
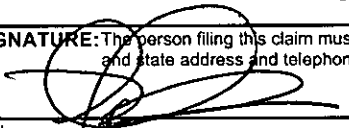


UNITED STATES BANKRUPTCY COURT MIDDLE DISTRICT OF FLORIDA JACKSONVILLE DIVISION		PROOF OF CLAIM	
In re: TAYLOR, BEAN & WHITAKER MORTGAGE CORP.		Case Number: 3:09-bk-07047-JAF	
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.		<input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.	
Name of Creditor and Address: the person or other entity to whom the debtor owes money or property <small>If necessary, please cross out pre-printed address and write in change of address.</small>			
Duncan + Associates, P.A. PO Box 249 Fl. Myers, FL 33902		<div style="border: 1px solid black; padding: 5px; display: inline-block;"> CLAIM FILED JACKSONVILLE, FLORIDA JUN 08 2010 </div>	
Creditor Telephone Number (239) 334-4574		<input checked="" type="checkbox"/> Check box if address above is to be sent.	
Name and address where payment should be sent (if different from above):		<input type="checkbox"/> Check this box if you are the debtor or trustee in this case.	
Payment Telephone Number ()		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Claim Number (if known): Filed on:	
1. AMOUNT OF CLAIM AS OF DATE CASE FILED \$ <u>12,496.00</u> 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. If all or part of your claim is entitled to priority, complete item 5.			
<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.			
2. BASIS FOR CLAIM: <u>Counsel for Court Receiver Appointed at Request of Debtor in Fee Co.</u>		(See instructions #2 and #3a on reverse side.)	
3. LAST FOUR DIGITS OF ANY NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR:		3a. Debtor may have scheduled account as:	
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 set off and provide the requested information Nature of property or right of setoff: Describe: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other _____ Value of Property: \$ _____ Annual Interest Rate: _____ % if any: \$ _____ Basis for Perfection: _____ Secured Claim Amount: \$ _____ Unsecured Claim Amount: \$ _____ Amount of arrearage and other charges as of time case filed included in secured claim,			
5. PRIORITY CLAIM <input type="checkbox"/> 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. You MUST 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 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) (_____). * Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.			
6. CREDITS: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.			
7. SUPPORTING DOCUMENTS: <u>Attach redacted copies of supporting documents</u> , such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of evidence of perfection of a security interest. (See definition of "redacted" on reverse side.) If the documents are not available, please explain. DATE-STAMPED COPY To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim. DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.			
The original of this completed proof of claim form must be sent by mail, hand, courier or overnight delivery (facsimile, telecopy or other electronic means NOT accepted), so that it is actually received on or before 5:00 p.m. prevailing Eastern Time on June 15, 2010, the Bar Date (as defined in the Bar Date Notice). By Regular Mail to: BMC Group, Inc. Attn: Taylor, Bean & Whitaker Mortgage Corp. Claim Processing PO Box 3020 Chanhassen, MN 55317-3020		THIS SPACE FOR COURT USE ONLY T, B & W Mortgage Corp.  01707	
DATE <u>6/3/10</u>		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 notice address above. Attach copy of power of attorney, if any.  Scanned: 6/8/2010-12:26:32 PM	

Duncan & Associates, P.A. – counsel for Gerard A. Mchale Receiver – Court appointed in various foreclosure proceedings pending in Lee County, Florida –
Riverwalk Condominiums

Fees due from Taylor, Bean & Whitaker Mortgage Corp.

Riverwalk Condo #	File #	Unpaid fees
814	2009039	\$252.50
815	2009040	\$610.00
825	2009041	\$476.00
746	2009055	\$422.50
843	2009056	\$455.00
813	2009062	\$617.50
817	2009063	\$520.00
818	2009064	\$617.50
821	2009065	\$617.50
725	2009076	\$617.50
726	2009077	\$357.50
747	2009078	\$422.50
748	2009079	\$422.50
816	2009080	\$670.00
844	2009081	\$617.50
822	2009082	\$650.00
723	2009101	\$617.50
823	2009102	\$845.00
826	2009103	\$617.50
832	2009104	\$617.50
729	2009185	\$330.00
732	2009186	\$330.00
828	2009187	\$510.00
744	2009224	\$282.50
Total		\$12,496.00

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844	2009081	\$617.50
822	2009082	\$650.00
723	2009101	\$617.50
823	2009102	\$845.00
826	2009103	\$617.50
832	2009104	\$617.50
729	2009185	\$330.00
732	2009186	\$330.00
828	2009187	\$510.00
744	2009224	\$282.50
Total		\$12,496.00

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PAGE 1
BILLING DATE: 05/31/10
ACCT NO.: GRD-2009039

Attn: ***Do Not Send***

RE: McHale/Riverwalk Condos unit 814

PREVIOUS BALANCE: \$252.50

ACCOUNT SUMMARY

		Aging of Previous Balance			
		1-30 Days	31-60 Days	61-90 Days	91+ Days
PREVIOUS BALANCE:	\$252.50	0.00	0.00	0.00	252.50
NEW SERVICES:	\$0.00				
NEW EXPENSES:	\$0.00				
NEW PAYMENTS:	\$0.00				
TOT. CURRENT PERIOD:	\$0.00				
CURRENT BALANCE:	\$252.50				

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BILLING DATE: 05/31/10
ACCT NO.: GRD-2009040

Attn: ***Do Not Send***

RE: McHale/Riverwalk Condos unit 815

PREVIOUS BALANCE: \$610.00

ACCOUNT SUMMARY

		Aging of Previous Balance			
		1-30 Days	31-60 Days	61-90 Days	91+ Days
PREVIOUS BALANCE:	\$610.00	0.00	0.00	0.00	610.00
NEW SERVICES:	\$0.00				
NEW EXPENSES:	\$0.00				
NEW PAYMENTS:	\$0.00				
TOT. CURRENT PERIOD:	\$0.00				
CURRENT BALANCE:	\$610.00				

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BILLING DATE: 05/31/10
ACCT NO.: GRD-2009041

Attn: ***Do Not Send***

RE: McHale/Riverwalk Condos unit 825

PREVIOUS BALANCE: \$476.00

ACCOUNT SUMMARY

		Aging of Previous Balance			
		1-30 Days	31-60 Days	61-90 Days	91+ Days
PREVIOUS BALANCE:	\$476.00	0.00	0.00	0.00	476.00
NEW SERVICES:	\$0.00				
NEW EXPENSES:	\$0.00				
NEW PAYMENTS:	\$0.00				
TOT. CURRENT PERIOD:	\$0.00				
CURRENT BALANCE:	\$476.00				

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PAGE 1
BILLING DATE: 05/31/10
ACCT NO.: GRD-2009055

Attn: ***Do Not Send***

RE: McHale/Riverwalk Condos unit 746

PREVIOUS BALANCE: \$422.50

ACCOUNT SUMMARY

		Aging of Previous Balance			
		1-30 Days	31-60 Days	61-90 Days	91+ Days
PREVIOUS BALANCE:	\$422.50	0.00	0.00	0.00	422.50
NEW SERVICES:	\$0.00				
NEW EXPENSES:	\$0.00				
NEW PAYMENTS:	\$0.00				
TOT. CURRENT PERIOD:	\$0.00				
CURRENT BALANCE:	\$422.50				

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BILLING DATE: 05/31/10
ACCT NO.: GRD-2009056

Attn: ***Do Not Send***

RE: McHale/Riverwalk Condos unit 843

PREVIOUS BALANCE: \$455.00

ACCOUNT SUMMARY

		Aging of Previous Balance			
		1-30 Days	31-60 Days	61-90 Days	91+ Days
PREVIOUS BALANCE:	\$455.00	0.00	0.00	0.00	455.00
NEW SERVICES:	\$0.00				
NEW EXPENSES:	\$0.00				
NEW PAYMENTS:	\$0.00				
TOT. CURRENT PERIOD:	\$0.00				
CURRENT BALANCE:	\$455.00				

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PAGE 1
BILLING DATE: 05/31/10
ACCT NO.: GRD-2009062

Attn: ***Do Not Send***

RE: McHale/Riverwalk Condos unit 813

PREVIOUS BALANCE: \$617.50

ACCOUNT SUMMARY

		Aging of Previous Balance			
		1-30 Days	31-60 Days	61-90 Days	91+ Days
PREVIOUS BALANCE:	\$617.50	0.00	0.00	0.00	617.50
NEW SERVICES:	\$0.00				
NEW EXPENSES:	\$0.00				
NEW PAYMENTS:	\$0.00				
TOT. CURRENT PERIOD:	\$0.00				
CURRENT BALANCE:	\$617.50				

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PAGE 1
BILLING DATE: 05/31/10
ACCT NO.: GRD-2009063

Attn: ***Do Not Send***

RE: McHale/Riverwalk Condos unit 817

PREVIOUS BALANCE: \$520.00

ACCOUNT SUMMARY

		Aging of Previous Balance			
		1-30 Days	31-60 Days	61-90 Days	91+ Days
PREVIOUS BALANCE:	\$520.00	0.00	0.00	0.00	520.00
NEW SERVICES:	\$0.00				
NEW EXPENSES:	\$0.00				
NEW PAYMENTS:	\$0.00				
TOT. CURRENT PERIOD:	\$0.00				
CURRENT BALANCE:	\$520.00				

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PAGE 1
BILLING DATE: 05/31/10
ACCT NO.: GRD-2009064

Attn: ***Do Not Send***

RE: McHale/Riverwalk Condos unit 818

PREVIOUS BALANCE: \$617.50

ACCOUNT SUMMARY

		Aging of Previous Balance			
		1-30 Days	31-60 Days	61-90 Days	91+ Days
PREVIOUS BALANCE:	\$617.50	0.00	0.00	0.00	617.50
NEW SERVICES:	\$0.00				
NEW EXPENSES:	\$0.00				
NEW PAYMENTS:	\$0.00				
TOT. CURRENT PERIOD:	\$0.00				
CURRENT BALANCE:	\$617.50				

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PAGE 1
BILLING DATE: 05/31/10
ACCT NO.: GRD-2009065

Attn: ***Do Not Send***

RE: McHale/Riverwalk Condos unit 821

PREVIOUS BALANCE: \$617.50

ACCOUNT SUMMARY

		Aging of Previous Balance			
		1-30 Days	31-60 Days	61-90 Days	91+ Days
PREVIOUS BALANCE:	\$617.50	0.00	0.00	0.00	617.50
NEW SERVICES:	\$0.00				
NEW EXPENSES:	\$0.00				
NEW PAYMENTS:	\$0.00				
TOT. CURRENT PERIOD:	\$0.00				
CURRENT BALANCE:	\$617.50				

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PAGE 1
BILLING DATE: 05/31/10
ACCT NO.: GRD-2009076

Attn: ***Do Not Send***

RE: McHale/Riverwalk Condos unit 725

PREVIOUS BALANCE: \$617.50

ACCOUNT SUMMARY

		Aging of Previous Balance			
		1-30 Days	31-60 Days	61-90 Days	91+ Days
PREVIOUS BALANCE:	\$617.50	0.00	0.00	0.00	617.50
NEW SERVICES:	\$0.00				
NEW EXPENSES:	\$0.00				
NEW PAYMENTS:	\$0.00				
TOT. CURRENT PERIOD:	\$0.00				
CURRENT BALANCE:	\$617.50				

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PAGE 1
BILLING DATE: 05/31/10
ACCT NO.: GRD-2009077

Attn: ***Do Not Send***

RE: McHale/Riverwalk Condos unit 726

PREVIOUS BALANCE: \$357.50

ACCOUNT SUMMARY

		Aging of Previous Balance			
		1-30 Days	31-60 Days	61-90 Days	91+ Days
PREVIOUS BALANCE:	\$357.50	0.00	0.00	0.00	357.50
NEW SERVICES:	\$0.00				
NEW EXPENSES:	\$0.00				
NEW PAYMENTS:	\$0.00				
TOT. CURRENT PERIOD:	\$0.00				
CURRENT BALANCE:	\$357.50				

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PAGE 1
BILLING DATE: 05/31/10
ACCT NO.: GRD-2009078

Attn: ***Do Not Send***

RE: McHale/Riverwalk Condos unit 747

PREVIOUS BALANCE: \$422.50

ACCOUNT SUMMARY

		Aging of Previous Balance			
		1-30 Days	31-60 Days	61-90 Days	91+ Days
PREVIOUS BALANCE:	\$422.50	0.00	0.00	0.00	422.50
NEW SERVICES:	\$0.00				
NEW EXPENSES:	\$0.00				
NEW PAYMENTS:	\$0.00				
TOT. CURRENT PERIOD:	\$0.00				
CURRENT BALANCE:	\$422.50				

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PAGE 1
BILLING DATE: 05/31/10
ACCT NO.: GRD-2009079

Attn: ***Do Not Send***

RE: McHale/Riverwalk Condos unit 748

PREVIOUS BALANCE: \$422.50

ACCOUNT SUMMARY

		Aging of Previous Balance			
		1-30 Days	31-60 Days	61-90 Days	91+ Days
PREVIOUS BALANCE:	\$422.50	0.00	0.00	0.00	422.50
NEW SERVICES:	\$0.00				
NEW EXPENSES:	\$0.00				
NEW PAYMENTS:	\$0.00				
TOT. CURRENT PERIOD:	\$0.00				
CURRENT BALANCE:	\$422.50				

Please return a copy of this statement to **5/8/2010 12:26:43 PM**
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PAGE 1
BILLING DATE: 05/31/10
ACCT NO.: GRD-2009080

Attn: ***Do Not Send***

RE: McHale/Riverwalk Condos unit 816

PREVIOUS BALANCE: \$670.00

ACCOUNT SUMMARY

		Aging of Previous Balance			
		1-30 Days	31-60 Days	61-90 Days	91+ Days
PREVIOUS BALANCE:	\$670.00	0.00	0.00	0.00	670.00
NEW SERVICES:	\$0.00				
NEW EXPENSES:	\$0.00				
NEW PAYMENTS:	\$0.00				
TOT. CURRENT PERIOD:	\$0.00				
CURRENT BALANCE:	\$670.00				

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PAGE 1
BILLING DATE: 05/31/10
ACCT NO.: GRD-2009081

Attn: ***Do Not Send***

RE: McHale/Riverwalk Condos Unit 844

PREVIOUS BALANCE: \$617.50

ACCOUNT SUMMARY

		Aging of Previous Balance			
		1-30 Days	31-60 Days	61-90 Days	91+ Days
PREVIOUS BALANCE:	\$617.50	0.00	0.00	0.00	617.50
NEW SERVICES:	\$0.00				
NEW EXPENSES:	\$0.00				
NEW PAYMENTS:	\$0.00				
TOT. CURRENT PERIOD:	\$0.00				
CURRENT BALANCE:	\$617.50				

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Gerard A. McHale, Jr.
1601 Jackson Street, Suite 200
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PAGE 1
BILLING DATE: 05/31/10
ACC'T NO.: GRD-2009082

Attn: ***Do Not Send***

RE: McHale/Riverwalk Condos unit 822

PREVIOUS BALANCE: \$650.00

ACCOUNT SUMMARY

		Aging of Previous Balance			
		1-30 Days	31-60 Days	61-90 Days	91+ Days
PREVIOUS BALANCE:	\$650.00	0.00	0.00	0.00	650.00
NEW SERVICES:	\$0.00				
NEW EXPENSES:	\$0.00				
NEW PAYMENTS:	\$0.00				
TOT. CURRENT PERIOD:	\$0.00				
CURRENT BALANCE:	\$650.00				

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PAGE 1
BILLING DATE: 05/31/10
ACCT NO.: GRD-2009101

Attn: ***Do Not Send***

RE: McHale/Riverwalk Condos unit 723

PREVIOUS BALANCE: \$617.50

ACCOUNT SUMMARY

		Aging of Previous Balance			
		1-30 Days	31-60 Days	61-90 Days	91+ Days
PREVIOUS BALANCE:	\$617.50	0.00	0.00	0.00	617.50
NEW SERVICES:	\$0.00				
NEW EXPENSES:	\$0.00				
NEW PAYMENTS:	\$0.00				
TOT. CURRENT PERIOD:	\$0.00				
CURRENT BALANCE:	\$617.50				

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PAGE 1
BILLING DATE: 05/31/10
ACCT NO.: GRD-2009102

Attn: ***Do Not Send***

RE: McHale/Riverwalk Condos unit 823

PREVIOUS BALANCE: \$845.00

ACCOUNT SUMMARY

		Aging of Previous Balance			
		1-30 Days	31-60 Days	61-90 Days	91+ Days
PREVIOUS BALANCE:	\$845.00	0.00	0.00	0.00	845.00
NEW SERVICES:	\$0.00				
NEW EXPENSES:	\$0.00				
NEW PAYMENTS:	\$0.00				
TOT. CURRENT PERIOD:	\$0.00				
CURRENT BALANCE:	\$845.00				

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Payment made after the billing date will be reflected on your next statement
After 30 days, unpaid balances will accrue interest at 12% per annum

DUNCAN & ASSOCIATES, P.A.

P.O. Box 249
Fort Myers, FL 33902
239-334-4574

Gerard A. McHale, Jr.
1601 Jackson Street, Suite 200
Fort Myers, Florida 33901

PAGE 1
BILLING DATE: 05/31/10
ACCT NO.: GRD-2009103

Attn: ***Do Not Send***

RE: McHale/Riverwalk Condos unit 826

PREVIOUS BALANCE: \$617.50

ACCOUNT SUMMARY

		Aging of Previous Balance			
		1-30 Days	31-60 Days	61-90 Days	91+ Days
PREVIOUS BALANCE:	\$617.50	0.00	0.00	0.00	617.50
NEW SERVICES:	\$0.00				
NEW EXPENSES:	\$0.00				
NEW PAYMENTS:	\$0.00				
TOT. CURRENT PERIOD:	\$0.00				
CURRENT BALANCE:	\$617.50				

Please return a copy of this invoice with payment
Payment made after the billing date will be reflected on your next statement
After 30 days, unpaid balances will accrue interest at 12% per annum

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P.O. Box 249
Fort Myers, FL 33902
239-334-4574

Gerard A. McHale, Jr.
1601 Jackson Street, Suite 200
Fort Myers, Florida 33901

PAGE 1
BILLING DATE: 05/31/10
ACCT NO.: GRD-2009104

Attn: ***Do Not Send***

RE: McHale/Riverwalk Condos unit 832

PREVIOUS BALANCE: \$617.50

ACCOUNT SUMMARY

		Aging of Previous Balance			
		1-30 Days	31-60 Days	61-90 Days	91+ Days
PREVIOUS BALANCE:	\$617.50	0.00	0.00	0.00	617.50
NEW SERVICES:	\$0.00				
NEW EXPENSES:	\$0.00				
NEW PAYMENTS:	\$0.00				
TOT. CURRENT PERIOD:	\$0.00				
CURRENT BALANCE:	\$617.50				

Please return a copy of this invoice with payment
Payment made after the billing date will be reflected on your next statement
After 30 days, unpaid balances will accrue interest at 12% per annum

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DUNCAN & ASSOCIATES, P.A.

P.O. Box 249
Fort Myers, FL 33902
239-334-4574

Gerard A. McHale, Jr.
1601 Jackson Street, Suite 200
Fort Myers, Florida 33901

PAGE 1
BILLING DATE: 05/31/10
ACCT NO.: GRD-2009185

Attn: ***Do Not Send***

RE: McHale/Riverwalk Condos unit 729

PREVIOUS BALANCE: \$330.00

ACCOUNT SUMMARY

		Aging of Previous Balance			
		1-30 Days	31-60 Days	61-90 Days	91+ Days
PREVIOUS BALANCE:	\$330.00	0.00	0.00	0.00	330.00
NEW SERVICES:	\$0.00				
NEW EXPENSES:	\$0.00				
NEW PAYMENTS:	\$0.00				
TOT. CURRENT PERIOD:	\$0.00				
CURRENT BALANCE:	\$330.00				

Please return a copy of this invoice with payment
Payment made after the billing date will be reflected on your next statement
After 30 days, unpaid balances will accrue interest at 12% per annum

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DUNCAN & ASSOCIATES, P.A.

P.O. Box 249
Fort Myers, FL 33902
239-334-4574

Gerard A. McHale, Jr.
1601 Jackson Street, Suite 200
Fort Myers, Florida 33901

PAGE 1
BILLING DATE: 05/31/10
ACCT NO.: GRD-2009186

Attn: ***Do Not Send***

RE: McHale/Riverwalk Condos unit 732

PREVIOUS BALANCE: \$330.00

ACCOUNT SUMMARY

		Aging of Previous Balance			
		1-30 Days	31-60 Days	61-90 Days	91+ Days
PREVIOUS BALANCE:	\$330.00	0.00	0.00	0.00	330.00
NEW SERVICES:	\$0.00				
NEW EXPENSES:	\$0.00				
NEW PAYMENTS:	\$0.00				
TOT. CURRENT PERIOD:	\$0.00				
CURRENT BALANCE:	\$330.00				

Please return a copy of this invoice with payment
Payment made after the billing date will be reflected on your next statement
After 30 days, unpaid balances will accrue interest at 12% per annum

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DUNCAN & ASSOCIATES, P.A.

P.O. Box 249
Fort Myers, FL 33902
239-334-4574

Gerard A. McHale, Jr.
1601 Jackson Street, Suite 200
Fort Myers, Florida 33901

PAGE 1
BILLING DATE: 05/31/10
ACCT NO.: GRD-2009187

Attn: ***Do Not Send***

RE: McHale/Riverwalk Condos unit 828

PREVIOUS BALANCE: \$510.00

ACCOUNT SUMMARY

		Aging of Previous Balance			
		1-30 Days	31-60 Days	61-90 Days	91+ Days
PREVIOUS BALANCE:	\$510.00	0.00	0.00	0.00	510.00
NEW SERVICES:	\$0.00				
NEW EXPENSES:	\$0.00				
NEW PAYMENTS:	\$0.00				
TOT. CURRENT PERIOD:	\$0.00				
CURRENT BALANCE:	\$510.00				

Please return a copy of this invoice with payment
Payment made after the billing date will be reflected on your next statement
After 30 days, unpaid balances will accrue interest at 12% per annum

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DUNCAN & ASSOCIATES, P.A.

P.O. Box 249
Fort Myers, FL 33902
239-334-4574

Gerard A. McHale, Jr.
1601 Jackson Street, Suite 200
Fort Myers, Florida 33901

PAGE 1
BILLING DATE: 05/31/10
ACCT NO.: GRD-2009203

Attn: ***Do Not Send***

RE: Gerard A. McHale Jr. as Receiver for
Boca Bay Builders s/t Turner, Kathleen

ACCOUNT SUMMARY

		Aging of Previous Balance			
		1-30 Days	31-60 Days	61-90 Days	91+ Days
PREVIOUS BALANCE:	\$0.00	0.00	0.00	0.00	0.00
NEW SERVICES:	\$0.00				
NEW EXPENSES:	\$0.00				
NEW PAYMENTS:	\$0.00				
TOT. CURRENT PERIOD:	\$0.00				
CURRENT BALANCE:	\$0.00				

Please return a copy of this invoice with payment.
Payment made after the billing date will be reflected on your next statement
After 30 days, unpaid balances will accrue interest at 12% per annum

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DUNCAN & ASSOCIATES, P.A.

P.O. Box 249
Fort Myers, FL 33902
239-334-4574

Gerard A. McHale, Jr.
1601 Jackson Street, Suite 200
Fort Myers, Florida 33901

PAGE 1
BILLING DATE: 05/31/10
ACCT NO.: GRD-2009209

Attn: ***Do Not Send***

RE: Gerard A. McHale Jr. as Receiver for
Boca Bay Builders s/t Crane, Philip

ACCOUNT SUMMARY

		Aging of Previous Balance			
		1-30 Days	31-60 Days	61-90 Days	91+ Days
PREVIOUS BALANCE:	\$0.00	0.00	0.00	0.00	0.00
NEW SERVICES:	\$0.00				
NEW EXPENSES:	\$0.00				
NEW PAYMENTS:	\$0.00				
TOT. CURRENT PERIOD:	\$0.00				
CURRENT BALANCE:	\$0.00				

Please return a copy of this invoice with payment
Payment made after the billing date will be reflected on your next statement
After 30 days, unpaid balances will accrue interest at 12% per annum

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DUNCAN & ASSOCIATES, P.A.

P.O. Box 249
Fort Myers, FL 33902
239-334-4574

Gerard A. McHale, Jr.
1601 Jackson Street, Suite 200
Fort Myers, Florida 33901

PAGE 1
BILLING DATE: 05/31/10
ACCT NO.: GRD-2009224

Attn: ***Do Not Send***

RE: McHale/Riverwalk Condos unit 744

PREVIOUS BALANCE: \$282.50

ACCOUNT SUMMARY

		Aging of Previous Balance			
		1-30 Days	31-60 Days	61-90 Days	91+ Days
PREVIOUS BALANCE:	\$282.50	0.00	0.00	0.00	282.50
NEW SERVICES:	\$0.00				
NEW EXPENSES:	\$0.00				
NEW PAYMENTS:	\$0.00				
TOT. CURRENT PERIOD:	\$0.00				
CURRENT BALANCE:	\$282.50				

Please return a copy of this invoice with **Scanned: 6/9/2010 12:26:53 PM**
Payment made after the billing date will be reflected on your next statement
After 30 days, unpaid balances will accrue interest at 12% per annum

IN THE CIRCUIT COURT OF THE TWENTIETH JUDICIAL CIRCUIT IN AND FOR
LEE COUNTY, FLORIDA CIVIL ACTION

TAYLOR, BEAN & WHITAKER
MORTGAGE CORP.,

Plaintiff,

vs.

CASE NO. 08-CA-16243

CLAUDE BRAME; UNKNOWN
SPOUSE OF CLAUDE BRAME;
JANE AND JOHN DOE,
OCCUPANTS; AND TERRACE IV
AT RIVERWALK CONDOMINIUM
ASSOCIATION, INC.,

Defendants.

ORDER GRANTING PLAINTIFF'S
MOTION FOR APPOINTMENT OF RECEIVER

THIS CAUSE, having come on to be heard upon Plaintiff's, Taylor, Bean & Whitaker Mortgage Corp., Motion for Appointment of Receiver and the Court having considered the same and there being no opposition to the motion, it is

ORDERED AND ADJUDGED as follows:

1. Plaintiff's Motion for Appointment of Receiver is granted.
2. **Appointment.** R. David Isley ("Receiver") is hereby appointed Receiver of the real and personal property (the "Property") described in Exhibit "A", attached hereto and made a part hereof.

3. Oath. The Receiver shall promptly file his Oath of Receiver with the Court whereby he shall undertake and agree to fully and truthfully perform his duties as Receiver in this action.

4. Possession of Property. Receiver shall immediately take control and possession of the Property and shall retain control and possession of the Property until further order of this Court. Any management company or representative of Defendant currently in possession of the Property shall immediately relinquish possession of the Property to the Receiver. Any such management company or other representative of Defendant shall deliver to the Receiver all keys to the Property; all tenant security deposits, (which will be held in an interest bearing account); copies of all existing written leases; and copies of all accounting sheets and records regarding the operation and maintenance of the Property.

5. Delivery of Leases. Each tenant now occupying the Property shall immediately deliver to the Receiver a complete copy of any existing written lease.

6. Rental of Property and Collection of Rental Income. Receiver shall collect all rents, issues, proceeds, profits, revenue and income from the Property and deposit said income into an interest bearing trust account which account shall be maintained at a bank or savings and loan association whose deposits are insured by the FDIC. Receiver shall have the authority to withdraw funds from said trust account for the sole purposes of managing, preserving, protecting and maintaining the Property and insurance thereon. Upon the entry of a Final Judgment in this cause, the Court shall make a further order regarding the distribution of the funds in said trust account.

Receiver shall have the authority to initiate eviction actions against any tenant in violation of its lease agreement, and shall be empowered to employ legal counsel at a reasonable fee for the purposes of maintaining any necessary eviction actions. Receiver shall have the power to enter into leases, permits, certificates, sales, contracts, agreements, occupancy agreements, or other customary arrangements for operating the Property in the same manner as would an owner. Notwithstanding the foregoing, the Receiver shall not be obligated to rent the Property during the term of his Receivership.

7. **Specific Duties of Receiver.** Receiver shall use his best efforts to manage, preserve, protect, and maintain the Property in a reasonable, prudent, diligent and efficient manner, and may engage such employees, agents, and contractors as are necessary or appropriate to accomplish the foregoing. Without limitation of that general duty, Receiver shall have the following specific duties:

a. **Records.** Receiver shall maintain a comprehensive system of office records, books and accountings concerning the expenses related to maintaining the Property and the collection of rents, issues, proceeds, profits, revenue and income as set forth in Paragraph 7 herein. Upon reasonable notice, and at all reasonable times, the parties to this action and its representatives shall have reasonable access to such records, accounts and books and to all vouchers, files and all other material pertaining to the operation of the Property, all of which the Receiver agrees to keep safe, available and separate from any records not having to do with the operation of the Property.

b. **Legal Requirements.** Receiver shall ensure that all aspects of the Property, and its operation and management, comply with any and all laws, regulations, orders or requirements affecting the Property issued by any federal, state, county or municipal authority having jurisdiction there over, to the extent any portion of the Property is not currently in compliance with such authorities, the Receiver shall use his best efforts to bring the Property into compliance.

c. **Major Repairs and Improvements.** The Receiver may contract with any individual or entity necessary to protect, supervise, manage, operate or improve said Property in accordance with this Order.

d. **Real Estate Taxes.** Receiver shall have the authority, but not the obligation, to pay the real estate taxes on the Property from the funds available in the trust account established pursuant to Paragraph 7 herein. Receiver shall also have the authority to contest the real estate tax assessment for the Property, and to hire independent contractors or legal counsel basis for such services.

e. **No Waste.** Unless otherwise permitted by current leases, Receiver shall not suffer, cause or permit (I) any removal of any real or personal property which currently constitutes any part of the Property nor (ii) any waste of the Property or any components thereof.

8. **Inventory and Monthly Rents.** Within forty five (45) days from the date of this Order, Receiver shall file a true and complete inventory under oath of all property coming under his possession and control. Receiver is directed to file semiannual status reports commencing on July 1, 2009, and every six months thereafter. As the

Property shall remain in his possession. Alternatively, in the event the Property is leased and only if the Property is leased, the Receiver is directed to prepare a monthly financial statement and status report for each month on or before the 15th day of each month commencing on the first (1st) month following the payment of any rent. The Receiver is directed to serve a copy of each report to the attorneys of record for the parties herein. The financial statement and status reports must be filed under oath.

9. **Fees.** For his services performed hereunder, the Receiver shall charge an hourly rate for him and his staff, ranging from \$35.00 to \$300.00 an hour, and shall be entitled to reimbursement of reasonable out-of-pocket expenses. The Court orders that the Receiver will have a priority in the funds and assets collected from the Property (rents, issues, proceeds, revenues, profits or income) to secure payment of his costs and fees, plus all reasonable travel costs of employees who are involved with managing the Property. The Receiver may petition the Court for the award of reasonable fees based on the foregoing rate, which petition may be on an interim basis. Applications for such compensation may be submitted by mail and granted by Order of the Court without a hearing upon ten (10) days written notice to Plaintiff and Defendants (or their counsel), provided that no party objects to the Receiver's application for compensation during such ten (10) day period.

10. **Receiver's Certificates.** Without further Order of this Court, Receiver may borrow funds for the performance of Receiver's duties hereunder, in such increments as Plaintiff and the receiver may agree, and may issue its Certificates of Indebtedness in the form attached hereto as Exhibit "B" (hereinafter "Primary Certificate").

Summary of Judgment, 2016 WL 2265171 (D. Md. 4/13/2016), 2016 WL 2265171

borrowing. The principal and interest evidenced by each such Primary Certificate shall be a first and prior lien and security interest upon the Property and upon all rents, earnings and income of said Property. The lien of each Primary Certificate shall be prior and superior to the rights, titles, and interests in the Property of all parties to this action, and all persons whose interests are governed by the Lis Pendens pursuant to Section 48.23, Fla. Stat., as well as to the lien on the mortgage and other security instruments for which foreclosure is sought in this action and the promissory notes and other obligations secured thereby (hereinafter, the "Security Documents").

11. **Counsel.** Receiver is hereby empowered to employ his own legal counsel to furnish legal advice and legal action to the Receiver for any purposes as may be necessary during the period of Receivership.

12. **Entry of Orders.** Any motion submitted to the Court by the Receiver and duly copied to all parties, including but not limited to motion(s) for the award of fees to the Receiver and Receiver's counsel shall, unless objected to in writing by any party, within ten (10) days of the date of said motion(s), be deemed to be stipulated to and the Court may then, without further hearing, enter an Order approving said motion(s).

13. The parties hereto shall cooperate with the Receiver at all times during the course of the Receivership and shall turn over and deliver to the Receiver all property and documents to which the Receiver is given possession, custody and control by virtue of this Order.

14. The parties hereto, and their agents, servants, employees, representatives and attorneys, are hereby enjoined from interfering in any way with the Receivership and the management of the Property until further Order of this Court.

DONE AND ORDERED in Chambers, Fort Myers, Lee County, Florida, on this 2nd day of March, 2009.



Joseph C. Fuller
Circuit Judge

Service of the foregoing
pursuant to Rule 1.080,
Florida Rules of Civil
Procedure, the foregoing
has been served by regular
U.S. Mail this 2 day
of March, 2009 upon:

George H. Knott, Esq.
Claude Brame
Unknown Spouse of Claude Brame
Terrace IV at Riverwalk Condominium Association, Inc.

By: 

Judicial Assistant to Judge Fuller

EXHIBIT "A"

Unit No. 723, Building No. 7 of Terrace IV at Riverwalk, a Condominium, according to The Declaration of Condominium recorded in Instrument No. 2006000211327, and all exhibits and amendments thereof, Public Records of Lee County, Florida.

IN THE CIRCUIT COURT OF THE TWENTIETH JUDICIAL CIRCUIT IN AND FOR
LEE COUNTY, FLORIDA CIVIL ACTION

TAYLOR, BEAN & WHITAKER
MORTGAGE CORP.,

Plaintiff,

vs.

CASE NO. 08-CA-16243

CLAUDE BRAME; UNKNOWN
SPOUSE OF CLAUDE BRAME;
JANE AND JOHN DOE,
OCCUPANTS; AND TERRACE IV
AT RIVERWALK CONDOMINIUM
ASSOCIATION, INC.,

Defendants.

COPY

RECEIVER'S (FIRST) LIEN CERTIFICATE

NO. 1

FOR VALUE RECEIVED, the undersigned, R. David Isley, as the duly appointed Receiver in this action and not in his individual capacity ("Receiver"), promises to pay to the order of _____ or its successor and assigns, the sum of _____ and ___/100 Dollars (\$ _____), with interest thereon, computed daily on the principal balance outstanding hereunder, from the date hereof until paid, at the variable rate equal to two percent (2%) per annum in excess of the Prime Rate as published in the Wall Street Journal ("Index") which interest rate will be adjusted from time to time based upon the Index then in effect, which adjustments will be effective on the date of change of the Index. The sums due on this Certificate,

EXHIBIT "B"

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together with all accrued interest, shall be paid on or before the entry of an Order of Dismissal of the Complaint filed by Plaintiff or a Final Judgment in favor of Plaintiff in the above styled action, whichever shall first occur. Both principal and interest are payable in lawful money of the United States of America at the main office of the holder, or at such other place as the holder may designate.

Pursuant to the Order of the Court in this action, this certificate constitutes a lien upon all property, real, personal and mixed, of whatsoever nature or character, wherever situated, which is described in the security instruments attached to Plaintiff's Complaint heretofore filed in this action, and upon all rents, assessments, earnings, and income therefrom (all herein called the "Property"). The lien of this Certificate upon the Property is prior and superior to the rights, titles, and interests of: (a) all parties named in the captioned action; (b) the lien of the mortgages and other security instruments sought to be foreclosed herein, and the indebtedness and obligations secured thereby; (c) any judgment holders or mechanic's liens against the Property; and (d) the claims of all stockholders, partners, or creditors of the owners of the Property or of anyone claiming by, through, or under those owners; provided, however, that no Certificate of Indebtedness issued in this action shall have priority over any other Certificate of Indebtedness issued in this action, either as to principal or interest.

Without limitation of the foregoing, the indebtedness evidenced by this Certificate of Indebtedness is also secured by the lien and security interest of the mortgage and security instruments which encumber the Property and for which foreclosure is sought by Plaintiff, Taylor, Bean & Whitaker Mortgage Corp. in this action.

This Certificate of Indebtedness is executed by the Receiver, not personally, but as Receiver aforesaid and is payable only out of the Property and in the manner provided by Order authorizing such Certificate. No personal liability shall be asserted or shall be enforceable against the Receiver hereunder.

IN WITNESS WHEREOF, the Receiver has executed this Certificate on this ____ day of _____, 2009.

R. David Isley
Not individually, but as Receiver

IN THE CIRCUIT COURT OF THE TWENTIETH JUDICIAL CIRCUIT IN AND FOR
LEE COUNTY, FLORIDA CIVIL ACTION

TAYLOR, BEAN & WHITAKER
MORTGAGE CORP.,

Plaintiff,

vs.

CASE NO. 08-CA-16259

CLAUDE BRAME; UNKNOWN
SPOUSE OF CLAUDE BRAME;
JANE AND JOHN DOE,
OCCUPANTS; AND TERRACE IV
AT RIVERWALK CONDOMINIUM
ASSOCIATION, INC.,

Defendants.

_____ /

ORDER GRANTING PLAINTIFF'S
MOTION FOR APPOINTMENT OF RECEIVER

THIS CAUSE, having come on to be heard upon Plaintiff's, Taylor, Bean & Whitaker Mortgage Corp., Motion for Appointment of Receiver and the Court having considered the same and there being no opposition to the motion, it is

ORDERED AND ADJUDGED as follows:

1. Plaintiff's Motion for Appointment of Receiver is granted.
2. **Appointment.** R. David Isley ("Receiver") is hereby appointed Receiver of the real and personal property (the "Property") described in Exhibit "A", attached hereto and made a part hereof.

3. **Oath.** The Receiver shall promptly file his Oath of Receiver with the Court whereby he shall undertake and agree to fully and truthfully perform his duties as Receiver in this action.

4. **Possession of Property.** Receiver shall immediately take control and possession of the Property and shall retain control and possession of the Property until further order of this Court. Any management company or representative of Defendant currently in possession of the Property shall immediately relinquish possession of the Property to the Receiver. Any such management company or other representative of Defendant shall deliver to the Receiver all keys to the Property; all tenant security deposits, (which will be held in an interest bearing account); copies of all existing written leases; and copies of all accounting sheets and records regarding the operation and maintenance of the Property.

5. **Delivery of Leases.** Each tenant now occupying the Property shall immediately deliver to the Receiver a complete copy of any existing written lease.

