

**APPLICATION FOR TAX DEED**  
Section 197.502, Florida Statutes

512  
R. 12/16

Application Number: 2300278

To: Tax Collector of ESCAMBIA COUNTY, Florida

I,  
ATCF II FLORIDA-A, LLC  
PO BOX 69239  
BALTIMORE, MD 21264-9239,

hold the listed tax certificate and hereby surrender the same to the Tax Collector and make tax deed application thereon:

Account Number	Certificate No.	Date	Legal Description
03-5000-610	2021/1276	06-01-2021	LT 34 BLK C INVERNESS PB 12 P 67 OR 7237 P 1112 OR 7604 P 1920 SHEET F

I agree to:

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

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

Electronic signature on file  
ATCF II FLORIDA-A, LLC  
PO BOX 69239  
BALTIMORE, MD 21264-9239

04-26-2023  
Application Date

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

<b>Part 5: Clerk of Court Certified Amounts (Lines 8-14)</b>	
8. Processing tax deed fee	
9. Certified or registered mail charge	
10. Clerk of Court advertising, notice for newspaper, and electronic auction fees	
11. Recording fee for certificate of notice	
12. Sheriff's fees	
13. Interest (see Clerk of Court Instructions, page 2)	
14. <b>Total Paid (Lines 8-13)</b>	
15. Plus one-half of the assessed value of homestead property, if applicable under s. 197.502(6)(c), F.S.	159,956.00
16. Statutory opening bid (total of Lines 7, 14, 15, and 16 if applicable)	
Sign here: _____ Date of sale <u>02/07/2024</u>	
Signature, Clerk of Court or Designee	

**INSTRUCTIONS**

**Tax Collector (complete Parts 1-4)**

**Part 2: Certificates Owned by Applicant and Filed with Tax Deed Application**

Enter the Face Amount of Certificate in Column 3 and the Interest in Column 4 for each certificate number. Add Columns 3 and 4 and enter the amount in Column 5.

**Part 3: Other Certificates Redeemed by Applicant (Other than County)**

**Total.** Add the amounts in Columns 3, 4 and 5

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

**Line 1,** enter the total of Part 2 plus the total of Part 3 above.

**Total Paid, Line 7:** Add the amounts of Lines 1-6

**Line 6, Interest accrued by tax collector.** Calculate the 1.5 percent interest accrued from the month after the date of application through the month this form is certified to the clerk. Enter the amount to be certified to the clerk on **Line 6**. The interest calculated by the tax collector stops before the interest calculated by the clerk begins. See Section 197.542, F.S., and Rule 12D-13.060(3), Florida Administrative Code.

The tax collector's interest for redemption at the time of the tax deed application is a cost of redemption, which encompasses various percentages of interest on certificates and omitted or delinquent taxes under Section 197.502, F.S. This interest is calculated before the tax collector calculates the interest in Section 197.542, F.S.

Attach certified statement of names and addresses of persons who must be notified before the sale of the property. Send this form and any required attachments to the Clerk of Court within 10 days after it is signed.

**Clerk of Court (complete Part 5)**

**Line 13: Interest** is calculated at the rate of 1.5 percent per month starting from the first day of the month after the month of certification of this form through the last day of the month in which the sale will be held. Multiply the calculated rate by the total of **Line 7**, minus **Line 6**, plus **Lines 8 through 12**. Enter the amount on **Line 13**.

**Line 14:** Enter the total of Lines 8-13. Complete Lines 15-18, if applicable.



# 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

0224-14

## Part 1: Tax Deed Application Information

Applicant Name Applicant Address	ATCF II FLORIDA-A, LLC PO BOX 69239 BALTIMORE, MD 21264-9239	Application date	Apr 26, 2023
Property description	BROOKS ROBERT TYLER 2351 INVERNESS DR PENSACOLA, FL 32503 2351 INVERNESS DR 03-5000-610 LT 34 BLK C INVERNESS PB 12 P 67 OR 7237 P 1112 OR 7604 P 1920 SHEET F	Certificate #	2021 / 1276
		Date certificate issued	06/01/2021

## Part 2: Certificates Owned by Applicant and Filed with Tax Deed Application

Column 1 Certificate Number	Column 2 Date of Certificate Sale	Column 3 Face Amount of Certificate	Column 4 Interest	Column 5: Total (Column 3 + Column 4)
# 2021/1276	06/01/2021	5,115.85	255.79	5,371.64
<b>→ Part 2: Total*</b>				<b>5,371.64</b>

## Part 3: Other Certificates Redeemed by Applicant (Other than County)

Column 1 Certificate Number	Column 2 Date of Other Certificate Sale	Column 3 Face Amount of Other Certificate	Column 4 Tax Collector's Fee	Column 5 Interest	Total (Column 3 + Column 4 + Column 5)
# 2022/1408	06/01/2022	5,258.72	6.25	262.94	5,527.91
<b>Part 3: Total*</b>					<b>5,527.91</b>

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

1. Cost of all certificates in applicant's possession and other certificates redeemed by applicant (*Total of Parts 2 + 3 above)	10,899.55
2. Delinquent taxes paid by the applicant	0.00
3. Current taxes paid by the applicant	0.00
4. Property information report fee	200.00
5. Tax deed application fee	175.00
6. Interest accrued by tax collector under s.197.542, F.S. (see Tax Collector Instructions, page 2)	0.00
7. <b>Total Paid (Lines 1-6)</b>	<b>11,274.55</b>

I certify the above information is true and the tax certificates, interest, property information report fee, and tax collector's fees have been paid, and that the property information statement is attached.

