


UNITED STATES BANKRUPTCY COURT Middle District of Florida, Jacksonville Div.		PROOF OF CLAIM
Name of Debtor: TAYLOR, BEAN & WHITAKER MORTGAGE CORP.		Case Number: 3:09-bk-07047-JAF
<small>NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.</small>		
Name of Creditor (the person or other entity to whom the debtor owes money or property): Debbie Toll		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: _____ (If known) Filed on: _____
Name and address where notices should be sent: 4649 SW 103 Street Road, Ocala, FL 34476		
Telephone number: (352) 615-5714 cell or (352) 629-1941 work, daytime		
Name and address where payment should be sent (if different from above): <div style="text-align: center; font-size: 1.2em;">SAME CLAIM FILED</div> JACKSONVILLE, FLORIDA		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check this box if you are the debtor or trustee in this case.
Telephone number: _____		
1. Amount of Claim as of Date Case Filed: \$ _____ NOV 30 2009 <small>If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4.</small> <small>If all or part of your claim is entitled to priority, complete item 5.</small> <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.		5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount. Specify the priority of the claim. <input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Wages, salaries, or commissions (up to \$10,950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier – 11 U.S.C. §507 (a)(4). <input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. §507 (a)(5). <input checked="" type="checkbox"/> Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. §507 (a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. §507 (a)(8). <input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. §507 (a)().
2. Basis for Claim: <u>contractual lease obligation to buy rental home to a family</u> <small>(See instruction #2 on reverse side.)</small>		
3. Last four digits of any number by which creditor identifies debtor: <u>unknown</u> 3a. Debtor may have scheduled account as: <u>TBW case # 1960279</u> <small>(See instruction #3a on reverse side.)</small>		
4. Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information. Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: _____ Value of Property: \$ _____ Annual Interest Rate: _____ % Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ _____ Basis for perfection: _____ Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____		
6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim. 7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. <small>(See instruction 7 and definition of "redacted" on reverse side.)</small> DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain: _____		
Date: 11/25/09 Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the name and address above. Attach copy of power of attorney, if any. <div style="text-align: center; font-size: 1.2em;">Debbie C. Toll</div>		FOR COURT USE ONLY <div style="text-align: center;">  00329 </div>

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

and paying timely monthly payments. Debtor accepts monthly payments.
We want to protect our interest and right to live in this house and option to buy

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, there may be exceptions to these general rules.

Items to be completed in Proof of Claim form**Court, Name of Debtor, and Case Number:**

Fill in the federal judicial district where the bankruptcy case was filed (for example, Central District of California), the bankruptcy debtor's name, and the bankruptcy case number. If the creditor received a notice of the case from the bankruptcy court, all of this information is located at the top of the notice.

Creditor's Name and Address:

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

1. Amount of Claim as of Date Case Filed:

State the total amount owed to the creditor on the date of the Bankruptcy filing. Follow the instructions concerning whether to complete items 4 and 5. Check the box if interest or other charges are included in the claim.

2. Basis for Claim:

State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card. If the claim is based on the delivery of health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information. You may be required to provide additional disclosure if the trustee or another party in interest files an objection to your claim.

3. Last Four Digits of Any Number by Which Creditor Identifies Debtor:

State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor.

3a. Debtor May Have Scheduled Account As:

Use this space to report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.

4. Secured Claim:

Check the appropriate box and provide the requested information if the claim is fully or partially secured. Skip this section if the claim is entirely unsecured. (See DEFINITIONS, below.) State the type and the value of property that secures the claim, attach copies of lien documentation, and state annual interest rate and the amount past due on the claim as of the date of the bankruptcy filing.

5. Amount of Claim Entitled to Priority Under 11 U.S.C. §507(a).

If any portion of your claim falls in one or more of the listed categories, check the appropriate box(es) and state the amount entitled to priority. (See DEFINITIONS, below.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

6. Credits:

An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

7. Documents:

Attach to this proof of claim form redacted copies documenting the existence of the debt and of any lien securing the debt. You may also attach a summary. You must also attach copies of documents that evidence perfection of any security interest. You may also attach a summary. FRBP 3001(c) and (d). If the claim is based on the delivery of health care goods or services, see instruction 2. Do not send original documents, as attachments may be destroyed after scanning.

Date and Signature:

The person filing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2), authorizes courts to establish local rules specifying what constitutes a signature. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. Attach a complete copy of any power of attorney. Criminal penalties apply for making a false statement on a proof of claim.

DEFINITIONS**Debtor**

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

Creditor

A creditor is a person, corporation, or other entity owed a debt by the debtor that arose on or before the date of the bankruptcy filing. See 11 U.S.C. §101 (10)

Claim

A claim is the creditor's right to receive payment on a debt owed by the debtor that arose on the date of the bankruptcy filing. See 11 U.S.C. §101 (5). A claim may be secured or unsecured.

Proof of Claim

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the clerk of the same bankruptcy court in which the bankruptcy case was filed.

Secured Claim Under 11 U.S.C. §506(a)

A secured claim is one backed by a lien on property of the debtor. The claim is secured so long as the creditor has the right to be paid from the property prior to other creditors. The amount of the secured claim cannot exceed the value of the property. Any amount owed to the creditor in excess of the value of the property is an unsecured claim. Examples of liens on property include a mortgage on real estate or a security interest in a car.

A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment is a lien. A claim also may be secured if the creditor owes the debtor money (has a right to setoff).

Unsecured Claim

An unsecured claim is one that does not meet the requirements of a secured claim. A claim may be partly unsecured if the amount of the claim exceeds the value of the property on which the creditor has a lien.

Claim Entitled to Priority Under 11 U.S.C. §507(a)

Priority claims are certain categories of unsecured claims that are paid from the available money or property in a bankruptcy case before other unsecured claims.

Redacted

A document has been redacted when the person filing it has masked, edited out, or otherwise deleted, certain information. A creditor should redact and use only the last four digits of any social-security, individual's tax-identification, or financial-account number, all but the initials of a minor's name and only the year of any person's date of birth.

Evidence of Perfection

Evidence of perfection may include a mortgage, lien, certificate of title, financing statement, or other document showing that the lien has been filed or recorded.

INFORMATION**Acknowledgment of Filing of Claim**

To receive acknowledgment of your filing, you may either enclose a stamped self-addressed envelope and a copy of this proof of claim or you may access the court's PACER system (www.pacer.psc.uscourts.gov) for a small fee to view your filed proof of claim.

Offers to Purchase a Claim

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(c), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 *et seq.*), and any applicable orders of the bankruptcy court.

11/25/09

Dear Honorable Bankruptcy Clerk, Judge & Trustee:

I am a former TBW employee, who lost her job and now possibly home. I am filing this claim as a lay person in hopes to save my home. The holidays are approaching and we are marrying in February 2010.

Please help us in saving our home in that our lease option to buy REO home contractual obligation will be honored. I have a son in a middle school and we are a happy family living in this home. The loss would force us to be homeless and complete loss beyond words, devastation. Both my fiance and I became unemployed about the same time and now we are both employed again, yet we managed to pay timely and TBW continues to accept and cash our payments. We beg this honorable Court to enforce and honor this contract. We have all proof of insurance, payments and utilities as required contractually. We have met and honored the requirements and pray this Court help us. It is our intention to continue this lease option to buy for the two year term and try to obtain a mortgage within the two years. Thank you.

FYI —
(copy) original
filed w/ court

Sincerely,
Dubbie C. Tol

Mail original claim and copies of supporting documentation to:

If by regular mail

TB&W Mortgage
c/o BMC Group, Claims Processing
P.O. Box 3020
Chanhassen, MN 55317-3020

If by messenger or overnight courier

TB&W Mortgage
c/o BMC Group, Claims Processing
18750 Lake Drive East
Chanhassen, MN 55317

Once filed, a "Filed" stamped copy of the claim will be returned to the claimant within three (3) business days of docketing **If** the claimant encloses a stamped, self-addressed envelope with a copy of the proof of claim.



Perfecting the Art of Mortgage Lending

LEASE AGREEMENT

THIS LEASE, made in duplicate this 13th day of July, 2009 Between Taylor, Bean, & Whitaker Mortgage Corp., hereinafter called the Lessors, and Debbie C. Toil and Gregg Alan Anderson hereinafter called the Lessees, of 4649 SW 103rd Street Road, Ocala, FL 34476

WITNESSETH:

That in consideration of the mutual covenants and premises hereinafter set forth and other good and valuable consideration, it is mutually covenanted and agreed; that the Lessors do hereby lease and let unto the Lessees, the real property located in Marion County, State of Florida described as:

Upon the following terms and conditions:

1. The term of this Lease shall commence on August 1, 2009, and shall be for a term of One year, ending July 31, 2010.
2. The Lessees agree to pay as rental the sum of \$950.00 per month, payable in advance on the 1st day of each month of which \$0.00 per month will be applied towards the down payment. Lessors acknowledge receipt of the sum of \$1,200.00, representing rent for the first month thereof along with a deposit of \$250.00.
3. The Lessees shall hold the Lessors harmless from all Liability or loss by reason of damage or injury, either real or asserted, to person and/or property occurring on or within the premises hereby leased, caused by the negligence of the Lessees or their agents, servants or employees or any of them, and Lessees at their expense, shall take out and maintain in full force at all times public liability insurance in a company or companies acceptable to the Lessors, for the benefit and protection of the Lessors as well as the Lessees with limits of not less than \$50,000.00 for one person and \$100,000.00 for one accident, copies of each such policy to be delivered by the Lessees to the Lessors.
4. Lessees accept the premises in "as-is" condition, with exception of a termite inspection according to normal contract, and shall be solely responsible for all maintenance of the property during the term of this lease. Lessees agree not to permit waste or impairment of the premises and to return the same to the Lessors at the end of this lease in as good condition as they now are, normal wear and tear expected.
5. At all times that this lease remains in force and effect, the Lessees agree that the leased premises shall not be used for any unlawful purpose, and that the Lessees will not do, or suffer anything to be done upon the leased premises which amount to a nuisance.
6. Should the Lessees breach any covenant or agreement on their part to be preformed, including the payment of rent, the Lessors may, in addition to all other

Lessee Initials

DT *GA*

1 of 4

Lessors Initials

DT

remedies provided by this Lease or by law, give the Lessees thirty (30) days notice in writing that Lessors elects to terminate this Lease. Unless the Lessees shall within such thirty (30) day period perform the covenants and agreements in respect to which the Lessees shall then be in default, upon the expiration of such thirty (30) day period this Lease shall terminate and the Lessors may re-enter and repossess the demised premises, free from the Lease. If the Lessees shall be unable with reasonable diligence to remedy such default within such thirty (30) day period, they shall have a reasonable time to do so. If rent is not paid by the fifteenth of the month, there will be a 5% late fee.

7. In further consideration of the sum of \$1,200.00 paid upon the signing of this agreement, the Lessors hereby grants to the Lessees, so long as they shall not be in default hereunder, the exclusive right and option to purchase the above described lands upon the following terms:

- A. Exercise of option at least thirty (30) days prior to the expiration of the lease term shall be accomplished by written notice of Lessee's election to exercise, mailed or delivered to Lessors at the following address:

315 NE 14th Street
Ocala, FL 34470

Attention: Paige Murphy, REO Department

Failure to exercise will result in forfeiture of deposit paid and termination of lease and option.

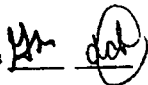
- B. The purchase price to be paid by Buyers shall be \$160,000.00, payable as follows:

<u>1. Option Deposit</u>	<u>\$ 0.00</u>
<u>2. New Mortgage to be obtained by buyer</u>	<u>\$ 160,000.00</u>
<u>3. Cash on closing</u>	<u>\$ 0.00</u>
<u>4. Less rent credit (\$0.00 Per Month)</u>	<u>\$ 0.00</u>

- C. Should Lessors fail to perform as agreed, Lessees shall be entitled to specific performance and damages. Should Lessees fail to perform, Lessors shall be entitled to retain all sums theretofore paid, as agreed and liquidated damages, provided Lessees return possession promptly.

8. This Lease shall be binding upon and inure to the benefit of the Lessors and Lessees, Their respective heirs, legal representative's successors and assigns, who shall be deemed included in the terms "Lessors" and "Lessees" wherever used in this Lease. This Lease may not be assigned by Lessees without Lessor's consent.
9. Should litigation arise from disagreement under this contract, the prevailing party shall be entitled to recover all costs incurred, including attorney's fees.
10. During all terms of this lease, Lessors agree to pay for the Hazard and Property Insurance Premiums, and the Real Estate Taxes.
11. This Lease Agreement shall be renewable at the end of a one year period if necessary.
12. If there are any builder warranties available, warranties will be transferred to the Lessee.

Lessee's Initials



2 of 4

Lessor's Initials:



IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals this
day of July, 2009

Signed, sealed and delivered in our presence as witnesses:

Debbie C. Toil
Lessee: Debbie C. Toil

Joe W. Ellis
Lessor: Taylor, Bean & Whitaker
Mortgage, Corp., By Joe W. Ellis, Vice
President

Gregg Alan Anderson
Lessee: Gregg Alan Anderson

Kathy D. Aderholt
Witness Signature for Lessee

Kathy D. Aderholt
Printed Name

Jennifer Brock
Witness Signature for Lessee

Jennifer Brock
Printed Name

Carole Morrissey
Witness Signature for Lessor

Carole Morrissey
Printed Name

Brittany Hall
Witness Signature for Lessor

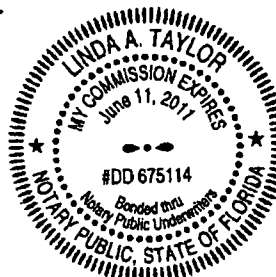
Brittany Hall
Printed Name

STATE OF Florida
COUNTY OF Marion

On this 16 day of July, 2009, before me, the undersigned, a Notary Public in and for
said County and State, personally appeared Debbie C. Toil and Gregg Alan Anderson
who is/are personally know to me or who has produced a Florida Driver's
Licenses as identification.

