

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

0525-03

Part 1: Tax Deed	Application Infor	mation					
Applicant Name Applicant Address	TLGFY, LLC CAPITAL ONE, N.A OF TLGFY, LLC PO BOX 669139 DALLAS, TX 7526		_ATERAL /	ASSIGNEE	Appli	cation date	Арг 22, 2024
Property description	BROOKS REALTY 6600 ALLISON WA PACE, FL 32571				Certif	icate#	2022 / 194
	2985 LANGLEY AV 01-2330-001 PARCEL A THE GA 6443 P 1857 LESS	NT PB 11			Date	certificate issued	06/01/2022
Part 2: Certificate	es Owned by App	licant and	l Filed wi	ith Tax Deed	Appli	cation	
Column 1 Certificate Numbe	Columi er Date of Certifi	_		olumn 3 unt of Certificate		Column 4 Interest	Column 5: Total (Column 3 + Column 4)
# 2022/194	06/01/2	022		4,601.20		230.06	4,831.26
					•	→Part 2: Total*	4,831.26
Part 3: Other Cei	rtificates Redeem	ed by App	olicant (O	ther than Co	unty)		The state of the s
Column 1 Certificate Number	Column 2 Date of Other Certificate Sale		mn 3 nount of ertificate	Column 4 Tax Collector's f	Fee	Column 5 Interest	Total (Column 3 + Column 4 + Column 5)
# 2023/184	06/01/2023		4,721.27		6.25	281.31	5,008.83
						Part 3: Total*	5,008.83
Part 4: Tax Colle	ector Certified Am	ounts (Li	nes 1-7)			1.27.19	
Cost of all certi	ificates in applicant's	possession	and other			d by applicant f Parts 2 + 3 above)	9,840.09
2. Delinquent tax	es paid by the applica	ant		-			0.00
3. Current taxes p	paid by the applicant						4,601.50
4. Property inform	nation report fee						200.00
5. Tax deed appli	cation fee	. •					175.00
6. Interest accrue	d by tax collector und	der s.197.54	42, F.S. (se	ee Tax Collecto	r Instru	uctions, page 2)	0.00
7.			•			al Paid (Lines 1-6)	14,816.59
	nformation is true and				/ inform	nation report fee, an	d tax collector's fees
						Escambia, Florida	a
Sign here: Signa	ature, Tax Collector or Desi	gnee			D	ate <u>April 24th, 2</u>	024_

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

Par	t 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 05/07/2 Signature, Clerk of Court or Designee	025

INSTRUCTIONS + 6.25

Tax Collector (complete Parts 1-4)

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

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

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

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

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

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

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

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

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

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

Clerk of Court (complete Part 5)

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

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

APPLICATION FOR TAX DEED

512 R. 12/16

Section 197.502, Florida Statutes

Application Number: 2400686

To: Tax Collector of	ESCAMBIA COUNTY	_, Florida	
I,			
TLGFY, LLC CAPITAL ONE, N.A., AS PO BOX 669139 DALLAS, TX 75266-91	•		Collector and make tax deed application thereon
Hold the listed tax certif	icate and hereby sometides the	Same to the Tax	Concetor and make tax acca application thereon
Account Number	Certificate No.	Date	Legal Description
01-2330-001	2022/194	06-01-2022	PARCEL A THE GANT PB 11 P 35 OR 6061 P 956 OR 6443 P 1857 LESS OR 1629 P 158-RD R/W
 redeem all ou pay all deline pay all Tax C Sheriff's cost 	s, if applicable.	iterest covering th	
which are in my posse		alion is based and	an other certificates of the same legal description
Electronic signature of TLGFY, LLC CAPITAL ONE, N.A., TLGFY, LLC PO BOX 669139 DALLAS, TX 75266	AS COLLATERAL ASSIGNEE	E OF	<u>04-22-2024</u> Application Date

Applicant's signature

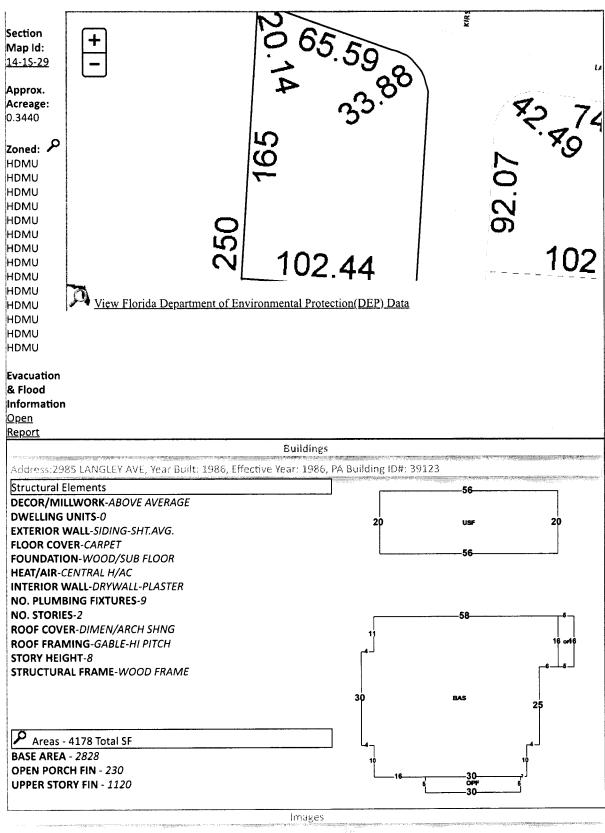
Real Estate Search

Tangible Property Search

Sale List

<u>Back</u>

Nav. Mod	е 🖲 Ассо	unt OParcel ID	•				Printer Fr	iendly Version
General Inform	nation			Assessn	nents			
Parcel ID:	141529	1150001001	municipal Control Street Control Contr	Year	Land	lmprv	Total	<u>Cap Val</u>
Account:	012330	0001		2023	\$64,980	\$256,167	\$321,147	\$321,14
Owners:	BROOK	S REALTY LLC		2022	\$64,980	\$238,314	\$303,294	\$303,29
Mail:		LLISON WAY L 32571		2021	\$64,980	\$220,889	\$285,869	\$285,86
Situs:	2985 L	ANGLEY AVE 3250)4			Disclaime	er	
Use Code:	OFFICE,	, MULTI-STORY 🗸)					
Taxing Authority:		Y MSTU				Tax Estima		
Tax Inquiry:	Open T	ax Inquiry Windo	<u>w</u>		Re	port Storm D	<u>amage</u>	
Sales Data	neme nemeral en	executive of management of the control of the contr		- Control of the Control		ncome & Exp d Income & E emptions	- -	еу
Sale Date B	Sook Page	Value Type	Official Records (New Window)	None	· · · · · · · · · · · · · · · · · · ·		·	
03/13/2009 6	443 1857	\$100 WD			escription	on the state of th		
• •		\$400,000 WD			A THE GANT P R 1629 P 158-R	B 11 P 35 OR 60 D R/W)61 P 956 OR 6	443 P 1857
10/1992 3	327 178	\$85,500 WD	Ē,					
07/1983 1	.785 597	\$26,100 WD	ا و					
03/1982 1	.624 509	\$87,000 WD	Ē,	Extra Fo	eatures			
		ourtesy of Pam (f the Circuit Cou	hilders	ASPHAL	T PAVEMENT	and the second s		AND THE PROPERTY OF THE PROPER
Parcel Informa	ation						Launch In	teractive M





4/11/2023 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.