6. **Rental of Property and Collection of Rental Income.** Receiver shall collect all rents, issues, proceeds, profits, revenue and income from the Property and deposit said income into an interest bearing trust account which account shall be maintained at a bank or savings and loan association whose deposits are insured by the FDIC. Receiver shall have the authority to withdraw funds from said trust account for the sole purposes of managing, preserving, protecting and maintaining the Property and insurance thereon. Upon the entry of a Final Judgment in this cause, the Court shall

make a further order regarding the distribution of the funds in said trust account. Receiver shall have the authority to initiate eviction actions against any tenant in violation of its lease agreement, and shall be empowered to employ legal counsel at a reasonable fee for the purposes of maintaining any necessary eviction actions. Receiver shall have the power to enter into leases, permits, certificates, sales, contracts, agreements, occupancy agreements, or other customary arrangements for operating the Property in the same manner as would an owner. Notwithstanding the foregoing, the Receiver shall not be obligated to rent the Property during the term of his Receivership.

7. **Specific Duties of Receiver.** Receiver shall use his best efforts to manage, preserve, protect, and maintain the Property in a reasonable, prudent, diligent and efficient manner, and may engage such employees, agents, and contractors as are necessary or appropriate to accomplish the foregoing. Without limitation of that general duty, Receiver shall have the following specific duties:

a. **Records.** Receiver shall maintain a comprehensive system of office records, books and accountings concerning the expenses related to maintaining the Property and the collection of rents, issues, proceeds, profits, revenue and income as set forth in Paragraph 7 herein. Upon reasonable notice, and at all reasonable times, the parties to this action and its representatives shall have reasonable access to such records, accounts and books and to all vouchers, files and all other material pertaining to the operation of the Property, all of which the Receiver

agrees to keep safe, available and separate from any records not having to do with the operation of the Property.

b. **Legal Requirements.** Receiver shall ensure that all aspects of the Property, and its operation and management, comply with any and all laws, regulations, orders or requirements affecting the Property issued by any federal, state, county or municipal authority having jurisdiction there over, to the extent any portion of the Property is not currently in compliance with such authorities, the Receiver shall use his best efforts to bring the Property into compliance.

c. **Major Repairs and Improvements.** The Receiver may contract with any individual or entity necessary to protect, supervise, manage, operate or improve said Property in accordance with this Order.

d. **Real Estate Taxes.** Receiver shall have the authority, but not the obligation, to pay the real estate taxes on the Property from the funds available in the trust account established pursuant to Paragraph 7 herein. Receiver shall also have the authority to contest the real estate tax assessment for the Property, and to hire independent contractors or legal counsel basis for such services.

e. **No Waste.** Unless otherwise permitted by current leases, Receiver shall not suffer, cause or permit (i) any removal of any real or personal property which currently constitutes any part of the Property nor (ii) any waste of the Property or any components thereof.

8. **Inventory and Monthly Rents.** Within forty five (45) days from the date of this Order, Receiver shall file a true and complete inventory under oath of all property coming under his possession and control. Receiver is directed to file semiannual status reports commencing on July 1, 2009, and every six (6) months thereafter so long as the Property shall remain in his possession. Alternatively, in the event the Property is leased and only if the Property is leased, the Receiver is directed to prepare a monthly financial statement and status report for each month on or before the 15th day of each month commencing on the first (1st) month following the payment of any rent. The Receiver is directed to serve a copy of each report to the attorneys of record for the parties herein. The financial statement and status reports must be filed under oath.

9. **Fees.** For his services performed hereunder, the Receiver shall charge an hourly rate for him and his staff, ranging from \$35.00 to \$300.00 an hour, and shall be entitled to reimbursement of reasonable out-of-pocket expenses. The Court orders that the Receiver will have a priority in the funds and assets collected from the Property (rents, issues, proceeds, revenues, profits or income) to secure payment of his costs and fees, plus all reasonable travel costs of employees who are involved with managing the Property. The Receiver may petition the Court for the award of reasonable fees based on the foregoing rate, which petition may be on an interim basis. Applications for such compensation may be submitted by mail and granted by Order of the Court without a hearing upon ten (10) days written notice to Plaintiff and Defendants (or their counsel),

provided that no party objects to the Receiver's application for compensation during such ten (10) day period.

10. **Receiver's Certificates.** Without further Order of this Court, Receiver may borrow funds for the performance of Receiver's duties hereunder, in such increments as Plaintiff and the receiver may agree, and may issue its Certificates of Indebtedness in the form attached hereto as Exhibit "B" (hereinafter "Primary Certificates) to evidence such borrowing. The principal and interest evidenced by each such Primary Certificate shall be a first and prior lien and security interest upon the Property and upon all rents, earnings and income of said Property. The lien of each Primary Certificate shall be prior and superior to the rights, titles, and interests in the Property of all parties to this action, and all persons whose interests are governed by the Lis Pendens pursuant to Section 48.23, Fla. Stat., as well as to the lien on the mortgage and other security instruments for which foreclosure is sought in this action and the promissory notes and other obligations secured thereby (hereinafter, the "Security Documents").

11. **Counsel.** Receiver is hereby empowered to employ his own legal counsel to furnish legal advice and legal action to the Receiver for any purposes as may be necessary during the period of Receivership.

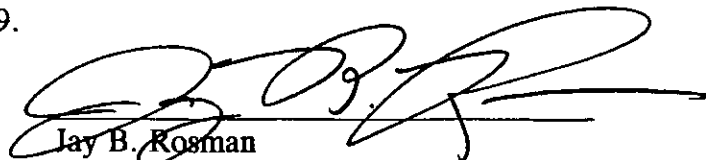
12. **Entry of Orders.** Any motion submitted to the Court by the Receiver and duly copied to all parties, including but not limited to motion(s) for the award of fees to the Receiver and Receiver's counsel shall, unless objected to in writing by any party,

within ten (10) days of the date of said motion(s), be deemed to be stipulated to and the Court may then, without further hearing, enter an Order approving said motion(s).

13. The parties hereto shall cooperate with the Receiver at all times during the course of the Receivership and shall turn over and deliver to the Receiver all property and documents to which the Receiver is given possession, custody and control by virtue of this Order.

14. The parties hereto, and their agents, servants, employees, representatives and attorneys, are hereby enjoined from interfering in any way with the Receivership and the management of the Property until further Order of this Court.

DONE AND ORDERED in Chambers, Fort Myers, Lee County, Florida, on this 16 day of Feb., 2009.


Jay B. Rosman
Circuit Judge

Service of the foregoing
pursuant to Rule 1.080,
Florida Rules of Civil
Procedure, the foregoing
has been served by regular
U.S. Mail this 16 day
of Feb, 2009 upon:

George H. Knott, Esq.
Claude Brame
Unknown Spouse of Claude Brame
Terrace IV at Riverwalk Condominium Association, Inc.


By: 
Judicial Assistant to Judge Rosman

EXHIBIT "A"

Unit No. 725, Building 7 of Terrace IV at Riverwalk, a Condominium, according to The Declaration of Condominium recorded in Instrument No. 2006000211327, and all exhibits and amendments thereof, Public Records of Lee County, Florida.

IN THE CIRCUIT COURT OF THE TWENTIETH JUDICIAL CIRCUIT IN AND FOR
LEE COUNTY, FLORIDA CIVIL ACTION

TAYLOR, BEAN & WHITAKER
MORTGAGE CORP.,

Plaintiff,

vs.

CASE NO. 08-CA-16259

COPY

CLAUDE BRAME; UNKNOWN
SPOUSE OF CLAUDE BRAME;
JANE AND JOHN DOE,
OCCUPANTS; AND TERRACE IV
AT RIVERWALK CONDOMINIUM
ASSOCIATION, INC.,

Defendants.

_____ /

RECEIVER'S (FIRST) LIEN CERTIFICATE

NO. 1

FOR VALUE RECEIVED, the undersigned, R. David Isley, as the duly appointed Receiver in this action and not in his individual capacity ("Receiver"), promises to pay to the order of _____ or its successor and assigns, the sum of _____ and ___/100 Dollars (\$_____), with interest thereon, computed daily on the principal balance outstanding hereunder, from the date hereof until paid, at the variable rate equal to two percent (2%) per annum in excess of the Prime Rate as published in the Wall Street Journal ("Index") which interest rate will be adjusted from time to time based upon the Index then in effect, which adjustments will

be effective on the date of change of the Index. The sums due on this Certificate, together with all accrued interest, shall be paid on or before the entry of an Order of Dismissal of the Complaint filed by Plaintiff or a Final Judgment in favor of Plaintiff in the above styled action, whichever shall first occur. Both principal and interest are payable in lawful money of the United States of America at the main office of the holder, or at such other place as the holder may designate.

Pursuant to the Order of the Court in this action, this certificate constitutes a lien upon all property, real, personal and mixed, of whatsoever nature or character, wherever situated, which is described in the security instruments attached to Plaintiff's Complaint heretofore filed in this action, and upon all rents, assessments, earnings, and income therefrom (all herein called the "Property"). The lien of this Certificate upon the Property is prior and superior to the rights, titles, and interests of: (a) all parties named in the captioned action; (b) the lien of the mortgages and other security instruments sought to be foreclosed herein, and the indebtedness and obligations secured thereby; (c) any judgment holders or mechanic's liens against the Property; and (d) the claims of all stockholders, partners, or creditors of the owners of the Property or of anyone claiming by, through, or under those owners; provided, however, that no Certificate of Indebtedness issued in this action shall have priority over any other Certificate of Indebtedness issued in this action, either as to principal or interest.

Without limitation of the foregoing, the indebtedness evidenced by this Certificate of Indebtedness is also secured by the lien and security interest of the mortgage and

security instruments which encumber the Property and for which foreclosure is sought by Plaintiff, Taylor, Bean & Whitaker Mortgage Corp., in this action.

This Certificate of Indebtedness is executed by the Receiver, not personally, but as Receiver aforesaid and is payable only out of the Property and in the manner provided by Order authorizing such Certificate. No personal liability shall be asserted or shall be enforceable against the Receiver hereunder.

IN WITNESS WHEREOF, the Receiver has executed this Certificate on this ____ day of _____, 2009.

R. David Isley
Not individually, but as Receiver

IN THE CIRCUIT COURT OF THE TWENTIETH JUDICIAL CIRCUIT IN AND FOR
LEE COUNTY, FLORIDA CIVIL ACTION

TAYLOR, BEAN & WHITAKER
MORTGAGE CORP.,

Plaintiff,

vs.

CASE NO. 08-CA-16253

CLAUDE BRAME; UNKNOWN
SPOUSE OF CLAUDE BRAME;
JANE AND JOHN DOE,
OCCUPANTS; AND TERRACE IV
AT RIVERWALK CONDOMINIUM
ASSOCIATION, INC.,

Defendants.

ORDER GRANTING PLAINTIFF'S
MOTION FOR APPOINTMENT OF RECEIVER

THIS CAUSE, having come on to be heard upon Plaintiff's, Taylor, Bean & Whitaker Mortgage Corp., Motion for Appointment of Receiver and the Court having considered the same and there being no opposition to the motion, it is

ORDERED AND ADJUDGED as follows:

1. Plaintiff's Motion for Appointment of Receiver is granted.
2. Appointment. R. David Isley ("Receiver") is hereby appointed Receiver of the real and personal property (the "Property") described in Exhibit "A", attached hereto and made a part hereof.

3. **Oath.** The Receiver shall promptly file his Oath of Receiver with the Court whereby he shall undertake and agree to fully and truthfully perform his duties as Receiver in this action.

4. **Possession of Property.** Receiver shall immediately take control and possession of the Property and shall retain control and possession of the Property until further order of this Court. Any management company or representative of Defendant currently in possession of the Property shall immediately relinquish possession of the Property to the Receiver. Any such management company or other representative of Defendant shall deliver to the Receiver all keys to the Property; all tenant security deposits, (which will be held in an interest bearing account); copies of all existing written leases; and copies of all accounting sheets and records regarding the operation and maintenance of the Property.

5. **Delivery of Leases.** Each tenant now occupying the Property shall immediately deliver to the Receiver a complete copy of any existing written lease.

6. **Rental of Property and Collection of Rental Income.** Receiver shall collect all rents, issues, proceeds, profits, revenue and income from the Property and deposit said income into an interest bearing trust account which account shall be maintained at a bank or savings and loan association whose deposits are insured by the FDIC. Receiver shall have the authority to withdraw funds from said trust account for the sole purposes of managing, preserving, protecting and maintaining the Property and insurance thereon. Upon the entry of a Final Judgment in this cause, the Court shall

make a further order regarding the distribution of the funds in said trust account. Receiver shall have the authority to initiate eviction actions against any tenant in violation of its lease agreement, and shall be empowered to employ legal counsel at a reasonable fee for the purposes of maintaining any necessary eviction actions. Receiver shall have the power to enter into leases, permits, certificates, sales, contracts, agreements, occupancy agreements, or other customary arrangements for operating the Property in the same manner as would an owner. Notwithstanding the foregoing, the Receiver shall not be obligated to rent the Property during the term of his Receivership.

7. **Specific Duties of Receiver.** Receiver shall use his best efforts to manage, preserve, protect, and maintain the Property in a reasonable, prudent, diligent and efficient manner, and may engage such employees, agents, and contractors as are necessary or appropriate to accomplish the foregoing. Without limitation of that general duty, Receiver shall have the following specific duties:

a. **Records.** Receiver shall maintain a comprehensive system of office records, books and accountings concerning the expenses related to maintaining the Property and the collection of rents, issues, proceeds, profits, revenue and income as set forth in Paragraph 7 herein. Upon reasonable notice, and at all reasonable times, the parties to this action and its representatives shall have reasonable access to such records, accounts and books and to all vouchers, files and all other material pertaining to the operation of the Property, all of which the Receiver

agrees to keep safe, available and separate from any records not having to do with the operation of the Property.

b. **Legal Requirements.** Receiver shall ensure that all aspects of the Property, and its operation and management, comply with any and all laws, regulations, orders or requirements affecting the Property issued by any federal, state, county or municipal authority having jurisdiction there over, to the extent any portion of the Property is not currently in compliance with such authorities, the Receiver shall use his best efforts to bring the Property into compliance.

c. **Major Repairs and Improvements.** The Receiver may contract with any individual or entity necessary to protect, supervise, manage, operate or improve said Property in accordance with this Order.

d. **Real Estate Taxes.** Receiver shall have the authority, but not the obligation, to pay the real estate taxes on the Property from the funds available in the trust account established pursuant to Paragraph 7 herein. Receiver shall also have the authority to contest the real estate tax assessment for the Property, and to hire independent contractors or legal counsel basis for such services.

e. **No Waste.** Unless otherwise permitted by current leases, Receiver shall not suffer, cause or permit (I) any removal of any real or personal property which currently constitutes any part of the Property nor (ii) any waste of the Property or any components thereof.

8. **Inventory and Monthly Rents.** Within forty five (45) days from the date of this Order, Receiver shall file a true and complete inventory under oath of all property coming under his possession and control. Receiver is directed to file semiannual status reports commencing on July 1, 2009, and every six (6) months thereafter so long as the Property shall remain in his possession. Alternatively, in the event the Property is leased and only if the Property is leased, the Receiver is directed to prepare a monthly financial statement and status report for each month on or before the 15th day of each month commencing on the first (1st) month following the payment of any rent. The Receiver is directed to serve a copy of each report to the attorneys of record for the parties herein. The financial statement and status reports must be filed under oath.

9. **Fees.** For his services performed hereunder, the Receiver shall charge an hourly rate for him and his staff, ranging from \$35.00 to \$300.00 an hour, and shall be entitled to reimbursement of reasonable out-of-pocket expenses. The Court orders that the Receiver will have a priority in the funds and assets collected from the Property (rents, issues, proceeds, revenues, profits or income) to secure payment of his costs and fees, plus all reasonable travel costs of employees who are involved with managing the Property. The Receiver may petition the Court for the award of reasonable fees based on the foregoing rate, which petition may be on an interim basis. Applications for such compensation may be submitted by mail and granted by Order of the Court without a hearing upon ten (10) days written notice to Plaintiff and Defendants (or their counsel),

provided that no party objects to the Receiver's application for compensation during such ten (10) day period.

10. **Receiver's Certificates.** Without further Order of this Court, Receiver may borrow funds for the performance of Receiver's duties hereunder, in such increments as Plaintiff and the receiver may agree, and may issue its Certificates of Indebtedness in the form attached hereto as Exhibit "B" (hereinafter "Primary Certificates) to evidence such borrowing. The principal and interest evidenced by each such Primary Certificate shall be a first and prior lien and security interest upon the Property and upon all rents, earnings and income of said Property. The lien of each Primary Certificate shall be prior and superior to the rights, titles, and interests in the Property of all parties to this action, and all persons whose interests are governed by the Lis Pendens pursuant to Section 48.23, Fla. Stat., as well as to the lien on the mortgage and other security instruments for which foreclosure is sought in this action and the promissory notes and other obligations secured thereby (hereinafter, the "Security Documents").

11. **Counsel.** Receiver is hereby empowered to employ his own legal counsel to furnish legal advice and legal action to the Receiver for any purposes as may be necessary during the period of Receivership.

12. **Entry of Orders.** Any motion submitted to the Court by the Receiver and duly copied to all parties, including but not limited to motion(s) for the award of fees to the Receiver and Receiver's counsel shall, unless objected to in writing by any party,

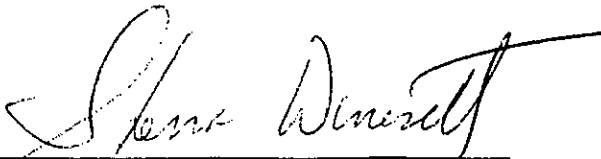
within ten (10) days of the date of said motion(s), be deemed to be stipulated to and the Court may then, without further hearing, enter an Order approving said motion(s).

13. The parties hereto shall cooperate with the Receiver at all times during the course of the Receivership and shall turn over and deliver to the Receiver all property and documents to which the Receiver is given possession, custody and control by virtue of this Order.

14. The parties hereto, and their agents, servants, employees, representatives and attorneys, are hereby enjoined from interfering in any way with the Receivership and the management of the Property until further Order of this Court.

DONE AND ORDERED in Chambers, Fort Myers, Lee County, Florida, on this

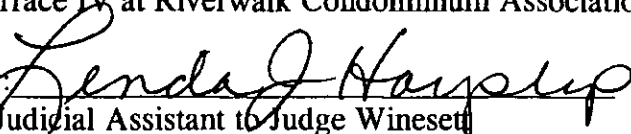
16 day of Feb, 2009.



Sherra Winesett
Circuit Judge

Service of the foregoing
pursuant to Rule 1.080,
Florida Rules of Civil
Procedure, the foregoing
has been served by regular
U.S. Mail this 17 day
of Feb, 2009 upon:

George H. Knott, Esq.
Claude Brame
Unknown Spouse of Claude Brame
Terrace IV at Riverwalk Condominium Association, Inc.

By: 

Judicial Assistant to Judge Winesett

EXHIBIT "A"

Unit No. 726, Building 7 of Terrace IV at Riverwalk, a Condominium, according to The Declaration of Condominium recorded in Instrument No. 2006000211327, and all exhibits and amendments thereof, Public Records of Lee County, Florida.

IN THE CIRCUIT COURT OF THE TWENTIETH JUDICIAL CIRCUIT IN AND FOR
LEE COUNTY, FLORIDA CIVIL ACTION

TAYLOR, BEAN & WHITAKER
MORTGAGE CORP.,

Plaintiff,

vs.

CASE NO. 08-CA-16253

CLAUDE BRAME; UNKNOWN
SPOUSE OF CLAUDE BRAME;
JANE AND JOHN DOE,
OCCUPANTS; AND TERRACE IV
AT RIVERWALK CONDOMINIUM
ASSOCIATION, INC.,

Defendants.

COPY

RECEIVER'S (FIRST) LIEN CERTIFICATE

NO. 1

FOR VALUE RECEIVED, the undersigned, R. David Isley, as the duly appointed Receiver in this action and not in his individual capacity ("Receiver"), promises to pay to the order of _____ or its successor and assigns, the sum of _____ and ___/100 Dollars (\$ _____), with interest thereon, computed daily on the principal balance outstanding hereunder, from the date hereof until paid, at the variable rate equal to two percent (2%) per annum in excess of the Prime Rate as published in the Wall Street Journal ("Index") which interest rate will be adjusted from time to time based upon the Index then in effect, which adjustments will

be effective on the date of change of the Index. The sums due on this Certificate, together with all accrued interest, shall be paid on or before the entry of an Order of Dismissal of the Complaint filed by Plaintiff or a Final Judgment in favor of Plaintiff in the above styled action, whichever shall first occur. Both principal and interest are payable in lawful money of the United States of America at the main office of the holder, or at such other place as the holder may designate.

Pursuant to the Order of the Court in this action, this certificate constitutes a lien upon all property, real, personal and mixed, of whatsoever nature or character, wherever situated, which is described in the security instruments attached to Plaintiff's Complaint heretofore filed in this action, and upon all rents, assessments, earnings, and income therefrom (all herein called the "Property"). The lien of this Certificate upon the Property is prior and superior to the rights, titles, and interests of: (a) all parties named in the captioned action; (b) the lien of the mortgages and other security instruments sought to be foreclosed herein, and the indebtedness and obligations secured thereby; (c) any judgment holders or mechanic's liens against the Property; and (d) the claims of all stockholders, partners, or creditors of the owners of the Property or of anyone claiming by, through, or under those owners; provided, however, that no Certificate of Indebtedness issued in this action shall have priority over any other Certificate of Indebtedness issued in this action, either as to principal or interest.

Without limitation of the foregoing, the indebtedness evidenced by this Certificate of Indebtedness is also secured by the lien and security interest of the mortgage and

security instruments which encumber the Property and for which foreclosure is sought by Plaintiff, Taylor, Bean & Whitaker Mortgage Corp., in this action.

This Certificate of Indebtedness is executed by the Receiver, not personally, but as Receiver aforesaid and is payable only out of the Property and in the manner provided by Order authorizing such Certificate. No personal liability shall be asserted or shall be enforceable against the Receiver hereunder.

IN WITNESS WHEREOF, the Receiver has executed this Certificate on this ____ day of _____, 2009.

R. David Isley
Not individually, but as Receiver

IN THE CIRCUIT COURT OF THE TWENTIETH JUDICIAL CIRCUIT IN AND FOR
LEE COUNTY, FLORIDA CIVIL ACTION

TAYLOR, BEAN & WHITAKER
MORTGAGE CORP.,

Plaintiff,

vs.

CASE NO. 08-CA-23420

PAUL RICE; UNKNOWN
SPOUSE OF PAUL RICE;
JANE AND JOHN DOE, OCCUPANTS;
AND TERRACE IV AT RIVERWALK
CONDOMINIUM ASSOCIATION,
INC.,

Defendants.

_____ /

ORDER GRANTING APPOINTMENT OF A RECEIVER

THIS CAUSE, having come on to be heard upon Plaintiff's, Taylor, Bean & Whitaker
Mortgage Corp., request for the appointment of a Receiver, it is

ORDERED AND ADJUDGED as follows:

1. Plaintiff's request for the appointment of a Receiver is granted.
2. **Appointment.** R. David Isley ("Receiver") is hereby appointed Receiver of the real and personal property (the "Property") described in Exhibit "A", attached hereto and made a part hereof.
3. **Oath.** The Receiver shall promptly file his Oath of Receiver with the Court whereby he shall undertake and agree to fully and truthfully perform his duties as Receiver in this action.

4. **Bond.** Pursuant to the terms of the mortgage in question, the Receiver shall be appointed without the necessity of a bond being posted.

5. **Possession of Property.** Receiver shall immediately take control and possession of the Property and shall retain control and possession of the Property until further order of this Court. Any management company or representative of Defendants currently in possession of the Property shall immediately relinquish possession of the Property to the Receiver. Any such management company or other representative of Defendants shall deliver to the Receiver all keys to the Property; all tenant security deposits, (which will be held in an interest bearing account); copies of all existing written leases; and copies of all accounting sheets and records regarding the operation and maintenance of the Property.

6. **Delivery of Leases.** Each tenant now occupying the Property shall immediately deliver to the Receiver a complete copy of any existing written lease.

7. **Rental of Property and Collection of Rental Income.** Receiver shall collect all rents, issues, proceeds, profits, revenue and income from the Property and deposit said income into an interest bearing trust account which account shall be maintained at a bank or savings and loan association whose deposits are insured by the FDIC. Receiver shall have the authority to withdraw funds from said trust account for the sole purposes of managing, preserving, protecting and maintaining the Property and insurance thereon. Upon the entry of a Final Judgment in this cause, the Court shall make a further order regarding the distribution of the funds in said trust account. Receiver shall have the authority to initiate eviction actions against any tenant in violation of its lease agreement, and shall be empowered

to employ legal counsel at a reasonable fee for the purposes of maintaining any necessary eviction actions. Receiver shall have the power to enter into leases, permits, certificates, sales, contracts, agreements, occupancy agreements, or other customary arrangements for operating the Property in the same manner as would an owner. Notwithstanding the foregoing, the Receiver shall not be obligated to rent the Property during the term of his Receivership.

8. **Specific Duties of Receiver.** Receiver shall use his best efforts to manage, preserve, protect, and maintain the Property in a reasonable, prudent, diligent and efficient manner, and may engage such employees, agents, and contractors as are necessary or appropriate to accomplish the foregoing. Without limitation of that general duty, Receiver shall have the following specific duties:

a. **Records.** Receiver shall maintain a comprehensive system of office records, books and accountings concerning the expenses related to maintaining the Property and the collection of rents, issues, proceeds, profits, revenue and income as set forth in Paragraph 7 herein. Upon reasonable notice, and at all reasonable times, the parties to this action and its representatives shall have reasonable access to such records, accounts and books and to all vouchers, files and all other material pertaining to the operation of the Property, all of which the Receiver agrees to keep safe, available and separate from any records not having to do with the operation of the Property.

b. **Legal Requirements.** Receiver shall ensure that all aspects of the Property, and its operation and management, comply with any and all laws, regulations, orders or requirements affecting the Property issued by any federal, state, county or municipal authority having jurisdiction there over, to the extent any portion of the Property is not currently in compliance with such authorities, the Receiver shall use his best efforts to bring the Property into compliance.

c. **Major Repairs and Improvements.** The Receiver may contract with any individual or entity necessary to protect, supervise, manage, operate or improve said Property in accordance with this Order.

d. **Real Estate Taxes.** Receiver shall have the authority, but not the obligation, to pay the real estate taxes on the Property from the funds available in the trust account established pursuant to Paragraph 7 herein. Receiver shall also have the authority to contest the real estate tax assessment for the Property, and to hire independent contractors or legal counsel basis for such services.

e. **No Waste.** Unless otherwise permitted by current leases, Receiver shall not suffer, cause or permit (i) any removal of any real or personal property which currently constitutes any part of the Property nor (ii) any waste of the Property or any components thereof.

9. **Inventory and Monthly Rents.** Within forty five (45) days from the date of this Order, Receiver shall file a true and complete inventory under oath of all property coming under his possession and control. Receiver is directed to file semiannual status

reports commencing on August 1, 2009, and every six (6) months thereafter so long as the Property shall remain in his possession. Alternatively, in the event the Property is leased and only if the Property is leased, the Receiver is directed to prepare a monthly financial statement and status report for each month on or before the 15th day of each month commencing on the first (1st) month following the payment of any rent. The Receiver is directed to serve a copy of each report to the attorneys of record for the parties herein. The financial statement and status reports must be filed under oath.

10. **Fees.** For his services performed hereunder, the Receiver shall charge an hourly rate for him and his staff, ranging from \$35.00 to \$300.00 an hour, and shall be entitled to reimbursement of reasonable out-of-pocket expenses. The Court orders that the Receiver will have a priority in the funds and assets collected from the Property (rents, issues, proceeds, revenues, profits or income) to secure payment of his costs and fees, plus all reasonable travel costs of employees who are involved with managing the Property. The Receiver may petition the Court for the award of reasonable fees based on the foregoing rate, which petition may be on an interim basis. Applications for such compensation may be submitted by mail and granted by Order of the Court without a hearing upon ten (10) days written notice to Plaintiff and Defendants (or their counsel), provided that no party objects to the Receiver's application for compensation during such ten (10) day period.

11. **Receiver's Certificates.** Without further Order of this Court, Receiver may borrow funds for the performance of Receiver's duties hereunder, in such increments as Plaintiff and the receiver may agree, and may issue its Certificates of Indebtedness in the

form attached hereto as Exhibit "B" (hereinafter "Primary Certificates) to evidence such borrowing. The principal and interest evidenced by each such Primary Certificate shall be a first and prior lien and security interest upon the Property and upon all rents, earnings and income of said Property. The lien of each Primary Certificate shall be prior and superior to the rights, titles, and interests in the Property of all parties to this action, and all persons whose interests are governed by the Lis Pendens pursuant to Section 48.23, Fla. Stat., as well as to the lien on the mortgage and other security instruments for which foreclosure is sought in this action and the promissory notes and other obligations secured thereby (hereinafter, the "Security Documents").


12. **Counsel.** Receiver is hereby empowered to employ his own legal counsel to furnish legal advice and legal action to the Receiver for any purposes as may be necessary during the period of Receivership.

13. **Entry of Orders.** Any motion submitted to the Court by the Receiver and duly copied to all parties, including but not limited to motion(s) for the award of fees to the Receiver and Receiver's counsel shall, unless objected to in writing by any party, within ten (10) days of the date of said motion(s), be deemed to be stipulated to and the Court may then, without further hearing, enter an Order approving said motion(s).

14. The parties hereto shall cooperate with the Receiver at all times during the course of the Receivership and shall turn over and deliver to the Receiver all property and documents to which the Receiver is given possession, custody and control by virtue of this Order.

15. The parties hereto, and their agents, servants, employees, representatives and attorneys, are hereby enjoined from interfering in any way with the Receivership and the management of the Property until further Order of this Court.


DONE AND ORDERED in Chambers, Fort Myers, Lee County, Florida, on this 23rd day of April, 2009.



Michael T. McHugh
Circuit Judge

Service of the foregoing
pursuant to Rule 1.080,
Florida Rules of Civil
Procedure, the foregoing
has been served by regular
U.S. Mail this 23rd day
of April, 2009 upon:

George H. Knott, Esq.
Paul Rice
Unknown Spouse of Paul Rice
Terrace IV at Riverwalk Condominium Association, Inc.

By: 

Judicial Assistant to Judge McHugh

EXHIBIT "A"

Unit No. 729, Building No. 7 of Terrace IV at Riverwalk, a Condominium, according to The Declaration of Condominium recorded in Instrument No. 2006000211327, and all exhibits and amendments thereof, Public Records of Lee County, Florida.

IN THE CIRCUIT COURT OF THE TWENTIETH JUDICIAL CIRCUIT IN AND FOR
LEE COUNTY, FLORIDA CIVIL ACTION

TAYLOR, BEAN & WHITAKER
MORTGAGE CORP.,

Plaintiff,

vs.

CASE NO. 08-CA-23420

PAUL RICE; UNKNOWN
SPOUSE OF PAUL RICE;
JANE AND JOHN DOE, OCCUPANTS;
AND TERRACE IV AT RIVERWALK
CONDOMINIUM ASSOCIATION,
INC.,

Defendants.

_____ /

RECEIVER'S (FIRST) LIEN CERTIFICATE

NO. 1

FOR VALUE RECEIVED, the undersigned, R. David Isley, as the duly appointed Receiver in this action and not in his individual capacity ("Receiver"), promises to pay to the order of _____ or its successor and assigns, the sum of _____ and ___/100 Dollars (\$_____), with interest thereon, computed daily on the principal balance outstanding hereunder, from the date hereof until paid, at the variable rate equal to two percent (2%) per annum in excess of the Prime Rate as published in the Wall Street Journal ("Index") which interest rate will be adjusted from time to time based upon the Index then in effect, which adjustments will be effective on the date of change of the Index. The sums due on this Certificate, together with all

accrued interest, shall be paid on or before the entry of an Order of Dismissal of the Complaint filed by Plaintiff or a Final Judgment in favor of Plaintiff in the above styled action, whichever shall first occur. Both principal and interest are payable in lawful money of the United States of America at the main office of the holder, or at such other place as the holder may designate.

Pursuant to the Order of the Court in this action, this certificate constitutes a lien upon all property, real, personal and mixed, of whatsoever nature or character, wherever situated, which is described in the security instruments attached to Plaintiff's Complaint heretofore filed in this action, and upon all rents, assessments, earnings, and income therefrom (all herein called the "Property"). The lien of this Certificate upon the Property is prior and superior to the rights, titles, and interests of: (a) all parties named in the captioned action; (b) the lien of the mortgages and other security instruments sought to be foreclosed herein, and the indebtedness and obligations secured thereby; (c) any judgment holders or mechanic's liens against the Property; and (d) the claims of all stockholders, partners, or creditors of the owners of the Property or of anyone claiming by, through, or under those owners; provided, however, that no Certificate of Indebtedness issued in this action shall have priority over any other Certificate of Indebtedness issued in this action, either as to principal or interest.

Without limitation of the foregoing, the indebtedness evidenced by this Certificate of Indebtedness is also secured by the lien and security interest of the mortgage and security instruments which encumber the Property and for which foreclosure is sought by Plaintiff, Taylor, Bean & Whitaker Mortgage Corp., in this action.

This Certificate of Indebtedness is executed by the Receiver, not personally, but as Receiver aforesaid and is payable only out of the Property and in the manner provided by Order authorizing such Certificate. No personal liability shall be asserted or shall be enforceable against the Receiver hereunder.

IN WITNESS WHEREOF, the Receiver has executed this Certificate on this ____ day of _____, 2009.

R. Davie Isley
Not individually, but as Receiver

IN THE CIRCUIT COURT OF THE TWENTIETH JUDICIAL CIRCUIT IN AND FOR
LEE COUNTY, FLORIDA CIVIL ACTION

TAYLOR, BEAN & WHITAKER
MORTGAGE CORP.,

Plaintiff,

vs.

CASE NO. 08-CA-23469

PAUL SLAGOWSKI; JANE AND
JOHN DOE, OCCUPANTS;
AND TERRACE IV AT RIVERWALK
CONDOMINIUM ASSOCIATION,
INC.,

Defendants.

/

ORDER GRANTING APPOINTMENT OF A RECEIVER

THIS CAUSE, having come on to be heard upon Plaintiff's, Taylor, Bean & Whitaker Mortgage Corp., request for the appointment of a Receiver, it is

ORDERED AND ADJUDGED as follows:

1. Plaintiff's request for the appointment of a Receiver is granted.
2. **Appointment.** R. David Isley ("Receiver") is hereby appointed Receiver of the real and personal property (the "Property") described in Exhibit "A", attached hereto and made a part hereof.
3. **Oath.** The Receiver shall promptly file his Oath of Receiver with the Court whereby he shall undertake and agree to fully and truthfully perform his duties as Receiver in this action.

4. **Bond.** Pursuant to the terms of the mortgage in question, the Receiver shall be appointed without the necessity of a bond being posted.

5. **Possession of Property.** Receiver shall immediately take control and possession of the Property and shall retain control and possession of the Property until further order of this Court. Any management company or representative of Defendants currently in possession of the Property shall immediately relinquish possession of the Property to the Receiver. Any such management company or other representative of Defendants shall deliver to the Receiver all keys to the Property; all tenant security deposits, (which will be held in an interest bearing account); copies of all existing written leases; and copies of all accounting sheets and records regarding the operation and maintenance of the Property.

6. **Delivery of Leases.** Each tenant now occupying the Property shall immediately deliver to the Receiver a complete copy of any existing written lease.

7. **Rental of Property and Collection of Rental Income.** Receiver shall collect all rents, issues, proceeds, profits, revenue and income from the Property and deposit said income into an interest bearing trust account which account shall be maintained at a bank or savings and loan association whose deposits are insured by the FDIC. Receiver shall have the authority to withdraw funds from said trust account for the sole purposes of managing, preserving, protecting and maintaining the Property and insurance thereon. Upon the entry of a Final Judgment in this cause, the Court shall make a further order regarding the distribution of the funds in said trust account.

Receiver shall have the authority to initiate eviction actions against any tenant in violation of its lease agreement, and shall be empowered to employ legal counsel at a reasonable fee for the purposes of maintaining any necessary eviction actions. Receiver shall have the power to enter into leases, permits, certificates, sales, contracts, agreements, occupancy agreements, or other customary arrangements for operating the Property in the same manner as would an owner. Notwithstanding the foregoing, the Receiver shall not be obligated to rent the Property during the term of his Receivership.

8. **Specific Duties of Receiver.** Receiver shall use his best efforts to manage, preserve, protect, and maintain the Property in a reasonable, prudent, diligent and efficient manner, and may engage such employees, agents, and contractors as are necessary or appropriate to accomplish the foregoing. Without limitation of that general duty, Receiver shall have the following specific duties:

a. **Records.** Receiver shall maintain a comprehensive system of office records, books and accountings concerning the expenses related to maintaining the Property and the collection of rents, issues, proceeds, profits, revenue and income as set forth in Paragraph 7 herein. Upon reasonable notice, and at all reasonable times, the parties to this action and its representatives shall have reasonable access to such records, accounts and books and to all vouchers, files and all other material pertaining to the operation of the Property, all of which the Receiver agrees to keep safe, available and separate from any records not having to do with the operation of the Property.

b. **Legal Requirements.** Receiver shall ensure that all aspects of the Property, and its operation and management, comply with any and all laws, regulations, orders or requirements affecting the Property issued by any federal, state, county or municipal authority having jurisdiction there over, to the extent any portion of the Property is not currently in compliance with such authorities, the Receiver shall use his best efforts to bring the Property into compliance.

c. **Major Repairs and Improvements.** The Receiver may contract with any individual or entity necessary to protect, supervise, manage, operate or improve said Property in accordance with this Order.

d. **Real Estate Taxes.** Receiver shall have the authority, but not the obligation, to pay the real estate taxes on the Property from the funds available in the trust account established pursuant to Paragraph 7 herein. Receiver shall also have the authority to contest the real estate tax assessment for the Property, and to hire independent contractors or legal counsel basis for such services.

e. **No Waste.** Unless otherwise permitted by current leases, Receiver shall not suffer, cause or permit (i) any removal of any real or personal property which currently constitutes any part of the Property nor (ii) any waste of the Property or any components thereof.

9. **Inventory and Monthly Rents.** Within forty five (45) days from the date of this Order, Receiver shall file a true and complete inventory under oath of all property coming under his possession and control. Receiver is directed to file semiannual status

reports commencing on August 1, 2009, and every six (6) months thereafter so long as the Property shall remain in his possession. Alternatively, in the event the Property is leased and only if the Property is leased, the Receiver is directed to prepare a monthly financial statement and status report for each month on or before the 15th day of each month commencing on the first (1st) month following the payment of any rent. The Receiver is directed to serve a copy of each report to the attorneys of record for the parties herein. The financial statement and status reports must be filed under oath.