Linda A. Taylor
Notary Signature Linda A. Taylor

Linda A. Taylor
Notary Printed Name
My Commission Expires: June 11, 2011

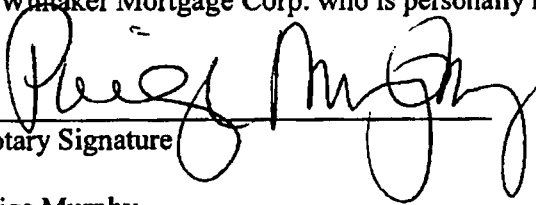


Lessee's Initials DT GA

Lessor's Initials: JB

STATE OF FLORIDA
COUNTY OF MARION

On this 21 day of July, 2009, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Joe W. Ellis, Vice President for Taylor, Bean & Whitaker Mortgage Corp. who is personally know to me.

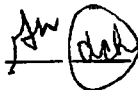


Notary Signature

Paige Murphy
Notary Printed Name
My Commission Expires: 04/17/2013

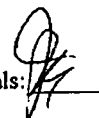


Lessee Initials



4 of 4

Lessor Initials:



eChecks

Draft number 3031 cleared your account on 07/21/2009. Amount: \$600.00

THIS DOCUMENT HAS A COPIED BACKGROUND. IF YOU SEE THIS MESSAGE, IT MEANS THE DOCUMENT HAS AN ANTI-COUNTERFEIT WATERMARK.

Gregg A. Anderson 1020 NW 89th Drive Gainesville, FL 32606 352 491.2885	Campus USA Credit Union P.O. Box 147029 Gainesville, FL 32614	3031 63-7847 / 2831
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PAY TO THE ORDER OF Taylor, Bean & Whitaker Date 7/9/09
Six Hundred and no/100 \$ 600.00
DOLLARS

MEMO 4649 SW 103 St. Rd. Y. Bean Sr.
1960279

⑆263478478⑆ 02639253⑆ 3031 ⑆0000060000⑆

TAYLOR, BEAN & WHITAKER
07/17/09 OPERATOR: 69

FOR DEPOSIT ONLY
8037192645
07/22/09
COLONIAL BANK ORLANDO FL
072009
⑆663113222⑆
3071138160

Click on a check to view enhanced image and print.

[View Another Draft](#) | [View Your Account Summary](#) | [View a Statement](#) | [View a Form](#) | [View a Notice](#)

Amount: \$600.00
Account: 5484104860
Bank Number: 06300004

Sequence Number: 6650221457
Capture Date: 07/21/2009
Check Number: 1590

DEBBIE CHICA TOIL 05-02
GREGG ALAN ANDERSON
1020 N.W. 89TH DR.
GAINESVILLE, FL 32606-7115

1590

63-4/630 FL
1066

7/9/09

Date

Pay to the
Order of

Taylor, Bean & Whitaker + \$600.00
Six hundred + no 00/100 cents Dollars

Bank of America

ACH R/T 063100277

For

4649 SW 103 St. Rd

Debbie C. A.

⑆06300004⑆ 005484104860 1590 ⑆00000060000⑆

Merland Clerk

TAYLOR, BEAN & WHITAKER

07/17/09 OPERATOR: 69

Jul 20 09

FOR DEPOSIT ONLY
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84294

BANK OF AMERICA, NA, JAX
011600130 000001 07/21/09
COLUMBIA BANK RELAY
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August 19, 2009

GREGG ANDERSON
4649 SW 103RD STREET RD
OCALA Florida 34476

Re: We Have Changed Our Name

Dear GREGG ANDERSON:
Policy Number: 971404776
Effective Date: 7/30/2009

Thank you for choosing us for your insurance protection.

We are writing to let you know that we have changed the name of our company from **Allstate Floridian Indemnity Company** to **Castle Key Indemnity Company**. **Castle Key Indemnity Company** is a wholly owned subsidiary of the Allstate Insurance Company* and is a financially strong company with a Financial Stability Rating® of A' (A Prime), *Unsurpassed*, from Demotech, Inc., an independent financial analysis and actuarial services firm.

Please note that we are not transferring your policy to a different insurance company; we are simply changing the name of the **Allstate Floridian Indemnity Company**.

This change is effective immediately and is described in the enclosed Endorsement. Please review the enclosed Endorsement and keep it with your other important papers.

About Your Coverage

Rest assured that this name change does not alter your insurance coverage in any way. Your coverages, deductibles, discounts and premium are identical to those on your policy before the name change. You continue to have the same level of protection.

Your Property Insurance Agent

This name change also does not impact your ability to work with your current insurance agent. MICHAEL CARROLL AGY will now be your Castle Key representative and can continue servicing your insurance policy and helping to address your protection needs.

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Policy Endorsement

The following endorsement changes your policy. Please read this document carefully and keep it with your policy.

Company Name Change Amendatory Endorsement AP4682

Allstate Floridian Indemnity Company has changed its name to Castle Key Indemnity Company. Accordingly, your policy is amended as follows:

Except with respect to this Company Name Change Amendatory Endorsement, every reference in the policy to "Allstate," "Allstate Floridian Indemnity" and "Allstate Floridian Indemnity Company" is changed to "Castle Key Indemnity Company."

All other policy terms and conditions apply.



ALLSTATE FLORIDIAN INDEMNITY COMPANY

FLORIDA

Application No. 000038921086803

HOME OFFICE

St. Petersburg, Florida

Applicant Name : GREGG ANDERSON
Address : 4649 SW 103RD STREET ROAD
City : OCALA
Home Phone No. : (352)671-0349

St : FL Zip Code : 34476
County: MARION

LOCATION OF PROPERTY : SAME

POLICY DISTRIBUTION/BILLING

Policy sent to: INSURED
Initial premium notice sent to: INSURED
Renewal premium notice sent to: INSURED

THIRD PARTY INFORMATION

ADDITIONAL INTERESTED PARTY

Name : TAYLOR BEAN & WHITAKER MTG CORP ISAOA ATIMA
Address : 1417 N MAGNOLIA AVE Directory Code: 000619
City : OCALA St : FL Zip Code : 34475

ADDITIONAL INSURED INFORMATION

Occupant Non-Relative

First Name : DEBBIE
Last Name : TOIL

Middle Initial :

ADULT OCCUPANTS

OCC.OCCUPANT	SOCIAL SEC. NO.	RELATION TO INS.	BIRTH DATE	SEX	OCCUPATION
1 GREGG ANDERSON	XXX-XX-9564	SA	01/21/1957	M	EM EMPLOYED
2 DEBBIE TOIL	XXX-XX-6443	UN	06/29/1968	F	EM EMPLOYED

HOUSEHOLD INFORMATION

Total number of occupants in household: 2

Is the residence regularly unoccupied during the day or evening by all adult occupants in the household?: NO

Number of dogs on premises: NONE

Is The Rental Unit a Dormitory, Military Barracks, Farm, Mobilehome, Manufactured Home, Nursing Home or assisted Living facility? NO

POLICY TYPE - RENTERS

ALLSTATE FLORIDIAN INDEMNITY COMPANY

FLORIDA

HOME OFFICE
St. Petersburg, Florida

Application No. 000038921086803

SCHEDULED PERSONAL PROPERTY COVERAGES: NONE

LOSS DEDUCTIBLES APPLIED

The following loss deductibles apply as specified below.

Other Peril \$500 to loss to the covered property from all insured perils.
Hurricane Deductible* \$500

* The Hurricane Deductible applicable at the time of loss may be higher or lower than the deductible listed above. Please read any applicable Hurricane Deductible Endorsement carefully.

DISCOUNTS APPLIED

The following discounts have been applied to reduce your insurance premium.
Protective Device

VALUE OF PERSONAL PROPERTY - APPROXIMATE VALUE OF PERSONAL PROPERTY IN THE FOLLOWING CATEGORIES: (Note: The values listed are not an indication of amount of coverage. You must purchase increased protection for items in these categories over the dollar amounts specified in the policy in order to extend the Personal Property Protection Coverage. See the policy for the coverage limits on these items and see above under the section titled "Section III Optional Coverages/Increased Coverages Applied" for your specific increased limits.)

Jewelry:	Watches:	Furs:
Silverware:	Cameras:	Stereo:

PREMIUM INFORMATION

Total Estimated Annual Policy Premium:	\$123.78 *	
Amount Paid:	\$123.78	Credit/Debit/ATM Card

* Total Premium includes charges of

\$1.16 for 01/2007 Florida Hurricane Catastrophe Fund Emergency Assessment
and \$1.62 for 01/2007 Citizens Property Insurance Corporation Emergency Assessment - 2005
and \$3.00 for 08/2008 Florida Insurance Guaranty Association Regular Assessment - 2007
and \$2.00 for Emergency Management Preparedness & Assistance Trust Fund

DWELLING INFORMATION

No. Apts./Family Units: 1	
No. of Rooms:	Construction: Brick (Solid Brick, Stone, Masonry)
Unit Residence: Primary	Unit type: HOME
Total Number of Floors in Building: 1	
Year Built: 2007	Floor Number of Residence: 1

PROTECTIVE DEVICES INSTALLED

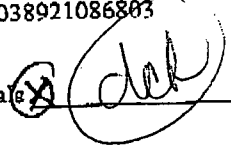
Deadbolt Locks (all exterior doors)
Smoke Detector (each floor)
Fire Extinguisher

ALLSTATE FLORIDIAN INDEMNITY COMPANY

FLORIDA

HOME OFFICE
St. Petersburg, Florida

Application No. 000038921086803

Applicant's Initials 

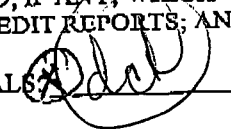
LOSS MITIGATION DEVICES: NONE

Is there any store, business or professional activity in the building, at the applicant's premises, or at additional premises owned by the applicant? NO

Effective date of first qualifying Allstate property policy providing continuous coverage to date: 07/29/2009
OTHER ALLSTATE POLICIES (CROSS INDEX): NONE

REMARKS: NONE

NOTICE: AS PART OF OUR UNDERWRITING/QUALIFICATION PROCEDURE AND SUBJECT TO APPLICABLE LAWS AND REGULATIONS, WE MAY OBTAIN INFORMATION REGARDING YOU AND OTHER INDIVIDUALS WHO MAY BE COVERED BY THE INSURANCE YOU ARE APPLYING FOR, INCLUDING: (I) DRIVING RECORD, BASED ON STATE MOTOR VEHICLE REPORTS AND LOSS INFORMATION REPORTS; (II) YOUR PRIOR INSURANCE RECORD, IF ANY, WHICH WILL BE OBTAINED FROM YOUR CURRENT OR PRIOR CARRIER(S); (III) CREDIT REPORTS; AND (IV) CLAIM HISTORY, BASED ON LOSS INFORMATION REPORTS.

APPLICANT'S INITIALS 

Any insurance bound hereunder shall otherwise be subject in all respects to the terms and conditions of the regular policy forms of the Company at present in use and to the statements in this application. Any insurance is bound only for such items, perils, coverages, forms of coverage, limits of insurance and amounts of insurance as are indicated on the face hereof, and only those additional Renters coverages are bound for which a premium is indicated.

If you believe your credit information was adversely impacted by extraordinary medical or other circumstances, you have the right to appeal this decision.
Please contact your Allstate Representative for additional information.

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD, OR DECEIVE ANY INSURER FILES A STATEMENT OF CLAIM OR AN APPLICATION CONTAINING ANY FALSE, INCOMPLETE, OR MISLEADING INFORMATION IS GUILTY OF A FELONY OF THE THIRD DEGREE.

BINDER PROVISION - In reliance on the statements in this application and subject to the terms and conditions of the policy authorized for the Company's issuance to the applicant, the Company named above binds the insurance applied for, to

become effective: 12:17 PM 07/29/2009

Transaction time/date: 12:17 PM 07/29/2009

Any insurance bound shall continue in force until terminated by mailing notice as specified above, or until a policy is issued, notwithstanding the limitation on the binder period specified above.
To the best of my knowledge the statements made on this application, including any attachments, are true. I request the Company, in reliance on these statements, to issue the insurance applied for. The Company may recompute the premium shown if the statements made herein are not true. In the event of any misrepresentation or concealment made by me or with my knowledge in connection with this application, the

ALLSTATE FLORIDIAN INDEMNITY COMPANY

FLORIDA

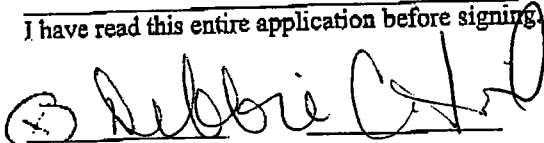
Application No. 000038921086803

HOME OFFICE

St. Petersburg, Florida

Company may deem this binder and any policy issued pursuant to this application, void from its inception. This means that the Company will not be liable for any claims or damages which would otherwise be covered.