PROPERTY INFORMATION REPORT

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

THE ATTACHE	D REPORT IS IS	SUED TO:			
SCOTT LUNSFO	ORD, ESCAMBIA	A COUNTY TAX	COLLECTOR		
TAX ACCOUNT	Γ#: 01-2	2330-001	CERTIFICATE #:	2022-1	94
REPORT IS LIM	IITED TO THE P	ERSON(S) EXPR	LIABILITY FOR ERR ESSLY IDENTIFIED E OF THE PROPERTY	Y NAME IN TH	E PROPERTY
listing of the owr tax information a encumbrances re title to said land	ner(s) of record of and a listing and co- corded in the Offic as listed on page 2 sted. If a copy of	the land described opies of all open of cial Record Books herein. It is the r	instructions given by the language herein together with current unsatisfied leases, more of Escambia County, Fresponsibility of the party and is not received, the of	rrent and delinque tgages, judgments lorida that appear named above to	ent ad valorem s and to encumber the verify receipt of
and mineral or ar encroachments, or	ny subsurface right	ts of any kind or n line disputes, and	and assessments due no ature; easements, restric d any other matters that v	tions and covenar	nts of record;
			or sufficiency of any do e, a guarantee of title, or		
Use of the term "	Report" herein ref	fers to the Propert	y Information Report and	d the documents a	attached hereto.
Period Searched: _	January 14, 20	005 to and includ	ing January 14, 2025	_ Abstractor:	Vicki Campbell
BY	Jekl/				
	<i>(</i>				

Michael A. Campbell, As President

Dated: January 15, 2025

PROPERTY INFORMATION REPORT

CONTINUATION PAGE

January 15, 2025

Tax Account #: 01-2330-001

1. The Grantee(s) of the last deed(s) of record is/are: BROOKS REALTY, LLC., A FLORIDA LIMITED LIABILITY COMPANY

By Virtue of Warranty Deed recorded 1/2/2007 in OR 6061/956 and Corrective Warranty Deed recorded 4/2/2009 - OR 6443/1857

- 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 United Bank recorded 5/15/2020 OR 8296/1600 together with Assignment of Rents recorded 5/15/2020 OR 8296/1608
- **4.** Taxes:

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

Tax Account #: 01-2330-001 Assessed Value: \$320,752.00

Exemptions: NONE

5. We find the following HOA names in our search (if a condominium, the condo docs book and page are included for your review): **NONE**

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

Note: Escambia County and/or local municipalities may impose special liens/assessments. These liens/assessments are not discovered in a title search or shown above. These special assessments typically create a lien on real property. The entity that governs subject property must be contacted to verify payment status.

PERDIDO TITLE & ABSTRACT, INC.

PROPERTY INFORMATION REPORT

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

Scott Lunsford Escambia County Tax Collector P.O. Box 1312 Pensacola, FL 32591

CERTIFICATION: TITLE SEARCH FOR TDA

TAX DEED SALE DATE:	MAY 7, 2025
TAX ACCOUNT #:	01-2330-001
CERTIFICATE #:	2022-194
those persons, firms, and/or agencies	Florida Statutes, the following is a list of names and addresses of shaving legal interest in or claim against the above-described sale certificate is being submitted as proper notification of tax deed
	la, P.O. Box 12910, 32521 ity, 190 Governmental Center, 32502 tax year.
GLENN K BROOKS BROOKS REALTY LLC 6600 ALLISON WAY PACE, FL 32571	BROOKS REALTY LLC 2985 LANGLEY AVE PENSACOLA, FL 32504
BROOKS REALTY LLC	UNITED BANK

BROOKS REALTY LLC 2584 MARY FOX DR GULF BREEZE, FL 32563 UNITED BANK 5907 BERRYHILL MEDICAL PARK DR MILTON, FL 32570

Certified and delivered to Escambia County Tax Collector, this 15th day of January, 2025.

PERDIDO TITLE & ABSTRACT, INC.

Malphel

BY: Michael A. Campbell, As It's President

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

PROPERTY INFORMATION REPORT

January 15, 2025 Tax Account #:01-2330-001

LEGAL DESCRIPTION EXHIBIT "A"

PARCEL A THE GANT PB 11 P 35 OR 6061 P 956 OR 6443 P 1857 LESS OR 1629 P 158-RD R/W
SECTION 14, TOWNSHIP 1 S, RANGE 29 W

TAX ACCOUNT NUMBER 01-2330-001 (0525-03)

Recorded in Public Records 01/02/2007 at 03:24 PM OR Book 6061 Page 956, Instrument #2007000348, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording \$10.00 Deed Stamps \$2800.00

Prepared By: James C. Taylor Taylor & Van Matre, P.A. 4300 Bayou Blvd., Suite #16 Pensacola, Florida 32503 File Number: TVM06-25

WARRANTY DEED (INDIVIDUAL)

This WARRANTY DEED, dated December 29, 2006

bу

ALAN G. SIRMANS, a married man

whose post office address is:

4531 BOHEMIA DRIVE, PENSACOLA, FL. 32504

hereinafter called the GRANTOR, to

BROOKS REALTY, LLC., a Florida Limited Liability Company

whose post office address is:

who did not take an oath.

2584 MARY FOX DRIVE, GULF BREEZE, FL. 32563

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, receipt whereof 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, viz:

Parcel "A", Block "A", THE GANT, a Planned Unit Development of a portion of Section 14, Township 1 South, Range 29 West, according to the map or plat thereof, recorded in Plat Book 11, Page(s) 35, of the Public Records of Escambia County, Florida.

The above described property is not the homestead property of the grantor.

Parcel ID Number: 141S29-1150-001-001

SUBJECT TO covenants, conditions, restrictions, reservations, limitations, easements and agreements of record, if any; taxes and assessments for the current year and subsequent years; and to all applicable zoning ordinances and/or restrictions and prohibitions imposed by governmental authorities, if any,

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.

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

Signed, sealed and delivered in our presence: Witness Printed Name	ALAN G. SIRMANS	(Seal)
Sunda M Price Witness Printed Name Luverta M PRICO		(Seal)
State of FLORIDA County of ESCAMBIA THE FOREGOING INSTRUMENT was acknowledged by a married man, who is personally known to me or who has		by: ALAN G. SIRMANS, as identification and

NOTARY PUBLIC

My Commission Expres:

JAMES C. TAYLOR
MY COMMISSION # DD3108
EXPIRES: November 29, 2008
TARY
FI. Notary Discount Assoc. Co.

Recorded in Public Records 04/02/2009 at 10:32 AM OR Book 6443 Page 1857, Instrument #2009021901, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording \$18.50 Deed Stamps \$0.70

Prepared by and return to: Frank C Bozeman, III Bozeman, Jenkins & Matthews, PA 114 E Gregory Street Pensacola, FL 32501

Grantee S.S. No. Parcel Identification No

_[Space Above This Line For Recording Data]_____

Corrective Warranty Deed

(STATUTORY FORM - SECTION 689.02, F.S.)