Sign here: Jennifer N. Cassidy Escambia, Florida  
 Signature, Tax Collector or Designee Date May 31st, 2023

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

+ \$6.25



# Chris Jones Escambia County Property Appraiser

[Real Estate Search](#)

[Tangible Property Search](#)

[Sale List](#)

← Nav. Mode  Account  Parcel ID →

[Printer Friendly Version](#)

<p><b>General Information</b></p> <p><b>Parcel ID:</b> 331S309100034003  <b>Account:</b> 035000610  <b>Owners:</b> BROOKS ROBERT TYLER  <b>Mail:</b> 2351 INVERNESS DR  PENSACOLA, FL 32503  <b>Situs:</b> 2351 INVERNESS DR 32503  <b>Use Code:</b> SINGLE FAMILY RESID   <b>Taxing Authority:</b> PENSACOLA CITY LIMITS  <b>Tax Inquiry:</b> <a href="#">Open Tax Inquiry Window</a>  Tax Inquiry link courtesy of Scott Lunsford  Escambia County Tax Collector</p>	<p><b>Assessments</b></p> <table border="1"> <thead> <tr> <th>Year</th> <th>Land</th> <th>Imprv</th> <th>Total</th> <th>Cap Val</th> </tr> </thead> <tbody> <tr> <td>2022</td> <td>\$85,500</td> <td>\$348,983</td> <td>\$434,483</td> <td>\$319,912</td> </tr> <tr> <td>2021</td> <td>\$85,500</td> <td>\$278,281</td> <td>\$363,781</td> <td>\$310,595</td> </tr> <tr> <td>2020</td> <td>\$85,500</td> <td>\$250,066</td> <td>\$335,566</td> <td>\$306,307</td> </tr> </tbody> </table> <p style="text-align: center;"><b>Disclaimer</b></p> <p style="text-align: center;"><b>Tax Estimator</b></p> <p style="text-align: center;"><b><a href="#">File for New Homestead Exemption Online</a></b></p>	Year	Land	Imprv	Total	Cap Val	2022	\$85,500	\$348,983	\$434,483	\$319,912	2021	\$85,500	\$278,281	\$363,781	\$310,595	2020	\$85,500	\$250,066	\$335,566	\$306,307
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<p><b>Sales Data</b></p> <table border="1"> <thead> <tr> <th>Sale Date</th> <th>Book</th> <th>Page</th> <th>Value</th> <th>Type</th> <th>Official Records (New Window)</th> </tr> </thead> <tbody> <tr> <td>10/12/2016</td> <td>7604</td> <td>1920</td> <td>\$100</td> <td>QC</td> <td></td> </tr> <tr> <td>10/01/2014</td> <td>7237</td> <td>1112</td> <td>\$335,000</td> <td>WD</td> <td></td> </tr> <tr> <td>07/20/2011</td> <td>6743</td> <td>631</td> <td>\$100</td> <td>OT</td> <td></td> </tr> <tr> <td>04/1998</td> <td>4246</td> <td>201</td> <td>\$226,000</td> <td>WD</td> <td></td> </tr> <tr> <td>12/1985</td> <td>2151</td> <td>716</td> <td>\$121,500</td> <td>WD</td> <td></td> </tr> <tr> <td>02/1985</td> <td>2029</td> <td>36</td> <td>\$22,500</td> <td>WD</td> <td></td> </tr> <tr> <td>01/1985</td> <td>2015</td> <td>430</td> <td>\$1,653,000</td> <td>WD</td> <td></td> </tr> </tbody> </table> <p>Official Records inquiry courtesy of Pam Childers  Escambia County Clerk of the Circuit Court and  Comptroller</p>	Sale Date	Book	Page	Value	Type	Official Records (New Window)	10/12/2016	7604	1920	\$100	QC		10/01/2014	7237	1112	\$335,000	WD		07/20/2011	6743	631	\$100	OT		04/1998	4246	201	\$226,000	WD		12/1985	2151	716	\$121,500	WD		02/1985	2029	36	\$22,500	WD		01/1985	2015	430	\$1,653,000	WD		<p><b>2022 Certified Roll Exemptions</b></p> <p>HOMESTEAD EXEMPTION</p> <hr/> <p><b>Legal Description</b></p> <p>LT 34 BLK C INVERNESS PB 12 P 67 OR 7237 P 1112 OR 7604  P 1920 SHEET F</p> <hr/> <p><b>Extra Features</b></p> <p>POOL</p>
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[Parcel Information](#) [Launch Interactive Map](#)

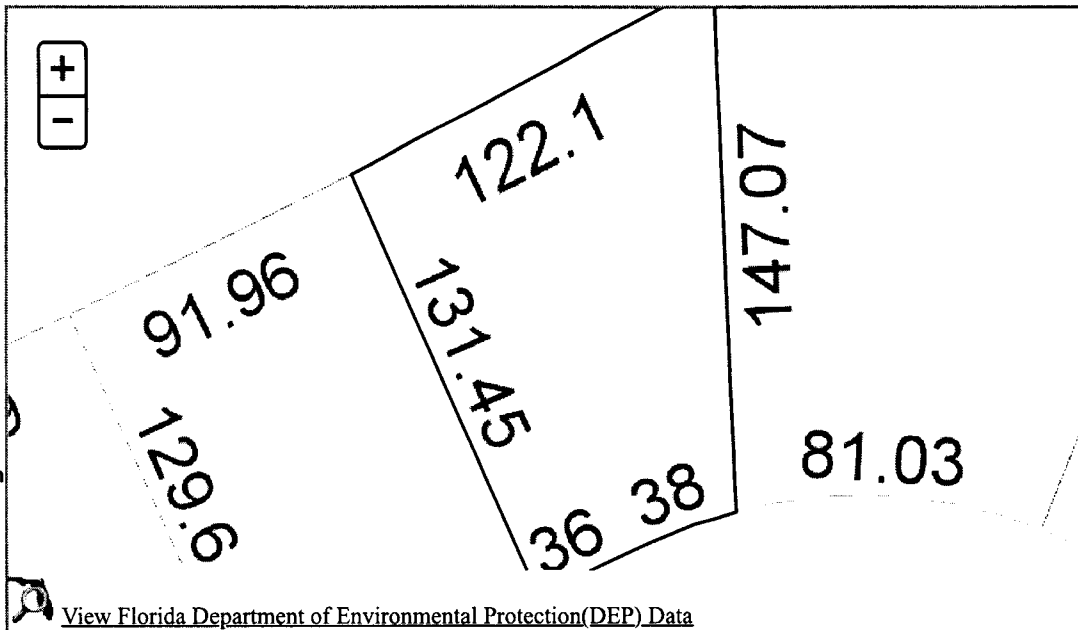
Section  
Map Id:  
33-15-30-7



Approx.  
Acreage:  
0.2765

Zoned:  
R-1AAAA  
R-1AAAA

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



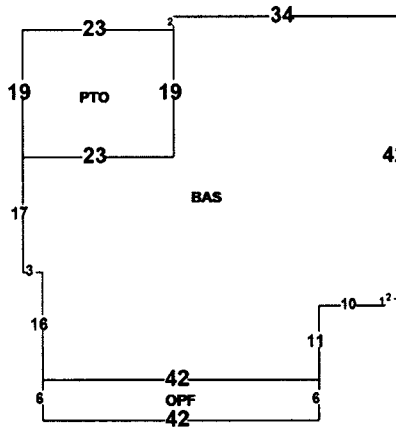
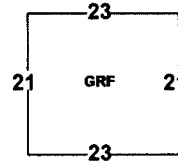
[View Florida Department of Environmental Protection\(DEP\) Data](#)

