

UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA  
TAMPA DIVISION

UNITED STATES OF AMERICA,

Plaintiff,

v.

Case No.: 8:19-cv-908-WFJ-AEP

ASSETS IDENTIFIED IN  
PARAGRAPH ONE OF  
VERIFIED COMPLAINT,

Defendant.

VERIFIED CLAIM OF INTEREST IN DEFENDANT REAL PROPERTY

COME NOW, Claimants, Nathan Perry and Heather Perry ("Claimants"), by and through their undersigned counsel, and, pursuant to Rule G(5) of the Supplemental Rules for Admiralty and Maritime Claims and Asset Forfeiture Actions, hereby file their claim of interest in defendant real property identified in the Amended Verified Complaint for Forfeiture *In Rem*, filed by Plaintiff United States of America ("Plaintiff") on April 18, 2019, as follows:

1. On April 18, 2019, Plaintiff filed its Amended Verified Complaint for Forfeiture *In Rem* (the "Complaint"), which seeks forfeiture to Plaintiff of various properties that were allegedly purchased with funds derived from the unlawful activity of Michael DaCorta ("DaCorta").

2. One such property identified in the Complaint was purchased by DaCorta from Claimants and is subject to an unsatisfied mortgage, which property is commonly identified as 6922 LaCantera Circle, Lakewood Ranch, FL 34202 (the "Property"). The Property, which is improved by a single family residence, was purchased by DaCorta from

Claimants in 2018. The Claimants loaned a substantial amount of the purchase price to DaCorta who executed a note, which was secured by a purchase money mortgage in the amount of \$1,500,000.00 on the Property. The mortgage instrument is dated October 1, 2018 and was filed in the public records of Manatee County, Florida at instrument number 201841100370 on October 2, 2018. A copy of the Mortgage is attached hereto as Exhibit "A" (the "Mortgage"). This Mortgage has not been satisfied. The Mortgage secures the principal balance of the loan, interest, and attorney's fees and costs. The Mortgage also secures any additional expenses, such as insurance.

3. DaCorta made only interest payments pursuant to the note, but defaulted on the May and June payments. Therefore, Claimants are owed \$1,500,000.00 in principal, plus accrued interest, attorney's fees and costs.

4. The Mortgage also requires the mortgagor to maintain insurance on the Property's improvements in the amount of the full replacement value of same. Claimants are unaware as to whether DaCorta has maintained insurance on the Property, as required by the Mortgage.

5. The Claimants were unaware of the conduct of DaCorta giving rise to the forfeiture, as outlined in the Complaint. The Claimants were *bona fide* sellers for value of the Property and did not know and were reasonably without cause to believe that the Property was subject to forfeiture. The Claimants are innocent owners and their interest in the Property should not be forfeited, but protected in accordance with 18 U.S.C. § 983(d).

WHEREFORE, the Claimants respectfully request that their interest in the Property not be forfeited to Plaintiff or that the Mortgage on the Property be satisfied prior to forfeiture of the Property, or that the Court grant such other or further relief as it deems equitable in the premises.

**VERIFICATION**

Under penalties of perjury, I declare that I have read the foregoing and that the facts stated in it are true.

06/12/2019 10:23 AM  
EDT

\_\_\_\_\_  
Date

*Heather Perry*  
\_\_\_\_\_  
Heather Perry

Under penalties of perjury, I declare that I have read the foregoing and that the facts stated in it are true.

06/12/2019 9:56 AM EDT

\_\_\_\_\_  
Date

*Nathan Perry*  
\_\_\_\_\_  
Nathan Perry

**CERTIFICATE OF SERVICE**

I hereby certify that on the 12<sup>th</sup> day of June, 2019, the undersigned electronically filed the foregoing document with the Clerk of the Court using CM/ECF. I also certify that the foregoing document is being served this day on all counsel of record identified on the attached Service List in the manner specified, either via transmission of Notices of Electronic Filing generated by CM/ECF or in some other authorized manner for those counsel or parties who are not authorized to receive electronically Notices of Electronic Filing.