This Indenture made this day of March, 2009 between Alan G. Sirmans, a married man, post office address is 4531 Bohemia Drive Pensacola, FL 32504, of the County of Escambia, State of Florida, grantor*, and Brooks Realty, LLC, a Florida limited liability company whose post office address is 2584 Mary Fox Drive of the County of Santa Rosa, State of Florida, grantee*,

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Escambia County Florida, to-wit:

Parcel "A", Block A, The Gant, according to the map or plat thereof as recorded in Plat Book 11, Page 35, Public Records of Escambia County, Florida.

Grantor warrants that at the time of this conveyance, the subject property is not the Grantor's homestead within the meaning set forth in the constitution of the state of Florida, nor is it contiguous to or a part of homestead property.

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

* "Grantor" and "Grantee" are used for singular or plural, as context requires.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

This Corrective Warranty Deed is executed and recorded to correct an error in the name of the Grantee set forth by the Warranty Deed dated December 29, 2006 and recorded in Official Records Book 6061, Page 956 of the Public Records Office of Escambia County, Florida.

Signed, sealed and delivered in our presence:	
Witness Name: DONNA SCHUMACHER	Gean C. Suman ALAN G SIRMANS
State of Florida County of Escambia The foregoing instrument was acknowledged before m personally known or A has produced A. D. L.	Such I woods
[Notary Seal] FATH H. WCODS MY COMMISSION # DD 798041 EXPIRES: October 16, 2012 Bonded Thru Notary Public Underwriters	Notary Public Printed Name: My Commission Expires:

BK:

6443 PG: 1858 Last Page



Department of State / Division of Corporations / Search Records / Search by Entity Name /

Detail by Entity Name

Florida Limited Liability Company BROOKS REALTY, LLC

Filing Information

 Document Number
 L04000002537

 FEI/EIN Number
 20-0627152

 Date Filed
 01/09/2004

State FL

Status ACTIVE

Principal Address 6600 Allison Way PACE, FL 32571

Changed: 04/29/2013

Mailing Address 6600 Allison Way PACE, FL 32571

Changed: 04/29/2013

Registered Agent Name & Address

BROOKS, K. GLENN 6600 Allison Way PACE, FL 32571

Address Changed: 04/29/2013

Authorized Person(s) Detail

Name & Address

Title MGR

BROOKS, K. GLENN 6600 Allison Way PACE, FL 32571

Title MGR

BROOKS, ROBIN L 6600 Allison Way PACE, FL 32571

Annual Reports

 Report Year
 Filed Date

 2022
 04/29/2022

 2023
 04/29/2023

 2024
 04/30/2024

Document Images

04/30/2024 ANNUAL REPORT	View image in PDF format
04/29/2023 ANNUAL REPORT	View image in PDF format
04/29/2022 ANNUAL REPORT	View image in PDF format
04/30/2021 ANNUAL REPORT	View image in PDF format
02/28/2020 ANNUAL REPORT	View image in PDF format
05/01/2019 ANNUAL REPORT	View image in PDF format
04/25/2018 ANNUAL REPORT	View image in PDF format
04/28/2017 ANNUAL REPORT	View image in PDF format
04/28/2016 ANNUAL REPORT	View image in PDF format
04/30/2015 ANNUAL REPORT	View image in PDF format
04/30/2014 ANNUAL REPORT	View image in PDF format
04/29/2013 ANNUAL REPORT	View image in PDF format
04/30/2012 ANNUAL REPORT	View image in PDF format
09/06/2011 ANNUAL REPORT	View image in PDF format
04/28/2010 ANNUAL REPORT	View image in PDF format
04/28/2009 ANNUAL REPORT	View image in PDF format
04/30/2008 ANNUAL REPORT	View image in PDF format
04/30/2007 ANNUAL REPORT	View image in PDF format
04/24/2006 ANNUAL REPORT	View image in PDF format
06/29/2005 ANNUAL REPORT	View image in PDF format
01/09/2004 Florida Limited Liabilites	View image in PDF format

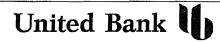
Recorded in Public Records 5/15/2020 3:32 PM OR Book 8296 Page 1600, Instrument #2020039551, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording \$69.50 MTG Stamps \$1,156.75 Int. Tax \$661.00

> RECORDATION REQUESTED BY: 5907 Berryhill Medical Park Drive Milton, FL 32570

WHEN RECORDED MAIL TO: United Bank Milton 5907 Berryhill Medical Park Drive Milton, FL 32570

This Mortgage prepared by:

Name: Loan Operations Address: 5907 Berryhill Medical Park Drive, Milton, FL 32570



MORTGAGE **FUTURE ADVANCES**

MAXIMUM LIEN. The total amount of indebtedness secured by this Mortgage may decrease or increase from time to time, but the maximum amount of principal indebtedness which may be outstanding at any one time shall not exceed \$661,000.00, plus interest, and amounts expended or advanced by Lender for the payment of taxes, levies or insurance on the Property, and interest on such amounts.

THIS MORTGAGE dated May 15, 2020, is made and executed between Brooks Realty, LLC, a Florida Limited Liability Company, whose address is 6600 Allison Way, Pace, FL 32571-9165 (referred to below as "Grantor") and United Bank, whose address is 5907 Berryhill Medical Park Drive, Milton, FL 32570 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and dicht rights (including stock in utilities with ditch or irrigation rights); and all other rights, royaties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Escambia County, State of Florida:

See Exhibit "A", which is attached to this Mortgage and made a part of this Mortgage as if fully set forth herein.

The Real Property or its address is commonly known as 2985 Langley Ave, Pensacola, FL 32504.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and

FUTURE ADVANCES. In addition to the Note, this Mortgage secures all future advances made by Lender to Grantor whether or not the advances are made pursuant to a commitment. Specifically, without limitation, this Mortgage secures, in addition to the amounts specified in the Note, all future amounts Lender in its discretion may loan to Grantor within twenty (20) years of the date of this Mortgage, together with all interest thereon; however, in no event shall such future advances (excluding Interest) exceed in the aggregate \$661,000.00.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEONESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE IN THE ORIGINAL PRINCIPAL AMOUNT OF \$330,500.00, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE POLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due and shall strictly perform all of Grantor's obligations under this Mortgage.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and

maintenance necessary to preserve its value.

maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property to make such inspections.

with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in Investigating the Property for Hazardous Substances. Grantor hereby (1) releases and walves any future claims against Lender for Indemnity or contribution the event Grantor becomes fable for clearup or other costs under any such laws; and (2) agrees to indemnity, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from breach of this section of the Mortgage or as a consequence of any use, generation, menufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether to y foreclosure or otherwise.

Nulsance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such improvements with improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's Interests and to Inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage.