I have read this entire application before signing


Applicant's Signature

7/29/09
Date

☐ I have inspected the premises.

☐ I have not inspected the premises

Agent's Name: MICHAEL CARROLL

License Identification Number:

Agent's Signature

038081

Number

AA6

Location Code

Producer's Signature

SAR179 -9R

Allstate Floridian Indemnity Company
Florida

Authorization Form for Credit/Debit Card Transaction

HOME OFFICE
NORTHBROOK, ILLINOIS

CUSTOMER INFORMATION

Policy Number: 000038921086803

Policy Effective Date: 07/29

Insured's Name: GREGG ANDERSON

Mailing Address: 4649 SW 103RD STREET ROAD

City: OCALA

State: FL

Zip: 34476

CREDIT/DEBIT CARD INFORMATION

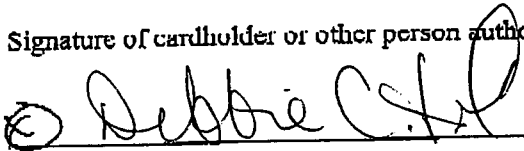
Payment Amount: \$123.78

Credit/Debit Card Number: *****4569

Reference Number: 32088062

I hereby authorize this credit/debit card transaction for the policy listed above.

Signature of cardholder or other person authorized to sign on the credit/debit card account.



Date 7/29/09

Instructions to the Agent:

Please give one signed copy to the customer and keep the other copy for your records.

Asset Manager: Joe Ellis

Case Number: 1960279

CONTRACT FOR THE SALE AND PURCHASE OF REAL ESTATE
(NO BROKER)

**WARNING: THIS CONTRACT HAS SUBSTANTIAL LEGAL CONSEQUENCES
AND THE PARTIES ARE ADVISED TO CONSULT LEGAL AND TAX COUNSEL.**

Taylor, Bean & Whitaker Mortgage Corp., a Florida Corporation (Seller), whether one or more, and Debbie C. Toil
And Gregg Alan Anderson (Buyer), whether one or more, do hereby covenant, contract and agree as follows:

1. **AGREEMENT TO SALE AND PURCHASE:** Seller agrees to sell, and Buyer agrees to buy from Seller the property described as follows: *(complete adequately to identify property)*

Lot _____, Block _____, Unit _____, Phase/Section _____, of _____ Subdivision, as recorded in Plat Book _____, Page(s) _____, Marion County, Florida.

Address: 4649 SW 103rd Street Road, Ocala, FL 34476

Or, being more specifically described as follows (or see attached exhibit):
SEE EXHIBIT ATTACHED HERETO AND MADE PART OF

Together with the following items, if any: *(Strike items to be retained by Seller)* curtains and rods, draperies and rods, valances, blinds, window shades, screens, shutters, awnings, wall-to-wall carpeting, mirrors fixed in place, ceiling fans, attic fans, mail boxes, television antennas and satellite dish system with controls and equipment, permanently installed heating and air-conditioning units, window air-conditioning units, built-in security and fire detection equipment, plumbing and lighting fixtures including chandeliers, water softener, stove, built-in kitchen equipment, garage door openers with controls, built-in cleaning equipment, all swimming pool equipment and maintenance accessories, shrubbery, landscaping, permanently installed outdoor cooking equipment, built-in fireplace screens, artificial fireplace logs and all other property owned by Seller and attached to the above described real property except the following property which is not included *(list items not included)*: N/A

All property sold by this contract is called the "Property."

2. **SALES PRICE:** The parties agree to the following sales price:

	Amount	Amount
Purchase Price	\$160,000.00	
Earnest Money		\$0.00
New Loan		\$160,000.00
Assumption of Loan		\$
Seller Financing		\$
Cash at Closing		\$0.00
Total (both columns should be equal)	\$160,000.00	\$160,000.00

Both columns should be an equal amount.

If the unpaid principal balance(s) of any assumed loan(s), if any, as of the Closing Date varies from the loan balance(s) stated above, the cash payable at closing will be adjusted by the amount of any variance.

Buyer Initials

JA deh

Seller Initials

JE

3. FINANCING: The following provisions apply with respect to financing:

- ☐ CASH SALE: This contract is not contingent on financing.
- ☐ OWNER FINANCING: Seller agrees to finance N/A dollars of the purchase price pursuant to a promissory note from Buyer to Seller of \$N/A, bearing N/A % interest per annum, payable over a term of N/A years with even monthly payments, secured by a deed of trust or mortgage lien with the first payment to begin on the N/A day of N/A, 20N/A.
- ☒ NEW LOAN OR ASSUMPTION: This contract is contingent on Buyer obtaining financing. Within 5 (FIVE) business days after the effective date of this contract, Buyer shall apply for all financing or noteholder's approval of any assumption, and obtain financing or assumption pre-approval. Financing or assumption approval will be deemed to have been obtained when the lender determines that Buyer has satisfied all of lender's financial requirements (those items relating to Buyer's net worth, income and creditworthiness). If Buyer intends to obtain a new loan, the loan will be of the following type:

☒ Conventional ☐ VA ☐ FHA ☐ Other: _____

The following provisions apply if a new loan is to be obtained:

FHA. It is expressly agreed that notwithstanding any other provisions of this contract, the Purchaser (Buyer) shall not be obligated to complete the purchase of the Property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless the Purchaser (Buyer) has been given in accordance with HUD/FHA or VA requirements a written statement by the Federal Housing Commissioner, Veterans Administration, or a Direct Endorsement lender setting forth the appraised value of the Property of not less than \$ PURCHASE PRICE. The Purchaser (Buyer) shall have the privilege and option of proceeding with consummation of the contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value nor the condition of the Property. The Purchaser (Buyer) should satisfy himself/herself that the price and condition of the Property are acceptable. Buyer herein out agrees and acknowledges Seller at his sole discretion reserves the right to cancel, terminate or release Purchaser (Buyer) if FHA Requirements require corrective action above and beyond 5% of purchase sales price. _____ (Initials) _____ (Initials)

VA. If Buyer is to pay the purchase price by obtaining a new VA-guaranteed loan: It is agreed that, notwithstanding any other provisions of this contract, Buyer shall not incur any penalty by forfeiture of earnest money or otherwise be obligated to complete the purchase of the Property described herein, if the contract purchase price or cost exceeds the reasonable value of the Property established by the Veterans Administration. Buyer shall, however, have the privilege and option of proceeding with the consummation of this contract without regard to the amount of the reasonable value established by the Veterans Administration. The Purchaser (Buyer) should satisfy himself/herself that the price and condition of the Property are acceptable. Buyer herein out agrees and acknowledges Seller at his sole discretion reserves the right to cancel, terminate or release Purchaser (Buyer) if VA Requirements require corrective action above and beyond 5% of purchase sales price. _____ (Initials) _____ (Initials)

Existing Loan Review. If an existing loan is not to be released at closing, Seller shall provide copies of the loan documents (including note, deed of trust or mortgage, modifications) to Buyer within N/A calendar days from acceptance of this contract. This contract is conditional upon Buyer's review and approval of the provisions of such loan documents. Buyer consents to the provisions of such loan documents if no written objection is received by Seller from Buyer within N/A calendar days from Buyer's receipt of such documents. If the lender's approval of a transfer of the Property is required, this contract is conditional upon Buyer's obtaining such approval without change in the terms of such loan, except as may be agreed by Buyer. If lender's approval is not obtained on or before N/A this contract shall be terminated on such date. The Seller ☒ shall ☐ shall not, be released from

Buyer Initials

HL dcl

Seller Initials

JP

liability under such existing loan. If Seller is to be released and release approval is not obtained, Seller may nevertheless elect to proceed to closing, or terminate this agreement in the sole discretion of Seller.

Credit Information. If Buyer is to pay all or part of the purchase price by executing a promissory note in favor of Seller or if an existing loan is not to be released at closing, this contract is conditional upon Seller's approval of Buyer's financial ability and creditworthiness, which approval shall be at Seller's sole and absolute discretion. In such case: (1) Buyer shall supply to Seller on or before N/A, at Buyer's expense, information and documents concerning Buyer's financial, employment and credit condition; (2) Buyer consents that Seller may verify Buyer's financial ability and creditworthiness; (3) any such information and documents received by Seller shall be held by Seller in confidence, and not released to others except to protect Seller's interest in this transaction; (4) if Seller does not provide written notice of Seller's disapproval to Buyer on or before N/A, then Seller waives this condition.

4. **EARNEST MONEY:** Buyer shall deposit \$ 0.00 as earnest money with Seller To Choose At Time Of Closing upon execution of this contract by both parties.

5. **PROPERTY CONDITION:**

INSPECTION PERIOD: Buyer will complete any inspections within 10 calendar days from the contract date.

☒ Buyer accepts the property in its "as-is" condition. The purchaser has satisfied themselves as to the condition of the property and will not protest the Seller for corrections or unknown or known deficiencies or defects.

MAINTENANCE, INSPECTIONS, AND REPAIR: Seller will keep the Property in the same condition from Effective Date until closing, except for normal wear and tear ("maintenance requirement") required by this Contract. Seller will provide access and the Buyer will be responsible for connecting any and all utilities for inspections. Buyer will repair all damages to the Property resulting from the inspections and return the Property to its pre-inspection condition.

Buyer hereby represents that he has personally inspected and examined the above-mentioned premises and all improvements thereon. Buyer hereby acknowledges that unless otherwise set forth in writing elsewhere in this contract neither Seller nor Seller's representatives, if any, have made any representations concerning the present or past structural condition of the improvements. Buyer and Seller agree to the following concerning the condition of the property:

SELLER'S DISCLOSURE OF LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS is required by Federal law for a residential dwelling constructed prior to 1978. An addendum providing such disclosure ☒ is attached ☐ is not applicable.

Buyer agrees that he will not hold Seller or its representatives responsible or liable for any present or future structural problems or damage to the foundation or slab of said property. If the subject residential dwelling was constructed prior to 1978, Buyer may conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards, to be completed within 10 (TEN) days after execution of this agreement. In the alternative, Buyer may waive the opportunity to conduct an assessment/inspection by indicating said waiver on the attached Lead-Based Paint Disclosure form.

MECHANICAL EQUIPMENT AND BUILT IN APPLIANCES: All such equipment is sold ☒ "as-is" without warranty, or ☐ shall be in good working order on the date of closing. Any repairs needed to mechanical equipment or appliances, if any, shall be the responsibility of ☐ Seller ☒ Buyer.

UTILITIES: Water is provided to the property by UNKNOWN, Sewer is provided by UNKNOWN. Gas is provided by UNKNOWN. Electricity is provided by UNKNOWN.

Buyer Initials

[Signature]

Seller Initials

[Signature]

Other:

The present condition of all utilities is accepted by Buyer.

ENERGY EFFICIENCY: Buyer (check one) ☐ acknowledges receipt of ☒ waives receipt of the Florida Building Energy-Efficiency Rating System brochure.

RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit. Buyer may, within the Inspection Period, have an appropriately licensed person test the Property for radon. If the radon level exceeds acceptable EPA standards, Seller may choose to reduce the radon level to an acceptable EPA level, failing which either party may cancel this Contract.

FLOOD ZONE: Buyer is advised to verify by survey, with the lender and with appropriate government agencies which flood zone the property is in, whether flood insurance is required, and what restrictions apply to improving the property and rebuilding in the event of loss. If the property is in a Special Flood Hazard Area or Coastal High Hazard Area and the buildings are below the minimum flood elevation, Buyer may cancel this contract by delivering written notice to Seller within 20 days from the effective date of this contract (date upon which Buyer and Seller have signed the contract), failing which Buyer accepts the existing elevation of the buildings and zone designation of the property.

HOMEOWNERS' ASSOCIATION: If membership in a homeowners' association is mandatory, an association disclosure summary is attached and incorporated into this Contract. BUYER SHOULD NOT SIGN THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE DISCLOSURE SUMMARY.

6. **CLOSING:** The closing of the sale will be on or before One Year from the Effective Date unless extended pursuant to the terms hereof. Closing shall be held at the office of the attorney or other closing agent ("Closing Agent") designated by the party paying for title insurance, or if no title insurance, designated by Seller. The Closing will take place at Seller To Choose At Time Of Closing.

Closing may be extended to within 7 days after objections to matters disclosed in the title abstract, certificate or Commitment or by the survey have been cured.

If financing or assumption approval has been obtained, the Closing Date will be extended up to 15 days if necessary to comply with lender's closing requirements (for example, appraisal, survey, insurance policies, lender-required repairs, closing documents). If either party fails to close this sale by the Closing Date, the non-defaulting party will be entitled to exercise the remedies contained herein. The closing date may also be extended by written agreement of all parties.

7. **TITLE:** Seller will convey marketable title to the Property by statutory warranty deed or trustee, personal representative or guardian deed as appropriate to Seller's status.

- (a) **Title Evidence:** Title evidence will show legal access to the Property and marketable title of record in Seller in accordance with current title standards adopted by the Florida Bar, subject only to the following title exceptions, none of which prevent residential use of the Property: covenants, easements and restrictions of record; matters of plat; existing zoning and government regulations; oil, gas and mineral rights of record if there is no right of entry; current taxes; mortgages that Buyer will assume; and encumbrances that Seller will discharge at or before closing. Seller will, prior to closing, deliver to Buyer Seller's choice of one of the following types of title evidence, which must be generally accepted

Buyer Initials

MA

Seller Initials

JS

in the county where the Property is located. Seller will use option (1) in Palm Beach County and option (2) in Miami-Dade County.

