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**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** Request for Reduction of Code Enforcement Lien, Case # 08-142-CEB, – 571 Grove Ct Trust (previous owner) and U.S. Bank, N.A.(current owner)

**DEPARTMENT:** Planning and Development      **DIVISION:** Planning

**AUTHORIZED BY:** Dori DeBord      **CONTACT:** Carolyn Jane Spencer      **EXT:** 7403

**MOTION/RECOMMENDATION:**

(A) Approve a reduction to the Code Enforcement Board lien from \$27,000.00 to \$4,015.38 which represents a 90% reduction of the total lien plus administrative costs of \$1,315.38 for Case # 08-142-CEB on the property located at 571 Grove Court, Altamonte Springs - 571 Grove Ct Trust (previous owner) and U.S. Bank, N.A. (current owner), and require this reduced amount to be paid within 60 days or the lien will revert to its original amount (\$27,000.00) and upon payment in full, authorize the Chairman to execute the Satisfaction of Lien (Staff Recommendation); or

(B) Approve a reduction to the Code Enforcement Board lien which totals \$27,000.00 to an amount set by the Board of County Commissioners for Case # 08-142-CEB on the property located at 571 Grove Court, Altamonte Springs - 571 Grove Ct Trust (previous owner) and U.S. Bank, N.A.(current owner), and require this reduced amount to be paid within 60 days or the lien will revert to its original amount (\$27,000.00) and upon payment in full, authorize the Chairman to execute the Satisfaction of Lien; or

(C) Approve a request to waive the Code Enforcement Board lien which totals \$27,000.00 for Case # 08-142-CEB on the property located at 571 Grove Court, Altamonte Springs - 571 Grove Ct Trust (previous owner) and U.S. Bank, N.A.(current owner), and authorize the Chairman to execute the Satisfaction of Lien; or

(D) Deny a reduction to the Code Enforcement Board lien in the amount of \$27,000.00 for Case # 08-142-CEB on the property located at 571 Grove Court, Altamonte Springs - 571 Grove Ct Trust (previous owner) and U.S. Bank, N.A. (current owner), and require this amount to be paid within 60 days and upon payment in full, authorize the Chairman to execute the Satisfaction of Lien.

District 3 Dick Van Der Weide

Tina Williamson

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**BACKGROUND:**

In accordance with Section 3.20 of the Seminole County Administrative Code, the Deputy County Manager requests that the following lien reduction request be processed.

In response to a complaint, on April 22, 2008, the Code Enforcement Officer observed the following violations located at 571 Grove Court, Altamonte Springs: Uncultivated vegetation in excess of 24” in height and located within 75’ from any structure and stagnant or foul water in a swimming pool in violation of Seminole County Code Section 95.4, as defined in Section

95.3 (h) and (n).

The timeline on these violations is below:

<b>DATE</b>	<b>ACTION</b>	<b>RESULT</b>
* July 5, 2007	<i>Lis Pendens filed in the name of the previous owner, Bernard Hamilton.</i>	<i>U.S. Bank's Notice of Lis Pendens recorded.</i>
* December 7, 2007	<i>Bernard Hamilton transferred ownership of this property to 571 Grove Ct Trust</i>	
* April 18, 2008	<i>Summary Final Judgment of Foreclosure in the name of the previous owner, Bernard Hamilton</i>	<i>U.S. Bank's final judgment recorded.</i>
May 5, 2008	Notice of Violation issued to Respondents	Violations remain.
August 12, 2008	Statement of Violation and Request for Hearing	Filed by Code Enforcement Officer.
August 21, 2008	Notice of Hearing mailed to Respondents	Signed certified mail receipt returned to Clerk dated August 25, 2008 from 571 Grove Ct Trust  When this case was opened, according to our policy, a lis pendens search was performed in the name which appeared on the Property Appraiser data, 571 Grove Ct Trust. No Lis Pendens was discovered in that name. A Lis Pendens that had been filed on July 3, 2007 which named Bernard L. Hamilton as the Defendant was not discovered. Since no lis pendens was discovered, the Notice of Hearing and subsequent paperwork were not sent to the foreclosing entity, U.S. Bank.
September 25, 2008	Code Board Hearing – Findings of Fact, Conclusions of Law and Order	Order entered by Code Enforcement Board giving a compliance date of October 14, 2008 with a fine of \$200.00 per day if violations are not corrected by compliance date.
October 16, 2008	Affidavit of Non-Compliance filed by the Code Enforcement Officer after reinspection on October 15, 2008	Violations remain.
December 4, 2008	Code Board Hearing – Order Finding Non-Compliance and Imposing Fine/Lien	Order entered by the Code Enforcement Board imposing a lien of \$10,200.00 with fine continuing to accrue at \$200.00 per day until compliance is obtained.
February 24, 2009	Certificate of Title	Judgment of Foreclosure extinguished the accruing lien from inception to Certificate of Title. Ownership transferred to U.S. Bank. Lien begins to accrue as of this date.
July 9, 2009	Affidavit of Compliance filed by Code Enforcement Officer after reinspection on July 9, 2009	Violations corrected.

		Lien totals \$27,000.00 for 135 days of non-compliance, from Certificate of Title date until final compliance date.
August 4, 2009	Request for Reduction received	

*\* Not part of original file*

The Board considers the individual facts of each case when determining whether to reduce a lien. In addition, the Board adopted the following guidelines on February 9, 1999 to use when considering lien reductions:

1. If an individual has acquired a property in which the lien was recorded and the individual bought the property with this knowledge, a waiver or reduction in lien should not be granted. In such cases, the lien should have been considered in reaching a purchase price.
2. If a lien is not considered when a title insurance policy is issued, a reduction of the lien to provide relief to a title insurer should not be granted. To do so would place the County in the position of indemnifying an insurance company against its losses, which are reflected in premium charges.
3. If a lien has previously been reduced, and another request is received for a lien reduction, whether from the original property owner or new owner, a reduction or waiver should not be granted. If the BCC grants relief to a violator, its action should be final and conclusive.
4. When considering a request and in developing a recommendation to the BCC, staff should evaluate the amount of the lien compared to the value of the property and the actions the violator did or did not take in attempting to resolve the code violation. Per the Property Appraiser information, the assessed value of the property is \$160,715.00. The lien totals \$27,000.00.
5. When liens are satisfied as a result of either full payment or reduced/eliminated payment as directed by the BCC, the lien satisfaction instrument will be provided to the property owner who shall be responsible for recording the instrument in the land records.

**STAFF RECOMMENDATION:**

Staff recommends that the Board reduce the amount of the lien in the amount of \$27,000.00 to \$4,015.38 which represents a 90% reduction of the total lien plus administrative costs of \$1,315.38 for the property located at 571 Grove Court, Altamonte Springs, based on the following facts:

- 1) Based on established Planning procedures, these types of violations and being in non-compliance for 135 days would warrant a 90% reduction of lien.

Staff further recommends that this amount, \$4,015.38, be paid within 60 days or the lien will revert to its original amount (\$27,000.00) and upon payment in full authorize the Chairman to execute the Satisfaction of Lien.

**ATTACHMENTS:**

1. Lis Pendens
2. Warranty Deed to Trustee
3. Summary Judgment of Foreclosure
4. Statement of Violation
5. Notice of Hearing
6. Findings of Fact, Conclusions of Law & Order
7. Affidavit Of Non Compliance
8. Order imposing Lien
9. Certificate of Title
10. Affidavit Of Compliance
11. Request For Reduction Of Penalty
12. Property Appraiser Data
13. Estimate of Costs SCSO & Planning
14. Satisfaction of Lien

**Additionally Reviewed By:**

County Attorney Review ( Melissa Clarke )

THIS IS NOT A COURT DOCUMENT

IN THE CIRCUIT COURT FOR SEMINOLE  
COUNTY, FLORIDA. CIVIL DIVISION

CASE NO. 07CA1919-14-G

US BANK NATIONAL ASSOCIATION, AS  
TRUSTEE FOR THE MLMI SURF TRUST  
SERIES 2007(BC),

Plaintiff,

vs.

BERNARD L. HAMILTON, JR.; DENISE D.  
HAMILTON; UNKNOWN TENANT NO. 1;  
UNKNOWN TENANT NO. 2 and ALL  
UNKNOWN PARTIES CLAIMING INTERESTS  
BY, THROUGH, UNDER OR AGAINST A  
NAMED DEFENDANT TO THIS ACTION, OR  
HAVING OR CLAIMING TO HAVE ANY RIGHT,  
TITLE OR INTEREST IN THE PROPERTY  
HEREIN DESCRIBED,

Defendants.

FILED IN OFFICE OF  
MARYANNE MORSE  
CLERK CIRCUIT COURT  
2007 JUL -3 PM 1:29  
BY SEMINOLE CO. FLA.  
D.C.

NOTICE OF LIS PENDENS

NOTICE IS HEREBY GIVEN that suit was instituted in the above styled Court on

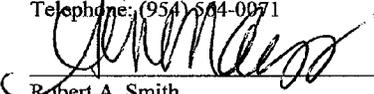
\_\_\_\_\_, 2007, by the above styled Plaintiff against the above styled Defendants. The purpose

of the suit is to foreclose a certain mortgage upon the following property:

LOT 106, TRAILWOOD ESTATES, SECTION ONE, ACCORDING TO THE PLAT  
THEREOF, AS RECORDED IN PLAT BOOK 16, PAGES 27 AND 28, OF THE PUBLIC  
RECORDS OF SEMINOLE COUNTY, FLORIDA.

All persons are therefore warned and advised of the pendency of this suit.

SMITH, HIATT & DIAZ, P.A.  
Attorneys for Plaintiff  
PO BOX 11438  
Fort Lauderdale, FL 33339-1438  
Telephone: (954) 564-0071

By:   
Robert A. Smith  
Florida Bar No. 116186  
Patrice Tedesco  
Florida Bar No. 0628451  
AnneMarie H. Bui  
Florida Bar No. 0030143

P

Prepared by: *Bernard L. Hamilton, Jr. and Denise D. Hamilton*  
Return to:  
HP Consulting Group  
P.O. Box 520385 - Longwood, FL 32752

1 FRONT FOR FILE BY CLERK OF COURT OF SEMINOLE COUNTY AND THE CLERK OF THE COUNTY OF SEMINOLE COUNTY

MARYANNE MORSE, CLERK OF CIRCUIT COURT  
SEMINOLE COUNTY  
BK 06883 Pgs 1720 - 1721 (2pgs)  
CLERK'S # 2007169822  
RECORDED 12/07/2007 03:28:31 PM  
DEED DOC TAX 0.70  
RECORDING FEES 18.50  
RECORDED BY H DeVore

### Warranty Deed to Trustee

*The Grantor(s)* Bernard L. Hamilton, Jr. and Denise D. Hamilton, Husband and Wife, of the County of Seminole and the State of Florida for and in consideration of \$10.00, and other good and valuable considerations in hand paid, conveys, grants, bargains, sells, aliens, renounces, releases, confirms and warrants under provisions of Section 689.071 Florida Statutes:

Unto 571 Grove Ct/HP Consulting Group as Trustee (mail taxes to P.O. Box 521052, Longwood, Florida 32752) and not personally under the provisions of a trust agreement dated the 21 day of SEPT, 2007, known as Trust Number 571 Grove Ct State of Florida to wit:

Lot 106, TRAILWOOD ESTATES, SECTION ONE, according to the plat thereof as recorded in Plat Book 16, Pages 27 & 28, Public Records of Seminole County, Florida..

*Together* with all the tenements, hereditaments, and appurtenances thereto, belonging or in anywise appertaining.

*To Have and to Hold* the said premises in fee simple forever, with the appurtenances attached thereto upon the trust and for the uses and purposes herein and in said Trust Agreement set forth.