Subsequent Liens. Grantor shall not allow any subsequent liens or mortgages on all or any portion of the Property without the prior

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender uniting prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property, whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, instant sale contract, tand contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other meltiod of conveyance of an interest in the Real Property, if any Grantor is a corporation, partnership or limited liability company, transfer also includes any restructuring of the legal entity (whether by merger, division or otherwise) or any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Florida law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Mortgage:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, peyroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of any llens having priority over or equal to the interest of Lender under this Mortgage, except for those liens specifically agreed to in writing by Lender, and except for the lien of taxes and assessments not due as further specified in the Right to Contest paragraph.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the right to Contest. Orantor may will not paylete to any tax, assessment, of claim in confication with a good rain dispute over the obligation to pay, so long as Lender's interest in the Proparty is not jeopardized. If a lien arises or is filed as a result of norpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash sufficient corporate surely bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and reasonable attorneys' fees, or other charges that could accrue as a result of a foredosure or sale under the lien. In any contest, Grantor shall defand itself and beligee under any surely bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will per the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Mortgage;

DPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Mortgage:

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Roal Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgaged clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts a timeter may request with Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption and boiler insurance as Lender may require. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender may require. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender may require. Policies shall be written by such insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an edesignated by the Administrator of the Federal Emergency Management Agency as a special ficod hazard area, Grantor agrees to obtain and maintain flood insurance, if the tiful unpaid principal belance of the loan and any prior liens on the property certified to maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance providing "private flood insurance" as defined by applicable federal flood insurance statutes and regulations.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss

if Grantor falls to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration are repair, Grantor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender shall, upon satisfactory proof of such expenditure, pay or relimburse Grantor from the proceeds for the reasonable cost of repair or restoration for Grantor is not in default under this Mortgage. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may an example. Grantor's interests may appear.

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

ENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lander's interest in the Property or if Grantor falls to comply with any provision of this Mortgage or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Mortgage or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, itens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or plated by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to dete of repayment by Grantor. All such expenses will become a part of the Notel betterness and, at Lender's option, will (4, be payable or oftenand; (8) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Mortgage also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon the occurrence of any Event Oregue, as a part of this Mortgage.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Mortgage:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Mortgage shall survive the execution and delivery of this Mortgage, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's indebtedness shall be paid in full.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Mortgage:

Proceedings. If any proceeding in condemnation is filed, Grentor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such Instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtachess or the repair or restoration of the Property. The net proceeds of the award half mean the eward after payment of all reasonable costs, expenses, and attorneys' fees incurred by Lender in connection with the condemnation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all Intangible personal property taxes, documentary stamp taxes, fees, and other charges for recording or registering this Mortgage.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax, including without limitation an intangible personal property tax, upon this type of Mortgage or upon all or any part of the Indebtedness secured by this Mortgage; (2) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the Indebtedness secured by this type of Mortgage; (3) a tax on this type of Mortgage chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Grantor.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Mortgage as a security agreement are a part of this Mortgage:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property consiliutes fixtures, and Lander shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and conlinue Lender's security interest in the Rents and Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a fixed to the Property in a fixed to the Property in a fixed to the Property in the fixed to the Property in the property of the property in the property in the grant Lender and Len

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Mortgage may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page

MORTGAGE (Continued)

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of this Mortgage.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Mortgage:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filled, recorded, refilled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of current samples, the statements of trust, security deeds, security agreements, financing statements, continuation statements, instruments of effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Note, this Mortgage, and the Related Documents, and (2) the liens and security interests created by this Mortgage as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by Javo r Lender agrees to the contry in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filling, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Grantor pays all the Indebtedness, including without limitation all future advances, when due, and otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suffable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file developing Lender's security interest in the Rents and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Mortgage:

Payment Default. Grantor falls to make any payment when due under the Indebtedness.

Defautt on Other Payments. Failure of Grantor within the time required by this Mortgage to make any payment for taxes or insurance, or any other payment necessary to prevent filling of or to effect discharge of any lien.

Other Defaults. Grantor falls to comply with or to perform any other term, obligation, covenant or condition contained in this Mortgage or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

Default in Favor of Third Parties. Should Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or Crantor's ability to repay the indebtedness or Grantor's ability to perform Grantor's obligations under this Mortgage or any of the Related Documents.

False Statements. Any werranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Mortgage or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Mortgage or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The dissolution of Grantor's (regardless of whether election to continue is made), any member withdraws from the limited liability compeny, or any other termination of Grantor's existence as a going business or the death of any member, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any property securing the Indebtechess. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surerly bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Breach of Other Agreement. Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or Ilability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of an Event of Default and at any time thereafter, Lender, at Lender's option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty that Grantor would be required to pay.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender personally, or by Lender's agents or attorneys, may enter into and upon all or any part of the Property, and may exclude Grantor, Grantor's agents and servants wholly from the Property. Lender may use, operate, manage and control the Property. Lender shall be entitled to collect and receive all earnings, revenues, rents, Issues, profits and income of the Property and every part thereof, all of which shall for all purposes constitute property of Grantor. After deducting the expenses of conducting the business thereof, and of all maintenance, repairs, renewals, replacements, alterations, additions, betterments and improvements and amounts necessary to pay for taxes, assessments, insurance and prior or other property charges upon the Property or any part thereof, as well as just and reasonable compensation for the services of Lender. Lender shall apply such monies first to the payment of the principal of the Note, and the interest thereon, when and as the same shall become payable and second to the payment of any other sums required to be paid by Grantor under this Mortgage.

Appoint Receiver. In the event of a suit being instituted to foreclose this Mortgage, Lender shall be entitled to apply at any time pending such foreclosure suit to the court having jurisdiction thereof for the appointment of a raceiver of any or all of the Property, and of all rents, incomes, profits, issues and revenues thereof, from whatsoever source. The parities agree that the court shall forthwith appoint such receiver with the usual powers and duties of receivers in like cases. Such appointment shall be made by the court as a matter of strict right to Lender and without notice to Grantor, and without reference to the adequacy or inadequacy of the value of the Property, or to Grantor's solvency or any other party defendant to such sult. Grantor hereby specifically waives the right to object to the appointment of a receiver and agrees that such appointment shall be made as an admitted equity and as a matter of absolute right to Lender, and consents to the appointment of any officer or employee of Lender as receiver. Lender shall have the

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right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Judicial Foreclosure. Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property.

Deficiency Judgment. If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

Other Remedies. Lender shall have all other rights and remedies provided in this Mortgage or the Note or available at law or in equity,

Sale of the Property. To the extent permitted by applicable law, Grantor hereby waives any and all right to have the Property marshalled. In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Mortgage, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies. Nothing under this Mortgage or otherwise shall be construed so as to limit or restrict the rights and remedies available to Lender following an Event of Default, or in any way to limit or restrict the rights and ability of Lender to proceed directly against Grantor and/or against any other co-maker, guarantor, surety or endorser and/or to proceed against any other co-liateral directly or indirectly securing the Indebtedness.

to proceed against any other collateral directly or indirectly securing the indebtedness.

Attorneys' Fees; Expenses. If Lender institutes any sult or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall been a part of the Indebtedness payable on demand and shall been interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's reasonable attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including reasonable attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreciosure reports), surveyors' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

NOTICES. Any notice required to be given under this Mortgage, including without ilmitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first deas, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Mortgage. Any party may change its address for notices under this Mortgage by giving written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender Informed at all limes of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Mortgage:

Amendments. This Mortgage, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Mortgage. No alteration of or amendment to this Mortgage shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Caption Headings. Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

Governing Law. This Mortgage will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Florida without regard to its conflicts of law provisions. This Mortgage has been accepted by Lender in the State of Florida.