### Buildings

Address: 2351 INVERNESS DR, Year Built: 1985, Effective Year: 1985, PA Building ID#: 63531

#### Structural Elements

- DECOR/MILLWORK-ABOVE AVERAGE
- DWELLING UNITS-1
- EXTERIOR WALL-BRICK-FACE/VENEER
- FLOOR COVER-CARPET
- FOUNDATION-SLAB ON GRADE
- HEAT/AIR-CENTRAL H/AC
- INTERIOR WALL-DRYWALL-PLASTER
- NO. PLUMBING FIXTURES-13
- NO. STORIES-2
- ROOF COVER-DIMEN/ARCH SHNG
- ROOF FRAMING-GABLE-HI PITCH
- STORY HEIGHT-0
- STRUCTURAL FRAME-WOOD FRAME



Areas - 4257 Total SF

- BASE AREA - 2413
- GARAGE FIN - 483
- OPEN PORCH FIN - 252
- PATIO - 437
- UPPER STORY FIN - 672

### Images



6/18/2015 12:00:00 AM

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

## NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That **ATCF II FLORIDA-A LLC** holder of **Tax Certificate No. 01276**, issued the **1st** day of **June, A.D., 2021** has filed same in my office and has made application for a tax deed to be issued thereon. Said certificate embraces the following described property in the County of Escambia, State of Florida, to wit:

**LT 34 BLK C INVERNESS PB 12 P 67 OR 7237 P 1112 OR 7604 P 1920 SHEET F**

**SECTION 33, TOWNSHIP 1 S, RANGE 30 W**

**TAX ACCOUNT NUMBER 035000610 (0224-14)**

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

**ROBERT TYLER BROOKS**

Unless said certificate shall be redeemed according to law, the property described therein will be sold to the highest bidder at public auction at 9:00 A.M. on the **first** Wednesday in the month of February, which is the **7th** day of **February 2024**.

Dated this 2nd day of June 2023.

In accordance with the AMERICANS WITH DISABILITIES ACT, if you are a person with a disability who needs special accommodation in order to participate in this proceeding you are entitled to the provision of certain assistance. Please contact Emily Hogg not later than seven days prior to the proceeding at Escambia County Government Complex, 221 Palafox Place Ste 110, Pensacola FL 32502. Telephone: 850-595-3793.



PAM CHILDERS  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY, FLORIDA

By:  
Emily Hogg  
Deputy Clerk

Pam Childers  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY FLORIDA  
INST# 2023048206 6/14/2023 4:10 PM  
OFF REC BK: 8994 PG: 660 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 8990, Page 739, of Escambia County, for the tax certificate, tax deed, and property described below:

Tax Certificate No. Certificate No. 01276, issued the 1st day of June, A.D., 2021

TAX ACCOUNT NUMBER: 035000610 (0224-14)

DESCRIPTION OF PROPERTY:

LT 34 BLK C INVERNESS PB 12 P 67 OR 7237 P 1112 OR 7604 P 1920 SHEET F

SECTION 33, TOWNSHIP 1 S, RANGE 30 W

NAME IN WHICH ASSESSED: ROBERT TYLER BROOKS

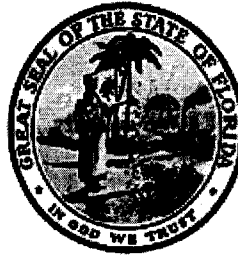
Dated this 14th day of June 2023.



PAM CHILDERS  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY, FLORIDA

By:  
Emily Hogg  
Deputy Clerk

**PAM CHILDERS**  
CLERK OF THE CIRCUIT COURT  
ARCHIVES AND RECORDS  
CHILDSUPPORT  
CIRCUIT CIVIL  
CIRCUIT CRIMINAL  
COUNTY CIVIL  
COUNTY CRIMINAL  
DOMESTIC RELATIONS  
FAMILY LAW  
JURY ASSEMBLY  
JUVENILE  
MENTAL HEALTH  
MIS  
OPERATIONAL SERVICES  
PROBATE  
TRAFFIC



**COUNTY OF ESCAMBIA  
OFFICE OF THE  
CLERK OF THE CIRCUIT COURT**

**BRANCH OFFICES  
ARCHIVES AND RECORDS  
JUVENILE DIVISION  
CENTURY**

CLERK TO THE BOARD OF  
COUNTY COMMISSIONERS  
OFFICIAL RECORDS  
COUNTY TREASURY  
AUDITOR


**PAM CHILDERS, CLERK OF THE CIRCUIT COURT  
Tax Certificate Redeemed From Sale  
Account: 035000610 Certificate Number: 001276 of 2021**

**Payor: ROBERT BROOKS 2351 INVERNESS DR PENSACOLA, FL 32503      Date 6/14/2023**

Clerk's Check #	5508313757	Clerk's Total	\$524.40
Tax Collector Check #	1	Tax Collector's Total	\$12,971.98
		Postage	\$60.00
		Researcher Copies	\$0.00
		Recording	\$10.00
		Prep Fee	\$7.00
		Total Received	<del>\$13,573.38</del>

*Redeemed \$11,785.72*

**PAM CHILDERS  
Clerk of the Circuit Court**

Received By:   
Deputy Clerk

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





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

THE ATTACHED REPORT IS ISSUED TO:

SCOTT LUNSFORD, ESCAMBIA COUNTY TAX COLLECTOR

TAX ACCOUNT #: 03-5000-610 CERTIFICATE #: 2021-1276

THIS REPORT IS NOT TITLE INSURANCE. THE LIABILITY FOR ERRORS OR OMISSIONS IN THIS REPORT IS LIMITED TO THE PERSON(S) EXPRESSLY IDENTIFIED BY NAME IN THE PROPERTY INFORMATION REPORT AS THE RECIPIENT(S) OF THE PROPERTY INFORMATION REPORT.

The attached Report prepared in accordance with the instructions given by the user named above includes a listing of the owner(s) of record of the land described herein together with current and delinquent ad valorem tax information and a listing and copies of all open or unsatisfied leases, mortgages, judgments and encumbrances recorded in the Official Record Books of Escambia County, Florida that appear to encumber the title to said land as listed on page 2 herein. It is the responsibility of the party named above to verify receipt of each document listed. If a copy of any document listed is not received, the office issuing this Report must be contacted immediately.