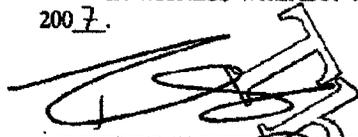
*Full* power and authority granted to said Trustee, with respect to the said premises or any part of it, and at any time or times, to subdivide said premises or any part thereof to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to resubdivide said property as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey either with or without consideration, to donate, to mortgage, pledge or otherwise encumber said property, or any part thereof, to lease said property or any part thereof, from time to time, in possession or reversion by leases to commence now or later, and upon any terms and for any period or periods of time and to renew or extend leases upon any terms and for any period or periods of time and to amend, change, or modify leases and the terms and provisions thereof at any time hereafter, to contract to make leases and to grant options to lease and options to renew or extend leases upon any terms and for any period or periods of time and to amend, change, or modify leases and the terms and provisions thereof at any time hereafter, to contract to make leases and to grant options to lease and options to renew leases and options to purchase the whole or any part of the reversion and to contract respecting the manner of fixing the amount of present or future rents, to partition or to exchange said property or any part thereof for other real or personal property, to grant easements changes of any kind, to release, convey or assign any right, title or interest in or about or easement appurtenant to said premises or any part thereof, and to deal with said property and every part thereof in all other ways and for such other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to or different from the ways above specified, at any time or times hereafter. In addition, the trustee is granted all the powers under Florida Statutes, Section 689.071.

*In No Case* shall any party dealing with the said trustee in relation to said premises, to whom said premises or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said trustee, be obliged to see to the application of any purchase money, rent, or money borrowed or advanced on said premises, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of said trustee, or be obliged or privileged to inquire into any of the terms of said trust agreement; and every deed, mortgage, lease or other instrument executed by said trustee in relation to said real estate shall be conclusive evidence in favor of every person relying upon or claiming under such conveyance, lease or other instrument, (a) that at the time of delivery thereof, the trust created by this Indenture and by said trust agreement was in full force and effect, (b) that such conveyance or other instrument was executed in full accordance of the trust's conditions and limitation contained herein and in said trust agreement or in some amendment thereof and binding upon all beneficiaries thereunder and (c) that said trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument.

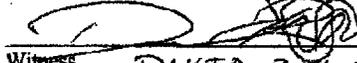
**The Interest** of each and every beneficiary hereunder and of all persons claiming under them or any of them shall be only in the earnings, avails, and proceeds arising from the sale or other disposition of said real estate, and such interest is hereby declared to be personal property. No beneficiary hereunder shall have any title or interest legal or equitable, in or to said real estate as such, but only an interest in the earnings, avails and proceeds thereof as aforesaid.

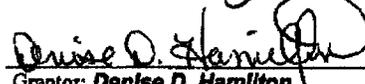
**And** the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2006.

IN WITNESS WHEREOF the Grantor aforesaid has hereunto set his hand and seal this 21 day of SEPT 2007.

  
Witness Amela Howard

 (Seal)  
Grantor: Bernard L. Hamilton, Jr.

  
Witness DAVID BRAND

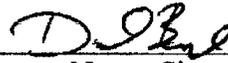
 (Seal)  
Grantor: Denise D. Hamilton

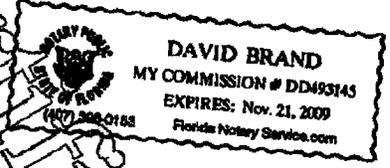
State of Florida,

County of \_\_\_\_\_

**I Hereby Certify** that on this day, before me, an officer duly authorized in the State of Florida, to take acknowledgments, personally appeared Bernard L. Hamilton, Jr. and Denise D. Hamilton to me known as the person(s) described in and who executed the foregoing instrument and Acknowledged before me that (he/she/they) executed the same.

Nov 9 2009  
My Commission Expires  
ORANGE  
My County of Residence

  
Notary Signature  
DAVID BRAND  
Printed Notary



COPIED COPY

IN THE CIRCUIT COURT FOR SEMINOLE  
COUNTY, FLORIDA. CIVIL DIVISION

CASE NO. 092007CA001919XXXXXX

US BANK, NATIONAL ASSOCIATION, AS  
TRUSTEE FOR THE MLMI SURF TRUST  
SERIES 2007-BC1,

Plaintiff,

vs.

BERNARD L. HAMILTON, JR.; DENISE D.  
HAMILTON; UNKNOWN TENANT NO. 1;  
UNKNOWN TENANT NO. 2, and ALL  
UNKNOWN PARTIES CLAIMING INTERESTS  
BY, THROUGH, UNDER OR AGAINST A  
NAMED DEFENDANT TO THIS ACTION, OR  
HAVING OR CLAIMING TO HAVE ANY RIGHT,  
TITLE OR INTEREST IN THE PROPERTY  
HEREIN DESCRIBED,

Defendants.

FILED IN OFFICE  
MARYANNE MORSE  
CLERK CIRCUIT COURT  
2008 APR 16 PM 3:12  
BY SEMINOLE CO. FLA.  
D.C.

**SUMMARY FINAL JUDGMENT  
OF FORECLOSURE**

THIS ACTION came before the Court upon pleadings and proofs submitted herein, the motion of the Plaintiff, for the entry of a Summary Final Judgment, and on the evidence presented,

IT IS ADJUDGED THAT:

1. This Court has jurisdiction of the subject matter hereof and the parties hereto. The equities of this action are with the Plaintiff, US Bank, National Association, as Trustee for the MLMI SURF Trust Series 2007-BC1, There is due to the Plaintiff, the sums of money as hereafter set forth:

A. Principal Balance	\$ 199,184.62
B. 8.9% interest at \$48.57 per diem from February 1, 2007 thru October 29, 2007	13,113.44
C. Interest from October 30, 2007 thru April 16, 2008	8,256.90

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D. Pre-Acceleration Late Charges	238.92
E. Property Inspection	91.00
F. Broker's Price Opinion	200.00
G. Less Suspense Credit	(86.75)
H. Speed pay fees	25.00
I. Property Inspections	91.00
J. Property Occupancy Inquiry	100.00
K. Title Search	350.00
L. Filing Fee	260.00
M. Service of Process	180.00
N. Re-Recording Fee of Mortgage in correct county	197.00
O. Attorneys' Fees	1,200.00
TOTAL	\$ 223,401.13

2. The Court finds, pursuant to Florida Patient's Compensation Fund v. Rowe, 472 So.2d 1145 (Fla. 1985), that the number of hours expended by Plaintiff's Counsel and the hourly rate charged are reasonable in light of the complexity of this cause, the result obtained, the degree of expertise necessary and the amount in controversy. The court finds, therefore, that the attorneys' fees awarded are reasonable under Florida law.

3. The original promissory note having been presented and delivered to the Court, Count I of Plaintiff's Complaint is hereby deemed moot.

4. A lien is held by the Plaintiff for the total sum specified in paragraph 1, plus interest, superior in dignity to any right, title, interest, or claim of the Defendants upon the mortgaged property herein foreclosed situate, lying and being in Seminole County, Florida, to-wit:

LOT 106, TRAILWOOD ESTATES, SECTION ONE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 16, PAGES 27 AND 28, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

If the total sum due to the Plaintiff, plus interest on the unpaid principal at the rate prescribed in the note and mortgage to date, and at the current statutory interest rate of 11% per year after the date through which interest is calculated in paragraph 1 above, and all costs of this proceeding incurred after the date of this Judgment are not forthwith paid, the Clerk of this Court shall sell that property at public sale at 11:00 a.m. on the 17 day of June, 2008, to the highest bidder or bidders for cash the Seminole County Courthouse, 301 North Park Avenue, Room S201, Sanford, Florida 32771, after having first given notice as required by Section 45.031, Florida Statutes, except the Clerk shall not conduct the sale unless the Plaintiff or its representative is present to bid.

6. Plaintiff shall advance the cost of publishing the Notice of Sale and shall be reimbursed by the Clerk out of the proceeds of the sale if the Plaintiff is not the purchaser of the property, but such reimbursement will not be by the Clerk unless the Affidavit of Post Judgment Advances has been filed. The purchaser at the sale shall pay, in addition to the amount bid, the Clerk's fee, Clerk's registry fee and documentary stamps to be affixed to the Certificate of Title.

7. The Plaintiff may assign the Judgment or the bid to a third party without further order of the Court.

8. If the Plaintiff or Plaintiff's assignee is the purchaser at the sale, the Clerk shall credit on the bid of the Plaintiff or Plaintiff's assignee the total sum herein found to be due the Plaintiff or such portion thereof as may be necessary to pay fully the bid of the Plaintiff or Plaintiff's assignee.

9. On filing the Certificate of Title, the Clerk shall distribute the proceeds of the sale

to Plaintiff c/o Smith, Hiatt & Diaz, P.A., PO BOX 11438, Fort Lauderdale, FL 33339-1438, so far as they are sufficient, by paying:

- A. All of Plaintiff's costs,
- B. Plaintiff's attorneys' fees,
- C. The total sum due to Plaintiff as set forth above, less the items paid, with interest

at the current statutory interest rate from the date through which interest is calculated in paragraph 1 above to the date of the sale. If, subsequent to the date of the Plaintiff's Affidavit of Indebtedness and prior to the sale contemplated in paragraph 5 hereof, the Plaintiff has to advance money to protect its mortgage lien, including but not limited to post judgment advances for property taxes and insurance, property preservation costs, post judgment attorney's fees and costs and post judgment bankruptcy attorney fees and costs, the Plaintiff or its Attorneys shall certify by affidavit to the Clerk and the amount due to Plaintiff shall be increased by the amount of such advances without further order of the Court.

- D. The remaining proceeds, if any, shall be retained by the Clerk pending further Order of the Court.

10. If the United States of America is a Defendant in this action, they shall have the right of redemption provided by 28 U.S.C. §2410(c) from the issuance of a Certificate of Title, but the right shall thereafter expire.

11. Upon filing the Certificate of Sale, the Defendants and all persons claiming under or against them since the filing of the Notice of Lis Pendens shall be foreclosed of all estate or claim in the property, with the exception of any assessments that are superior pursuant to Florida Statutes, Section 718.116. **Any claim of a Defendant Homeowners Association, as defined under Florida Statute §720.301, are hereby foreclosed, and any successful purchaser of the property at foreclosure sale shall be governed by Florida Statute §720.3085(1) only, and shall not be jointly and severally liable with the previous owner of the property.** Upon issuance of the Certificate of Title, the purchaser at the sale

shall be let into possession of the property located at 571 GROVE COURT, ALTAMONTE SPRINGS, FL 32714. The Clerk of the Court is hereby specifically authorized to issue a Writ of Possession for the property which is the subject matter of this action, and the Sheriff is hereby authorized to serve the Writ forthwith.

12. IF THIS PROPERTY IS SOLD AT PUBLIC AUCTION, THERE MAY BE ADDITIONAL MONEY FROM THE SALE AFTER PAYMENT OF PERSONS WHO ARE ENTITLED TO BE PAID FROM THE SALE PROCEEDS PURSUANT TO THIS FINAL JUDGMENT.

13. IF YOU ARE A SUBORDINATE LIENHOLDER CLAIMING A RIGHT TO FUNDS REMAINING AFTER THE SALE, YOU MUST FILE A CLAIM WITH THE CLERK NO LATER THAN 60 DAYS AFTER THE SALE. IF YOU FAIL TO FILE A CLAIM, YOU WILL NOT BE ENTITLED TO ANY REMAINING FUNDS.

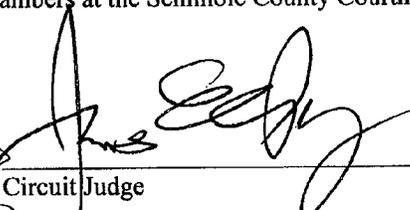
14. IF YOU ARE THE PROPERTY OWNER, YOU MAY CLAIM THESE FUNDS YOURSELF. YOU ARE NOT REQUIRED TO HAVE A LAWYER OR ANY OTHER REPRESENTATION AND YOU DO NOT HAVE TO ASSIGN YOUR RIGHTS TO ANYONE ELSE IN ORDER FOR YOU TO CLAIM ANY MONEY TO WHICH YOU ARE ENTITLED. PLEASE CHECK WITH THE CLERK OF THE COURT, OF SEMINOLE COUNTY WITHIN TEN (10) DAYS AFTER THE SALE TO SEE IF THERE IS ADDITIONAL MONEY FROM THE FORECLOSURE SALE THAT THE CLERK HAS IN THE REGISTRY OF THE COURT.

