



<b>A.</b> <b>U.S. DEPARTMENT OF HOUSING &amp; URBAN DEVELOPMENT</b> <b>SETTLEMENT STATEMENT</b>		B. TYPE OF LOAN:																																																																																																																																																																								
		1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> FmHA	3. <input type="checkbox"/> CONV. UNINS.	4. <input type="checkbox"/> VA	5. <input type="checkbox"/> CONV. INS.																																																																																																																																																																				
		6. FILE NUMBER: 20-18142			7. LOAN NUMBER:																																																																																																																																																																					
		8. MORTGAGE INS CASE NUMBER:																																																																																																																																																																								
<b>C. NOTE:</b> This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "POC" were paid outside the closing; they are shown here for informational purposes and are not included in the totals. <div style="text-align: right; font-size: small;">1.0 3/98 (20-18142, PFD 20-18142/29)</div>																																																																																																																																																																										
<b>D. NAME AND ADDRESS OF BUYER:</b>  BALDWIN COUNTY COMMISSION 312 COURTHOUSE SQUARE, SUITE 12 BAY MINETTE, AL 36507		<b>E. NAME AND ADDRESS OF SELLER:</b>  ESTATE OF JOSEPH JAMES GOTTLER JR. 16630 CO RD 95 N ELBERTA, AL 36530		<b>F. NAME AND ADDRESS OF LENDER:</b>																																																																																																																																																																						
<b>G. PROPERTY LOCATION:</b> 17917 CC ROAD ELBERTA, AL 36530 Baldwin County, Alabama METES AND BOUNDS APPROX 5 ACRES		<b>H. SETTLEMENT AGENT:</b> Professional Land Title, Inc.  <b>PLACE OF SETTLEMENT</b> 3479-A Gulf Shores Pkwy. Gulf Shores, AL 36542			<b>I. SETTLEMENT DATE:</b>  March 5, 2021																																																																																																																																																																					
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**L. SETTLEMENT CHARGES**

700. TOTAL COMMISSION Based on Price		\$	@	%	PAID FROM BUYERS FUNDS AT SETTLEMENT	PAID FROM SELLERS FUNDS AT SETTLEMENT
Division of Commission (line 700) as Follows:						
701. \$	to					
702. \$	to					
703. Commission Paid at Settlement						
704.	to					
<b>800. ITEMS PAYABLE IN CONNECTION WITH LOAN</b>						
801. Loan Origination Fee	% to					
802. Loan Discount	% to					
803. Appraisal Fee	to	Leland Baggett				1,115.00
804. Credit Report	to					
805. Lender's Inspection Fee	to					
806. Mortgage Ins.App. Fee	to					
807. Assumption Fee	to					
808.						
809.						
810.						
811.						
<b>900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE</b>						
901. Interest From	to	@ \$	/day	( days	%)	
902. MIP Totl ns. for Life Of Loan	for	months to				
903. Hazard Insurance Premium for	years to					
904.						
905.						
<b>1000. RESERVES DEPOSITED WITH LENDER</b>						
1001. Hazard Insurance	months @ \$		per month			
1002. Mortgage Insurance	months @ \$		per month			
1003. City/Town Taxes	months @ \$		per month			
1004. County Taxes	months @ \$		per month			
1005. Assessments	months @ \$		per month			
1006.	months @ \$		per month			
1007.	months @ \$		per month			
1008.	months @ \$		per month			
<b>1100. TITLE CHARGES</b>						
1101. Settlement or Closing Fee	to	Professional Land Title, Inc.				350.00
1102. Abstractor Title Search	to					
1103. Title Examination	to	Professional Land Title, Inc.				250.00
1104. Title Insurance Binder	to					
1105. Document Preparation	to	McKinney & Associates, PC				150.00
1106. Notary Fees	to					
1107. GAL Fee	to	Andrew Harrell, Jr., Esq.				3,925.00
(includes above item numbers: )						
1108. Title Insurance	to	Professional Land Title, Inc.				157.50
(includes above item numbers: )						
1109. Lender's Coverage	\$					
1110. Owner's Coverage	\$	45,000.00		157.50		
1111.						
1112.						
1113.						
<b>1200. GOVERNMENT RECORDING AND TRANSFER CHARGES</b>						
1201. Recording Fees: Deed \$	22.00	; Mortgage \$		Releases \$		22.00
1202. City/County Tax/ Stamps:						
1203. State Tax/ Stamps:		45.00				45.00
1204. E-Filing Fee	to	Baldwin County Judge of Probate				5.00
1205.						
<b>1300. ADDITIONAL SETTLEMENT CHARGES</b>						
1301. Survey	to					
1302. Pest Inspection	to					
1303. Proceeds to Circuit Court	to	Circuit Court of Baldwin Co.				238.20
1304.						
1305.						
<b>1400. TOTAL SETTLEMENT CHARGES (Enter on Lines 103, Section J and 502, Section K)</b>					0.00	6,257.70