**This Report is subject to:** Current year taxes; taxes and assessments due now or in subsequent years; oil, gas, and mineral or any subsurface rights of any kind or nature; easements, restrictions and covenants of record; encroachments, overlaps, boundary line disputes, and any other matters that would be disclosed by an accurate survey and inspection of the premises.

This Report does not insure or guarantee the validity or sufficiency of any document attached, nor is it to be considered a title insurance policy, an opinion of title, a guarantee of title, or as any other form of guarantee or warranty of title.

Use of the term "Report" herein refers to the Property Information Report and the documents attached hereto.

Period Searched: November 10, 2003 to and including November 10, 2023 Abstractor: Alicia Hahn

BY

Michael A. Campbell,  
As President  
Dated: November 20, 2023

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

November 20, 2023

Tax Account #: **03-5000-610**

1. The Grantee(s) of the last deed(s) of record is/are: **ROBERT TYLER BROOKS**  
**By Virtue of Quit Claim Deed recorded 10/12/2016 in OR 7604/1920**
  
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 Richard A Brooks recorded 10/3/2014 OR 7237/1114 and Modification recorded 6/6/2018 OR 7912/1520**
  
4. Taxes:  
  
**Taxes for the year(s) NONE are delinquent.**  
**Tax Account #: 03-5000-610**  
**Assessed Value: \$329,509.00**  
**Exemptions: HOMESTEAD**
  
5. We find the following HOA names in our search (if a condominium, the condo docs book and page are included for your review): **INVERNESS HOMEOWNERS ASSOCIATION OF PENSACOLA, 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 title search or shown above. These special assessments typically create a lien on real property. The entity that governs subject property must be contacted to verify payment status.



**PROPERTY INFORMATION REPORT**

**November 20, 2023**

**Tax Account #:03-5000-610**

**LEGAL DESCRIPTION  
EXHIBIT "A"**

**LT 34 BLK C INVERNESS PB 12 P 67 OR 7237 P 1112 OR 7604 P 1920 SHEET F**

**SECTION 33, TOWNSHIP 1 S, RANGE 30 W**

**TAX ACCOUNT NUMBER 03-5000-610(0224-14)**

This instrument prepared by:  
Craig A. Vigodsky  
16 W. LaRua Street  
Pensacola, FL 32501

**QUIT-CLAIM DEED**

**This Quit-Claim Deed**, Executed this 12<sup>th</sup> day of October, 2016, by Robert Tyler Brooks, a single man, and Wendy E. Brooks a single woman, first party to Robert Tyler Brooks, a single man, whose post office address is 2351 Inverness Drive, Pensacola, FL 32503, second party:

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

**Witnesseth**, That the said first party for and in consideration of the sum of \$10.00 & OVG, in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Escambia, State of Florida, to wit:

Lot 34, Block C, Inverness, a subdivision of a portion of Section 2, Township 2 South, Range 29 West, Escambia County, Florida, according to the plat thereof, recorded in Plat Book 12, Page(s) 67, 67-A and 67-B, of the Public Records of said County.

Property Reference Number: 331S-309100034003

THIS INSTRUMENT WAS PREPARED WITHOUT BENEFIT OF TITLE  
EXAMINATION OR TITLE INSURANCE FROM A LEGAL DESCRIPTION  
PROVIDED BY THE GRANTOR.

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

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

Signed, sealed and delivered  
in the presence of:

Tabitha Ola  
PRINTED NAME: Tabitha Ola

Robert Tyler Brooks L.S.  
ROBERT TYLER BROOKS

Monica Simpson  
PRINTED NAME: Monica Simpson

Wendy E. Brooks L.S.  
WENDY E. BROOKS

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid in the County aforesaid to take acknowledgments, personally appeared Robert Tyler Brooks to me personally known to be the person described in or who produced personally known as identification and who executed the foregoing instrument and who acknowledged before me that he executed the same.

Witness my hand and official seal in the County and State last aforesaid this 12<sup>th</sup> day of October, 2016.

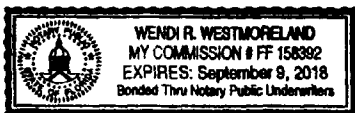


Sharon C. Tarter  
NOTARY PUBLIC

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid in the County aforesaid to take acknowledgments, personally appeared Wendy E. Brooks to me personally known to be the person described in or who produced \_\_\_\_\_ as identification and who executed the foregoing instrument and who acknowledged before me that he executed the same.

Witness my hand and official seal in the County and State last aforesaid this 12<sup>th</sup> day of October, 2016.



Wendi R. Westmoreland  
NOTARY PUBLIC

Recorded in Public Records 10/03/2014 at 03:12 PM OR Book 7237 Page 1114,  
Instrument #2014073095, Pam Childers Clerk of the Circuit Court Escambia  
County, FL Recording \$52.50 MTG Stamps \$1172.50 Int. Tax \$670.00

Prepared by & Return to:  
Jan Gaston, Employee of  
Clear Title of Northwest Florida, LLC  
4636 Summerdale Blvd.  
Pace, FL 32571  
File No.: PACE-14-8802

### REAL ESTATE MORTGAGE AND SECURITY AGREEMENT

**THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS \$335,000.00 TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE.**

Mortgagor: Robert T Brooks and Wendy Brooks  
Mortgagee: Richard A Brooks

THIS MORTGAGE IS TO BE FILED IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY AND SHALL CONSTITUTE A FIXTURE FILING IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 679 OF THE FLORIDA STATUTES.

Known All Men By These Presents: That whereas **Robert T Brooks and Wendy Brooks, husband and wife** (whether one or more, hereinafter called the "Borrower"), have become justly indebted to **Richard A. Brooks**, whose address is **2127 Lake Heather Way, Birmingham, AL 35242** (together with its successors and assigns, hereinafter called "Mortgagee"), in the sum of **Three Hundred Thirty-Five Thousand and NO/100 Dollars (\$335,000.00)** together with interest thereon, as evidenced by a promissory note or notes of even date herewith. (If the maturity date of the note or notes is 20 years or longer, indicate the latest maturity date here: (\_\_\_\_N/A\_\_\_\_)).