(1) A title insurance commitment issued by a Florida-licensed title insurer in the amount of the purchase price and subject only to title exceptions set forth in this Contract.

(2) An existing abstract of title from a reputable and existing abstract firm (if firm is not existing, then abstract must be certified as correct by an existing firm) purporting to be an accurate synopsis of the instruments affecting title to the Property recorded in the public records of the county where the Property is located and certified to Effective Date. However, if such an abstract is not available to Seller, then a prior owner's title policy acceptable to the proposed insurer as a base for re-issuance of coverage. Seller will pay for copies of all policy exceptions and an update in a format acceptable to Buyer's closing agent from the policy effective date and certified to Buyer or Buyer's closing agent, together with copies of all documents recited in the prior policy and in the update. If a prior policy is not available to Seller then (1) above will be the title evidence. Title evidence will be delivered no later than 10 days before Closing Date.

(b) Title Examination: Buyer will examine the title evidence and deliver written notice to Seller, within 5 days from receipt of title evidence but no later than closing, of any defects that make the title unmarketable. Seller will have 30 days from receipt of Buyer's notice of defects ("Curative Period") to cure the defects at Seller's expense. If Seller cures the defects within the Curative Period, Seller will deliver written notice to Buyer and the parties will close the transaction on Closing Date or within 10 days from Buyer's receipt of Seller's notice if Closing Date has passed. If Seller is unable to cure the defects within the Curative Period, Seller will deliver written notice to Buyer and Buyer will, within 10 days from receipt of Seller's notice, either cancel this Contract or accept title with existing defects and close the transaction.

(c) Survey: Buyer may, prior to Closing Date and at Buyer's expense, have the Property surveyed and deliver written notice to Seller, within 5 days from receipt of survey but no later than closing, of any encroachments on the Property, encroachments by the Property's improvements on other lands or deed restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a title defect and Buyer's and Seller's obligations will be determined in accordance with subparagraph (b) above. If any part of the Property lies seaward of the coastal construction control line, Seller will provide Buyer with an affidavit or survey as required by law delineating the line's location on the property, unless Buyer waives this requirement in writing.

8. APPRAISAL AND TERMITE INSPECTION: Any appraisal of the property shall be the responsibility of ☒ Buyer ☐ Seller. A termite inspection is ☐ not required ☐ required, the cost of which shall be paid by ☐ Seller ☒ Buyer. If a survey is required it shall be obtained within 5 days of closing.

9. POSSESSION AND TITLE: Seller shall deliver possession of the Property to Buyer at closing. Title shall be conveyed to Buyer, if more than one as ☐ Joint tenants with rights of survivorship, ☐ tenants in common, ☐ Other: _____ Prior to closing the property shall remain in the possession of Seller and Seller shall deliver the property to Buyer in substantially the same condition at closing, as on the date of this contract, reasonable wear and tear excepted.

Buyer Initials

MS del

- 5 -

Seller Initials

Joe

10. **CLOSING COSTS AND EXPENSES:** The following closing costs shall be paid as provided. *(Leave blank if the closing cost does not apply.)*

Closing Costs	Buyer	Seller	Both
Attorney Fees And Settlement Fee	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Title Insurance (owners and or lenders)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Title Abstract or Certificate and Title Exam	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Property Insurance	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Recording Fees	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Appraisal	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Survey	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Termite Inspection	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Origination fees	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Discount Points	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
If contingent on rezoning, cost and expenses of rezoning	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other:			
Buyer to pay an Administration Fee \$300.00 payable to Seller	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Buyer to pay ALL Closing Cost	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
All other closing costs	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

* 50/50 between buyer and seller.

11. **PRORATIONS:** Taxes for the current year, interest, maintenance fees, assessments, dues and rents, if any, will be prorated through the Closing Date. If taxes for the current year vary from the amount prorated at closing, the parties shall adjust the prorations when tax statements for the current year are available. If a loan is assumed and the lender maintains an escrow account, the escrow account must be transferred to Buyer without any deficiency. Buyer shall reimburse Seller for the amount in the transferred account. Buyer shall pay the premium for a new insurance policy. If taxes are not paid at or prior to closing, Buyer will be obligated to pay taxes for the current year.
12. **CASUALTY LOSS:** If any part of the Property is damaged or destroyed by fire or other casualty loss after the effective date of the contract, Seller shall restore the Property to its previous condition as soon as reasonably possible. If Seller fails to do so due to factors beyond Seller's control, Buyer may either (a) terminate this contract and the earnest money will be refunded to Buyer, (b) extend the time for performance and the Closing Date will be extended as necessary, or (c) accept the Property in its damaged condition and accept an assignment of insurance proceeds.
13. **DEFAULT:** If Buyer fails to comply with this contract, Buyer will be in default, and Seller may either (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money as liquidated damages, thereby releasing both parties from this contract. If, due to factors beyond Seller's control, Seller fails within the time allowed to make any non-casualty repairs or deliver evidence of clean title, Buyer may either (a) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (b) terminate this contract as the sole remedy and receive a refund of the earnest money. If Seller fails to comply with this contract for any other reason, Seller will be in default and Buyer may: (a) recover earnest money (without waiving the right to enforce specific performance, and/or seek such other relief as may be provided by law), and/or enforce specific performance, and/or seek such other relief as may be provided by law, or (b) terminate this contract and receive the earnest money, thereby releasing both parties from this contract.
14. **ATTORNEY'S FEES:** The prevailing party in any legal proceeding brought under or with respect to the transaction described in this contract is entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.

Buyer Initials

Mr. JCP

Seller Initials

[Signature]

15. REPRESENTATIONS: Seller represents that as of the Closing Date (a) there will be no liens, assessments, or security interests against the Property which will not be satisfied out of the sales proceeds unless securing payment of any loans assumed by Buyer and (b) assumed loans will not be in default. If any representation in this contract is untrue on the Closing Date, this contract may be terminated by Buyer and the earnest money will be refunded to Buyer. All representations contained in this contract will survive closing.

16. FEDERAL TAX REQUIREMENT: If Seller is a "foreign person", as defined by applicable law, or if Seller fails to deliver an affidavit that Seller is not a "foreign person", then Buyer shall withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver the same to the Internal Revenue Service together with appropriate tax forms. IRS regulations require filing written reports if cash in excess of specified amounts is received in the transaction.

17. AGREEMENT OF PARTIES: This contract contains the entire agreement of the parties and cannot be changed except by their written agreement.

18. NOTICES: All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by facsimile machine as follows:

To Buyer at:

Debbie C. Toil And Gregg Alan Anderson

1020 NW 89th Drive

Gainesville, FL 32606

Telephone 352-615-5714

Facsimile

To Seller at:

Taylor, Bean & Whitaker Mortgage Corp.

Attn: Carole Morrissey

315 NE 14th Street, Ocala, FL 34470

Telephone (352)236-7296

Facsimile (352)236-7496

19. ASSIGNMENT: This agreement may not be assigned by Buyer without the consent of Seller. This agreement may be assigned by Seller and shall be binding on the heirs and assigns of the parties hereto.

20. PRIOR AGREEMENTS: This contract incorporates all prior agreements between the parties, contains the entire and final agreement of the parties, and cannot be changed except by their written consent. Neither party has relied upon any statement or representation made by the other party or any sales representative bringing the parties together. Neither party shall be bound by any terms, conditions, oral statements, warranties, or representations not herein contained. Each party acknowledges that he has read and understands this contract. The provisions of this contract shall apply to and bind the heirs, executors, administrators, successors and assigns of the respective parties hereto. When herein used, the singular includes the plural and the masculine includes the feminine as the context may require.

21. NO BROKER OR AGENTS: The parties represent that neither party has employed the services of a real estate broker or agent in connection with the property, or that if such agents have been employed, that the party employing said agent shall pay any and all expenses outside the closing of this agreement.

22. EMINENT DOMAIN: If the property is condemned by eminent domain after the effective date hereof, the Seller and Buyer shall agree to continue the closing, or a portion thereof, or cancel this Contract. If the parties cannot agree, this contract shall ☐ remain valid with Buyer being entitled to any condemnation proceeds at or after closing, or ☒ be cancelled and the earnest money returned to Buyer.

Buyer Initials

Mr. Del

- 7 -

Seller Initials

JB

23.

OTHER PROVISIONS

Home is being sold "as is, where is" NO said written or implied warranties offered.

24.

TIME IS OF THE ESSENCE IN THE PERFORMANCE OF THIS AGREEMENT.

25.

GOVERNING LAW: This contract shall be governed by the laws of the State of Florida.

Whether or not listed above, deadlines contained in this Contract may be extended informally by a writing signed by the person granting the extension except for the closing date which must be extended by a writing signed by both Seller and Buyer.

EXECUTED the 21 day of July 2002 (THE EFFECTIVE DATE).

Buyer: Debbie C. Toil

Buyer Gregg Alan Anderson

Seller: Taylor, Bean & Whitaker Mortgage Corp.

Seller

Buyer Initials

DT GA

- 8 -

Seller Initials

TB

EXHIBIT FOR DESCRIPTION OR ATTACH SEPARATE DESCRIPTION

SEC 27 TWP 16 RGE 2
PLAT BOOK K PAGE 052
OCALA WATERWAY ESTATES
BLK 16 LOT 40

RECEIPT (YOU MUST ATTACH A COPY OF THE EARNEST MONEY)

Receipt of Earnest Money is acknowledged.

Signature: _____

Date: _____, 20____

By: _____

Telephone (____) _____

Address _____

Facsimile (____) _____

City _____ State _____ Zip Code _____

Buyer Initials _____

- 9 -

Seller Initials *AK*



TB&W REO ADDENDUM TO SALE AND PURCHASE AGREEMENT

SELLER: Taylor, Bean & Whitaker Mortgage Corp

BUYER: Debbie C. Toil And Gregg Alan Anderson

CASE#: 1960279 **PROPERTY ADDRESS:** 4649 SW 103rd Street Road, Ocala, FL 34476

1. Buyer acknowledges that the Seller obtained the property by foreclosure or deed in lieu of foreclosure. In the event a circumstance arises that would prevent the Seller from being able to perform on this Addendum and/or the Sale and Purchase Agreement, at Seller's option and in Seller's sole discretion, Seller may notify Buyer that the Sale and Purchase Agreement is cancelled and the earnest money deposit shall be returned to Buyer and Seller shall have no further obligation to sell or convey the property to Buyer.
2. Buyer accepts the property in its "AS IS, WHERE IS, AND WITH ALL FAULTS" condition at the time of closing, including any hidden defects, known or unknown. Buyer acknowledges that neither Seller nor its agents have made any representations or warranties, implied or expressed, relating to the condition of the property. Seller and its agents shall not be responsible for the repair, replacement or modification of any deficiencies, malfunctions, or mechanical defects in the materials, workmanship and mechanical components of the appurtenant structures and improvements prior or subsequent to closing. Items of personal property are not included in this sale. Seller makes no representation or warranty, express or implied, as to the condition of personal property, title to personal property or whether any personal property is encumbered by liens. Buyer agrees that Seller shall have no liability for any claim or losses Buyer or Buyer's successors may incur as a result of any condition or other defect which may now or hereafter exist with respect to the property. The property has neither been habited in nor inspected by Seller.

This Property is being sold in its existing condition. Seller will make no repairs and will convey this Property without any representations or warranties, either expressed or implied. There may be material facts of which the Seller is not aware of, which may be discoverable to the casual observer or qualified expert, or latent hidden defects, which time may reveal. The Seller is not responsible for any defects, whether visible, latent, hidden or otherwise.

The Buyer is advised to obtain professional Property inspections and to inspect all public records relating to the Property. The improvements on the Property may not conform to current building codes and/or may not have all required building permits. Buyer is strongly advised to inspect all public records, have a professional home inspection to ascertain the exact condition of the Property and make reasonable inquiries regarding individual concerns before inspection contingency deadlines contained in the Agreement.

Buyer acknowledges that the Property is being sold "As-Is", where is, with all faults. Prior to closing, Buyer will make such inspections of the conditions of the Property, as Buyer deems necessary at Buyer's discretion. Seller makes, and has made, no representations or warranties as to the condition of the Property and specifically disclaims and excludes any and all warranties, expressed or implied, oral or written.