15. IF YOU DECIDE TO SELL YOUR HOME OR HIRE SOMEONE TO HELP YOU CLAIM THE ADDITIONAL MONEY, YOU SHOULD READ VERY CAREFULLY ALL PAPERS YOU ARE REQUIRED TO SIGN, ASK SOMEONE ELSE, PREFERABLY AN ATTORNEY WHO IS NOT RELATED TO THE PERSON OFFERING TO HELP YOU, TO MAKE SURE THAT YOU UNDERSTAND WHAT YOU ARE SIGNING AND THAT YOU ARE NOT TRANSFERRING YOUR PROPERTY OR THE EQUITY IN YOUR PROPERTY WITHOUT THE PROPER INFORMATION. IF YOU CANNOT AFFORD TO PAY AN ATTORNEY, YOU MAY CONTACT THE COUNTY LEGAL

AID OFFICE OF SEMINOLE COUNTY BAR ASSOCIATION LEGAL AID SOCIETY, INC., 101 WEST PALMETTO AVENUE, LONGWOOD, FL 32750, PHONE: (407) 834-1660 TO SEE IF YOU QUALIFY FINANCIALLY FOR THEIR SERVICES. IF THEY CANNOT ASSIST YOU, THEY MAY BE ABLE TO REFER YOU TO A LOCAL BAR REFERRAL AGENCY OR SUGGEST OTHER OPTIONS. IF YOU CHOOSE TO CONTACT Seminole COUNTY AID SERVICES FOR ASSISTANCE, YOU SHOULD DO SO AS SOON AS POSSIBLE AFTER RECEIPT OF THIS NOTICE.

16. The Court retains jurisdiction of this action to enter further orders as are proper including, without limitation, deficiency judgments.

**DONE AND ORDERED** in Chambers at the Seminole County Courthouse, Sanford, Florida on April 16, 2008

  
Circuit Judge

Copies furnished:

Ryan T. Cox, Esquire  
SMITH, HIATT & DIAZ, P.A.  
Attorneys for Plaintiff  
PO BOX 11438  
Fort Lauderdale, FL 33339-1438  
Telephone: (954) 564-0071

All parties on the attached service list

6029-37853

**SERVICE LIST**

Case No. 592007CA001919XXXXXX

BERNARD L. HAMILTON, JR.  
571 Grove Court  
Altamonte Springs, FL 32714

DENISE D. HAMILTON  
571 Grove Court  
Altamonte Springs, FL 32714

This is a certified copy

CODE ENFORCEMENT BOARD  
SEMINOLE COUNTY, FLORIDA

CEB NO. 08-142 CEB

STATEMENT OF VIOLATION(S) AND REQUEST FOR HEARING

Pursuant to Florida State Statute Chapter 162, and Chapter 53 Seminole County Code, the undersigned Code Enforcement Officer hereby gives notice of an uncorrected violation of the Codes or Ordinances of Seminole County, as more particularly described herein, and hereby request a public hearing before the Board.

VIOLATION OF CODE OR ORDINANCE, SECTION OR NUMBER: **Seminole County Code, Section 95.4 as defined in Sec. 95.3 (h) and (n)**

LOCATION/ADDRESS WHERE VIOLATION(S) EXISTS: **21-21-29-5CN-0000-1060  
571 Grove Ct  
Altamonte Springs, FL Seminole County**

District # 7  
Commissioner District 3

NAME AND ADDRESS OF OWNER: **571 Grove Ct Trust  
HP Consulting Group (Trustees)  
Grantors/Bernard L Hamilton Jr and Denise D Hamilton  
PO Box 521052  
Longwood, FL 32752**

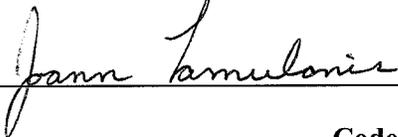
DESCRIPTION OF VIOLATION: **Uncultivated vegetation in excess of 24 inches in height within 75ft of a structure & stagnant or foul water within a swimming pool.**

DATE VIOLATION(S) FIRST OBSERVED: **04-22-08**  
DATE VIOLATION(S) NOTICE ISSUED: **05-05-08**  
DATE VIOLATION(S) TO BE CORRECTED: **05-29-08**  
DATE OF LAST INSPECTION: **08-11-08**

INSPECTION RESULTS: **Uncultivated vegetation in excess of 24 inches in height within 75ft of a structure remains on the property.**

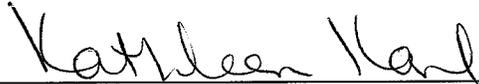
Based upon the foregoing, the undersigned Code Enforcement Officer hereby certifies that the above described violation(s) continues to exist, that attempts to secure compliance with the Code(s) or Ordinances(s) of Seminole County have failed as aforesaid, and that the violation(s) should be referred to the Board for a public hearing.

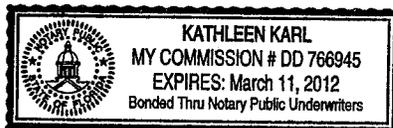
DATED THIS 12<sup>th</sup> DAY OF 2008 AUGUST

  
\_\_\_\_\_  
**Joann Tamulonis**  
Code Enforcement Officer

STATE OF FLORIDA)  
COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before me on this the 12<sup>th</sup> day AUGUST 2008 by Joann Tamulonis, who is personally known to me, and who did take an oath.

  
\_\_\_\_\_



Notary Public in and for  
the County and State Aforementioned  
My commission expires:

**CODE ENFORCEMENT BOARD  
SEMINOLE COUNTY, FLORIDA**

**SEMINOLE COUNTY**, a political subdivision  
of the State of Florida,

**CASE NO – 08-142-CEB**

Petitioner,

vs.

**571 GROVE CT TRUST  
PARCEL I.D. NO – 21-21-29-5CN-0000-1060**



Respondent.

---

**NOTICE OF HEARING**

To: **571 GROVE CT TRUST  
HP CONSULTING GROUP, TRUSTEES  
BERNARD L. & DENISE D. HAMILTON, GRANTORS  
P.O. BOX 521052  
LONGWOOD, FL 32752**

**NOTICE** is hereby given that the Code Enforcement Board of Seminole County, Florida, intends to hold a public hearing at **1:30 PM**, or as soon thereafter as possible, at its regular meeting on **THURSDAY, the 25th day of September 2008**, at the Seminole County Services Building, BCC Chambers, 1101 East First Street, Sanford, Florida, to consider whether a violation of the Codes or Ordinances of Seminole County exists on the above-named party's property. Specifically:

- 1) UNCULTIVATED VEGETATION IN EXCESS OF 24" IN HEIGHT AND LOCATED WITHIN 75' FROM ANY STRUCTURE**
- 2) STAGNANT OR FOUL WATER IN A SWIMMING OR WADING POOL**

FOR ADDITIONAL INFORMATION REGARDING THIS NOTICE, PLEASE CONTACT THE PLANNING/CODE ENFORCEMENT BOARD OFFICE AT (407) 665-7403.

**PERSONS WITH DISABILITIES NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDINGS SHOULD CONTACT THE EMPLOYEE RELATIONS DEPARTMENT ADA COORDINATOR 48 HOURS IN ADVANCE OF THE MEETING AT 665-7941.**

**PERSONS ARE ADVISED THAT IF THEY DECIDE TO APPEAL ANY DECISIONS MADE AT THESE MEETINGS/HEARINGS, THEY WILL NEED A RECORD OF THE PROCEEDINGS AND FOR SUCH PURPOSE, THEY MAY NEED TO INSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS BASED, PER SECTION 285.0105.**

**DATED** this 21st day of August 2008.

Jane Spencer  
Clerk to the Code Enforcement Board  
Seminole County, Florida

RETURN TO SANDY MCCANN

YVONNE MORSE, CLERK OF CIRCUIT COURT  
SEMINOLE COUNTY  
BK 07071 Pgs 0669 - 670; (2pgs)  
CLERK'S # 2008110969  
RECORDED 09/30/2008 02:12:17 PM  
RECORDING FEES 18.50  
RECORDED BY G Harford

**CODE ENFORCEMENT BOARD  
SEMINOLE COUNTY, FLORIDA**

**SEMINOLE COUNTY**, a political  
Subdivision of the State of Florida,

**CASE NO. 08-142-CEB**

Petitioner,  
vs.

**571 GROVE CT TRUST  
PARCEL I.D. NO. - 21-21-29-5CN-0000-1060**

Respondent.

**CERTIFIED COPY**  
CLERK OF THE  
CODE ENFORCEMENT BOARD  
SEMINOLE COUNTY, FL

BY: *[Signature]*  
DATE: 9/29/08

**FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER**

Based on the testimony and evidence presented in case number 08-142-CEB, it is determined that the Respondent is:

- (a) the owner of record of the property (Tax Parcel ID # 21-21-29-5CN-0000-1060) located at 571 Grove Ct, Altamonte Springs, located in Seminole County and legally described as follows:

LEG LOT 106 TRAILWOOD ESTATES SEC 1  
PB 16 PG 28

- (b) in possession or control of the property, and
- (c) in violation of Seminole County Code, Chapter 95, Section 95.4, as defined in Section 95.3 (h) and (n).

It is hereby ordered that the Respondent shall correct the violations on or before October 14, 2008. In order to correct the violations, the Respondent shall take the following remedial action:

- 1) REMOVE THE UNCULTIVATED VEGETATION IN EXCESS OF 24" IN HEIGHT AND LOCATED WITHIN 75' FROM ANY STRUCTURE
- 2) REMOVE THE STAGNANT OR FOUL WATER WITHIN A SWIMMING OR WADING POOL

If the Respondent does not comply with the Order, a fine of \$ 200.00 per day will be imposed for each day the violations continue or are repeated after compliance past October 14, 2008.

The Respondent is further ordered to contact the Seminole County Code Officer to arrange for an inspection of the property to verify compliance. Any fine imposed shall continue to accrue until the Code Officer inspects the property and verifies compliance with this Order.

This Order shall be recorded in the official land records of Seminole County.

DONE AND ORDERED this 25th day of September 2008, in Seminole County, Florida.

CODE ENFORCEMENT BOARD  
SEMINOLE COUNTY, FLORIDA

  
TOM HAGOOD, CHAIR

STATE OF FLORIDA     )  
COUNTY OF SEMINOLE )

The foregoing instrument was acknowledged before me this 25th day of September 2008, by Tom Hagood, who is personally known to me.

  
Jane Spencer  
Notary Public to and for the  
County and State aforementioned.  
My Commission Expires





MARYANNE MORSE, CLERK OF CIRCUIT COURT  
SEMINOLE COUNTY  
BK 07105 Pgs 1365 - 1366; (2pgs)  
CLERK'S # 2008137857  
RECORDED 12/15/2008 04:16:29 PM  
RECORDING FEES 18.50  
RECORDED BY G Harford

**CODE ENFORCEMENT BOARD  
SEMINOLE COUNTY, FLORIDA**

**SEMINOLE COUNTY**, a political  
Subdivision of the State of Florida,

**CASE NO. 08-142-CEB**

Petitioner,

vs.

**571 GROVE CT TRUST**  
PARCEL I.D. NO - 21-21-29-5CN-0000-1060

Respondent.

**CERTIFIED COPY**  
CLERK OF THE  
CODE ENFORCEMENT BOARD  
SEMINOLE COUNTY, FL

BY: *[Signature]*  
DATE: 12/11/08

**ORDER FINDING NON-COMPLIANCE AND IMPOSING FINE/LIEN**

The Respondent is the owner of record of the property (Tax Parcel I.D. # 21-21-29-5CN-0000-1060) located at 571 Grove Court, Altamonte Springs, located in Seminole County and legally described as follows:

LEG LOT 106 TRAILWOOD ESTATES SEC 1  
PB 16 PG 28

This case came on for public hearing before the Code Enforcement Board of Seminole County on September 25, 2008, after due notice to the Respondent. The Board, having heard testimony under oath and having received evidence, issued its Findings of Fact, Conclusions of Law and Order.

Said Order found Respondent in violation of Seminole County Code, Chapter 95, Section 95.4, as defined in Section 95.3 (h) and (n).

Said Order stated that a fine in the amount of \$200.00 per day would be imposed if the Respondent did not take certain corrective action by October 14, 2008.

An Affidavit of Non-Compliance had been filed by the Code Enforcement Officer, which Affidavit certified under oath that the required action had not been obtained after reinspection on October 15, 2008.