10. **Fees.** For his services performed hereunder, the Receiver shall charge an hourly rate for him and his staff, ranging from \$35.00 to \$300.00 an hour, and shall be entitled to reimbursement of reasonable out-of-pocket expenses. The Court orders that the Receiver will have a priority in the funds and assets collected from the Property (rents, issues, proceeds, revenues, profits or income) to secure payment of his costs and fees, plus all reasonable travel costs of employees who are involved with managing the Property. The Receiver may petition the Court for the award of reasonable fees based on the foregoing rate, which petition may be on an interim basis. Applications for such compensation may be submitted by mail and granted by Order of the Court without a hearing upon ten (10) days written notice to Plaintiff and Defendants (or their counsel), provided that no party objects to the Receiver's application for compensation during such ten (10) day period.

11. **Receiver's Certificates.** Without further Order of this Court, Receiver may borrow funds for the performance of Receiver's duties hereunder, in such increments as

Plaintiff and the receiver may agree, and may issue its Certificates of Indebtedness in the form attached hereto as Exhibit "B" (hereinafter "Primary Certificates) to evidence such borrowing. The principal and interest evidenced by each such Primary Certificate shall be a first and prior lien and security interest upon the Property and upon all rents, earnings and income of said Property. The lien of each Primary Certificate shall be prior and superior to the rights, titles, and interests in the Property of all parties to this action, and all persons whose interests are governed by the Lis Pendens pursuant to Section 48.23, Fla. Stat., as well as to the lien on the mortgage and other security instruments for which foreclosure is sought in this action and the promissory notes and other obligations secured thereby (hereinafter, the "Security Documents").

12. Counsel. Receiver is hereby empowered to employ his own legal counsel to furnish legal advice and legal action to the Receiver for any purposes as may be necessary during the period of Receivership.

13. Entry of Orders. Any motion submitted to the Court by the Receiver and duly copied to all parties, including but not limited to motion(s) for the award of fees to the Receiver and Receiver's counsel shall, unless objected to in writing by any party, within ten (10) days of the date of said motion(s), be deemed to be stipulated to and the Court may then, without further hearing, enter an Order approving said motion(s).


14. The parties hereto shall cooperate with the Receiver at all times during the course of the Receivership and shall turn over and deliver to the Receiver all property

and documents to which the Receiver is given possession, custody and control by virtue of this Order.

15. The parties hereto, and their agents, servants, employees, representatives and attorneys, are hereby enjoined from interfering in any way with the Receivership and the management of the Property until further Order of this Court.

DONE AND ORDERED in Chambers, Fort Myers, Lee County, Florida, on this

24TH day of April, 2009.



Joseph C. Fuller
Circuit Judge

Service of the foregoing
pursuant to Rule 1.080,
Florida Rules of Civil
Procedure, the foregoing
has been served by regular
U.S. Mail this 24 day
of April, 2009 upon:

George H. Knott, Esq.
Paul Slagowski
Terrace IV at Riverwalk Condominium Association, Inc.

By: 

Judicial Assistant to Judge Fuller

EXHIBIT "A"

Unit No. 828, Building No. 8 of Terrace IV at Riverwalk, a Condominium, according to The Declaration of Condominium recorded in Instrument No. 2006000211327, and all exhibits and amendments thereof, Public Records of Lee County, Florida.

IN THE CIRCUIT COURT OF THE TWENTIETH JUDICIAL CIRCUIT IN AND FOR
LEE COUNTY, FLORIDA CIVIL ACTION

TAYLOR, BEAN & WHITAKER
MORTGAGE CORP.,

Plaintiff,

vs.

CASE NO. 08-CA-23469

PAUL SLAGOWSKI; JANE AND
JOHN DOE, OCCUPANTS;
AND TERRACE IV AT RIVERWALK
CONDOMINIUM ASSOCIATION,
INC.,

Defendants.

_____/

RECEIVER'S (FIRST) LIEN CERTIFICATE

NO. 1

FOR VALUE RECEIVED, the undersigned, R. David Isley, as the duly appointed Receiver in this action and not in his individual capacity ("Receiver"), promises to pay to the order of _____ or its successor and assigns, the sum of _____ and ___/100 Dollars (\$ _____), with interest thereon, computed daily on the principal balance outstanding hereunder, from the date hereof until paid, at the variable rate equal to two percent (2%) per annum in excess of the Prime Rate as published in the Wall Street Journal ("Index") which interest rate will be adjusted from time to time based upon the Index then in effect, which adjustments will be effective on the date of change of the Index. The sums due on this Certificate,

EXHIBIT "B"

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together with all accrued interest, shall be paid on or before the entry of an Order of Dismissal of the Complaint filed by Plaintiff or a Final Judgment in favor of Plaintiff in the above styled action, whichever shall first occur. Both principal and interest are payable in lawful money of the United States of America at the main office of the holder, or at such other place as the holder may designate.

Pursuant to the Order of the Court in this action, this certificate constitutes a lien upon all property, real, personal and mixed, of whatsoever nature or character, wherever situated, which is described in the security instruments attached to Plaintiff's Complaint heretofore filed in this action, and upon all rents, assessments, earnings, and income therefrom (all herein called the "Property"). The lien of this Certificate upon the Property is prior and superior to the rights, titles, and interests of: (a) all parties named in the captioned action; (b) the lien of the mortgages and other security instruments sought to be foreclosed herein, and the indebtedness and obligations secured thereby; (c) any judgment holders or mechanic's liens against the Property; and (d) the claims of all stockholders, partners, or creditors of the owners of the Property or of anyone claiming by, through, or under those owners; provided, however, that no Certificate of Indebtedness issued in this action shall have priority over any other Certificate of Indebtedness issued in this action, either as to principal or interest.

Without limitation of the foregoing, the indebtedness evidenced by this Certificate of Indebtedness is also secured by the lien and security interest of the mortgage and

security instruments which encumber the Property and for which foreclosure is sought by Plaintiff, Taylor, Bean & Whitaker Mortgage Corp., in this action.

This Certificate of Indebtedness is executed by the Receiver, not personally, but as Receiver aforesaid and is payable only out of the Property and in the manner provided by Order authorizing such Certificate. No personal liability shall be asserted or shall be enforceable against the Receiver hereunder.

IN WITNESS WHEREOF, the Receiver has executed this Certificate on this ____ day of _____, 2009.

R. Davie Isley
Not individually, but as Receiver

IN THE CIRCUIT COURT OF THE TWENTIETH JUDICIAL CIRCUIT IN AND FOR
LEE COUNTY, FLORIDA CIVIL ACTION

TAYLOR, BEAN & WHITAKER
MORTGAGE CORP.,

Plaintiff,

vs.

CASE NO. 08-CA-23422

PAUL RICE; UNKNOWN
SPOUSE OF PAUL RICE;
JANE AND JOHN DOE, OCCUPANTS;
AND TERRACE IV AT RIVERWALK
CONDOMINIUM ASSOCIATION,
INC.,

Defendants.

ORDER GRANTING APPOINTMENT OF A RECEIVER

THIS CAUSE, having come on to be heard upon Plaintiff's, Taylor, Bean & Whitaker Mortgage Corp., request for the appointment of a Receiver, it is

ORDERED AND ADJUDGED as follows:

1. Plaintiff's request for the appointment of a Receiver is granted.
2. **Appointment.** R. David Isley ("Receiver") is hereby appointed Receiver of the real and personal property (the "Property") described in Exhibit "A", attached hereto and made a part hereof.
3. **Oath.** The Receiver shall promptly file his Oath of Receiver with the Court whereby he shall undertake and agree to fully and truthfully perform his duties as Receiver in this action.

4. **Bond.** Pursuant to the terms of the mortgage in question, the Receiver shall be appointed without the necessity of a bond being posted.

5. **Possession of Property.** Receiver shall immediately take control and possession of the Property and shall retain control and possession of the Property until further order of this Court. Any management company or representative of Defendants currently in possession of the Property shall immediately relinquish possession of the Property to the Receiver. Any such management company or other representative of Defendants shall deliver to the Receiver all keys to the Property; all tenant security deposits, (which will be held in an interest bearing account); copies of all existing written leases; and copies of all accounting sheets and records regarding the operation and maintenance of the Property.

6. **Delivery of Leases.** Each tenant now occupying the Property shall immediately deliver to the Receiver a complete copy of any existing written lease.

7. **Rental of Property and Collection of Rental Income.** Receiver shall collect all rents, issues, proceeds, profits, revenue and income from the Property and deposit said income into an interest bearing trust account which account shall be maintained at a bank or savings and loan association whose deposits are insured by the FDIC. Receiver shall have the authority to withdraw funds from said trust account for the sole purposes of managing, preserving, protecting and maintaining the Property and insurance thereon. Upon the entry of a Final Judgment in this cause, the Court shall make a further order regarding the distribution of the funds in said trust account. Receiver shall have the authority to initiate eviction actions against any tenant in violation of its lease agreement, and shall be empowered

to employ legal counsel at a reasonable fee for the purposes of maintaining any necessary eviction actions. Receiver shall have the power to enter into leases, permits, certificates, sales, contracts, agreements, occupancy agreements, or other customary arrangements for operating the Property in the same manner as would an owner. Notwithstanding the foregoing, the Receiver shall not be obligated to rent the Property during the term of his Receivership.

8. **Specific Duties of Receiver.** Receiver shall use his best efforts to manage, preserve, protect, and maintain the Property in a reasonable, prudent, diligent and efficient manner, and may engage such employees, agents, and contractors as are necessary or appropriate to accomplish the foregoing. Without limitation of that general duty, Receiver shall have the following specific duties:

a. **Records.** Receiver shall maintain a comprehensive system of office records, books and accountings concerning the expenses related to maintaining the Property and the collection of rents, issues, proceeds, profits, revenue and income as set forth in Paragraph 7 herein. Upon reasonable notice, and at all reasonable times, the parties to this action and its representatives shall have reasonable access to such records, accounts and books and to all vouchers, files and all other material pertaining to the operation of the Property, all of which the Receiver agrees to keep safe, available and separate from any records not having to do with the operation of the Property.

b. **Legal Requirements.** Receiver shall ensure that all aspects of the Property, and its operation and management, comply with any and all laws, regulations, orders or requirements affecting the Property issued by any federal, state, county or municipal authority having jurisdiction there over, to the extent any portion of the Property is not currently in compliance with such authorities, the Receiver shall use his best efforts to bring the Property into compliance.

c. **Major Repairs and Improvements.** The Receiver may contract with any individual or entity necessary to protect, supervise, manage, operate or improve said Property in accordance with this Order.

d. **Real Estate Taxes.** Receiver shall have the authority, but not the obligation, to pay the real estate taxes on the Property from the funds available in the trust account established pursuant to Paragraph 7 herein. Receiver shall also have the authority to contest the real estate tax assessment for the Property, and to hire independent contractors or legal counsel basis for such services.

e. **No Waste.** Unless otherwise permitted by current leases, Receiver shall not suffer, cause or permit (i) any removal of any real or personal property which currently constitutes any part of the Property nor (ii) any waste of the Property or any components thereof.

9. **Inventory and Monthly Rents.** Within forty five (45) days from the date of this Order, Receiver shall file a true and complete inventory under oath of all property coming under his possession and control. Receiver is directed to file semiannual status

reports commencing on August 1, 2009, and every six (6) months thereafter so long as the Property shall remain in his possession. Alternatively, in the event the Property is leased and only if the Property is leased, the Receiver is directed to prepare a monthly financial statement and status report for each month on or before the 15th day of each month commencing on the first (1st) month following the payment of any rent. The Receiver is directed to serve a copy of each report to the attorneys of record for the parties herein. The financial statement and status reports must be filed under oath.

10. **Fees.** For his services performed hereunder, the Receiver shall charge an hourly rate for him and his staff, ranging from \$35.00 to \$300.00 an hour, and shall be entitled to reimbursement of reasonable out-of-pocket expenses. The Court orders that the Receiver will have a priority in the funds and assets collected from the Property (rents, issues, proceeds, revenues, profits or income) to secure payment of his costs and fees, plus all reasonable travel costs of employees who are involved with managing the Property. The Receiver may petition the Court for the award of reasonable fees based on the foregoing rate, which petition may be on an interim basis. Applications for such compensation may be submitted by mail and granted by Order of the Court without a hearing upon ten (10) days written notice to Plaintiff and Defendants (or their counsel), provided that no party objects to the Receiver's application for compensation during such ten (10) day period.

11. **Receiver's Certificates.** Without further Order of this Court, Receiver may borrow funds for the performance of Receiver's duties hereunder, in such increments as Plaintiff and the receiver may agree, and may issue its Certificates of Indebtedness in the

form attached hereto as Exhibit "B" (hereinafter "Primary Certificates) to evidence such borrowing. The principal and interest evidenced by each such Primary Certificate shall be a first and prior lien and security interest upon the Property and upon all rents, earnings and income of said Property. The lien of each Primary Certificate shall be prior and superior to the rights, titles, and interests in the Property of all parties to this action, and all persons whose interests are governed by the Lis Pendens pursuant to Section 48.23, Fla. Stat., as well as to the lien on the mortgage and other security instruments for which foreclosure is sought in this action and the promissory notes and other obligations secured thereby (hereinafter, the "Security Documents").

12. **Counsel.** Receiver is hereby empowered to employ his own legal counsel to furnish legal advice and legal action to the Receiver for any purposes as may be necessary during the period of Receivership.

13. **Entry of Orders.** Any motion submitted to the Court by the Receiver and duly copied to all parties, including but not limited to motion(s) for the award of fees to the Receiver and Receiver's counsel shall, unless objected to in writing by any party, within ten (10) days of the date of said motion(s), be deemed to be stipulated to and the Court may then, without further hearing, enter an Order approving said motion(s).

14. The parties hereto shall cooperate with the Receiver at all times during the course of the Receivership and shall turn over and deliver to the Receiver all property and documents to which the Receiver is given possession, custody and control by virtue of this Order.

15. The parties hereto, and their agents, servants, employees, representatives and attorneys, are hereby enjoined from interfering in any way with the Receivership and the management of the Property until further Order of this Court.

DONE AND ORDERED in Chambers, Fort Myers, Lee County, Florida, on this 23rd day of April, 2009.



Michael T. McHugh
Circuit Judge

Service of the foregoing
pursuant to Rule 1.080,
Florida Rules of Civil
Procedure, the foregoing
has been served by regular
U.S. Mail this 23rd day
of April, 2009 upon:

George H. Knott, Esq.
Paul Rice
Unknown Spouse of Paul Rice
Terrace IV at Riverwalk Condominium Association, Inc.

By: Jana Paulston
Judicial Assistant to Judge McHugh

EXHIBIT "A"

Unit No. 732, Building No. 7 of Terrace IV at Riverwalk, a Condominium, according to The Declaration of Condominium recorded in Instrument No. 2006000211327, and all exhibits and amendments thereof, Public Records of Lee County, Florida.

IN THE CIRCUIT COURT OF THE TWENTIETH JUDICIAL CIRCUIT IN AND FOR
LEE COUNTY, FLORIDA CIVIL ACTION

TAYLOR, BEAN & WHITAKER
MORTGAGE CORP.,

Plaintiff,

vs.

CASE NO. 08-CA-23422

PAUL RICE; UNKNOWN
SPOUSE OF PAUL RICE;
JANE AND JOHN DOE, OCCUPANTS;
AND TERRACE IV AT RIVERWALK
CONDOMINIUM ASSOCIATION,
INC.,

Defendants.

_____ /

RECEIVER'S (FIRST) LIEN CERTIFICATE

NO. 1

FOR VALUE RECEIVED, the undersigned, R. David Isley, as the duly appointed Receiver in this action and not in his individual capacity ("Receiver"), promises to pay to the order of _____ or its successor and assigns, the sum of _____ and ____/100 Dollars (\$ _____), with interest thereon, computed daily on the principal balance outstanding hereunder, from the date hereof until paid, at the variable rate equal to two percent (2%) per annum in excess of the Prime Rate as published in the Wall Street Journal ("Index") which interest rate will be adjusted from time to time based upon the Index then in effect, which adjustments will be effective

on the date of change of the Index. The sums due on this Certificate, together with all accrued interest, shall be paid on or before the entry of an Order of Dismissal of the Complaint filed by Plaintiff or a Final Judgment in favor of Plaintiff in the above styled action, whichever shall first occur. Both principal and interest are payable in lawful money of the United States of America at the main office of the holder, or at such other place as the holder may designate.

Pursuant to the Order of the Court in this action, this certificate constitutes a lien upon all property, real, personal and mixed, of whatsoever nature or character, wherever situated, which is described in the security instruments attached to Plaintiff's Complaint heretofore filed in this action, and upon all rents, assessments, earnings, and income therefrom (all herein called the "Property"). The lien of this Certificate upon the Property is prior and superior to the rights, titles, and interests of: (a) all parties named in the captioned action; (b) the lien of the mortgages and other security instruments sought to be foreclosed herein, and the indebtedness and obligations secured thereby; (c) any judgment holders or mechanic's liens against the Property; and (d) the claims of all stockholders, partners, or creditors of the owners of the Property or of anyone claiming by, through, or under those owners; provided, however, that no Certificate of Indebtedness issued in this action shall have priority over any other Certificate of Indebtedness issued in this action, either as to principal or interest.

Without limitation of the foregoing, the indebtedness evidenced by this Certificate of Indebtedness is also secured by the lien and security interest of the mortgage and security instruments which encumber the Property and for which foreclosure is sought by Plaintiff,

Taylor, Bean & Whitaker Mortgage Corp., in this action.

This Certificate of Indebtedness is executed by the Receiver, not personally, but as Receiver aforesaid and is payable only out of the Property and in the manner provided by Order authorizing such Certificate. No personal liability shall be asserted or shall be enforceable against the Receiver hereunder.

IN WITNESS WHEREOF, the Receiver has executed this Certificate on this ____ day of _____, 2009.

R. Davie Isley
Not individually, but as Receiver

IN THE CIRCUIT COURT OF THE TWENTIETH JUDICIAL CIRCUIT IN AND FOR
LEE COUNTY, FLORIDA CIVIL ACTION

TAYLOR, BEAN & WHITAKER
MORTGAGE CORP.,

Plaintiff,

vs.

CASE NO. 08-CA-23417

PAUL SLAGOWSKI; JANE AND
JOHN DOE, OCCUPANTS;
AND TERRACE IV AT RIVERWALK
CONDOMINIUM ASSOCIATION,
INC.,

Defendants.

ORDER GRANTING APPOINTMENT OF A RECEIVER

THIS CAUSE, having come on to be heard upon Plaintiff's, Taylor, Bean & Whitaker Mortgage Corp., request for the appointment of a Receiver, it is

ORDERED AND ADJUDGED as follows:

1. Plaintiff's request for the appointment of a Receiver is granted.
2. **Appointment.** R. David Isley ("Receiver") is hereby appointed Receiver of the real and personal property (the "Property") described in Exhibit "A", attached hereto and made a part hereof.
3. **Oath.** The Receiver shall promptly file his Oath of Receiver with the Court whereby he shall undertake and agree to fully and truthfully perform his duties as Receiver in this action.

4. **Bond.** ^{\$175,000⁰⁰⁰} Pursuant to the terms of the mortgage in question, the Receiver shall be appointed without the necessity of a bond being posted. 26

5. **Possession of Property.** Receiver shall immediately take control and possession of the Property and shall retain control and possession of the Property until further order of this Court. Any management company or representative of Defendants currently in possession of the Property shall immediately relinquish possession of the Property to the Receiver. Any such management company or other representative of Defendants shall deliver to the Receiver all keys to the Property; all tenant security deposits, (which will be held in an interest bearing account); copies of all existing written leases; and copies of all accounting sheets and records regarding the operation and maintenance of the Property.

6. **Delivery of Leases.** Each tenant now occupying the Property shall immediately deliver to the Receiver a complete copy of any existing written lease.

7. **Rental of Property and Collection of Rental Income.** Receiver shall collect all rents, issues, proceeds, profits, revenue and income from the Property and deposit said income into an interest bearing trust account which account shall be maintained at a bank or savings and loan association whose deposits are insured by the FDIC. Receiver shall have the authority to withdraw funds from said trust account for the sole purposes of managing, preserving, protecting and maintaining the Property and insurance thereon. Upon the entry of a Final Judgment in this cause, the Court shall make a further order regarding the distribution of the funds in said trust account.

Receiver shall have the authority to initiate eviction actions against any tenant in violation of its lease agreement, and shall be empowered to employ legal counsel at a reasonable fee for the purposes of maintaining any necessary eviction actions. Receiver shall have the power to enter into leases, permits, certificates, sales, contracts, agreements, occupancy agreements, or other customary arrangements for operating the Property in the same manner as would an owner. Notwithstanding the foregoing, the Receiver shall not be obligated to rent the Property during the term of his Receivership.

8. **Specific Duties of Receiver.** Receiver shall use his best efforts to manage, preserve, protect, and maintain the Property in a reasonable, prudent, diligent and efficient manner, and may engage such employees, agents, and contractors as are necessary or appropriate to accomplish the foregoing. Without limitation of that general duty, Receiver shall have the following specific duties:

a. **Records.** Receiver shall maintain a comprehensive system of office records, books and accountings concerning the expenses related to maintaining the Property and the collection of rents, issues, proceeds, profits, revenue and income as set forth in Paragraph 7 herein. Upon reasonable notice, and at all reasonable times, the parties to this action and its representatives shall have reasonable access to such records, accounts and books and to all vouchers, files and all other material pertaining to the operation of the Property, all of which the Receiver agrees to keep safe, available and separate from any records not having to do with the operation of the Property.

b. **Legal Requirements.** Receiver shall ensure that all aspects of the Property, and its operation and management, comply with any and all laws, regulations, orders or requirements affecting the Property issued by any federal, state, county or municipal authority having jurisdiction there over, to the extent any portion of the Property is not currently in compliance with such authorities, the Receiver shall use his best efforts to bring the Property into compliance.

c. **Major Repairs and Improvements.** The Receiver may contract with any individual or entity necessary to protect, supervise, manage, operate or improve said Property in accordance with this Order.

d. **Real Estate Taxes.** Receiver shall have the authority, but not the obligation, to pay the real estate taxes on the Property from the funds available in the trust account established pursuant to Paragraph 7 herein. Receiver shall also have the authority to contest the real estate tax assessment for the Property, and to hire independent contractors or legal counsel basis for such services.

e. **No Waste.** Unless otherwise permitted by current leases, Receiver shall not suffer, cause or permit (i) any removal of any real or personal property which currently constitutes any part of the Property nor (ii) any waste of the Property or any components thereof.

9. **Inventory and Monthly Rents.** Within forty five (45) days from the date of this Order, Receiver shall file a true and complete inventory under oath of all property coming under his possession and control. Receiver is directed to file semiannual status

reports commencing on August 1, 2009, and every six (6) months thereafter so long as the Property shall remain in his possession. Alternatively, in the event the Property is leased and only if the Property is leased, the Receiver is directed to prepare a monthly financial statement and status report for each month on or before the 15th day of each month commencing on the first (1st) month following the payment of any rent. The Receiver is directed to serve a copy of each report to the attorneys of record for the parties herein. The financial statement and status reports must be filed under oath.

10. **Fees.** For his services performed hereunder, the Receiver shall charge an hourly rate for him and his staff, ranging from \$35.00 to \$300.00 an hour, and shall be entitled to reimbursement of reasonable out-of-pocket expenses. The Court orders that the Receiver will have a priority in the funds and assets collected from the Property (rents, issues, proceeds, revenues, profits or income) to secure payment of his costs and fees, plus all reasonable travel costs of employees who are involved with managing the Property. The Receiver may petition the Court for the award of reasonable fees based on the foregoing rate, which petition may be on an interim basis. Applications for such compensation may be submitted by mail and granted by Order of the Court without a hearing upon ten (10) days written notice to Plaintiff and Defendants (or their counsel), provided that no party objects to the Receiver's application for compensation during such ten (10) day period.

11. **Receiver's Certificates.** Without further Order of this Court, Receiver may borrow funds for the performance of Receiver's duties hereunder, in such increments as

Plaintiff and the receiver may agree, and may issue its Certificates of Indebtedness in the form attached hereto as Exhibit "B" (hereinafter "Primary Certificates) to evidence such borrowing. The principal and interest evidenced by each such Primary Certificate shall be a first and prior lien and security interest upon the Property and upon all rents, earnings and income of said Property. The lien of each Primary Certificate shall be prior and superior to the rights, titles, and interests in the Property of all parties to this action, and all persons whose interests are governed by the Lis Pendens pursuant to Section 48.23, Fla. Stat., as well as to the lien on the mortgage and other security instruments for which foreclosure is sought in this action and the promissory notes and other obligations secured thereby (hereinafter, the "Security Documents").

12. Counsel. Receiver is hereby empowered to employ his own legal counsel to furnish legal advice and legal action to the Receiver for any purposes as may be necessary during the period of Receivership.

13. Entry of Orders. Any motion submitted to the Court by the Receiver and duly copied to all parties, including but not limited to motion(s) for the award of fees to the Receiver and Receiver's counsel shall, unless objected to in writing by any party, within ten (10) days of the date of said motion(s), be deemed to be stipulated to and the Court may then, without further hearing, enter an Order approving said motion(s).

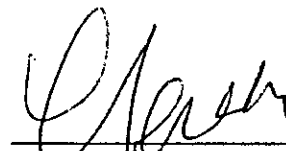
14. The parties hereto shall cooperate with the Receiver at all times during the course of the Receivership and shall turn over and deliver to the Receiver all property

and documents to which the Receiver is given possession, custody and control by virtue of this Order.

15. The parties hereto, and their agents, servants, employees, representatives and attorneys, are hereby enjoined from interfering in any way with the Receivership and the management of the Property until further Order of this Court.

DONE AND ORDERED in Chambers, Fort Myers, Lee County, Florida, on this

12th day of MAY, 2009.



Lynn Gerald, Jr.
Circuit Judge

Service of the foregoing
pursuant to Rule 1.080,
Florida Rules of Civil
Procedure, the foregoing
has been served by regular
U.S. Mail this 12th day
of May, 2009 upon:

George H. Knott, Esq.
Paul Slagowski
Terrace IV at Riverwalk Condominium Association, Inc.

By: Diana Golden
Judicial Assistant to Judge Gerald

EXHIBIT "A"

Unit No. 744, Building No. 7 of Terrace IV at Riverwalk, a Condominium, according to The Declaration of Condominium recorded in Instrument No. 2006000211327, and all exhibits and amendments thereof, Public Records of Lee County, Florida.

IN THE CIRCUIT COURT OF THE TWENTIETH JUDICIAL CIRCUIT IN AND FOR
LEE COUNTY, FLORIDA CIVIL ACTION

TAYLOR, BEAN & WHITAKER
MORTGAGE CORP.,

Plaintiff,

vs.

CASE NO. 08-CA-23417

PAUL SLAGOWSKI; JANE AND
JOHN DOE, OCCUPANTS;
AND TERRACE IV AT RIVERWALK
CONDOMINIUM ASSOCIATION,
INC.,

Defendants.

_____ /

RECEIVER'S (FIRST) LIEN CERTIFICATE

NO. 1

FOR VALUE RECEIVED, the undersigned, R. David Isley, as the duly appointed Receiver in this action and not in his individual capacity ("Receiver"), promises to pay to the order of _____ or its successor and assigns, the sum of _____ and ___/100 Dollars (\$ _____), with interest thereon, computed daily on the principal balance outstanding hereunder, from the date hereof until paid, at the variable rate equal to two percent (2%) per annum in excess of the Prime Rate as published in the Wall Street Journal ("Index") which interest rate will be adjusted from time to time based upon the Index then in effect, which adjustments will be effective on the date of change of the Index. The sums due on this Certificate,

EXHIBIT "B"

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together with all accrued interest, shall be paid on or before the entry of an Order of Dismissal of the Complaint filed by Plaintiff or a Final Judgment in favor of Plaintiff in the above styled action, whichever shall first occur. Both principal and interest are payable in lawful money of the United States of America at the main office of the holder, or at such other place as the holder may designate.

Pursuant to the Order of the Court in this action, this certificate constitutes a lien upon all property, real, personal and mixed, of whatsoever nature or character, wherever situated, which is described in the security instruments attached to Plaintiff's Complaint heretofore filed in this action, and upon all rents, assessments, earnings, and income therefrom (all herein called the "Property"). The lien of this Certificate upon the Property is prior and superior to the rights, titles, and interests of: (a) all parties named in the captioned action; (b) the lien of the mortgages and other security instruments sought to be foreclosed herein, and the indebtedness and obligations secured thereby; (c) any judgment holders or mechanic's liens against the Property; and (d) the claims of all stockholders, partners, or creditors of the owners of the Property or of anyone claiming by, through, or under those owners; provided, however, that no Certificate of Indebtedness issued in this action shall have priority over any other Certificate of Indebtedness issued in this action, either as to principal or interest.

Without limitation of the foregoing, the indebtedness evidenced by this Certificate of Indebtedness is also secured by the lien and security interest of the mortgage and

security instruments which encumber the Property and for which foreclosure is sought by Plaintiff, Taylor, Bean & Whitaker Mortgage Corp., in this action.

This Certificate of Indebtedness is executed by the Receiver, not personally, but as Receiver aforesaid and is payable only out of the Property and in the manner provided by Order authorizing such Certificate. No personal liability shall be asserted or shall be enforceable against the Receiver hereunder.

IN WITNESS WHEREOF, the Receiver has executed this Certificate on this ____ day of _____, 2009.

R. Davie Isley
Not individually, but as Receiver

IN THE CIRCUIT COURT OF THE TWENTIETH JUDICIAL CIRCUIT IN AND FOR
LEE COUNTY, FLORIDA CIVIL ACTION

TAYLOR, BEAN & WHITAKER
MORTGAGE CORP.,

Plaintiff,

vs.

CASE NO. 08-CA-18041

RON LEWIS a/k/a RONALD D. LEWIS;
UNKNOWN SPOUSE OF RON LEWIS
a/k/a RONALD D. LEWIS;
JANE AND JOHN DOE, OCCUPANTS;
AND TERRACE IV AT RIVERWALK
CONDOMINIUM ASSOCIATION,
INC.,

Defendants.

_____/

ORDER GRANTING PLAINTIFF'S
MOTION FOR APPOINTMENT OF RECEIVER

THIS CAUSE, having come on to be heard upon Plaintiff's, Taylor, Bean & Whitaker Mortgage Corp., Motion for Appointment of Receiver and the Court having considered the same and there being no opposition to the motion, it is

ORDERED AND ADJUDGED as follows:

1. Plaintiff's Motion for Appointment of Receiver is granted.
2. **Appointment.** R. David Isley ("Receiver") is hereby appointed Receiver of the real and personal property (the "Property") described in Exhibit "A", attached hereto and made a part hereof.

3. Oath. The Receiver shall promptly file his Oath of Receiver with the Court whereby he shall undertake and agree to fully and truthfully perform his duties as Receiver in this action.

4. Possession of Property. Receiver shall immediately take control and possession of the Property and shall retain control and possession of the Property until further order of this Court. Any management company or representative of Defendant currently in possession of the Property shall immediately relinquish possession of the Property to the Receiver. Any such management company or other representative of Defendant shall deliver to the Receiver all keys to the Property; all tenant security deposits, (which will be held in an interest bearing account); copies of all existing written leases; and copies of all accounting sheets and records regarding the operation and maintenance of the Property.

5. Delivery of Leases. Each tenant now occupying the Property shall immediately deliver to the Receiver a complete copy of any existing written lease.

6. Rental of Property and Collection of Rental Income. Receiver shall collect all rents, issues, proceeds, profits, revenue and income from the Property and deposit said income into an interest bearing trust account which account shall be maintained at a bank or savings and loan association whose deposits are insured by the FDIC. Receiver shall have the authority to withdraw funds from said trust account for the sole purposes of managing, preserving, protecting and maintaining the Property and insurance thereon. Upon the entry of a Final Judgment in this cause, the Court shall

make a further order regarding the distribution of the funds in said trust account. Receiver shall have the authority to initiate eviction actions against any tenant in violation of its lease agreement, and shall be empowered to employ legal counsel at a reasonable fee for the purposes of maintaining any necessary eviction actions. Receiver shall have the power to enter into leases, permits, certificates, sales, contracts, agreements, occupancy agreements, or other customary arrangements for operating the Property in the same manner as would an owner. Notwithstanding the foregoing, the Receiver shall not be obligated to rent the Property during the term of his Receivership.

7. **Specific Duties of Receiver.** Receiver shall use his best efforts to manage, preserve, protect, and maintain the Property in a reasonable, prudent, diligent and efficient manner, and may engage such employees, agents, and contractors as are necessary or appropriate to accomplish the foregoing. Without limitation of that general duty, Receiver shall have the following specific duties:

a. **Records.** Receiver shall maintain a comprehensive system of office records, books and accountings concerning the expenses related to maintaining the Property and the collection of rents, issues, proceeds, profits, revenue and income as set forth in Paragraph 7 herein. Upon reasonable notice, and at all reasonable times, the parties to this action and its representatives shall have reasonable access to such records, accounts and books and to all vouchers, files and all other material pertaining to the operation of the Property, all of which the Receiver

agrees to keep safe, available and separate from any records not having to do with the operation of the Property.

b. **Legal Requirements.** Receiver shall ensure that all aspects of the Property, and its operation and management, comply with any and all laws, regulations, orders or requirements affecting the Property issued by any federal, state, county or municipal authority having jurisdiction there over, to the extent any portion of the Property is not currently in compliance with such authorities, the Receiver shall use his best efforts to bring the Property into compliance.

c. **Major Repairs and Improvements.** The Receiver may contract with any individual or entity necessary to protect, supervise, manage, operate or improve said Property in accordance with this Order.

d. **Real Estate Taxes.** Receiver shall have the authority, but not the obligation, to pay the real estate taxes on the Property from the funds available in the trust account established pursuant to Paragraph 7 herein. Receiver shall also have the authority to contest the real estate tax assessment for the Property, and to hire independent contractors or legal counsel basis for such services.

e. **No Waste.** Unless otherwise permitted by current leases, Receiver shall not suffer, cause or permit (I) any removal of any real or personal property which currently constitutes any part of the Property nor (ii) any waste of the Property or any components thereof.

8. **Inventory and Monthly Rents.** Within forty five (45) days from the date of this Order, Receiver shall file a true and complete inventory under oath of all property coming under his possession and control. Receiver is directed to file semiannual status reports commencing on July 1, 2009, and every six (6) months thereafter so long as the Property shall remain in his possession. Alternatively, in the event the Property is leased and only if the Property is leased, the Receiver is directed to prepare a monthly financial statement and status report for each month on or before the 15th day of each month commencing on the first (1st) month following the payment of any rent. The Receiver is directed to serve a copy of each report to the attorneys of record for the parties herein. The financial statement and status reports must be filed under oath.

9. **Fees.** For his services performed hereunder, the Receiver shall charge an hourly rate for him and his staff, ranging from \$35.00 to \$300.00 an hour, and shall be entitled to reimbursement of reasonable out-of-pocket expenses. The Court orders that the Receiver will have a priority in the funds and assets collected from the Property (rents, issues, proceeds, revenues, profits or income) to secure payment of his costs and fees, plus all reasonable travel costs of employees who are involved with managing the Property. The Receiver may petition the Court for the award of reasonable fees based on the foregoing rate, which petition may be on an interim basis. Applications for such compensation may be submitted by mail and granted by Order of the Court without a hearing upon ten (10) days written notice to Plaintiff and Defendants (or their counsel),

provided that no party objects to the Receiver's application for compensation during such ten (10) day period.

10. **Receiver's Certificates.** Without further Order of this Court, Receiver may borrow funds for the performance of Receiver's duties hereunder, in such increments as Plaintiff and the receiver may agree, and may issue its Certificates of Indebtedness in the form attached hereto as Exhibit "B" (hereinafter "Primary Certificates") to evidence such borrowing. The principal and interest evidenced by each such Primary Certificate shall be a first and prior lien and security interest upon the Property and upon all rents, earnings and income of said Property. The lien of each Primary Certificate shall be prior and superior to the rights, titles, and interests in the Property of all parties to this action, and all persons whose interests are governed by the Lis Pendens pursuant to Section 48.23, Fla. Stat., as well as to the lien on the mortgage and other security instruments for which foreclosure is sought in this action and the promissory notes and other obligations secured thereby (hereinafter, the "Security Documents").

11. **Counsel.** Receiver is hereby empowered to employ his own legal counsel to furnish legal advice and legal action to the Receiver for any purposes as may be necessary during the period of Receivership.

12. **Entry of Orders.** Any motion submitted to the Court by the Receiver and duly copied to all parties, including but not limited to motion(s) for the award of fees to the Receiver and Receiver's counsel shall, unless objected to in writing by any party,


within ten (10) days of the date of said motion(s), be deemed to be stipulated to and the Court may then, without further hearing, enter an Order approving said motion(s).

13. The parties hereto shall cooperate with the Receiver at all times during the course of the Receivership and shall turn over and deliver to the Receiver all property and documents to which the Receiver is given possession, custody and control by virtue of this Order.

14. The parties hereto, and their agents, servants, employees, representatives and attorneys, are hereby enjoined from interfering in any way with the Receivership and the management of the Property until further Order of this Court.

DONE AND ORDERED in Chambers, Fort Myers, Lee County, Florida, on this

26th day of Jan, 2009.



Lynn Gerald, Jr.
Circuit Judge

Service of the foregoing
pursuant to Rule 1.080,
Florida Rules of Civil
Procedure, the foregoing
has been served by regular
U.S. Mail this 27 day
of Jan, 2009 upon:

George H. Knott, Esq.
Ron Lewis a/k/a Ronald D. Lewis
Unknown Spouse of Ron Lewis a/k/a Ronald D. Lewis
Terrace IV at Riverwalk Condominium Association, Inc.

By: 

Judicial Assistant to Judge Gerald

EXHIBIT "A"

Unit No. 746, Building No. 7 of Terrace IV at Riverwalk, a Condominium, according to The Declaration of Condominium recorded in Instrument No. 2006000211327, and all exhibits and amendments thereof, Public Records of Lee County, Florida.

IN THE CIRCUIT COURT OF THE TWENTIETH JUDICIAL CIRCUIT IN AND FOR
LEE COUNTY, FLORIDA CIVIL ACTION

TAYLOR, BEAN & WHITAKER
MORTGAGE CORP.,

Plaintiff,

vs.

CASE NO. 08-CA-18041

RON LEWIS a/k/a RONALD D. LEWIS;
UNKNOWN SPOUSE OF RON LEWIS
a/k/a RONALD D. LEWIS;
JANE AND JOHN DOE, OCCUPANTS;
AND TERRACE IV AT RIVERWALK
CONDOMINIUM ASSOCIATION,
INC.,

COPY

Defendants.

