

Sign here

Signature, Tax Collector or Designee

#### 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

Part 1: Tax Deed Application Information **ELEVENTH TALENT B, LLC Applicant Name PO BOX 769** Application date Apr 17, 2025 **Applicant Address** PALM CITY, FL 34991 **Property** VENTURE FIDELIS LLC description 4465 ARBOUR DR Certificate # 2023 / 4705 POWDER SPRINGS, GA 30127 2315 SAN MARCUS CAMINO 09-5015-012 Date certificate issued 06/01/2023 LOT 1 BLK A BAYOU GRANDE VILLA PB 8 P 4 OR 7483 P 1535 SEC 33/4 T2/3S R31W Part 2: Certificates Owned by Applicant and Filed with Tax Deed Application Column 1 Column 2 Column 3 Column 4 Column 5: Total Certificate Number **Date of Certificate Sale Face Amount of Certificate** Interest (Column 3 + Column 4) # 2023/4705 06/01/2023 445.04 153.54 598.58 →Part 2: Total\* 598.58 Part 3: Other Certificates Redeemed by Applicant (Other than County) Column 2 Column 3 Total Column 1 Column 4 Column 5 Date of Other Face Amount of (Column 3 + Column 4 Certificate Number Tax Collector's Fee Interest Certificate Sale Other Certificate + Column 5) # 2024/4814 06/01/2024 466.57 6.25 76.98 549.80 Part 3: Total\* 549.80 Part 4: Tax Collector Certified Amounts (Lines 1-7) Cost of all certificates in applicant's possession and other certificates redeemed by applicant 1,148.38 (\*Total of Parts 2 + 3 above) 0.00 2. Delinquent taxes paid by the applicant 0.00 3. Current taxes paid by the applicant 4. Property information report fee 200.00 175.00 5. Tax deed application fee 0.00 6. Interest accrued by tax collector under s.197.542, F.S. (see Tax Collector Instructions, page 2) **7**. Total Paid (Lines 1-6) 1,523,38 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. Escambia, Florida

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

Date April 21st, 2025

Pai	rt 5: Clerk of Court Certified Amounts (Lines 8-14)
8.	Processing tax deed fee
9.	Certified or registered mail charge
10.	Clerk of Court advertising, notice for newspaper, and electronic auction fees
11.	Recording fee for certificate of notice
12.	Sheriff's fees
13.	Interest (see Clerk of Court Instructions, page 2)
14.	Total Paid (Lines 8-13)
15.	Plus one-half of the assessed value of homestead property, if applicable under s. 197.502(6)(c), F.S.
16.	Statutory opening bid (total of Lines 7, 14, 15, and 16 if applicable)
Sign I	nere:  Date of sale 09/03/2025  Signature, Clerk of Court or Designee

#### **INSTRUCTIONS**

46.25

#### 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**

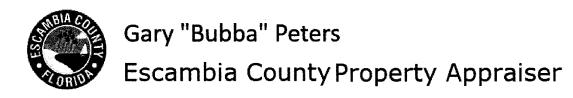
R. 12/16

512

Section 197.502, Florida Statutes

Application Number: 2500130

To: Tax Collector of	ESCAMBIA COUNTY	<sub>-</sub> , Florida		
I, ELEVENTH TALENT B, PO BOX 769 PALM CITY, FL 34991 hold the listed tax certif	,	same to the Tax	Collector and make tax deed application thereon	
Account Number	Certificate No.	Date	Legal Description	
09-5015-012	2023/4705	06-01-2023	LOT 1 BLK A BAYOU GRANDE VILLA PB 8 P 4 OR 7483 P 1535 SEC 33/4 T2/3S R31W	
I agree to:				
<ul> <li>pay any curre</li> </ul>	ent taxes, if due and			
<ul> <li>redeem all ou</li> </ul>	itstanding tax certificates plus ii	nterest not in my	possession, and	
<ul> <li>pay all deling</li> </ul>	pay all delinquent and omitted taxes, plus interest covering the property.			
	ollector's fees, property informat s, if applicable.	tion report costs, (	Clerk of the Court costs, charges and fees, and	
Attached is the tax sale which are in my posse	• •	ation is based and	d all other certificates of the same legal description	
Electronic signature of ELEVENTH TALENT PO BOX 769 PALM CITY, FL 349	B, LLC			
·			04-17-2025 Application Date	
	Applicant's signature	<del></del>	- <del> </del>	



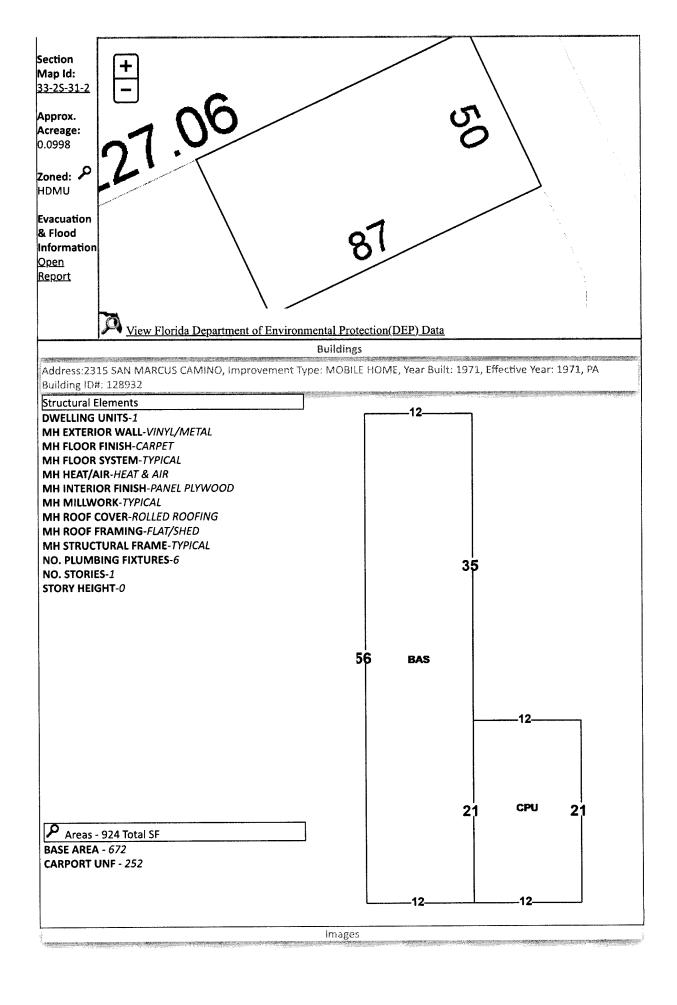
**Real Estate Search** 

**Tangible Property Search** 

Sale List

**Back** 

Printer Friendly Version Nav. Mode 
Account OParcel ID **General Information** Assessments 3325312400001001 <u>Cap Val</u> Parcel ID: Year Land Imprv Total Account: 095015012 2024 \$20,000 \$8,960 \$28,960 \$22,006 **VENTURE FIDELIS LLC** 2023 \$12,000 \$8,517 \$20,517 \$20,006 Owners: 4465 ARBOUR DR 2022 \$12,000 \$7,079 \$19,079 \$18,188 Mail: **POWDER SPRINGS, GA 30127** 2315 SAN MARCUS CAMINO 32507 Situs: Disclaimer MOBILE HOME 🔑 Use Code: **Tax Estimator Taxing COUNTY MSTU** Authority: **Change of Address** Tax Inquiry: **Open Tax Inquiry Window** Tax Inquiry link courtesy of Scott Lunsford File for Exemption(s) Online Escambia County Tax Collector **Report Storm Damage** 2024 Certified Roll Exemptions Sales Data TypeList: 🔑 None Multi Sale Date Book Page Value Type Records Parcel 04/20/2016 7512 1104 Ν B \$100 TR 02/24/2016 7483 1535 \$17,500 WD Ν 05/14/2013 7017 1258 Legal Description \$100 QC Ν LOT 1 BLK A BAYOU GRANDE VILLA PB 8 P 4 OR 7483 P 1535 \$100 TR 03/05/2013 6984 1219 Ν SEC 33/4 T2/3S R31W 03/05/2013 6984 1217 \$100 CJ Ν 10/04/2011 6770 772 \$10,100 CT Υ 10/04/2011 6670 772 \$10,100 CT Υ 07/2006 5966 1420 \$675,000 WD 09/2004 5494 1049 \$25,000 WD Ν Extra Features None 01/1976 1025 518 \$8,200 WD 01/1974 789 581 \$6,800 WD Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller Parcel Information Launch Interactive Map





7/25/2024 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:04/25/2025 (tc.3860)

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2025034806 5/14/2025 10:13 AM
OFF REC BK: 9316 PG: 1820 Doc Type: TDN

## NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That ELEVENTH TALENT B LLC holder of Tax Certificate No. 04705, 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:

LOT 1 BLK A BAYOU GRANDE VILLA PB 8 P 4 OR 7483 P 1535 SEC 33/4 T2/3S R31W

**SECTION 33, TOWNSHIP 2 S, RANGE 31 W** 

TAX ACCOUNT NUMBER 095015012 (0925-27)

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

#### VENTURE FIDELIS LLC

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 September, which is the 3rd day of September 2025.