This conveyance is intended to be and is a real property Mortgage and a "Security Agreement" governed by the laws of the State of Florida concerning mortgages and the Uniform Commercial Code as adopted in Florida, and is intended to secure the payment of the following (the "Secured Indebtedness"):

A. The existing indebtedness represented by that certain promissory note of even date herewith for the sum of **Three Hundred Thirty-Five Thousand and NO/100 Dollars (\$335,000.00)** made by Mortgagor payable to the order of Mortgagee (the "Note") with interest from date until paid at the rate therein specified, the said principal and interest payable in the manner and upon the terms, provisions and conditions set forth in the Note, together with any and all renewals, extensions, modifications, consolidations and extensions thereof;

B. Such future or additional advances as may be made by Mortgagee at the option of Mortgagee to the Mortgagor; provided that, notwithstanding the foregoing, the total of all amounts secured hereby shall not exceed at any one time the sum of **Three Hundred Thirty-Five Thousand and NO/100 Dollars (\$335,000.00)**; and provided further, that all such advances, notes, claims, demands or liabilities and obligations secured hereby by incurred or arise or come into existence either on or prior to the date of this Mortgage, or on or before twenty (20) years after the date of this Mortgage or within such lesser period of time as may hereafter be provided by law as a prerequisite for the sufficiency of actual notice or record notice of such advances, notes, claims, demands or liabilities and obligations as against the rights of creditors or subsequent purchasers for a valuable consideration. The Mortgagor hereby waives, on behalf of himself/herself and his/her successors and assigns, the right to file for record a notice limiting the maximum principal amount which may be secured by this Mortgage as provided for in Florida Statute 697.04(1)(b).

NOW, THEREFORE, in consideration of the premises, and in order to secure the payment of said indebtedness and any renewals or extensions thereof and the interest thereon, and all other indebtedness (including future advances) now or hereafter owed by any of the above-named Borrowers to Mortgagee, whether such indebtedness is primary or secondary, direct or indirect, contingent or absolute, matured or unmatured, joint or several, and otherwise secured or not, and

to secure compliance with all the covenants and stipulations hereinafter contained, the undersigned **Robert T Brooks and Wendy Brooks** (whether one or more, hereinafter called "Mortgagor") does hereby assign, grant, bargain, sell and convey unto Mortgagee the following described real property situated in **Escambia County, State of Florida, viz:**

**Lot 34, Block C, Inverness, a subdivision of a portion of Section 2, Township 2 South, Range 29 West, Escambia County, Florida, according to the plat thereof, recorded in Plat Book 12, Page(s) 67, 67-A and 67-B, of the Public Records of said County.**

together with all rents and other revenues thereof and all rights (including riparian rights), privileges, easements, tenements, interests, improvements and appurtenances thereunto belonging or in anywise appertaining, including any after-acquired title and easements and all rights, title and interest now or hereafter owned by Mortgagor in and to all buildings and improvements, storm and screen windows and doors, gas, steam, electric, solar and other heating, lighting, ventilating, air-conditioning, refrigerating and cooking apparatus, elevators, plumbing, sprinkling, smoke, fire, and intrusion detection devices, and other equipment and fixtures now or hereafter attached or appertaining to said premises, all of which shall be deemed to be real property and conveyed by this mortgage, and all of which real property, equipment and fixtures are sometimes hereinafter called the "mortgaged property."

To Have And To Hold the same and every part thereof unto Mortgagee, its successors and assigns forever.

And for the consideration aforesaid, and as additional security for all of the indebtedness described above (including future advances), Mortgagor hereby assigns and transfers to Mortgagee, and grants to Mortgagee a security interest in, all building materials, household appliances, equipment, fixtures and fittings of every kind or character now owned or hereafter acquired by Mortgagor, or any of them, located, whether permanently or temporarily, on the mortgaged property, and all building materials, household appliances, equipment, fixtures and fittings now owned or hereafter acquired by Mortgagor, or any of them, located or stored on any other real property, which are or shall be purchased by Mortgagor, or any of them, for the purpose, or with the intention of making improvements on the mortgaged property or to the premises located on said property. The personal property herein transferred includes without limitation, all lumber, bricks, building stones, building blocks, sand, cement, roofing materials, paint, doors, windows, storm doors, storm windows, nails, wires and wiring, hardware, plumbing and plumbing fixtures, heating and air conditioning equipment and appliances, electrical and gas equipment and appliances, pipes and piping, ornamental and decorative fixtures, and in general all building materials, equipment and appliances of every kind and character used or useful in connection with improvements to real property.

For the purpose of further securing the payment of said indebtedness Mortgagor warrants, covenants and agrees with Mortgagee, its successors and assigns, as follows:

1. That they are lawfully seized in fee and possessed of the mortgaged property and have a good right to convey the same aforesaid, and they will warrant and forever defend the title against the lawful claims of all persons whomsoever, and that the mortgaged property is free and clear of all encumbrances, easements and restrictions not herein specifically mentioned.
2. That they will pay when due all taxes, assessments, or other liens or mortgages taking priority over this mortgage, and should default be made in the payment of the same, or any part thereof, Mortgagee may pay the same (but Mortgagee is not obligated to do so). If the mortgaged property or any part thereof is a unit in a condominium or a planned unit development, Mortgagor shall perform all of Mortgagor's obligations under the declaration or covenants creating or covering the condominium or planned unit development, the bylaws and regulations of the condominium or planned unit development, and constituent documents. Should Mortgagor default in any of such obligations, Mortgagee may perform Mortgagor's obligation (but Mortgagee is not obligated to do so).
3. That they will keep the buildings on the mortgaged property continuously insured in such amounts, in such manner and with such companies as may be satisfactory to Mortgagee against loss by fire (including so-called extended coverage), wind and such other hazards



(including flood and water damage) as Mortgagee may specify from time to time, with loss, if any, payable to Mortgagee under a mortgagee's loss payable clause acceptable to Mortgagee, and will deposit with Mortgagee policies of such insurance or at Mortgagee's election, certificates thereof, and will pay the premiums therefore as the same become due. Mortgagor shall have the right to provide such insurance through a policy or policies independently obtained and paid for by Mortgagor or through an existing policy, Mortgagee may, for reasonable cause, refuse to accept any policy of insurance obtained by Mortgagor. Mortgagor shall give immediate notice in writing to Mortgagee of any loss or damage to the mortgaged property from any cause whatever. If Mortgagor fails to keep said property insured as above specified, Mortgagee may insure said property (but Mortgagee is not obligated to do so) for its insurable value against loss by fire, wind and other hazards for the benefit of Mortgagor and Mortgagee or for the benefit of Mortgagee alone, at Mortgagee's election. The proceeds of such insurance shall be paid by the insurer to Mortgagee, which is hereby granted full power to settle and compromise claims under all policies, to endorse in the name of Mortgagor any check or draft representing the proceeds of any such insurance, and to demand, receive and give receipt for all sums becoming due thereunder. Said insurance proceeds, if collected, may be credited on the indebtedness secured by this mortgage, less cost of collection, or may be used in repairing or reconstructing the premises on the mortgaged property, at Mortgagee's election. Any application of the insurance proceeds to repairing or reconstructing the premises on the mortgaged property shall not extend or postpone the due date of any installment payments of the indebtedness hereby secured or reduce the amount of such installments.