Accordingly, it having been brought to the Board's attention that Respondent has not complied with the Order dated September 25, 2008, the Board orders that a lien in the amount of \$10,200.00 for 51 days of non-compliance at \$200.00 per day, from October 15, 2008 through and including December 4, 2008, be imposed; and the fine

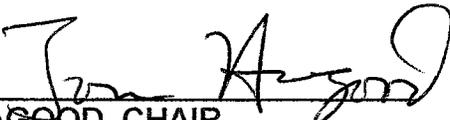
RETURN TO SANDY MCCANN

shall continue to accrue at \$200.00 per day for each day the violation continues or is repeated past December 4, 2008.

The Order shall be recorded in the official land records of Seminole County and shall constitute a lien against the land on which the violation exists and upon any other real or personal property owned by the Respondent.

**DONE AND ORDERED** this 4th day December, 2008, in Seminole County, Florida.

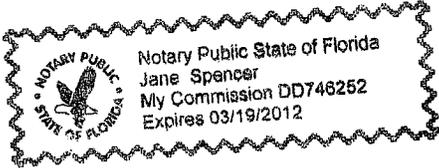
CODE ENFORCEMENT BOARD  
SEMINOLE COUNTY, FLORIDA

  
\_\_\_\_\_  
TOM HAGOOD, CHAIR

STATE OF FLORIDA            )  
COUNTY OF SEMINOLE    )

The foregoing instrument was acknowledged before me this 4th day of December, 2008, by Tom Hagood, who is personally known to me.

  
\_\_\_\_\_  
Jane Spencer  
Notary Public to and for the  
County and State aforementioned.  
My Commission Expires



IN THE CIRCUIT COURT FOR SEMINOLE COUNTY, FLORIDA. CIVIL DIVISION

CASE NO. 592007CA001919XXXXXX

US BANK, NATIONAL ASSOCIATION, AS TRUSTEE FOR THE MLMI SURF TRUST SERIES 2007-BC

Plaintiff,  
vs.

BERNARD L. HAMILTON, JR.; DENISE D. HAMILTON; UNKNOWN TENANT NO. 1; UNKNOWN TENANT NO. 2; and ALL UNKNOWN PARTIES CLAIMING INTERESTS BY, THROUGH, UNDER OR AGAINST A NAMED DEFENDANT TO THIS ACTION, OR HAVING OR CLAIMING TO HAVE ANY RIGHT, TITLE OR INTEREST IN THE PROPERTY HEREIN DESCRIBED,

Defendants.

MARYANNE MORSE, CLERK OF CIRCUIT COURT  
SEMINOLE COUNTY  
BK 07139 Pg 1555, (1pg)  
CLERK'S # 2009020542  
RECORDED 02/24/2009 02:34:27 PM  
DEED DOC TAX 0.70  
RECORDING FEES 0.00  
RECORDED BY G Harford

FILED IN OFFICE  
MARYANNE MORSE  
CLERK CIRCUIT COURT  
2009 FEB 23 AM 11:17  
BY SEMINOLE CO. FLA. D.C.

CERTIFICATE OF TITLE

The undersigned Clerk of the Court certifies that a Certificate of Sale was filed in this action on **FEB 10 2009** for the property described herein and that no objections to the sale have been filed within the time allowed for filing objections.

The following property in Seminole County, Florida:

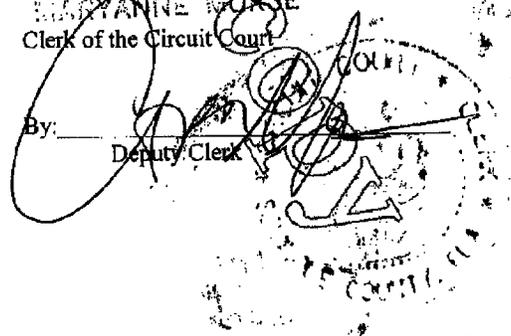
LOT 106, TRAILWOOD ESTATES, SECTION ONE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 16, PAGES 27 AND 28, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

was sold to: US BANK, NATIONAL ASSOCIATION, AS TRUSTEE FOR THE MLMI SURF TRUST SERIES 2007-BC1  
whose address is: c/o SMITH, HIATT & DIAZ P.A., PO BOX 11438, FT. LAUDERDALE, FL 33339-1438

WITNESS my hand and the seal of this Court on Feb 23 2009

MARYANNE MORSE  
Clerk of the Circuit Court

By: \_\_\_\_\_  
Deputy Clerk



6029-37853

CODE ENFORCEMENT BOARD  
SEMINOLE COUNTY, FLORIDA

SEMINOLE COUNTY, a political  
subdivision of the State of Florida

Case No. 08-142-CEB

Petitioner,  
vs.

571 Grove Ct. Trust

Respondent.  
\_\_\_\_\_ /

**AFFIDAVIT OF COMPLIANCE**

BEFORE ME, the undersigned authority, personally appeared **Joann D. Tamulonis**, Code Enforcement Officer for Seminole County Sheriff's Office, who, after being duly sworn, deposes and says:

1. That on **September 25, 2008** the Board held a public hearing and issued its Order in the above-styled matter.
2. That pursuant to said order, Respondent was to have taken certain corrective action by or before **October 14, 2008**.
3. That a re inspection was performed and the Respondent was in compliance on **July 9, 2009**
4. That the re inspection revealed that the corrective action ordered by the Board has been taken in that **the violation of uncultivated vegetation & stagnant or foul water within a swimming pool are no longer on the property.**

FURTHER AFFIANT SAYETH NOT. DATED this 9<sup>th</sup> day of July, 2009

Joann Tamulonis  
Joann Tamulonis, Code Enforcement Officer

STATE OF FLORIDA)  
COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of July, 2009, by **Joann Tamulonis**, who is personally known to me and who did take an oath.

Laura Fowler  
Notary Public in and for the County  
and State Aforementioned  
My commission expires:



**SEMINOLE COUNTY  
CODE ENFORCEMENT BOARD  
CASE NO. 08-142**

**REQUEST FOR REDUCTION OF PENALTY**

BY COMPLETING THIS FORM, YOU ARE MAKING STATEMENTS UNDER OATH

**INSTRUCTIONS:** Please fill in both sides of this form completely. Be specific when writing your statement. Please return this form to the Clerk to the Code Enforcement Board. The REQUEST FOR REDUCTION OF PENALTY will then be presented to the Board of County Commissioners at their next regularly-scheduled hearing, or as soon thereafter as possible, and you will be notified in writing of the Board's decision within 10 days after the hearing. If you are claiming medical or financial hardship, attach supporting documentation (*i.e.*, a doctor's statement or proof of income). If you have any questions, please call the Clerk at (407) 665-7403.

**Property Owner's Name:** U.S. Bank, National Association, as Trustee  
for the MLMI Surf Trust Series 2007-BC1.  
**Property Address:** 571 Grove Court, Altamonte Springs, FL.

**Phone number(s) where you can  
be reached during the day:** 813-728-1284

**Is the property now in compliance?** YES  NO   
(If No, explain in detail) \_\_\_\_\_

**Are you claiming a financial hardship?** YES \_\_\_\_\_ NO

**Are you claiming a medical hardship?** YES \_\_\_\_\_ NO

**If the property owner is unable to complete this form, list the name of the person who is legally authorized to act for the property owner and his/her relationship to the property owner:**

**Name:** Robert K. Bowen, Esq. Florida Bar No. 0531901  
**Relationship:** Attorney for Owner, U.S. Bank, N.A., as Trustee

RETURN COMPLETED, SIGNED AND NOTARIZED FORM TO:  
CLERK, SEMINOLE COUNTY CODE ENFORCEMENT  
1101 EAST FIRST STREET, SANFORD, FLORIDA 32771-1468

I, Robert K. Bowen, Esq., do hereby submit this **REQUEST FOR REDUCTION OF PENALTY** to request a reduction in the total amount of penalty imposed and in support offer the following statement:

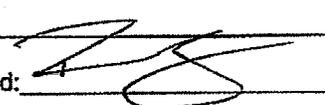
U.S. Bank, N.A., took title to the property at 571 Grove Court through a mortgage foreclosure. The Lis Pendens was recorded on July 5, 2007. The Seminole County Code Enforcement lien was recorded on December 15, 2008. The Certificate of Title unto U.S. Bank, N.A., was recorded on February 24, 2009.

Failure of Lien: Florida Statute section 48.23 specifically bars the attachment of the County's lien as it was recorded prior to the recording of the Lis Pendens and before the recording of the Certificate of Title

Lack of Notice: The Notice and subsequent Order Imposing Fine do not name U.S. Bank, nor where they sent to U.S. Bank. Accordingly, U.S. Bank was not provided advance notice of the hearing, lien or obligation.

Public Policy: The lender's objective in this instance is to market and sell the subject property in order to mitigate its losses incurred to date. Removing any possible impediments would advance this interest as well as the County's primary objective, having the property occupied and kept compliant with the local county codes and ordinances.

Date: July 30, 2009

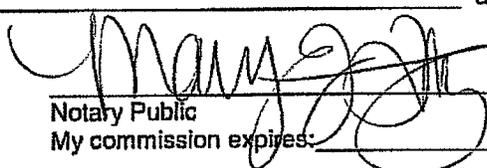
Signed: 

Print Name: Robert K. Bowen, Esq.

STATE OF FLORIDA  
COUNTY OF SEMINOLE

PERSONALLY appeared before me, the undersigned authority duly authorized to administer oaths and take acknowledgments, Robert K. Bowen, who after first being duly sworn, acknowledged before me that the information contained herein is true and correct. He/she  not personally known to me and has produced \_\_\_\_\_ as identification and did take an oath.

Date: July 31<sup>st</sup>, 2009

  
Notary Public

My commission expires: \_\_\_\_\_



RETURN COMPLETED, SIGNED AND NOTARIZED FORM TO:  
CLERK, SEMINOLE COUNTY CODE ENFORCEMENT  
1101 EAST FIRST STREET, SANFORD, FLORIDA 32771-1468

-----Original Message-----

From: notes@reotrans.com [mailto:notes@reotrans.com]  
Sent: Thursday, July 30, 2009 7:26 PM  
To: reo  
Subject: REOTrans - Message Alert: Authorization

Message Inserted (07/30/2009 04:26 PM) On:  
571 GROVE CT, ALTAMONTE SPRINGS FL.

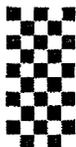
Message Inserted (07/30/2009 04:26 PM) On:  
571 GROVE CT, ALTAMONTE SPRINGS FL 32714.

Albertelli Law is authorized to represent US Bank NA, as trustee for the MLMI Surf Trust Series 2007-BC1 regarding their request for a reduction of penalty with reference to the code lien recorded in O.R. Book 7105, Page 1365, in the Public Records of Seminole County, Florida, case # 08-142-CEB. Thank you,

Cattram Thai  
Asset Manager  
National Default Servicing, LLC  
9635 Granite Ridge, Ste. 350  
San Diego, CA 92123  
Phone: 858-300-0732  
Fax: 310-317-7836  
Email: cthai@defaultservicingllc.com

\*If possible, you should reply to this note through REOTrans Messages so your reply is delivered correctly and tracked. To reply, log in to the REOTrans System and go to the Messages section.

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The information contained in this e-mail message is privileged and confidential information, and is protected under The Privacy Act of 1974 and The Gramm-Leach-Bliley Act of 2000, and is intended only for the use of the individual or entity named above. If the reader of this e-mail message is not the intended recipient, you are hereby on notice that you are in possession of confidential and privileged information. Any dissemination, distribution or copying of this communication is strictly prohibited. You will immediately notify the sender of your inadvertent receipt.  
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Addendum to Contract



Addendum No. 6 to the Contract dated April 27th 2009 between OWNER OF RECORD (Seller) and JACKIE AND LOIS BURGARNER (Buyer)

concerning the property described as:

571 GROVE CT (6) ALTAMONTE SPRINGS FL 32714

(the "Contract"). Buyer and Seller make the following terms and conditions part of the Contract: CHANGE CLOSING DATE FROM JULY 7th, 2009 TO ON OR BEFORE JULY 15TH, 2009 TO ALLOW SELLER TIME TO FINALIZE ISSUES WITH CODE VIOLATIONS.