Dated this 14th 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.

COUNT

PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

By:

Emily Hogg Deputy Clerk Pam Childers CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY FLORIDA INST# 2025039270 5/30/2025 8:31 AM OFF REC BK: 9323 PG: 1630 Doc Type: RTD

#### RELEASE OF NOTICE OF APPLICATION FOR TAX DEED

Pursuant to § 197.502(5)(c), Florida Statutes, the Escambia County Clerk of Court fully releases the Notice of Tax Deed Application recorded at Official Records Book 9316, Page 1820, of Escambia County, for the tax certificate, tax deed, and property described below:

Tax Certificate No. Certificate No. 04705, issued the 1st day of June, A.D., 2023

TAX ACCOUNT NUMBER: 095015012 (0925-27)

DESCRIPTION OF PROPERTY:

#### LOT 1 BLK A BAYOU GRANDE VILLA PB 8 P 4 OR 7483 P 1535 SEC 33/4 T2/3S R31W

SECTION 33, TOWNSHIP 2 S, RANGE 31 W

NAME IN WHICH ASSESSED: VENTURE FIDELIS LLC

Dated this 30th day of May 2025.

GOMPTOOLER TO THE PARTY OF THE

PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

By: Emily Hogg Deputy Clerk **Redeemed From Sale** 



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

Tax Deed Sales - Redeemed From Sale
Account: 095015012 Certificate Number: 004705 of 2023

Date Of Redemption	5/30/2025			
Clerk's Check	1	Clerk's Total	\$774.00	
Postage	\$0.00	Tax Deed Court l	Registry \$740.00	
Payor Name	VENTURE FIDEL 4465 ARBOUR D POWDER SPRING			<b>^</b>
Notes				Ŷ
	Submit	Reset Print Pr		

# **PERDIDO TITLE SOLUTIONS**

## Precise · Professional · Proven

#### PROPERTY INFORMATION REPORT

3050 Concho Drive, Pensacola, Florida 32507 | Phone: 850-466-3077

THE ATTACHED REP	THE ATTACHED REPORT IS ISSUED TO:					
SCOTT LUNSFORD, E	SCOTT LUNSFORD, ESCAMBIA COUNTY TAX COLLECTOR					
TAX ACCOUNT #:	09-5015-012	CERTIFICATE #: _	2023-47	705		
REPORT IS LIMITED	TITLE INSURANCE. THE TO THE PERSON(S) EXP ORT AS THE RECIPIENT(S	RESSLY IDENTIFIED E	BY NAME IN TH	E PROPERTY		
listing of the owner(s) o tax information and a list	pared in accordance with the frecord of the land described ting and copies of all open of the Official Record Booking 2 herein.	d herein together with cu or unsatisfied leases, mor	rrent and delinque tgages, judgments	ent ad valorem and		
<b>This Report is subject to:</b> 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 Proper	ty Information Report an	d the documents a	ttached hereto.		
Period Searched:	June 18, 2005 to and includ	ling June 18, 2025	_ Abstractor:	Andrew Hunt		
BY						
Malphel						

Michael A. Campbell, As President

Dated: June 19, 2025

#### PROPERTY INFORMATION REPORT

**CONTINUATION PAGE** 

June 19, 2025

Tax Account #: 09-5015-012

1. The Grantee(s) of the last deed(s) of record is/are: VENTURE FIDELIS, LLC

By Virtue of Warranty Deed recorded 2/26/2016 in OR 7483/1535

- 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 Jerome Merritt, Jr. recorded 2/26/2016 OR 7483/1553 together with Assignment of Rents and Leases recorded 2/26/2016 OR 7483/1562
  - b. Code Enforcement Order recorded 10/25/2019 OR 8188/1230 together with Amended Order recorded 1/2/2020 OR 8224/1756 and Cost Order recorded 6/10/2020 OR 8309/1992
- 4. Taxes:

Taxes for the year(s) NONE are delinquent.

Tax Account #: 09-5015-012 Assessed Value: \$22,006.00

**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): **BAYOU GRANDE VILLA 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
	INVILITI		

TAX DEED SALE DATE:	SEPT 3, 2025		
TAX ACCOUNT #:	09-5015-012 2023-4705		
CERTIFICATE #:			
In compliance with Section 197.522, Florida Statutes those persons, firms, and/or agencies having legal int property. The above-referenced tax sale certificate is sale.	terest in or claim against the above-described		
	City of Pensacola, P.O. Box 12910, 32521 Escambia County, 190 Governmental Center, 32502 tead for <u>2024</u> tax year.		
VENTURE FIDELIS LLC	BAYOU GRANDE VILLA ASSOCIATION INC		
38 S BLUE ANGEL PKWY #351	8510 MATADOR CAMINO		
PENSACOLA, FL 32506	PENSACOLA, FL 32507		
VENTURE FIDELIS LLC	JEROME MERRITT, JR		
2315 SAN MARCUS CAMINO	835 MARKET ST		
PENSACOLA, FL 32507	LEWISPORT, KY 42351		
ESCAMBIA COUNTY CODE ENFORCEMENT	JAMARIO RIDLEY REGISTED AGENT OF		
3363 W PARK PL	VENTURE FIDELIS LLC		
PENSACOLA, FL 32505	8514 SAN JUAN CALZADA		
- 1 3 <b>, 1. 2. 3</b>	PENSACOLA, FL 32507		

Certified and delivered to Escambia County Tax Collector, this 19th day of June 2025.

PERDIDO TITLE SOLUTIONS, A DIVISION OF PERDIDO TITLE & ABSTRACT, INC.

BY: Michael A. Campbell, As Its President

Malphel

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

#### PROPERTY INFORMATION REPORT

June 19, 2025 Tax Account #:09-5015-012

## LEGAL DESCRIPTION EXHIBIT "A"

# LOT 1 BLK A BAYOU GRANDE VILLA PB 8 P 4 OR 7483 P 1535 SEC 33/4 T2/3S R31W SECTION 33, TOWNSHIP 2 S, RANGE 31 W TAX ACCOUNT NUMBER 09-5015-012(0925-27)

Recorded in Public Records 02/26/2016 at 03:12 PM OR Book 7483 Page 1535, Instrument #2016013987, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording \$18.50 Deed Stamps \$122.50

Prepared By and Return To: Sally B. Fox, of Emmanuel, Sheppard & Condon, P.A. 30 S. Spring Street Pensacola, FL 32502 File #09841-135480

#### WARRANTY DEED

THIS WARRANTY DEED, dated this day of February, 2016, given by BG PROPERTY INVESTMENTS, L.L.C., a Florida limited liability company, whose mailing address is 835 Market Street, Lewisport, KY 42351, (hereinafter called the "GRANTOR"), to VENTURE FIDELIS, LLC, a Florida limited liability company, whose mailing address is 38 S. Blue Angel Parkway, #351, Pensacola, FL 32506, (hereinafter called the "GRANTEE"). (Wherever used herein the terms "Grantor" and "Grantee" include all parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.)

WITNESSETH: That the GRANTOR, for and in consideration of the sum of \$10.00 and other valuable considerations, the receipt and sufficiency of which 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, to-wit:

Lot 1, Block A, Bayou Grande Villa, according to the map or plat thereof as recorded in Plat Book 8 at Page 4 of the Public Records of Escambia County, Florida.

Also known as 2315 San Marcus Camino, Pensacola, FL 32507

A 12 x 56 ft. mobile home and all improvements located upon the described real property including but not limited to all furniture, fixtures, equipment and appliances.

Property Appraiser's Parcel Identification Number: 33-2S-31-2400-001-001

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 except as above noted, 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.