_____ /

RECEIVER'S (FIRST) LIEN CERTIFICATE

NO. 1

FOR VALUE RECEIVED, the undersigned, R. David Isley, as the duly appointed Receiver in this action and not in his individual capacity ("Receiver"), promises to pay to the order of _____ or its successor and assigns, the sum of _____ and ____/100 Dollars (\$ _____), with interest thereon, computed daily on the principal balance outstanding hereunder, from the date hereof until paid, at the variable rate equal to two percent (2%) per annum in excess of the Prime Rate as published in the Wall Street Journal ("Index") which interest rate will be adjusted from time to time based upon the Index then in effect, which adjustments will

be effective on the date of change of the Index. The sums due on this Certificate, together with all accrued interest, shall be paid on or before the entry of an Order of Dismissal of the Complaint filed by Plaintiff or a Final Judgment in favor of Plaintiff in the above styled action, whichever shall first occur. Both principal and interest are payable in lawful money of the United States of America at the main office of the holder, or at such other place as the holder may designate.

Pursuant to the Order of the Court in this action, this certificate constitutes a lien upon all property, real, personal and mixed, of whatsoever nature or character, wherever situated, which is described in the security instruments attached to Plaintiff's Complaint heretofore filed in this action, and upon all rents, assessments, earnings, and income therefrom (all herein called the "Property"). The lien of this Certificate upon the Property is prior and superior to the rights, titles, and interests of: (a) all parties named in the captioned action; (b) the lien of the mortgages and other security instruments sought to be foreclosed herein, and the indebtedness and obligations secured thereby; (c) any judgment holders or mechanic's liens against the Property; and (d) the claims of all stockholders, partners, or creditors of the owners of the Property or of anyone claiming by, through, or under those owners; provided, however, that no Certificate of Indebtedness issued in this action shall have priority over any other Certificate of Indebtedness issued in this action, either as to principal or interest.

Without limitation of the foregoing, the indebtedness evidenced by this Certificate of Indebtedness is also secured by the lien and security interest of the mortgage and

security instruments which encumber the Property and for which foreclosure is sought by Plaintiff, Taylor, Bean & Whitaker Mortgage Corp., in this action.

This Certificate of Indebtedness is executed by the Receiver, not personally, but as Receiver aforesaid and is payable only out of the Property and in the manner provided by Order authorizing such Certificate. No personal liability shall be asserted or shall be enforceable against the Receiver hereunder.

IN WITNESS WHEREOF, the Receiver has executed this Certificate on this ____ day of _____, 2009.

R. Davie Isley
Not individually, but as Receiver

IN THE CIRCUIT COURT OF THE TWENTIETH JUDICIAL CIRCUIT IN AND FOR
LEE COUNTY, FLORIDA CIVIL ACTION

TAYLOR, BEAN & WHITAKER
MORTGAGE CORP.,

Plaintiff,

vs.

CASE NO. 08-CA-18020

KRISTINA MICHELLE MAXWELL;
JANE AND JOHN DOE, OCCUPANTS;
AND TERRACE IV AT RIVERWALK
CONDOMINIUM ASSOCIATION,
INC.,

Defendants.

_____ /

ORDER GRANTING PLAINTIFF'S
MOTION FOR APPOINTMENT OF RECEIVER

THIS CAUSE, having come on to be heard upon Plaintiff's, Taylor, Bean & Whitaker Mortgage Corp., Motion for Appointment of Receiver and the Court having considered the same and there being no opposition to the motion, it is

ORDERED AND ADJUDGED as follows:

1. Plaintiff's Motion for Appointment of Receiver is granted.
2. **Appointment.** R. David Isley ("Receiver") is hereby appointed Receiver of the real and personal property (the "Property") described in Exhibit "A", attached hereto and made a part hereof.

3. **Oath.** The Receiver shall promptly file his Oath of Receiver with the Court whereby he shall undertake and agree to fully and truthfully perform his duties as Receiver in this action.

4. **Possession of Property.** Receiver shall immediately take control and possession of the Property and shall retain control and possession of the Property until further order of this Court. Any management company or representative of Defendant currently in possession of the Property shall immediately relinquish possession of the Property to the Receiver. Any such management company or other representative of Defendant shall deliver to the Receiver all keys to the Property; all tenant security deposits, (which will be held in an interest bearing account); copies of all existing written leases; and copies of all accounting sheets and records regarding the operation and maintenance of the Property.

5. **Delivery of Leases.** Each tenant now occupying the Property shall immediately deliver to the Receiver a complete copy of any existing written lease.

6. **Rental of Property and Collection of Rental Income.** Receiver shall collect all rents, issues, proceeds, profits, revenue and income from the Property and deposit said income into an interest bearing trust account which account shall be maintained at a bank or savings and loan association whose deposits are insured by the FDIC. Receiver shall have the authority to withdraw funds from said trust account for the sole purposes of managing, preserving, protecting and maintaining the Property and insurance thereon. Upon the entry of a Final Judgment in this cause, the Court shall

make a further order regarding the distribution of the funds in said trust account. Receiver shall have the authority to initiate eviction actions against any tenant in violation of its lease agreement, and shall be empowered to employ legal counsel at a reasonable fee for the purposes of maintaining any necessary eviction actions. Receiver shall have the power to enter into leases, permits, certificates, sales, contracts, agreements, occupancy agreements, or other customary arrangements for operating the Property in the same manner as would an owner. Notwithstanding the foregoing, the Receiver shall not be obligated to rent the Property during the term of his Receivership.

7. **Specific Duties of Receiver.** Receiver shall use his best efforts to manage, preserve, protect, and maintain the Property in a reasonable, prudent, diligent and efficient manner, and may engage such employees, agents, and contractors as are necessary or appropriate to accomplish the foregoing. Without limitation of that general duty, Receiver shall have the following specific duties:

a. **Records.** Receiver shall maintain a comprehensive system of office records, books and accountings concerning the expenses related to maintaining the Property and the collection of rents, issues, proceeds, profits, revenue and income as set forth in Paragraph 7 herein. Upon reasonable notice, and at all reasonable times, the parties to this action and its representatives shall have reasonable access to such records, accounts and books and to all vouchers, files and all other material pertaining to the operation of the Property, all of which the Receiver

agrees to keep safe, available and separate from any records not having to do with the operation of the Property.

b. **Legal Requirements.** Receiver shall ensure that all aspects of the Property, and its operation and management, comply with any and all laws, regulations, orders or requirements affecting the Property issued by any federal, state, county or municipal authority having jurisdiction there over, to the extent any portion of the Property is not currently in compliance with such authorities, the Receiver shall use his best efforts to bring the Property into compliance.

c. **Major Repairs and Improvements.** The Receiver may contract with any individual or entity necessary to protect, supervise, manage, operate or improve said Property in accordance with this Order.

d. **Real Estate Taxes.** Receiver shall have the authority, but not the obligation, to pay the real estate taxes on the Property from the funds available in the trust account established pursuant to Paragraph 7 herein. Receiver shall also have the authority to contest the real estate tax assessment for the Property, and to hire independent contractors or legal counsel basis for such services.

e. **No Waste.** Unless otherwise permitted by current leases, Receiver shall not suffer, cause or permit (I) any removal of any real or personal property which currently constitutes any part of the Property nor (ii) any waste of the Property or any components thereof.

8. **Inventory and Monthly Rents.** Within forty five (45) days from the date of this Order, Receiver shall file a true and complete inventory under oath of all property coming under his possession and control. Receiver is directed to file semiannual status reports commencing on July 1, 2009, and every six (6) months thereafter so long as the Property shall remain in his possession. Alternatively, in the event the Property is leased and only if the Property is leased, the Receiver is directed to prepare a monthly financial statement and status report for each month on or before the 15th day of each month commencing on the first (1st) month following the payment of any rent. The Receiver is directed to serve a copy of each report to the attorneys of record for the parties herein. The financial statement and status reports must be filed under oath.

9. **Fees.** For his services performed hereunder, the Receiver shall charge an hourly rate for him and his staff, ranging from \$35.00 to \$300.00 an hour, and shall be entitled to reimbursement of reasonable out-of-pocket expenses. The Court orders that the Receiver will have a priority in the funds and assets collected from the Property (rents, issues, proceeds, revenues, profits or income) to secure payment of his costs and fees, plus all reasonable travel costs of employees who are involved with managing the Property. The Receiver may petition the Court for the award of reasonable fees based on the foregoing rate, which petition may be on an interim basis. Applications for such compensation may be submitted by mail and granted by Order of the Court without a hearing upon ten (10) days written notice to Plaintiff and Defendants (or their counsel),

provided that no party objects to the Receiver's application for compensation during such ten (10) day period.

10. **Receiver's Certificates.** Without further Order of this Court, Receiver may borrow funds for the performance of Receiver's duties hereunder, in such increments as Plaintiff and the receiver may agree, and may issue its Certificates of Indebtedness in the form attached hereto as Exhibit "B" (hereinafter "Primary Certificates) to evidence such borrowing. The principal and interest evidenced by each such Primary Certificate shall be a first and prior lien and security interest upon the Property and upon all rents, earnings and income of said Property. The lien of each Primary Certificate shall be prior and superior to the rights, titles, and interests in the Property of all parties to this action, and all persons whose interests are governed by the Lis Pendens pursuant to Section 48.23, Fla. Stat., as well as to the lien on the mortgage and other security instruments for which foreclosure is sought in this action and the promissory notes and other obligations secured thereby (hereinafter, the "Security Documents").

11. **Counsel.** Receiver is hereby empowered to employ his own legal counsel to furnish legal advice and legal action to the Receiver for any purposes as may be necessary during the period of Receivership.

12. **Entry of Orders.** Any motion submitted to the Court by the Receiver and duly copied to all parties, including but not limited to motion(s) for the award of fees to the Receiver and Receiver's counsel shall, unless objected to in writing by any party,

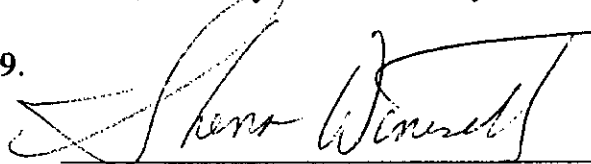
within ten (10) days of the date of said motion(s), be deemed to be stipulated to and the Court may then, without further hearing, enter an Order approving said motion(s).

13. The parties hereto shall cooperate with the Receiver at all times during the course of the Receivership and shall turn over and deliver to the Receiver all property and documents to which the Receiver is given possession, custody and control by virtue of this Order.

14. The parties hereto, and their agents, servants, employees, representatives and attorneys, are hereby enjoined from interfering in any way with the Receivership and the management of the Property until further Order of this Court.

DONE AND ORDERED in Chambers, Fort Myers, Lee County, Florida, on this

16 day of Feb, 2009.



Sherra Winesett
Circuit Judge

Service of the foregoing
pursuant to Rule 1.080,
Florida Rules of Civil
Procedure, the foregoing
has been served by regular
U.S. Mail this 17 day
of Feb, 2009 upon:

George H. Knott, Esq.
Kristina Michelle Maxwell
Terrace IV at Riverwalk Condominium Association, Inc.

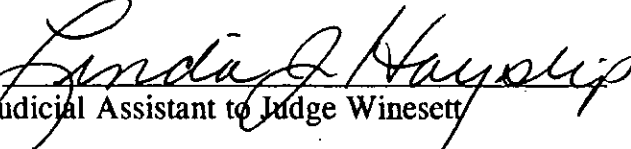
By: 
Judicial Assistant to Judge Winesett

EXHIBIT "A"

Unit No. 747, Building No. 7 of Terrace IV at Riverwalk, a Condominium, according to The Declaration of Condominium recorded in Instrument No. 2006000211327, and all exhibits and amendments thereof, Public Records of Lee County, Florida.

IN THE CIRCUIT COURT OF THE TWENTIETH JUDICIAL CIRCUIT IN AND FOR
LEE COUNTY, FLORIDA CIVIL ACTION

TAYLOR, BEAN & WHITAKER
MORTGAGE CORP.,

Plaintiff,

vs.

CASE NO. 08-CA-18020

KRISTINA MICHELLE MAXWELL;
JANE AND JOHN DOE, OCCUPANTS;
AND TERRACE IV AT RIVERWALK
CONDOMINIUM ASSOCIATION,
INC.,

Defendants.

COPY

RECEIVER'S (FIRST) LIEN CERTIFICATE

NO. 1

FOR VALUE RECEIVED, the undersigned, R. David Isley, as the duly appointed Receiver in this action and not in his individual capacity ("Receiver"), promises to pay to the order of _____ or its successor and assigns, the sum of _____ and ___/100 Dollars (\$ _____), with interest thereon, computed daily on the principal balance outstanding hereunder, from the date hereof until paid, at the variable rate equal to two percent (2%) per annum in excess of the Prime Rate as published in the Wall Street Journal ("Index") which interest rate will be adjusted from time to time based upon the Index then in effect, which adjustments will be effective on the date of change of the Index. The sums due on this Certificate,

together with all accrued interest, shall be paid on or before the entry of an Order of Dismissal of the Complaint filed by Plaintiff or a Final Judgment in favor of Plaintiff in the above styled action, whichever shall first occur. Both principal and interest are payable in lawful money of the United States of America at the main office of the holder, or at such other place as the holder may designate.

Pursuant to the Order of the Court in this action, this certificate constitutes a lien upon all property, real, personal and mixed, of whatsoever nature or character, wherever situated, which is described in the security instruments attached to Plaintiff's Complaint heretofore filed in this action, and upon all rents, assessments, earnings, and income therefrom (all herein called the "Property"). The lien of this Certificate upon the Property is prior and superior to the rights, titles, and interests of: (a) all parties named in the captioned action; (b) the lien of the mortgages and other security instruments sought to be foreclosed herein, and the indebtedness and obligations secured thereby; (c) any judgment holders or mechanic's liens against the Property; and (d) the claims of all stockholders, partners, or creditors of the owners of the Property or of anyone claiming by, through, or under those owners; provided, however, that no Certificate of Indebtedness issued in this action shall have priority over any other Certificate of Indebtedness issued in this action, either as to principal or interest.

Without limitation of the foregoing, the indebtedness evidenced by this Certificate of Indebtedness is also secured by the lien and security interest of the mortgage and

security instruments which encumber the Property and for which foreclosure is sought by Plaintiff, Taylor, Bean & Whitaker Mortgage Corp., in this action.

This Certificate of Indebtedness is executed by the Receiver, not personally, but as Receiver aforesaid and is payable only out of the Property and in the manner provided by Order authorizing such Certificate. No personal liability shall be asserted or shall be enforceable against the Receiver hereunder.

IN WITNESS WHEREOF, the Receiver has executed this Certificate on this ____ day of _____, 2009.

R. David Isley
Not individually, but as Receiver

IN THE CIRCUIT COURT OF THE TWENTIETH JUDICIAL CIRCUIT IN AND FOR
LEE COUNTY, FLORIDA CIVIL ACTION

TAYLOR, BEAN & WHITAKER
MORTGAGE CORP.,

Plaintiff,

vs.

CASE NO. 08-CA-18045

RON LEWIS a/k/a RONALD D. LEWIS;
UNKNOWN SPOUSE OF RON LEWIS
a/k/a RONALD D. LEWIS;
JANE AND JOHN DOE, OCCUPANTS;
AND TERRACE IV AT RIVERWALK
CONDOMINIUM ASSOCIATION,
INC.,

Defendants.

ORDER GRANTING PLAINTIFF'S
MOTION FOR APPOINTMENT OF RECEIVER

THIS CAUSE, having come on to be heard upon Plaintiff's, Taylor, Bean & Whitaker Mortgage Corp., Motion for Appointment of Receiver and the Court having considered the same and there being no opposition to the motion, it is

ORDERED AND ADJUDGED as follows:

1. Plaintiff's Motion for Appointment of Receiver is granted.
2. Appointment. R. David Isley ("Receiver") is hereby appointed Receiver of the real and personal property (the "Property") described in Exhibit "A", attached hereto and made a part hereof.

3. **Oath.** The Receiver shall promptly file his Oath of Receiver with the Court whereby he shall undertake and agree to fully and truthfully perform his duties as Receiver in this action.

4. **Possession of Property.** Receiver shall immediately take control and possession of the Property and shall retain control and possession of the Property until further order of this Court. Any management company or representative of Defendant currently in possession of the Property shall immediately relinquish possession of the Property to the Receiver. Any such management company or other representative of Defendant shall deliver to the Receiver all keys to the Property; all tenant security deposits, (which will be held in an interest bearing account); copies of all existing written leases; and copies of all accounting sheets and records regarding the operation and maintenance of the Property.

5. **Delivery of Leases.** Each tenant now occupying the Property shall immediately deliver to the Receiver a complete copy of any existing written lease.

6. **Rental of Property and Collection of Rental Income.** Receiver shall collect all rents, issues, proceeds, profits, revenue and income from the Property and deposit said income into an interest bearing trust account which account shall be maintained at a bank or savings and loan association whose deposits are insured by the FDIC. Receiver shall have the authority to withdraw funds from said trust account for the sole purposes of managing, preserving, protecting and maintaining the Property and insurance thereon. Upon the entry of a Final Judgment in this cause, the Court shall

make a further order regarding the distribution of the funds in said trust account. Receiver shall have the authority to initiate eviction actions against any tenant in violation of its lease agreement, and shall be empowered to employ legal counsel at a reasonable fee for the purposes of maintaining any necessary eviction actions. Receiver shall have the power to enter into leases, permits, certificates, sales, contracts, agreements, occupancy agreements, or other customary arrangements for operating the Property in the same manner as would an owner. Notwithstanding the foregoing, the Receiver shall not be obligated to rent the Property during the term of his Receivership.

7. **Specific Duties of Receiver.** Receiver shall use his best efforts to manage, preserve, protect, and maintain the Property in a reasonable, prudent, diligent and efficient manner, and may engage such employees, agents, and contractors as are necessary or appropriate to accomplish the foregoing. Without limitation of that general duty, Receiver shall have the following specific duties:

a. **Records.** Receiver shall maintain a comprehensive system of office records, books and accountings concerning the expenses related to maintaining the Property and the collection of rents, issues, proceeds, profits, revenue and income as set forth in Paragraph 7 herein. Upon reasonable notice, and at all reasonable times, the parties to this action and its representatives shall have reasonable access to such records, accounts and books and to all vouchers, files and all other material pertaining to the operation of the Property, all of which the Receiver

agrees to keep safe, available and separate from any records not having to do with the operation of the Property.

b. **Legal Requirements.** Receiver shall ensure that all aspects of the Property, and its operation and management, comply with any and all laws, regulations, orders or requirements affecting the Property issued by any federal, state, county or municipal authority having jurisdiction there over, to the extent any portion of the Property is not currently in compliance with such authorities, the Receiver shall use his best efforts to bring the Property into compliance.

c. **Major Repairs and Improvements.** The Receiver may contract with any individual or entity necessary to protect, supervise, manage, operate or improve said Property in accordance with this Order.

d. **Real Estate Taxes.** Receiver shall have the authority, but not the obligation, to pay the real estate taxes on the Property from the funds available in the trust account established pursuant to Paragraph 7 herein. Receiver shall also have the authority to contest the real estate tax assessment for the Property, and to hire independent contractors or legal counsel basis for such services.

e. **No Waste.** Unless otherwise permitted by current leases, Receiver shall not suffer, cause or permit (I) any removal of any real or personal property which currently constitutes any part of the Property nor (ii) any waste of the Property or any components thereof.

8. **Inventory and Monthly Rents.** Within forty five (45) days from the date of this Order, Receiver shall file a true and complete inventory under oath of all property coming under his possession and control. Receiver is directed to file semiannual status reports commencing on July 1, 2009, and every six (6) months thereafter so long as the Property shall remain in his possession. Alternatively, in the event the Property is leased and only if the Property is leased, the Receiver is directed to prepare a monthly financial statement and status report for each month on or before the 15th day of each month commencing on the first (1st) month following the payment of any rent. The Receiver is directed to serve a copy of each report to the attorneys of record for the parties herein. The financial statement and status reports must be filed under oath.

9. **Fees.** For his services performed hereunder, the Receiver shall charge an hourly rate for him and his staff, ranging from \$35.00 to \$300.00 an hour, and shall be entitled to reimbursement of reasonable out-of-pocket expenses. The Court orders that the Receiver will have a priority in the funds and assets collected from the Property (rents, issues, proceeds, revenues, profits or income) to secure payment of his costs and fees, plus all reasonable travel costs of employees who are involved with managing the Property. The Receiver may petition the Court for the award of reasonable fees based on the foregoing rate, which petition may be on an interim basis. Applications for such compensation may be submitted by mail and granted by Order of the Court without a hearing upon ten (10) days written notice to Plaintiff and Defendants (or their counsel),

provided that no party objects to the Receiver's application for compensation during such ten (10) day period.

10. **Receiver's Certificates.** Without further Order of this Court, Receiver may borrow funds for the performance of Receiver's duties hereunder, in such increments as Plaintiff and the receiver may agree, and may issue its Certificates of Indebtedness in the form attached hereto as Exhibit "B" (hereinafter "Primary Certificates) to evidence such borrowing. The principal and interest evidenced by each such Primary Certificate shall be a first and prior lien and security interest upon the Property and upon all rents, earnings and income of said Property. The lien of each Primary Certificate shall be prior and superior to the rights, titles, and interests in the Property of all parties to this action, and all persons whose interests are governed by the Lis Pendens pursuant to Section 48.23, Fla. Stat., as well as to the lien on the mortgage and other security instruments for which foreclosure is sought in this action and the promissory notes and other obligations secured thereby (hereinafter, the "Security Documents").

11. **Counsel.** Receiver is hereby empowered to employ his own legal counsel to furnish legal advice and legal action to the Receiver for any purposes as may be necessary during the period of Receivership.

12. **Entry of Orders.** Any motion submitted to the Court by the Receiver and duly copied to all parties, including but not limited to motion(s) for the award of fees to the Receiver and Receiver's counsel shall, unless objected to in writing by any party,

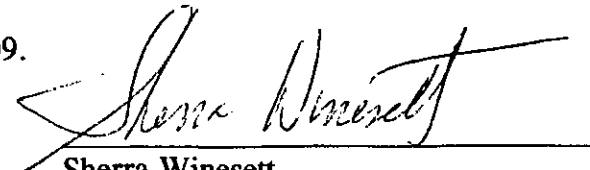
within ten (10) days of the date of said motion(s), be deemed to be stipulated to and the Court may then, without further hearing, enter an Order approving said motion(s).

13. The parties hereto shall cooperate with the Receiver at all times during the course of the Receivership and shall turn over and deliver to the Receiver all property and documents to which the Receiver is given possession, custody and control by virtue of this Order.

14. The parties hereto, and their agents, servants, employees, representatives and attorneys, are hereby enjoined from interfering in any way with the Receivership and the management of the Property until further Order of this Court.

DONE AND ORDERED in Chambers, Fort Myers, Lee County, Florida, on this

16 day of Feb, 2009.


Sherra Winesett
Circuit Judge

Service of the foregoing
pursuant to Rule 1.080,
Florida Rules of Civil
Procedure, the foregoing
has been served by regular
U.S. Mail this 17 day
of Feb, 2009 upon:

George H. Knott, Esq.
Ron Lewis a/k/a Ronald D. Lewis
Unknown Spouse of Ron Lewis a/k/a Ronald D. Lewis
Terrace IV at Riverwalk Condominium Association, Inc.

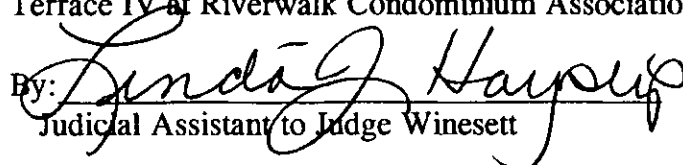
By: 
Judicial Assistant to Judge Winesett

EXHIBIT "A"

Unit No. 748, Building No. 7 of Terrace IV at Riverwalk, a Condominium, according to The Declaration of Condominium recorded in Instrument No. 2006000211327, and all exhibits and amendments thereof, Public Records of Lee County, Florida.

IN THE CIRCUIT COURT OF THE TWENTIETH JUDICIAL CIRCUIT IN AND FOR
LEE COUNTY, FLORIDA . CIVIL ACTION

TAYLOR, BEAN & WHITAKER
MORTGAGE CORP.,

Plaintiff,

vs.

CASE NO. 08-CA-18045

RON LEWIS a/k/a RONALD D. LEWIS;
UNKNOWN SPOUSE OF RON LEWIS
a/k/a RONALD D. LEWIS;
JANE AND JOHN DOE, OCCUPANTS;
AND TERRACE IV AT RIVERWALK
CONDOMINIUM ASSOCIATION,
INC.,

COPY

Defendants.

_____ /

RECEIVER'S (FIRST) LIEN CERTIFICATE

NO. 1

FOR VALUE RECEIVED, the undersigned, R. David Isley, as the duly appointed Receiver in this action and not in his individual capacity ("Receiver"), promises to pay to the order of _____ or its successor and assigns, the sum of _____ and ___/100 Dollars (\$ _____), with interest thereon, computed daily on the principal balance outstanding hereunder, from the date hereof until paid, at the variable rate equal to two percent (2%) per annum in excess of the Prime Rate as published in the Wall Street Journal ("Index") which interest rate will be adjusted from time to time based upon the Index then in effect, which adjustments will

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EXHIBIT "B"

be effective on the date of change of the Index. The sums due on this Certificate, together with all accrued interest, shall be paid on or before the entry of an Order of Dismissal of the Complaint filed by Plaintiff or a Final Judgment in favor of Plaintiff in the above styled action, whichever shall first occur. Both principal and interest are payable in lawful money of the United States of America at the main office of the holder, or at such other place as the holder may designate.

Pursuant to the Order of the Court in this action, this certificate constitutes a lien upon all property, real, personal and mixed, of whatsoever nature or character, wherever situated, which is described in the security instruments attached to Plaintiff's Complaint heretofore filed in this action, and upon all rents, assessments, earnings, and income therefrom (all herein called the "Property"). The lien of this Certificate upon the Property is prior and superior to the rights, titles, and interests of: (a) all parties named in the captioned action; (b) the lien of the mortgages and other security instruments sought to be foreclosed herein, and the indebtedness and obligations secured thereby; (c) any judgment holders or mechanic's liens against the Property; and (d) the claims of all stockholders, partners, or creditors of the owners of the Property or of anyone claiming by, through, or under those owners; provided, however, that no Certificate of Indebtedness issued in this action shall have priority over any other Certificate of Indebtedness issued in this action, either as to principal or interest.

Without limitation of the foregoing, the indebtedness evidenced by this Certificate of Indebtedness is also secured by the lien and security interest of the mortgage and

security instruments which encumber the Property and for which foreclosure is sought by Plaintiff, Taylor, Bean & Whitaker Mortgage Corp., in this action.

This Certificate of Indebtedness is executed by the Receiver, not personally, but as Receiver aforesaid and is payable only out of the Property and in the manner provided by Order authorizing such Certificate. No personal liability shall be asserted or shall be enforceable against the Receiver hereunder.

IN WITNESS WHEREOF, the Receiver has executed this Certificate on this ____ day of _____, 2009.

R. David Isley
Not individually, but as Receiver

IN THE CIRCUIT COURT OF THE TWENTIETH JUDICIAL CIRCUIT IN AND FOR
LEE COUNTY, FLORIDA CIVIL ACTION

TAYLOR, BEAN & WHITAKER
MORTGAGE CORP.,

Plaintiff,

vs.

CASE NO. 08-CA-16293

RONALD JENSEN a/k/a
RONALD PAUL JENSEN,
JR.; DEBRA JENSEN;
JANE AND JOHN DOE,
OCCUPANTS; AND TERRACE
IV AT RIVERWALK CONDOMINIUM
ASSOCIATION, INC.,

Defendants.

ORDER GRANTING PLAINTIFF'S
MOTION FOR APPOINTMENT OF RECEIVER

THIS CAUSE, having come on to be heard upon Plaintiff's, Taylor, Bean & Whitaker Mortgage Corp., Motion for Appointment of Receiver and the Defendants, Ronald Jensen a/k/a Ronald Paul Jensen, Jr. and Debra Jensen, having stipulated to the appointment of a receiver, it is

ORDERED AND ADJUDGED as follows:

1. Plaintiff's Motion for Appointment of Receiver is granted.
2. Appointment. R. David Isley ("Receiver") is hereby appointed Receiver of the real and personal property (the "Property") described in Exhibit "A", attached hereto and made a part hereof.

3. **Oath.** The Receiver shall promptly file his Oath of Receiver with the Court whereby he shall undertake and agree to fully and truthfully perform his duties as Receiver in this action.

4. **Bond.** Pursuant to the terms of the mortgage in question, the Receiver shall be appointed without the necessity of a bond being posted.

5. **Possession of Property.** Receiver shall immediately take control and possession of the Property and shall retain control and possession of the Property until further order of this Court. Any management company or representative of Defendants currently in possession of the Property shall immediately relinquish possession of the Property to the Receiver. Any such management company or other representative of Defendants shall deliver to the Receiver all keys to the Property; all tenant security deposits, (which will be held in an interest bearing account); copies of all existing written leases; and copies of all accounting sheets and records regarding the operation and maintenance of the Property.

6. **Delivery of Leases.** Each tenant now occupying the Property shall immediately deliver to the Receiver a complete copy of any existing written lease.

7. **Rental of Property and Collection of Rental Income.** Receiver shall collect all rents, issues, proceeds, profits, revenue and income from the Property and deposit said income into an interest bearing trust account which account shall be maintained at a bank or savings and loan association whose deposits are insured by the FDIC. Receiver shall have the authority to withdraw funds from said trust account for the sole purposes of

managing, preserving, protecting and maintaining the Property and insurance thereon. Upon the entry of a Final Judgment in this cause, the Court shall make a further order regarding the distribution of the funds in said trust account. Receiver shall have the authority to initiate eviction actions against any tenant in violation of its lease agreement, and shall be empowered to employ legal counsel at a reasonable fee for the purposes of maintaining any necessary eviction actions. Receiver shall have the power to enter into leases, permits, certificates, sales, contracts, agreements, occupancy agreements, or other customary arrangements for operating the Property in the same manner as would an owner. Notwithstanding the foregoing, the Receiver shall not be obligated to rent the Property during the term of his Receivership.

8. **Specific Duties of Receiver.** Receiver shall use his best efforts to manage, preserve, protect, and maintain the Property in a reasonable, prudent, diligent and efficient manner, and may engage such employees, agents, and contractors as are necessary or appropriate to accomplish the foregoing. Without limitation of that general duty, Receiver shall have the following specific duties:

a. **Records.** Receiver shall maintain a comprehensive system of office records, books and accountings concerning the expenses related to maintaining the Property and the collection of rents, issues, proceeds, profits, revenue and income as set forth in Paragraph 7 herein. Upon reasonable notice, and at all reasonable times, the parties to this action and its representatives shall have reasonable access to such records, accounts and books and to all vouchers, files and all other material

pertaining to the operation of the Property, all of which the Receiver agrees to keep safe, available and separate from any records not having to do with the operation of the Property.

b. **Legal Requirements.** Receiver shall ensure that all aspects of the Property, and its operation and management, comply with any and all laws, regulations, orders or requirements affecting the Property issued by any federal, state, county or municipal authority having jurisdiction there over, to the extent any portion of the Property is not currently in compliance with such authorities, the Receiver shall use his best efforts to bring the Property into compliance.

c. **Major Repairs and Improvements.** The Receiver may contract with any individual or entity necessary to protect, supervise, manage, operate or improve said Property in accordance with this Order.

d. **Real Estate Taxes.** Receiver shall have the authority, but not the obligation, to pay the real estate taxes on the Property from the funds available in the trust account established pursuant to Paragraph 7 herein. Receiver shall also have the authority to contest the real estate tax assessment for the Property, and to hire independent contractors or legal counsel basis for such services.

e. **No Waste.** Unless otherwise permitted by current leases, Receiver shall not suffer, cause or permit (I) any removal of any real or personal property which currently constitutes any part of the Property nor (ii) any waste of the Property or any components thereof.

9. **Inventory and Monthly Rents.** Within forty five (45) days from the date of this Order, Receiver shall file a true and complete inventory under oath of all property coming under his possession and control. Receiver is directed to file semiannual status reports commencing on July 1, 2009, and every six (6) months thereafter so long as the Property shall remain in his possession. Alternatively, in the event the Property is leased and only if the Property is leased, the Receiver is directed to prepare a monthly financial statement and status report for each month on or before the 15th day of each month commencing on the first (1st) month following the payment of any rent. The Receiver is directed to serve a copy of each report to the attorneys of record for the parties herein. The financial statement and status reports must be filed under oath.

10. **Fees.** For his services performed hereunder, the Receiver shall charge an hourly rate for him and his staff, ranging from \$35.00 to \$300.00 an hour, and shall be entitled to reimbursement of reasonable out-of-pocket expenses. The Court orders that the Receiver will have a priority in the funds and assets collected from the Property (rents, issues, proceeds, revenues, profits or income) to secure payment of his costs and fees, plus all reasonable travel costs of employees who are involved with managing the Property. The Receiver may petition the Court for the award of reasonable fees based on the foregoing rate, which petition may be on an interim basis. Applications for such compensation may be submitted by mail and granted by Order of the Court without a hearing upon ten (10) days written notice to Plaintiff and Defendants (or their counsel),

provided that no party objects to the Receiver's application for compensation during such ten (10) day period.

11. **Receiver's Certificates.** Without further Order of this Court, Receiver may borrow funds for the performance of Receiver's duties hereunder, in such increments as Plaintiff and the receiver may agree, and may issue its Certificates of Indebtedness in the form attached hereto as Exhibit "B" (hereinafter "Primary Certificates) to evidence such borrowing. The principal and interest evidenced by each such Primary Certificate shall be a first and prior lien and security interest upon the Property and upon all rents, earnings and income of said Property. The lien of each Primary Certificate shall be prior and superior to the rights, titles, and interests in the Property of all parties to this action, and all persons whose interests are governed by the Lis Pendens pursuant to Section 48.23, Fla. Stat., as well as to the lien on the mortgage and other security instruments for which foreclosure is sought in this action and the promissory notes and other obligations secured thereby (hereinafter, the "Security Documents").

12. **Counsel.** Receiver is hereby empowered to employ his own legal counsel to furnish legal advice and legal action to the Receiver for any purposes as may be necessary during the period of Receivership.

13. **Entry of Orders.** Any motion submitted to the Court by the Receiver and duly copied to all parties, including but not limited to motion(s) for the award of fees to the Receiver and Receiver's counsel shall, unless objected to in writing by any party,

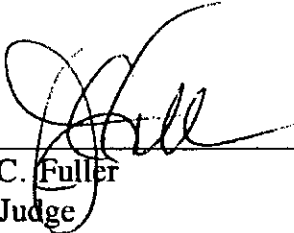
within ten (10) days of the date of said motion(s), be deemed to be stipulated to and the Court may then, without further hearing, enter an Order approving said motion(s).

14. The parties hereto shall cooperate with the Receiver at all times during the course of the Receivership and shall turn over and deliver to the Receiver all property and documents to which the Receiver is given possession, custody and control by virtue of this Order.

15. The parties hereto, and their agents, servants, employees, representatives and attorneys, are hereby enjoined from interfering in any way with the Receivership and the management of the Property until further Order of this Court.

DONE AND ORDERED in Chambers, Fort Myers, Lee County, Florida, on this

9 day of Feb., 2009.



Joseph C. Fuller
Circuit Judge

Service of the foregoing
pursuant to Rule 1.080,
Florida Rules of Civil
Procedure, the foregoing
has been served by regular
U.S. Mail this 9 day
of Feb., 2009 upon:

George H. Knott, Esq.
Dawn M. Rapoport, Esq.
Terrace IV at Riverwalk Condominium Association, Inc.

By: 

Judicial Assistant to Judge Fuller

EXHIBIT "A"

Unit No. 813, Building No. 8 of Terrace IV at Riverwalk, a Condominium, according to The Declaration of Condominium recorded in Clerk's File No. 2006000211327, and all exhibits and amendments thereof, Public Records of Lee County, Florida.

IN THE CIRCUIT COURT OF THE TWENTIETH JUDICIAL CIRCUIT IN AND FOR
LEE COUNTY, FLORIDA CIVIL ACTION

TAYLOR, BEAN & WHITAKER
MORTGAGE CORP.,

Plaintiff,

vs.

CASE NO. 08-CA-16293

RONALD JENSEN a/k/a
RONALD PAUL JENSEN,
JR.; DEBRA JENSEN;
JANE AND JOHN DOE,
OCCUPANTS; AND TERRACE
IV AT RIVERWALK CONDOMINIUM
ASSOCIATION, INC.,

Defendants.

_____ /

RECEIVER'S (FIRST) LIEN CERTIFICATE

NO. 1

FOR VALUE RECEIVED, the undersigned, R. David Isley, as the duly appointed Receiver in this action and not in his individual capacity ("Receiver"), promises to pay to the order of _____ or its successor and assigns, the sum of _____ and ____/100 Dollars (\$ _____), with interest thereon, computed daily on the principal balance outstanding hereunder, from the date hereof until paid, at the variable rate equal to two percent (2%) per annum in excess of the Prime Rate as published in the Wall Street Journal ("Index") which interest rate will be adjusted from time to time based upon the Index then in effect, which adjustments will

be effective on the date of change of the Index. The sums due on this Certificate, together with all accrued interest, shall be paid on or before the entry of an Order of Dismissal of the Complaint filed by Plaintiff or a Final Judgment in favor of Plaintiff in the above styled action, whichever shall first occur. Both principal and interest are payable in lawful money of the United States of America at the main office of the holder, or at such other place as the holder may designate.

Pursuant to the Order of the Court in this action, this certificate constitutes a lien upon all property, real, personal and mixed, of whatsoever nature or character, wherever situated, which is described in the security instruments attached to Plaintiff's Complaint heretofore filed in this action, and upon all rents, assessments, earnings, and income therefrom (all herein called the "Property"). The lien of this Certificate upon the Property is prior and superior to the rights, titles, and interests of: (a) all parties named in the captioned action; (b) the lien of the mortgages and other security instruments sought to be foreclosed herein, and the indebtedness and obligations secured thereby; (c) any judgment holders or mechanic's liens against the Property; and (d) the claims of all stockholders, partners, or creditors of the owners of the Property or of anyone claiming by, through, or under those owners; provided, however, that no Certificate of Indebtedness issued in this action shall have priority over any other Certificate of Indebtedness issued in this action, either as to principal or interest.

Without limitation of the foregoing, the indebtedness evidenced by this Certificate of Indebtedness is also secured by the lien and security interest of the mortgage and security

instruments which encumber the Property and for which foreclosure is sought by Plaintiff, Taylor, Bean & Whitaker Mortgage Corp., in this action.