LAW FIRM OF JAMES L. ESSENSON



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Attorney for Claimants

**SERVICE LIST**

United States of America v. Assets Identified in Paragraph One of Verified Complaint /  
Case No.: 8:19-cv-908-T-02AEP

**Electronically by CM/ECF System**

**Suzanne C. Nebesky, Esq.**

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**Regular U.S. Mail**

**Patrick G. Bryant**

Esposito Law Group PA

P.O. Box 9266

Bradenton, FL 34206-9266

**COUNSEL FOR DEFENDANT MANATEE COUNTY TAX COLLECTOR**

F:\client list\Perry\Pleadings\Claim.2019.6.11.docx

UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA  
TAMPA DIVISION

UNITED STATES OF AMERICA,

Plaintiff,

v.

Case No.: 8:19-cv-908-WFJ-AEP

ASSETS IDENTIFIED IN  
PARAGRAPH ONE OF  
VERIFIED COMPLAINT,

Defendant.

---

EXHIBIT "A"  
TO VERIFIED CLAIM OF INTEREST IN DEFENDANT REAL PROPERTY  
HEATHER PERRY AND NATHAN PERRY, CLAIMANTS

THIS INSTRUMENT PREPARED BY:

Berlin Patten Ebling, PLLC  
3700 South Tamiami Trail, Suite 200  
Sarasota, FL 34236  
Attn: Jamie Ebling, Esq.

### MORTGAGE

**THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OF THE PRINCIPAL BALANCE DUE UPON MATURITY IS \$875,000.00, TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE.**

This Mortgage is made as of this 1<sup>st</sup> day of October, 2018, by and between **Nathan Perry and Heather Perry ("Lender")**, whose mailing address is 12822 Del Corso Loop, Lakewood Ranch, FL 34211 and **6922 Lacantera Circle, LLC, a Florida limited liability company ("Borrower")** whose mailing address is 6922 Lacantera Circle, Lakewood Ranch, FL 34202.

### WITNESSETH:

WHEREAS, Borrower is indebted to Lender in the principal sum of **\$1,500,000.00** together with interest thereon, as evidenced by that certain Promissory Note of even date herewith, executed by Borrower and delivered to Lender, with a maturity date of September 1, 2022 (the "Note"), which by reference is made a part hereof to the same extent as though set out in full herein.

NOW, THEREFORE, to secure the performance by Borrower of all covenants and conditions in the Note and in this Mortgage and in all other instruments securing the Note, and in order to charge the properties, interest and rights hereinafter described with such payment and performance and to secure additional advances, renewals and extensions thereof and for and in consideration of the sum of Ten and no/100 Dollars (\$10.00), Borrower does hereby mortgage, sell, pledge and assign to Lender the following described real property (the "Mortgaged Property"):

### THE MORTGAGED PROPERTY

All of the land in the county of Manatee, State of Florida described on **Exhibit "A"** attached hereto and made a part hereof, together with all the improvements now or hereafter erected on the Mortgaged Property, and all easements, appurtenances, and fixtures now or hereafter a part of the Mortgaged Property. All replacements and additions shall also be covered by this Mortgage.

PROVIDED ALWAYS, that if Borrower shall pay to Lender the Note at the times and in the manner stipulated therein, and in all other instruments securing the Note, including renewals, extension or modification thereof, and in this Mortgage and in all other instruments securing the Note, to be kept, performed or observed by Borrower, then this Mortgage shall cease and be void, but shall otherwise remain in full force and effect.

Borrower covenants and agrees with Lender as follows:

1. Compliance with Note and Mortgage; Warranty of Title. Borrower shall comply with all provisions of the Note, this Mortgage and of every other instrument securing the Note, and will promptly pay to Lender the principal with interest thereon and all other sums required to be paid by Borrower under the Note and pursuant to the provisions of this Mortgage and of every other instrument securing the Note. Borrower is indefeasibly seized of the Mortgaged Property in fee simple and Borrower has lawful authority to convey, mortgage and encumber the same as provided by this Mortgage, and does hereby so warrant.