BK: 7483 PG: 1536 Last Page

> IN WITNESS WHEREOF, GRANTOR has signed and sealed these presents the date set forth above.

Signed in the presence of the following witnesses:

BG Property Investments, L.L.C., a Florida limited liability company

Jerome Merritt, Jr.

Sole Member and Sole Manager

STATE OF FLORIDA **COUNTY OF ESCAMBIA** 

THE FOREGOING INSTRUMENT was acknowledged before me on this lphaFebruary, 2016, by Jerome Merritt, Jr., as Sole Member and Sole Manager of BG Property Investments, L.L.C., a Florida limited liability company, on behalf of the company, who personally appeared before me and who is personally known to me or who produced ivers License as identification.



**NANCY B. GOODWIN** Notary Public, State of Florida My Comm. Expires Jan. 29, 2018 Commission No. FF 72947

[NOTARY SEAL]

Recorded in Public Records 02/26/2016 at 03:12 PM OR Book 7483 Page 1553, Instrument #2016013996, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording \$78.00 MTG Stamps \$507.50 Int. Tax \$290.00

PREPARED BY: Sally B. Fox, of EMMANUEL, SHEPPARD & CONDON 30 S. Spring Street Pensacola, FL 32502 File No.: 09841-135480

#### **MORTGAGE**

KNOW ALL MEN BY THESE PRESENTS, That **VENTURE FIDELIS**, **LLC**, a Florida limited liability company, whose mailing address is 38 S. Blue Angel Parkway, #351, Pensacola, FL 32506 (hereinafter called Mortgagor) for and in consideration of the sum of One Hundred Forty Five Thousand and no/100ths (\$145,000.00) Dollars, to in hand paid by **JEROME MERRITT**, **JR**., whose mailing address is 835 Market Street, Lewisport, KY 42351 (hereinafter called Mortgagee) the receipt whereof is hereby acknowledged, has granted, bargained and sold, and by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the said Mortgagee forever, the following described real estate, situate, lying and being in the County of Escambia, State of Florida, to-wit:

#### SEE EXHIBIT "A" FOR LEGAL DESCRIPTION

TOGETHER WITH all improvements now or hereafter located on said real property and all fixtures, appliances, apparatus, equipment, fittings, furnishings, accessories, heating and air conditioning equipment, plumbing, machinery, articles of personal property, and all building materials, supplies and goods delivered to the real property for purposes of being affixed to, installed, incorporated or otherwise used in the buildings, structures or other improvements now or hereafter located thereon, together with all additions and replacements of any of same (except those owned by lessees of said real property) now or hereafter affixed or attached (whether actually or constructively) thereto, placed upon, or used in any way in connection with the complete or comfortable use, occupancy, operation or maintenance of said real property, all licenses and permits used or required in connection with the use of said real property, all leases of said real property now or hereafter entered into and all right, title and interest of Mortgagor thereunder, including, without limitation, cash or securities deposited thereunder pursuant to said leases, and all rents, issues, proceeds, revenues and profits accruing from said real property and, without limitation, all oil, gas, minerals, water, crops, trees, timber and other emblements, and any rights or interest therein, and together with all proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, including, without limitation, proceeds of insurance and condemnation awards (the foregoing real property and tangible and intangible personal property hereinafter referred to collectively as the Mortgaged Property). Mortgagor hereby grants to Mortgagee a security interest in the foregoing described tangible and intangible personal property.

TO HAVE AND TO HOLD the Mortgaged Property, together with all and singular the tenements, hereditaments, easements and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders thereof and all the estate, right, title, interest, homestead, separate estate, possession, claim and demand whatsoever, as well in law as in equity, of Mortgagor and unto the same, and every part thereof, with the appurtenances of Mortgagor in and to the same, and every part and parcel thereof unto Mortgagee. And the said Mortgagor hereby covenants with said Mortgagee that the said Mortgagor is indefeasibly seized of said real property in fee simple; that the said Mortgagor has full power and lawful right to convey the same in fee simple as aforesaid; that it shall be lawful for the said Mortgagee at all times peaceably and quietly to enter upon, occupy and enjoy said real property and every part thereof; that the said real property and every part thereof is free from all encumbrances; that the said Mortgagor will make such further assurances to perfect the fee simple title to said real property in said Mortgagee as may reasonably be required; and that the said Mortgagor, does hereby fully warrant the title to said real property, and every part thereof, and will defend the same against the lawful claims of all persons whomsoever.

THE FOREGOING CONVEYANCE is intended to be, and is, a mortgage to secure the payment of promissory note of even date for the sum of One Hundred Forty Five Thousand and no/100ths (\$145,000.00) Dollars made by the said Mortgagor payable to the order of the said Mortgagee after date, with interest as set forth in said note.

And also to secure the payment of any and all notes, liabilities and obligations of Mortgagor to Mortgagee, whether as maker, endorser, guarantor, or otherwise, which may now be in existence

or accrue or arise hereafter, or be now owned or held by Mortgagee, or be acquired hereafter, it being the intent and purpose of Mortgagor to secure by this mortgage all notes for future advances and all other notes, claims, demands, liabilities, and obligations which Mortgagee may have, hold or acquire at any time within twenty years from the date of this mortgage against Mortgagor. The total amount of the indebtedness that may be secured by this mortgage may increase or decrease from time to time, but the total unpaid balance secured at any one time by this mortgage shall not exceed a maximum principal amount of two times the principal amount, plus interest, and any disbursements made by Mortgagee for the payment of taxes, levies or insurance on the property encumbered by this mortgage, with interest on such disbursements.

#### AND THE SAID MORTGAGOR does hereby covenant and agree:

- 1. To pay all and singular the principal, the interest and other sums of money payable by virtue of the said promissory note, and this mortgage, each and every one, promptly on the days, respectively, the same become due.
- 2. To pay all and singular the taxes, assessments, levies, liabilities, obligations and encumbrances of every nature and kind now on the Mortgaged Property, or that hereafter may be levied or assessed thereupon, each and every one of them and any and all documentary stamps, intangible taxes and assessments now or hereafter required to be paid by governmental authority on said note or on this mortgage; and if the same, or any part thereof, be not promptly paid when due and payable, said Mortgagee may at any time pay the same; without waiving or affecting the option to foreclose this mortgage by reason of such default, or any right hereunder, and every payment so made shall bear interest from the date thereof at the highest rate allowed by law, and all such payments, with interest as aforesaid, shall be secured by the lien hereof. Mortgagor shall furnish Mortgagee receipt for ad valorem taxes on the Mortgaged Property no later than 15 days after the due date of same.
- 3. To pay all and singular the costs, fees, charges and expenses, of every nature and kind, including all the costs of an abstract of title to the above described lands found to be convenient or expedient in connection with any suit for the foreclosure of this mortgage, and also including all costs and expenses of the said suit, including attorney's fee in a reasonable amount to the attorney of the plaintiff foreclosing, which costs and fees shall be included in the lien of this mortgage, because of the failure on the part of the said Mortgagor to perform, comply with and abide by all or any of the covenants, conditions and stipulations of said promissory note, and this mortgage, and in the foreclosure of this mortgage and in collecting the amount secured hereby, each and every such payment shall bear interest from date thereof until paid at the highest rate allowed by law, and such payments with interest thereon as aforesaid, shall be secured by the lien hereof. "Attorney's fees," as that phrase is used in this mortgage shall include, among other things, the reasonable fees of the attorney and also of any legal assistants, paralegals, law clerks and others utilized by the attorney and under the attorney's supervision, as well as out-of-pocket costs incurred and/or advanced-by any of same, all regardless of whether incurred in or advanced prior to the initiation of any legal or equitable proceeding, in arbitration, in trial, in any administrative, bankruptcy or other similar proceedings, or any appeal from any of same.
- Mortgagor (a) shall not permit, commit or suffer any waste, impairment or deterioration of the Mortgaged Property, or any part thereof; (b) shall restore and repair promptly and in a good workmanlike manner all or any part of the Mortgaged Property to the equivalent of its original condition, or such other condition as Mortgagee may approve in writing, in the event of any damage, injury or loss thereto, whether or not insurance proceeds are available to cover in whole or in part the cost of such restoration or repair; (c) shall keep the Mortgaged Property, including improvements, fixtures, equipment, machinery and appliances thereon in good repair and shall replace fixtures, equipment, machinery and appliances on the Mortgaged Property when necessary to keep such items in good repair, including, but not limited to, well painted, weatherproofed and making of such repairs as Mortgagee may, from time to time, determine to be necessary for the preservation of the Mortgaged Property; (d) shall prudently and professionally manage the Mortgaged Property; (e) shall give notice in writing to Mortgagee of and, unless otherwise directed in writing by Mortgagee, appear in and defend any action or proceeding purporting to affect the Mortgaged Property, the security of this instrument or the rights or powers of Mortgagee; (f) shall comply with the provisions of any lease, if this mortgage is on a leasehold; and (g) shall perform all of Mortgagor's obligations under the Declaration creating or governing the homeowner's association. Mortgagor shall first obtain the written consent of Mortgagee, such consent to be granted or withheld at the sole discretion of Mortgagee, before (i) removing or demolishing any building now or hereafter erected on the premises unless it is replaced with a similar or better structure, or (ii) removing or exchanging any tangible personal property which is part of the Mortgaged Property, except when incident to the replacement thereof with items of likekind or better. Mortgagee shall have the right to inspect the Mortgaged Property on reasonable notice to Mortgagor.