This Certificate of Indebtedness is executed by the Receiver, not personally, but as Receiver aforesaid and is payable only out of the Property and in the manner provided by Order authorizing such Certificate. No personal liability shall be asserted or shall be enforceable against the Receiver hereunder.

IN WITNESS WHEREOF, the Receiver has executed this Certificate on this ____ day of _____, 2009.

R. Davie Isley
Not individually, but as Receiver

IN THE CIRCUIT COURT OF THE TWENTIETH JUDICIAL CIRCUIT IN AND FOR
LEE COUNTY, FLORIDA CIVIL ACTION

TAYLOR, BEAN & WHITAKER
MORTGAGE CORP.,

Plaintiff,

vs.

CASE NO. 08-CA-16296

RONALD JENSEN a/k/a
RONALD PAUL JENSEN,
JR.; DEBRA JENSEN;
JANE AND JOHN DOE,
OCCUPANTS; AND TERRACE
IV AT RIVERWALK CONDOMINIUM
ASSOCIATION, INC.,

Defendants.

_____ /

ORDER GRANTING PLAINTIFF'S
MOTION FOR THE APPOINTMENT OF A RECEIVER

THIS CAUSE, having come on to be heard upon Plaintiff's, Taylor, Bean & Whitaker Mortgage Corp., Motion For the Appointment of a Receiver and the Defendants, Debra Jensen and Ronald Paul Jensen, Jr., having stipulated to the appointment of a receiver, it is

ORDERED AND ADJUDGED as follows:

1. Plaintiff's Motion for the Appointment of a Receiver is granted.
2. Appointment. R. David Isley ("Receiver") is hereby appointed Receiver of the real and personal property (the "Property") described in Exhibit "A", attached hereto and made a part hereof.

3. **Oath.** The Receiver shall promptly file his Oath of Receiver with the Court whereby he shall undertake and agree to fully and truthfully perform his duties as Receiver in this action.

4. **Bond.** Pursuant to the terms of the mortgage in question, the Receiver shall be appointed without the necessity of a bond being posted.

5. **Possession of Property.** Receiver shall immediately take control and possession of the Property and shall retain control and possession of the Property until further order of this Court. Any management company or representative of Defendant currently in possession of the Property shall immediately relinquish possession of the Property to the Receiver. Any such management company or other representative of Defendant shall deliver to the Receiver all keys to the Property; all tenant security deposits, (which will be held in an interest bearing account); copies of all existing written leases; and copies of all accounting sheets and records regarding the operation and maintenance of the Property.

6. **Delivery of Leases.** Each tenant now occupying the Property shall immediately deliver to the Receiver a complete copy of any existing written lease.

7. **Rental of Property and Collection of Rental Income.** Receiver shall collect all rents, issues, proceeds, profits, revenue and income from the Property and deposit said income into an interest bearing trust account which account shall be maintained at a bank or savings and loan association whose deposits are insured by the

FDIC. Receiver shall have the authority to withdraw funds from said trust account for the sole purposes of managing, preserving, protecting and maintaining the Property and insurance thereon. Upon the entry of a Final Judgment in this cause, the Court shall make a further order regarding the distribution of the funds in said trust account. Receiver shall have the authority to initiate eviction actions against any tenant in violation of its lease agreement, and shall be empowered to employ legal counsel at a reasonable fee for the purposes of maintaining any necessary eviction actions. Receiver shall have the power to enter into leases, permits, certificates, sales, contracts, agreements, occupancy agreements, or other customary arrangements for operating the Property in the same manner as would an owner. Notwithstanding the foregoing, the Receiver shall not be obligated to rent the Property during the term of his Receivership.

8. **Specific Duties of Receiver.** Receiver shall use his best efforts to manage, preserve, protect, and maintain the Property in a reasonable, prudent, diligent and efficient manner, and may engage such employees, agents, and contractors as are necessary or appropriate to accomplish the foregoing. Without limitation of that general duty, Receiver shall have the following specific duties:

a. **Records.** Receiver shall maintain a comprehensive system of office records, books and accountings concerning the expenses related to maintaining the Property and the collection of rents, issues, proceeds, profits, revenue and income as set forth in Paragraph 7 herein. Upon reasonable notice, and at all reasonable

times, the parties to this action and its representatives shall have reasonable access to such records, accounts and books and to all vouchers, files and all other material pertaining to the operation of the Property, all of which the Receiver agrees to keep safe, available and separate from any records not having to do with the operation of the Property.

b. **Legal Requirements.** Receiver shall ensure that all aspects of the Property, and its operation and management, comply with any and all laws, regulations, orders or requirements affecting the Property issued by any federal, state, county or municipal authority having jurisdiction there over, to the extent any portion of the Property is not currently in compliance with such authorities, the Receiver shall use his best efforts to bring the Property into compliance.

c. **Major Repairs and Improvements.** The Receiver may contract with any individual or entity necessary to protect, supervise, manage, operate or improve said Property in accordance with this Order.

d. **Real Estate Taxes.** Receiver shall have the authority, but not the obligation, to pay the real estate taxes on the Property from the funds available in the trust account established pursuant to Paragraph 7 herein. Receiver shall also have the authority to contest the real estate tax assessment for the Property, and to hire independent contractors or legal counsel basis for such services.

e. **No Waste.** Unless otherwise permitted by current leases, Receiver shall not suffer, cause or permit (i) any removal of any real or personal property which currently constitutes any part of the Property nor (ii) any waste of the Property or any components thereof.

9. **Inventory and Monthly Rents.** Within forty five (45) days from the date of this order, Receiver shall file a true and complete inventory under oath of all property coming under his possession and control. Receiver is directed to file semiannual status reports commencing on June 1, 2009, and every six (6) months thereafter so long as the Property shall remain in his possession. Alternatively, in the event the Property is leased and only if the Property is leased, the Receiver is directed to prepare a monthly financial statement and status report for each month on or before the 15th day of each month commencing on the first (1st) month following the payment of any rent. The Receiver is directed to serve a copy of each report to the attorneys of record for the parties herein. The financial statement and status reports must be filed under oath.

10. **Fees.** For his services performed hereunder, the Receiver shall charge an hourly rate for him and his staff, ranging from \$35.00 to \$300.00 an hour, and shall be entitled to reimbursement of reasonable out-of-pocket expenses. The Court orders that the Receiver will have a priority in the funds and assets collected from the Property (rents, issues, proceeds, revenues, profits or income) to secure payment of his costs and fees, plus all reasonable travel costs of employees who are involved with managing the

Property. The Receiver may petition the Court for the award of reasonable fees based on the foregoing rate, which petition may be on an interim basis. Applications for such compensation may be submitted by mail and granted by Order of the Court without a hearing upon ten (10) days written notice to Plaintiff and Defendants (or their counsel), provided that no party objects to the Receiver's application for compensation during such ten (10) day period.

11. Receiver's Certificates. Without further Order of this Court, Receiver may borrow funds for the performance of Receiver's duties hereunder, in such increments as Plaintiff and the receiver may agree, and may issue its Certificates of Indebtedness in the form attached hereto as Exhibit "B" (hereinafter "Primary Certificates) to evidence such borrowing. The principal and interest evidenced by each such Primary Certificate shall be a first and prior lien and security interest upon the Property and upon all rents, earnings and income of said Property. The lien of each Primary Certificate shall be prior and superior to the rights, titles, and interests in the Property of all parties to this action, and all persons whose interests are governed by the Lis Pendens pursuant to Section 48.23, Fla. Stat., as well as to the lien on the mortgage and other security instruments for which foreclosure is sought in this action and the promissory notes and other obligations secured thereby (hereinafter, the "Security Documents").

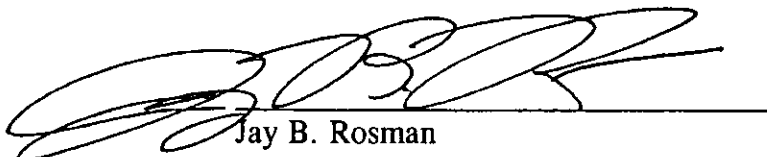
12. Counsel. Receiver is hereby empowered to employ his own legal counsel to furnish legal advice and legal action to the Receiver for any purposes as may be necessary during the period of Receivership.

13. Entry of Orders. Any motion submitted to the Court by the Receiver and duly copied to all parties, including but not limited to motion(s) for the award of fees to the Receiver and Receiver's counsel shall, unless objected to in writing by any party, within ten (10) days of the date of said motion(s), be deemed to be stipulated to and the Court may then, without further hearing, enter an Order approving said motion(s).

14. The parties hereto shall cooperate with the Receiver at all times during the course of the Receivership and shall turn over and deliver to the Receiver all property and documents to which the Receiver is given possession, custody and control by virtue of this Order.

15. The parties hereto, and their agents, servants, employees, representatives and attorneys, are hereby enjoined from interfering in any way with the Receivership and the management of the Property until further Order of this Court.

DONE AND ORDERED in Chambers, Fort Myers, Lee County, Florida, on this
12 day of Jan, 2009.


Jay B. Rosman
Circuit Judge

Service of the foregoing
pursuant to Rule 1.080,
Florida Rules of Civil
Procedure, the foregoing
has been served by regular
U.S. Mail this 12 day
of Jan, 2009 upon:

George H. Knott, Esq.
Dawn M. Rapoport, Esq.
Martin A. Pedata, Esq.
Terrace IV at Riverwalk Condominium Association, Inc.
c/o Jan Spires, Registered Agent


By: 
Judicial Assistant to Judge Rosman

EXHIBIT "A"

Unit 814 , Building 8, TERRACE IV AT RIVERWALK, A CONDOMINIUM according to the Declaration of Condominium thereof, as recorded in Official Records Instrument #2006000211327, of the Public Records of Lee County, Florida, as amended.

(FL8061594.PFD/FL8061594/81)

IN THE CIRCUIT COURT OF THE TWENTIETH JUDICIAL CIRCUIT IN AND FOR
LEE COUNTY, FLORIDA CIVIL ACTION

TAYLOR, BEAN & WHITAKER
MORTGAGE CORP.,

Plaintiff,

vs.

CASE NO. 08-CA-16296

COPY

RONALD JENSEN a/k/a
RONALD PAUL JENSEN,
JR.; DEBRA JENSEN;
JANE AND JOHN DOE,
OCCUPANTS; AND TERRACE
IV AT RIVERWALK CONDOMINIUM
ASSOCIATION, INC.,

Defendants.

_____ /

RECEIVER'S (FIRST) LIEN CERTIFICATE

NO. 1

FOR VALUE RECEIVED, the undersigned, R. David Isley, as the duly appointed Receiver in this action and not in his individual capacity ("Receiver"), promises to pay to the order of _____ or its successor and assigns, the sum of _____ and ____/100 Dollars (\$_____), with interest thereon, computed daily on the principal balance outstanding hereunder, from the date hereof until paid, at the variable rate equal to two percent (2%) per annum in excess of the Prime Rate as published in the Wall Street Journal ("Index") which interest rate will be adjusted from time to time based upon the Index then in effect, which adjustments will

EXHIBIT "B"

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be effective on the date of change of the Index. The sums due on this Certificate, together with all accrued interest, shall be paid on or before the entry of an Order of Dismissal of the Complaint filed by Plaintiff or a Final Judgment in favor of Plaintiff in the above styled action, whichever shall first occur. Both principal and interest are payable in lawful money of the United States of America at the main office of the holder, or at such other place as the holder may designate.

Pursuant to the Order of the Court in this action, this certificate constitutes a lien upon all property, real, personal and mixed, of whatsoever nature or character, wherever situated, which is described in the security instruments attached to Plaintiff's Complaint heretofore filed in this action, and upon all rents, assessments, earnings, and income therefrom (all herein called the "Property"). The lien of this Certificate upon the Property is prior and superior to the rights, titles, and interests of: (a) all parties named in the captioned action; (b) the lien of the mortgages and other security instruments sought to be foreclosed herein, and the indebtedness and obligations secured thereby; (c) any judgment holders or mechanic's liens against the Property; and (d) the claims of all stockholders, partners, or creditors of the owners of the Property or of anyone claiming by, through, or under those owners; provided, however, that no Certificate of Indebtedness issued in this action shall have priority over any other Certificate of Indebtedness issued in this action, either as to principal or interest.

Without limitation of the foregoing, the indebtedness evidenced by this Certificate of Indebtedness is also secured by the lien and security interest of the mortgage and

security instruments which encumber the Property and for which Foreclosure is sought by Plaintiff, Taylor, Bean & Whitaker Mortgage Corp., in this action.

This Certificate of Indebtedness is executed by the Receiver, not personally, but as Receiver aforesaid and is payable only out of the Property and in the manner provided by Order authorizing such Certificate. No personal liability shall be asserted or shall be enforceable against the Receiver hereunder.

IN WITNESS WHEREOF, the Receiver has executed this Certificate on this ____ day of _____, 2009.

R. Davie Isley
Not individually, but as Receiver

IN THE CIRCUIT COURT OF THE TWENTIETH JUDICIAL CIRCUIT IN AND FOR
LEE COUNTY, FLORIDA CIVIL ACTION

TAYLOR, BEAN & WHITAKER
MORTGAGE CORP.,

Plaintiff,

vs.

CASE NO. 08-CA-16295

RONALD PAUL JENSEN,
JR.; DEBRA JENSEN;
JANE AND JOHN DOE,
OCCUPANTS; AND TERRACE
IV AT RIVERWALK CONDOMINIUM
ASSOCIATION, INC.,

Defendants.

_____ /

ORDER GRANTING PLAINTIFF'S
MOTION FOR APPOINTMENT OF RECEIVER

THIS CAUSE, having come on to be heard upon Plaintiff's, Taylor, Bean & Whitaker Mortgage Corp., Motion for Appointment of Receiver and the Defendants, Ronald Paul Jensen, Jr. and Debra Jensen, having stipulated to the appointment of a receiver, it is

ORDERED AND ADJUDGED as follows:

1. Plaintiff's Motion for Appointment of Receiver is granted.
2. **Appointment.** R. David Isley ("Receiver") is hereby appointed Receiver of the real and personal property (the "Property") described in Exhibit "A", attached hereto and made a part hereof.

3. **Oath.** The Receiver shall promptly file his Oath of Receiver with the Court whereby he shall undertake and agree to fully and truthfully perform his duties as Receiver in this action.

4. **Bond.** Pursuant to the terms of the mortgage in question, the Receiver shall be appointed without the necessity of a bond being posted.

5. **Possession of Property.** Receiver shall immediately take control and possession of the Property and shall retain control and possession of the Property until further order of this Court. Any management company or representative of Defendants currently in possession of the Property shall immediately relinquish possession of the Property to the Receiver. Any such management company or other representative of Defendants shall deliver to the Receiver all keys to the Property; all tenant security deposits, (which will be held in an interest bearing account); copies of all existing written leases; and copies of all accounting sheets and records regarding the operation and maintenance of the Property.

6. **Delivery of Leases.** Each tenant now occupying the Property shall immediately deliver to the Receiver a complete copy of any existing written lease.

7. **Rental of Property and Collection of Rental Income.** Receiver shall collect all rents, issues, proceeds, profits, revenue and income from the Property and deposit said income into an interest bearing trust account which account shall be maintained at a bank or savings and loan association whose deposits are insured by the FDIC. Receiver shall have the authority to withdraw funds from said trust account for

the sole purposes of managing, preserving, protecting and maintaining the Property and insurance thereon. Upon the entry of a Final Judgment in this cause, the Court shall make a further order regarding the distribution of the funds in said trust account. Receiver shall have the authority to initiate eviction actions against any tenant in violation of its lease agreement, and shall be empowered to employ legal counsel at a reasonable fee for the purposes of maintaining any necessary eviction actions. Receiver shall have the power to enter into leases, permits, certificates, sales, contracts, agreements, occupancy agreements, or other customary arrangements for operating the Property in the same manner as would an owner. Notwithstanding the foregoing, the Receiver shall not be obligated to rent the Property during the term of his Receivership.

8. **Specific Duties of Receiver.** Receiver shall use his best efforts to manage, preserve, protect, and maintain the Property in a reasonable, prudent, diligent and efficient manner, and may engage such employees, agents, and contractors as are necessary or appropriate to accomplish the foregoing. Without limitation of that general duty, Receiver shall have the following specific duties:

a. **Records.** Receiver shall maintain a comprehensive system of office records, books and accountings concerning the expenses related to maintaining the Property and the collection of rents, issues, proceeds, profits, revenue and income as set forth in Paragraph 7 herein. Upon reasonable notice, and at all reasonable times, the parties to this action and its representatives shall have reasonable access to such records, accounts and books and to all vouchers, files and all other

material pertaining to the operation of the Property, all of which the Receiver agrees to keep safe, available and separate from any records not having to do with the operation of the Property.

b. **Legal Requirements.** Receiver shall ensure that all aspects of the Property, and its operation and management, comply with any and all laws, regulations, orders or requirements affecting the Property issued by any federal, state, county or municipal authority having jurisdiction there over, to the extent any portion of the Property is not currently in compliance with such authorities, the Receiver shall use his best efforts to bring the Property into compliance.

c. **Major Repairs and Improvements.** The Receiver may contract with any individual or entity necessary to protect, supervise, manage, operate or improve said Property in accordance with this Order.

d. **Real Estate Taxes.** Receiver shall have the authority, but not the obligation, to pay the real estate taxes on the Property from the funds available in the trust account established pursuant to Paragraph 7 herein. Receiver shall also have the authority to contest the real estate tax assessment for the Property, and to hire independent contractors or legal counsel basis for such services.

e. **No Waste.** Unless otherwise permitted by current leases, Receiver shall not suffer, cause or permit (I) any removal of any real or personal property which currently constitutes any part of the Property nor (ii) any waste of the Property or any components thereof.

9. **Inventory and Monthly Rents.** Within forty five (45) days from the date of this Order, Receiver shall file a true and complete inventory under oath of all property coming under his possession and control. Receiver is directed to file semiannual status reports commencing on July 1, 2009, and every six (6) months thereafter so long as the Property shall remain in his possession. Alternatively, in the event the Property is leased and only if the Property is leased, the Receiver is directed to prepare a monthly financial statement and status report for each month on or before the 15th day of each month commencing on the first (1st) month following the payment of any rent. The Receiver is directed to serve a copy of each report to the attorneys of record for the parties herein. The financial statement and status reports must be filed under oath.

10. **Fees.** For his services performed hereunder, the Receiver shall charge an hourly rate for him and his staff, ranging from \$35.00 to \$300.00 an hour, and shall be entitled to reimbursement of reasonable out-of-pocket expenses. The Court orders that the Receiver will have a priority in the funds and assets collected from the Property (rents, issues, proceeds, revenues, profits or income) to secure payment of his costs and fees, plus all reasonable travel costs of employees who are involved with managing the Property. The Receiver may petition the Court for the award of reasonable fees based on the foregoing rate, which petition may be on an interim basis. Applications for such compensation may be submitted by mail and granted by Order of the Court without a hearing upon ten (10) days written notice to Plaintiff and Defendants (or their counsel),

provided that no party objects to the Receiver's application for compensation during such ten (10) day period.

11. **Receiver's Certificates.** Without further Order of this Court, Receiver may borrow funds for the performance of Receiver's duties hereunder, in such increments as Plaintiff and the receiver may agree, and may issue its Certificates of Indebtedness in the form attached hereto as Exhibit "B" (hereinafter "Primary Certificates) to evidence such borrowing. The principal and interest evidenced by each such Primary Certificate shall be a first and prior lien and security interest upon the Property and upon all rents, earnings and income of said Property. The lien of each Primary Certificate shall be prior and superior to the rights, titles, and interests in the Property of all parties to this action, and all persons whose interests are governed by the Lis Pendens pursuant to Section 48.23, Fla. Stat., as well as to the lien on the mortgage and other security instruments for which foreclosure is sought in this action and the promissory notes and other obligations secured thereby (hereinafter, the "Security Documents").

12. **Counsel.** Receiver is hereby empowered to employ his own legal counsel to furnish legal advice and legal action to the Receiver for any purposes as may be necessary during the period of Receivership.

13. **Entry of Orders.** Any motion submitted to the Court by the Receiver and duly copied to all parties, including but not limited to motion(s) for the award of fees to the Receiver and Receiver's counsel shall, unless objected to in writing by any party,


within ten (10) days of the date of said motion(s), be deemed to be stipulated to and the Court may then, without further hearing, enter an Order approving said motion(s).

14. The parties hereto shall cooperate with the Receiver at all times during the course of the Receivership and shall turn over and deliver to the Receiver all property and documents to which the Receiver is given possession, custody and control by virtue of this Order.

15. The parties hereto, and their agents, servants, employees, representatives and attorneys, are hereby enjoined from interfering in any way with the Receivership and the management of the Property until further Order of this Court.

DONE AND ORDERED in Chambers, Fort Myers, Lee County, Florida, on this

23rd day of JAN, 2009.



Lynn Gerald, Jr.
Circuit Judge

Service of the foregoing
pursuant to Rule 1.080,
Florida Rules of Civil
Procedure, the foregoing
has been served by regular
U.S. Mail this 23 day
of Jan, 2009 upon:

George H. Knott, Esq.
Dawn M. Rapoport, Esq.
Terrace IV at Riverwalk Condominium Association, Inc.

By: 

Judicial Assistant to Judge Gerald

EXHIBIT "A"

Unit No. 815, Building No. 8 of Terrace IV at Riverwalk, a Condominium, according to The Declaration of Condominium recorded in Instrument No. 2006000211327, and all exhibits and amendments thereof, Public Records of Lee County, Florida.

IN THE CIRCUIT COURT OF THE TWENTIETH JUDICIAL CIRCUIT IN AND FOR
LEE COUNTY, FLORIDA CIVIL ACTION

TAYLOR, BEAN & WHITAKER
MORTGAGE CORP.,

Plaintiff,

COPY

vs.

CASE NO. 08-CA-16295

RONALD PAUL JENSEN,
JR.; DEBRA JENSEN;
JANE AND JOHN DOE,
OCCUPANTS; AND TERRACE
IV AT RIVERWALK CONDOMINIUM
ASSOCIATION, INC.,

Defendants.

_____/

RECEIVER'S (FIRST) LIEN CERTIFICATE

NO. 1

FOR VALUE RECEIVED, the undersigned, R. David Isley, as the duly appointed Receiver in this action and not in his individual capacity ("Receiver"), promises to pay to the order of _____ or its successor and assigns, the sum of _____ and ___/100 Dollars (\$_____), with interest thereon, computed daily on the principal balance outstanding hereunder, from the date hereof until paid, at the variable rate equal to two percent (2%) per annum in excess of the Prime Rate as published in the Wall Street Journal ("Index") which interest rate will be adjusted from time to time based upon the Index then in effect, which adjustments will be effective on the date of change of the Index. The sums due on this Certificate,

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EXHIBIT "B"

together with all accrued interest, shall be paid on or before the entry of an Order of Dismissal of the Complaint filed by Plaintiff or a Final Judgment in favor of Plaintiff in the above styled action, whichever shall first occur. Both principal and interest are payable in lawful money of the United States of America at the main office of the holder, or at such other place as the holder may designate.

Pursuant to the Order of the Court in this action, this certificate constitutes a lien upon all property, real, personal and mixed, of whatsoever nature or character, wherever situated, which is described in the security instruments attached to Plaintiff's Complaint heretofore filed in this action, and upon all rents, assessments, earnings, and income therefrom (all herein called the "Property"). The lien of this Certificate upon the Property is prior and superior to the rights, titles, and interests of: (a) all parties named in the captioned action; (b) the lien of the mortgages and other security instruments sought to be foreclosed herein, and the indebtedness and obligations secured thereby; (c) any judgment holders or mechanic's liens against the Property; and (d) the claims of all stockholders, partners, or creditors of the owners of the Property or of anyone claiming by, through, or under those owners; provided, however, that no Certificate of Indebtedness issued in this action shall have priority over any other Certificate of Indebtedness issued in this action, either as to principal or interest.

Without limitation of the foregoing, the indebtedness evidenced by this Certificate of Indebtedness is also secured by the lien and security interest of the mortgage and

security instruments which encumber the Property and for which foreclosure is sought by Plaintiff, Taylor, Bean & Whitaker Mortgage Corp., in this action.

This Certificate of Indebtedness is executed by the Receiver, not personally, but as Receiver aforesaid and is payable only out of the Property and in the manner provided by Order authorizing such Certificate. No personal liability shall be asserted or shall be enforceable against the Receiver hereunder.

IN WITNESS WHEREOF, the Receiver has executed this Certificate on this ____ day of _____, 2009.

R. Davie Isley
Not individually, but as Receiver

IN THE CIRCUIT COURT OF THE TWENTIETH JUDICIAL CIRCUIT IN AND FOR
LEE COUNTY, FLORIDA CIVIL ACTION

TAYLOR, BEAN & WHITAKER
MORTGAGE CORP.,

Plaintiff,

vs.

CASE NO. 08-CA-16384

RONALD PAUL JENSEN,
JR.; DEBRA JENSEN;
JANE AND JOHN DOE,
OCCUPANTS; AND TERRACE
IV AT RIVERWALK CONDOMINIUM
ASSOCIATION, INC.,

Defendants.

ORDER GRANTING PLAINTIFF'S
MOTION FOR APPOINTMENT OF RECEIVER

THIS CAUSE, having come on to be heard upon Plaintiff's, Taylor, Bean & Whitaker Mortgage Corp., Motion for Appointment of Receiver and the Defendants, Ronald Paul Jensen, Jr. and Debra Jensen, having stipulated to the appointment of a receiver, it is

ORDERED AND ADJUDGED as follows:

1. Plaintiff's Motion for Appointment of Receiver is granted.
2. Appointment. R. David Isley ("Receiver") is hereby appointed Receiver of the real and personal property (the "Property") described in Exhibit "A", attached hereto and made a part hereof.

3. **Oath.** The Receiver shall promptly file his Oath of Receiver with the Court whereby he shall undertake and agree to fully and truthfully perform his duties as Receiver in this action.

4. **Bond.** Pursuant to the terms of the mortgage in question, the Receiver shall be appointed without the necessity of a bond being posted.

5. **Possession of Property.** Receiver shall immediately take control and possession of the Property and shall retain control and possession of the Property until further order of this Court. Any management company or representative of Defendants currently in possession of the Property shall immediately relinquish possession of the Property to the Receiver. Any such management company or other representative of Defendants shall deliver to the Receiver all keys to the Property; all tenant security deposits, (which will be held in an interest bearing account); copies of all existing written leases; and copies of all accounting sheets and records regarding the operation and maintenance of the Property.

6. **Delivery of Leases.** Each tenant now occupying the Property shall immediately deliver to the Receiver a complete copy of any existing written lease.

7. **Rental of Property and Collection of Rental Income.** Receiver shall collect all rents, issues, proceeds, profits, revenue and income from the Property and deposit said income into an interest bearing trust account which account shall be maintained at a bank or savings and loan association whose deposits are insured by the FDIC. Receiver shall have the authority to withdraw funds from said trust account for the sole purposes of

managing, preserving, protecting and maintaining the Property and insurance thereon. Upon the entry of a Final Judgment in this cause, the Court shall make a further order regarding the distribution of the funds in said trust account. Receiver shall have the authority to initiate eviction actions against any tenant in violation of its lease agreement, and shall be empowered to employ legal counsel at a reasonable fee for the purposes of maintaining any necessary eviction actions. Receiver shall have the power to enter into leases, permits, certificates, sales, contracts, agreements, occupancy agreements, or other customary arrangements for operating the Property in the same manner as would an owner. Notwithstanding the foregoing, the Receiver shall not be obligated to rent the Property during the term of his Receivership.

8. *Specific Duties of Receiver.* Receiver shall use his best efforts to manage, preserve, protect, and maintain the Property in a reasonable, prudent, diligent and efficient manner, and may engage such employees, agents, and contractors as are necessary or appropriate to accomplish the foregoing. Without limitation of that general duty, Receiver shall have the following specific duties:

a. *Records.* Receiver shall maintain a comprehensive system of office records, books and accountings concerning the expenses related to maintaining the Property and the collection of rents, issues, proceeds, profits, revenue and income as set forth in Paragraph 7 herein. Upon reasonable notice, and at all reasonable times, the parties to this action and its representatives shall have reasonable access to such records, accounts and books and to all vouchers, files and all other material

pertaining to the operation of the Property, all of which the Receiver agrees to keep safe, available and separate from any records not having to do with the operation of the Property.

b. **Legal Requirements.** Receiver shall ensure that all aspects of the Property, and its operation and management, comply with any and all laws, regulations, orders or requirements affecting the Property issued by any federal, state, county or municipal authority having jurisdiction there over, to the extent any portion of the Property is not currently in compliance with such authorities, the Receiver shall use his best efforts to bring the Property into compliance.

c. **Major Repairs and Improvements.** The Receiver may contract with any individual or entity necessary to protect, supervise, manage, operate or improve said Property in accordance with this Order.

d. **Real Estate Taxes.** Receiver shall have the authority, but not the obligation, to pay the real estate taxes on the Property from the funds available in the trust account established pursuant to Paragraph 7 herein. Receiver shall also have the authority to contest the real estate tax assessment for the Property, and to hire independent contractors or legal counsel basis for such services.

e. **No Waste.** Unless otherwise permitted by current leases, Receiver shall not suffer, cause or permit (I) any removal of any real or personal property which currently constitutes any part of the Property nor (ii) any waste of the Property or any components thereof.

9. **Inventory and Monthly Rents.** Within forty five (45) days from the date of this Order, Receiver shall file a true and complete inventory under oath of all property coming under his possession and control. Receiver is directed to file semiannual status reports commencing on July 1, 2009, and every six (6) months thereafter so long as the Property shall remain in his possession. Alternatively, in the event the Property is leased and only if the Property is leased, the Receiver is directed to prepare a monthly financial statement and status report for each month on or before the 15th day of each month commencing on the first (1st) month following the payment of any rent. The Receiver is directed to serve a copy of each report to the attorneys of record for the parties herein. The financial statement and status reports must be filed under oath.

10. **Fees.** For his services performed hereunder, the Receiver shall charge an hourly rate for him and his staff, ranging from \$35.00 to \$300.00 an hour, and shall be entitled to reimbursement of reasonable out-of-pocket expenses. The Court orders that the Receiver will have a priority in the funds and assets collected from the Property (rents, issues, proceeds, revenues, profits or income) to secure payment of his costs and fees, plus all reasonable travel costs of employees who are involved with managing the Property. The Receiver may petition the Court for the award of reasonable fees based on the foregoing rate, which petition may be on an interim basis. Applications for such compensation may be submitted by mail and granted by Order of the Court without a hearing upon ten (10) days written notice to Plaintiff and Defendants (or their counsel),

provided that no party objects to the Receiver's application for compensation during such ten (10) day period.

11. **Receiver's Certificates.** Without further Order of this Court, Receiver may borrow funds for the performance of Receiver's duties hereunder, in such increments as Plaintiff and the receiver may agree, and may issue its Certificates of Indebtedness in the form attached hereto as Exhibit "B" (hereinafter "Primary Certificates) to evidence such borrowing. The principal and interest evidenced by each such Primary Certificate shall be a first and prior lien and security interest upon the Property and upon all rents, earnings and income of said Property. The lien of each Primary Certificate shall be prior and superior to the rights, titles, and interests in the Property of all parties to this action, and all persons whose interests are governed by the Lis Pendens pursuant to Section 48.23, Fla. Stat., as well as to the lien on the mortgage and other security instruments for which foreclosure is sought in this action and the promissory notes and other obligations secured thereby (hereinafter, the "Security Documents").

12. **Counsel.** Receiver is hereby empowered to employ his own legal counsel to furnish legal advice and legal action to the Receiver for any purposes as may be necessary during the period of Receivership.

13. **Entry of Orders.** Any motion submitted to the Court by the Receiver and duly copied to all parties, including but not limited to motion(s) for the award of fees to the Receiver and Receiver's counsel shall, unless objected to in writing by any party,

within ten (10) days of the date of said motion(s), be deemed to be stipulated to and the Court may then, without further hearing, enter an Order approving said motion(s).

14. The parties hereto shall cooperate with the Receiver at all times during the course of the Receivership and shall turn over and deliver to the Receiver all property and documents to which the Receiver is given possession, custody and control by virtue of this Order.

15. The parties hereto, and their agents, servants, employees, representatives and attorneys, are hereby enjoined from interfering in any way with the Receivership and the management of the Property until further Order of this Court.

DONE AND ORDERED in Chambers, Fort Myers, Lee County, Florida, on this 10 day of Feb., 2009.



Joseph C. Fuller
Circuit Judge

Service of the foregoing
pursuant to Rule 1.080,
Florida Rules of Civil
Procedure, the foregoing
has been served by regular
U.S. Mail this 10 day
of Feb., 2009 upon:

George H. Knott, Esq.
Dawn M. Rapoport, Esq.
Terrace IV at Riverwalk Condominium Association, Inc.

By: 

Judicial Assistant to Judge Fuller

EXHIBIT "A"

Unit No. 816, Building No. 8 of Terrace IV at Riverwalk, a Condominium, according to The Declaration of Condominium recorded in Instrument No. 2006000211327, and all exhibits and amendments thereof, Public Records of Lee County, Florida.

IN THE CIRCUIT COURT OF THE TWENTIETH JUDICIAL CIRCUIT IN AND FOR
LEE COUNTY, FLORIDA CIVIL ACTION

TAYLOR, BEAN & WHITAKER
MORTGAGE CORP.,

Plaintiff,

vs.

CASE NO. 08-CA-16384

RONALD PAUL JENSEN,
JR.; DEBRA JENSEN;
JANE AND JOHN DOE,
OCCUPANTS; AND TERRACE
IV AT RIVERWALK CONDOMINIUM
ASSOCIATION, INC.,

Defendants.

_____ /

RECEIVER'S (FIRST) LIEN CERTIFICATE

NO. 1

FOR VALUE RECEIVED, the undersigned, R. David Isley, as the duly appointed Receiver in this action and not in his individual capacity ("Receiver"), promises to pay to the order of _____ or its successor and assigns, the sum of _____ and ___/100 Dollars (\$_____), with interest thereon, computed daily on the principal balance outstanding hereunder, from the date hereof until paid, at the variable rate equal to two percent (2%) per annum in excess of the Prime Rate as published in the Wall Street Journal ("Index") which interest rate will be adjusted from time to time based upon the Index then in effect, which adjustments will be effective on the date of change of the Index. The sums due on this Certificate,

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EXHIBIT "B"

together with all accrued interest, shall be paid on or before the entry of an Order of Dismissal of the Complaint filed by Plaintiff or a Final Judgment in favor of Plaintiff in the above styled action, whichever shall first occur. Both principal and interest are payable in lawful money of the United States of America at the main office of the holder, or at such other place as the holder may designate.

Pursuant to the Order of the Court in this action, this certificate constitutes a lien upon all property, real, personal and mixed, of whatsoever nature or character, wherever situated, which is described in the security instruments attached to Plaintiff's Complaint heretofore filed in this action, and upon all rents, assessments, earnings, and income therefrom (all herein called the "Property"). The lien of this Certificate upon the Property is prior and superior to the rights, titles, and interests of: (a) all parties named in the captioned action; (b) the lien of the mortgages and other security instruments sought to be foreclosed herein, and the indebtedness and obligations secured thereby; (c) any judgment holders or mechanic's liens against the Property; and (d) the claims of all stockholders, partners, or creditors of the owners of the Property or of anyone claiming by, through, or under those owners; provided, however, that no Certificate of Indebtedness issued in this action shall have priority over any other Certificate of Indebtedness issued in this action, either as to principal or interest.

Without limitation of the foregoing, the indebtedness evidenced by this Certificate of Indebtedness is also secured by the lien and security interest of the mortgage and security

instruments which encumber the Property and for which foreclosure is sought by Plaintiff, Taylor, Bean & Whitaker Mortgage Corp., in this action.

This Certificate of Indebtedness is executed by the Receiver, not personally, but as Receiver aforesaid and is payable only out of the Property and in the manner provided by Order authorizing such Certificate. No personal liability shall be asserted or shall be enforceable against the Receiver hereunder.

IN WITNESS WHEREOF, the Receiver has executed this Certificate on this ____ day of _____, 2009.

R. Davie Isley
Not individually, but as Receiver

IN THE CIRCUIT COURT OF THE TWENTIETH JUDICIAL CIRCUIT IN AND FOR
LEE COUNTY, FLORIDA CIVIL ACTION

TAYLOR, BEAN & WHITAKER
MORTGAGE CORP.,

Plaintiff,

vs.

CASE NO. 08-CA-16294

DEBRA JENSEN a/k/a
DEBRA JENSON; RONALD PAUL
JENSEN, JR.; JANE AND
JOHN DOE, OCCUPANTS; AND
TERRACE IV AT RIVERWALK
CONDOMINIUM ASSOCIATION,
INC.,

Defendants.

ORDER GRANTING PLAINTIFF'S
MOTION FOR APPOINTMENT OF RECEIVER

THIS CAUSE, having come on to be heard upon Plaintiff's, Taylor, Bean & Whitaker Mortgage Corp., Motion for Appointment of Receiver and the Defendants, Debra Jensen a/k/a Debra Jenson and Ronald Paul Jensen, Jr., having stipulated to the appointment of a receiver, it is

ORDERED AND ADJUDGED as follows:

1. Plaintiff's Motion for Appointment of Receiver is granted.
2. **Appointment.** R. David Isley ("Receiver") is hereby appointed Receiver of the real and personal property (the "Property") described in Exhibit "A", attached hereto and made a part hereof.

3. **Oath.** The Receiver shall promptly file his Oath of Receiver with the Court whereby he shall undertake and agree to fully and truthfully perform his duties as Receiver in this action.

4. **Bond.** Pursuant to the terms of the mortgage in question, the Receiver shall be appointed without the necessity of a bond being posted.

5. **Possession of Property.** Receiver shall immediately take control and possession of the Property and shall retain control and possession of the Property until further order of this Court. Any management company or representative of Defendants currently in possession of the Property shall immediately relinquish possession of the Property to the Receiver. Any such management company or other representative of Defendants shall deliver to the Receiver all keys to the Property; all tenant security deposits, (which will be held in an interest bearing account); copies of all existing written leases; and copies of all accounting sheets and records regarding the operation and maintenance of the Property.

6. **Delivery of Leases.** Each tenant now occupying the Property shall immediately deliver to the Receiver a complete copy of any existing written lease.