## ACKNOWLEDGMENT OF RECEIPT OF SETTLEMENT STATEMENT

**Buyer:** BALDWIN COUNTY COMMISSION  
**Seller:** ESTATE OF JOSEPH JAMES GOTTLER JR.  
**Settlement Agent:** Professional Land Title, Inc.  
(251)968-2700  
**Place of Settlement:** 3479-A Gulf Shores Pkwy.  
Gulf Shores, AL 36542  
**Settlement Date:** March 5, 2021  
**Property Location:** 17917 CC ROAD  
ELBERTA, AL 36530  
Baldwin County, Alabama  
METES AND BOUNDS  
APPROX 5 ACRES

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

BALDWIN COUNTY COMMISSION

BY: 

Joe Davis, III, Chairman

ESTATE OF JOSEPH JAMES GOTTLER JR.

BY: \_\_\_\_\_

James L. Horak, Sr., Personal Rep.

To the best of my knowledge, the HUD-1 Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.

Professional Land Title Inc  
Settlement Agent

**WARNING:** It is a crime to knowingly make false statements to the United States on this or any similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

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**Seller:** ESTATE OF JOSEPH JAMES GOTTLER JR.

**Settlement Agent:** Professional Land Title, Inc.  
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BALDWIN COUNTY COMMISSION

BY: \_\_\_\_\_  
Joe Davis, III, Chairman

ESTATE OF JOSEPH JAMES GOTTLER JR.

BY: James L. Horak, Sr.  
James L. Horak, Sr., Personal Rep.

To the best of my knowledge, the HUD-1 Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.

Dea D. Chisum  
Professional Land Title Inc  
Settlement Agent



ALABAMA DEPARTMENT OF REVENUE  
INDIVIDUAL & CORPORATE TAX DIVISION  
WITHHOLDING TAX SECTION  
P.O. Box 327480 • Montgomery, AL 36132-7480  
[www.revenue.alabama.gov](http://www.revenue.alabama.gov)

Form NR-AF1

6/13

## Affidavit of Seller's Residence

SELLER'S NAME (AND SPOUSE'S NAME, IF JOINTLY OWNED)

ESTATE OF JOSEPH JAMES GOTTLER, JR.

SELLER'S IDENTIFICATION NUMBER (SSN OR FEIN)\*

N/A

SPOUSE'S IDENTIFICATION NUMBER (IF JOINTLY OWNED)\*

STREET ADDRESS

METES AND BOUNDS

CITY

ELBERTA

STATE

AL

ZIP

36530

### INSTRUCTIONS

This form is to be executed by the seller and furnished to the buyer to establish Alabama residency so that the proceeds of the sale of property are not subject to the withholding laws of this state (see Section 40-18-86, *Code of Alabama 1975*). Alabama residents include both individuals and business entities domiciled in Alabama. Business entities will be considered domiciled in Alabama if they are organized under Alabama law or they have their principal place of business in Alabama. Alabama residents are not subject to the withholding provisions of Alabama Code Section 40-18-86, and are not required to complete this form; however, a buyer may wish to have an Alabama resident complete this form as proof of residency for the buyer's records. In this case, the form should not be sent to the Alabama Department of Revenue, but should be retained by the buyer.

Sellers are not subject to withholding from the proceeds of a sale if either they are a resident of Alabama or they are deemed to be a resident of Alabama by virtue of the fact that they have filed Alabama tax returns in the preceding two years, do business or own property in Alabama, intend to file an Alabama tax return for the current year, and if they are a corporation or limited partnership, are registered to do business in Alabama.

The seller is to execute this affidavit by placing an initial in the blank preceding the statements which apply. The buyer may rely on the seller's affidavit unless the buyer knows or should know, based on the buyer's knowledge at the time of closing, that statements made on the affidavit are false. The buyer has no duty to investigate the statements made on a seller's affidavit. For a transaction where a nonresident seller is a "deemed resident," the buyer should retain a copy of the affidavit and submit the original copy to the Alabama Department of Revenue, Individual and Corporate Tax Division, Withholding Tax Section, P.O. Box 327480, Montgomery, AL 36132-7480.