Date: 7-7-09 Buyer: [Signature]
Date: 7-7-09 Buyer: [Signature]
Date: 07/09/09 Seller: [Signature]
Date: Seller:

04-20801  
Deborah

04/27/2009  
NDS National Default Servicing, LLC

REC# 35982011

REAL ESTATE PURCHASE CONTRACT COUNTER OFFER & ADDENDUM #

REO: 2694476

PROPERTY ADDRESS: 571 GROVE CT  
ALTAMONTE SPRINGS

ALTAMONTE SPRINGS F  
FL 32714

1) PURCHASER: JACKIE BUMGARNER & Lois Bumgarner

Jackie & Lois

2) Effect of Addendum: This Counter-Offer & Addendum is part of, and incorporated into the agreement or contract dated 04-22-08 (the "Contract"), between National Default Servicing, authorized Servicer for the seller of the property ("Seller") and the above named ("Purchaser"). Seller and Purchaser agree as follows. This Addendum amends and supplements the Contract. If there is any conflict between this Addendum and the Contract, the terms of this Addendum take precedence and shall prevail. Applicable contingency items, Seller repairs and/or Seller financing concessions are specified in this Addendum only.

LOIS Bumgarner

3) Purchase Price: 53500

\$53,500

04/22/2009

4) Earnest Money Deposit: 5350. The Earnest Money shall be held by: LISTING BROKER(O), or ESCROW COMPANY/CLOSING ATTORNEY(O). The party holding the Earnest Money is referred to as the Earnest Money Holder. The Contract is null and void with no further obligations of Seller if the above selected party does not receive Earnest Money within 48 hours of contract execution.

\$5350

5) Closing Date/ Time of Essence: Closing to occur on or before: 06-01-2008. Purchaser authorizes Seller to order title for the property through Sellers choice of vendors. Unless prohibited by law, Seller shall pay 100% of Purchasers Title Insurance Premium. Purchaser further agrees that Seller shall choose the closing agent to handle the closing of this transaction for Seller, and Purchaser shall cooperate to facilitate and complete the sale of the property. Seller will not provide an ALTA policy or survey.

06/01/2009

It is agreed that, time is of the essence with respect to all dates specified in the Contract and any Addenda, riders or amendments thereto. This means that all deadlines are intended to be strict and absolute. Seller must approve any extension of the date of close of escrow in writing. As a condition to any such extension, Purchaser agrees to release from escrow directly to Seller the Earnest Money Deposit, and Purchaser to pay a \$150.00 per diem penalty for any extension granted by Seller. The Earnest Money Deposit released to Seller shall be non-refundable to Purchaser but shall be used as a credit to the purchase price should closing

Handwritten initials/signature

occurs prior to the expiration of the extended closing date. Seller shall have the right, in Seller's sole discretion, to extend the closing date or to void the Contract if; Seller determines that it is unable to convey good and insurable title to the Property by a reputable title insurance company at the regular rates.

6) **Occupancy Status of Real and Personal Property:** Purchaser understands that Seller has little or no direct knowledge concerning the occupancy status or value of any personal property which may or may not exist in Property. Purchaser acknowledges and accepts the Property in "AS IS, WHERE IS, AND WITH ALL FAULTS" at the time of closing, including, without limitation, the existence of any tenants or occupants at the Property, and the existence of any personal property previously viewed, whether known or unknown. Purchaser acknowledges that neither Seller, nor its representatives, agents or assigns have made any warranties or representations, implied or expressed, relating to the existence of any tenants or occupants at the Property or relating to any personal property. Seller, its representatives, agents or assigns, shall not be responsible for evicting or relocating any tenants, occupants or personal property at the Property prior to or subsequent to closing. Seller abandons items of personal property for Purchaser's benefit only if the items are in or upon the property at the time of closing. No Bill of Sale will be provided. Seller makes no representation or warranty as to the condition of any personal property, title thereto, or whether any personal property is encumbered by any liens and all such personal property is abandoned AS IS. Seller has not received nor is Seller holding any security deposits from former or current tenants of the property, if any. All rents collected from the tenants, if applicable will be prorated to Purchaser and Seller in escrow.

7) **Disclosure Regarding Mold:** Purchaser is hereby advised that mold and or other microscopic organism may exist at the property and such microscopic organism and or mold may cause physical injuries, including but not limited to allergic and or respiratory reactions or other problems, particularly in persons with immune system problems, young children and or elderly persons. Purchaser accepts full responsibility for any matters that may result from microscopic organisms and or mold and to hold seller, its officers, employees, agents, heirs, executors, administrators, successors and assigns harmless from any liability, recourse or damages.

8) **Environmental Hazards:** If the Property is discovered to be affected by an environmental hazard (as determined by Seller), Seller may unilaterally, in its sole and absolute discretion, decide not to sell the Property to Purchaser or to delay the date of closing. In the event Seller chooses to cancel the Contract, Seller shall not be obligated to sell or convey the Property to Purchaser. Seller nor its representative, agents, attorneys, successors, or assigns shall not be liable to Purchaser for any damages of any kind as a result of Seller's failure to sell and convey the Property. Seller shall return any Earnest Money Deposited pursuant to the Contract to Purchaser and neither party shall have any further obligation to the other. Purchaser hereby agrees the refund to Purchaser of the Earnest Money deposited is Purchaser's sole and exclusive remedy. Purchaser hereby expressly waives any other remedy of any kind to which Purchaser might otherwise be entitled.

9) **Inspections:** (  ) SALE NOT SUBJECT TO INSPECTION. (  ) SALE SUBJECT TO INSPECTION:  
SALE IS AS IS. INSPECTION(S) ARE FOR INFORMATION ONLY. NO RENEGOTIATION OF TERMS WILL BE CONSIDERED OR APPROVED POST CONTRACT.

NIA

43 828

Purchaser at Purchaser's sole cost and expense shall have the opportunity to inspect the property including, but not limited to Structural, Electrical, Mechanical or Termite within 0 calendar days of Seller's signing of this Addendum. Disapproval of such inspections shall be made in writing and sent to Seller within the aforementioned inspection period. Silence shall be deemed an acceptance. If there is no Financing Contingency (see below) and other contingencies listed in the Additional Provisions section, the Earnest Money deposited by Purchaser shall be nonrefundable to Purchaser and released to Seller at the expiration of the Inspection Period if written disapproval of inspection is not received by Seller. De-winterization & Re-winterization: If Seller has winterized the property and Purchaser desires to have property inspected, listing agent will coordinate with Wilshire to have the property de-winterized and re-winterized at the time of the inspection for a flat fee amount of \$250.00. If Purchaser desires to have property de-winterized a re-winterization is required and Purchaser agrees to pay this expense. orders may be placed at <https://extranet.safeguardproperties.com/orders> payment is via credit card. Reo number, property address, contact information and instructions regarding the date and time of inspection are required. This fee is non-refundable. Inspections (cont.) Purchaser shall not cause or permit any mechanic's liens, materialman's liens or other liens to be filed against the Property as a result of Purchaser's inspections. Purchaser shall repair and restore any damage to the Property arising out of inspections, and will indemnify and hold harmless Seller and Seller's affiliates from any and all damages, losses, liabilities, suits, judgments, costs and expenses, or claims arising out of Purchaser's inspections. The foregoing indemnification and repair obligation shall survive the termination of this Agreement

10) Condition of Property: Purchaser accepts the Property in "AS IS, WHERE IS, AND WITH ALL FAULTS" at the time of closing, including, without limitation, any hidden defects or environmental conditions affecting the Property, whether known or unknown. Purchaser acknowledges that neither Seller, nor its servicers, representatives, agents or assigns have made any warranties or representation, implied or expressed, relating to the condition of the Property or the contents thereof. Seller, its servicers, representatives, agents or assigns shall not be responsible for any repair, replacement or modification of any deficiencies, malfunctions or mechanical defects in the material, workmanship and/ or mechanical components of the structure of improvements on the Property prior to or subsequent to closing. The close of escrow shall constitute acknowledgement by Purchaser that the premises are acceptable at that time.

11) Repairs: Seller has agreed to pay a maximum of \$ 0 toward repairs, which may include treatment for active infestation, contractual repairs and lender required repairs. At Seller's option, this amount shall be a credit to the Purchase Price at the time of closing. Credit will be voided or reduced if buyer receives cashback at closing. Seller is not responsible to perform any repairs unless otherwise specified. In this case, a vendor approved by Seller will complete all repairs, subject only to Seller's satisfaction, **NO WARRANTIES EXPRESSED OR IMPLIED**. No work or repairs are to begin until Purchasers' loan has been fully approved, and all contingencies (including the loan contingency) are waived and full Earnest Money released to the Seller. In the event Purchaser or Purchaser's contractor is allowed to make repairs prior to closing, Purchaser shall not cause or permit any mechanic's liens, materialman's liens or other liens to be filed against the Property as a result of Purchaser's repairs. Purchaser shall indemnify and hold harmless Seller and Seller's affiliates from any and all damages, losses,

\$0.00

4 283

liabilities, suits, judgments, costs and expenses, or claims arising out of Purchaser's repairs prior to closing. The foregoing indemnification and repair obligations shall survive the termination of this Agreement.

12) Assignment of Contract: This Contract may not be assigned by Purchaser.

13) Financing: The purchase of this property will be on the basis of: (check one)  Cash, or  Real Estate Loan. The Contract (check one):  is,  is not contingent on the Purchaser obtaining financing for the purchase of the Property. If the Contract is contingent on financing, the type of financing shall be the following (check one):  Conventional,  FHA,  VA,  Other (Specify): \_\_\_\_\_ If the Contract is contingent on financing, Purchaser shall apply within 7 (seven) calendar days for financing and unless otherwise specified in this Addendum, the loan shall be subject to the prevailing rates, terms and conditions and Purchaser shall use diligent efforts to obtain a mortgage loan commitment. Upon request by Seller, Purchaser shall produce evidence of loan application at the expiration of the seventh calendar day. If Purchaser fails to provide such evidence, the Earnest Money Deposit shall be forfeited by Purchaser and shall be turned over to Seller immediately. If, despite Purchaser's diligent efforts, Purchaser cannot obtain mortgage financing by the specified date below then either Purchaser or Seller may terminate the Contract by giving written notice to the other party. Purchaser's financing contingency expires on 11/1/03. If Purchaser fails to provide written notice to Seller by the end of the financing contingency date of Purchaser's inability to obtain financing, then Purchaser waives the financing contingency. It is the Purchaser's burden to provide evidence that such written notice is given to Seller in a timely manner. Purchaser is aware that the price and terms of this transaction were negotiated on the basis of the type of financing selected by Purchaser. Any changes as to the type of financing selected by the Purchaser as indicated above, may require re-negotiation of all terms of the Contract. Seller has the right to terminate the contract and keep the Earnest Money deposit should Purchaser elect to pursue another type of financing other than the type selected above.

CASH

14) Possession of Property: Seller shall deliver possession of the Property to Purchaser at closing and funding of sale unless prohibited by state law. In such case, the procedures as dictated by state law shall govern. The delivery of possession shall be subject to the rights of any tenants or parties in possession. Purchaser will be provided with keys in possession of Seller's agent if available.

15) Risk of Loss:

SALE IS AS IS. INSPECTION(S) ARE FOR INFORMATION ONLY. NO RENEGOTIATION OF TERMS WILL BE CONSIDERED OR APPROVED POST CONTRACT.

If property is damaged by fire or other casualty prior to the close of escrow and the cost of repairing such damage exceeds 5% of the purchase price as reasonably determined by Seller, Seller shall have the option, in its sole discretion, of repairing such damage or declaring the Contract null and void. If Seller elects to declare the Contract null and void, Purchaser's Earnest Money Deposit shall be returned and both parties shall have no further obligation under this Contract.

43 888

16) Closing Costs and Adjustments: Purchaser and Seller agree to pro-rate the following expenses as of closing and funding: municipal water and sewer charges, real estate taxes and assessments, common area charges, co-op maintenance fees, and rents, if any. Prorations shall be on the basis of 100% of the last ascertainable bill.

Seller has agreed to pay a maximum of \$ 0.00 towards Purchaser's closing costs including survey, Homeowner Warranties and Seller required FHA/VA fees. Credit will be voided or reduced if buyer receives cashback at closing.