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Santa Rosa County, State of Florida.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Mortgage unless such waiver is given in writing and signed by Lender. No delay or ornission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Mortgage shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Mortgage. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Mortgage to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Mortgage. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Mortgage shall not affect the legality, validity or enforceability of any other provision of this Mortgage.

Merger. There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Successors and Assigns. Subject to any limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Mortgage.

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Waive Jury. All parties to this Mortgage hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Mortgage. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code:

Borrower. The word "Borrower" means Brooks Realty, LLC and includes all co-signers and co-makers signing the Note and all their

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Mortgage in the events of default section of this Mortgage.

Grantor. The word "Grantor" means Brooks Realty, LLC.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future Improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtidenses. The word 'indebtidenses' means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Mortgage, together with interest on such amounts as provided in this Mortgage, Specifically, without limitation, Indebtedness includes the future advances set forth in the Future Advances provision of this Mortgage, together with all interest thereon

Lender. The word "Lender" means United Bank, its successors and assigns.

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender.

Note. The word "Note" means the promissory note dated May 15, 2020. In the original principal amount of \$330,500.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement, NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Mortgage.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agraements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND GRANTOR AGREES TO ITS TERMS.

GRANTOR:

BROOKS RI

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT
STATE OF Flancia) SS COUNTY OF Savita Rosa)
The peregoing instrument was acknowledged before me by means of Manysteal presence or Lonline notarization, this day of Locks, Manager of Brooks Realty, LLC and Robin L. Brooks, Manager of Brooks Realty, LLC, a limited liability company. They are personally known to me or have produced as identification. AMEL SAB (Signature of Person Taking Acknowledger Typed, Printed or Stamped) (Name of Acknowledger Typed, Printed or Stamped) (Title of Rank) (Serial Number, If any)
LaserPro, Ver. 20.1.30.039 Copr. Thitestral USA Corporation 1997, 2020. All Rights Reserved. FL F:\(\text{PROSUITE\CFI\LP\L\G03.FC}\) TR-4061 PR-7

BK: 8296 PG: 1607 Last Page

EXHIBIT A

Parcel "A", Block A, The Gant, according to the map or plat thereof as recorded in Plat Book 11, Page 35, Public Records of Escambia County, Florida.

Recorded in Public Records 5/15/2020 3:32 PM OR Book 8296 Page 1608, Instrument #2020039552, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording \$44.00

RECORDATION REQUESTED BY:

United Bank
Milton
5907 Berryhill Medical Park Drive
Milton, FL 32570

WHEN RECORDED MAIL TO:

United Bank Milton 5907 Berryhill Medical Park Drive Milton, FL 32570

This ASSIGNMENT OF RENTS prepared by:

Name: Loan Operations Company: United Bank Address: 5907 Berryhill Medical Park Drive, Milton, FL 32570

United Bank

ASSIGNMENT OF RENTS

THIS ASSIGNMENT OF RENTS dated May 15, 2020, is made and executed between Brooks Realty, LLC, a Florida Limited Liability Company, whose address is 6600 Allison Way, Pace, FL 32571-9165 (referred to below as "Grantor") and United Bank, whose address is 5907 Berryhill Medical Park Drive, Milton, FL 32570 (referred to below as "Lender").

ASSIGNMENT. For valuable consideration, Grantor hereby assigns, grants a continuing security interest in, and conveys to Lender all of Grantor's right, title, and interest in and to the Rents from the following described Property located in Escambia County, State of Florida:

See Exhibit "A", which is attached to this Assignment and made a part of this Assignment as if fully set forth herein.

The Property or its address is commonly known as 2985 Langley Ave, Pensacola, FL 32504.

FUTURE ADVANCES. In addition to the Note, this Assignment secures all future advances made by Lender to Grantor whether or not the advances are made pursuant to a commitment. Specifically, without limitation, this Assignment secures, in addition to the amounts specified in the Note, all future amounts Lender in its discretion may lean to Grantor within twenty (20) years of the date of this Assignment, together with all interest thereon; however, in no event shall such future advances (excluding interest) exceed in the aggregate \$661,000.00.

THIS ASSIGNMENT IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF GRANTOR UNDER THE NOTE, THIS ASSIGNMENT, AND THE RELATED DOCUMENTS. THIS ASSIGNMENT IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Assignment or any Related Documents, Grantor shall pay to Lender all amounts secured by this Assignment as they become due, and shall strictly perform all of Grantor's obligations under this Assignment. Unless and until Lender exercises its right to collect the Rents as provided below and so long as there is no default under this Assignment, Grantor may remain in possession and control of and operate and manage the Property and collect the Rents provided that the granting of the right to collect the Rents shall not constitute Lender's consent to the use of cash collateral in a bankruptcy proceeding.

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that:

Ownership. Grantor is entitled to receive the Rents free and clear of all rights, loans, liens, encumbrances, and claims except as disclosed to and accepted by Lender in writing.

Right to Assign. Grantor has the full right, power and authority to enter into this Assignment and to assign and convey the Rents to Lender.

No Prior Assignment. Grantor has not previously assigned or conveyed the Rents to any other person by any instrument now in force.

No Further Transfer. Grantor will not sell, assign, encumber, or otherwise dispose of any of Grantor's rights in the Rents except as provided in this Assignment.

LENDER'S RIGHT TO RECEIVE AND COLLECT RENTS. Lender shall have the right at any time, and even though no default shall have occurred under this Assignment, to collect and receive the Rents. For this purpose, Lender is hereby given and granted the following rights, powers and authority:

Notice to Tenants. Lender may send notices to any and all tenants of the Property advising them of this Assignment and directing all Renis to be paid directly to Lender or Lender's agent.

Enter the Property. Lender may enter upon and take possession of the Property; demand, collect and receive from the tenants or from any other persons liable therefor, all of the Rents; institute and carry on all legal proceedings necessary for the protection of the Property, including such proceedings as may be necessary to recover possession of the Property; collect the Rents and remove any tenant or tenants or other persons from the Property.

Maintain the Property. Lender may enter upon the Property to maintain the Property and keep the same in repair; to pay the costs thereof and of all services of all employees, including their equipment, and of all continuing costs and expenses of maintaining the Property in proper repair and condition, and also to pay all taxes, assessments and water utilities, and the premiums on fire and other insurance effected by Lender on the Property.

Compliance with Laws. Lender may do any and all things to execute and comply with the laws of the State of Florida and also all other laws, rules, orders, ordinances and requirements of all other governmental agencies affecting the Property.

Lease the Property. Lender may rent or lease the whole or any part of the Property for such term or terms and on such conditions as Lender may deem appropriate.

ASSIGNMENT OF RENTS (Continued)

Page 2

Employ Agents. Lender may engage such agent or agents as Lender may deem appropriate, either in Lender's name or in Grantor's name, to rent and manage the Property, including the collection and application of Rents.

Other Acts. Lender may do all such other things and acts with respect to the Property as Lender may deem appropriate and may act exclusively and solely in the place and stead of Grantor and to have all of the powers of Grantor for the purposes stated above.