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Exhibit "A"

2. Payment of Taxes and Liens. Borrower shall pay all the taxes, assessments, levies, liabilities, obligations and encumbrances of every nature now on the Mortgaged Property or that hereafter may be imposed, levied or assessed upon this Mortgage or the Mortgaged Property or upon the indebtedness secured hereby. All such payments to be made when due and payable according to law before they become delinquent and before any interest attaches or any penalty is incurred.

3. Insurance. Borrower shall keep the Mortgaged Property and the improvements now existing or hereafter erected on the Mortgaged Property insured against loss by fire, flood, if the Mortgaged Property is located in a flood zone, other hazards and contingencies in the amount of the full replacement value of the Mortgaged Property during the term of this Mortgage. All insurance policies shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Borrower shall pay promptly, when due, any premiums on such insurance. All insurance shall be carried with companies approved by Lender and the policy and renewals thereof shall be held by Lender and have attached thereto loss payable clauses in favor of and in form acceptable to Lender. In the event of loss, Borrower shall give immediate notice by mail to Lender, and Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payments for such loss directly to Lender instead of either to Borrower or Borrower and Lender jointly. Insurance proceeds or any part thereof may be applied by Lender at its option, after deducting therefrom all its expenses including attorney's fees and costs, either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. Lender is hereby authorized, at its option, to settle and compromise any claims, awards, damages, rights of action and proceeds, and any other payment or relief under any insurance policy. In the event of foreclosure of this Mortgage or other transfer of title to the Mortgaged Property in extinguishment of the indebtedness secured hereby, all right, title, and interest of Borrower in and to any insurance policies then in force shall pass to the purchaser or grantee.

4. Condemnation. If the Mortgaged Property or any part thereof shall be damaged or taken through condemnation (which term when used herein shall include any damage or taking by any governmental authority or any other authority authorized by the laws of the State of Florida or the United States of America to so damage or take, and any transfer by private sale in lieu thereof), either temporarily or permanently, the entire indebtedness and other sums secured hereby shall, at the option of Lender, become immediately due and payable. Lender shall be entitled to all compensation awards, damages, claims, rights of action and proceeds of, or on account of any damage or taking through condemnation and is hereby authorized, at its option, to commence, appear in and prosecute, in its own or Borrower's name, any action or proceeding relating to any condemnation, and to settle and compromise any claim in connection therewith. All such compensation awards, damages, claims, rights of action and proceeds, and any other payments or relief, and the right thereto, are hereby assigned by Borrower to Lender and Lender after deducting therefrom all its expenses including attorney's fees and costs, may release any monies so received by it without affecting the lien of this Mortgage or may apply the same, in such manner as Lender shall determine, to the reduction of the sums secured hereby and to any prepayment charge provided in the Note, this Mortgage or any other instrument securing the Note. Any balance of such monies then remaining shall be paid to Borrower. Borrower agrees to execute such further assignments of any compensation, awards, damages, claims, rights of action and proceeds as Lender may require.

5. Care of Mortgaged Property. Borrower shall not permit, commit, or suffer any waste, impairment or deterioration of the Mortgaged Property or any part thereof, and shall keep the same and improvements thereon in good condition and repair. Borrower shall make any changes to the Mortgaged Property required to bring it into compliance with any governmental regulations including, but not limited to the Americans with Disabilities Act. Lender may, at Lender's discretion, have the Mortgaged Property inspected at any time. Borrower will not use, generate, manufacture, produce, store, release, discharge or dispose of on, under or about the Mortgaged Property or transport from the Mortgaged Property any Hazardous Substance (as defined in any law, rule or regulation addressing same) or allow any other person or entity to do so. Borrower shall protect, indemnify and hold harmless Lender from and against any and all loss, damage, cost, expense or liability (including attorney's fees and costs) directly or indirectly arising out of or attributable to the use, generation, manufacture, production, storage, release, threatened release, discharge, disposal or presence of a Hazardous Substance on, under or about the Mortgaged Property including without limitation (i) all

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foreseeable consequential damages; and (ii) the costs of any required or necessary repair, cleanup or detoxification of the Mortgaged Property and the preparation and implementation of any closure, remedial or other required plans. This indemnity shall survive the extinguishment of the lien of this Mortgage by foreclosure or action in lieu thereof.