4. That commencing upon written request by Mortgagee and continuing until the indebtedness secured hereby is paid in full, Mortgagor will pay to Mortgagee concurrently with, and on the due dates of, payments on the indebtedness hereby secured a sum equal to the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus water rents, fire district charges, taxes and assessments next due on the mortgaged property (all as estimated by Mortgagee), less any sums already paid to Mortgagee therefore, divided by the number of months or other payment periods to elapse before one month or payment period prior to the date when such ground rents, premiums, water rents, fire district charges, taxes and assessments will become due, such sums to be held by Mortgagee in trust, to pay said ground rents, premiums, water rents, fire district charges, taxes and assessments. All payments mentioned in the preceding sentence and the payments to be made on the indebtedness secured hereby shall be added together and the aggregate amount thereof shall be paid by Mortgagor each month or other payment periods in a single payment to be applied by Mortgagee to the following items in the order set forth: (a) taxes, water rents, fire district charges, assessments, fire and other hazard insurance premiums; (b) interest on the indebtedness secured hereby; and (c) the balance, if any, shall be applied toward the payment of the principal sum hereby secured. Any deficiency in the amount of such aggregate monthly or other periodic payments shall constitute a default under this mortgage. Any excess funds accumulated under this paragraph after payment of the items herein mentioned shall be credited in calculating the monthly or other periodic payments of the same nature required hereunder in the subsequent year; but if the actual amount of any such item shall exceed the estimate therefore, Mortgagor shall without demand forthwith make good the deficiency. Failure by Mortgagor to do so before the due date of such item shall be a default hereunder. If the mortgaged property is sold under foreclosure or is otherwise acquired by Mortgagee after default, any remaining balance of the accumulations under this paragraph shall be credited to the principal of the secured indebtedness as of the date of the foreclosure sale or as of the date the property is otherwise acquired.

5. That they will take good care of the mortgaged property and the personal property described above and will not commit or permit any waste thereon or thereof or the removal of any oil, gas or mineral therefrom, and that they will keep the same repaired and at all times will maintain the same in at least as good condition as it now is, reasonable wear and tear alone excepted. If Mortgagor fails to make repairs to the mortgaged property, Mortgagee may make such repairs at Mortgagor's expense (but Mortgagee is not obligated to do so). Mortgagee, its agents and employees, may enter the mortgaged property and any improvements thereon at any reasonable time for the purpose of inspecting or repairing such improvements.

6. That all amounts expended by Mortgagee for insurance or for the payment of taxes or assessments or to discharge liens on the mortgaged property or other obligations of Mortgagor or to make repairs to the mortgaged property or any improvements thereon shall become a debt

due Mortgagee, shall be payable at once without demand upon or notice to any person, shall bear interest at the rate of interest payable on the principal sum of the note described above, or if no such rate of interest is specified in the note or if the rate specified would be unlawful, at the maximum rate allowed by law from the date of payment by Mortgagee, and such debt and the interest thereon shall be secured by this mortgage. Upon failure of Mortgagor to reimburse Mortgagee for all amounts so expended, at the election of Mortgagee and with or without notice to any person, Mortgagee may declare the entire indebtedness secured by this mortgage due and payable and may foreclose this Mortgage as hereinafter provided or as provided by law.

7. That no delay or failure of Mortgagee to exercise any option to declare the maturity of any debt secured by this mortgage shall be taken or deemed as a waiver of the right to exercise such option or to declare such forfeiture either as to past or present defaults on the part of Mortgagor, and that the procurement of insurance or payment of taxes or other liens or assessments or obligations by Mortgagee shall not be taken or deemed as a waiver of the right to accelerate the maturity of the indebtedness hereby secured by reason of the failure of Mortgagor to procure such insurance or to pay such taxes, liens, assessments or obligations, it being agreed by Mortgagor that no terms or conditions contained in this Mortgage can be waived, altered or changed except by a writing signed by Mortgagee.

8. That the Mortgagor who is obligated as the Borrower or as guarantor or endorser to pay the indebtedness hereby secured will well and truly pay and discharge such indebtedness as it shall become due and payable, including the Note, any renewals or extensions thereof, and any other notes or obligations of such Mortgagor to Mortgagee, whether now or hereafter incurred.

9. In the event a suit shall be instituted to foreclose this Mortgage, Mortgagee, its successors or assigns, shall be entitled to apply at any time pending such foreclosure suit to the court having jurisdiction thereof for the appointment of a receiver for all and singular the mortgaged property and of all the rents, income, profits, issues and revenues thereof, from whatsoever source derived, with the usual powers and duties of receivers in like cases and such appointment shall be made by such court as a matter of strict right to Mortgagee, its successors or assigns, without reference to the adequacy or inadequacy of the value of the property hereby mortgaged or to the solvency or insolvency of the Mortgagor, Mortgagor's legal representatives, successors or assigns, and that such rents, profits, incomes, issues, and revenues shall be applied by such receiver to the payment of the Secured Indebtedness, costs and charges, according to the order of said court. The Mortgagor hereby specifically waives the right to object to the appointment of a receiver as described herein and hereby expressly consents that such appointment shall be made as an admitted equity and is Mortgagee's absolute right, and that the appointment may be done without notice to the Mortgagor. Mortgagor further consents to the appointment of Mortgagee or any officer or employee of Mortgagee as receiver.

10. That they will not cause or allow possession of the mortgaged property to be in any other person or entity to the exclusion of Mortgagor and will not cause or allow all or any part of the mortgaged property or any interest therein to be sold, assigned, transferred or conveyed by Mortgagor, or any of them, without Mortgagee's prior written consent, excluding only (a) the creation of a lien or encumbrance expressly subordinate to this mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant, or (d) (if the mortgaged property is the Mortgagor's residence) the grant of any leasehold interest of one year or less (including all mandatory or optional renewal periods) not containing an option to purchase. Mortgagee may withhold its consent or may condition its consent to any such transfer of possession of, or an interest in, the mortgaged property upon the transferee's agreeing to pay a greater rate of interest on all or any part of the indebtedness secured by this mortgage, upon Mortgagee's approval of the creditworthiness of the transferee, and upon the transferee's payment to Mortgagee of a reasonable transfer or assumption fee. Upon breach by Mortgagor, or any of them, of the covenants herein contained, Mortgagee may, at its election, accelerate maturity of the indebtedness hereby secured and proceed to foreclose this mortgage as hereinafter provided or as provided by law.