3. Title Agents. Closing shall be held at the office of the attorney or other closing agent ("Closing Agent") designated by the party paying for title insurance, or if no title insurance, designated by Seller.
4. Inspections: Buyer acknowledges that it is the Buyer's sole responsibility and expense to obtain inspections of the property by qualified professionals to look for defects. Buyer(s) may request that the Sale and Purchase Agreement be canceled if, within have five (10) calendar days from the contract date, the property is inspected by a professional home inspector who discovers a structural, roof, system defect, or non-compliance with local codes, zoning, or building requirements that TB&W elects not to correct, or if within such 10 day period, the property is inspected for the presence of radon by a professional radon inspector to an extent unsatisfactory to you. A copy of the property inspection report, or radon test report, as applicable, must be attached to the cancellation request. The cancellation contingency is limited to structural, roof, defective components within the mechanical and operating systems (which include the electrical, plumbing, sewage, heating and air conditioning systems only) or noncompliance with local codes, zoning, or building requirements. Kitchen appliances, window air conditioner units, light fixtures, receptacles, minor issues and switch covers are not included in the operating systems. Equipment age or energy efficiency ratings are not included in the

cancellation contingency. The earnest money deposit will be returned **ONLY** if TB&W, in its sole and reasonable discretion, concurs with the home inspection report finding(s). Buyer shall have five (10) calendar days from the contract date to have all inspections completed by a professional Inspection company or licensed contractor. Any notice of cancellation must be provided to the Seller in writing within three (3) days from the end of the inspection time period, otherwise the Buyers right to cancel under this contingency shall be removed. If the property is winterized prior to Buyers inspections, and the inspections Buyer wishes to perform require the property to be de-winterized, Buyer agrees to provide Seller notice of the specific date and time of Buyers inspection so Seller can have the property re-winterized immediately following the inspection. Buyer agrees to give Seller 72 hours written notice prior to any de-winterization of the property at reohelp@taylorbean.com. Failure to provide said notice will make Buyer responsible for any damage resulting from the property not being winterized. If Buyer chooses not to make inspections, Seller and Seller's agent will be held harmless in the event of any mechanical failures or structural defects.

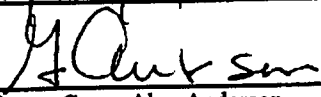
5. Buyer agrees to indemnify Seller and fully protect, defend, and hold Seller, its agents, employees and contractors, harmless from and against any and all claims, costs, liens, loss, damages, attorney's fees and expenses of every kind and nature that may be sustained by or made against Seller or any damage to the property of any adjoining property, or any injury to Buyer or any other person that may result from or arise out of inspections made by Buyer or its agents, employees and contractors prior to closing.
6. **Repairs by Seller.** Seller's obligation to make repairs shall be limited to those repairs that it has agreed to make provided such agreement is in writing and is contained in the Sale and Purchase Agreement or any addendum thereto, including this Addendum. Except for the foregoing, Seller shall not be obligated for any repairs of any nature whatsoever.
7. If this sale is being financed, Buyer shall have five (5) business days from the date of the Sale and Purchase Agreement to make loan application. The Sale and Purchase Agreement may be cancelled by Seller in the event Buyer is not "prequalified" within five (5) business days from the date of the Sale and Purchase Agreement. Buyer shall be responsible to provide written evidence of Buyers "Pre-Approval / Pre-Qualification" by a Mortgage Lender to Seller within said time frame. If Buyer fails to provide said written evidence, the Seller, at Sellers option shall have the option of canceling the Sale and Purchase Agreement with a return of deposit monies to the Buyer.
8. Notwithstanding any other provision of the Sale and Purchase Agreement (including, if applicable, any financing contingency), in no event shall the Sale and Purchase Agreement be contingent upon the ability of the Buyer to sell or close other real estate owned by the Buyer.
9. Title will transfer with a Special or Limited Warranty Deed, Cash Sale Deed, or Quit Claim Deed depending on the state where the property is located and the laws of title transfer in that state. **All parties to the sale are to be made aware to allow ten (10) to twenty (20) business days for the execution of the Deed.**
10. Buyer absolutely may not occupy the property nor make any repairs, prior to closing and funding. Buyer shall be in default of the Sale and Purchase Agreement in the event Buyer occupies and alters the property prior to closing.
11. **Termination of Contract.** In the event the Sale and Purchase Agreement is terminated by Seller pursuant to any provision of the Sale and Purchase Agreement, this Addendum, or any other addendum to the Sale and Purchase Agreement, Seller's sole liability to Buyer will be to return the deposit monies with no further obligations, liabilities or responsibilities to one another. Buyer agrees to release Seller from all liability associated with the Sale and Purchase Agreement upon return of the deposit by Seller.
12. Buyer acknowledges that Seller acquired title to the subject property through deed-in-lieu, judicial foreclosure, or at a non-judicial foreclosure sale properly conducted at the request of Seller in connection with a previous loan made by Seller that defaulted resulting in said foreclosure sale. Buyer further acknowledges that Seller has not conducted any investigation, test or inspection of, and that Seller has no knowledge (actual, constructive or inquiry) of any lead-based paint or lead-based paint hazards at, on, in or about the Property. Any information made available to Buyer in connection with lead-based paint and lead-based paint hazards concerning the Property are made a part of this Sale and Purchase Agreement.

13. Buyer further acknowledges that Seller's acquisition of title to the Property through deed-in-lieu, judicial foreclosure, or at a non-judicial foreclosure sale may require additional time to obtain proper recorded title to the Property. Buyer acknowledges that closing may be postponed to delay closing so that Seller may obtain recorded title to the Property. Buyer shall indemnify Seller and fully protect, defend, and hold Seller, its agents, employees and contractors, harmless from and against any and all claims, costs, liens, loss, damages, attorney's fees and expenses of every kind and nature that may be made against Seller, or any injury to Buyer or any other person that may result from or arise out of a delay in closing under this Section.
14. Waiver of Trial by Jury. Seller and Buyer knowingly and conclusively waive all rights to trial by jury in any action or proceeding relating to this Sale and Purchase Agreement.
15. Conflict. In the event a conflict between the Sale and Purchase Agreement and this Addendum, this Addendum shall govern. However, unless specifically amended herein, all of the terms and conditions of the Sale and Purchase Agreement shall remain in full force and effect.
16. Utilities: It is the responsibility of the Buyer to have the utilities turned on in their name if the Buyer requires any utilities on in order to facilitate inspections the Buyer wishes to conduct on the property. The Buyer or agent for the same hereby holds the Seller harmless and assumes full responsibility for any and all related deposits, connection and usage fees associated with this activation. The Buyer further assumes full financial responsibility for any damages, which may occur as a result of the above action. Once a utility has been turned on, Buyer may choose to leave it on in their name if the closing is less than 30 days away. If closing is longer than 30 days, Buyer shall have the utility turned off after the reason for the utility being turned on has been accomplished.
17. Seller makes no representations as to the property's compliance with any applicable building code or zoning ordinance. Any obligation of Seller to obtain a compliance certificate relating to the property (such as a certification relating to smoke detectors, certificate of occupancy, etc.) is assumed by the Buyer and shall not apply in the event the property is not in habitable condition, unless otherwise required by law. Therefore, it is understood between the parties that the Buyer is solely responsible, at the Buyer's own expense, to obtain a certificate of occupancy, smoke detector certificate, or any other certificate, and provide them to Seller's attorney/closing agent prior to closing.
18. Buyer agrees to pay to the Seller at time of closing an administrative fee in the amount of \$300 for the processing and fees involved in REO transactions.
19. There may be multiple counter offers pending. Seller's signature on final accepted offer is deemed acceptance of that offer only.
20. **THIS ADDENDUM AND THE SALE AND PURCHASE AGREEMENT ARE NOT ASSIGNABLE BY THE BUYER.**


The undersigned approve and accept this addendum and acknowledge this addendum to be a part of the Sale and Purchase Agreement.


Purchaser: Debbie C. Toil

7/16/09
Date


Purchaser: Gregg Alan Anderson

7/16/09
Date


Seller: Taylor, Bean & Whitaker Mortgage Corp.

7/21/09
Date



**TAYLOR BEAN & WHITAKER MORTGAGE CORP.
DISCLOSURES REGARDING REAL PROPERTY**

Below you will find a number of disclosures related to the property offered for sale by Taylor, Bean & Whitaker Mortgage Corp. ("TB&W"). These disclosures are not an exhaustive list of the risks associated with the property, and you should be aware that there may be faults, defects or other conditions that are not addressed in this disclosure statement. Please read and make sure that you understand each of the disclosures set forth below before entering into an agreement to purchase the property from TB&W.

Property is Sold "AS IS" Without Warranty of any kind.

THIS PROPERTY AND ANY STRUCTURE OR IMPROVEMENTS ON THE PROPERTY ARE SOLD AS IS, WHERE IS, WITH ALL FAULTS AND DEFECTS, AND WITHOUT ANY EXPRESS OR IMPLIED WARRANTY BY TB&W, ITS AGENTS OR ITS EMPLOYEES. TB&W acquired the property either as a result of foreclosure proceedings or by acceptance of a deed in lieu of foreclosure, or otherwise. Accordingly, TB&W is not familiar with the condition of the Property, other than as may be disclosed in an inspection report, if any, that has been prepared for the property. TB&W and its representatives make no warranties or representations that the property or any alterations or additions which may have been made to the property conform to local building codes, zoning requirements or any other applicable laws, rules or regulations. By signing below you acknowledge, that there have been no representations by TB&W, or any other person acting as TB&W's representative or your representative regarding the condition of the property, any of the appliances or structural components that may be contained therein, its fitness for general or specific use, or any other matter affecting the property.

Because this property is being offered as is and without warranty, you should be satisfied with the property's condition and the condition of any structure on the property before you agree to buy it. Prospective purchasers are encouraged to seek the professional services of a home inspector to assess the property's condition.

Valuation Representation Disclosure:

TB&W, its agents, and employees make no representation or warranty as to the value of the property, and any attachments or improvements on the property. TB&W offers the property for sale at fair market value, as it has determined in its discretion. The total purchase price of the property may reflect deferred maintenance. Before purchasing the property, you are responsible for making your own independent assessment of the property's value.

Homeowners Association Disclosure:

The property you are considering purchasing may be located in an area that requires the property owner(s) to make application into and for membership into a community based association or homeownership association. This property may also be subject to certain deed restrictions, covenant restrictions or other related restrictions. TB&W makes no representations as to restrictions, fees, and special assessments, to which the property may be subject. TB&W recommends all interested parties contact legal counsel or a real estate professional regarding these and any other applicable homeownership restrictions.

Hazard Disclosure:

It is your sole responsibility to obtain inspection reports by qualified professionals on the appliances, structural components, and alterations or additions to the Property and to determine the presence of any toxic or hazardous substances on the property, including, but not limited to, radon, asbestos and lead paint, that would make it uninhabitable or dangerous to the health of the occupants or otherwise not in compliance with law, or any other factors regarding the condition of the Property about which you may be concerned. TB&W disclaims any and all responsibility for any hazardous conditions on the property. Accordingly, you should exercise reasonable caution when visiting the property and you should closely supervise and monitor any children who accompany you on the property.

Lead Base Paint Disclosures:**Lead Paint Warning Statement**

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

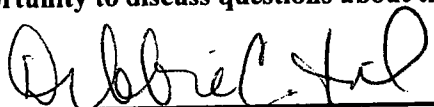
Radon Gas Disclosure:

RADON IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL GUIDELINES MAY BE PRESENT ON THE PROPERTY. IF YOU WOULD LIKE INFORMATION WITH RESPECT TO ANY RADON ON THE PROPERTY YOU SHOULD HAVE THE PROPERTY INSPECTED BY A HOME INSPECTOR QUALIFIED TO TEST FOR RADON. ADDITIONAL INFORMATION REGARDING RADON AND RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY OR STATE PUBLIC HEALTH DEPARTMENT.

Mold Disclosure:

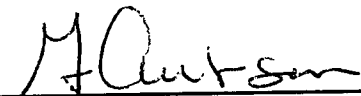
You should be aware that mold contaminants or other microscopic organisms may exist on the property or within any structure on the property. These contaminants generally grow in places where there is or may have been excessive moisture, such as where leakage may have occurred in roofs, pipes, walls, plant pots, or where there has been flooding. In the event mold contamination is suspected, TB&W recommends that you have a mold inspection performed. The cost and quality of such inspections may vary. Companies able to perform such inspections may be found in the Yellow Pages or on the Internet under "Microbial or Mold Inspections" or "Environmental and Ecological Services." TB&W also strongly encourages you to review the mold informational pamphlets maintained on the United States Environmental Protection Agency (EPA) website at <http://www.epa.gov/iaq/molds/index.html>.

By signing below you acknowledge that you have read and understand these disclosures, and that you have had an opportunity to discuss questions about these disclosures with representatives or agents of TB&W.



Buyer Debbie C. Toil

7/16/09
Date



Buyer Gregg Alan Anderson

7/16/09
Date

Taylor, Bean & Whitaker Mortgage Corp. REO

PURCHASER'S RIGHTS AND RESPONSIBILITIES

Addendum to Taylor, Bean and Whitaker Mortgage Corp. Sale and Purchase Agreement

CASE NO.: 1960279

PROPERTY ADDRESS: 4649 SW 103rd Street Road, Ocala, FL 34476

PRINTED NAME(S) OF PURCHASER(S): Debbie C. Toil And Gregg Alan Anderson

CONDITION OF PROPERTY

Taylor, Bean & Whitaker Mortgage Corp. makes no representations or warranties whatsoever concerning the condition of this property, including, but not limited to, mechanical and operating systems (electrical, plumbing, sewage, kitchen, appliances, heating and air conditioning), dry basement, roof, structural condition, or compliance with local codes, zoning, or building requirements.

Taylor, Bean & Whitaker Mortgage Corp. **WILL NOT** be responsible for repairs to this property after the closing date. The prohibition of repairs, regardless of the nature or severity of a defect or code violation, extends to all latent (unknown) defects or code violations discovered at any time, including after the closing date. Purchaser(s) are fully responsible for satisfying themselves as to the full condition of this property and any laws, regulations or ordinances affecting this property.