6. Lender's Right to Make Certain Payments. In the event Borrower fails to pay or discharge the taxes, assessments, levies, liabilities, obligations and encumbrances, or fails to keep the Mortgaged Property insured or to deliver the policies, premiums paid, as herein agreed, Lender may at its option pay or discharge the taxes, assessments, levies, liabilities, obligations and encumbrances or any part thereof, may procure and pay for such insurance. The full amount of each and every such payment shall be immediately due and payable and shall bear interest from the date thereof until paid at the Default Interest Rate, as defined in the Note, and together with such interest, shall be secured by the lien of this Mortgage. Nothing herein contained shall be construed as requiring Lender to advance or expend monies for any of the purposes mentioned in this paragraph.

7. Payment of Expenses. Borrower shall pay all the costs, charges and expenses, including reasonable attorney's fees, disbursements and cost of abstracts of title, incurred or paid at any time by Lender due to the failure on the part of Borrower promptly and fully to perform, comply with and abide by each and every stipulation, agreement, condition and covenant of the Note and this Mortgage. Such costs, charges and expenses, shall be immediately due and payable, whether or not there be notice, demand, attempt to collect or suit pending. The full amount of each and any such payment shall bear interest from the date thereof until paid at the Default Interest Rate, as defined in the Note. All such costs, charges and expenses so incurred or paid, together with such interest, shall be secured by the lien of this Mortgage and any other instrument securing the Note.

8. Event of Default. Any one of the following shall constitute an event of default:

(a) Failure by Borrower to pay as and when due and payable, any installments of principal or interest due under the Note, or any other sums to be paid by Borrower hereunder or under any other instrument securing the Note, after any applicable grace period(s).

(b) Failure by Borrower to duly keep, perform and observe any other covenant, condition or agreement in the Note, this Mortgage, any other instrument securing the Note or any other instrument collateral to the Note or executed in connection with the sums secured hereby after all applicable grace period(s).

9. Acceleration. If an event of default shall have occurred, Lender may declare the outstanding principal amount of the Note and the interest accrued thereon, and all other sums secured hereby, to be due and payable immediately. Upon such declaration such principal and interest and other sums shall immediately be due and payable without demand or notice.

10. Remedies after Default. Upon an event of default, Lender may proceed by suit or suits at law or in equity or by any other appropriate proceeding or remedy to: (a) enforce payment of the Note or the performance of any term hereof or any other rights; (b) foreclose this Mortgage and to sell, as an entirety or in separate lots or parcels, the Mortgaged Property under the judgment or decree of a court or courts of competent jurisdiction; (c) collect, allocate and use without court direction, all rents, issues, profits, revenue, income and other benefits from the Mortgaged Property without the necessity of appointing a receiver to do so; (d) appoint, without notice to Borrower, a receiver to enter upon and take possession of the Mortgaged Property and to collect all rents, issues, profits, revenue, income, and other benefits thereof and apply the same as a court may direct and such receiver shall have all rights and powers permitted under law, and Borrower does hereby consent to such appointment; and (e) pursue any other remedy available to it including, but not limited to taking possession of the Mortgaged Property without notice or hearing to Borrower. Lender shall take action either by such proceedings or by the exercise of its power with respect to entry or taking possession, or both, as Lender may determine.

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11. No Waiver. No delay or omission of Lender or of any holder of the Note to exercise any right, power or remedy accruing upon any event of default shall exhaust or impair any such right, power or remedy or shall be construed to waive any event of default or to constitute acquiescence therein.