11. That, except as otherwise expressly disclosed to Mortgagee in writing on the date of this mortgage, no Hazardous Substance (as defined below) has been released or disposed of on or under the mortgaged property by Mortgagor or, to the best of Mortgagor's knowledge, by any

third party or any predecessor in interest or title to the mortgaged property; no underground storage tanks, whether in use or not in use, are located on or under any part of the mortgaged property; Mortgagor and the mortgaged property are and will remain in compliance with all applicable local, state and federal environmental laws and regulations; no notice has been received by Mortgagor from any governmental authority or any other person claiming violation of any environmental protection law or regulation or demanding payment, indemnity or contribution for any environmental damage or injury to natural resources, relating in any way to the mortgaged property, and Mortgagor will notify Mortgagee promptly in writing if any such notice is hereafter received; and any Hazardous Substance used or produced in Mortgagor's business will be used, produced, stored and disposed of in strict compliance with all applicable environmental laws and regulations. Mortgagor will notify mortgagee immediately if any Hazardous Substance is released or discovered on or under the mortgaged property, and Mortgagor will take or cause to be taken such remedial action as may be necessary in order to remedy such released or discovered Hazardous Substance and to obtain certificate of remediation or other certificate of compliance from applicable governmental authorities. At Mortgagee's request, Mortgagor will promptly obtain at Mortgagor's expense, and deliver to Mortgagee an environmental inspection report or will update a previous report, in form acceptable to Mortgagee, prepared by a competent environmental professional reasonably satisfactory to Mortgagee. As used herein, the term "Hazardous Substance" includes, without limitation, any hazardous or toxic substance and any substance or material that is regulated or controlled by the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA), the federal Hazardous Materials Transportation Act, the federal Resource Conservation and Recovery Act, the Federal Clean Water Act, the federal Clean Air Act, the federal Toxic Substance Control Act, or any other federal, state or local environmental law, ordinance, or regulation now or hereafter in effect. Mortgagor agrees to indemnify Mortgagee against any and all liability and expense (including attorneys' fees and litigation expenses) incurred by Mortgagee on account of breach by Mortgagor of any representation, warranty or covenant set forth in this paragraph. This agreement to indemnify shall survive payment of the secured indebtedness, satisfaction of this mortgage, and foreclosure of this mortgage.

12. That, if this is a construction mortgage, Mortgagor will perform and comply with, or will cause the Borrower to perform and comply with, the terms of any construction loan agreement made with Mortgagee with regard to any improvements to be made on the mortgaged property.

13. That all the covenants and agreements of Mortgagor herein contained shall extend to and bind their respective heirs, executors, administrators, successors and assigns, and that such covenants and agreements and all options, rights, privileges and powers herein given, granted or secured to Mortgagee shall inure to the benefit of the successors and assigns of Mortgagee.

14. That the provisions of this mortgage and the Note secured hereby are severable, and that the invalidity or unenforceability of any provision of this mortgage or the Note shall not affect the validity and enforceability of the other provisions of this mortgage or of Note. The remedies provided to Mortgagee herein are cumulative with the rights and remedies of Mortgagee at law and in equity, and such rights and remedies may be exercised concurrently or consecutively. A carbon or photostatic copy of this mortgage may be filed as a financing statement in any public office.

If the Borrower pays and discharges all the indebtedness hereby secured (including future advances) as the same becomes due and payable, and if Mortgagor in all things does and performs all acts and agreements by it herein agreed to be done according to the tenor and effect thereof, then and in that event only this conveyance and the security interest herein granted shall be and become null and void, but if default is made in the payment of any indebtedness hereby secured or any renewals or extensions thereof or any part thereof, or if any interest thereon remain unpaid when due, or if default be made in the repayment of any sum expended by Mortgagee under the authority of any provision of this Mortgage, or if the interest of Mortgagee in the mortgaged property or any of the personal property described above become endangered by reason of the enforcement of any lien or encumbrance thereon, or if a petition to condemn any part of the mortgaged property be filed by any authority, person or entity having power of eminent domain, or if any law, either state or federal, be passed imposing or authorizing the imposition of a specific tax upon this mortgage or the indebtedness hereby secured or permitting or authorizing the

deduction of any such tax from the principal or interest secured by this Mortgage or by virtue of which any tax or assessment upon the mortgaged property shall be charged against the owner of this Mortgage, or if at any time any of the covenants contained in this Mortgage or in any note or other evidence of indebtedness secured hereby be declared invalid or unenforceable by any court of competent jurisdiction, or if Mortgagor fails to do and perform any other act or thing herein required or agreed to be done, then in any of said events the whole of the indebtedness hereby secured, or any portion or part thereof which may at said date not have been paid, with interest thereon, shall at once become due and payable and this Mortgage shall be subject to foreclosure at the option of Mortgagee, notice of the exercise of such option being hereby expressly waived by Mortgagor, and Mortgagee shall have the right to enter upon and take possession of the mortgaged property. If an event of default occurs and remains uncured, then in either or any such event, the aggregate sum or sums secured hereby then remaining unpaid, with interest accrued at that time, and all moneys secured hereby, shall become due and payable forthwith, or thereafter, at the option of Mortgagee, or its assigns, as fully and completely as if all of the said sums of money were originally stipulated to be paid on such date, anything in the Note or any instrument or instruments or in this Mortgage to the contrary notwithstanding; and thereupon, or thereafter, at the option of Mortgagee, or its assigns, without notice or demand, suit at law or in equity may be prosecuted as if all moneys secured hereby had matured prior to its institution. The Mortgagee, or its assigns, may do either or both of the following as to the amount so declared due and payable: (i) bring an action to enforce payment of the amount so declared due and payable, with or without bringing an action to foreclose this Mortgage; and/or (ii) foreclose this mortgage as to the amount so declared due and payable, and the mortgaged property, or any part or parts thereof, in one or more sales as determined by Mortgagee, shall be sold to satisfy and pay the same with costs, expenses and allowances. In addition, Mortgagee shall also be entitled to take such action and avail itself of such remedies as may be available under the Uniform Commercial Code in effect in the State of Florida. In any action brought to enforce this Mortgage, the prevailing party shall be entitled to its reasonable attorney fees at trial and/or appeal.