**\*For privacy and confidentiality purposes, the SSN or FEIN of the seller and of the buyer may be omitted or deleted from copies of all documents exchanged between the parties involved. However, all documents required to be submitted to the Alabama Department of Revenue must contain the complete SSN or FEIN information on the original copy mailed to the Department.**

**Seller is exempt from withholding on the sale of property because:**

*JJK* Seller is a resident of Alabama. (If this statement applies, do not submit a copy of this form to the Alabama Department of Revenue. The buyer should retain a copy of the affidavit as a record of the transaction.)

**Seller is not a resident of Alabama, but is a "deemed resident" for purposes of withholding because ALL of the following apply:**

\_\_\_\_ Seller is a nonresident who has filed Alabama tax returns or appropriate extensions have been received by the Department for the preceding two years; AND

\_\_\_\_ Seller is an established business in Alabama and will continue substantially the same business in Alabama after the sale OR the seller has real property in Alabama at the time of closing of equal or greater value than the withholding tax liability as measured by the 100% property tax assessment of such remaining property; AND

\_\_\_\_ Seller will report the sale on an Alabama income tax return for the current year and file by its due date with extensions; AND

\_\_\_\_ If seller is a corporation or limited partnership, seller is registered to do business in Alabama.

Under penalties of perjury, I swear that the above information is to the best of my knowledge and belief, true, correct, and complete.

SELLER'S SIGNATURE (AND TITLE, IF APPLICABLE)

Sworn to and subscribed before me this

4<sup>th</sup>

day of

March

2021

DATE

SPOUSE'S SIGNATURE (AND TITLE, IF APPLICABLE)

DATE

Notary Public

My commission expires

6/19/2021



**Fidelity National Title**  
Insurance Company

**NOTICE OF AVAILABILITY OF CLOSING OR SETTLEMENT PROTECTION**

TO: BALDWIN COUNTY COMMISSION  
ESTATE OF JOSEPH JAMES GOTTLER JR.

RE: AGENT/APPROVED ATTORNEY: Professional Land Title, Inc.  
AGENT FILE NUMBER: 20-18142

In accordance with Alabama law, specifically §27-3-6.1, Code of Alabama (1975), this notice of availability of closing or settlement protection is required to be made to you. You are the lender, buyer, borrower or seller of property identified as:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Closing or settlement protection is available to you in accordance with the guidelines of Fidelity National Title Insurance Company and in the form approved by the Alabama Department of Insurance. The cost to you for this closing or settlement protection is charged per covered party as set out below.

Subject to the Conditions and Exclusions contained in the Closing Protection Letter (the "CPL"), closing or settlement protection indemnifies the Covered Party against loss of closing or settlement funds because of one of the following acts of the settlement agent named in the CPL:

- 1) Theft or misappropriation of settlement funds, but only to the extent that the theft relates to the status of the title to the interest in land proposed to be insured in a title commitment or title insurance policies issued by the title insurer issuing the CPL, or to the validity, enforceability, and priority of the lien of the mortgage on that interest in land.
- 2) Failure to comply with the written closing instructions when agreed to by the settlement agent, but only to the extent that the failure to follow the instructions relates to the status of title to the interest in land proposed to be insured in a title commitment or title insurance policies issued by the title insurer issuing the CPL, or to the validity, enforceability, and priority of the lien of the mortgage on that interest in land.

You are covered by closing or settlement protection only if you are named as a Covered Party on the CPL, or if you have indicated below that you request settlement or closing protection, and have paid the quoted cost.

If title insurance is not purchased by any party, this offer of closing or settlement protection is VOID, or if the commitment or title insurance policies are issued by a different underwriter than the underwriter who issued the CPL, this offer of closing or settlement protection is VOID.

If you are uncertain as to whether you should obtain closing or settlement protection, you are urged to seek independent advice. Lender requests settlement or closing protection per its written closing instructions to settlement provider or declines as set out below.

Buyer/Borrower(s)	request _____ decline _____	settlement or closing protection charge \$25.00
Seller(s)	request _____ decline _____	settlement or closing protection charge \$50.00
Lender	requests _____ decline _____	settlement or closing protection charge \$25.00

**TOTAL** \$ \_\_\_\_\_

BALDWIN COUNTY COMMISSION

BY: Joe Davis, III  
Joe Davis, III, Chairman

ESTATE OF JOSEPH JAMES  
GOTTLER JR.

BY: \_\_\_\_\_  
James L. Horak, Sr., Personal Rep.