THE IMPORTANCE OF A HOME INSPECTION

Taylor, Bean & Whitaker Mortgage Corp. does not warrant the condition of a property. It is important for you to have a home inspection performed on the property you wish to purchase in order to identify any possible defects. Names of home inspection companies can be found in several locations.

10-DAY CONTRACT CANCELLATION CONTINGENCY FOR CONTRACTS REQUESTING FHA INSURED FINANCING

If Purchaser(s) request FHA insured financing, Purchaser(s) may request that the Sale and Purchase Agreement be canceled if, within 10 days of Taylor, Bean & Whitaker Mortgage Corp.'s effective date of the contract, the property is inspected by a professional home inspector who discovers a structural, roof, system defect, or non-compliance with local codes, zoning, or building requirements that Taylor, Bean & Whitaker Mortgage Corp. elects not to correct, or if within such 10 day period, the property is inspected for the presence of radon by a professional radon inspector to an extent unsatisfactory to you. A copy of the property inspection report, or radon test report, as applicable, must be attached to the cancellation request. The cancellation contingency is limited to structural, roof, defective components within the mechanical and operating systems (which include the electrical, plumbing, sewage, heating and air conditioning systems only) or noncompliance with local codes, zoning, or building requirements. Kitchen appliances, window air conditioner units, light fixtures, receptacles, minor issues and switch covers are not included in the operating systems. Equipment age or energy efficiency ratings are not included in the cancellation contingency. The earnest money deposit will be returned **ONLY** if Taylor, Bean & Whitaker Mortgage Corp., in its sole and reasonable discretion, concurs with the home inspection report finding(s).

APPLICABLE TO SALES INVOLVING 203K FINANCING

The Purchaser(s) agrees to make all additional improvements as required by HUD or the lender, provided the improvements are intended to bring the property into compliance with the architectural exhibits submitted to the certified 203k lender or be subject to forfeiture of the earnest money deposit if the property transaction does not close.

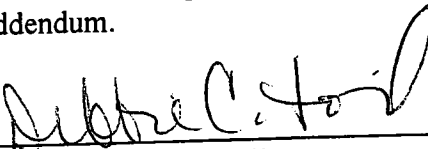
OTHER IMPORTANT INFORMATION

Taylor, Bean & Whitaker Mortgage Corp. will allow a final inspection of this property 48 hours prior to closing. This is an "as-is" sale and Taylor, Bean & Whitaker Mortgage Corp. will not make repairs after closing. ***Failure to close will result in forfeiture of earnest money.*** In case of credit denial, all or part of the earnest money may be refunded. It is the buyer(s) and lender responsibility to submit the credit denial letter to Taylor, Bean & Whitaker Mortgage Corp. within ten business days. Failure to do so will result in forfeiture of all earnest money. Closing agents will not release funds until processing is completed by the Taylor, Bean & Whitaker Mortgage Corp. ***Extensions must be requested 5 business days before expiration of the Sale and Purchase Agreement.*** Contracts will be canceled if requests are made after the expiration. Extension fees are non-refundable. Taylor, Bean & Whitaker Mortgage Corp. national sales representatives may not give keys to the property or allow occupancy or make repairs to the property prior to closing. It is the Purchaser's responsibility to ascertain if Home Owner Association dues are required and the monthly amount of those dues, if applicable. If the Purchaser(s) is employed by Taylor, Bean & Whitaker Mortgage Corp., or if the Purchaser(s) is related by blood, marriage, or law to a Taylor, Bean & Whitaker Mortgage Corp. employee, the Purchaser(s) must have prior approval before signing a Sale and Purchase Agreement with Taylor, Bean & Whitaker Mortgage Corp.

Taylor, Bean & Whitaker Mortgage Corp. advises the Purchaser(s) that the Purchaser(s) should have an Abstract covering the property examined by an attorney of the Purchaser's selection or the Purchaser(s) should be furnished with or obtain a Title Policy. If a Title Policy is to be obtained, the Purchaser(s) should obtain a commitment for Title Insurance (the Commitment) which should be examined by an attorney of the Purchaser's choice at or prior to closing. All locks should be replaced or re-keyed at Purchaser's expense.

The above information was explained to the Purchaser(s) by: Joe Ellis

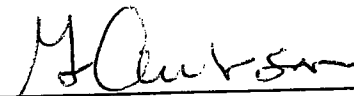
I/We acknowledge receipt and understanding of the "PURCHASER'S RIGHTS AND RESPONSIBILITIES" addendum.



Buyer: Debbie C. Toil

7/16/09

Date



Buyer: Gregg Alan Anderson

7/16/09

Date

Taylor, Bean & Whitaker Mortgage Corp.
Utility Activation

Date: _____ Agent: _____

Broker: _____ Fax: _____

Office Phone No: _____ Cell Phone No: _____

Buyer: Debbie C. Toil And Gregg Alan Anderson

TBW Case Number: 1960279

Property Address: 4649 SW 103rd Street Road, Ocala, FL 34476

➤ **Step 1. Please Review Policy, Sign & Send with Contract**

When you receive written permission (see Step 2.) from Taylor, Bean & Whitaker Mortgage Corp., the utilities can be turned on in the purchaser's name. The undersigned purchaser or agent for the same hereby holds Taylor, Bean & Whitaker Mortgage Corp. harmless and assumes full responsibility for any and all related deposits, connection and usage fees associated with this activation. The undersigned further assumes full financial responsibility for any damages, which may occur as a result of the above action.

Please sign below accepting the above terms and conditions and submit along with your contract package.

Debbie C. Toil
Buyer: Debbie C. Toil

Selling Agent

7/16/09
Date

Date

Gregg Alan Anderson
Buyer: Gregg Alan Anderson

7/16/09
Date

➤ **Step 2. Form will be faxed to you from Property Management**

(This area to be filled out by Taylor, Bean & Whitaker Mortgage Corp.)
This following utilities may be activated and tested:

Gas: ☐ Yes ☐ No

Electric: ☐ Yes ☐ No

Water: ☐ Yes ☐ No (Air test systems only)

APPROVAL: _____

DATE: _____

Taylor, Bean & Whitaker Mortgage Corp.
Utility Activation

Date: _____ Agent: _____

Broker: _____ Fax: _____

Office Phone No: _____ Cell Phone No: _____

Buyer: Debbie C. Toil And Gregg Alan Anderson

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Please sign below accepting the above terms and conditions and submit along with your contract package.

Debbie C. Toil
Buyer: Debbie C. Toil

Selling Agent

7/16/09
Date

Date

Gregg Alan Anderson
Buyer: Gregg Alan Anderson

7/16/09
Date

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(This area to be filled out by Taylor, Bean & Whitaker Mortgage Corp.)
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Gas: ☒ Yes ☐ No

Electric: ☒ Yes ☐ No

Water: ☒ Yes ☐ No (Air test systems only)

APPROVAL: _____

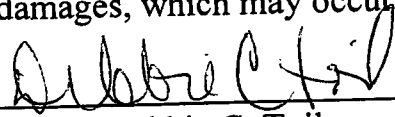
DATE: 7/20/09

Taylor, Bean & Whitaker Mortgage Corp.
Utility Activation Check List

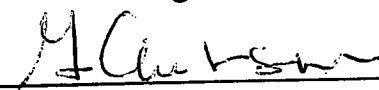
Before the utilities are scheduled to be turned on complete the following check list:

- ☒ Turn All Breakers Off including main and subpanels
- ☒ Check for any visible broken pipes (if found notify us immediately)
- ☒ Check all appliances gas and water lines (☐ dishwasher ☐ fridge ☐ washing machine)
- ☒ If appliances are missing make sure lines are capped off, such as open electrical or plumbing
- ☒ Turn off all hose bibs (water spickets)
- ☒ Turn off both washer connections
- ☒ Turn off the main valve to the water heater (located at top of water heater) & Ensure drain valve at bottom of unit is closed
- ☒ Turn off all toilet shut off valves
- ☒ Turn off water shut off valves to all sinks, and move faucet handles into off position.
- ☒ It is strongly advised to have a licensed contractor or inspector present when turning on the utilities, to avoid any damage to the property.
- ☒ After water is turned on a walk through inspection should be done to check for leaks. It is also important to listen for leaks that could be occurring in walls or areas that cannot be seen. If a leak is found, ensure water main is cut off immediately and notify Taylor Bean and Whitaker.

I/We acknowledge receipt and understanding of the "Utility Activation Check List" addendum. The undersigned further assumes full financial responsibility for any damages, which may occur as a result of the utilities being turned on.


Buyer: Debbie C. Toil

7/16/09
Date


Buyer: Gregg Alan Anderson

7/16/09
Date

SUMTER ELECTRIC COOPERATIVE
APPLICATION - BILLING DEPOSIT

Cyc: 4

Service Order #: 78270594

MAP #:

3056 C4 92818 21914

Account # : 7012445703

Taken By: 783BRINKS

Date Taken: 07/10/2009

Home Phone: (352) 226-3089

Work Phone: not on file

Name: ANDERSON GREGG A

4649 SW 103 STREET RD
OCALA, FL 34476-3848

COUNTY CD: Marion
TOWN CODE:

Remarks:

7.13.9

THE FEES NECESSARY TO SET UP YOUR ACCOUNT WILL APPEAR ON YOUR FIRST BILLING
STATEMENT.

ANDERSON GREGG A
4649 SW 103 STREET RD
OCALA, FL 34476-3848

(APPLICANT'S NAME AND
MAILING ADDRESS)

Applicant's Signature

____/____/____
Date

ANDERSON GREGG A

PLEASE VERIFY THAT ALL INFORMATION ON THIS APPLICATION IS CORRECT. AN ADDITIONAL COPY
OF THIS APPLICATION IS ENCLOSED FOR YOUR RECORDS.

THE FOLLOWING INFORMATION IS REQUESTED IN CONJUNCTION WITH SUMTER ELECTRIC'S EQUAL
OPPORTUNITY PROGRAM. THIS INFORMATION IS OPTIONAL AND WILL IN NO WAY AFFECT THIS
APPLICATION FOR MEMBERSHIP BUT WILL PROVIDE DATA BEING COLLECTED FOR FEDERAL GOVERNMENT
REPORTING PURPOSES ONLY.

___ BLACK OR AFRICAN AMERICAN ___ NATIVE HAWAIIAN OR OTHER PACIFIC ISLAND
___ ASIAN ___ AMERICAN INDIAN OR ALASKAN NATIVE ___ WHITE
___ HISPANIC OR LATINO ___ NOT HISPANIC OR LATINO

THIS SECTION FOR OFFICE USE ONLY

DATE CLOSED: ____/____/____ CLOSED BY: _____

No. 517**MARION UTILITIES, INC.****710 N.E. 30th Avenue Ocala, FL 34470****OFFICE HOURS: 9-12 & 1-4 Mon. - Fri.****PHONE: 622-1171**

Acct # 25-208 Date 7-10-09
 Name Debbie Toil
 Service Address 4649 SW 103rd St. Rd.
 Mailing Address Same
 Subdivision Name _____ Soc. Sec. # T 400-1163-68-7290
 Place of Employment Cell H. Phone 615-5714
Taylor Bean Wt W. Phone 671-0349
 Lot _____ Block _____ Meter # 8309
 Start Meter Reading _____ Turn On Date 7-13-09
 Water Rate Class 1 Meter Size 3/4
 Sewer Rate Class 0 Total Deposit 35.00
 New Connection _____ Service Fee 20.00
 Other _____ Amount Due 55.00
 Stand Pipe _____ Amt. Paid 55.00 OK # 1591

Bills are mailed the first of each month for previous month's usage. They are due upon receipt, and considered late after the 20th of the month. We assume no responsibility for delay of mail delivery.

Customer must be sure all water faucets are in the off position before it is connected. If water is running inside, it will be shut off and another \$20.00 fee is due to reschedule turn on.

There is a \$30.00 charge for returned checks, plus any additional charges assessed to us by the bank.

Customers will be noticed five working days before shut off for non-payment of bills or returned checks.

If water service is discontinued, there is a \$20.00 reconnect charge.

We pay interest on your deposit annually.

MONTHLY RATES

Base facility charge 8.48 Water 1.71 per ea. 1000 gallons
 Base facility charge _____ Sewer _____ per ea. 1000 gallons
 up to 10,000

The undersigned does hereby agree to abide by the Rules and Regulations of this Utility, as approved by the Florida Public Service Commission, and does guarantee payment of any and all indebtedness incurred.

Signature _____

We advise you not to run over meter boxes with your lawn mower. They are made of plastic and can break and we will have to charge you the cost of replacing boxes and lids. You could also break a water line which is even more costly.

Inc.

470

nation

fee is required on all new water customers. Deposits cannot be when you close out your account, check or a final bill mailed to the will be refunded after 23 months Utilities pays 6% interest on all once per year, usually processed

sponsibility to be sure all water we arrive to turn on water. If our the home and no one is available r and there will be an additional scheduled.

ths usage and are due when they considered late, and a \$5.00 late 1st of the month and will state a connection date, water will be a disconnection fee of \$20.00 is re service is reconnected. Your though your bill will say balance st due balances.

d to us and you can't be reached date for the fee plus amount of cted. If service is disconnected before service is restored.

Get A Home Inspection!

Why You Need a Home Inspection? A home inspection gives the buyer more detailed information about the overall condition of the home prior to purchase. In a home inspection, a qualified inspector takes an in-depth, unbiased look at your potential new home to evaluate the physical condition: structure, construction, and mechanical systems; identify items that need to be repaired or replaced; and estimate the remaining useful life of the major systems, equipment, structure, and finishes.