No Requirement to Act. Lender shall not be required to do any of the foregoing acts or things, and the fact that Lender shall have performed one or more of the foregoing acts or things shall not require Lender to do any other specific act or thing.

APPLICATION OF RENTS. All costs and expenses incurred by Lender in connection with the Property shall be for Grantor's account and Lender may pay such costs and expenses from the Rents. Lander, in its sole discretion, shall determine the application of any and all Rents received by it; however, any such Rents received by Lender which are not applied to such costs and expenses shall be applied to the indebtedness. All expenditures made by Lender under this Assignment and not reimbursed from the Rents shall become a part of the indebtedness secured by this Assignment, and shall be payable on demand, with interest at the Note rate from date of expenditure until paid.

FULL PERFORMANCE. If Grantor pays all of the Indebtedness when due and otherwise performs all the obligations imposed upon Grantor under this Assignment, the Note, and the Related Documents, Lender shall execute and deliver to Grantor a suitable satisfaction of this Assignment and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Property. Any termination fee required by law shall be paid by Grantor, if permitted by applicable law.

the Property. Any termination fee required by law shall be paid by Grantor, it permitted by applicable law.

ENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Assignment or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Assignment or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, socurity interests, encumbrances and other claims, at any time levied or placed on the Rents or the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the dete incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Assignment also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon the occurrence of any Event of Default.

DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Assignment:

Payment Default. Grantor falls to make any payment when due under the indebtedness.

Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Assignment or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

Default on Other Payments. Failure of Grantor within the time required by this Assignment to make any payment for taxes or insurance, or any other payment necessary to prevent filling of or to effect discharge of any lien.

Default in Favor of Third Parties. Any guarantor or Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of any guarantor's or Grantor's property or ability to perform their respective obligations under this Assignment or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Assignment or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Assignment or any of the Related Documents ceases to be In full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The dissolution of Grantor's (regardless of whether election to continue is made), any member withdraws from the limited liability company, or any other termination of Grantor's existence as a going business or the death of any member, the insolvency of Grantor in appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor's contractions.

Creditor or Forfelture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against the Rents or any property securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender moniles or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Property Damage or Loss. The Property is lost, stolen, substantially damaged, sold, or borrowed against.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

insecurity. Lender in good faith believes itself insecure.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of any Event of Default and at any time thereafter, Lender may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty that Grantor would be required to pay.

Collect Rents. Lender shall have the right, without notice to Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the indebtedness. In furtherance of this right, Lender shall have all the rights provided for in the Lender's Right to Receive and Collect Rents Section, above. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments raceived in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. In the event of a suit being instituted to foreclose this Assignment, Lender 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 any or all of the Property, and of all rents, incomes, profits, issues and revenues thereof, from whatsoever source. The parties agree that the court shall forthwith appoint such receiver with the usual powers and duties of receivers in like cases. Such appointment shall be made by the court as a matter of strict right to Lender and without notice to Grantor, and without reference to the adequacy or inadequacy of the value of the Property, or to Grantor's solvency or any other party defendant to such suit. Grantor hereby specifically walves the right to object to the appointment of a receiver and agrees that such appointment shall be made as an admitted equity and as a matter of

ASSIGNMENT OF RENTS (Continued)

Page 3

absolute right to Lender, and consents to the appointment of any officer or employee of Lender as receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foredosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Proporty exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Other Remedies. Lender shall have all other rights and remedies provided in this Assignment or the Note or by law.

Election of Remedles. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Assignment, after Grantor's failure to perform, shall not affect Lendar's right to declare a default and exercise its remedies.

anext Lender's right to declare a designit and exercise its remotes.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Assignment, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's reached attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including reasonable attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foredosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Assignment:

Amendments. This Assignment, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Assignment. No alteration of or amendment to this Assignment shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Caption Headings. Caption headings in this Assignment are for convenience purposes only and are not to be used to interpret or define the provisions of this Assignment.

Governing Law. This Assignment will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Florida without regard to its conflicts of law provisions. This Assignment has been accepted by Lender in the State of Florida.

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Santa Rose County, State of Florida.

Merger. There shall be no merger of the interest or estate created by this Assignment with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Interpretation. (1) In all cases where there is more than one Borrower or Grantor, then all words used in this Assignment in the singular shall be deemed to have been used in the plural where the context and construction so require. (2) If more than one person signs this Assignment as "Grantor," the obligations of each Grantor are joint and several. This means that if Lender brings a lawsuit, Lender may sue any one or more of the Grantors. If Borrower and Grantor are not the same person, Lender need not see Borrower first, and that Borrower need not be joined in any lawsuit. (3) The names given to paragraphs or sections in this Assignment are for convenience purposes only. They are not to be used to interpret or define the provisions of this Assignment.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Assignment unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Assignment shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Assignment. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Assignment, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Notices. Any notice required to be given under this Assignment shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Assignment. Any party may change its address for notices under this Assignment by giving written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

Powers of Attorney. The various agencies and powers of attorney conveyed on Lender under this Assignment are granted for purposes of security and may not be revoked by Grantor until such time as the same are renounced by Lender.

Severability. If a court of competent jurisdiction finds any provision of this Assignment to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Assignment. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Assignment shall not affect the legality, validity or enforceability of any other provision of this Assignment.

Successors and Assigns. Subject to any limitations stated in this Assignment on transfer of Grantor's interest, this Assignment shall be binding upon and hurre to the benefit of the partiest, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Assignment and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Assignment or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Assignment.

Waive Jury. Atl parties to this Assignment hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Assignment. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in tawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the pural, and the plural shall include the plural, and the context may require. Words and terms not otherwise defined in this Assignment shall have the meanings attributed to such terms in the Uniform Commercial Code:

Assignment. The word "Assignment" means this ASSIGNMENT OF RENTS, as this ASSIGNMENT OF RENTS may be amended or modified from time to time, together with all exhibits and schedules attached to this ASSIGNMENT OF RENTS from time to time.

Borrower. The word "Borrower" means Brooks Realty, LLC.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Assignment in the default section

ASSIGNMENT OF RENTS (Continued)

Page 4

of this Assignment.

Grantor. The word "Grantor" means Brooks Realty, LLC.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Assignment, together with interest on such amounts as provided in this Assignment. Specifically, without limitation, Indebtedness includes the future advances set forth in the Future Advances provision of this Assignment, together with all interest thereon.

Lender. The word "Lender" means United Bank, its successors and assigns.

Note. The word "Note" means the promissory note dated May 15, 2020, in the original principal amount of \$330,500.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

Property. The word "Property" means all of Grantor's right, title and interest in and to all the Property as described in the "Assignment" section of this Assignment.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the indebtedness.

Rents. The word "Rents" means all of Grantor's present and future rights, title and interest in, to and under any and all present and future leases, including, without limitation, all rents, revenue, income, issues, royalties, bonuses, accounts receivable, cash or security deposits, advance rentals, profits and proceeds from the Property, and other payments and benefits derived or to be derived from such leases of every kind and nature, whether due now or later, including without limitation Grantor's right to enforce such leases and to receive and collect payment and proceeds thereunder.