Remit payment to: Fidelity National Title Insurance Company



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- 1) Theft or misappropriation of settlement funds, but only to the extent that the theft relates to the status of the title to the interest in land proposed to be insured in a title commitment or title insurance policies issued by the title insurer issuing the CPL, or to the validity, enforceability, and priority of the lien of the mortgage on that interest in land.
- 2) Failure to comply with the written closing instructions when agreed to by the settlement agent, but only to the extent that the failure to follow the instructions relates to the status of title to the interest in land proposed to be insured in a title commitment or title insurance policies issued by the title insurer issuing the CPL, or to the validity, enforceability, and priority of the lien of the mortgage on that interest in land.

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Buyer/Borrower(s) request ☐ decline ☐ settlement or closing protection charge \$25.00

Seller(s) request ☐ decline ☒ settlement or closing protection charge \$50.00

Lender requests ☐ decline ☐ settlement or closing protection charge \$25.00

**TOTAL** \$ 0

BALDWIN COUNTY COMMISSION

ESTATE OF JOSEPH JAMES  
GOTTLER JR.

BY: \_\_\_\_\_  
Joe Davis, III, Chairman

BY: James L. Horak, Sr.  
James L. Horak, Sr., Personal Rep.

Remit payment to: Fidelity National Title Insurance Company

EXHIBIT "A"

N 1/2 of NW 1/4 of NW 1/4 of NE 1/4, Section 36, Township 6 South, Range 5 East, Baldwin County, Alabama.

**PROFESSIONAL LAND TITLE, INC.**  
**GULF SHORES, ALABAMA**  
**TELEPHONE (251) 968-2700 - FAX (251) 968-6794**

**PHYSICAL ADDRESS:**  
3479A GULF SHORES PARKWAY  
GULF SHORES, AL 36542

**MAILING ADDRESS:**  
POST OFFICE BOX 2999  
GULF SHORES, AL 36547

**PRIVACY POLICY**

Federal Law generally prohibits any financial institution or insurance agency directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed.

"Non-public personal information" generally includes any personally identifiable financial information provided by a customer or consumer to a financial institution to obtain a financial product or service. In compliance with this Act, we are providing you with this document, which notifies you of the privacy policies and practices of Professional Land Title, Inc.

We may collect nonpublic personal information about you from the following sources:

Information we received from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;

- Information about your transaction we secure from our files, our affiliated companies, or others;
- Information we receive from a consumer reporting agency, and ;
- Information we receive from others involved in your transaction, such as the real estate agent or lender.
- We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party.

**WE DO NOT DISCLOSE ANY NONPUBLIC INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.**

Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. We do not sell customer information.

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We authorize access to an individual's information only to those who have a legitimate need to know in order to provide our products and services, or as required by law. Employees who have no access to information about an individual are required to follow company procedures designed to keep that information secure and confidential. We maintain physical, electronic and procedural safeguards to protect information about individuals.

**ALL PARTIES ATTENDING CLOSING MUST SIGN THIS PRIVACY NOTICE INCLUDING PRINTING THEIR NAME BELOW THEIR SIGNATURE AND THE REASON FOR ATTENDING CLOSING, i.e., Buyer, Seller, Agent, Loan Officer, etc.**

Date: March 4, 2021

File # 20-18142

James L. Hall Jr.  
By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

**PROFESSIONAL LAND TITLE, INC.  
GULF SHORES, ALABAMA  
TELEPHONE (251) 968-2700 - FAX (251) 968-6794**

**PHYSICAL ADDRESS:**  
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"Non-public personal information" generally includes any personally identifiable financial information provided by a customer or consumer to a financial institution to obtain a financial product or service. In compliance with this Act, we are providing you with this document, which notifies you of the privacy policies and practices of Professional Land Title, Inc.

We may collect nonpublic personal information about you from the following sources:

Information we received from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;

- Information about your transaction we secure from our files, our affiliated companies, or others;
- Information we receive from a consumer reporting agency, and ;
- Information we receive from others involved in your transaction, such as the real estate agent or lender.
- We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party.

**WE DO NOT DISCLOSE ANY NONPUBLIC INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.**

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We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We authorize access to an individual's information only to those who have a legitimate need to know in order to provide our products and services, or as required by law. Employees who have no access to information about an individual are required to follow company procedures designed to keep that information secure and confidential. We maintain physical, electronic and procedural safeguards to protect information about individuals.

**ALL PARTIES ATTENDING CLOSING MUST SIGN THIS PRIVACY NOTICE INCLUDING PRINTING THEIR NAME BELOW THEIR SIGNATURE AND THE REASON FOR ATTENDING CLOSING, i.e., Buyer, Seller, Agent, Loan Officer, etc.**

Date: \_\_\_\_\_

File # 20-18142

By: \_\_\_\_\_

By:  \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_