch  
My Commission Expires: 8/24/2024

(NOTARY SEAL)



Initials:  \_\_\_\_\_

## PROMISSORY NOTE

**THIS IS A BALLOON NOTE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS \$116,606.19, TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THE MORTGAGE SECURING THIS NOTE.**

**\$130,000.00**

**August 03, 2022**

**Pensacola, Escambia County, Florida**

**FOR VALUE RECEIVED**, the undersigned promise to pay to the order of **Joyce E. Gardner** at **6338 Summer Lakes Court, Pensacola, FL 32504** or at such other address as may be indicated in writing, in the manner hereinafter specified, the principal sum of **One Hundred Thirty Thousand and 00/100 Dollars (US \$130,000.00)** with interest from the date hereof, at the rate of **Three and 500/1000 Percent percent (3.5%)** per annum on the balance from time to time remaining unpaid. The said principal and interest shall be payable in lawful money of the United States of America, on the date and in the following manner:

The sum of **\$583.76** representing a payment of principal and interest shall be due and payable on **10/1/2022** and on the **1st** day of each and every calendar month thereafter until **10/1/2027**, at which time the remaining principal balance, of **\$116,606.19**, together with any accrued but unpaid interest, shall be due and payable.

In the event that any payment is not made within fifteen (15) days of its due date, the holder of this Note may charge a late fee not to exceed five percent (5%) of the delinquent amount or \$25.00, whichever is greater.

This note may be prepaid, in whole or in part, without penalty, at any time prior to maturity, without penalty.

All payments shall be first applied to late charges, if any, then to the payment of accrued interest, and the balance remaining, if any, shall be applied to the payment of the principal sum.

The mortgage securing this note contains a due on sale provision.

This note with interest is secured by a mortgage on real estate, of even date herewith, the terms of which are incorporated herein by reference, made by the makers hereof in favor of the said payee, and shall be construed and enforced according to the laws of the State of Florida.

If default be made in the payment of any installment under this note, and if such default is not made good within thirty (30) days, the entire principal sum and accrued interest shall at once become due and payable without notice at the option of the holder of this Note. Failure to exercise this option shall not constitute a waiver of the right to exercise the same at a later time for the same default or for any subsequent default. In the event of default in the payment of this note, and if the same is placed in the hands of any attorney for collection, the undersigned hereby agree to pay all costs of collection, including a reasonable attorneys' fee.

Makers waive demand, presentment for payment, protest, and notice of nonpayment and dishonor.

AMR & ASSOCIATES LLC, a Florida Limited Liability Company

By Aquilla Mitchell, Managing Member

The state documentary tax due on this Note has been paid on the Mortgage securing this indebtedness.

Initials: J \_\_\_\_\_

This Instrument Was Prepared  
By And Is To Be Returned To:  
**PROCESSING**,  
Emerald Coast Utilities Authority  
9255 Sturdevant Street  
Pensacola, Florida 32514-0311



## NOTICE OF LIEN

### STATE OF FLORIDA COUNTY OF ESCAMBIA

Notice is hereby given that the EMERALD COAST UTILITIES AUTHORITY has a lien against the following described real property situated in Escambia County, Florida, for water, wastewater and/or sanitation service provided to the following customer:

#### Legal Description

LT 12 BLK B GASLIGHT SQUARE PB 8 P 61 OR 8849 P 469

Customer: Aquila L. Mitchell

Account Number: 293046-63715

Amount of Lien: \$407.74, together with additional unpaid utility service charges, if any, which may accrue subsequent to the date of this notice and simple interest on unpaid charges at 18 percent per annum, or at such lesser rate as may be allowed by law.

This lien is imposed in accordance with Section 159.17, Florida Statutes, Chapter 92-248, Laws of Florida, as amended and Emerald Coast Utilities Authority Resolution 87-10, as amended, and this lien shall be prior to all other liens on such lands or premises except the lien of state, county, and municipal taxes and shall be on a parity with the lien of such state, county, and municipal taxes.

Provided however, that if the above-named customer has conveyed said property by means of deed recorded in the public records of Escambia County, Florida, prior to the recording of this instrument, or if the interest of the above-named customer is foreclosed by a proceeding in which notice of lis pendens has been filed prior to the recording of this instrument, this lien shall be void and of no effect.

Dated: 3/22/24

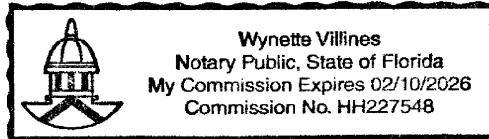
EMERALD COAST UTILITIES AUTHORITY

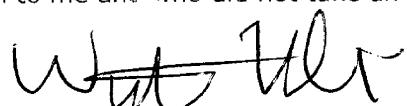
BY:

A handwritten signature in black ink, appearing to read 'Erica Peace'.

### STATE OF FLORIDA COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 22nd day of March, 20<sup>24</sup>, by Erica Peace of the Emerald Coast Utilities Authority, who is personally known to me and who did not take an oath.



A handwritten signature in black ink, appearing to read 'Wynette Villines'.

Notary Public – State of Florida

RWK:ls  
Revised 05/31/11

Recorded in Public Records 12/14/2018 4:03 PM OR Book 8017 Page 73,  
Instrument #2018101676, Pam Childers Clerk of the Circuit Court Escambia  
County, FL

Filing # 82159390 E-Filed 12/14/2018 04:32:35 PM

IN THE COUNTY COURT IN AND FOR  
ESCAMBIA COUNTY, FLORIDA

CONSUMER FINANCIAL SERVICES  
6219 N. Palafox Street, Suite G  
Pensacola, FL 32503  
[cfsopensacola@yahoo.com](mailto:cfsopensacola@yahoo.com)

Plaintiff,

vs.

Case No. 2018 SC 002022  
Division 5

AQUILA MITCHELL  
2122 Schwab Ct.  
Pensacola, FL 32503

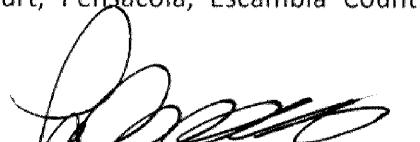
Defendant.

FINAL JUDGMENT

At a Small Claims Pretrial Conference in open court on December 12, 2018, the plaintiff appeared but the defendant did not. As a result, the plaintiff is entitled to a Final Judgment and it is therefore

ORDERED AND ADJUDGED that plaintiff shall recover from defendant \$1,337.72 which shall accrue interest at the rate of 6.09% per annum for which let execution issue.

DONE AND ORDERED this 14<sup>th</sup> day of December 2018 in chambers, nunc pro tunc to December 12, 2018, as announced in open court, Pensacola, Escambia County, Florida.

  
County Judge

cc: Plaintiff: [cfsopensacola@yahoo.com](mailto:cfsopensacola@yahoo.com)  
Defendant