7. **Rental of Property and Collection of Rental Income.** Receiver shall collect all rents, issues, proceeds, profits, revenue and income from the Property and deposit said income into an interest bearing trust account which account shall be maintained at a bank or savings and loan association whose deposits are insured by the FDIC. Receiver shall have the authority to withdraw funds from said trust account for the sole purposes of

managing, preserving, protecting and maintaining the Property and insurance thereon. Upon the entry of a Final Judgment in this cause, the Court shall make a further order regarding the distribution of the funds in said trust account. Receiver shall have the authority to initiate eviction actions against any tenant in violation of its lease agreement, and shall be empowered to employ legal counsel at a reasonable fee for the purposes of maintaining any necessary eviction actions. Receiver shall have the power to enter into leases, permits, certificates, sales, contracts, agreements, occupancy agreements, or other customary arrangements for operating the Property in the same manner as would an owner. Notwithstanding the foregoing, the Receiver shall not be obligated to rent the Property during the term of his Receivership.

8. **Specific Duties of Receiver.** Receiver shall use his best efforts to manage, preserve, protect, and maintain the Property in a reasonable, prudent, diligent and efficient manner, and may engage such employees, agents, and contractors as are necessary or appropriate to accomplish the foregoing. Without limitation of that general duty, Receiver shall have the following specific duties:

a. **Records.** Receiver shall maintain a comprehensive system of office records, books and accountings concerning the expenses related to maintaining the Property and the collection of rents, issues, proceeds, profits, revenue and income as set forth in Paragraph 7 herein. Upon reasonable notice, and at all reasonable times, the parties to this action and its representatives shall have reasonable access to such records, accounts and books and to all vouchers, files and all other material

pertaining to the operation of the Property, all of which the Receiver agrees to keep safe, available and separate from any records not having to do with the operation of the Property.

b. **Legal Requirements.** Receiver shall ensure that all aspects of the Property, and its operation and management, comply with any and all laws, regulations, orders or requirements affecting the Property issued by any federal, state, county or municipal authority having jurisdiction there over, to the extent any portion of the Property is not currently in compliance with such authorities, the Receiver shall use his best efforts to bring the Property into compliance.

c. **Major Repairs and Improvements.** The Receiver may contract with any individual or entity necessary to protect, supervise, manage, operate or improve said Property in accordance with this Order.

d. **Real Estate Taxes.** Receiver shall have the authority, but not the obligation, to pay the real estate taxes on the Property from the funds available in the trust account established pursuant to Paragraph 7 herein. Receiver shall also have the authority to contest the real estate tax assessment for the Property, and to hire independent contractors or legal counsel basis for such services.

e. **No Waste.** Unless otherwise permitted by current leases, Receiver shall not suffer, cause or permit (I) any removal of any real or personal property which currently constitutes any part of the Property nor (ii) any waste of the Property or any components thereof.

9. **Inventory and Monthly Rents.** Within forty five (45) days from the date of this Order, Receiver shall file a true and complete inventory under oath of all property coming under his possession and control. Receiver is directed to file semiannual status reports commencing on July 1, 2009, and every six (6) months thereafter so long as the Property shall remain in his possession. Alternatively, in the event the Property is leased and only if the Property is leased, the Receiver is directed to prepare a monthly financial statement and status report for each month on or before the 15th day of each month commencing on the first (1st) month following the payment of any rent. The Receiver is directed to serve a copy of each report to the attorneys of record for the parties herein. The financial statement and status reports must be filed under oath.

10. **Fees.** For his services performed hereunder, the Receiver shall charge an hourly rate for him and his staff, ranging from \$35.00 to \$300.00 an hour, and shall be entitled to reimbursement of reasonable out-of-pocket expenses. The Court orders that the Receiver will have a priority in the funds and assets collected from the Property (rents, issues, proceeds, revenues, profits or income) to secure payment of his costs and fees, plus all reasonable travel costs of employees who are involved with managing the Property. The Receiver may petition the Court for the award of reasonable fees based on the foregoing rate, which petition may be on an interim basis. Applications for such compensation may be submitted by mail and granted by Order of the Court without a hearing upon ten (10) days written notice to Plaintiff and Defendants (or their counsel),

provided that no party objects to the Receiver's application for compensation during such ten (10) day period.

11. **Receiver's Certificates.** Without further Order of this Court, Receiver may borrow funds for the performance of Receiver's duties hereunder, in such increments as Plaintiff and the receiver may agree, and may issue its Certificates of Indebtedness in the form attached hereto as Exhibit "B" (hereinafter "Primary Certificates) to evidence such borrowing. The principal and interest evidenced by each such Primary Certificate shall be a first and prior lien and security interest upon the Property and upon all rents, earnings and income of said Property. The lien of each Primary Certificate shall be prior and superior to the rights, titles, and interests in the Property of all parties to this action, and all persons whose interests are governed by the Lis Pendens pursuant to Section 48.23, Fla. Stat., as well as to the lien on the mortgage and other security instruments for which foreclosure is sought in this action and the promissory notes and other obligations secured thereby (hereinafter, the "Security Documents").

12. **Counsel.** Receiver is hereby empowered to employ his own legal counsel to furnish legal advice and legal action to the Receiver for any purposes as may be necessary during the period of Receivership.

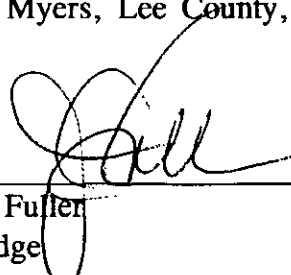
13. **Entry of Orders.** Any motion submitted to the Court by the Receiver and duly copied to all parties, including but not limited to motion(s) for the award of fees to the Receiver and Receiver's counsel shall, unless objected to in writing by any party,

within ten (10) days of the date of said motion(s), be deemed to be stipulated to and the Court may then, without further hearing, enter an Order approving said motion(s).

14. The parties hereto shall cooperate with the Receiver at all times during the course of the Receivership and shall turn over and deliver to the Receiver all property and documents to which the Receiver is given possession, custody and control by virtue of this Order.

15. The parties hereto, and their agents, servants, employees, representatives and attorneys, are hereby enjoined from interfering in any way with the Receivership and the management of the Property until further Order of this Court.

DONE AND ORDERED in Chambers, Fort Myers, Lee County, Florida, on this 10 day of Feb., 2009.



Joseph C. Fuller
Circuit Judge

Service of the foregoing
pursuant to Rule 1.080,
Florida Rules of Civil
Procedure, the foregoing
has been served by regular
U.S. Mail this 10 day
of Feb., 2009 upon:

George H. Knott, Esq.
Dawn M. Rapoport, Esq.
Terrace IV at Riverwalk Condominium Association, Inc.

By: 

Judicial Assistant to Judge Fuller

EXHIBIT "A"

Unit No. 817, Building No. 8 of Terrace IV at Riverwalk, a Condominium, according to The Declaration of Condominium recorded in Instrument No. 2006000211327, and all exhibits and amendments thereof, Public Records of Lee County, Florida.

IN THE CIRCUIT COURT OF THE TWENTIETH JUDICIAL CIRCUIT IN AND FOR
LEE COUNTY, FLORIDA CIVIL ACTION

TAYLOR, BEAN & WHITAKER
MORTGAGE CORP.,

Plaintiff,

vs.

CASE NO. 08-CA-16294

DEBRA JENSEN a/k/a
DEBRA JENSON; RONALD PAUL
JENSEN, JR.; JANE AND
JOHN DOE, OCCUPANTS; AND
TERRACE IV AT RIVERWALK
CONDOMINIUM ASSOCIATION,
INC.,

Defendants.

_____ /

RECEIVER'S (FIRST) LIEN CERTIFICATE

NO. 1

FOR VALUE RECEIVED, the undersigned, R. David Isley, as the duly appointed Receiver in this action and not in his individual capacity ("Receiver"), promises to pay to the order of _____ or its successor and assigns, the sum of _____ and ___/100 Dollars (\$ _____), with interest thereon, computed daily on the principal balance outstanding hereunder, from the date hereof until paid, at the variable rate equal to two percent (2%) per annum in excess of the Prime Rate as published in the Wall Street Journal ("Index") which interest rate will be adjusted from time to time based upon the Index then in effect, which adjustments will be effective on the date of change of the Index. The sums due on this Certificate,

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EXHIBIT "B"

together with all accrued interest, shall be paid on or before the entry of an Order of Dismissal of the Complaint filed by Plaintiff or a Final Judgment in favor of Plaintiff in the above styled action, whichever shall first occur. Both principal and interest are payable in lawful money of the United States of America at the main office of the holder, or at such other place as the holder may designate.

Pursuant to the Order of the Court in this action, this certificate constitutes a lien upon all property, real, personal and mixed, of whatsoever nature or character, wherever situated, which is described in the security instruments attached to Plaintiff's Complaint heretofore filed in this action, and upon all rents, assessments, earnings, and income therefrom (all herein called the "Property"). The lien of this Certificate upon the Property is prior and superior to the rights, titles, and interests of: (a) all parties named in the captioned action; (b) the lien of the mortgages and other security instruments sought to be foreclosed herein, and the indebtedness and obligations secured thereby; (c) any judgment holders or mechanic's liens against the Property; and (d) the claims of all stockholders, partners, or creditors of the owners of the Property or of anyone claiming by, through, or under those owners; provided, however, that no Certificate of Indebtedness issued in this action shall have priority over any other Certificate of Indebtedness issued in this action, either as to principal or interest.

Without limitation of the foregoing, the indebtedness evidenced by this Certificate of Indebtedness is also secured by the lien and security interest of the mortgage and security

instruments which encumber the Property and for which foreclosure is sought by Plaintiff, Taylor, Bean & Whitaker Mortgage Corp., in this action.

This Certificate of Indebtedness is executed by the Receiver, not personally, but as Receiver aforesaid and is payable only out of the Property and in the manner provided by Order authorizing such Certificate. No personal liability shall be asserted or shall be enforceable against the Receiver hereunder.

IN WITNESS WHEREOF, the Receiver has executed this Certificate on this ____ day of _____, 2009.

R. Davie Isley
Not individually, but as Receiver

IN THE CIRCUIT COURT OF THE TWENTIETH JUDICIAL CIRCUIT IN AND FOR
LEE COUNTY, FLORIDA CIVIL ACTION

TAYLOR, BEAN & WHITAKER
MORTGAGE CORP.,

Plaintiff,

vs.

CASE NO. 08-CA-16387

DEBRA JENSEN; RONALD
PAUL JENSEN, JR.;
JANE AND JOHN DOE,
OCCUPANTS; AND TERRACE
IV AT RIVERWALK CONDOMINIUM
ASSOCIATION, INC.,

Defendants.

ORDER GRANTING PLAINTIFF'S
MOTION FOR APPOINTMENT OF RECEIVER

THIS CAUSE, having come on to be heard upon Plaintiff's, Taylor, Bean & Whitaker Mortgage Corp., Motion for Appointment of Receiver and the Defendants, Debra Jensen and Ronald Paul Jensen, Jr., having stipulated to the appointment of a receiver, it is

ORDERED AND ADJUDGED as follows:

1. Plaintiff's Motion for Appointment of Receiver is granted.
2. Appointment. R. David Isley ("Receiver") is hereby appointed Receiver of the real and personal property (the "Property") described in Exhibit "A", attached hereto and made a part hereof.

3. Oath. The Receiver shall promptly file his Oath of Receiver with the Court whereby he shall undertake and agree to fully and truthfully perform his duties as Receiver in this action.

4. Bond. Pursuant to the terms of the mortgage in question, the Receiver shall be appointed without the necessity of a bond being posted.

5. Possession of Property. Receiver shall immediately take control and possession of the Property and shall retain control and possession of the Property until further order of this Court. Any management company or representative of Defendants currently in possession of the Property shall immediately relinquish possession of the Property to the Receiver. Any such management company or other representative of Defendants shall deliver to the Receiver all keys to the Property; all tenant security deposits, (which will be held in an interest bearing account); copies of all existing written leases; and copies of all accounting sheets and records regarding the operation and maintenance of the Property.

6. Delivery of Leases. Each tenant now occupying the Property shall immediately deliver to the Receiver a complete copy of any existing written lease.

7. Rental of Property and Collection of Rental Income. Receiver shall collect all rents, issues, proceeds, profits, revenue and income from the Property and deposit said income into an interest bearing trust account which account shall be maintained at a bank or savings and loan association whose deposits are insured by the FDIC. Receiver shall have the authority to withdraw funds from said trust account for the sole purposes of

managing, preserving, protecting and maintaining the Property and insurance thereon. Upon the entry of a Final Judgment in this cause, the Court shall make a further order regarding the distribution of the funds in said trust account. Receiver shall have the authority to initiate eviction actions against any tenant in violation of its lease agreement, and shall be empowered to employ legal counsel at a reasonable fee for the purposes of maintaining any necessary eviction actions. Receiver shall have the power to enter into leases, permits, certificates, sales, contracts, agreements, occupancy agreements, or other customary arrangements for operating the Property in the same manner as would an owner. Notwithstanding the foregoing, the Receiver shall not be obligated to rent the Property during the term of his Receivership.

8. **Specific Duties of Receiver.** Receiver shall use his best efforts to manage, preserve, protect, and maintain the Property in a reasonable, prudent, diligent and efficient manner, and may engage such employees, agents, and contractors as are necessary or appropriate to accomplish the foregoing. Without limitation of that general duty, Receiver shall have the following specific duties:

a. **Records.** Receiver shall maintain a comprehensive system of office records, books and accountings concerning the expenses related to maintaining the Property and the collection of rents, issues, proceeds, profits, revenue and income as set forth in Paragraph 7 herein. Upon reasonable notice, and at all reasonable times, the parties to this action and its representatives shall have reasonable access to such records, accounts and books and to all vouchers, files and all other material

pertaining to the operation of the Property, all of which the Receiver agrees to keep safe, available and separate from any records not having to do with the operation of the Property.

b. **Legal Requirements.** Receiver shall ensure that all aspects of the Property, and its operation and management, comply with any and all laws, regulations, orders or requirements affecting the Property issued by any federal, state, county or municipal authority having jurisdiction there over, to the extent any portion of the Property is not currently in compliance with such authorities, the Receiver shall use his best efforts to bring the Property into compliance.

c. **Major Repairs and Improvements.** The Receiver may contract with any individual or entity necessary to protect, supervise, manage, operate or improve said Property in accordance with this Order.

d. **Real Estate Taxes.** Receiver shall have the authority, but not the obligation, to pay the real estate taxes on the Property from the funds available in the trust account established pursuant to Paragraph 7 herein. Receiver shall also have the authority to contest the real estate tax assessment for the Property, and to hire independent contractors or legal counsel basis for such services.

e. **No Waste.** Unless otherwise permitted by current leases, Receiver shall not suffer, cause or permit (I) any removal of any real or personal property which currently constitutes any part of the Property nor (ii) any waste of the Property or any components thereof.

9. **Inventory and Monthly Rents.** Within forty five (45) days from the date of this Order, Receiver shall file a true and complete inventory under oath of all property coming under his possession and control. Receiver is directed to file semiannual status reports commencing on July 1, 2009, and every six (6) months thereafter so long as the Property shall remain in his possession. Alternatively, in the event the Property is leased and only if the Property is leased, the Receiver is directed to prepare a monthly financial statement and status report for each month on or before the 15th day of each month commencing on the first (1st) month following the payment of any rent. The Receiver is directed to serve a copy of each report to the attorneys of record for the parties herein. The financial statement and status reports must be filed under oath.

10. **Fees.** For his services performed hereunder, the Receiver shall charge an hourly rate for him and his staff, ranging from \$35.00 to \$300.00 an hour, and shall be entitled to reimbursement of reasonable out-of-pocket expenses. The Court orders that the Receiver will have a priority in the funds and assets collected from the Property (rents, issues, proceeds, revenues, profits or income) to secure payment of his costs and fees, plus all reasonable travel costs of employees who are involved with managing the Property. The Receiver may petition the Court for the award of reasonable fees based on the foregoing rate, which petition may be on an interim basis. Applications for such compensation may be submitted by mail and granted by Order of the Court without a hearing upon ten (10) days written notice to Plaintiff and Defendants (or their counsel),

provided that no party objects to the Receiver's application for compensation during such ten (10) day period.

11. **Receiver's Certificates.** Without further Order of this Court, Receiver may borrow funds for the performance of Receiver's duties hereunder, in such increments as Plaintiff and the receiver may agree, and may issue its Certificates of Indebtedness in the form attached hereto as Exhibit "B" (hereinafter "Primary Certificates) to evidence such borrowing. The principal and interest evidenced by each such Primary Certificate shall be a first and prior lien and security interest upon the Property and upon all rents, earnings and income of said Property. The lien of each Primary Certificate shall be prior and superior to the rights, titles, and interests in the Property of all parties to this action, and all persons whose interests are governed by the Lis Pendens pursuant to Section 48.23, Fla. Stat., as well as to the lien on the mortgage and other security instruments for which foreclosure is sought in this action and the promissory notes and other obligations secured thereby (hereinafter, the "Security Documents").

12. **Counsel.** Receiver is hereby empowered to employ his own legal counsel to furnish legal advice and legal action to the Receiver for any purposes as may be necessary during the period of Receivership.

13. **Entry of Orders.** Any motion submitted to the Court by the Receiver and duly copied to all parties, including but not limited to motion(s) for the award of fees to the Receiver and Receiver's counsel shall, unless objected to in writing by any party,

within ten (10) days of the date of said motion(s), be deemed to be stipulated to and the Court may then, without further hearing, enter an Order approving said motion(s).

14. The parties hereto shall cooperate with the Receiver at all times during the course of the Receivership and shall turn over and deliver to the Receiver all property and documents to which the Receiver is given possession, custody and control by virtue of this Order.

15. The parties hereto, and their agents, servants, employees, representatives and attorneys, are hereby enjoined from interfering in any way with the Receivership and the management of the Property until further Order of this Court.

DONE AND ORDERED in Chambers, Fort Myers, Lee County, Florida, on this 6th day of February, 2009.



Michael T. McHugh
Circuit Judge

Service of the foregoing
pursuant to Rule 1.080,
Florida Rules of Civil
Procedure, the foregoing
has been served by regular
U.S. Mail this 6th day
of Feb, 2009 upon:

George H. Knott, Esq.
Dawn M. Rapoport, Esq.
Terrace IV at Riverwalk Condominium Association, Inc.

By: Lisa Paulston
Judicial Assistant to Judge McHugh

EXHIBIT "A"

Unit No. 818, Building No. 8 of Terrace IV at Riverwalk, a Condominium, according to The Declaration of Condominium recorded in Clerk's File No. 2006000211327, and all exhibits and amendments thereof, Public Records of Lee County, Florida.

IN THE CIRCUIT COURT OF THE TWENTIETH JUDICIAL CIRCUIT IN AND FOR
LEE COUNTY, FLORIDA CIVIL ACTION

TAYLOR, BEAN & WHITAKER
MORTGAGE CORP.,

Plaintiff,

vs.

CASE NO. 08-CA-16387

COPY

DEBRA JENSEN; RONALD
PAUL JENSEN, JR.;
JANE AND JOHN DOE,
OCCUPANTS; AND TERRACE
IV AT RIVERWALK CONDOMINIUM
ASSOCIATION, INC.,

Defendants.

_____ /

RECEIVER'S (FIRST) LIEN CERTIFICATE

NO. 1

FOR VALUE RECEIVED, the undersigned, R. David Isley, as the duly appointed Receiver in this action and not in his individual capacity ("Receiver"), promises to pay to the order of _____ or its successor and assigns, the sum of _____ and ___/100 Dollars (\$ _____), with interest thereon, computed daily on the principal balance outstanding hereunder, from the date hereof until paid, at the variable rate equal to two percent (2%) per annum in excess of the Prime Rate as published in the Wall Street Journal ("Index") which interest rate will be adjusted from time to time based upon the Index then in effect, which adjustments will

be effective on the date of change of the Index. The sums due on this Certificate, together with all accrued interest, shall be paid on or before the entry of an Order of Dismissal of the Complaint filed by Plaintiff or a Final Judgment in favor of Plaintiff in the above styled action, whichever shall first occur. Both principal and interest are payable in lawful money of the United States of America at the main office of the holder, or at such other place as the holder may designate.

Pursuant to the Order of the Court in this action, this certificate constitutes a lien upon all property, real, personal and mixed, of whatsoever nature or character, wherever situated, which is described in the security instruments attached to Plaintiff's Complaint heretofore filed in this action, and upon all rents, assessments, earnings, and income therefrom (all herein called the "Property"). The lien of this Certificate upon the Property is prior and superior to the rights, titles, and interests of: (a) all parties named in the captioned action; (b) the lien of the mortgages and other security instruments sought to be foreclosed herein, and the indebtedness and obligations secured thereby; (c) any judgment holders or mechanic's liens against the Property; and (d) the claims of all stockholders, partners, or creditors of the owners of the Property or of anyone claiming by, through, or under those owners; provided, however, that no Certificate of Indebtedness issued in this action shall have priority over any other Certificate of Indebtedness issued in this action, either as to principal or interest.

Without limitation of the foregoing, the indebtedness evidenced by this Certificate of Indebtedness is also secured by the lien and security interest of the mortgage and security

instruments which encumber the Property and for which foreclosure is sought by Plaintiff, Taylor, Bean & Whitaker Mortgage Corp., in this action.

This Certificate of Indebtedness is executed by the Receiver, not personally, but as Receiver aforesaid and is payable only out of the Property and in the manner provided by Order authorizing such Certificate. No personal liability shall be asserted or shall be enforceable against the Receiver hereunder.

IN WITNESS WHEREOF, the Receiver has executed this Certificate on this ____ day of _____, 2009.

R. Davie Isley
Not individually, but as Receiver

IN THE CIRCUIT COURT OF THE TWENTIETH JUDICIAL CIRCUIT IN AND FOR
LEE COUNTY, FLORIDA CIVIL ACTION

TAYLOR, BEAN & WHITAKER
MORTGAGE CORP.,

Plaintiff,

vs.

CASE NO. 08-CA-16374

DEBRA JENSEN; RONALD
PAUL JENSEN, JR.;
JANE AND JOHN DOE,
OCCUPANTS; AND TERRACE IV
AT RIVERWALK CONDOMINIUM
ASSOCIATION, INC.,

Defendants.

_____ /

ORDER GRANTING PLAINTIFF'S
MOTION FOR APPOINTMENT OF RECEIVER

THIS CAUSE, having come on to be heard upon Plaintiff's, Taylor, Bean & Whitaker Mortgage Corp., Motion for Appointment of Receiver and the Defendants, Debra Jensen and Ronald Paul Jensen, Jr., having stipulated to the appointment of a receiver, it is

ORDERED AND ADJUDGED as follows:

1. Plaintiff's Motion for Appointment of Receiver is granted.
2. Appointment. R. David Isley ("Receiver") is hereby appointed Receiver of the real and personal property (the "Property") described in Exhibit "A", attached hereto and made a part hereof.

3. **Oath.** The Receiver shall promptly file his Oath of Receiver with the Court whereby he shall undertake and agree to fully and truthfully perform his duties as Receiver in this action.

4. **Bond.** Pursuant to the terms of the mortgage in question, the Receiver shall be appointed without the necessity of a bond being posted.

5. **Possession of Property.** Receiver shall immediately take control and possession of the Property and shall retain control and possession of the Property until further order of this Court. Any management company or representative of Defendants currently in possession of the Property shall immediately relinquish possession of the Property to the Receiver. Any such management company or other representative of Defendants shall deliver to the Receiver all keys to the Property; all tenant security deposits, (which will be held in an interest bearing account); copies of all existing written leases; and copies of all accounting sheets and records regarding the operation and maintenance of the Property.

6. **Delivery of Leases.** Each tenant now occupying the Property shall immediately deliver to the Receiver a complete copy of any existing written lease.

7. **Rental of Property and Collection of Rental Income.** Receiver shall collect all rents, issues, proceeds, profits, revenue and income from the Property and deposit said income into an interest bearing trust account which account shall be maintained at a bank or savings and loan association whose deposits are insured by the FDIC. Receiver shall have the authority to withdraw funds from said trust account for the sole purposes of

managing, preserving, protecting and maintaining the Property and insurance thereon. Upon the entry of a Final Judgment in this cause, the Court shall make a further order regarding the distribution of the funds in said trust account. Receiver shall have the authority to initiate eviction actions against any tenant in violation of its lease agreement, and shall be empowered to employ legal counsel at a reasonable fee for the purposes of maintaining any necessary eviction actions. Receiver shall have the power to enter into leases, permits, certificates, sales, contracts, agreements, occupancy agreements, or other customary arrangements for operating the Property in the same manner as would an owner. Notwithstanding the foregoing, the Receiver shall not be obligated to rent the Property during the term of his Receivership.

8. **Specific Duties of Receiver.** Receiver shall use his best efforts to manage, preserve, protect, and maintain the Property in a reasonable, prudent, diligent and efficient manner, and may engage such employees, agents, and contractors as are necessary or appropriate to accomplish the foregoing. Without limitation of that general duty, Receiver shall have the following specific duties:

a. **Records.** Receiver shall maintain a comprehensive system of office records, books and accountings concerning the expenses related to maintaining the Property and the collection of rents, issues, proceeds, profits, revenue and income as set forth in Paragraph 7 herein. Upon reasonable notice, and at all reasonable times, the parties to this action and its representatives shall have reasonable access to such records, accounts and books and to all vouchers, files and all other material

pertaining to the operation of the Property, all of which the Receiver agrees to keep safe, available and separate from any records not having to do with the operation of the Property.

b. **Legal Requirements.** Receiver shall ensure that all aspects of the Property, and its operation and management, comply with any and all laws, regulations, orders or requirements affecting the Property issued by any federal, state, county or municipal authority having jurisdiction there over, to the extent any portion of the Property is not currently in compliance with such authorities, the Receiver shall use his best efforts to bring the Property into compliance.

c. **Major Repairs and Improvements.** The Receiver may contract with any individual or entity necessary to protect, supervise, manage, operate or improve said Property in accordance with this Order.

d. **Real Estate Taxes.** Receiver shall have the authority, but not the obligation, to pay the real estate taxes on the Property from the funds available in the trust account established pursuant to Paragraph 7 herein. Receiver shall also have the authority to contest the real estate tax assessment for the Property, and to hire independent contractors or legal counsel basis for such services.

e. **No Waste.** Unless otherwise permitted by current leases, Receiver shall not suffer, cause or permit (I) any removal of any real or personal property which currently constitutes any part of the Property nor (ii) any waste of the Property or any components thereof.

9. **Inventory and Monthly Rents.** Within forty five (45) days from the date of this Order, Receiver shall file a true and complete inventory under oath of all property coming under his possession and control. Receiver is directed to file semiannual status reports commencing on July 1, 2009, and every six (6) months thereafter so long as the Property shall remain in his possession. Alternatively, in the event the Property is leased and only if the Property is leased, the Receiver is directed to prepare a monthly financial statement and status report for each month on or before the 15th day of each month commencing on the first (1st) month following the payment of any rent. The Receiver is directed to serve a copy of each report to the attorneys of record for the parties herein. The financial statement and status reports must be filed under oath.

10. **Fees.** For his services performed hereunder, the Receiver shall charge an hourly rate for him and his staff, ranging from \$35.00 to \$300.00 an hour, and shall be entitled to reimbursement of reasonable out-of-pocket expenses. The Court orders that the Receiver will have a priority in the funds and assets collected from the Property (rents, issues, proceeds, revenues, profits or income) to secure payment of his costs and fees, plus all reasonable travel costs of employees who are involved with managing the Property. The Receiver may petition the Court for the award of reasonable fees based on the foregoing rate, which petition may be on an interim basis. Applications for such compensation may be submitted by mail and granted by Order of the Court without a hearing upon ten (10) days written notice to Plaintiff and Defendants (or their counsel),

provided that no party objects to the Receiver's application for compensation during such ten (10) day period.

11. **Receiver's Certificates.** Without further Order of this Court, Receiver may borrow funds for the performance of Receiver's duties hereunder, in such increments as Plaintiff and the receiver may agree, and may issue its Certificates of Indebtedness in the form attached hereto as Exhibit "B" (hereinafter "Primary Certificates) to evidence such borrowing. The principal and interest evidenced by each such Primary Certificate shall be a first and prior lien and security interest upon the Property and upon all rents, earnings and income of said Property. The lien of each Primary Certificate shall be prior and superior to the rights, titles, and interests in the Property of all parties to this action, and all persons whose interests are governed by the Lis Pendens pursuant to Section 48.23, Fla. Stat., as well as to the lien on the mortgage and other security instruments for which foreclosure is sought in this action and the promissory notes and other obligations secured thereby (hereinafter, the "Security Documents").

12. **Counsel.** Receiver is hereby empowered to employ his own legal counsel to furnish legal advice and legal action to the Receiver for any purposes as may be necessary during the period of Receivership.

13. **Entry of Orders.** Any motion submitted to the Court by the Receiver and duly copied to all parties, including but not limited to motion(s) for the award of fees to the Receiver and Receiver's counsel shall, unless objected to in writing by any party,

within ten (10) days of the date of said motion(s), be deemed to be stipulated to and the Court may then, without further hearing, enter an Order approving said motion(s).

14. The parties hereto shall cooperate with the Receiver at all times during the course of the Receivership and shall turn over and deliver to the Receiver all property and documents to which the Receiver is given possession, custody and control by virtue of this Order.

15. The parties hereto, and their agents, servants, employees, representatives and attorneys, are hereby enjoined from interfering in any way with the Receivership and the management of the Property until further Order of this Court.

DONE AND ORDERED in Chambers, Fort Myers, Lee County, Florida, on this 6th day of February, 2009.



Michael T. McHugh
Circuit Judge

Service of the foregoing
pursuant to Rule 1.080,
Florida Rules of Civil
Procedure, the foregoing
has been served by regular
U.S. Mail this 6th day
of Feb, 2009 upon:

George H. Knott, Esq.
Dawn M. Rapoport, Esq.
Terrace IV at Riverwalk Condominium Association, Inc.

By: Lisa Poulton
Judicial Assistant to Judge McHugh

EXHIBIT "A"

Unit No. 821, Building No. 8 of Terrace IV at Riverwalk, a Condominium, according to The Declaration of Condominium recorded in Instrument No. 2006000211327, and all exhibits and amendments thereof, Public Records of Lee County, Florida.

IN THE CIRCUIT COURT OF THE TWENTIETH JUDICIAL CIRCUIT IN AND FOR
LEE COUNTY, FLORIDA CIVIL ACTION

TAYLOR, BEAN & WHITAKER
MORTGAGE CORP.,

Plaintiff,

vs.

CASE NO. 08-CA-16374

DEBRA JENSEN; RONALD
PAUL JENSEN, JR.;
JANE AND JOHN DOE,
OCCUPANTS; AND TERRACE IV
AT RIVERWALK CONDOMINIUM
ASSOCIATION, INC.,

Defendants.

_____ /

COPY

RECEIVER'S (FIRST) LIEN CERTIFICATE

NO. 1

FOR VALUE RECEIVED, the undersigned, R. David Isley, as the duly appointed Receiver in this action and not in his individual capacity ("Receiver"), promises to pay to the order of _____ or its successor and assigns, the sum of _____ and ____/100 Dollars (\$ _____), with interest thereon, computed daily on the principal balance outstanding hereunder, from the date hereof until paid, at the variable rate equal to two percent (2%) per annum in excess of the Prime Rate as published in the Wall Street Journal ("Index") which interest rate will be adjusted from time to time based upon the Index then in effect, which adjustments will

be effective on the date of change of the Index. The sums due on this Certificate, together with all accrued interest, shall be paid on or before the entry of an Order of Dismissal of the Complaint filed by Plaintiff or a Final Judgment in favor of Plaintiff in the above styled action, whichever shall first occur. Both principal and interest are payable in lawful money of the United States of America at the main office of the holder, or at such other place as the holder may designate.

Pursuant to the Order of the Court in this action, this certificate constitutes a lien upon all property, real, personal and mixed, of whatsoever nature or character, wherever situated, which is described in the security instruments attached to Plaintiff's Complaint heretofore filed in this action, and upon all rents, assessments, earnings, and income therefrom (all herein called the "Property"). The lien of this Certificate upon the Property is prior and superior to the rights, titles, and interests of: (a) all parties named in the captioned action; (b) the lien of the mortgages and other security instruments sought to be foreclosed herein, and the indebtedness and obligations secured thereby; (c) any judgment holders or mechanic's liens against the Property; and (d) the claims of all stockholders, partners, or creditors of the owners of the Property or of anyone claiming by, through, or under those owners; provided, however, that no Certificate of Indebtedness issued in this action shall have priority over any other Certificate of Indebtedness issued in this action, either as to principal or interest.

Without limitation of the foregoing, the indebtedness evidenced by this Certificate of Indebtedness is also secured by the lien and security interest of the mortgage and security

instruments which encumber the Property and for which foreclosure is sought by Plaintiff, Taylor, Bean & Whitaker Mortgage Corp., in this action.

This Certificate of Indebtedness is executed by the Receiver, not personally, but as Receiver aforesaid and is payable only out of the Property and in the manner provided by Order authorizing such Certificate. No personal liability shall be asserted or shall be enforceable against the Receiver hereunder.

IN WITNESS WHEREOF, the Receiver has executed this Certificate on this ____ day of _____, 2009.

R. Davie Isley
Not individually, but as Receiver

IN THE CIRCUIT COURT OF THE TWENTIETH JUDICIAL CIRCUIT IN AND FOR
LEE COUNTY, FLORIDA CIVIL ACTION

TAYLOR, BEAN & WHITAKER
MORTGAGE CORP.,

Plaintiff,

vs.

CASE NO. 08-CA-16407

DEBRA JENSEN; RONALD
PAUL JENSEN, JR.;
JANE AND JOHN DOE,
OCCUPANTS; AND TERRACE IV
AT RIVERWALK CONDOMINIUM
ASSOCIATION, INC.,

Defendants.

ORDER GRANTING PLAINTIFF'S
MOTION FOR APPOINTMENT OF RECEIVER

THIS CAUSE, having come on to be heard upon Plaintiff's, Taylor, Bean & Whitaker Mortgage Corp., Motion for Appointment of Receiver and the Defendants, Debra Jensen and Ronald Paul Jensen, Jr., having stipulated to the appointment of a receiver, it is

ORDERED AND ADJUDGED as follows:

1. Plaintiff's Motion for Appointment of Receiver is granted.
2. **Appointment.** R. David Isley ("Receiver") is hereby appointed Receiver of the real and personal property (the "Property") described in Exhibit "A", attached hereto and made a part hereof.

3. **Oath.** The Receiver shall promptly file his Oath of Receiver with the Court whereby he shall undertake and agree to fully and truthfully perform his duties as Receiver in this action.

4. **Bond.** Pursuant to the terms of the mortgage in question, the Receiver shall be appointed without the necessity of a bond being posted.

5. **Possession of Property.** Receiver shall immediately take control and possession of the Property and shall retain control and possession of the Property until further order of this Court. Any management company or representative of Defendants currently in possession of the Property shall immediately relinquish possession of the Property to the Receiver. Any such management company or other representative of Defendants shall deliver to the Receiver all keys to the Property; all tenant security deposits, (which will be held in an interest bearing account); copies of all existing written leases; and copies of all accounting sheets and records regarding the operation and maintenance of the Property.

6. **Delivery of Leases.** Each tenant now occupying the Property shall immediately deliver to the Receiver a complete copy of any existing written lease.

7. **Rental of Property and Collection of Rental Income.** Receiver shall collect all rents, issues, proceeds, profits, revenue and income from the Property and deposit said income into an interest bearing trust account which account shall be maintained at a bank or savings and loan association whose deposits are insured by the FDIC. Receiver shall have the authority to withdraw funds from said trust account for the sole purposes of

managing, preserving, protecting and maintaining the Property and insurance thereon. Upon the entry of a Final Judgment in this cause, the Court shall make a further order regarding the distribution of the funds in said trust account. Receiver shall have the authority to initiate eviction actions against any tenant in violation of its lease agreement, and shall be empowered to employ legal counsel at a reasonable fee for the purposes of maintaining any necessary eviction actions. Receiver shall have the power to enter into leases, permits, certificates, sales, contracts, agreements, occupancy agreements, or other customary arrangements for operating the Property in the same manner as would an owner. Notwithstanding the foregoing, the Receiver shall not be obligated to rent the Property during the term of his Receivership.

8. **Specific Duties of Receiver.** Receiver shall use his best efforts to manage, preserve, protect, and maintain the Property in a reasonable, prudent, diligent and efficient manner, and may engage such employees, agents, and contractors as are necessary or appropriate to accomplish the foregoing. Without limitation of that general duty, Receiver shall have the following specific duties:

a. **Records.** Receiver shall maintain a comprehensive system of office records, books and accountings concerning the expenses related to maintaining the Property and the collection of rents, issues, proceeds, profits, revenue and income as set forth in Paragraph 7 herein. Upon reasonable notice, and at all reasonable times, the parties to this action and its representatives shall have reasonable access to such records, accounts and books and to all vouchers, files and all other material

pertaining to the operation of the Property, all of which the Receiver agrees to keep safe, available and separate from any records not having to do with the operation of the Property.

b. **Legal Requirements.** Receiver shall ensure that all aspects of the Property, and its operation and management, comply with any and all laws, regulations, orders or requirements affecting the Property issued by any federal, state, county or municipal authority having jurisdiction there over, to the extent any portion of the Property is not currently in compliance with such authorities, the Receiver shall use his best efforts to bring the Property into compliance.

c. **Major Repairs and Improvements.** The Receiver may contract with any individual or entity necessary to protect, supervise, manage, operate or improve said Property in accordance with this Order.

d. **Real Estate Taxes.** Receiver shall have the authority, but not the obligation, to pay the real estate taxes on the Property from the funds available in the trust account established pursuant to Paragraph 7 herein. Receiver shall also have the authority to contest the real estate tax assessment for the Property, and to hire independent contractors or legal counsel basis for such services.

e. **No Waste.** Unless otherwise permitted by current leases, Receiver shall not suffer, cause or permit (I) any removal of any real or personal property which currently constitutes any part of the Property nor (ii) any waste of the Property or any components thereof.

9. **Inventory and Monthly Rents.** Within forty five (45) days from the date of this Order, Receiver shall file a true and complete inventory under oath of all property coming under his possession and control. Receiver is directed to file semiannual status reports commencing on July 1, 2009, and every six (6) months thereafter so long as the Property shall remain in his possession. Alternatively, in the event the Property is leased and only if the Property is leased, the Receiver is directed to prepare a monthly financial statement and status report for each month on or before the 15th day of each month commencing on the first (1st) month following the payment of any rent. The Receiver is directed to serve a copy of each report to the attorneys of record for the parties herein. The financial statement and status reports must be filed under oath.

10. **Fees.** For his services performed hereunder, the Receiver shall charge an hourly rate for him and his staff, ranging from \$35.00 to \$300.00 an hour, and shall be entitled to reimbursement of reasonable out-of-pocket expenses. The Court orders that the Receiver will have a priority in the funds and assets collected from the Property (rents, issues, proceeds, revenues, profits or income) to secure payment of his costs and fees, plus all reasonable travel costs of employees who are involved with managing the Property. The Receiver may petition the Court for the award of reasonable fees based on the foregoing rate, which petition may be on an interim basis. Applications for such compensation may be submitted by mail and granted by Order of the Court without a hearing upon ten (10) days written notice to Plaintiff and Defendants (or their counsel),

provided that no party objects to the Receiver's application for compensation during such ten (10) day period.