- To keep the Mortgaged Property (or so much thereof as is insurable) insured against fire, windstorm, flood and extended coverage in an amount reasonably required by Mortgagee and as allowed by law, in a company to be approved by said Mortgagee, loss, if any, payable to the Mortgagee, as its interest may appear, including a "standard" Mortgagee clause, and to furnish Mortgagee original or memorandum copy of such policy or policies, and in the event any sum of money becomes payable under such policy or policies, the Mortgagee shall have the option to receive and apply the same on account of the indebtedness secured hereby, or to permit said Mortgagor to receive and use it, or any part thereof, for purpose of improving said land, without thereby waiving or impairing any equity, lien or right under or by virtue of this mortgage, and said Mortgagee may place and pay for such insurance, or any part thereof, without waiving or affecting the option to foreclose, or any right hereunder, and each and every such payment shall bear interest from date thereof until paid at the highest rate allowed by law, and all such payments, with interest, as aforesaid, shall be secured by the lien hereof. The Mortgagee is empowered to adjust, compromise, submit to arbitration and appraisement and collect, and apply to the reduction of said indebtedness, and claim for loss arising under any insurance policy covering said premises; and to that end the Mortgagee is irrevocably appointed the attorney in fact of the Mortgagor to execute and deliver such receipts, releases and other writings as shall be requisite to accomplish such adjustments, compromise, arbitration, appraisement and collection. Unless Mortgagee and Mortgagor otherwise agree in writing, any application of insurance proceeds to principal shall not extend or postpone the due date of the installments referred to in the note and this mortgage or change the amount of such payments.
- That if any of the said installments of principal and interest due or payable by the terms of said promissory note or other obligations or other sum of money due or payable by virtue of this instrument, be not promptly and fully paid when the same become severally due and payable, without demand or notice, or if each and every one of the stipulations, covenants, agreements and conditions of the said promissory note or other obligations, and of this mortgage, any or either, are not duly and promptly performed, complied with and abided by, the said entire aggregate sum mentioned in the said promissory note and other obligations then remaining unpaid, with interest accrued, shall become due and payable forthwith or thereafter at the option of the Mortgagee, as fully and completely as if said aggregate sum and accrued interest were originally stipulated to be paid on such day, anything in the said promissory note or order obligations or herein, to the contrary notwithstanding. If Mortgagor shall make an assignment for the benefit of creditors, or if a receiver be appointed for Mortgagor of its property, or if Mortgagor files a petition in bankruptcy, or is adjudicated a bankrupt, or files any petition or institutes any proceedings under any chapter of Title 11 of the United States Code, or if Mortgagor becomes the subject of any proceedings, under any insolvency or bankruptcy act, for its reorganization or composition with its creditors, then on the happening of any one or more of these events, the whole indebtedness secured hereby shall immediately become due and payable, at the option of the Mortgagee, and this mortgage may thereupon be foreclosed.
- 7. It is further covenanted and agreed by said parties that in the event of a suit being instituted to foreclose this mortgage, the Mortgagee shall be entitled to apply at any time pending such foreclosure suit to the Court having jurisdiction thereof for the appointment of a Receiver of all and singular the Mortgaged Property, and of all the rents, 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 said Mortgaged 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 the Mortgagee and without reference to the adequacy or inadequacy of the value of the property hereby mortgaged, or to the solvency or insolvency of the Mortgagor and that such rents, profits, income, issues and revenues shall be applied by such Receiver to the payment of the mortgage indebtedness, costs and charges, according to the order of such Court.
- 8. To perform, comply with and abide by each and every one of the stipulations, agreements, conditions and covenants in said promissory note and other obligations and set forth in this mortgage, and to comply with all statutes, laws, ordinances, regulations, covenants, conditions and restrictions affecting the Mortgaged Property, and not to cause or permit any violation thereof.
- 9. No person liable for the debt hereby secured, whether such liability is primary or secondary, and whether such liability is created by endorsement of the notes or as joint maker of the notes, or guarantor, or having assumed the obligation to pay said mortgage debtor otherwise liable for said mortgage debt, shall be released or discharged from liability of the aforesaid debt by virtue of any extension or renewal granted by the Mortgagee to the maker of the notes hereby secured, or any other person liable for said debt, whether primary or secondary. The Mortgagee is hereby expressly granted the right and power to grant such extensions to the makers of the notes

hereby secured as said Mortgagee may deem advisable, without first obtaining the consent of any other person liable for said debt, whether primary or secondary, and to take such renewals of the note and debt hereby secured as said Mortgagee may deem advisable, without first securing the consent of any other person liable for said indebtedness. No delay in the enforcement by the Mortgagee of any of the rights of said Mortgagee arising by virtue of this mortgage and promissory notes hereby secured operate as a release or discharge of any person liable for the debt hereby secured, whether primary or secondary.

- 10. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Mortgaged Property, or part thereof or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Mortgagee. Mortgagee shall also be entitled to recover from Mortgagor any attorney's fees incurred in connection therewith. If the property is abandoned by Mortgagor, or if, after notice by Mortgagee to Mortgagor that the condemner offers to make an award or settle a claim for damages, Mortgagor fails to respond to Mortgagee within 30 days after the date such notice is mailed, Mortgagee is authorized to collect and apply the proceeds, at Mortgagee's option, either to the restoration or repair of the Mortgaged Property or to the sums secured by this mortgage. Unless Mortgagee and Mortgagor otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in the note and this mortgage or change the amount of such installments.
- 11. That neither the provisions of this mortgage nor any note secured hereby shall have the effect of or be construed as requiring or permitting Mortgagor to pay interest in excess of the highest rate per annum allowable by applicable law or any item or items of indebtedness referred to in this mortgage, and should any such excess be charged or paid, it shall be credited to the unpaid principal indebtedness.
- 12. If the indebtedness secured hereby is now or hereafter further secured by chattel mortgages, security interests, financing statements, pledges, contracts or guaranty, assignments of leases, or other securities, or if the Mortgaged Property hereby encumbered consists of more than one parcel of real property, Mortgagee may at its option exhaust any one or more of said securities and security hereunder, either concurrently or independently, and in such order as it may determine.
- 13. The Mortgagor hereby collaterally assigns, transfers and conveys unto the Mortgagee, the rents, royalties, income, revenues and profits accrued and to accrue from the Mortgaged Property, or any part thereof, including rentals and royalties under oil, gas and mineral leases, if any, during the lifetime of this mortgage, it being understood that as long as there is no default in the performance or observance of any of the covenants or agreements herein contained the Mortgagor shall have the privilege of collecting and receiving all rents, royalties, income revenues and profits accruing from the Mortgaged Property or any part thereof.
- That the Mortgaged Property (and any real property adjacent to or in the immediate vicinity of the Mortgaged Property owned by Mortgagor) has not and is not being used for the discharge, disbursal, release, dumping, storage, treatment, generation, manufacture, use or disposal of any toxic or hazardous waste, contaminating materials, pollutants, orally other substance potentially harmful to persons, property, the environment or natural resources (including but not limited to, asbestos or asbestos containing materials) (all of same hereinafter referred to as "Prohibited Substances"), whether in compliance with all applicable federal, state and local statutes, laws, ordinances, rules and regulations (hereinafter "Applicable Laws") or otherwise, and that Mortgagor has not received notice of or other information concerning, and, after diligent search and inquiry, is not aware of any proposed, threatened, anticipated or pending proceeding, investigation, administrative order, consent order, decree, agreement, litigation, settlement or other action by any governmental body or agency, entity or person concerning violation of or compliance with any such Applicable Laws. Mortgagor covenants and agrees to abide by all Applicable Laws pertaining to Prohibited Substances, and covenants and agrees not to allow any such Prohibited Substances to be discharged, disbursed, released, dumped, stored, treated, generated, manufactured, used or disposed of (whether by Mortgagor or otherwise) in, on, under, or over (the Mortgaged Property or any real property adjacent to or in the immediate vicinity of the Mortgaged Property owned by
- 15. That this instrument is intended to be and is a security agreement pursuant to the Uniform Commercial Code for any of the items specified above as part of the Mortgaged Property which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and Mortgagor hereby grants Mortgagee a security interest in said items. Mortgagor agrees that the recording and/or filing of this instrument, or a reproduction hereof, in the public records and/or any other appropriate index (including, without limitation, the Florida Secretary of State's office) shall also constitute a financing statement for any of the items indicated above as