How are Appraisals different from Home Inspections? An appraisal is different from a home inspection. Appraisals are for property value estimation; home inspections are for evaluation of the condition of a house. An appraisal is required to: estimate the market value of a house; make sure that the house meets minimum property standards/requirements; and ensure that the property is marketable. **Taylor, Bean & Whitaker Mortgage Corp. DOES NOT GUARANTEE the value or condition of your potential new home.** If you find problems with your new home after closing, Taylor, Bean & Whitaker Mortgage Corp. cannot give or lend you money for repairs, and Taylor, Bean & Whitaker Mortgage Corp. cannot buy the home back from you. That is why it is important for you, the buyer, to get an independent home inspection. Ask a qualified home inspector to inspect your potential new home and give you the information you need to make a wise decision.

Radon Gas Testing: The United States Environmental Protection Agency and the Surgeon General of the United States have recommended that all houses should be tested for radon.

For more information on radon testing, call the toll-free National Radon Information Line at 1-800-SOS-Radon or 1-800-767-7236. As with a home inspection, if you decide to test for radon, you may do so before signing your contract, or you may do so after signing the contract as long as your contract states the sale of the home depends on your satisfaction with the results of the radon test.

Be an Informed Buyer. It is your responsibility to be an informed buyer. Be sure that what you buy is satisfactory in every respect. You have the right to carefully examine your potential new home with a qualified home inspector. You may arrange to do so before signing your contract, or you may do so after signing the contract as long as your contract states that the sale of the home depends on the inspection.

For Your Protection: Get a Home Inspection!



Buyer's Initials



Buyer's Initials

Lead-Based Paint Disclosure

Street Address

4649 SW 103rd Street Road, Ocala, FL 34476
City State

Zip

WARNING! LEAD FROM PAINT, DUST, AND SOIL CAN BE DANGEROUS IF NOT MANAGED PROPERLY

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) X Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (check (i) or (ii) below):

(i) _____ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) X Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (initial)

(c) _____ Purchaser has received copies of all information listed above.

(d) _____ Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

(e) Purchaser has (check (i) or (ii) below):

(i) _____ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii) _____ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

(f) _____ Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Seller Initials: _____ Buyer Initials: _____ Agent Initials: _____

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate. Penalties for failure to comply with Federal Lead-Based Paint Disclosure Laws include treble (3 times) damages, attorney fees, costs, and a penalty up to \$10,000 for each violation.

Seller: Taylor, Bean & Whitaker Mortgage Corp.

Date

Buyer:

Date

Seller

Date

Buyer:

Date

Agent

Date

Agent

Date

RESIDENTIAL PROPERTY DISCLOSURE AND DISCLAIMER STATEMENT

INSTRUCTIONS TO THE SELLER

Please complete the following form. Do not leave any spaces blank. If the question clearly does not apply to the property write "NA". If the answer to any items requires explanation, explain on attached sheets, if necessary.

NOTICE TO THE BUYER

THE FOLLOWING DISCLOSURES ARE MADE BY THE SELLER(S), CONCERNING THE CONDITION OF THE PROPERTY LOCATED AT 4649 SW 103rd Street Road, Ocala, FL 34476

("THE PROPERTY"), OR AS LEGALLY DESCRIBED ON ATTACHED EXHIBIT A.

DISCLOSURES CONTAINED IN THIS FORM ARE PROVIDED BY THE SELLER ON THE BASIS OF SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME THIS DISCLOSURE FORM IS COMPLETED BY THE SELLER. THE FOLLOWING ARE DISCLOSURES MADE BY THE SELLER AND ARE NOT THE REPRESENTATIONS OF ANY REAL ESTATE LICENSEE OR OTHER PARTY. THIS INFORMATION IS FOR DISCLOSURE ONLY AND IS NOT INTENDED TO BE A PART OF ANY WRITTEN AGREEMENT BETWEEN THE BUYER AND THE SELLER.

FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF THIS PROPERTY YOU ARE ADVISED TO OBTAIN AND PAY FOR THE SERVICES OF A QUALIFIED SPECIALIST TO INSPECT THE PROPERTY ON YOUR BEHALF, FOR EXAMPLE, ARCHITECTS, ENGINEERS, LAND SURVEYORS, PLUMBERS, ELECTRICIANS, ROOFERS, BUILDING INSPECTORS, OR PEST AND DRY ROT INSPECTORS. THE PROSPECTIVE BUYER AND THE OWNER MAY WISH TO OBTAIN PROFESSIONAL ADVICE OR INSPECTIONS OF THE PROPERTY AND TO PROVIDE FOR APPROPRIATE PROVISIONS IN A CONTRACT BETWEEN THEM WITH RESPECT TO ANY ADVICE, INSPECTION, DEFECTS OR WARRANTIES.

Seller(s), Taylor, Bean & Whitaker Mortgage Corp., [is] / [is not] currently occupying the property.
Seller has owned the property for unknown years.

I. SELLER'S DISCLOSURES. If explanation is needed, use attached sheet if necessary. Approximations should be labeled as such.

I. TITLE	YES	NO	UNKNOWN
A. Do you have legal authority to sell the property?	x		
B. Is title to the property subject to any of the following:			x
(1) First right of refusal			
If yes, explain:			x
(2) Option			
If yes, explain:			x
(3) Lease or Rental Agreement			
If yes, explain:			x
(4) Life Estate			
If yes, explain:			x
C. Are there any encroachments, boundary disputes, or boundary agreements?			
If yes, explain:			x
D. Are there any rights of way, easements, or access limitations that may affect the owner's use of the property?			
If yes, explain:			x
E. Are there any written agreements for joint maintenance of an easement or right of way?			
If yes, explain:			x
F. Is there any study, survey project, or notice that would adversely affect the property?			
If yes, explain:			x
G. Are there any pending or existing assessments against the property?			
If yes, explain:			x
H. Are there any zoning violations, nonconforming uses, or any unusual restrictions on the subject property that would affect future construction or remodeling?			
If yes, explain:			x
I. Is there a boundary survey for the property? If yes, attach survey.			

	YES	NO	UNKNOWN
1. TITLE			
J. Are the property's boundaries marked?			x
If yes, explain:			x
K. Are there fences on the property?			x
If yes, were the fences put up by the property owner?			x
L. Are any trees or other flora on the property diseased, dead or damaged?			x
If yes, explain:			x
M. Are there any covenants, conditions, or restrictions which affect the property?			x
If yes, explain:			x
N. Is the property accessed by public or private road?	PUBLIC	PRIVATE	UNKNOWN
If private, what yearly upkeep amount is paid by the property owner? unknown			
If private, explain road upkeep in detail:			

2. WATER				
A. Household Water				
(1) The source of the water is:	Public	Community	Private	Shared
(2) Water source information:	YES	NO	UNKNOWN	
a. Are there any written agreements for shared water source?				x
If yes, explain:				x
b. Is there an easement (recorded or unrecorded) for access to and/or maintenance of the water source?				x
If yes, explain:				x
c. Are any known problems or repairs needed?				x
If yes, explain:				x
d. Does the source provide an adequate year round supply of potable water?				x
e. Are there any water treatment systems (softener, purifier, etc.) for the property?				x
If yes, explain, and state if the system(s) is/are leased or owned:				
B. Irrigation				
(1) Are there any water rights for the property?				x
If yes, explain:				x
(2) If they exist, to your knowledge, have the water rights been used during the last five-year period?				x
If yes, explain:				x
(3) If so, is the certificate available?				x
Explain:				
C. Outdoor Sprinkler System				
(1) Is there an outdoor sprinkler system for the property?				x
(2) Are there any defects in the outdoor sprinkler system?				x
If yes, explain:				

3. SEWER/SEPTIC SYSTEM				
A. The property is served by (circle one):		Public Sewer Main	Septic Tank System	Other Disposal System
If other, describe: unknown				
B. If the property is served by a public or community sewer main, is the house connected to the main?			Yes	No
If no, explain: unknown			Yes	No
C. Is the property currently subject to a sewer capacity charge?			Yes	No
If yes, explain: unknown			Yes	No
D. If the property is connected to a septic system: unknown			Yes	No
(1) Was a permit issued for its construction, and was it approved by the city or county following its construction?			Yes	No
(2) On what date was it last pumped: unknown			Yes	No
(3) Are there any defects in the operation of the septic system?			Yes	No
If yes, explain: unknown			Yes	No
(4) On what date was it last inspected:			Yes	No
By whom: unknown			Yes	No

(5) How many bedrooms was the system approved for? unknown	Yes	No	Unknown
E. Do all plumbing fixtures, including laundry drain, go to the septic/sewer system?	Yes	No	Unknown
If no, explain: unknown	Yes	No	Unknown
F. Are you aware of any changes or repairs to the septic system?	Yes	No	Unknown
If yes, explain: unknown	Yes	No	Unknown
G. Is the septic system, including drainage field, located entirely within the property's boundaries?	Yes	No	Unknown
If no, explain: unknown			

4. STRUCTURAL			Unknown
A. How old is the current roof? unknown years. (If unknown, mark Unknown.)			Unknown
Roof is constructed of: <input type="checkbox"/> Asphalt Shingle, <input type="checkbox"/> Wood Shingle, <input type="checkbox"/> Slate, <input type="checkbox"/> Metal, <input type="checkbox"/> Tile, <input type="checkbox"/> Asbestos, <input checked="" type="checkbox"/> Unknown,			
<input type="checkbox"/> Other:			
B. Has the roof leaked during your ownership?	Yes	No	Unknown
If yes, has it been repaired?	Yes	No	
Explain any roof repairs of which you are aware: unknown			
C. Has the house undergone any conversions, additions, or remodeling?	Yes	No	Unknown
1. If yes, were all building permits obtained?	Yes	No	Unknown
2. If yes, were all final inspections obtained?	Yes	No	Unknown
Explain any conversions/additions/remodeling: unknown			
			Yes No
D. Do you know the age of the house?			Yes No
If yes, give year of original construction (if approximation, indicate such): unknown			Yes No
E. Are you aware of:			Yes No
(1) Any movement, shifting, deterioration or other problems with walls, foundation, crawl space or slab?			Yes No
(2) Any cracks or flaws in the walls, ceilings, foundations, concrete slab, crawl space, basement, floors or garage?			Yes No
(3) Any water leakage or dampness in the crawl space or basement?			Yes No
(4) Any dry rot on the property?			Yes No
(5) Any repairs or other attempts to control the cause or effect of any problem described above?			Yes No
Explain any 'Yes' answer(s) to 1-5 above. When describing repairs or control efforts, describe the location, extent, date, and name of person/company who did the work. Attach any reports and/or other documentation: unknown			
F. If you know of any defect(s) regarding the following items, mark the defective item with a check:			
1. Foundation <input type="checkbox"/>	6. Fire Alarm <input type="checkbox"/>	11. Slab Floors <input type="checkbox"/>	16. Sidewalks <input type="checkbox"/>
2. Deck <input type="checkbox"/>	7. Doors <input type="checkbox"/>	12. Driveways <input type="checkbox"/>	17. Outbuildings <input type="checkbox"/>
3. Exterior walls <input type="checkbox"/>	8. Door locks <input type="checkbox"/>	13. Attic Stairs <input type="checkbox"/>	18. Fireplaces <input type="checkbox"/>
4. Chimneys <input type="checkbox"/>	9. Patio <input type="checkbox"/>	14. Windows <input type="checkbox"/>	19. Garage Floors <input type="checkbox"/>
5. Interior walls <input type="checkbox"/>	10. Ceilings <input type="checkbox"/>	15. Window locks <input type="checkbox"/>	20. Walkways <input type="checkbox"/>
21. Balconies <input type="checkbox"/>			
22. Wood Stoves <input type="checkbox"/>			
If you checked any of the above items, explain the defect(s):			
unknown to all of the above			
G. In the last 4 years, was a pest, dry rot, structural or "whole house" inspection done?	Yes	No	Unknown
If yes, which test(s), when, and by whom was the inspection done? (Attach documentation) unknown			
H. Has the property had a problem with pest control, infestations, or vermin?	Yes	No	Unknown
If yes, explain: unknown			
I. Are you aware of:			
(1) Any termites, wood destroying insects or pests on or affecting the property?	Yes	No	
(2) Property damage by termites, wood destroying insects or pests?	Yes	No	

If yes, describe: unknown		
(3) Any termite/pest control treatments on the property in the last 4 years?	Yes	No
If yes, list company and where treated: unknown		
(4) Current warranty or other coverage by a licensed pest control company on the property?	Yes	No
If yes, explain warranty and attach documentation: unknown		
J. Have you made a homeowner's insurance claim(s) regarding the property in the last 4 years?	Yes	No
If yes, explain when and why: unknown		