\$0.00

17) Deed & Title: The deed to be delivered at closing shall be, as determined by Seller, a Special Warranty Deed, Quit Claim Deed or a similar form of deed for the specific jurisdiction in which the Property is located and any reference to the term "deed" herein shall be construed to refer to such form of deed. Once closed and recorded, the title company and/or the closing attorney shall furnish a copy of the final recorded deed to seller via fax at 503-525-7297. Title insurance to be delivered by Seller shall be insurable title unless delivered by Quit Claim Deed in which case Seller will not provide title insurance. If Purchaser raises any reasonable objections to the quality of Seller's title, Seller shall have the right to cancel this Contract by giving written notice of the cancellation to Purchaser and returning Purchaser's Earnest Money Deposit. However, if Seller is able to correct the problem prior to the expiration of the Contract, including any written extensions thereof, or if title insurance is available from a reputable title insurance company at regular rates containing affirmative coverage for the title objections, then the Contract shall remain in full force and Purchaser shall perform pursuant to the terms set forth therein.

18) Default under Contract: Remedies: In the event Purchaser defaults under the terms of the Contract or this Addendum, Purchaser hereby releases the entire Earnest Money Deposit directly to Seller as liquidated damages. In the event Seller defaults under the terms of the Contract or this Addendum, Purchaser shall be entitled to the return of the Earnest Money Deposit as its sole and exclusive remedy. As a material part of the consideration to be received by Seller under this agreement, Purchaser waives all right to file and maintain an action against Seller for specific performance and to record a lis pendens against the property. Seller's will neither participate in arbitration or mediation, nor will Seller pay the cost of an independent arbitrator or mediator. The terms of this provision shall survive closing.

19) Severability: The invalidity, illegality or enforceability of any provision of this Addendum shall not affect the validity or enforceability of any other provision of this Addendum, all of which shall remain in full force and effect.

20) Certification of Non-Affiliation and Arms Length Transaction: Purchaser represents and warrants to Seller that Purchaser or any person acting on behalf of Purchaser has no relation or affiliation with \_\_\_\_\_, ("Prior Owner"). Purchaser further represents that Purchaser has not made any agreements, written or oral, expressed or implied, with the Prior Owner or any person or entity affiliated or connected with the Prior Owner for the payment or retention of any additional amounts to or from Prior Owner; and the purchase and sale of the property is an arms length transaction. Purchaser acknowledges that Seller is relying on this

FB 80B

representation and warranty from Purchaser in approving and executing this Purchase and Sale Agreement.

21) **Commission:** Seller will pay a maximum commission of \$ 3210 or 6 % of the net purchase price. (Gross purchase price less all credits / repairs to Purchaser) to be split between; Listing Broker( % or \$ ), Co Broker( % or \$ ), Auction Company( % or \$ ), if applicable and payable upon final closing and recording of deed. If Purchaser is a real estate licensee (Broker), he/she WILL ( ) WILL NOT ( ) be entitled to a commission. Listing Agent will pay Referral to NDS as agent for Wilshire. A \$150 transaction fee is deducted from the listing agents commission at closing and paid to REOTrans, LLC.

22) **Release of Earnest Money:** Purchaser hereby instructs the Earnest Money Holder to release the entire amount of the Earnest money deposit to Seller upon the occurrence of ANY ONE of the below events;

1. Upon expiration of the Inspection Contingency ( ), Financing Contingency ( ), or the contingencies specified under Additional Provisions above ( ). If more than one of the aforementioned contingencies are checked, then the Earnest Money shall be released to Seller immediately upon the expiration of the contingency that has the latest expiration date. If none of the aforementioned contingencies are checked, then the entire amount of the Earnest Money shall be released to Seller immediately.
2. Should Purchaser elect to pursue another type of financing other than the type selected above.
3. Upon expiration of the Closing Date.
4. Upon Seller's approval of an extension of any of the contingencies or the Closing Date.

60%  
net

Purchaser hereby agrees that Purchaser's signature is NOT required for the Earnest Money Holder to release the Earnest Money Deposit to Seller and hereby releases the Earnest Money Holder from any and all liabilities connected with releasing the Earnest Money Deposit to the Seller upon the occurrence of ANY ONE of the above mentioned events. Earnest Money to be delivered by wire transfer, priority or overnight mail to: Wilshire Credit Corporation, Attention: REO Closing Department, 14523 SW Millikan Way, Suite 200, Beaverton, OR-97005.

Agreed: Purchaser Signature:

*Fabrizio B...* *Rais J. Burgame*

23) **Additional Provisions:**

24) Acceptance: This counter offer is made subject to Seller's Senior Management approval and shall not become a binding Contract until signed by Seller. Seller reserves the right to continue to offer the herein described property for sale and accept any other offer acceptable to Seller prior to full Senior Management approval.

25) IN WITNESS WHEREOF, the Purchaser and Seller agree to this Addendum to Contract as of the date first set forth below.

PURCHASER (S):

Signature: [Signature]  
Print Name: Jackie Bumgarner  
Date: 4-24-09

Signature: [Signature]  
Print Name: Lois J Bumgarner  
Date: 4-24-09

Purchaser's Attorney/Representation:

SELLER/SIGNATORY:

U.S. Bank National Association, as Trustee for the Specialty Underwriting and Residential Finance Trust Mortgage Loan Asset-Backed Certificate Series 2007-1BC

[Signature]  
By Alyssa Ticino  
For Wilshire Credit Corporation as Attorney In Fact

By: U.S BANK, NATIONAL ASSOCIATION, AS TRUSTEE

Date: [Signature] Time: \_\_\_\_\_

04/27/2009

Sellers Attorney/Title Company:

Co Name: Albertell Law

Contact: Tanya Loper - Phone: 813-221-4743

Email Address: [reo@albertelllaw.com](mailto:reo@albertelllaw.com)

"As Is" Contract For Sale And Purchase  
FLORIDA ASSOCIATION OF REALTORS® AND THE FLORIDA BAR

"As Is"

1\* PARTIES: \_\_\_\_\_ OWNER OF RECORD \_\_\_\_\_ ("Seller"),  
2\* and \_\_\_\_\_ JACKIE AND LOIS BUMGARNER \_\_\_\_\_ ("Buyer"),  
3 hereby agree that Seller shall sell and Buyer shall buy the following described Real Property and Personal Property (collectively "Property")  
4 pursuant to the terms and conditions of this Contract for Sale and Purchase and any riders and addenda ("Contract"):

5 I. DESCRIPTION:  
6\* (a) Legal description of the Real Property located in \_\_\_\_\_ SEMINOLE \_\_\_\_\_ County, Florida: \_\_\_\_\_  
7\* LEG LOT 106 TRAILWOD ESTATES SEC 1 PB 16 PG 28  
8\* (b) Street address, city, zip, of the Property: 571 GROVE CT ALTAMONTE SPRINGS FL 32714  
9 (c) Personal Property includes existing range(s), refrigerator(s), dishwasher(s), ceiling fan(s), light fixture(s), and window treatment(s) unless  
10 specifically excluded below.  
11\* Other items included are: AS IS AT TIME OF CLOSING  
12\* \_\_\_\_\_  
13\* Items of Personal Property (and leased items, if any) excluded are: \_\_\_\_\_  
14\* \_\_\_\_\_

15\* II. PURCHASE PRICE (U.S. currency): ..... \$ 53,500  
16 PAYMENT:  
17\* (a) Deposit held in escrow by THE CLOSING AGENT ("Escrow Agent") in the amount of (checks subject to clearance) \$ 0.00  
18\* Escrow Agent's address: ORLANDO, FLORIDA Phone: 407-425-2400  
19\* (b) Additional escrow deposit to be made to Escrow Agent within 2 days after Effective Date in the amount of ..... \$ 5350  
20\* (c) Financing in the amount of ("Loan Amount") see Paragraph IV below ..... \$ 0.00  
21\* (d) Other ..... \$ 0.00  
22 (e) Balance to close by cash, wire transfer or LOCALLY DRAWN cashier's or official bank check(s), subject  
23 to adjustments or prorations ..... \$ Balance

24 III. TIME FOR ACCEPTANCE OF OFFER AND COUNTEROFFERS; EFFECTIVE DATE:  
25 (a) If this offer is not executed by and delivered to all parties OR FACT OF EXECUTION communicated in writing between the parties on or  
26\* before 16 APRIL 2009, the deposit(s) will, at Buyer's option, be returned and this offer withdrawn. Unless other-  
27 wise stated, the time for acceptance of any counteroffers shall be 2 days from the date the counteroffer is delivered.  
28 (b) The date of Contract ("Effective Date") will be the date when the last one of the Buyer and Seller has signed or initialed this offer or the  
29 final counteroffer. If such date is not otherwise set forth in this Contract, then the "Effective Date" shall be the date determined above for  
30 acceptance of this offer or, if applicable, the final counteroffer.

31 IV. FINANCING:  
32\*  (a) This is a cash transaction with no contingencies for financing;  
33\*  (b) This Contract is contingent on Buyer obtaining written loan commitment which confirms underwriting loan approval for a loan to purchase  
34\* the Property ("Loan Approval") within \_\_\_\_\_ days (if blank, then 30 days) after Effective Date ("Loan Approval Date") for (CHECK ONLY  
35\* ONE):  a fixed;  an adjustable; or  a fixed or adjustable rate loan, in the Loan Amount (See Paragraph II.(c)) at an initial interest rate not to  
36\* exceed \_\_\_\_\_%, and for a term of \_\_\_\_\_ years. Buyer will make application within \_\_\_\_\_ days (if blank, then 5 days) after Effective Date.  
37 BUYER: Buyer shall use reasonable diligence to: obtain Loan Approval; notify Seller in writing of receipt of Loan Approval by Loan Approval  
38 Date; satisfy terms of the Loan Approval; and close the loan. Loan Approval which requires a condition related to the sale of other property shall  
39 not be deemed Loan Approval for purposes of this subparagraph. Buyer shall pay all loan expenses. Buyer authorizes the mortgage broker(s) and  
40 lender(s) to disclose information regarding the conditions, status, and progress of loan application and Loan Approval to Seller, Seller's attorney,  
41 real estate licensee(s), and Closing Agent.  
42 SELLER: If Buyer does not deliver to Seller written notice of Loan Approval by Loan Approval Date, Seller may thereafter cancel this Contract by  
43 delivering written notice ("Seller's Cancellation Notice") to Buyer, but not later than seven (7) days prior to Closing. Seller's Cancellation Notice shall  
44 notify Buyer that Buyer has three (3) days to deliver to Seller written notice waiving this Financing contingency, or the Contract shall be cancelled.  
45 DEPOSIT(S) (for purposes of this Financing Paragraph IV(b) only): If Buyer has used reasonable diligence but does not obtain Loan Approval  
46 by Loan Approval Date, and thereafter either party elects to cancel this Contract, the deposit(s) shall be returned to Buyer. If Buyer obtains Loan  
47 Approval or waives this Financing contingency, and thereafter the Contract does not close, then the deposit(s) shall be paid to Seller; provided how-  
48 ever, if the failure to close is due to: (i) Seller's failure or refusal to close or Seller otherwise fails to meet the terms of the Contract, or (ii) Buyer's lender  
49 fails to receive and approve an appraisal of the Property in an amount sufficient to meet the terms of the Loan Approval, then the deposit(s) shall be  
50 returned to Buyer.  
51\*  (c) Assumption of existing mortgage (see rider for terms); or  
52\*  (d) Purchase money note and mortgage to Seller (see "As Is" Standard's B and K and riders; addenda; or special clauses for terms).

53\* V. TITLE EVIDENCE: At least 5 days (if blank, then 5 days) before Closing a title insurance commitment with legible copies of instruments listed as  
54 exceptions attached thereto ("Title Commitment") and, after Closing, an owner's policy of title insurance (see Standard A for terms) shall be obtained by:  
55\* (CHECK ONLY ONE):  (1) Seller, at Seller's expense and delivered to Buyer or Buyer's attorney; or  
56\*  (2) Buyer at Buyer's expense.  
57\* (CHECK HERE):  If an abstract of title is to be furnished instead of title insurance, and attach rider for terms.