being a part of the Mortgaged Property. Any reproduction of this instrument or of any other security agreement or financing statement shall be sufficient as a financing statement. In addition, Mortgagor agrees to execute and deliver to Mortgagee, upon Mortgagee's request, any financing statements, as well as extensions, renewals and amendments thereof, and reproductions of this instrument in such form as Mortgagee may require to perfect a security interest with respect to said items. Mortgagor shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements Mortgagee may reasonably require. Without the prior written consent of Mortgagee, Mortgagor shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said items. Upon Mortgagor's breach of any covenant or agreement of Mortgagor contained in this instrument, including the covenants to pay when due all sums secured by this instrument, Mortgagee shall have the remedies of a secured party under the Uniform Commercial Code and, at Mortgagee's option, may also invoke the remedies provided elsewhere in this instrument as to such items. In exercising any of said remedies Mortgagee may proceed against the items of real property and any items of personal property specified above as part of the Mortgaged Property separately or together and in any order whatsoever, without in any way affecting the availability of Mortgagees remedies under the Uniform Commercial Code or of the remedies provided elsewhere in this instrument.

- If Mortgagor fails to pay any claim, lien or encumbrance which is superior to this mortgage (it being agreed by Mortgagor that any such failure shall constitute a breach or default hereunder), or when due, any tax or assessment or insurance premium, or to keep the Mortgaged Property in repair, or shall commit or permit waste, or if there be commenced any action or proceeding affecting the Mortgaged Property or the title thereto, or the interest of Mortgagee therein, including, but not limited to, eminent domain and bankruptcy or reorganization proceedings, then Mortgagee, at its option, may pay said claim, lien, encumbrance, tax, assessment or premium, with right of subrogation thereunder, may make such repairs and take such steps as it deems advisable to prevent or cure such waste, and may appear in any such action or proceeding and retain counsel therein, and take such action therein as Mortgagee deems advisable, and for any such purposes Mortgagee may advance such sums of money, including all costs, reasonable attorney's fees and other items of expense as it deems necessary, and in so doing any funds advanced shall bear interest at the maximum rate provided by law and shall be due and repayable immediately without demand, and any such expenditures shall be secured by the lien of this mortgage. In such event, Mortgagee shall be the sole judge of the legality, validity and priority of any such claim, lien, encumbrance, tax, assessment and premium and of the amount necessary to be paid in satisfaction thereof. Mortgagee shall not be held accountable for any delay in making any such payment, which delay may result in any additional interest, costs, charges, expenses or otherwise. Mortgagee shall be subrogated for further security to the lien of any and all liens or encumbrances paid out of the proceeds of the loan secured by this mortgage, even though the lien or encumbrances are to be paid from such proceeds and to be released.
- 17. That this mortgage pertains to real property situate, lying and being in the State of Florida and shall be construed and enforced in accordance with the laws of the State of Florida.

Wherever used herein the terms "Mortgagor" and "Mortgagee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations; and the term "note" includes all the notes herein described if more than one. Wherever used the singular numbers shall include the plural and the plural the singular, and the use of any gender shall include all genders.

**IN WITNESS WHEREOF**, the Mortgagor has executed this Mortgage on the 24th day of February, 2016.

Signed, sealed and delivered in the presence of:

Mush fresh

Ulua Skiker

Venture Fidelis, LLC, a Florida limited liability company

€ Larfry Ørif Its: Manager

By: Jamario Ridley

Its: Manager

STATE OF FLORIDA	
COUNTY OF ESCAMBIA	)

The foregoing instrument was acknowledged before me this 24th day of February, 2016, by Larry Griffin, as Manager of Venture Fidelis, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or who produced FL Drivers License as identification.



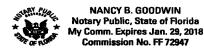
NANCY B. GOODWIN Notary Public, State of Florida My Comm. Expires Jan. 29, 2018 Commission No. FF 72947

Notary Public

[NOTARY SEAL]

STATE OF FLORIDA COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 24 day of February, 2016, by Jamario Ridley, as Manager of Venture Fidelis, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or who produced FL Divers Greense as identification.



[NOTARY SEAL]

#### **EXHIBIT "A"**

Lot 16, Block C, Bayou Grande Villa, a subdivision of a portion of Section 4, Township 3 South, Range 31 West, Escambia County, Florida, according to plat of said subdivision recorded in Plat Book 8 at Page 4 of the Public Records of Escambia County, Florida.

Also known as 8594 Alvarado Calzada, Pensacola, FL 32507

A 1979 CHAL 14  $\times$  61 ft. mobile home Title#17062845, ID#5935 and all improvements located upon the described real property including but not limited to all furniture, fixtures, equipment and appliances.

Property Appraiser's Parcel Identification Number: 33-2S-31-2400-016-003

#### AND:

Lot 1, Block A, Bayou Grande Villa, according to the map or plat thereof as recorded in Plat Book 8 at Page 4 of the Public Records of Escambia County, Florida.

Also known as 2315 San Marcus Camino, Pensacola, FL 32507

A 12  $\times$  56 ft. mobile home and all improvements located upon the described real property including but not limited to all furniture, fixtures, equipment and appliances.

Property Appraiser's Parcel Identification Number: 33-2S-31-2400-001-001

#### AND:

Lot 18, Block C, Bayou Grande Villa, being a portion of Section 4, Township 3 South, Range 31 West, Escambia County, Florida, according to Plat recorded in Plat Book 8 at Page 4 of the Public Records of Escambia County, Florida.

Also known as 8590 Alvarado Calzada, Pensacola, FL 32507

A 12 x 44 and 10 x 41 ft. double-wide mobile home and all improvements located upon the described real property including but not limited to all furniture, fixtures, equipment and appliances.

Property Appraiser's Parcel Identification Number: 33-2S-31-2400-018-003

#### AND:

Lots 22 and 23, Block C, Bayou Grande Villa, according to the map or plat thereof as recorded in Plat Book 8 at Page 4 of the Public Records of Escambia County, Florida.

Also known as 8582 Alvarado Calzada, Pensacola, FL 32507

A 24  $\times$  49 ft. double wide mobile home and all improvements located upon the described real property including but not limited to all furniture, fixtures, equipment and appliances.

Property Appraiser's Parcel Identification Number: 33-2S-31-2400-022-003

#### AND:

Lot 22, Block D, Bayou Grande Villa, according to the map or plat thereof as recorded in Plat Book 8 at Page 4 of the Public Records of Escambia County, Florida.

Also known as 8502 Matador Camino, Pensacola, FL 32507

#### **EXHIBIT "A" (Continued)**

A 12  $\times$  55 ft. mobile home and all improvements located upon the described real property including but not limited to all furniture, fixtures, equipment and appliances.

Property Appraiser's Parcel Identification Number: 33-2S-31-2400-022-004

#### AND:

Lot 3, Block G, Bayou Grande Villa, according to map or plat thereof as recorded in Plat Book 8, Page 4, Public Records of Escambia County, Florida.

Also known as 8442 San Juan Calzada, Pensacola, FL 32507

A 14  $\times$  65 ft mobile home and all improvements located upon the described real property including but not limited to all furniture, fixtures, equipment and appliances.

Property Appraiser's Parcel Identification Number: 33-2S-31-2400-003-007

#### AND

Lot 19, Block C, Bayou Grande Villa, a subdivision of a portion of Section 4, Township 3 South, Range 31, Escambia County, Florida, according to Plat of said subdivision recorded in Plat Book 8 at Page 4 of the Public Records of Escambia County, Florida.