(Mark if Applicable) This is a construction mortgage that secures an obligation incurred for the construction of an improvement on land (and may include the acquisition cost of the land).

In Witness Whereof, each of the undersigned has hereunto set his or her signature and seal, or has caused this instrument to be executed by its officer(s), partner(s), member(s), or agent(s) thereunto duly authorized, this 1<sup>st</sup> day of October, 2014.

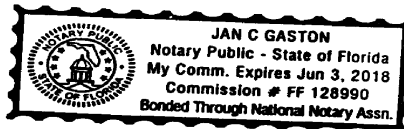
Jan Gaston  
 Witness: Jan Gaston  
Troy Hammock  
 Witness: Troy Hammock

Robert T Brooks (Seal)  
Wendy Brooks (Seal)  
 Wendy Brooks

STATE OF FLORIDA  
 COUNTY OF SANTA ROSA

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of October, 2014, by Robert T Brooks and Wendy Brooks, who produced her driver's license as identification.

Jan C Gaston  
 Notary Public  
 My Commission Expires



Recorded in Public Records 6/6/2018 12:25 PM OR Book 7912 Page 1520,  
Instrument #2018044155, Pam Childers Clerk of the Circuit Court Escambia  
County, FL Recording \$27.00

PACE-14-8802

Prepared by and Return to:

R. Stephen Griffis, PC  
R. Stephen Griffis  
2100 Riverhaven Drive, Suite 1  
Hoover, AL 35244

**RELEASE OF ONE OF THE OBLIGOR'S FROM REAL ESTATE MORTGAGE NOTE  
AND SECURITY AGREEMENT AND RATIFICATION AND REAFFIRMATION BY  
REMAINING OBLIGOR**

**WHEREAS**, Robert T. Brooks and Wendy E. Brooks were married until a Final Judgment of Dissolution of Marriage was issued in the Circuit Court in and for Escambia County, Florida (Family Law Division) and entered on the 24<sup>th</sup> day of June, 2016, and;

**WHEREAS**, as part of said order of Final Judgment of Dissolution of Marriage, the Court provided for a Marital Settlement Agreement which provided, among other things, that Wendy E. Brooks would convey her interest in the parties' residence to Robert T. Brooks and that Robert T. Brooks would indemnify and hold Wendy E. Brooks harmless regarding any indebtedness encumbering the residence with the following legal description:

Lot 34, Block C, Inverness a sub-division of a portion of Section 2, Township 2 South, Range 29 West Escambia County, Florida, according to the Plat in Plat Book 12, Pages 67, 67-A and 67-B of the public records of said County.

**WHEREAS**, Wendy E. Brooks has conveyed her interest to Robert T. Brooks by Quit Claim Deed recorded in in the office of the Clerk of the Circuit Court of Escambia County, Florida INST. #2016078803 in official record Book 7604, Page: 1920-1921, and;

**WHEREAS**, the only indebtedness which is secured by said residence is a Mortgage Note dated October 2, 2014, in favor of Richard A. Brooks in the original principal amount of Three Hundred Thirty-Five Thousand and 00/100 dollars (\$335,000.00) (the "Note") and Richard A. Brooks, as lender pursuant to the Note, is willing to release Wendy E. Brooks from any obligation regarding said Note executed in his favor and as Mortgagee to release Wendy E. Brooks from the REAL ESTATE MORTGAGE AND SECURITY AGREEMENT that is recorded in the office of the Clerk of the Circuit Court of Escambia County, Florida INST. # 2014073095 in official record book: 7237, Page: 1114 -1119, (the "Mortgage"), and;

BK: 7912 PG: 1521

WHEREAS, Robert T. Brooks will remain responsible as obligor on the Note secured by the Mortgage as described herein;

NOW, THEREFORE, Know All Men By These Presents: Richard A. Brooks, as lender pursuant to the Note and mortgagee pursuant to the Mortgage, does hereby release Wendy E. Brooks from the obligation evidenced by the Note and secured by the Mortgage and Robert T. Brooks acknowledges that he shall remain as the sole obligor regarding the Note and, that, except as expressly provided herein, the Mortgage and Note is otherwise hereby ratified and reaffirmed.

At the present time the unpaid principal balance of the Note remains \$335,000.00 and the undersigned, Robert T. Brooks, acknowledges that he shall remain responsible for the principal amount together with all interest and any other obligation provided in the Mortgage and Note.

IN WITNESS WHEREOF, Richard A. Brooks executes this RELEASE OF ONE OF THE OBLIGOR'S FROM REAL ESTATE MORTGAGE NOTE AND SECURITY AGREEMENT AND RATIFICATION AND REAFFIRMATION BY REMAINING OBLIGOR to agree to the terms hereof and evidence the release by him of Wendy E. Brooks from the Mortgage and Note and to confirm that Wendy E. Brooks will no longer be responsible for any obligations provided in the Mortgage or Note.

Executed this 16th day of May, 2017.

Keri Stewart  
Witness

Richard A Brooks (Seal)  
RICHARD A. BROOKS, Lender/Mortgagee

Sabrina McNew  
Witness

STATE OF ALABAMA  
COUNTY OF SHELBY

The foregoing instrument was acknowledged before me this 16th day of May, 2017, by Richard A. Brooks who produced his driver's license as identification.

[Signature]  
Notary Public  
My Commission Expires: 07-12-2020  
KARLA M. SCHWEMER  
NOTARY PUBLIC  
STATE OF ALABAMA  
JULY 12, 2020

IN WITNESS WHEREOF, Robert T. Brooks has hereunto set his signature and seal on this the 24<sup>th</sup> day of May, 2017 to agree to the terms of this RELEASE OF ONE OF THE OBLIGOR'S FROM REAL ESTATE MORTGAGE NOTE AND SECURITY AGREEMENT AND RATIFICATION AND REAFFIRMATION BY REMAINING OBLIGOR acknowledge and agree that he will remain responsible under all of the terms and provisions of the Mortgage and Note as the sole obligor and mortgagor, except to the extent as modified herein, to release Wendy E. Brooks from said obligation. The Mortgage and Note is otherwise hereby ratified and reaffirmed.

Sheryl Kennedy  
Witness

[Signature] (Seal)  
ROBERT T. BROOKS, Obligor/Mortgagor

Mallory McNam  
Witness

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of May, 2017, by Robert T. Brooks who produced his driver's license as identification.

Aubre Price  
Notary Public  
My Commission expires: 03-24-20