11. **Receiver's Certificates.** Without further Order of this Court, Receiver may borrow funds for the performance of Receiver's duties hereunder, in such increments as Plaintiff and the receiver may agree, and may issue its Certificates of Indebtedness in the form attached hereto as Exhibit "B" (hereinafter "Primary Certificates) to evidence such borrowing. The principal and interest evidenced by each such Primary Certificate shall be a first and prior lien and security interest upon the Property and upon all rents, earnings and income of said Property. The lien of each Primary Certificate shall be prior and superior to the rights, titles, and interests in the Property of all parties to this action, and all persons whose interests are governed by the Lis Pendens pursuant to Section 48.23, Fla. Stat., as well as to the lien on the mortgage and other security instruments for which foreclosure is sought in this action and the promissory notes and other obligations secured thereby (hereinafter, the "Security Documents").

12. **Counsel.** Receiver is hereby empowered to employ his own legal counsel to furnish legal advice and legal action to the Receiver for any purposes as may be necessary during the period of Receivership.

13. **Entry of Orders.** Any motion submitted to the Court by the Receiver and duly copied to all parties, including but not limited to motion(s) for the award of fees to the Receiver and Receiver's counsel shall, unless objected to in writing by any party,

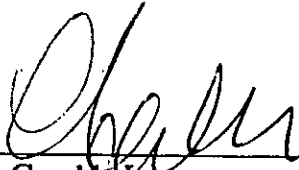
within ten (10) days of the date of said motion(s), be deemed to be stipulated to and the Court may then, without further hearing, enter an Order approving said motion(s).

14. The parties hereto shall cooperate with the Receiver at all times during the course of the Receivership and shall turn over and deliver to the Receiver all property and documents to which the Receiver is given possession, custody and control by virtue of this Order.

15. The parties hereto, and their agents, servants, employees, representatives and attorneys, are hereby enjoined from interfering in any way with the Receivership and the management of the Property until further Order of this Court.

DONE AND ORDERED in Chambers, Fort Myers, Lee County, Florida, on this

11th day of Feb, 2009.



Lynn Gerald, Jr.
Circuit Judge

Service of the foregoing
pursuant to Rule 1.080,
Florida Rules of Civil
Procedure, the foregoing
has been served by regular
U.S. Mail this 18 day
of Feb, 2009 upon:

George H. Knott, Esq.
Dawn M. Rapoport, Esq.
Terrace IV at Riverwalk Condominium Association, Inc.

By: 

Judicial Assistant to Judge Gerald

EXHIBIT "A"

Unit No. 822, Building No. 8 of Terrace IV at Riverwalk, a Condominium, according to The Declaration of Condominium recorded in Clerk's File Instrument No. 2006000211327, and all exhibits and amendments thereof, Public Records of Lee County, Florida.

IN THE CIRCUIT COURT OF THE TWENTIETH JUDICIAL CIRCUIT IN AND FOR
LEE COUNTY, FLORIDA CIVIL ACTION

TAYLOR, BEAN & WHITAKER
MORTGAGE CORP.,

Plaintiff,

vs.

CASE NO. 08-CA-16407

DEBRA JENSEN; RONALD
PAUL JENSEN, JR.;
JANE AND JOHN DOE,
OCCUPANTS; AND TERRACE IV
AT RIVERWALK CONDOMINIUM
ASSOCIATION, INC.,

COPY

Defendants.

RECEIVER'S (FIRST) LIEN CERTIFICATE

NO. 1

FOR VALUE RECEIVED, the undersigned, R. David Isley, as the duly appointed Receiver in this action and not in his individual capacity ("Receiver"), promises to pay to the order of _____ or its successor and assigns, the sum of _____ and ___/100 Dollars (\$ _____), with interest thereon, computed daily on the principal balance outstanding hereunder, from the date hereof until paid, at the variable rate equal to two percent (2%) per annum in excess of the Prime Rate as published in the Wall Street Journal ("Index") which interest rate will be adjusted from time to time based upon the Index then in effect, which adjustments will be effective on the date of change of the Index. The sums due on this Certificate,

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EXHIBIT "B"

together with all accrued interest, shall be paid on or before the entry of an Order of Dismissal of the Complaint filed by Plaintiff or a Final Judgment in favor of Plaintiff in the above styled action, whichever shall first occur. Both principal and interest are payable in lawful money of the United States of America at the main office of the holder, or at such other place as the holder may designate.

Pursuant to the Order of the Court in this action, this certificate constitutes a lien upon all property, real, personal and mixed, of whatsoever nature or character, wherever situated, which is described in the security instruments attached to Plaintiff's Complaint heretofore filed in this action, and upon all rents, assessments, earnings, and income therefrom (all herein called the "Property"). The lien of this Certificate upon the Property is prior and superior to the rights, titles, and interests of: (a) all parties named in the captioned action; (b) the lien of the mortgages and other security instruments sought to be foreclosed herein, and the indebtedness and obligations secured thereby; (c) any judgment holders or mechanic's liens against the Property; and (d) the claims of all stockholders, partners, or creditors of the owners of the Property or of anyone claiming by, through, or under those owners; provided, however, that no Certificate of Indebtedness issued in this action shall have priority over any other Certificate of Indebtedness issued in this action, either as to principal or interest.

Without limitation of the foregoing, the indebtedness evidenced by this Certificate of Indebtedness is also secured by the lien and security interest of the mortgage and security

instruments which encumber the Property and for which foreclosure is sought by Plaintiff, Taylor, Bean & Whitaker Mortgage Corp., in this action.

This Certificate of Indebtedness is executed by the Receiver, not personally, but as Receiver aforesaid and is payable only out of the Property and in the manner provided by Order authorizing such Certificate. No personal liability shall be asserted or shall be enforceable against the Receiver hereunder.

IN WITNESS WHEREOF, the Receiver has executed this Certificate on this ____ day of _____, 2009.

R. Davie Isley
Not individually, but as Receiver

IN THE CIRCUIT COURT OF THE TWENTIETH JUDICIAL CIRCUIT IN AND FOR
LEE COUNTY, FLORIDA CIVIL ACTION

TAYLOR, BEAN & WHITAKER
MORTGAGE CORP.,

Plaintiff,

vs.

CASE NO. 08-CA-16248

CLAUDE BRAME; UNKNOWN
SPOUSE OF CLAUDE BRAME;
JANE AND JOHN DOE,
OCCUPANTS; AND TERRACE IV
AT RIVERWALK CONDOMINIUM
ASSOCIATION, INC.,

Defendants.

_____ /

ORDER GRANTING PLAINTIFF'S
MOTION FOR APPOINTMENT OF RECEIVER

THIS CAUSE, having come on to be heard upon Plaintiff's, Taylor, Bean & Whitaker Mortgage Corp., Motion for Appointment of Receiver and the Court having considered the same and there being no opposition to the motion, it is

ORDERED AND ADJUDGED as follows:

1. Plaintiff's Motion for Appointment of Receiver is granted.
2. Appointment. R. David Isley ("Receiver") is hereby appointed Receiver of the real and personal property (the "Property") described in Exhibit "A", attached hereto and made a part hereof.

3. **Oath.** The Receiver shall promptly file his Oath of Receiver with the Court whereby he shall undertake and agree to fully and truthfully perform his duties as Receiver in this action.

4. **Possession of Property.** Receiver shall immediately take control and possession of the Property and shall retain control and possession of the Property until further order of this Court. Any management company or representative of Defendant currently in possession of the Property shall immediately relinquish possession of the Property to the Receiver. Any such management company or other representative of Defendant shall deliver to the Receiver all keys to the Property; all tenant security deposits, (which will be held in an interest bearing account); copies of all existing written leases; and copies of all accounting sheets and records regarding the operation and maintenance of the Property.

5. **Delivery of Leases.** Each tenant now occupying the Property shall immediately deliver to the Receiver a complete copy of any existing written lease.

6. **Rental of Property and Collection of Rental Income.** Receiver shall collect all rents, issues, proceeds, profits, revenue and income from the Property and deposit said income into an interest bearing trust account which account shall be maintained at a bank or savings and loan association whose deposits are insured by the FDIC. Receiver shall have the authority to withdraw funds from said trust account for the sole purposes of managing, preserving, protecting and maintaining the Property and insurance thereon. Upon the entry of a Final Judgment in this cause, the Court shall make a further order regarding the distribution of the funds in said trust account.

Receiver shall have the authority to initiate eviction actions against any tenant in violation of its lease agreement, and shall be empowered to employ legal counsel at a reasonable fee for the purposes of maintaining any necessary eviction actions. Receiver shall have the power to enter into leases, permits, certificates, sales, contracts, agreements, occupancy agreements, or other customary arrangements for operating the Property in the same manner as would an owner. Notwithstanding the foregoing, the Receiver shall not be obligated to rent the Property during the term of his Receivership.

7. **Specific Duties of Receiver.** Receiver shall use his best efforts to manage, preserve, protect, and maintain the Property in a reasonable, prudent, diligent and efficient manner, and may engage such employees, agents, and contractors as are necessary or appropriate to accomplish the foregoing. Without limitation of that general duty, Receiver shall have the following specific duties:

a. **Records.** Receiver shall maintain a comprehensive system of office records, books and accountings concerning the expenses related to maintaining the Property and the collection of rents, issues, proceeds, profits, revenue and income as set forth in Paragraph 7 herein. Upon reasonable notice, and at all reasonable times, the parties to this action and its representatives shall have reasonable access to such records, accounts and books and to all vouchers, files and all other material pertaining to the operation of the Property, all of which the Receiver agrees to keep safe, available and separate from any records not having to do with the operation of the Property.

b. **Legal Requirements.** Receiver shall ensure that all aspects of the Property, and its operation and management, comply with any and all laws, regulations, orders or requirements affecting the Property issued by any federal, state, county or municipal authority having jurisdiction there over, to the extent any portion of the Property is not currently in compliance with such authorities, the Receiver shall use his best efforts to bring the Property into compliance.

c. **Major Repairs and Improvements.** The Receiver may contract with any individual or entity necessary to protect, supervise, manage, operate or improve said Property in accordance with this Order.

d. **Real Estate Taxes.** Receiver shall have the authority, but not the obligation, to pay the real estate taxes on the Property from the funds available in the trust account established pursuant to Paragraph 7 herein. Receiver shall also have the authority to contest the real estate tax assessment for the Property, and to hire independent contractors or legal counsel basis for such services.

e. **No Waste.** Unless otherwise permitted by current leases, Receiver shall not suffer, cause or permit (I) any removal of any real or personal property which currently constitutes any part of the Property nor (ii) any waste of the Property or any components thereof.

8. **Inventory and Monthly Rents.** Within forty five (45) days from the date of this Order, Receiver shall file a true and complete inventory under oath of all property coming under his possession and control. Receiver is directed to file semiannual status reports commencing on July 1, 2009, and every six (6) months thereafter as the

Property shall remain in his possession. Alternatively, in the event the Property is leased and only if the Property is leased, the Receiver is directed to prepare a monthly financial statement and status report for each month on or before the 15th day of each month commencing on the first (1st) month following the payment of any rent. The Receiver is directed to serve a copy of each report to the attorneys of record for the parties herein. The financial statement and status reports must be filed under oath.

9. Fees. For his services performed hereunder, the Receiver shall charge an hourly rate for him and his staff, ranging from \$35.00 to \$300.00 an hour, and shall be entitled to reimbursement of reasonable out-of-pocket expenses. The Court orders that the Receiver will have a priority in the funds and assets collected from the Property (rents, issues, proceeds, revenues, profits or income) to secure payment of his costs and fees, plus all reasonable travel costs of employees who are involved with managing the Property. The Receiver may petition the Court for the award of reasonable fees based on the foregoing rate, which petition may be on an interim basis. Applications for such compensation may be submitted by mail and granted by Order of the Court without a hearing upon ten (10) days written notice to Plaintiff and Defendants (or their counsel), provided that no party objects to the Receiver's application for compensation during such ten (10) day period.

10. Receiver's Certificates. Without further Order of this Court, Receiver may borrow funds for the performance of Receiver's duties hereunder, in such increments as Plaintiff and the receiver may agree, and may issue its Certificates of Indebtedness in the form attached hereto as Exhibit "B" (hereinafter "Primary Certificates") to evidence such

borrowing. The principal and interest evidenced by each such Primary Certificate shall be a first and prior lien and security interest upon the Property and upon all rents, earnings and income of said Property. The lien of each Primary Certificate shall be prior and superior to the rights, titles, and interests in the Property of all parties to this action, and all persons whose interests are governed by the Lis Pendens pursuant to Section 48.23, Fla. Stat., as well as to the lien on the mortgage and other security instruments for which foreclosure is sought in this action and the promissory notes and other obligations secured thereby (hereinafter, the "Security Documents").

11. Counsel. Receiver is hereby empowered to employ his own legal counsel to furnish legal advice and legal action to the Receiver for any purposes as may be necessary during the period of Receivership.

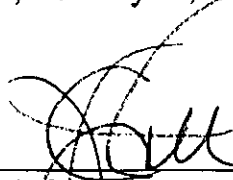
12. Entry of Orders. Any motion submitted to the Court by the Receiver and duly copied to all parties, including but not limited to motion(s) for the award of fees to the Receiver and Receiver's counsel shall, unless objected to in writing by any party, within ten (10) days of the date of said motion(s), be deemed to be stipulated to and the Court may then, without further hearing, enter an Order approving said motion(s).

13. The parties hereto shall cooperate with the Receiver at all times during the course of the Receivership and shall turn over and deliver to the Receiver all property and documents to which the Receiver is given possession, custody and control by virtue of this Order.

14. The parties hereto, and their agents, servants, employees, representatives and attorneys, are hereby enjoined from interfering in any way with the Receivership and the management of the Property until further Order of this Court.

DONE AND ORDERED in Chambers, Fort Myers, Lee County, Florida, on this

2ND day of March, 2009.



Joseph C. Fuller
Circuit Judge

Service of the foregoing
pursuant to Rule 1.080,
Florida Rules of Civil
Procedure, the foregoing
has been served by regular
U.S. Mail this 2 day
of March, 2009 upon:

George H. Knott, Esq.
Claude Brame
Unknown Spouse of Claude Brame
Terrace IV at Riverwalk Condominium Association, Inc.

By: 

Judicial Assistant to Judge Fuller

EXHIBIT "A"

Unit No. 823, Building No. 8 of Terrace IV at Riverwalk, a Condominium, according to The Declaration of Condominium recorded in Instrument No. 2006000211327, and all exhibits and amendments thereof, Public Records of Lee County, Florida.

IN THE CIRCUIT COURT OF THE TWENTIETH JUDICIAL CIRCUIT IN AND FOR
LEE COUNTY, FLORIDA CIVIL ACTION

TAYLOR, BEAN & WHITAKER
MORTGAGE CORP.,

Plaintiff,

vs.

CASE NO. 08-CA-16248

CLAUDE BRAME; UNKNOWN
SPOUSE OF CLAUDE BRAME;
JANE AND JOHN DOE,
OCCUPANTS; AND TERRACE IV
AT RIVERWALK CONDOMINIUM
ASSOCIATION, INC.,

Defendants.

_____ /

RECEIVER'S (FIRST) LIEN CERTIFICATE

NO. 1

FOR VALUE RECEIVED, the undersigned, R. David Isley, as the duly appointed Receiver in this action and not in his individual capacity ("Receiver"), promises to pay to the order of _____ or its successor and assigns, the sum of _____ and ___/100 Dollars (\$ _____), with interest thereon, computed daily on the principal balance outstanding hereunder, from the date hereof until paid, at the variable rate equal to two percent (2%) per annum in excess of the Prime Rate as published in the Wall Street Journal ("Index") which interest rate will be adjusted from time to time based upon the Index then in effect, which adjustments will be effective on the date of change of the Index. The sums due on this Certificate,

EXHIBIT "B"

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together with all accrued interest, shall be paid on or before the entry of an Order of Dismissal of the Complaint filed by Plaintiff or a Final Judgment in favor of Plaintiff in the above styled action, whichever shall first occur. Both principal and interest are payable in lawful money of the United States of America at the main office of the holder, or at such other place as the holder may designate.

Pursuant to the Order of the Court in this action, this certificate constitutes a lien upon all property, real, personal and mixed, of whatsoever nature or character, wherever situated, which is described in the security instruments attached to Plaintiff's Complaint heretofore filed in this action, and upon all rents, assessments, earnings, and income therefrom (all herein called the "Property"). The lien of this Certificate upon the Property is prior and superior to the rights, titles, and interests of: (a) all parties named in the captioned action; (b) the lien of the mortgages and other security instruments sought to be foreclosed herein, and the indebtedness and obligations secured thereby; (c) any judgment holders or mechanic's liens against the Property; and (d) the claims of all stockholders, partners, or creditors of the owners of the Property or of anyone claiming by, through, or under those owners; provided, however, that no Certificate of Indebtedness issued in this action shall have priority over any other Certificate of Indebtedness issued in this action, either as to principal or interest.

Without limitation of the foregoing, the indebtedness evidenced by this Certificate of Indebtedness is also secured by the lien and security interest of the mortgage and security instruments which encumber the Property and for which foreclosure is sought by Plaintiff, Taylor, Bean & Whitaker Mortgage Corp., in this action.

This Certificate of Indebtedness is executed by the Receiver, not personally, but as Receiver aforesaid and is payable only out of the Property and in the manner provided by Order authorizing such Certificate. No personal liability shall be asserted or shall be enforceable against the Receiver hereunder.

IN WITNESS WHEREOF, the Receiver has executed this Certificate on this ____ day of _____, 2009.

R. David Isley
Not individually, but as Receiver

IN THE CIRCUIT COURT OF THE TWENTIETH JUDICIAL CIRCUIT IN AND FOR
LEE COUNTY, FLORIDA CIVIL ACTION

TAYLOR, BEAN & WHITAKER
MORTGAGE CORP.,

Plaintiff,

vs.

CASE NO. 08-CA-16391

DEBRA JENSEN; RONALD
PAUL JENSEN, JR.;
JANE AND JOHN DOE,
OCCUPANTS; AND TERRACE IV
AT RIVERWALK CONDOMINIUM
ASSOCIATION, INC.,

Defendants.

ORDER GRANTING PLAINTIFF'S
MOTION FOR THE APPOINTMENT OF A RECEIVER

THIS CAUSE, having come on to be heard upon Plaintiff's, Taylor, Bean & Whitaker Mortgage Corp., Motion For the Appointment of a Receiver and the Defendants, Debra Jensen and Ronald Paul Jensen, Jr., having stipulated to the appointment of a receiver, it is

ORDERED AND ADJUDGED as follows:

1. Plaintiff's Motion for the Appointment of a Receiver is granted.
2. Appointment. R. David Isley ("Receiver") is hereby appointed Receiver of the real and personal property (the "Property") described in Exhibit "A", attached hereto and made a part hereof.

3. **Oath.** The Receiver shall promptly file his Oath of Receiver with the Court whereby he shall undertake and agree to fully and truthfully perform his duties as Receiver in this action.

4. **Bond.** Pursuant to the terms of the mortgage in question, the Receiver shall be appointed without the necessity of a bond being posted.

5. **Possession of Property.** Receiver shall immediately take control and possession of the Property and shall retain control and possession of the Property until further order of this Court. Any management company or representative of Defendant currently in possession of the Property shall immediately relinquish possession of the Property to the Receiver. Any such management company or other representative of Defendant shall deliver to the Receiver all keys to the Property; all tenant security deposits, (which will be held in an interest bearing account); copies of all existing written leases; and copies of all accounting sheets and records regarding the operation and maintenance of the Property.

6. **Delivery of Leases.** Each tenant now occupying the Property shall immediately deliver to the Receiver a complete copy of any existing written lease.

7. **Rental of Property and Collection of Rental Income.** Receiver shall collect all rents, issues, proceeds, profits, revenue and income from the Property and deposit said income into an interest bearing trust account which account shall be maintained at a bank or savings and loan association whose deposits are insured by the

FDIC. Receiver shall have the authority to withdraw funds from said trust account for the sole purposes of managing, preserving, protecting and maintaining the Property and insurance thereon. Upon the entry of a Final Judgment in this cause, the Court shall make a further order regarding the distribution of the funds in said trust account. Receiver shall have the authority to initiate eviction actions against any tenant in violation of its lease agreement, and shall be empowered to employ legal counsel at a reasonable fee for the purposes of maintaining any necessary eviction actions. Receiver shall have the power to enter into leases, permits, certificates, sales, contracts, agreements, occupancy agreements, or other customary arrangements for operating the Property in the same manner as would an owner. Notwithstanding the foregoing, the Receiver shall not be obligated to rent the Property during the term of his Receivership.

8. **Specific Duties of Receiver.** Receiver shall use his best efforts to manage, preserve, protect, and maintain the Property in a reasonable, prudent, diligent and efficient manner, and may engage such employees, agents, and contractors as are necessary or appropriate to accomplish the foregoing. Without limitation of that general duty, Receiver shall have the following specific duties:

a. **Records.** Receiver shall maintain a comprehensive system of office records, books and accountings concerning the expenses related to maintaining the Property and the collection of rents, issues, proceeds, profits, revenue and income as set forth in Paragraph 7 herein. Upon reasonable notice, and at all reasonable

times, the parties to this action and its representatives shall have reasonable access to such records, accounts and books and to all vouchers, files and all other material pertaining to the operation of the Property, all of which the Receiver agrees to keep safe, available and separate from any records not having to do with the operation of the Property.

b. **Legal Requirements.** Receiver shall ensure that all aspects of the Property, and its operation and management, comply with any and all laws, regulations, orders or requirements affecting the Property issued by any federal, state, county or municipal authority having jurisdiction there over, to the extent any portion of the Property is not currently in compliance with such authorities, the Receiver shall use his best efforts to bring the Property into compliance.

c. **Major Repairs and Improvements.** The Receiver may contract with any individual or entity necessary to protect, supervise, manage, operate or improve said Property in accordance with this Order.

d. **Real Estate Taxes.** Receiver shall have the authority, but not the obligation, to pay the real estate taxes on the Property from the funds available in the trust account established pursuant to Paragraph 7 herein. Receiver shall also have the authority to contest the real estate tax assessment for the Property, and to hire independent contractors or legal counsel basis for such services.

e. No Waste. Unless otherwise permitted by current leases, Receiver shall not suffer, cause or permit (i) any removal of any real or personal property which currently constitutes any part of the Property nor (ii) any waste of the Property or any components thereof.

9. Inventory and Monthly Rents. Within forty five (45) days from the date of this order, Receiver shall file a true and complete inventory under oath of all property coming under his possession and control. Receiver is directed to file semiannual status reports commencing on June 1, 2009, and every six (6) months thereafter so long as the Property shall remain in his possession. Alternatively, in the event the Property is leased and only if the Property is leased, the Receiver is directed to prepare a monthly financial statement and status report for each month on or before the 15th day of each month commencing on the first (1st) month following the payment of any rent. The Receiver is directed to serve a copy of each report to the attorneys of record for the parties herein. The financial statement and status reports must be filed under oath.

10. Fees. For his services performed hereunder, the Receiver shall charge an hourly rate for him and his staff, ranging from \$35.00 to \$300.00 an hour, and shall be entitled to reimbursement of reasonable out-of-pocket expenses. The Court orders that the Receiver will have a priority in the funds and assets collected from the Property (rents, issues, proceeds, revenues, profits or income) to secure payment of his costs and fees, plus all reasonable travel costs of employees who are involved with managing the

Property. The Receiver may petition the Court for the award of reasonable fees based on the foregoing rate, which petition may be on an interim basis. Applications for such compensation may be submitted by mail and granted by Order of the Court without a hearing upon ten (10) days written notice to Plaintiff and Defendants (or their counsel), provided that no party objects to the Receiver's application for compensation during such ten (10) day period.

11. **Receiver's Certificates.** Without further Order of this Court, Receiver may borrow funds for the performance of Receiver's duties hereunder, in such increments as Plaintiff and the receiver may agree, and may issue its Certificates of Indebtedness in the form attached hereto as Exhibit "B" (hereinafter "Primary Certificates) to evidence such borrowing. The principal and interest evidenced by each such Primary Certificate shall be a first and prior lien and security interest upon the Property and upon all rents, earnings and income of said Property. The lien of each Primary Certificate shall be prior and superior to the rights, titles, and interests in the Property of all parties to this action, and all persons whose interests are governed by the Lis Pendens pursuant to Section 48.23, Fla. Stat., as well as to the lien on the mortgage and other security instruments for which foreclosure is sought in this action and the promissory notes and other obligations secured thereby (hereinafter, the "Security Documents").

12. Counsel. Receiver is hereby empowered to employ his own legal counsel to furnish legal advice and legal action to the Receiver for any purposes as may be necessary during the period of Receivership.

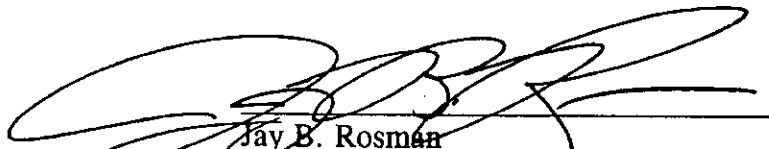
13. Entry of Orders. Any motion submitted to the Court by the Receiver and duly copied to all parties, including but not limited to motion(s) for the award of fees to the Receiver and Receiver's counsel shall, unless objected to in writing by any party, within ten (10) days of the date of said motion(s), be deemed to be stipulated to and the Court may then, without further hearing, enter an Order approving said motion(s).

14. The parties hereto shall cooperate with the Receiver at all times during the course of the Receivership and shall turn over and deliver to the Receiver all property and documents to which the Receiver is given possession, custody and control by virtue of this Order.

15. The parties hereto, and their agents, servants, employees, representatives and attorneys, are hereby enjoined from interfering in any way with the Receivership and the management of the Property until further Order of this Court.

DONE AND ORDERED in Chambers, Fort Myers, Lee County, Florida, on this

12 day of Jan, 2009.


Jay B. Rosman
Circuit Judge

Service of the foregoing
pursuant to Rule 1.080,
Florida Rules of Civil
Procedure, the foregoing
has been served by regular
U.S. Mail this 12 day
of Jan 2009 upon:

George H. Knott, Esq.
Dawn M. Rapoport, Esq.
Martin A. Pedata, Esq.
Terrace IV at Riverwalk Condominium Association, Inc.
c/o Jan Spires, Registered Agent

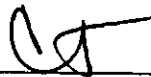
By: 
Judicial Assistant to Judge Rosman

EXHIBIT "A"

Unit 825, Building 8, TERRACE IV AT RIVERWALK, A CONDOMINIUM according to the Declaration of Condominium thereof, as recorded in Official Records Instrument #2006000211327, of the Public Records of Lee County, Florida, as amended.

(FL8061644.PFD/FL8061644/29)

IN THE CIRCUIT COURT OF THE TWENTIETH JUDICIAL CIRCUIT IN AND FOR
LEE COUNTY, FLORIDA CIVIL ACTION

TAYLOR, BEAN & WHITAKER
MORTGAGE CORP.,

Plaintiff,

vs.

CASE NO. 08-CA-16391

DEBRA JENSEN; RONALD
PAUL JENSEN, JR.;
JANE AND JOHN DOE,
OCCUPANTS; AND TERRACE IV
AT RIVERWALK CONDOMINIUM
ASSOCIATION, INC.,

Defendants.

_____ /

RECEIVER'S (FIRST) LIEN CERTIFICATE

NO. 1

FOR VALUE RECEIVED, the undersigned, R. David Isley, as the duly appointed Receiver in this action and not in his individual capacity ("Receiver"), promises to pay to the order of _____ or its successor and assigns, the sum of _____ and ____/100 Dollars (\$ _____), with interest thereon, computed daily on the principal balance outstanding hereunder, from the date hereof until paid, at the variable rate equal to two percent (2%) per annum in excess of the Prime Rate as published in the Wall Street Journal ("Index") which interest rate will be adjusted from time to time based upon the Index then in effect, which adjustments will

EXHIBIT "B"

COPY

be effective on the date of change of the Index. The sums due on this Certificate, together with all accrued interest, shall be paid on or before the entry of an Order of Dismissal of the Complaint filed by Plaintiff or a Final Judgment in favor of Plaintiff in the above styled action, whichever shall first occur. Both principal and interest are payable in lawful money of the United States of America at the main office of the holder, or at such other place as the holder may designate.

Pursuant to the Order of the Court in this action, this certificate constitutes a lien upon all property, real, personal and mixed, of whatsoever nature or character, wherever situated, which is described in the security instruments attached to Plaintiff's Complaint heretofore filed in this action, and upon all rents, assessments, earnings, and income therefrom (all herein called the "Property"). The lien of this Certificate upon the Property is prior and superior to the rights, titles, and interests of: (a) all parties named in the captioned action; (b) the lien of the mortgages and other security instruments sought to be foreclosed herein, and the indebtedness and obligations secured thereby; (c) any judgment holders or mechanic's liens against the Property; and (d) the claims of all stockholders, partners, or creditors of the owners of the Property or of anyone claiming by, through, or under those owners; provided, however, that no Certificate of Indebtedness issued in this action shall have priority over any other Certificate of Indebtedness issued in this action, either as to principal or interest.

Without limitation of the foregoing, the indebtedness evidenced by this Certificate of Indebtedness is also secured by the lien and security interest of the mortgage and security instruments which encumber the Property and for which Foreclosure is sought by Plaintiff, Taylor, Bean & Whitaker Mortgage Corp., in this action.

This Certificate of Indebtedness is executed by the Receiver, not personally, but as Receiver aforesaid and is payable only out of the Property and in the manner provided by Order authorizing such Certificate. No personal liability shall be asserted or shall be enforceable against the Receiver hereunder.

IN WITNESS WHEREOF, the Receiver has executed this Certificate on this ____ day of _____, 2009.

R. Davie Isley
Not individually, but as Receiver

IN THE CIRCUIT COURT OF THE TWENTIETH JUDICIAL CIRCUIT IN AND FOR
LEE COUNTY, FLORIDA CIVIL ACTION

TAYLOR, BEAN & WHITAKER
MORTGAGE CORP.,

Plaintiff,

vs.

CASE NO. 08-CA-18027

RON LEWIS a/k/a RONALD D. LEWIS;
UNKNOWN SPOUSE OF RON LEWIS
a/k/a RONALD D. LEWIS;
JANE AND JOHN DOE, OCCUPANTS;
AND TERRACE IV AT RIVERWALK
CONDOMINIUM ASSOCIATION,
INC.,

Defendants.

ORDER GRANTING PLAINTIFF'S
MOTION FOR APPOINTMENT OF RECEIVER

THIS CAUSE, having come on to be heard upon Plaintiff's, Taylor, Bean & Whitaker Mortgage Corp., Motion for Appointment of Receiver and the Court having considered the same and there being no opposition to the motion, it is

ORDERED AND ADJUDGED as follows:

1. Plaintiff's Motion for Appointment of Receiver is granted.
2. **Appointment.** R. David Isley ("Receiver") is hereby appointed Receiver of the real and personal property (the "Property") described in Exhibit "A", attached hereto and made a part hereof.

3. Oath. The Receiver shall promptly file his Oath of Receiver with the Court whereby he shall undertake and agree to fully and truthfully perform his duties as Receiver in this action.

4. Possession of Property. Receiver shall immediately take control and possession of the Property and shall retain control and possession of the Property until further order of this Court. Any management company or representative of Defendant currently in possession of the Property shall immediately relinquish possession of the Property to the Receiver. Any such management company or other representative of Defendant shall deliver to the Receiver all keys to the Property; all tenant security deposits, (which will be held in an interest bearing account); copies of all existing written leases; and copies of all accounting sheets and records regarding the operation and maintenance of the Property.

5. Delivery of Leases. Each tenant now occupying the Property shall immediately deliver to the Receiver a complete copy of any existing written lease.

6. Rental of Property and Collection of Rental Income. Receiver shall collect all rents, issues, proceeds, profits, revenue and income from the Property and deposit said income into an interest bearing trust account which account shall be maintained at a bank or savings and loan association whose deposits are insured by the FDIC. Receiver shall have the authority to withdraw funds from said trust account for the sole purposes of managing, preserving, protecting and maintaining the Property and insurance thereon. Upon the entry of a Final Judgment in this cause, the Court shall

make a further order regarding the distribution of the funds in said trust account. Receiver shall have the authority to initiate eviction actions against any tenant in violation of its lease agreement, and shall be empowered to employ legal counsel at a reasonable fee for the purposes of maintaining any necessary eviction actions. Receiver shall have the power to enter into leases, permits, certificates, sales, contracts, agreements, occupancy agreements, or other customary arrangements for operating the Property in the same manner as would an owner. Notwithstanding the foregoing, the Receiver shall not be obligated to rent the Property during the term of his Receivership.

7. **Specific Duties of Receiver.** Receiver shall use his best efforts to manage, preserve, protect, and maintain the Property in a reasonable, prudent, diligent and efficient manner, and may engage such employees, agents, and contractors as are necessary or appropriate to accomplish the foregoing. Without limitation of that general duty, Receiver shall have the following specific duties:

a. **Records.** Receiver shall maintain a comprehensive system of office records, books and accountings concerning the expenses related to maintaining the Property and the collection of rents, issues, proceeds, profits, revenue and income as set forth in Paragraph 7 herein. Upon reasonable notice, and at all reasonable times, the parties to this action and its representatives shall have reasonable access to such records, accounts and books and to all vouchers, files and all other material pertaining to the operation of the Property, all of which the Receiver

agrees to keep safe, available and separate from any records not having to do with the operation of the Property.

b. **Legal Requirements.** Receiver shall ensure that all aspects of the Property, and its operation and management, comply with any and all laws, regulations, orders or requirements affecting the Property issued by any federal, state, county or municipal authority having jurisdiction there over, to the extent any portion of the Property is not currently in compliance with such authorities, the Receiver shall use his best efforts to bring the Property into compliance.

c. **Major Repairs and Improvements.** The Receiver may contract with any individual or entity necessary to protect, supervise, manage, operate or improve said Property in accordance with this Order.

d. **Real Estate Taxes.** Receiver shall have the authority, but not the obligation, to pay the real estate taxes on the Property from the funds available in the trust account established pursuant to Paragraph 7 herein. Receiver shall also have the authority to contest the real estate tax assessment for the Property, and to hire independent contractors or legal counsel basis for such services.

e. **No Waste.** Unless otherwise permitted by current leases, Receiver shall not suffer, cause or permit (I) any removal of any real or personal property which currently constitutes any part of the Property nor (ii) any waste of the Property or any components thereof.

8. **Inventory and Monthly Rents.** Within forty five (45) days from the date of this Order, Receiver shall file a true and complete inventory under oath of all property coming under his possession and control. Receiver is directed to file semiannual status reports commencing on July 1, 2009, and every six (6) months thereafter so long as the Property shall remain in his possession. Alternatively, in the event the Property is leased and only if the Property is leased, the Receiver is directed to prepare a monthly financial statement and status report for each month on or before the 15th day of each month commencing on the first (1st) month following the payment of any rent. The Receiver is directed to serve a copy of each report to the attorneys of record for the parties herein. The financial statement and status reports must be filed under oath.

9. **Fees.** For his services performed hereunder, the Receiver shall charge an hourly rate for him and his staff, ranging from \$35.00 to \$300.00 an hour, and shall be entitled to reimbursement of reasonable out-of-pocket expenses. The Court orders that the Receiver will have a priority in the funds and assets collected from the Property (rents, issues, proceeds, revenues, profits or income) to secure payment of his costs and fees, plus all reasonable travel costs of employees who are involved with managing the Property. The Receiver may petition the Court for the award of reasonable fees based on the foregoing rate, which petition may be on an interim basis. Applications for such compensation may be submitted by mail and granted by Order of the Court without a hearing upon ten (10) days written notice to Plaintiff and Defendants (or their counsel),

provided that no party objects to the Receiver's application for compensation during such ten (10) day period.

10. **Receiver's Certificates.** Without further Order of this Court, Receiver may borrow funds for the performance of Receiver's duties hereunder, in such increments as Plaintiff and the receiver may agree, and may issue its Certificates of Indebtedness in the form attached hereto as Exhibit "B" (hereinafter "Primary Certificates) to evidence such borrowing. The principal and interest evidenced by each such Primary Certificate shall be a first and prior lien and security interest upon the Property and upon all rents, earnings and income of said Property. The lien of each Primary Certificate shall be prior and superior to the rights, titles, and interests in the Property of all parties to this action, and all persons whose interests are governed by the Lis Pendens pursuant to Section 48.23, Fla. Stat., as well as to the lien on the mortgage and other security instruments for which foreclosure is sought in this action and the promissory notes and other obligations secured thereby (hereinafter, the "Security Documents").

11. **Counsel.** Receiver is hereby empowered to employ his own legal counsel to furnish legal advice and legal action to the Receiver for any purposes as may be necessary during the period of Receivership.

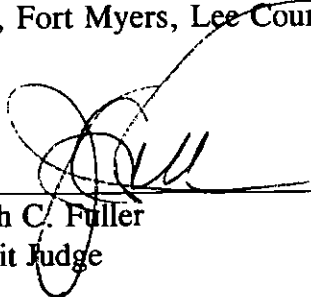
12. **Entry of Orders.** Any motion submitted to the Court by the Receiver and duly copied to all parties, including but not limited to motion(s) for the award of fees to the Receiver and Receiver's counsel shall, unless objected to in writing by any party,

within ten (10) days of the date of said motion(s), be deemed to be stipulated to and the Court may then, without further hearing, enter an Order approving said motion(s).

13. The parties hereto shall cooperate with the Receiver at all times during the course of the Receivership and shall turn over and deliver to the Receiver all property and documents to which the Receiver is given possession, custody and control by virtue of this Order.

14. The parties hereto, and their agents, servants, employees, representatives and attorneys, are hereby enjoined from interfering in any way with the Receivership and the management of the Property until further Order of this Court.

DONE AND ORDERED in Chambers, Fort Myers, Lee County, Florida, on this 2ND day of March, 2009.



Joseph C. Fuller
Circuit Judge

Service of the foregoing
pursuant to Rule 1.080,
Florida Rules of Civil
Procedure, the foregoing
has been served by regular
U.S. Mail this 2 day
of March, 2009 upon:

George H. Knott, Esq.
Ron Lewis a/k/a Ronald D. Lewis
Unknown Spouse of Ron Lewis a/k/a Ronald D. Lewis
Terrace IV at Riverwalk Condominium Association, Inc.