Also known as 8588 Alvarado Calzada, Pensacola, FL 32507

A 14 x 66 ft. mobile home and all improvements located upon the described real property including but not limited to all furniture, fixtures, equipment and appliances.

Property Appraiser's Parcel Identification Number: 33-2S-31-2400-019-003

#### AND:

Lots 23 and 24, Block A, Bayou Grande Villa, a subdivision of a portion of Section 4, Township 3 South, Range 31 West, Escambia County, Florida, according to plat recorded in Plat Book 8 at Page 4 of the Public records of Escambia County, Florida.

Also known as 2413 San Juan Grande, Pensacola, FL 32507

A 14  $\times$  46 ft. mobile home and all improvements located upon the described real property including but not limited to all furniture, fixtures, equipment and appliances.

Property Appraiser's Parcel Identification Number: 33-2S-31-2400-023-001

#### AND:

Lot 8, Block J, Bayou Grande Villa, a subdivision of a portion of Section 4, Township 2 South, Range 31 West, Escambia County, Florida, according to the plat of said subdivision recorded in Plat Book 8 at Page 4 of the Public records of Escambia County, Florida.

Also known as 2468 Granada Camino, Pensacola, FL 32507

A 1972 DERE Mobile Home ID#G3368 and all improvements located upon the described real property including but not limited to all furniture, fixtures, equipment and appliances.

Property Appraiser's Parcel Identification Number: 33-2S-31-2400-008-010

BK: 7483 PG: 1561 Last Page

#### **EXHIBIT "A" (Continued)**

#### AND:

Lot 3, Block A, Bayou Grande Villa, according to the plat thereof as recorded in Plat Book 8, at Page 4, of the Public Records of Escambia County, Florida.

Also known as 8514 San Juan Calzada, Pensacola, FL 32507

A 1981 12 x 56 ft. Char HS SS#C0SGART011438 mobile home and all improvements located upon the described real property including but not limited to all furniture, fixtures, equipment and appliances.

Property Appraiser's Parcel Identification Number: 33-2S-31-2400-003-001

Recorded in Public Records 02/26/2016 at 03:12 PM OR Book 7483 Page 1562, Instrument #2016013997, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording \$52.50

Prepared By: Sally B. Fox, of Emmanuel, Sheppard & Condon 30 S. Spring Street Pensacola, FL 32502 File No.: 09841-135480

#### **ASSIGNMENT OF RENTS AND LEASES**

THIS ASSIGNMENT OF RENTS AND LEASES, made this 24th day of February, 2016, by and between **VENTURE FIDELIS**, **LLC**, a Florida limited liability company, (hereinafter "Assignor"), and **JEROME MERRITT**, **JR**., (hereinafter "Assignee").

#### WITNESSETH:

WHEREAS, Assignee has agreed to make a loan to Assignor in the sum of One Hundred Forty-Five Thousand and no/100 (\$145,000.00) Dollars, secured by a Note and Mortgage on the land and improvements, now owned or acquired later, located on the following described property located in Escambia County, Florida, to-wit:

See Exhibit "A" for legal description.

WHEREAS, as further security therefore and to induce the Assignee to make such loan, Assignor has agreed to collaterally assign all rents and leases now existing or hereafter arising from the leasing or renting of the above described property.

NOW, THEREFORE, in consideration of the premises and mutual agreements herein contained and other good and valuable considerations, Assignor hereby collaterally sells, assigns, transfers and sets over unto Assignee all of its right, title, and interest, claim or demand, hereafter become due under and by virtue of any lease, whether written or verbal, or any letting of or any agreement for the use or occupancy of any part of the above described property, which heretofore may have or hereafter may be made or agreed to between Assignor, or any other owner of the above described property and any tenant or occupant of all or any part of the above described property, so long as the mortgage loan above described and the indebtedness included therein and any other charges or other costs due or owing thereunder and secured thereby remain unpaid.

IT IS FURTHER AGREED by and between the parties hereto as follows:

- 1. Assignor hereby appoints Assignee as its true and lawful attorney in the name and stead of Assignor to collect all of said rents and leases, and to take such action or measures as in the discretion of Assignee may be deemed proper or necessary to enforce the payment or the security of all of such rents and leases, hereby granting to Assignee the full right and authority to fill any and all vacancies, and to rent, let or lease the same or any part thereof to any party or parties, in the Assignee's sole discretion, and to give all notices which may be or be or become necessary and do any and all other things which the Assignor may do as landlord or lessor as fully and effectively as Assignor.
- 2. Assignee shall not be liable for any failure on its part to make any collections, or do any other things which it is by the terms hereof authorized to do, and furthermore it shall not be liable to any tenant or purchaser of the above described property as a result of or an account of this assignment of rents and leases.

1

- Assignee may determine to the payment of the operating expenses of the property, including management costs (including reasonable compensation to Assignee), premiums on fire, tornado, windstorm, extended coverage, liability and flood insurance, and insurance against such other hazards as Assignee may deem necessary; to the payment of services and expenses incurred in connection with the rental of the above described property; to the payment of all interest and principal due on the above mentioned mortgage loan; to the payment of all assessments, taxes, liens, and other charges which affect the security of the above described mortgage; to the payment of any costs and expenses incurred by the Assignee in and about this assignment of rents and leases, including reasonable attorney's fees in connection with this assignment; to the payment of any improvements necessarily made in and about the above described property, and all expenses and costs of repair as Assignee may deem necessary; and to the payment of the principal on the mortgage indebtedness due and owing under the above mortgage.
- 4. This assignment of rents and leases is given as additional security for the payment of the above described mortgage and note secured hereby, and shall not be construed as impairing and affecting the validity of either of such instruments or any of the terms and provisions thereof; and this assignment of rents and leases shall in no way operate to prevent the owner and holder of the note or the mortgage from pursuing any remedy which such owner and holder might now or hereafter have because of any present or future breach of any of the terms thereof; and the acceptance of rent by the Assignee hereunder shall be without prejudice to Assignee's right to foreclose the above described mortgage or pursue any other remedy granted under the above described mortgage or the laws of the State of Florida.
- 5. Assignor represents and warrants that it has not sold or assigned the leases and rents due or to become due from the above described property to any other person, and that it will not, during the life of the above described mortgage, assign or pay over such leases and rentals to any other person, persons, corporation or corporations.
- 6. This assignment shall remain in full force and effect and be binding upon the heirs, executors, administrators, successors, and assigns of Assignor until the indebtedness secured by the above described mortgage shall be fully paid and satisfied of record, and until all expenses incurred by Assignee pursuant hereto have been fully paid, or until such time as this assignment of rents and leases shall be validly released by Assignee.
- 7. Anything herein contained to the contrary notwithstanding, this assignment of rents and leases shall become operative only in the event of a default in the payment of the principal or interest payable under the terms of the above described note or any extensions or renewals thereof, or in the event of default in the performance of any of the covenants and conditions contained in the above described promissory note and mortgage.
- 8. Any and all tenants of the Assignors under any and all agreements which are presently in existence or may be hereafter entered into are hereby authorized and directed to pay to the Assignee, or its duly authorized representative, on written demand therefor, all amounts due or to become due for rent; provided, however, that so long as there shall be no default in the terms and conditions of the above described mortgage, the Assignors may continue to manage said premises and collect all income arising therefrom.

IN WITNESS WHEREOF, the Assignor has hereunto set its hand and seal the day and year first above written.

Witnesses:

Print Name:

nt Name:

<u> Ulu</u>

Venture Fidelis, LLC,

a Florida limited liability company

By:

Its: Manager

By: / and

Its: Manager

STATE OF FLORIDA COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 4 day of February, 2016, by Larry Griffin, as Manager of Venture Fidelis, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or who produced 4 Drivers Cicense as identification.



NANCY B. GOODWIN Notary Public, State of Florida My Comm. Expires Jan. 29, 2018 Commission No. FF 72947

Notary Public

[NOTARY SEAL]

STATE OF FLORIDA COUNTY OF ESCAMBIA

START OF THE

NANCY B. GOODWIN Notary Public, State of Florida Vy Comm. Expires Jan. 29, 2018 Commission No. FF 72947

Notary Public

[NOTARY SEAL]

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A 1979 CHAL 14 x 61 ft. mobile home Title#17062845, ID#5935 and all improvements located upon the described real property including but not limited to all furniture, fixtures, equipment and appliances.