58\* VI. CLOSING DATE: This transaction shall be closed and the closing documents delivered on MAY 5, 2009 ("Closing"), unless  
59 modified by other provisions of this Contract. In the event of extreme weather or other conditions or events constituting "force majeure", Closing will be  
60 extended a reasonable time until: (i) restoration of utilities and other services essential to Closing, and (ii) availability of Hazard, Wind, Flood, or Homeowners'  
61\* insurance. If such conditions continue more than \_\_\_\_\_ days (if blank, then 14 days) beyond Closing Date, then either party may cancel this Contract.

Subject To Attached

62 VII. RESTRICTIONS; EASEMENTS; LIMITATIONS: Seller shall convey marketable title subject to: comprehensive land use plans, zoning,  
63 restrictions, prohibitions and other requirements imposed by governmental authority; restrictions and matters appearing on the plat or otherwise  
64 common to the subdivision; outstanding oil, gas and mineral rights of record without right of entry; unplatted public utility easements of record  
65 (located contiguous to real property lines and not more than 10 feet in width as to the rear or front lines and 7 1/2 feet in width as to the side  
66 lines); taxes for year of Closing and subsequent years; and assumed mortgages and purchase money mortgages, if any (if additional items, see  
67\* acklendum); provided, that there exists at Closing no violation of the foregoing and none prevent use of the Property for \_\_\_\_\_  
68\* RESIDENTIAL purpose(s).

69 VIII. OCCUPANCY: Seller shall deliver occupancy of Property to Buyer at time of Closing unless otherwise stated herein. If Property is intended  
70 to be rented or occupied beyond Closing, the fact and terms thereof and the tenant(s) or occupants shall be disclosed pursuant to "AS IS" Standard  
71 F. If occupancy is to be delivered before Closing, Buyer assumes all risks of loss to Property from date of occupancy, shall be responsible and liable  
72 for maintenance from that date, and shall be deemed to have accepted Property in its existing condition as of time of taking occupancy.

73 IX. TYPEWRITTEN OR HANDWRITTEN PROVISIONS: Typewritten or handwritten provisions, riders and addenda shall control all printed pro-  
74 visions of this Contract in conflict with them.

75\* X. ASSIGNABILITY: (CHECK ONLY ONE): Buyer  may assign and thereby be released from any further liability under this Contract;  may  
76\* assign but not be released from liability under this Contract; or  may not assign this Contract.

77 XI. DISCLOSURES:

78 (a) The Property may be subject to unpaid special assessment item(s) imposed by a public body ("public body" does not include a  
79 Condominium or Homeowners' Association). Such item(s), if any, whether certified, confirmed and ratified, pending, or payable in installments,  
80\* as of Closing, shall be paid as follows:  by Seller at closing  by Buyer (if left blank, then Seller at Closing). If the amount of any  
81 assessment to be paid by Seller has not been finally determined as of Closing, Seller shall be charged at Closing an amount equal to the  
82 last estimate or assessment for the improvement by the public body.

83 (b) Radon is a naturally occurring radioactive gas that when accumulated in a building in sufficient quantities may present health risks to persons  
84 who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida.  
85 Additional information regarding radon or radon testing may be obtained from your County Public Health unit.

86 (c) Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned or desires additional information  
87 regarding mold, Buyer should contact an appropriate professional.

88 (d) Buyer acknowledges receipt of the Florida Energy-Efficiency Rating Information Brochure required by Section 553.99B, F.S.

89 (e) If the Real Property includes pre-1978 residential housing, then a lead-based paint rider is mandatory.

90 (f) If Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act, the parties shall comply with that Act.

91 (g) BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS' ASSOCIA-  
92 TION/COMMUNITY DISCLOSURE.

93 (h) PROPERTY TAX DISCLOSURE SUMMARY: BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT  
94 OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNER-  
95 SHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES.  
96 IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.

97 XII. MAXIMUM REPAIR COSTS: DELETED

98\* XIII. HOME WARRANTY:  Seller  Buyer  N/A will pay for a home warranty plan issued by \_\_\_\_\_  
99\* at a cost not to exceed \$ \_\_\_\_\_.

100\* XIV. INSPECTION PERIOD AND RIGHT TO CANCEL: (a) Buyer shall have 5 days from Effective Date ("Inspection Period") within  
101 which to have such inspections of the Property performed as Buyer shall desire and utilities service shall be made available by the  
102 Seller during the Inspection Period; (b) Buyer shall be responsible for prompt payment for such inspections and repair of damage  
103 to and restoration of the Property resulting from such inspections and this provision (b) shall survive termination of this Contract;  
104 and (c) if Buyer determines, in Buyer's sole discretion, that the Property is not acceptable to Buyer, Buyer may cancel this Contract  
105 by delivering facsimile or written notice of such election to Seller prior to the expiration of the Inspection Period. If Buyer timely  
106 cancels this Contract, the deposit(s) paid shall be immediately returned to Buyer; thereupon, Buyer and Seller shall be released of  
107 all further obligations under this Contract, except as provided in this Paragraph XIV. Unless Buyer exercises the right to cancel  
108 granted herein, Buyer accepts the Property in its present physical condition, subject to any violation of governmental, building,  
109 environmental, and safety codes, restrictions or requirements and shall be responsible for any and all repairs and improvements  
110 required by Buyer's lender.

111 XV. RIDERS; ADDENDA; SPECIAL CLAUSES: CHECK those riders which are applicable AND are attached to and made part of this Contract:

112\*  CONDOMINIUM  VAW/HA  HOMEOWNERS' ASSN.  LEAD-BASED PAINT  COASTAL CONSTRUCTION CONTROL LINE  
113\*  INSULATION  EVIDENCE OF TITLE (SOUTH FLORIDA CONTRACTS)  Other Comprehensive Rider Provisions  Addenda  
114\* Special Clause(s):  
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126 XVI. "AS IS" STANDARDS FOR REAL ESTATE TRANSACTIONS ("AS IS" Standards): Buyer and Seller acknowledge receipt of a copy  
127 of "AS IS" Standards A through Z on the reverse side or attached, which are incorporated as part of this Contract.

Subject To Attached  
11/10/00

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THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD,  
SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

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THIS "AS IS" FORM HAS BEEN APPROVED BY THE FLORIDA ASSOCIATION OF REALTORS® AND THE FLORIDA BAR.  
Approval does not constitute an opinion that any of the terms and conditions in this Contract should be accepted by the parties in a  
particular transaction. Terms and conditions should be negotiated based upon the respective interests, objectives and bargaining  
positions of all interested persons.  
AN ASTERISK(\*) FOLLOWING A LINE NUMBER IN THE MARGIN INDICATES THE LINE CONTAINS A BLANK TO BE COMPLETED.

135\* David Bumgarner 04/15/09 Allyssa [Signature] 04/27/2009  
136 (BUYER) (DATE) (SELLER) (DATE)

137\* [Signature] 4-15-09 BY Allyssa [Signature] \_\_\_\_\_  
138 (BUYER) (DATE) (SELLER) (DATE)  
139\* Buyers' address for purposes of notice \_\_\_\_\_  
For Seller address for purposes of notice \_\_\_\_\_

140\* 100 WAYMONT CT, LAKE MARY, FL \_\_\_\_\_  
141\* 407-928-8652 \_\_\_\_\_ Phone \_\_\_\_\_ Phone \_\_\_\_\_

142 BROKERS: The brokers (including cooperating brokers, if any) named below are the only brokers entitled to compensation in connection with  
this Contract:  
144\* Name: MARNETTA ARNETT, KELLER WILLIAMS HERITAGE TOM SONGER/MICHAEL MORRIS, COLDWELL BANKER  
145 Cooperating Brokers, if any Listing Broker

Subject To Attached

"AS IS" STANDARDS FOR REAL ESTATE TRANSACTIONS

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A. TITLE INSURANCE: The Title Commitment shall be issued by a Florida licensed title insurer agreeing to issue Buyer, upon recording of the deed to Buyer, an owner's policy of title insurance in the amount of the purchase price, insuring Buyer's marketable title to the Real Property, subject only to matters contained in Paragraph VII and those to be discharged by Seller at or before Closing. Marketable title shall be determined according to applicable Title Standards adopted by authority of The Florida Bar and in accordance with law. Buyer shall have 5 days from date of receiving the Title Commitment to examine it, and if title is found defective, notify Seller in writing specifying defect(s) which render title unmarketable. Seller shall have 30 days from receipt of notice to remove the defects, failing which Buyer shall, within 5 days after expiration of the 30 day period, deliver written notice to Seller either: (1) extending the time for a reasonable period not to exceed 120 days within which Seller shall use diligent effort to remove the defects; or (2) requesting a refund of deposit(s) paid which shall be returned to Buyer. If Buyer fails to so notify Seller, Buyer shall be deemed to have accepted the title as it then is. Seller shall, if title is found unmarketable, use diligent effort to correct defect(s) within the time provided. If, after diligent effort, Seller is unable to timely correct the defects, Buyer shall either waive the defects, or receive a refund of deposit(s), thereby releasing Buyer and Seller from all further obligations under this Contract. If Seller is to provide the Title Commitment and it is delivered to Buyer less than 6 days prior to Closing, Buyer may extend Closing so that Buyer shall have up to 5 days from date of receipt to examine same in accordance with this "AS IS" Standard.

B. PURCHASE MONEY MORTGAGE; SECURITY AGREEMENT TO SELLER: A purchase money mortgage and mortgage note to Seller shall provide for a 30 day grace period in the event of default if a first mortgage and a 15 day grace period if a second or lesser mortgage; shall provide for right of prepayment in whole or in part without penalty; shall permit acceleration in event of transfer of the Real Property; shall require all prior liens and encumbrances to be kept in good standing; shall forbid modifications of, or future advances under, prior mortgage(s); shall require Buyer to maintain policies of insurance containing a standard mortgagee clause covering all improvements located on the Real Property against fire and all perils included within the term "extended coverage endorsements" and such other risks and perils as Seller may reasonably require, in an amount equal to their highest insurable value; and the mortgage, note and security agreement shall be otherwise in form and content required by Seller, but Seller may only require clauses and coverage customarily found in mortgages, mortgage notes and security agreements generally utilized by savings and loan institutions or state or national banks located in the county wherein the Real Property is located. All Personal Property and leases being conveyed or assigned will, at Seller's option, be subject to the lien of a security agreement evidenced by recorded or filed financing statements or certificates of title. If a balloon mortgage, the final payment will exceed the periodic payments thereon.

C. SURVEY: Buyer, at Buyer's expense, within time allowed to deliver evidence of title and to examine same, may have the Real Property surveyed and certified by a registered Florida surveyor. If the survey discloses encroachments on the Real Property or that improvements located thereon encroach on setback lines, easements, lands of others or violate any restrictions, Contract covenants or applicable governmental regulations, the same shall constitute a title defect.

D. WOOD DESTROYING ORGANISMS: DELETED

E. INGRESS AND EGRESS: Seller warrants and represents that there is ingress and egress to the Real Property sufficient for its intended use as described in Paragraph VII hereof and title to the Real Property is insurable in accordance with "AS IS" Standard A without exception for lack of legal right of access.

F. LEASES: Seller shall at least 10 days before Closing, furnish to Buyer copies of all written leases and estoppel letters from each tenant specifying the nature and duration of the tenant's occupancy, rental rates, advanced rent and security deposits paid by tenant. If Seller is unable to obtain such letter from each tenant, the same information shall be furnished by Seller to Buyer within that time period in the form of a Seller's affidavit, and Buyer may thereafter contact tenant to confirm such information. If the terms of the leases differ materially from Seller's representations, Buyer may terminate this Contract by delivering written notice to Seller at least 5 days prior to Closing. Seller shall, at Closing, deliver and assign all original leases to Buyer.

G. LIENS: Seller shall furnish to Buyer at time of Closing an affidavit attesting to the absence, unless otherwise provided for herein, of any financing statement, claims of lien or potential liens known to Seller and further attesting that there have been no improvements or repairs to the Real Property for 90 days immediately preceding date of Closing. If the Real Property has been improved or repaired within that time, Seller shall deliver releases or waivers of construction liens executed by all general contractors, subcontractors, suppliers and materialmen in addition to Seller's lien affidavit setting forth the names of all such general contractors, subcontractors, suppliers and materialmen, further affirming that all charges for improvements or repairs which could serve as a basis for a construction lien or a claim for damages have been paid or will be paid at the Closing of this Contract.