12. Non-Exclusive Remedies. No right, power or remedy conferred upon or reserved to Lender by the Note, this Mortgage or any other instrument securing the Note is exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or under the Note, or now or hereafter existing at law, in equity or by statute.

13. Successors and Assigns Bound. Whenever one of parties hereto is named or referred to herein, the heirs, successors and assigns of such party shall be included and all covenants and agreements contained in this Mortgage, by or on behalf of Borrower or Lender, shall bind and inure to the benefit of their respective heirs, successors and assigns, whether or not so expressed.

14. Miscellaneous. In the event that any of the covenants, agreements, terms or provisions contained in the Note, this Mortgage or any other instrument securing the Note shall be invalid, illegal or unenforceable in any respect, the validity of the remaining covenants, agreements, terms or provisions contained herein and in the Note and any other instrument securing the Note shall be in no way affected, prejudiced or disturbed thereby.

15. Attorney's Fees. The term "attorney's fees" as used in this Mortgage includes any and all legal fees of whatever nature including, but not limited to, paralegal' fees, legal assistants' fees and all fees resulting from any appeal of an interlocutory order or final judgment or any other appellate proceeding arising out of any litigation, including any fees incurred relative to the issues of entitlement to and amount of attorney's fees.

16. Obligation of Borrower. Borrower shall pay the cost of releasing or satisfying this Mortgage of record, as well any documentary stamp tax and/or intangible tax due herein or in connection with the Note.

17. Conditions of Transfer. It is understood and agreed by Borrower that as part of the inducement to Lender to make the loan evidenced by the Note, Lender has considered and relied on the credit worthiness and reliability of Borrower. Lender will not allow the assumption of this Mortgage and its underlying Note to a Purchaser. If any person should obtain an interest in all or any part of the Mortgaged Property pursuant to the execution or enforcement of any lien, security interest or other right, whether superior, equal or subordinate to this Mortgage or the lien hereof, such event shall be deemed to be a transfer by Borrower and an event of default hereunder.

18. Assignment of Rents. Should Borrower lease any part of the Mortgage Property, Borrower shall promptly provide a copy of the lease agreement to Lender. Borrower hereby assigns to Lender the rents, issues and profits of the Mortgaged Property as further security for the payment of the indebtedness secured hereby and Borrower grants to Lender the right to enter the premises, or any part thereof, for the purpose of collecting the same, and to apply said rents, issues and profits, after payment of all necessary charges and expenses, on account of said indebtedness; that this assignment and grant shall continue in effect until the indebtedness secured by this Mortgage is paid, but Lender hereby waives the right to enter the premises for the purpose of collecting said rents, issues and profits, and Borrower shall be entitled to collect and receive said rents, issues and profits, until the occurrence of a default by Borrower under the terms and provisions hereof or of the Note.

This Mortgage has been executed the date set forth above.

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**EXHIBIT "A"**

**LOT 5, LAKEWOOD RANCH COUNTRY CLUB VILLAGE, SUBPHASE MM, A/K/A LACANTERA, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 48, PAGES 146 THROUGH 164, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA.**

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**THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OF THE PRINCIPAL BALANCE DUE UPON MATURITY IS \$875,000.00, TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE.**

**"Borrower"**

**6922 LACANTERA CIRCLE, LLC, A FLORIDA LIMITED LIABILITY COMPANY**

**By: Oasis Management, LLC, a Wyoming Limited Liability Company**

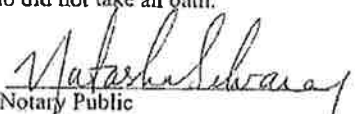
**Its: Member**

By:   
Michael DaCorta  
Its: Member

STATE OF FLORIDA  
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of October, 2018, by Michael DaCorta, as Member of Oasis Management, LLC, a Wyoming limited liability company, as Member of 6922 Lacantera Circle, LLC, a Florida limited liability company, who is personally known to me or who has produced FL DL as identification and who did not take an oath.



  
Notary Public  
Print Name  
My Commission Expires:

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