Property Appraiser's Parcel Identification Number: 33-2S-31-2400-016-003

#### AND:

Lot 1, Block A, Bayou Grande Villa, according to the map or plat thereof as recorded in Plat Book 8 at Page 4 of the Public Records of Escambia County, Florida.

Also known as 2315 San Marcus Camino, Pensacola, FL 32507

A 12  $\times$  56 ft. mobile home and all improvements located upon the described real property including but not limited to all furniture, fixtures, equipment and appliances.

Property Appraiser's Parcel Identification Number: 332S-31-2400-001-001

#### AND:

Lot 18, Block C, Bayou Grande Villa, being a portion of Section 4, Township 3 South, Range 31 West, Escambia County, Florida, according to Plat recorded in Plat Book 8 at Page 4 of the Public Records of Escambia County, Florida.

Also known as 8590 Alvarado Calzada, Pensacola, FL 32507

A 12 x 44 and 10 x 41 ft. double-wide mobile home and all improvements located upon the described real property including but not limited to all furniture, fixtures, equipment and appliances.

Property Appraiser's Parcel Identification Number: 33-2S-31-2400-018-003

#### AND:

Lots 22 and 23, Block C, Bayou Grande Villa, according to the map or plat thereof as recorded in Plat Book 8 at Page 4 of the Public Records of Escambia County, Florida.

Also known as 8582 Alvarado Calzada, Pensacola, FL 32507

#### **EXHIBIT "A" (Continued)**

A 24  $\times$  49 ft. double wide mobile home and all improvements located upon the described real property including but not limited to all furniture, fixtures, equipment and appliances.

Property Appraiser's Parcel Identification Number: 33-2S-31-2400-022-003

#### AND:

Lot 22, Block D, Bayou Grande Villa, according to the map or plat thereof as recorded in Plat Book 8 at Page 4 of the Public Records of Escambia County, Florida.

Also known as 8502 Matador Camino, Pensacola, FL 32507

A 12 x 55 ft. mobile home and all improvements located upon the described real property including but not limited to all furniture, fixtures, equipment and appliances.

Property Appraiser's Parcel Identification Number: 33-2S-31-2400-022-004

#### AND:

Lot 3, Block G, Bayou Grande Villa, according to map or plat thereof as recorded in Plat Book 8, Page 4, Public Records of Escambia County, Florida.

Also known as 8442 San Juan Calzada, Pensacola, FL 32507

A 14  $\times$  65 ft mobile home and all improvements located upon the described real property including but not limited to all furniture, fixtures, equipment and appliances.

Property Appraiser's Parcel Identification Number: 33-2S-31-2400-003-007

#### AND:

Lot 19, Block C, Bayou Grande Villa, a subdivision of a portion of Section 4, Township 3 South, Range 31, Escambia County, Florida, according to Plat of said subdivision recorded in Plat Book 8 at Page 4 of the Public Records of Escambia County, Florida.

Also known as 8588 Alvarado Calzada, Pensacola, FL 32507

A 14 x 66 ft. mobile home and all improvements located upon the described real property including but not limited to all furniture, fixtures, equipment and appliances.

Property Appraiser's Parcel Identification Number: 33-2S-31-2400-019-003

BK: 7483 PG: 1567 Last Page

#### **EXHIBIT "A" (Continued)**

#### AND:

Lots 23 and 24, Block A, Bayou Grande Villa, a subdivision of a portion of Section 4, Township 3 South, Range 31 West, Escambia County, Florida, according to plat recorded in Plat Book 8 at Page 4 of the Public records of Escambia County, Florida.

Also known as 2413 San Juan Grande, Pensacola, FL 32507

A 14 x 46 ft. mobile home and all improvements located upon the described real property including but not limited to all furniture, fixtures, equipment and appliances.

Property Appraiser's Parcel Identification Number: 33-2S-31-2400-023-001

#### AND:

Lot 8, Block J, Bayou Grande Villa, a subdivision of a portion of Section 4, Township 2 South, Range 31 West, Escambia County, Florida, according to the plat of said subdivision recorded in Plat Book 8 at Page 4 of the Public records of Escambia County, Florida.

Also known as 2468 Granada Camino, Pensacola, FL 32507

A 1972 DERE Mobile Home ID#G3368 and all improvements located upon the described real property including but not limited to all furniture, fixtures, equipment and appliances.

Property Appraiser's Parcel Identification Number: 33-2S-31-2400-008-010

#### AND:

Lot 3, Block A, Bayou Grande Villa, according to the plat thereof as recorded in Plat Book 8, at Page 4, of the Public Records of Escambia County, Florida.

Also known as 8514 San Juan Calzada, Pensacola, FL 32507

A 1981 12 x 56 ft. Char HS SS#C0SGART011438 mobile home and all improvements located upon the described real property including but not limited to all furniture, fixtures, equipment and appliances.

Property Appraiser's Parcel Identification Number: 33-2S-31-2400-003-001

Recorded in Public Records 10/25/2019 3:18 PM OR Book 8188 Page 1230, Instrument #2019094275, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording \$27.00

Recorded in Public Records 10/25/2019 2:51 PM OR Book 8188 Page 1172, Instrument #2019094248, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording \$27.00

# THE OFFICE OF ENVIRONMENTAL ENFORCEMENT SPECIAL MAGISTRATE IN AND FOR THE COUNTY OF ESCAMBIA, STATE OF FLORIDA

PETITIONER
ESCAMBIA COUNTY FLORIDA,

CASE NO:

CASE NO: CE19073438N LOCATION: 8588 ALVARADO

VS.

R#: CALZADA 332S312400019003

VENTURE FIDELIS, LLC 4465 ARBOUR DR POWDER SPRINGS, GA 30127

RESPONDENT(S)

#### **ORDER**

This CAUSE having come before the Office of Environmental Enforcement Special Magistrate on the Petition of the Environmental Enforcement Officer for alleged violation of the ordinances of the County of Escambia, State of Florida, and the Special Magistrate having considered the evidence before him in the form of testimony by the Enforcement Officer and the Respondent or representative, thereof, as well as evidence submitted and after consideration of the appropriate sections of the Escambia County Code of Ordinances, the Special Magistrate finds that a violation of the following Code of Ordinance(s) has occurred and continues.

Sec. 42-196(a) Nuisance - (A) Nuisance

Sec. 42-196(b) Nuisance - (B) Trash and Debris

Unsafe Structures - 30-203 (N) Siding

Unsafe Structures - 30-203 (R) Unsafe stair/porch

Unsafe Structures - 30-203 (S) Missing protective railing

Unsafe Structures - 30-203 (U) Broken/cracked

5/22/25, 1:48 PM

BK: 8188 PG: 1231

BK: 8188 PG: 1173

THEREFORE, The Special Magistrate being otherwise fully advised in the premises; it is hereby **ORDERED** that the **RESPONDENT(S)** shall have until 12/21/2019

to correct the violation and to bring the violation into compliance.

Corrective action Shall include:

Complete removal of all contributing nuisance conditions; trash, rubbish, overgrowth and legally dispose of. maintain clean conditions to avoid a repeat violation.

Obtain building permit and restore structure to current building codes or, obtain demolition permit and remove the structure(s), legally disposing of all debris.

If you fail to fully correct the violation within the time required, you will be assessed a fine of \$25.00 per day, commencing 12/22/2019. This daily fine shall continue until this violation is abated and the violation brought into compliance or until as otherwise provided by law. YOU ARE REQUIRED, immediately upon your full correction of this violation(s), to contact the Escambia County Environmental Enforcement Office in writing to request that they immediately inspect the property to make an official determination of whether the violation has been abated and brought into compliance. If the violation is not abated within the specified time period, then the County may elect to take whatever measures are necessary to abate the violation for you. These measures could include, but are not limited to, DEMOLISHING YOUR STRUCTURE(S), LEGALLY DISPOSING OF ALL CONTRIBUTING CONDITIONS, AND OWING OF DESCRIBED VEHICLE(S). The reasonable cost of such will be assessed against you and will constitute a lien on the property. Pursuant to Escambia County Resolution R2017-132, costs int the amount of \$235.00 are awarded in favor of Escambia County as the prevailing party against RESPONDENT(S).

This fine shall be forwarded to the Board of County Commissioners. Under the

BK: 8188 PG: 1232 Last Page

BK: 8188 PG: 1174 Last Page

authority of sec. 162.09 (1), Fla. Stat., and Sec. 30-34(d) of the Code of Ordinances, the Board of County Commissioners will certify to the Special Magistrate all costs imposed pursuant to this order. All Monies owing hereunder shall constitute a lien on ALL YOUR REAL AND PERSONAL PROPERTY including any property involved herein, which lien can be enforced by foreclosure and as provided by law.