THE UNDERSIGNED ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS ASSIGNMENT, AND NOT PERSONALLY BUT AS AN AUTHORIZED SIGNER, HAS CAUSED THIS ASSIGNMENT TO BE SIGNED AND EXECUTED ON BEHALF OF GRANTOR ON MAY 15, 2020.

GRANTOR:

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF HON) \$5 COUNTY OF Santa Rosa

The foregoing instrument was acknowledged before me by means of Aphysical presence or online notarization, this day of ingle 2020 by K. Glenn Brooks, Manager of Brooks Realty, LLC and Robin L. Brooks, Manager of Brooks Realty, LLC and Robin L. Brooks, Manager of Brooks Realty, LLC, member (or agent), each on behalf of Brooks Realty, LLC, limited liability company. They are personally known to me or have produced as identification.

Brooks, Manager of Brooks Agaity, Lourney produced personally known to me or have produced with the pr

All Rights Reserved. - FL F:\PROSUITE\CFI\LPL\G14.FC

BK: 8296 PG: 1612 Last Page

EXHIBIT A

Parcel "A", Block A, The Gant, according to the map or plat thereof as recorded in Plat Book 11, Page 35, Public Records of Escambia County, Florida.

STATE OF FLORIDA COUNTY OF ESCAMBIA

CERTIFICATE OF NOTICE OF MAILING NOTICE OF APPLICATION FOR TAX DEED

CERTIFICATE # 00194 of 2022

I, PAM CHILDERS, CLERK OF THE CIRCUIT COURT OF ESCAMBIA COUNTY, FLORIDA, do hereby certify that I did on March 20, 2025, mail a copy of the foregoing Notice of Application for Tax Deed, addressed to:

BROOKS REALTY LLC GLENN K BROOKS 6600 ALLISON WAY 6600 ALLISON WAY PACE, FL 32571 PACE, FL 32571

BROOKS REALTY LLC
2584 MARY FOX DR
2985 LANGLEY AVE
GULF BREEZE FL 32563 PENSACOLA, FL 32504

UNITED BANK 5907 BERRYHILL MEDICAL PARK DR MILTON FL 32570

WITNESS my official seal this 20th day of March 2025.

PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

By:

Emily Hogg Deputy Clerk

THERE ARE UNPAID TAXES ON PROPERTY WHICH YOU OWN OR IN WHICH YOU HAVE A LEGAL INTEREST. THE PROPERTY WILL BE SOLD AT PUBLIC AUCTION ON May 7, 2025, UNLESS THE TAXES ARE PAID. SHOULD YOU NEED FURTHER INFORMATION CONTACT THE CLERK OF THE CIRCUIT COURT IMMEDIATELY AT 850-595-3793.

NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That TLGFY LLC holder of Tax Certificate No. 00194, issued the 1st day of June, A.D., 2022 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:

PARCEL A THE GANT PB 11 P 35 OR 6061 P 956 OR 6443 P 1857 LESS OR 1629 P 158-RD R/W

SECTION 14, TOWNSHIP 1 S, RANGE 29 W

TAX ACCOUNT NUMBER 012330001 (0525-03)

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

BROOKS REALTY 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 May, which is the 7th day of May 2025.

Dated this 17th day of March 2025.

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



PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

By: Emily Hogg Deputy Clerk

THERE ARE UNPAID TAXES ON PROPERTY WHICH YOU OWN OR IN WHICH YOU HAVE A LEGAL INTEREST. THE PROPERTY WILL BE SOLD AT PUBLIC AUCTION ON May 7, 2025, UNLESS THE TAXES ARE PAID. SHOULD YOU NEED FURTHER INFORMATION CONTACT THE CLERK OF THE CIRCUIT COURT IMMEDIATELY AT 850-595-3793.

NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That TLGFY LLC holder of Tax Certificate No. 00194, issued the 1st day of June, A.D., 2022 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:

PARCEL A THE GANT PB 11 P 35 OR 6061 P 956 OR 6443 P 1857 LESS OR 1629 P 158-RD R/W

SECTION 14, TOWNSHIP 1 S, RANGE 29 W

TAX ACCOUNT NUMBER 012330001 (0525-03)

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

BROOKS REALTY 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 May, which is the **7th day** of May 2025.

Dated this 17th day of March 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.

Post Property:

2985 LANGLEY AVE 32504



PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

By: Emily Hogg Deputy Clerk

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Personal Services:

BROOKS REALTY LLC 6600 ALLISON WAY PACE, FL 32571

GOMPTA OF

PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

By: Emily Hogg Deputy Clerk

ESCAMBIA COUNTY SHERIFF'S OFFICE ESCAMBIA COUNTY, FLORIDA

NON-ENFORCEABLE RETURN OF SERVICE 0515.03

Document Number: ECSO25CIV009990NON

Agency Number: 25-004741

Court: TAX DEED
County: ESCAMBIA

Case Number: CERT NO 00194 2022

Attorney/Agent:
PAM CHILDERS
CLERK OF COURT
TAX DEED

Plaintiff:

RE: BROOKS REALTY LLC

Defendant:

Type of Process: NOTICE OF APPLICATION FOR TAX DEED

Received this Writ on 3/21/2025 at 9:14 AM and served same at 11:02 AM on 3/25/2025 in ESCAMBIA COUNTY, FLORIDA, by serving POST PROPERTY, the within named, to wit: , .

POSTED TO PROPERTY PER CLERKS OFFICE INSTRUCTIONS

CHIP W SIMMONS, SHERIFF ESCAMBIA COUNTY, FLORIDA

By:

J. CARNLE**Y)** C

Service Fee: Receipt No:

\$40.00 BILL

Printed By: MLDENISCO

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Post Property:

2985 LANGLEY AVE 32504



PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

By: Emily Hogg Deputy Clerk



SANTA ROSA COUNTY SHERIFF'S OFFICE SANTA ROSA COUNTY, FLORIDA

RETURN OF SERVICE

Agency Number:



Sheriff Number: 25001739 Court: ESCAMBIA COUNTY

County: ESCAMBIA Case Number: 00194

Attorney/Agent:

P O BOX 333

PENSACOLA, FL 32591-0333

Plaintiff: PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY

Defendant: BROOKS REALTY LLC

Type of Process: APPLICATION FOR TAX DEED

CORPORATION

Received the above named writ on 3/27/2025 at 10:03 AM and served the same at 12:31 PM on 4/8/2025 at 6600 ALLISON WAY PACE, FL 32571 in Santa Rosa, by delivering to the within name a true copy of this writ together with a copy of the initial pleading, if any, with the date and hour of service endorsed thereon by me to ROBIN BROOKS as PARTIAL OWNER to the within named corporation in the absence of any higher officer as set forth in Section 48.081 (1)(a), Florida Statutes have been met.