By: 
Judicial Assistant to Judge Fuller

EXHIBIT "A"

Unit No. 826, Building No. 8 of Terrace IV at Riverwalk, a Condominium, according to The Declaration of Condominium recorded in Instrument No. 2006000211327, and all exhibits and amendments thereof, Public Records of Lee County, Florida.

IN THE CIRCUIT COURT OF THE TWENTIETH JUDICIAL CIRCUIT IN AND FOR
LEE COUNTY, FLORIDA CIVIL ACTION

TAYLOR, BEAN & WHITAKER
MORTGAGE CORP.,

Plaintiff,

vs.

CASE NO. 08-CA-18027

COPY

RON LEWIS a/k/a RONALD D. LEWIS;
UNKNOWN SPOUSE OF RON LEWIS
a/k/a RONALD D. LEWIS;
JANE AND JOHN DOE, OCCUPANTS;
AND TERRACE IV AT RIVERWALK
CONDOMINIUM ASSOCIATION,
INC.,

Defendants.

RECEIVER'S (FIRST) LIEN CERTIFICATE

NO. 1

FOR VALUE RECEIVED, the undersigned, R. David Isley, as the duly appointed Receiver in this action and not in his individual capacity ("Receiver"), promises to pay to the order of _____ or its successor and assigns, the sum of _____ and ___/100 Dollars (\$ _____), with interest thereon, computed daily on the principal balance outstanding hereunder, from the date hereof until paid, at the variable rate equal to two percent (2%) per annum in excess of the Prime Rate as published in the Wall Street Journal ("Index") which interest rate will be adjusted from time to time based upon the Index then in effect, which adjustments will

be effective on the date of change of the Index. The sums due on this Certificate, together with all accrued interest, shall be paid on or before the entry of an Order of Dismissal of the Complaint filed by Plaintiff or a Final Judgment in favor of Plaintiff in the above styled action, whichever shall first occur. Both principal and interest are payable in lawful money of the United States of America at the main office of the holder, or at such other place as the holder may designate.

Pursuant to the Order of the Court in this action, this certificate constitutes a lien upon all property, real, personal and mixed, of whatsoever nature or character, wherever situated, which is described in the security instruments attached to Plaintiff's Complaint heretofore filed in this action, and upon all rents, assessments, earnings, and income therefrom (all herein called the "Property"). The lien of this Certificate upon the Property is prior and superior to the rights, titles, and interests of: (a) all parties named in the captioned action; (b) the lien of the mortgages and other security instruments sought to be foreclosed herein, and the indebtedness and obligations secured thereby; (c) any judgment holders or mechanic's liens against the Property; and (d) the claims of all stockholders, partners, or creditors of the owners of the Property or of anyone claiming by, through, or under those owners; provided, however, that no Certificate of Indebtedness issued in this action shall have priority over any other Certificate of Indebtedness issued in this action, either as to principal or interest.

Without limitation of the foregoing, the indebtedness evidenced by this Certificate of Indebtedness is also secured by the lien and security interest of the mortgage and

security instruments which encumber the Property and for which foreclosure is sought by Plaintiff, Taylor, Bean & Whitaker Mortgage Corp., in this action.

This Certificate of Indebtedness is executed by the Receiver, not personally, but as Receiver aforesaid and is payable only out of the Property and in the manner provided by Order authorizing such Certificate. No personal liability shall be asserted or shall be enforceable against the Receiver hereunder.

IN WITNESS WHEREOF, the Receiver has executed this Certificate on this ____ day of _____, 2009.

R. David Isley
Not individually, but as Receiver

IN THE CIRCUIT COURT OF THE TWENTIETH JUDICIAL CIRCUIT IN AND FOR
LEE COUNTY, FLORIDA CIVIL ACTION

TAYLOR, BEAN & WHITAKER
MORTGAGE CORP.,

Plaintiff,

vs.

CASE NO. 08-CA-18035

KRISTINA MICHELLE MAXWELL;
JANE AND JOHN DOE, OCCUPANTS;
AND TERRACE IV AT RIVERWALK
CONDOMINIUM ASSOCIATION,
INC.,

Defendants.

ORDER GRANTING PLAINTIFF'S
MOTION FOR APPOINTMENT OF RECEIVER

THIS CAUSE, having come on to be heard upon Plaintiff's, Taylor, Bean & Whitaker Mortgage Corp., Motion for Appointment of Receiver and the Court having considered the same and there being no opposition to the motion, it is

ORDERED AND ADJUDGED as follows:

1. Plaintiff's Motion for Appointment of Receiver is granted.
2. Appointment. R. David Isley ("Receiver") is hereby appointed Receiver of the real and personal property (the "Property") described in Exhibit "A", attached hereto and made a part hereof.

3. **Oath.** The Receiver shall promptly file his Oath of Receiver with the Court whereby he shall undertake and agree to fully and truthfully perform his duties as Receiver in this action.

4. **Possession of Property.** Receiver shall immediately take control and possession of the Property and shall retain control and possession of the Property until further order of this Court. Any management company or representative of Defendant currently in possession of the Property shall immediately relinquish possession of the Property to the Receiver. Any such management company or other representative of Defendant shall deliver to the Receiver all keys to the Property; all tenant security deposits, (which will be held in an interest bearing account); copies of all existing written leases; and copies of all accounting sheets and records regarding the operation and maintenance of the Property.

5. **Delivery of Leases.** Each tenant now occupying the Property shall immediately deliver to the Receiver a complete copy of any existing written lease.

6. **Rental of Property and Collection of Rental Income.** Receiver shall collect all rents, issues, proceeds, profits, revenue and income from the Property and deposit said income into an interest bearing trust account which account shall be maintained at a bank or savings and loan association whose deposits are insured by the FDIC. Receiver shall have the authority to withdraw funds from said trust account for the sole purposes of managing, preserving, protecting and maintaining the Property and insurance thereon. Upon the entry of a Final Judgment in this cause, the Court shall

make a further order regarding the distribution of the funds in said trust account. Receiver shall have the authority to initiate eviction actions against any tenant in violation of its lease agreement, and shall be empowered to employ legal counsel at a reasonable fee for the purposes of maintaining any necessary eviction actions. Receiver shall have the power to enter into leases, permits, certificates, sales, contracts, agreements, occupancy agreements, or other customary arrangements for operating the Property in the same manner as would an owner. Notwithstanding the foregoing, the Receiver shall not be obligated to rent the Property during the term of his Receivership.

7. **Specific Duties of Receiver.** Receiver shall use his best efforts to manage, preserve, protect, and maintain the Property in a reasonable, prudent, diligent and efficient manner, and may engage such employees, agents, and contractors as are necessary or appropriate to accomplish the foregoing. Without limitation of that general duty, Receiver shall have the following specific duties:

a. **Records.** Receiver shall maintain a comprehensive system of office records, books and accountings concerning the expenses related to maintaining the Property and the collection of rents, issues, proceeds, profits, revenue and income as set forth in Paragraph 7 herein. Upon reasonable notice, and at all reasonable times, the parties to this action and its representatives shall have reasonable access to such records, accounts and books and to all vouchers, files and all other material pertaining to the operation of the Property, all of which the Receiver

agrees to keep safe, available and separate from any records not having to do with the operation of the Property.

b. **Legal Requirements.** Receiver shall ensure that all aspects of the Property, and its operation and management, comply with any and all laws, regulations, orders or requirements affecting the Property issued by any federal, state, county or municipal authority having jurisdiction there over, to the extent any portion of the Property is not currently in compliance with such authorities, the Receiver shall use his best efforts to bring the Property into compliance.

c. **Major Repairs and Improvements.** The Receiver may contract with any individual or entity necessary to protect, supervise, manage, operate or improve said Property in accordance with this Order.

d. **Real Estate Taxes.** Receiver shall have the authority, but not the obligation, to pay the real estate taxes on the Property from the funds available in the trust account established pursuant to Paragraph 7 herein. Receiver shall also have the authority to contest the real estate tax assessment for the Property, and to hire independent contractors or legal counsel basis for such services.

e. **No Waste.** Unless otherwise permitted by current leases, Receiver shall not suffer, cause or permit (I) any removal of any real or personal property which currently constitutes any part of the Property nor (ii) any waste of the Property or any components thereof.

8. **Inventory and Monthly Rents.** Within forty five (45) days from the date of this Order, Receiver shall file a true and complete inventory under oath of all property coming under his possession and control. Receiver is directed to file semiannual status reports commencing on July 1, 2009, and every six (6) months thereafter so long as the Property shall remain in his possession. Alternatively, in the event the Property is leased and only if the Property is leased, the Receiver is directed to prepare a monthly financial statement and status report for each month on or before the 15th day of each month commencing on the first (1st) month following the payment of any rent. The Receiver is directed to serve a copy of each report to the attorneys of record for the parties herein. The financial statement and status reports must be filed under oath.

9. **Fees.** For his services performed hereunder, the Receiver shall charge an hourly rate for him and his staff, ranging from \$35.00 to \$300.00 an hour, and shall be entitled to reimbursement of reasonable out-of-pocket expenses. The Court orders that the Receiver will have a priority in the funds and assets collected from the Property (rents, issues, proceeds, revenues, profits or income) to secure payment of his costs and fees, plus all reasonable travel costs of employees who are involved with managing the Property. The Receiver may petition the Court for the award of reasonable fees based on the foregoing rate, which petition may be on an interim basis. Applications for such compensation may be submitted by mail and granted by Order of the Court without a hearing upon ten (10) days written notice to Plaintiff and Defendants (or their counsel),

provided that no party objects to the Receiver's application for compensation during such ten (10) day period.

10. **Receiver's Certificates.** Without further Order of this Court, Receiver may borrow funds for the performance of Receiver's duties hereunder, in such increments as Plaintiff and the receiver may agree, and may issue its Certificates of Indebtedness in the form attached hereto as Exhibit "B" (hereinafter "Primary Certificates) to evidence such borrowing. The principal and interest evidenced by each such Primary Certificate shall be a first and prior lien and security interest upon the Property and upon all rents, earnings and income of said Property. The lien of each Primary Certificate shall be prior and superior to the rights, titles, and interests in the Property of all parties to this action, and all persons whose interests are governed by the Lis Pendens pursuant to Section 48.23, Fla. Stat., as well as to the lien on the mortgage and other security instruments for which foreclosure is sought in this action and the promissory notes and other obligations secured thereby (hereinafter, the "Security Documents").

11. **Counsel.** Receiver is hereby empowered to employ his own legal counsel to furnish legal advice and legal action to the Receiver for any purposes as may be necessary during the period of Receivership.

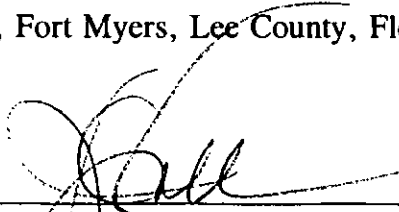
12. **Entry of Orders.** Any motion submitted to the Court by the Receiver and duly copied to all parties, including but not limited to motion(s) for the award of fees to the Receiver and Receiver's counsel shall, unless objected to in writing by any party,

within ten (10) days of the date of said motion(s), be deemed to be stipulated to and the Court may then, without further hearing, enter an Order approving said motion(s).

13. The parties hereto shall cooperate with the Receiver at all times during the course of the Receivership and shall turn over and deliver to the Receiver all property and documents to which the Receiver is given possession, custody and control by virtue of this Order.

14. The parties hereto, and their agents, servants, employees, representatives and attorneys, are hereby enjoined from interfering in any way with the Receivership and the management of the Property until further Order of this Court.

DONE AND ORDERED in Chambers, Fort Myers, Lee County, Florida, on this 2ND day of March, 2009.



Joseph C. Fuller
Circuit Judge

Service of the foregoing
pursuant to Rule 1.080,
Florida Rules of Civil
Procedure, the foregoing
has been served by regular
U.S. Mail this 2 day
of March, 2009 upon:

George H. Knott, Esq.
Kristina Michelle Maxwell
Terrace IV at Riverwalk Condominium Association, Inc.

By: 

Judicial Assistant to Judge Fuller

EXHIBIT "A"

Unit No. 832, Building No. 8 of Terrace IV at Riverwalk, a Condominium, according to The Declaration of Condominium recorded in Instrument No. 2006000211327, and all exhibits and amendments thereof, Public Records of Lee County, Florida.

IN THE CIRCUIT COURT OF THE TWENTIETH JUDICIAL CIRCUIT IN AND FOR
LEE COUNTY, FLORIDA CIVIL ACTION

TAYLOR, BEAN & WHITAKER
MORTGAGE CORP.,

Plaintiff,

vs.

CASE NO. 08-CA-18035

KRISTINA MICHELLE MAXWELL;
JANE AND JOHN DOE, OCCUPANTS;
AND TERRACE IV AT RIVERWALK
CONDOMINIUM ASSOCIATION,
INC.,

Defendants.

_____/

COPY

RECEIVER'S (FIRST) LIEN CERTIFICATE

NO. 1

FOR VALUE RECEIVED, the undersigned, R. David Isley, as the duly appointed Receiver in this action and not in his individual capacity ("Receiver"), promises to pay to the order of _____ or its successor and assigns, the sum of _____ and ___/100 Dollars (\$_____), with interest thereon, computed daily on the principal balance outstanding hereunder, from the date hereof until paid, at the variable rate equal to two percent (2%) per annum in excess of the Prime Rate as published in the Wall Street Journal ("Index") which interest rate will be adjusted from time to time based upon the Index then in effect, which adjustments will be effective on the date of change of the Index. The sums due on this Certificate,

together with all accrued interest, shall be paid on or before the entry of an Order of Dismissal of the Complaint filed by Plaintiff or a Final Judgment in favor of Plaintiff in the above styled action, whichever shall first occur. Both principal and interest are payable in lawful money of the United States of America at the main office of the holder, or at such other place as the holder may designate.

Pursuant to the Order of the Court in this action, this certificate constitutes a lien upon all property, real, personal and mixed, of whatsoever nature or character, wherever situated, which is described in the security instruments attached to Plaintiff's Complaint heretofore filed in this action, and upon all rents, assessments, earnings, and income therefrom (all herein called the "Property"). The lien of this Certificate upon the Property is prior and superior to the rights, titles, and interests of: (a) all parties named in the captioned action; (b) the lien of the mortgages and other security instruments sought to be foreclosed herein, and the indebtedness and obligations secured thereby; (c) any judgment holders or mechanic's liens against the Property; and (d) the claims of all stockholders, partners, or creditors of the owners of the Property or of anyone claiming by, through, or under those owners; provided, however, that no Certificate of Indebtedness issued in this action shall have priority over any other Certificate of Indebtedness issued in this action, either as to principal or interest.

Without limitation of the foregoing, the indebtedness evidenced by this Certificate of Indebtedness is also secured by the lien and security interest of the mortgage and

security instruments which encumber the Property and for which foreclosure is sought by Plaintiff, Taylor, Bean & Whitaker Mortgage Corp., in this action.

This Certificate of Indebtedness is executed by the Receiver, not personally, but as Receiver aforesaid and is payable only out of the Property and in the manner provided by Order authorizing such Certificate. No personal liability shall be asserted or shall be enforceable against the Receiver hereunder.

IN WITNESS WHEREOF, the Receiver has executed this Certificate on this ____ day of _____, 2009.

R. David Isley
Not individually, but as Receiver

IN THE CIRCUIT COURT OF THE TWENTIETH JUDICIAL CIRCUIT IN AND FOR
LEE COUNTY, FLORIDA CIVIL ACTION

TAYLOR, BEAN & WHITAKER
MORTGAGE CORP.,

Plaintiff,

vs.

CASE NO. 08-CA-18040

KRISTINA MAXWELL a/k/a
KRISTINA MICHELLE MAXWELL;
JANE AND JOHN DOE, OCCUPANTS;
AND TERRACE IV AT RIVERWALK
CONDOMINIUM ASSOCIATION,
INC.,

Defendants.

_____ /

ORDER GRANTING PLAINTIFF'S
MOTION FOR APPOINTMENT OF RECEIVER

THIS CAUSE, having come on to be heard upon Plaintiff's, Taylor, Bean & Whitaker Mortgage Corp., Motion for Appointment of Receiver and the Court having considered the same and there being no opposition to the motion, it is

ORDERED AND ADJUDGED as follows:

1. Plaintiff's Motion for Appointment of Receiver is granted.
2. Appointment. R. David Isley ("Receiver") is hereby appointed Receiver of the real and personal property (the "Property") described in Exhibit "A", attached hereto and made a part hereof.

3. Oath. The Receiver shall promptly file his Oath of Receiver with the Court whereby he shall undertake and agree to fully and truthfully perform his duties as Receiver in this action.

4. Possession of Property. Receiver shall immediately take control and possession of the Property and shall retain control and possession of the Property until further order of this Court. Any management company or representative of Defendant currently in possession of the Property shall immediately relinquish possession of the Property to the Receiver. Any such management company or other representative of Defendant shall deliver to the Receiver all keys to the Property; all tenant security deposits, (which will be held in an interest bearing account); copies of all existing written leases; and copies of all accounting sheets and records regarding the operation and maintenance of the Property.

5. Delivery of Leases. Each tenant now occupying the Property shall immediately deliver to the Receiver a complete copy of any existing written lease.

6. Rental of Property and Collection of Rental Income. Receiver shall collect all rents, issues, proceeds, profits, revenue and income from the Property and deposit said income into an interest bearing trust account which account shall be maintained at a bank or savings and loan association whose deposits are insured by the FDIC. Receiver shall have the authority to withdraw funds from said trust account for the sole purposes of managing, preserving, protecting and maintaining the Property and insurance thereon. Upon the entry of a Final Judgment in this cause, the Court shall

make a further order regarding the distribution of the funds in said trust account. Receiver shall have the authority to initiate eviction actions against any tenant in violation of its lease agreement, and shall be empowered to employ legal counsel at a reasonable fee for the purposes of maintaining any necessary eviction actions. Receiver shall have the power to enter into leases, permits, certificates, sales, contracts, agreements, occupancy agreements, or other customary arrangements for operating the Property in the same manner as would an owner. Notwithstanding the foregoing, the Receiver shall not be obligated to rent the Property during the term of his Receivership.

7. **Specific Duties of Receiver.** Receiver shall use his best efforts to manage, preserve, protect, and maintain the Property in a reasonable, prudent, diligent and efficient manner, and may engage such employees, agents, and contractors as are necessary or appropriate to accomplish the foregoing. Without limitation of that general duty, Receiver shall have the following specific duties:

a. **Records.** Receiver shall maintain a comprehensive system of office records, books and accountings concerning the expenses related to maintaining the Property and the collection of rents, issues, proceeds, profits, revenue and income as set forth in Paragraph 7 herein. Upon reasonable notice, and at all reasonable times, the parties to this action and its representatives shall have reasonable access to such records, accounts and books and to all vouchers, files and all other material pertaining to the operation of the Property, all of which the Receiver

agrees to keep safe, available and separate from any records not having to do with the operation of the Property.

b. **Legal Requirements.** Receiver shall ensure that all aspects of the Property, and its operation and management, comply with any and all laws, regulations, orders or requirements affecting the Property issued by any federal, state, county or municipal authority having jurisdiction there over, to the extent any portion of the Property is not currently in compliance with such authorities, the Receiver shall use his best efforts to bring the Property into compliance.

c. **Major Repairs and Improvements.** The Receiver may contract with any individual or entity necessary to protect, supervise, manage, operate or improve said Property in accordance with this Order.

d. **Real Estate Taxes.** Receiver shall have the authority, but not the obligation, to pay the real estate taxes on the Property from the funds available in the trust account established pursuant to Paragraph 7 herein. Receiver shall also have the authority to contest the real estate tax assessment for the Property, and to hire independent contractors or legal counsel basis for such services.

e. **No Waste.** Unless otherwise permitted by current leases, Receiver shall not suffer, cause or permit (i) any removal of any real or personal property which currently constitutes any part of the Property nor (ii) any waste of the Property or any components thereof.

8. **Inventory and Monthly Rents.** Within forty five (45) days from the date of this Order, Receiver shall file a true and complete inventory under oath of all property coming under his possession and control. Receiver is directed to file semiannual status reports commencing on July 1, 2009, and every six (6) months thereafter so long as the Property shall remain in his possession. Alternatively, in the event the Property is leased and only if the Property is leased, the Receiver is directed to prepare a monthly financial statement and status report for each month on or before the 15th day of each month commencing on the first (1st) month following the payment of any rent. The Receiver is directed to serve a copy of each report to the attorneys of record for the parties herein. The financial statement and status reports must be filed under oath.

9. **Fees.** For his services performed hereunder, the Receiver shall charge an hourly rate for him and his staff, ranging from \$35.00 to \$300.00 an hour, and shall be entitled to reimbursement of reasonable out-of-pocket expenses. The Court orders that the Receiver will have a priority in the funds and assets collected from the Property (rents, issues, proceeds, revenues, profits or income) to secure payment of his costs and fees, plus all reasonable travel costs of employees who are involved with managing the Property. The Receiver may petition the Court for the award of reasonable fees based on the foregoing rate, which petition may be on an interim basis. Applications for such compensation may be submitted by mail and granted by Order of the Court without a hearing upon ten (10) days written notice to Plaintiff and Defendants (or their counsel),

provided that no party objects to the Receiver's application for compensation during such ten (10) day period.

10. Receiver's Certificates. Without further Order of this Court, Receiver may borrow funds for the performance of Receiver's duties hereunder, in such increments as Plaintiff and the receiver may agree, and may issue its Certificates of Indebtedness in the form attached hereto as Exhibit "B" (hereinafter "Primary Certificates) to evidence such borrowing. The principal and interest evidenced by each such Primary Certificate shall be a first and prior lien and security interest upon the Property and upon all rents, earnings and income of said Property. The lien of each Primary Certificate shall be prior and superior to the rights, titles, and interests in the Property of all parties to this action, and all persons whose interests are governed by the Lis Pendens pursuant to Section 48.23, Fla. Stat., as well as to the lien on the mortgage and other security instruments for which foreclosure is sought in this action and the promissory notes and other obligations secured thereby (hereinafter, the "Security Documents").

11. Counsel. Receiver is hereby empowered to employ his own legal counsel to furnish legal advice and legal action to the Receiver for any purposes as may be necessary during the period of Receivership.

12. Entry of Orders. Any motion submitted to the Court by the Receiver and duly copied to all parties, including but not limited to motion(s) for the award of fees to the Receiver and Receiver's counsel shall, unless objected to in writing by any party,

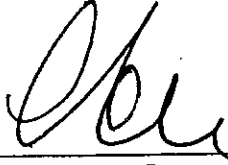
within ten (10) days of the date of said motion(s), be deemed to be stipulated to and the Court may then, without further hearing, enter an Order approving said motion(s).

13. The parties hereto shall cooperate with the Receiver at all times during the course of the Receivership and shall turn over and deliver to the Receiver all property and documents to which the Receiver is given possession, custody and control by virtue of this Order.

14. The parties hereto, and their agents, servants, employees, representatives and attorneys, are hereby enjoined from interfering in any way with the Receivership and the management of the Property until further Order of this Court.

DONE AND ORDERED in Chambers, Fort Myers, Lee County, Florida, on this

26th day of JAN, 2009.



Lynn Gerald, Jr.
Circuit Judge

Service of the foregoing
pursuant to Rule 1.080,
Florida Rules of Civil
Procedure, the foregoing
has been served by regular
U.S. Mail this 27 day
of Jan, 2009 upon:

George H. Knott, Esq.
Kristina Maxwell a/k/a Kristina Michelle Maxwell
Raymond Thomas
Chris Bosshart
Terrace IV at Riverwalk Condominium Association, Inc.

By: Diana Golden
Judicial Assistant to Judge Gerald

EXHIBIT "A"

Unit No. 843, Building No. 8 of Terrace IV at Riverwalk, a Condominium, according to The Declaration of Condominium recorded in Instrument No. 2006000211327, and all exhibits and amendments thereof, Public Records of Lee County, Florida.

IN THE CIRCUIT COURT OF THE TWENTIETH JUDICIAL CIRCUIT IN AND FOR
LEE COUNTY, FLORIDA CIVIL ACTION

TAYLOR, BEAN & WHITAKER
MORTGAGE CORP.,

Plaintiff,

vs.

CASE NO. 08-CA-18040

KRISTINA MAXWELL a/k/a
KRISTINA MICHELLE MAXWELL;
JANE AND JOHN DOE, OCCUPANTS;
AND TERRACE IV AT RIVERWALK
CONDOMINIUM ASSOCIATION,
INC.,

COPY

Defendants.

RECEIVER'S (FIRST) LIEN CERTIFICATE

NO. 1

FOR VALUE RECEIVED, the undersigned, R. David Isley, as the duly appointed Receiver in this action and not in his individual capacity ("Receiver"), promises to pay to the order of _____ or its successor and assigns, the sum of _____ and ____/100 Dollars (\$_____), with interest thereon, computed daily on the principal balance outstanding hereunder, from the date hereof until paid, at the variable rate equal to two percent (2%) per annum in excess of the Prime Rate as published in the Wall Street Journal ("Index") which interest rate will be adjusted from time to time based upon the Index then in effect, which adjustments will be effective on the date of change of the Index. The sums due on this Certificate,

together with all accrued interest, shall be paid on or before the entry of an Order of Dismissal of the Complaint filed by Plaintiff or a Final Judgment in favor of Plaintiff in the above styled action, whichever shall first occur. Both principal and interest are payable in lawful money of the United States of America at the main office of the holder, or at such other place as the holder may designate.

Pursuant to the Order of the Court in this action, this certificate constitutes a lien upon all property, real, personal and mixed, of whatsoever nature or character, wherever situated, which is described in the security instruments attached to Plaintiff's Complaint heretofore filed in this action, and upon all rents, assessments, earnings, and income therefrom (all herein called the "Property"). The lien of this Certificate upon the Property is prior and superior to the rights, titles, and interests of: (a) all parties named in the captioned action; (b) the lien of the mortgages and other security instruments sought to be foreclosed herein, and the indebtedness and obligations secured thereby; (c) any judgment holders or mechanic's liens against the Property; and (d) the claims of all stockholders, partners, or creditors of the owners of the Property or of anyone claiming by, through, or under those owners; provided, however, that no Certificate of Indebtedness issued in this action shall have priority over any other Certificate of Indebtedness issued in this action, either as to principal or interest.

Without limitation of the foregoing, the indebtedness evidenced by this Certificate of Indebtedness is also secured by the lien and security interest of the mortgage and

security instruments which encumber the Property and for which foreclosure is sought by Plaintiff, Taylor, Bean & Whitaker Mortgage Corp., in this action.

This Certificate of Indebtedness is executed by the Receiver, not personally, but as Receiver aforesaid and is payable only out of the Property and in the manner provided by Order authorizing such Certificate. No personal liability shall be asserted or shall be enforceable against the Receiver hereunder.

IN WITNESS WHEREOF, the Receiver has executed this Certificate on this ____ day of _____, 2009.

R. Davie Isley
Not individually, but as Receiver

IN THE CIRCUIT COURT OF THE TWENTIETH JUDICIAL CIRCUIT IN AND FOR
LEE COUNTY, FLORIDA CIVIL ACTION

TAYLOR, BEAN & WHITAKER
MORTGAGE CORP.,

Plaintiff,

vs.

CASE NO. 08-CA-18015

KRISTINA MAXWELL a/k/a
KRISTINA MICHELLE MAXWELL;
JANE AND JOHN DOE, OCCUPANTS;
AND TERRACE IV AT RIVERWALK
CONDOMINIUM ASSOCIATION,
INC.,

Defendants.

_____ /

ORDER GRANTING PLAINTIFF'S
MOTION FOR APPOINTMENT OF RECEIVER

THIS CAUSE, having come on to be heard upon Plaintiff's, Taylor, Bean & Whitaker Mortgage Corp., Motion for Appointment of Receiver and the Court having considered the same and there being no opposition to the motion, it is

ORDERED AND ADJUDGED as follows:

1. Plaintiff's Motion for Appointment of Receiver is granted.
2. Appointment. R. David Isley ("Receiver") is hereby appointed Receiver of the real and personal property (the "Property") described in Exhibit "A", attached hereto and made a part hereof.

3. **Oath.** The Receiver shall promptly file his Oath of Receiver with the Court whereby he shall undertake and agree to fully and truthfully perform his duties as Receiver in this action.

4. **Possession of Property.** Receiver shall immediately take control and possession of the Property and shall retain control and possession of the Property until further order of this Court. Any management company or representative of Defendant currently in possession of the Property shall immediately relinquish possession of the Property to the Receiver. Any such management company or other representative of Defendant shall deliver to the Receiver all keys to the Property; all tenant security deposits, (which will be held in an interest bearing account); copies of all existing written leases; and copies of all accounting sheets and records regarding the operation and maintenance of the Property.

5. **Delivery of Leases.** Each tenant now occupying the Property shall immediately deliver to the Receiver a complete copy of any existing written lease.

6. **Rental of Property and Collection of Rental Income.** Receiver shall collect all rents, issues, proceeds, profits, revenue and income from the Property and deposit said income into an interest bearing trust account which account shall be maintained at a bank or savings and loan association whose deposits are insured by the FDIC. Receiver shall have the authority to withdraw funds from said trust account for the sole purposes of managing, preserving, protecting and maintaining the Property and insurance thereon. Upon the entry of a Final Judgment in this cause, the Court shall

make a further order regarding the distribution of the funds in said trust account. Receiver shall have the authority to initiate eviction actions against any tenant in violation of its lease agreement, and shall be empowered to employ legal counsel at a reasonable fee for the purposes of maintaining any necessary eviction actions. Receiver shall have the power to enter into leases, permits, certificates, sales, contracts, agreements, occupancy agreements, or other customary arrangements for operating the Property in the same manner as would an owner. Notwithstanding the foregoing, the Receiver shall not be obligated to rent the Property during the term of his Receivership.

7. **Specific Duties of Receiver.** Receiver shall use his best efforts to manage, preserve, protect, and maintain the Property in a reasonable, prudent, diligent and efficient manner, and may engage such employees, agents, and contractors as are necessary or appropriate to accomplish the foregoing. Without limitation of that general duty, Receiver shall have the following specific duties:

a. **Records.** Receiver shall maintain a comprehensive system of office records, books and accountings concerning the expenses related to maintaining the Property and the collection of rents, issues, proceeds, profits, revenue and income as set forth in Paragraph 7 herein. Upon reasonable notice, and at all reasonable times, the parties to this action and its representatives shall have reasonable access to such records, accounts and books and to all vouchers, files and all other material pertaining to the operation of the Property, all of which the Receiver

agrees to keep safe, available and separate from any records not having to do with the operation of the Property.

b. **Legal Requirements.** Receiver shall ensure that all aspects of the Property, and its operation and management, comply with any and all laws, regulations, orders or requirements affecting the Property issued by any federal, state, county or municipal authority having jurisdiction there over, to the extent any portion of the Property is not currently in compliance with such authorities, the Receiver shall use his best efforts to bring the Property into compliance.

c. **Major Repairs and Improvements.** The Receiver may contract with any individual or entity necessary to protect, supervise, manage, operate or improve said Property in accordance with this Order.

d. **Real Estate Taxes.** Receiver shall have the authority, but not the obligation, to pay the real estate taxes on the Property from the funds available in the trust account established pursuant to Paragraph 7 herein. Receiver shall also have the authority to contest the real estate tax assessment for the Property, and to hire independent contractors or legal counsel basis for such services.

e. **No Waste.** Unless otherwise permitted by current leases, Receiver shall not suffer, cause or permit (I) any removal of any real or personal property which currently constitutes any part of the Property nor (ii) any waste of the Property or any components thereof.

8. **Inventory and Monthly Rents.** Within forty five (45) days from the date of this Order, Receiver shall file a true and complete inventory under oath of all property coming under his possession and control. Receiver is directed to file semiannual status reports commencing on July 1, 2009, and every six (6) months thereafter so long as the Property shall remain in his possession. Alternatively, in the event the Property is leased and only if the Property is leased, the Receiver is directed to prepare a monthly financial statement and status report for each month on or before the 15th day of each month commencing on the first (1st) month following the payment of any rent. The Receiver is directed to serve a copy of each report to the attorneys of record for the parties herein. The financial statement and status reports must be filed under oath.

9. **Fees.** For his services performed hereunder, the Receiver shall charge an hourly rate for him and his staff, ranging from \$35.00 to \$300.00 an hour, and shall be entitled to reimbursement of reasonable out-of-pocket expenses. The Court orders that the Receiver will have a priority in the funds and assets collected from the Property (rents, issues, proceeds, revenues, profits or income) to secure payment of his costs and fees, plus all reasonable travel costs of employees who are involved with managing the Property. The Receiver may petition the Court for the award of reasonable fees based on the foregoing rate, which petition may be on an interim basis. Applications for such compensation may be submitted by mail and granted by Order of the Court without a hearing upon ten (10) days written notice to Plaintiff and Defendants (or their counsel),

provided that no party objects to the Receiver's application for compensation during such ten (10) day period.

10. **Receiver's Certificates.** Without further Order of this Court, Receiver may borrow funds for the performance of Receiver's duties hereunder, in such increments as Plaintiff and the receiver may agree, and may issue its Certificates of Indebtedness in the form attached hereto as Exhibit "B" (hereinafter "Primary Certificates) to evidence such borrowing. The principal and interest evidenced by each such Primary Certificate shall be a first and prior lien and security interest upon the Property and upon all rents, earnings and income of said Property. The lien of each Primary Certificate shall be prior and superior to the rights, titles, and interests in the Property of all parties to this action, and all persons whose interests are governed by the Lis Pendens pursuant to Section 48.23, Fla. Stat., as well as to the lien on the mortgage and other security instruments for which foreclosure is sought in this action and the promissory notes and other obligations secured thereby (hereinafter, the "Security Documents").

11. **Counsel.** Receiver is hereby empowered to employ his own legal counsel to furnish legal advice and legal action to the Receiver for any purposes as may be necessary during the period of Receivership.

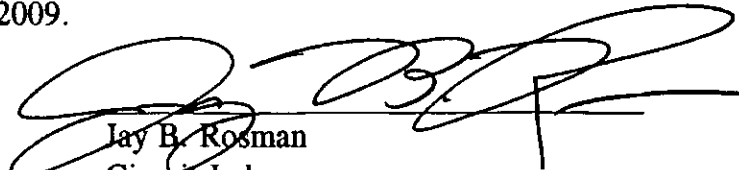
12. **Entry of Orders.** Any motion submitted to the Court by the Receiver and duly copied to all parties, including but not limited to motion(s) for the award of fees to the Receiver and Receiver's counsel shall, unless objected to in writing by any party,

within ten (10) days of the date of said motion(s), be deemed to be stipulated to and the Court may then, without further hearing, enter an Order approving said motion(s).

13. The parties hereto shall cooperate with the Receiver at all times during the course of the Receivership and shall turn over and deliver to the Receiver all property and documents to which the Receiver is given possession, custody and control by virtue of this Order.

14. The parties hereto, and their agents, servants, employees, representatives and attorneys, are hereby enjoined from interfering in any way with the Receivership and the management of the Property until further Order of this Court.

DONE AND ORDERED in Chambers, Fort Myers, Lee County, Florida, on this 16 day of Feb, 2009.


Jay B. Rosman
Circuit Judge

Service of the foregoing
pursuant to Rule 1.080,
Florida Rules of Civil
Procedure, the foregoing
has been served by regular
U.S. Mail this 16 day
of Feb, 2009 upon:

George H. Knott, Esq.
Kristina Maxwell a/k/a Kristina Michelle Maxwell
Terrace IV at Riverwalk Condominium Association, Inc.

By: 
Judicial Assistant to Judge Rosman

EXHIBIT "A"

Unit No. 844, Building No. 8 of Terrace IV at Riverwalk, a Condominium, according to The Declaration of Condominium recorded in Instrument No. 2006000211327, and all exhibits and amendments thereof, Public Records of Lee County, Florida.

IN THE CIRCUIT COURT OF THE TWENTIETH JUDICIAL CIRCUIT IN AND FOR
LEE COUNTY, FLORIDA CIVIL ACTION

TAYLOR, BEAN & WHITAKER
MORTGAGE CORP.,

Plaintiff,

vs.

CASE NO. 08-CA-18015

KRISTINA MAXWELL a/k/a
KRISTINA MICHELLE MAXWELL;
JANE AND JOHN DOE, OCCUPANTS;
AND TERRACE IV AT RIVERWALK
CONDOMINIUM ASSOCIATION,
INC.,

COPY

Defendants.

RECEIVER'S (FIRST) LIEN CERTIFICATE

NO. 1

FOR VALUE RECEIVED, the undersigned, R. David Isley, as the duly appointed Receiver in this action and not in his individual capacity ("Receiver"), promises to pay to the order of _____ or its successor and assigns, the sum of _____ and ___/100 Dollars (\$ _____), with interest thereon, computed daily on the principal balance outstanding hereunder, from the date hereof until paid, at the variable rate equal to two percent (2%) per annum in excess of the Prime Rate as published in the Wall Street Journal ("Index") which interest rate will be adjusted from time to time based upon the Index then in effect, which adjustments will be effective on the date of change of the Index. The sums due on this Certificate,

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EXHIBIT "B"

together with all accrued interest, shall be paid on or before the entry of an Order of Dismissal of the Complaint filed by Plaintiff or a Final Judgment in favor of Plaintiff in the above styled action, whichever shall first occur. Both principal and interest are payable in lawful money of the United States of America at the main office of the holder, or at such other place as the holder may designate.

Pursuant to the Order of the Court in this action, this certificate constitutes a lien upon all property, real, personal and mixed, of whatsoever nature or character, wherever situated, which is described in the security instruments attached to Plaintiff's Complaint heretofore filed in this action, and upon all rents, assessments, earnings, and income therefrom (all herein called the "Property"). The lien of this Certificate upon the Property is prior and superior to the rights, titles, and interests of: (a) all parties named in the captioned action; (b) the lien of the mortgages and other security instruments sought to be foreclosed herein, and the indebtedness and obligations secured thereby; (c) any judgment holders or mechanic's liens against the Property; and (d) the claims of all stockholders, partners, or creditors of the owners of the Property or of anyone claiming by, through, or under those owners; provided, however, that no Certificate of Indebtedness issued in this action shall have priority over any other Certificate of Indebtedness issued in this action, either as to principal or interest.

Without limitation of the foregoing, the indebtedness evidenced by this Certificate of Indebtedness is also secured by the lien and security interest of the mortgage and

security instruments which encumber the Property and for which foreclosure is sought by Plaintiff, Taylor, Bean & Whitaker Mortgage Corp., in this action.

This Certificate of Indebtedness is executed by the Receiver, not personally, but as Receiver aforesaid and is payable only out of the Property and in the manner provided by Order authorizing such Certificate. No personal liability shall be asserted or shall be enforceable against the Receiver hereunder.

IN WITNESS WHEREOF, the Receiver has executed this Certificate on this ____ day of _____, 2009.

R. David Isley
Not individually, but as Receiver