5. SYSTEMS AND FIXTURES

If the following systems or fixtures are included with the transfer, do they have any existing defects:		YES	NO	UNKNOWN
A. Electrical system, including wiring, all switches, all outlets, and service				x
If yes, explain:				
What type of wiring comprises the electrical system?		Copper	Aluminum	Unknown
B. Plumbing system, including pipes, faucets, fixtures, and toilets				x
If yes, explain:				
C. Hot water heater (mark one):	Electric	Natural Gas	Other:	Age: _____ years
				x
If yes, explain:				
D. Oven/stove:	Electric	Natural Gas	Other:	Age: _____ years
				x
If yes, explain:				
E. List ANY OTHER APPLIANCES TO REMAIN, attach separate sheet if necessary.				
1.	Age: _____ years	YES	NO	UNKNOWN
If yes, explain:				
2.	Age: _____ years			x
If yes, explain:				
3.	Age: _____ years			x
If yes, explain:				
F. Cooling and Heating systems				
Air Conditioning (mark one):	Central Electric	Central Gas	Heat Pump	Window Unit(s) _____ # included in sale
Other (describe):				
Air Conditioning (continued):	Age of cooling system: _____ years.		Zoned cooling? [Yes] [No]	
Air Conditioning defects?	No	Unknown	Yes, explain:	
Heating system (mark one):	Electric	Natural Gas	Fuel Oil	Heat Pump
			Propane	Other:
	Age of heating system: _____ years.		Zoned heating? [Yes] [No]	
Heating system defects?	No	Unknown	Yes, explain:	
Last date of servicing:	Heating:	Cooling:	By whom:	
Are there rooms without heating/air conditioning vents?		Yes	No	
If yes, which rooms: unknown to all of the above				
G. Security system (Circle One):	Owned	Leased	Any defects?	Yes No Unknown
Describe security system: unknown				
If defects are indicated, explain:				
H. Other:	Any defects?		Yes	No Unknown
If defects are indicated, explain: unknown				

6. COMMON INTEREST

A. Is there a Home Owners' Association?	Yes	No	Unknown
If yes, what is the name of the association? unknown			
B. Are there regular periodic assessments:	Yes	No	Unknown
If yes, give amount per:	Month: \$	Year: \$	Other: \$
If other, explain: unknown			

E. Are there any substances, materials, or products that may be an environmental hazard such as, but not limited to, asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks and contaminated soil or water on the subject property?			x
If yes, explain:			
F. Are there any tanks or underground storage tanks (e.g., chemical, fuel, etc.) on the property?			x
If yes, explain, and give approx. position (attach map):			
G. Has the property ever been used as an illegal drug-manufacturing site?			x
If yes, explain:			
H. If the property contains a wood-burning stove or fireplace, when was/were the chimney(ies) last cleaned?			
Detail date(s) and chimney(ies), or mark Unknown: unknown			
I. Are you aware of any of the following regarding the property?			
Existing or threatened legal action <input type="checkbox"/>	Violation of any law or regulation <input type="checkbox"/>	General stains or pet stains to carpet or floor <input type="checkbox"/>	
Transferable warranties <input type="checkbox"/>	Any locks without keys <input type="checkbox"/>	Unrecorded interests affecting the property <input type="checkbox"/>	
Fire Damage at any time <input type="checkbox"/>	Appraiser or Mechanic's Lien <input type="checkbox"/>	Landfills or underground problems <input type="checkbox"/>	
If any of the above are marked, explain:			
unknown to all of the above			
J. If any tests to detect radon gas have been done on the property, provide documentation. If radon gas has been detected on the property, explain when, where, by whom, and all other details: unknown			

9. FULL DISCLOSURE BY SELLERS

A. Other conditions or defects:

Does the Seller know of any other material defects affecting this property or its value that a prospective buyer should know about?	Yes	No x
If yes, explain:		

B. Verification:

The foregoing answers and attached explanations (if any) are complete and correct to the best of my/our knowledge and I/we have received a copy hereof. I/we authorize all of my/our real estate licensees, if any, to deliver a copy of this disclosure statement to other real estate licensees and all prospective buyers of the property.

Date 7/21/09  Seller

II. BUYER'S ACKNOWLEDGMENT

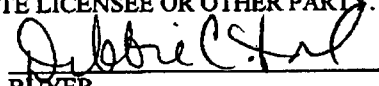
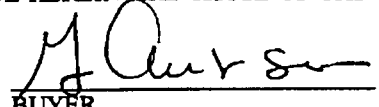
A. As buyer(s), I/we acknowledge the duty to pay diligent attention to any material defects which are known to me/us or can be known to me/us by utilizing diligent attention and observation.

B. Each buyer acknowledges and understands that the disclosures set forth in this statement and in any amendments to this statement are made only by the seller.

C. Buyer (which term includes all persons signing the buyer's acknowledgement portion of this disclosure statement below) hereby acknowledges receipt of a copy of this disclosure statement (including attachments, if any) bearing seller's signature.

DISCLOSURES CONTAINED IN THIS FORM ARE PROVIDED BY THE SELLER ON THE BASIS OF SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME OF DISCLOSURE.

BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS REAL PROPERTY TRANSFER DISCLOSURE STATEMENT AND ACKNOWLEDGES THAT THE DISCLOSURES MADE HEREIN ARE THOSE OF THE SELLER ONLY, AND NOT OF ANY REAL ESTATE LICENSEE OR OTHER PARTY.

DATE 7/16/09  BUYER
  BUYER



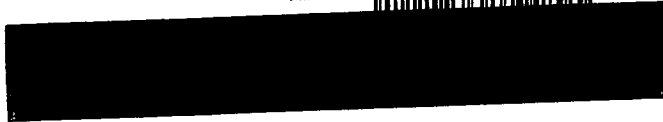
Florida *The Sunshine State*
DRIVER LICENSE CLASS E
T400-163-68-729-0

DEBBIE CHICA TOIL
1020 NW 89TH DR
GAINESVILLE, FL 32606-0000
DOB: 06-29-1968 SEX: F HGT: 5-02
ISSUED: 06-06-2005
EXPIRES: 06-29-2011

Debbie Chica Toil **EXPIRES: 06-29-2009**

0730905210047 SAFE DRIVER MOTORCYCLE ALSO
Operation of a motor vehicle constitutes consent to any sobriety test required by law

01000207240015



www.flsmv.state.fl.us

0730905210047

Director of Driver Licenses

Debbie Chica Toil
Sandra C. Lambert, Esq.
Executive Director

REPLACEMENT LICENSE REQUIRED WITHIN 10 DAYS OF ADDRESS OR NAME CHANGE.
The State of Florida retains all property rights herein.

CLASS: E - Any non-commercial vehicle with a GVWR less than 26,001 lbs. or any RV
ENDORSEMENTS:

RESTRICTIONS: A-Corrective Lenses

Florida *The Sunshine State*
DRIVER LICENSE CLASS E
A536-281-57-021-0

GREGG A ANDERSON
 1020 NW 69TH DR
 GAINESVILLE, FL 32606-7115
 DOB: 01-21-1957 SEX: M HGT: 5-10
 ISSUED: 01-21-2009
 EXPIRES: 01-21-2018

M. C. Anderson
 ORGAN EXCERPT
 X630905250090
 Operation of a motor vehicle constitutes consent to any sobriety test required by law

SAFE DRIVER **MOTORCYCLE ALSO**

RESTRICTIONS:

ENDORSEMENTS:

CLASS: E - Any non-commercial vehicle with a GVWR less than 25,001 lbs. or any RV

REPLACEMENT LICENSE REQUIRED WITHIN 10 DAYS OF ADDRESS OR NAME CHANGE.
 The State of Florida retains all property rights herein.



Executive Director *Sandra C. Lambert*
 Electra Theodorides-Guyette
 Sandra C. Lambert
 Director of Driver License
 X630905250090

www.hsmv.state.fl.us



010023674260071



POSITIVE PROOF IDENTIFICATION
and
NOTARY SIGNATURE AFFIDAVIT

STATE OF Florida

COUNTY OF Marion

Please have the Notary Public complete the following:

Notary Name: (please print) Linda A. Taylor

Address: 1417 N. Magnolia Avenue, Ocala, FL 34475

Phone Number: (include area code) 352-690-9481

Witnesses' Printed Names: Kathy D. Aderholt

Jennifer Brock

NOTARY: PLEASE MAKE A COPY OF Driver's License, or other valid identification for **THE BUYER'S ONLY**, and return with the enclosed documents. Please include the printed version of all witnesses' names so that we may type them under their signatures. This is a law in the State of Florida with which we must comply.

I, the above described Notary Public, hereby certify that I have checked the identification of those parties who have signed before me and **I HAVE ATTACHED COPIES OF THEIR DRIVER'S LICENSE(S)** or other valid identification with a photo. I have verified to be the same as those described in the instruments acknowledged by me.

WITNESS my hand and official seal in the County and State last aforesaid this 16 day of July, 2009.

SEAL




Notary Public
Linda A. Taylor

Amount: \$475.00
Account: 5484104860
Bank Number: 06300004

Sequence Number: 6650302480
Capture Date: 08/10/2009
Check Number: 1597

DEBBIE CHICA TOIL 05-02
GREGG ALAN ANDERSON
4649 S.W. 103RD STREET RD.
OCALA, FL 34476-3677

1597

83-4/630 FL
1066

8/10/09
Date

Pay to the
Order of

Bank of America \$ 475.00
Four Hundred Seventy Five and 00/100 Dollars

Bank of America

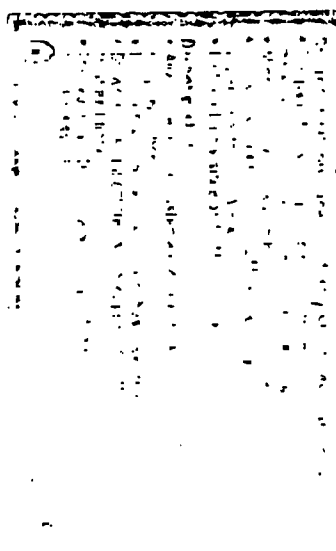
ACH R/T 063100277

For

Debbie Chica Toil

⑆063000047⑆ 005484104860⑈1597 ⑈00000047500⑈

Microfilm Edition



NOV 12

BANK OF AMERICA NA JAX
00110481384 E1557 61 F01
08/10/09
6650302480

99 80 30 9 33 728
2125 357

For Deposit
only

Notice to Purchaser: In the event this check is lost, misplaced or stolen, a sworn statement and 90 day waiting period will be required prior to replacement. This check should be negotiated within 90 days.

Date: **SEPTEMBER 01, 2009**

3081/1140
NTX

Banking Center
OCALA

0109145 00023 003703098

DEBBIE CHICA TOIL
Remitter (Purchased By)

****700.00****

Pay ****SEVEN HUNDRED DOLLARS AND 00 CENTS****

To
The
Order
Of ****TAYLOR BEAN & WHITAKER****

Authorized Signature

Bank of America, N.A.
San Antonio, Texas

VOID AFTER 90 DAYS

⑈ 3703098 ⑈ ⑆ 114000019⑆ 001641002047⑈

THE ORIGINAL DOCUMENT HAS REFLECTIVE WATERMARK ON THE BACK

DEBBIE CHICA TOIL 08-09
4649 S.W. 103RD STREET RD
OCALA, FL 34476-3677

103
63-4/630-FL
1145

9/1/09 Date

Pay to the Order of **Taylor Bean & Whitaker + \$250.00**
Two Hundred Fifty + 00/100 cents Dollars

Bank of America

ACH R/T 063100277

For **7700 cash 7250 ck**

⑆063000047⑆ 898030933728⑈0103

RECEIPT		NO. 1
Payee Name: Debbie Toil Address: 4649 SW 103 rd Street Road City, ST ZIP Code: Ocala, FL 34476		Payer Name: Taylor, Bean & Whitaker Mortgage Address: 315 NE 14 th Street City, ST ZIP Code: Ocala. FL 34470
DATE	DESCRIPTION	AMOUNT
09/01/09	September Rent Check # 103 in the amount of \$250.00 Cash in the amount of \$700.00 CASHIER'S CHECK 3703098 for 100 KWB	
	SUBTOTAL	950.00
	TAX	
	TOTAL	950.00

Received by: Kimberly Wages-Beal Date: 9/1/09

Verified
By
Cassie
Murray

THIS DOCUMENT HAS A COLORED BACKGROUND & MICROPRINTING. THE REVERSE SIDE OF THIS DOCUMENT HAS AN ARTIFICIAL WATERMARK.

Gregg A. Anderson
1020 NW/89th Drive
Gainesville, FL 32606
352.491.2885

P.O. Box 147029
Gainesville, FL 32614

63-7847 / 2631

3030

PAY TO THE
ORDER OF

Lester Bean & White
Nine Hundred fifty and no/100

Date

10/1/09

\$ 950.00

DOLLARS

MEMO: 4649 SW 103rd St Rd

Order # 34416 REPAIR

McQuinn

1:2531781781: 021392531 3030

RECEIPT		NO. 1
Payee Name: Debbie Toil Address: 4649 SW 103 Street Road City, ST ZIP Code: Ocala, FL 34476		Payer Name: Taylor, Bean & Whitaker Mortgage Address: 315 NE 14 th Street City, ST ZIP Code: Ocala, FL 34470
DATE	DESCRIPTION	AMOUNT
11/02/09	November payment	950.00
	SUBTOTAL	950.00
	TAX	
	TOTAL	950.00

DEBBIE CHICA TOIL 08-09 112
 4649 S.W. 103RD STREET RD
 Ocala, FL 34476-3677

November 1 2009
 Taylor, Bean & Whitaker Mgs \$ 950.00
 Nine Hundred Fifty & no 00/100 cents

Bank of America
 ACH R/T 063100277
 November 2009
 1:06 300000471: 89803093372810112

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Received By: *Debbie Chica Toil*