

**UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
FT MYERS DIVISION**

In Re:

ULRICH FELIX ANTON ENGLER

**Case No. 9:08-bk-04360-ALP
Chapter 7**

Debtor(s)

**FIDELITY NATIONAL RANCH PROPERTY'S AFFIDAVIT IN SUPPORT
OF MOTION FOR RELIEF FROM OR MODIFICATION OF AUTOMATIC STAY**

1. My name is **Gregory S. Lane**. I am over the age of eighteen (18) years and am competent to execute this Affidavit.

2. I am the Executive Vice President and Chief Operating Officer for Fidelity National Timber Resources, Inc., f/k/a Fidelity National Ranch Properties, Inc. ("Fidelity National"), and have held this position since May 25, 2006.

3. I have personal knowledge of the facts set forth in this Affidavit, or I have determined such facts from an examination of business records kept by Fidelity National. All of these business records are made and kept by Fidelity National in the regular course of its business and are made at or near the time by, or from information transmitted by, persons with personal knowledge of the facts contained in such business records. The regular practice of Fidelity National is to make and keep these business records. The business records that I have examined are in Fidelity National's custody, supervision, or control, and are complete, accurate, and correct to the best of my knowledge.

4. On or about November 9, 2006, Fidelity National entered into a Real Estate Purchase and Sale Agreement with Engler Land Investments LLC or its Assigns as Buyer, for the sale of approximately three thousand (3,000) acres of real property in Teton and Madison Counties, Idaho, for the approximate sum of \$20,000,000.00. The Buyer's interest under the Real

Estate Purchase and Sale Agreement was assigned to Douglas Investments LLC ("Douglas"). A copy of the Real Estate Purchase and Sale Agreement is attached hereto as Exhibit "A".

5. The closing on the Real Estate Purchase and Sale Agreement from Fidelity National to Douglas occurred on or about December 22, 2006. A copy of the Closing Statement is attached hereto as Exhibit "B".

6. The Real Estate Purchase and Sale Agreement provided for the payment of the balance of the purchase price in annual installments. On or about September 1, 2008, Douglas was obligated to make another payment on the Real Estate Purchase and Sale Agreement in the approximate amount of \$2,000,000.00 and such payment has not been timely made.

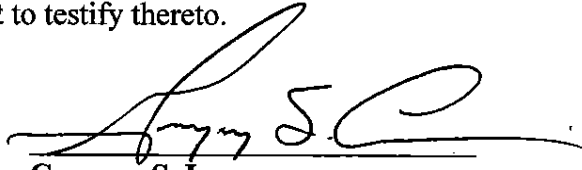
7. By the terms of the Real Estate Purchase and Sale Agreement, title remains vested in Fidelity National until the purchase price has been paid in full. With the default by Douglas, Fidelity National has the right to any and all remedies available under the terms of said Agreement and under Idaho law, including but not necessarily limited to recovery of possession of the subject property free and clear of any right, title or interest of Douglas, and foreclosure in appropriate state court proceedings of any interest claiming by, through or under Douglas.

8. Subsequent to the Petition Date, Douglas, who is Fidelity National's debtor, executed and recorded, for no apparent additional consideration, a Real Estate Mortgage to Robert Tardif, Engler's Chapter 7 Trustee ("Trustee"), as evidenced by the attached mortgages dated November 14, 2008, and recorded November 14, 2008 in Teton County, Idaho and November 17, 2008 in Madison County, Idaho. Copies of the mortgages are attached hereto as Composite Exhibit "C".

9. To the best of Affiant's knowledge, information and belief, other than Douglas, as the Buyer, and the Trustee, as the Mortgagee under the mortgages attached hereto as Exhibit "C", no other persons or parties have any interest in the subject property.

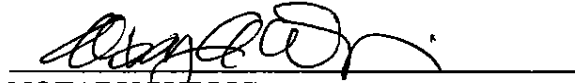
FURTHER AFFIANT SAYETH NAUGHT

I swear under penalty of perjury that the above statements are true and correct to the best of my knowledge, and that I am competent to testify thereto.


Gregory S. Lane

Dated: January 21, 2009

Sworn to and subscribed before me this 21st day of January, 2009, by **Gregory S. Lane**, as Executive Vice president and Chief Operating officer of Fidelity National, who is personally known to me.


NOTARY PUBLIC
Name: Abby E. Collins
My Commission Expires: July 6, 2010