Robert "Bob" Johnson, Sheriff Santa Rosa

<u>By:</u>

Regen Gunter

Service (\$40.00)

PAM CHILDERS
CLERK & COMPTROLLER
2025 APR 15 A 10: 49
ESCAMBIA COUNTY, FL

Printed By: <UserName>

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Personal Services:

BROOKS REALTY LLC 6600 ALLISON WAY

PACE, FL 32571

BA COUNT ROM

PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

By: Emily Hogg Deputy Clerk

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Santa Rosa County Sheriff's Office

5755 East Milton Rd Milton, FL 32583

Phone: 850-983-1281 Fax: 850-981-2120





Payment Receipt

Payment made by: ESCAMBIA CO CLERK OF COURT TAX DEED

P O BOX 333

PENSACOLA FL 32591-0333

Payment Date:

3/27/2025

Payment Type:

Business Check

Check #:

900038491

Receipt Number:

Payment Amount: \$ 40.00

Type of Process: APPLICATION FOR TAX DEED

Sheriff #:

25001739

Court Name:

ESCAMBIA COUNTY,

Court County: ESCAMBIA

Sheriff#	Court Case #	Title	Amount
25001739	00194	PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY vs. BROOKS REALTY LLC	\$40.00

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: 012330001 Certificate Number: 000194 of 2022

Payor: BROOKS REALTY LLC 6600 ALLISON WAY PACE, FL 32571 Date 3/31/2025

Clerk's Check #	5304570358	Clerk's Total	\$544.92 \$ 17,75
Tax Collector Check #	1	Tax Collector's Total	\$17,712.08
		Postage	\$41.00
		Researcher Copies	\$0.00
		Recording	\$10.00
		Prep Fee	\$7.00
		Total Received	-\$18,315.00

\$11,816.82

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

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

Case # 2022 TD 000194

Redeemed Date 3/31/2025

Name BROOKS REALTY LLC 6600 ALLISON WAY PACE, FL 32571

Clerk's Total = TAXDEED	\$544,92 \$ 17,758,82	
Due Tax Collector = TAXDEED	\$17,712.08	
Postage = TD2	\$41.00	
ResearcherCopies = TD6	\$0.00	
Release TDA Notice (Recording) = RECORD2	\$10.00	
Release TDA Notice (Prep Fee) = TD4	\$7.00	

• For Office Use Only

Date	Docket	Desc	Amount Owed	Amount-Due	Payee Name
FINANCIALSUMMARY					
No Information Available - See Dockets					





Notes

PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

Tax Deed - Redemption Calculator Account: 012330001 Certificate Number: 000194 of 2022

Redemption No V	Application Date 4/22/2024	Interest Rate 18%
	Final Redemption Payment ESTIMATED	Redemption Overpayment ACTUAL
	Auction Date 5/7/2025	Redemption Date 3/31/2025
Months	13	11
Tax Collector	\$14,816.59	\$14,816.59
Tax Collector Interest	\$2,889.24	\$2,444.74
Tax Collector Fee	\$6.25	\$6.25
Total Tax Collector	\$17,712.08	\$17,267.58
Record TDA Notice	\$17.00	\$17.00
Clerk Fee	\$119.00	\$119.00
Sheriff Fee	\$120.00	\$120.00
Legal Advertisement	\$200.00	\$200.00
App. Fee Interest	\$88.92	\$75.24
Total Clerk	\$544.92	\$531.24) CH
Release TDA Notice (Recording)	\$10.00	\$10.00
Release TDA Notice (Prep Fee)	\$7.00	\$7.00
Postage	\$41.00	\$41.00
Researcher Copies	\$0.00	\$0.00
Total Redemption Amount	\$18,315.00	\$17,856.82
	Repayment Overpayment Refund Amount	\$458.18
Book/Page	9149	165

BROOKS REALTY LLC [0525-03] 6600 ALLISON WAY PACE, FL 32571

9171 9690 0935 0128 0329 11

GLENN K BROOKS [0525-03] 6600 ALLISON WAY PACE, FL 32571

9171 9690 0935 0128 0329 28

BROOKS REALTY LLC [0525-03] 2985 LANGLEY AVE PENSACOLA, FL 32504

9171 9690 0935 0128 0329 42

BROOKS REALTY LLC [0525-03] 2584 MARY FOX DR GULF BREEZE FL 32563

9171 9690 0935 0128 0329 35

UNITED BANK [0525-03] 5907 BERRYHILL MEDICAL PARK DR MILTON FL 32570

9171 9690 0935 0128 0329 59

Redeemed

Pam Childers

Clerk of the Circuit Court & Comptroller Official Records 221 Palafox Place, Suite 110 Pensacola, FL 32502

9171 9690 0935 0128 0329 35



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BROOKS REALTY LLC [0525-03] 2584 MARY FOX DR GULF BREEZE FL 32563

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UEKIIFIEU WAIL Pam Childers Clerk of the Circuit Court & Comptroller 221 Palafox Place, Suite 110 Pensacola, FL 32502





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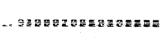
FIRST-CLASS MAIL

03/20/2025 ZIP 32502 043M31219251

\$008.16°

NIXIE 326 DE 1

RETURN TO SENDER UNCLAIMED UNABLE TO FORWARD



Official Records

GLENNIK BROOKS [0525-03] 6600 ALLISON WAY

PACE, FL 32571

*Z538-0Z853-Z0-39



CEKIIFIED WAIL **Pam Childers**

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\$008.16° 03/20/2025 ZIP 32502 043M31219251

NIXIE 326 DE 1 0004/11/25 -RETURN TO SENDER

UNCLAIMED UNABLE TO FORWARD

Վրիլիսեր-իրումելըել ինչենի հետուներուն կորհվագննին կորդուն հենին և

*2638-02911-20-39 SC: 32502583335

.. SIGROBOLLELONZES

Clerk of the Circuit Court & Comptroller

Official Records

221 Palafox Place, Suite 110

Pensacola, FL 32502

BROOKS REALTY LLC [0525-03]

O PACE, FL 32571



STATE OF FLORIDA

County of Escambia

Before the undersigned authority personally appeared Michael P. Driver who is personally known to me and who on oath says that he is Publisher of The Escambia Sun Press, a weekly published at (Warrington) Pensacola in Escambia County, Florida; that the attached copy of advertisement, being a TAX DEED SALE NOTICE in the matter of

DATE - 05-07-2025 - TAX CERTIFICATE #'S 00194

in the CIRCUIT Court

was published in said newspaper in the issues of

MARCH 27 & APRIL 3, 10, 17, 2025

Affiant further says that the said Escambia Sun-Press is a newspaper published at (Warrington) Pensacola, said Escambia County, Florida, and that the said newspaper has heretofore been continuously published in said Escambia County, Florida each week and has been entered as second class mail matter at the post office in Pensacola, in said Escambia and Santa Rosa Counties, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper. Affiant complies with all legal requirements for publication in chapter 50, Florida Statutes.



Digitally signed by Michael P Driver DN: c=US, o=The Escambia Sun Press LLC, dnQualifier=A01410D0000019093B5D40A000E97D9, cn=Michael P Driver Date: 2025.04.17 10:01:53 -0500'

PUBLISHER

Sworn to and subscribed before me this 17TH day of APRIL

A.D., 2025

Heather Tuttle

Digitally signed by Heather Tuttle DN: c=US, o=The Escambia Sun Press LLC, dnQualifier=A01410C000001890CD5793600064AAE, cn=Heather Tuttle Date: 2025.04.17 10:04:57 -05'00'

HEATHER TUTTLE NOTARY PUBLIC



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PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA
(SEAL)
By: Emily Hogg
Deputy Clerk

oaw-4w-03-27-04-03-10-17-2025