You have the right to appeal orders of the Special Magistrate to the Circuit Court of Escambia County. If you wish to appeal, you must give notice of such in writing to both the Environmental Enforcement Division at 3363 W Park Place, Pensacola, Florida 32505 and the Escambia County Circuit Court at the M.C. Blanchard Judicial Building, 190 Governmental Center, Pensacola, Florida 32501, no later than 30 days from the date of this order. Failure to timely file a Written Notice of Appeal will waive your rights to appeal.

Jurisdiction is retained to enter such further orders as may be appropriate and necessary.

DONE AND ORDERED at Escambia County, Florida on the 22nd day of

October, 2019.

John B. Trawick Special Magistrate Office of Environmental Enforcement

> CERTIFIED TO BE A TRUE COPY OF THE ORIGINAL ON FILE IN THIS OFFICE WITNESS MY HAND AND OFFICIAL SEAL PAM CHILDERS

CLERK OF THE CIRCUIT COURT & COMPTROLLER

AMBIA COUNTY, FLORIDA

DATE: 10/25/2019

Recorded in Public Records 1/2/2020 8:39 AM OR Book 8224 Page 1756, Instrument #2020000032, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording \$27.00

Recorded in Public Records 1/2/2020 8:31 AM OR Book 8224 Page 1745, Instrument #2020000029, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording \$27.00

# THE OFFICE OF ENVIRONMENTAL ENFORCEMENT SPECIAL MAGISTRATE IN AND FOR THE COUNTY OF ESCAMBIA, STATE OF FLORIDA

PETITIONER

ESCAMBIA COUNTY FLORIDA,

VS.

CASE NO: CE19073438N LOCATION: 8588 ALVARADO PR#: CALZADA

3325312400019003

VENTURE FIDELIS, LLC 4465 ARBOUR DR POWDER SPRINGS, GA 30127

RESPONDENT(S)

#### AMENDED ORDER

This CAUSE having come before the Office of Environmental Enforcement Special Magistrate on the Petition of the Environmental Enforcement Officer for alleged violation of the ordinances of the County of Escambia, State of Florida, and the Special Magistrate having considered the evidence before him in the form of testimony by the Enforcement Officer and the Respondent or representative, thereof, Jamaro Killer, as well as evidence submitted and after consideration of the appropriate sections of the Escambia County Code of Ordinances, the Special Magistrate finds that a violation of the following Code of Ordinance(s) has occurred and continues:

Sec. 42-196(a) Nuisance - (A) Nuisance

Sec. 42-196(b) Nuisance - (B) Trash and Debris

Unsafe Structures - 30-203 (N) Siding

Unsafe Structures - 30-203 (R) Unsafe stair/porch

Unsafe Structures - 30-203 (S) Missing protective railing

Unsafe Structures - 30-203 (U) Broken/cracked

5/22/25, 1:48 PM

BK: 8224 PG: 1757

BK: 8224 PG: 1746

THEREFORE, The Special Magistrate being otherwise fully advised in the premises; it is hereby **ORDERED** that the **RESPONDENT(S)** shall have until **2/4/2020** to correct the violation and to bring the violation into compliance.

Corrective action shall include:

Complete removal of all contributing nulsance conditions; trash, rubbish, overgrowth and legally dispose of maintain clean conditions to avoid a repeat violation.

Obtain building permit and restore structure to current building codes or, obtain demolition permit and remove the structure(s), legally disposing of all debris.

If you fail to fully correct the violation within the time required, you will be assessed a fine of \$25.00 per day, commencing 2/5/2020. This daily fine shall continue until this violation is abated and the violation brought into compliance or until as otherwise provided by law. YOU ARE REQUIRED, immediately upon your full correction of this violation(s), to contact the Escambia County Environmental Enforcement Office in writing to request that they immediately inspect the property to make an official determination of whether the violation has been abated and brought into compliance. If the violation is not abated within the specified time period, then the County may elect to take whatever measures are necessary to abate the violation for you. These measures could include, but are not limited to, DEMOLISHING YOUR STRUCTURE(S), LEGALLY DISPOSING OF ALL CONTRIBUTING CONDITIONS, AND OWING OF DESCRIBED VEHICLE(S). The reasonable cost of such will be assessed against you and will constitute a lien on the property. Pursuant to Escambia County Resolution R2017-132, costs int the amount of \$235.00 are awarded in favor of Escambia County as the prevailing party against RESPONDENT(S).

This fine shall be forwarded to the Board of County Commissioners. Under the

5/22/25, 1:48 PM

BK: 8224 PG: 1758 Last Page

BK: 8224 PG: 1747 Last Page

authority of sec. 162.09, Fla. Stat., and Sec. 30-35 of the Code of Ordinances, the Board of County Commissioners will certify to the Special Magistrate all costs imposed pursuant to this order. All fees, fines and costs owing hereunder shall constitute a lien on **ALL YOUR REAL AND PERSONAL PROPERTY** including any property involved herein, which lien can be enforced by foreclosure and as provided by law.

You have the right to appeal orders of the Special Magistrate to the Circuit Court of Escambia County. If you wish to appeal, you must give notice of such in writing to both the Environmental Enforcement Division at 3363 W Park Place, Pensacola, Florida 32505 and the Escambia County Circuit Court at the M.C. Blanchard Judicial Building, 190 Governmental Center, Pensacola, Florida 32501, no later than 30 days from the date of this order. Failure to timely file a Written Notice of Appeal will waive your rights to appeal.

Jurisdiction is retained to enter such further orders as may be appropriate and necessary.

DONE AND ORDERED at Escambia County, Florida on the 22nd day of

December. 2019.

John B. Trawick Special Magistrate Office of Environmental Enforcement

CERTIFIED TO BE A TRUE COPY OF THE ORIGINAL ON FILE IN THIS OFFICE WITNESS MY HAND AND OFFICIAL SEAL PAM CHILDERS

CLERK OF THE CIRCUIT COURT & COMPTROLLER

BY: CHUTNEL COOK IY, FLORID

Recorded in Public Records 6/10/2020 8:25 AM OR Book 8309 Page 1992, Instrument #2020046182, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording \$10.00

Recorded in Public Records 6/8/2020 3:12 PM OR Book 8308 Page 1846, Instrument #2020045720, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording \$10.00

## THE OFFICE OF ENVIRONMENTAL ENFORCEMENT SPECIAL MAGISTRATE IN AND FOR ESCAMBIA COUNTY, FLORIDA

ESCAMBIA COUNTY, FLORIDA

VS.

VENTURE FIDELIS, LLC 4465 ARBOUR DR POWDER SPRINGS, GA 30127 Case No: CE19073438N

Location: 8588 ALVARADO CALZADA

PR #: 332S312400019003

#### **Cost Order**

THIS CAUSE was brought before the Office of the Environmental Enforcement Special Magistrate on Petitioner's Certification of Costs, pursuant to the Special Magistrate's Order and the Special Magistrate having found the Respondent in violation of Escambia County Code of Ordinances.

Escambia County has confirmed that the property has been brought into compliance per the Special Magistrate Order. THEREFORE, the Special Magistrate being otherwise fully advised of the premises; it is hereby ORDERED, pursuant to Section 30-35 of the Escambia County Code of Ordinances, that the following itemized costs shall be added to the fines imposed by the Order of Special Magistrate dated 10/22/2019.

**Itemized Cost** 

Daily fines \$25.00 \$25.00 Per Day From: <u>02/05/2020</u> To: <u>02/06/2020</u> Fines \$0.00

Fines \$0.00

Court Cost \$235.00

County Abatement Fees \$0.00

Administrative Costs \$0.00

Payments \$0.00

Total: \$260.00

DONE AND ORDERED at Escambia County, Florida on

John B. Trawick

Special Magistrate
Office of Environmental Enforcement

CERTIFIED TO BE A TRUE COPY OF THE ORIGINAL ON FILE IN THIS OFFICE WITNESS MY HAND AND OFFICIAL SEAL PAM CHILDERS

CLERK OF THE CIRCUIT COURT & COMPTROLLER

BY: ASCAMBIA COUNTY, FLORIDA

dory.escambiaclerk.com/LandmarkWeb1.4.6.134/Search/DocumentAndInfoByBookPage?Key=Assessor&booktype=OR&booknumber=7483&pagenu...