H. PLACE OF CLOSING: Closing shall be held in the county wherein the Real Property is located at the office of the attorney or other closing agent ("Closing Agent") designated by the party paying for title insurance, or, if no title insurance, designated by Seller.

I. TIME: Calendar days shall be used in computing time periods except periods of less than six (6) days, in which event Saturdays, Sundays and state or national legal holidays shall be excluded. Any time periods provided for herein which shall end on a Saturday, Sunday, or a legal holiday shall extend to 5:00 p.m. of the next business day. Time is of the essence in this Contract.

J. CLOSING DOCUMENTS: Seller shall furnish the deed, bill of sale, certificate of title, construction lien affidavit, owner's possession affidavit, assignments of leases, tenant and mortgagee estoppel letters and corrective instruments. Buyer shall furnish mortgage, mortgage note, security agreement and financing statements.

K. EXPENSES: Documentary stamps on the deed and recording of corrective instruments shall be paid by Seller. All costs of Buyer's loan (whether obtained from Seller or third party), including, but not limited to, documentary stamps and intangible tax on the purchase money mortgage and any mortgage assumed, mortgagee title insurance commitment with related fees, and recording of purchase money mortgage, deed and financing statements shall be paid by Buyer. Unless otherwise provided by law or rider to this Contract, charges for related closing services, title search, and closing fees (including preparation of closing statement), shall be paid by the party responsible for furnishing the title evidence in accordance with Paragraph V.

L. PRORATIONS; CREDITS: Taxes, assessments, rent, interest, insurance and other expenses of the Property shall be prorated through the day before Closing. Buyer shall have the option of taking over existing policies of insurance, if assumable, in which event premiums shall be prorated. Cash at Closing shall be increased or decreased as may be required by prorations to be made through day prior to Closing, or occupancy, if occupancy occurs before Closing. Advance rent and security deposits will be credited to Buyer. Escrow deposits held by mortgagee will be credited to Seller. Taxes shall be prorated based on the current year's tax with due allowances made for maximum allowable discount, homestead and other exemptions. If Closing occurs at a date when the current year's millage is not fixed and current year's assessment is available, taxes will be prorated based upon such assessment and prior year's millage. If current year's assessment is not available, then taxes will be prorated on prior year's tax. If there are completed improvements on the Real Property by January 1st of year of Closing, which improvements were not in existence on January 1st of prior year, then taxes shall be prorated based upon prior year's millage and at an equitable assessment to be agreed upon between the parties; failing which, request shall be made to the County Property Appraiser for an Internal Assessment taking into account available exemptions. A tax proration based on an estimate shall, at request of either party, be readjusted upon receipt of current year's tax bill.

M. (RESERVED - purposely left blank)

N. INSPECTION AND REPAIR: DELETED

O. RISK OF LOSS: If, after the Effective Date, the Property is damaged by fire or other casualty ("Casualty Loss") before Closing and cost of restoration (which shall include the cost of pruning or removing damaged trees) does not exceed 1.5% of the Purchase Price, cost of restoration shall be an obligation of Seller and Closing shall proceed pursuant to the terms of this Contract, and if restoration is not completed as of Closing, restoration costs will be escrowed at Closing. If the cost of restoration exceeds 1.5% of the Purchase Price, Buyer shall either take the Property as is, together with the 1.5% or receive a refund of deposit(s) thereby releasing Buyer and Seller from all further obligations under this Contract. Seller's sole obligation with respect to tree damage by casualty or other natural occurrence shall be the cost of pruning or removal.

P. CLOSING PROCEDURE: The deed shall be recorded upon clearance of funds. If the title agent insures adverse matters pursuant to Section 627.7841, F.S., as amended, the escrow and closing procedure required by this "AS IS" Standard shall be waived. Unless waived as set forth above the following

Subject To Attached

**"AS IS" STANDARDS FOR REAL ESTATE TRANSACTIONS (CONTINUED)**

219 closing procedures shall apply: (1) all closing proceeds shall be held in escrow by the Closing Agent for a period of not more than 5 days after Closing; (2)  
 220 if Seller's title is rendered unmarketable, through no fault of Buyer, Buyer shall, within the 5 day period, notify Seller in writing of the defect and Seller shall  
 221 have 30 days from date of receipt of such notification to cure the defect; (3) if Seller fails to timely cure the defect, all deposits and closing funds shall, upon  
 222 written demand by Buyer and within 5 days after demand, be returned to Buyer and, simultaneously with such repayment, Buyer shall return the Personal  
 223 Property, vacate the Real Property and reconvey the Property to Seller by special warranty deed and bill of sale; and (4) if Buyer fails to make timely demand  
 224 for refund, Buyer shall take title as is, waiving all rights against Seller as to any intervening defect except as may be available to Buyer by virtue of war-  
 225 ranties contained in the deed or bill of sale.

226 Q. ESCROW: Any Closing Agent or escrow agent (collectively "Agent") receiving funds or equivalent is authorized and agrees by acceptance of them to deposit  
 227 them promptly, hold same in escrow and, subject to clearance, disburse them in accordance with terms and conditions of this Contract. Failure of funds to  
 228 clear shall not excuse Buyer's performance. If in doubt as to Agent's duties or liabilities under the provisions of this Contract, Agent may, at Agent's option, con-  
 229 tinue to hold the subject matter of the escrow until the parties hereto agree to its disbursement or until a judgment of a court of competent jurisdiction shall  
 230 determine the rights of the parties, or Agent may deposit same with the clerk of the circuit court having jurisdiction of the dispute. An attorney who represents  
 231 a party and also acts as Agent may represent such party in such action. Upon notifying all parties concerned of such action, all liability on the part of Agent  
 232 shall fully terminate, except to the extent of accounting for any items previously delivered out of escrow. If a licensed real estate broker, Agent will comply with  
 233 provisions of Chapter 475, F.S., as amended. Any suit between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder, or in  
 234 any suit wherein Agent interpleads the subject matter of the escrow, Agent shall recover reasonable attorney's fees and costs incurred with these amounts to  
 235 be paid from and out of the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party. The Agent shall not be liable  
 236 to any party or person for misdelivery to Buyer or Seller of items subject to the escrow, unless such misdelivery is due to willful breach of the provisions of this  
 237 Contract or gross negligence of Agent.

238 R. ATTORNEY'S FEES; COSTS: In any litigation, including breach, enforcement or interpretation, arising out of this Contract, the prevailing party in such lit-  
 239 gation, which, for purposes of this "AS IS" Standard, shall include Seller, Buyer and any brokers acting in agency or nonagency relationships authorized by  
 240 Chapter 475, F.S., as amended, shall be entitled to recover from the non-prevailing party reasonable attorney's fees, costs and expenses.

241 S. FAILURE OF PERFORMANCE: If Buyer fails to perform this Contract within the time specified, including payment of all deposits, the deposit(s) paid by  
 242 Buyer and deposit(s) agreed to be paid, may be recovered and retained by and for the account of Seller as agreed upon liquidated damages, consideration for  
 243 the execution of this Contract and in full settlement of any claims; whereupon, Buyer and Seller shall be relieved of all obligations under this Contract; or Seller,  
 244 at Seller's option, may proceed in equity to enforce Seller's rights under this Contract. If for any reason other than failure of Seller to make Seller's title mar-  
 245 ketable after diligent effort, Seller fails, neglects or refuses to perform this Contract, Buyer may seek specific performance or elect to receive the return of Buyer's  
 246 deposit(s) without thereby waiving any action for damages resulting from Seller's breach.

247 T. CONTRACT NOT RECORDABLE; PERSONS BOUND; NOTICE; COPIES: Neither this Contract nor any notice of it shall be recorded in any public records.  
 248 This Contract shall bind and inure to the benefit of the parties and their successors in interest. Wherever the context permits, singular shall include plural and  
 249 one gender shall include all. Notice and delivery given by or to the attorney or broker representing any party shall be as effective as if given by or to that party.  
 250 All notices must be in writing and may be made by mail, personal delivery or electronic media. A legible facsimile or electronic (including "pdf") copy of this  
 251 Contract and any signatures hereon shall be considered for all purposes as an original.

252 U. CONVEYANCE: Seller shall convey marketable title to the Real Property by statutory warranty, trustee's, personal representative's, or guardian's deed, as  
 253 appropriate to the status of Seller, subject only to matters contained in Paragraph VII and those otherwise accepted by Buyer. Personal Property shall, at the  
 254 request of Buyer, be transferred by an absolute bill of sale with warranty of title, subject only to such matters as may be otherwise provided for herein.

255 V. OTHER AGREEMENTS: No prior or present agreements or representations shall be binding upon Buyer or Seller unless included in this Contract. No mod-  
 256 ification to or change in this Contract shall be valid or binding upon the parties unless in writing and executed by the parties intended to be bound by it.

257 W. SELLER DISCLOSURE: (1) There are no facts known to Seller materially affecting the value of the Property which are not readily observable by Buyer or  
 258 which have not been disclosed to Buyer; (2) Seller extends and intends no warranty and makes no representation of any type, either express or implied,  
 259 as to the physical condition or history of the Property; (3) Seller has received no written or verbal notice from any governmental entity or agency as  
 260 to a currently uncorrected building, environmental or safety code violation; (4) Seller has no knowledge of any repairs or improvements made to the  
 261 Property without compliance with governmental regulation which have not been disclosed to Buyer.

262 X. PROPERTY MAINTENANCE; PROPERTY ACCESS; ASSIGNMENT OF CONTRACTS AND WARRANTIES: Seller shall maintain the Property, including,  
 263 but not limited to lawn, shrubbery, and pool in the condition existing as of Effective Date, ordinary wear and tear and Casualty Loss excepted. Seller shall, upon  
 264 reasonable notice, provide utilities service and access to the Property for appraisal and inspections, including a walk-through prior to Closing, to confirm that  
 265 all items of Personal Property are on the Real Property and that the Property has been maintained as required by this "AS IS" Standard. Seller will assign all  
 266 assignable repair and treatment contracts and warranties to Buyer at Closing.

267 Y. 1031 EXCHANGE: If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneous with Closing or deferred) with respect to the Property  
 268 under Section 1031 of the Internal Revenue Code ("Exchange"), the other party shall cooperate in all reasonable respects to effectuate the Exchange, includ-  
 269 ing the execution of documents; provided (1) the cooperating party shall incur no liability or expense related to the Exchange and (2) the Closing shall not be  
 270 contingent upon, nor extended or delayed by, such Exchange.

271 Z. BUYER WAIVER OF CLAIMS: Buyer waives any claims against Seller and, to the extent permitted by law, against any real estate licensee involved  
 272 in the negotiation of the Contract, for any defects or other damage that may exist at Closing of the Contract and be subsequently discovered by the  
 273 Buyer or anyone claiming by, through, under or against the Buyer.



PROPERTY TAX DISCLOSURE SUMMARY

SELLER(S): Owner of Record

BUYER(S): Jackie & Lois Bumgarner

PROPERTY ADDRESS: 571 Grove Ct

YOU SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT YOU MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.

Lois Bumgarner  
Buyer

Date

Jackie Bumgarner  
Buyer

4-24-09  
Date

Coldwell Banker Residential Real Estate LLC  
An Equal Opportunity Company An Equal Housing Opportunity. Owned and Operated by NRE LLC (07107)

Member of TrueForm® www.TrueForm.com 800-496-8812

Subject To Attached

Inspection Contingency Release



PROPERTY ADDRESS: 571 Grove Ct  
SELLER: owner of Record  
BUYER: Jackie & Lois Bumgarner  
CONTRACT DATE: 4-22-09

We have performed the inspections in accordance with the terms of the above referenced contract and hereby remove the contingency of satisfactory inspection. We accept the property in its current condition, with any exceptions noted below to be repaired before closing.

The Seller shall continue to maintain the property in its current condition and warrant that all appliances, utility systems and equipment, including heating, cooling and plumbing systems, are in normal working condition at the time of closing or occupancy, whichever occurs first, in accordance with the Inspection Paragraph of the sales contract. A copy of the Inspection Report is attached.

All other terms and conditions of the contract shall remain in full force.

Accepted By:

Date: 4-24-09 Buyer: [Signature]

Date: \_\_\_\_\_ Buyer: [Signature]

Date: 04/27/2009 Seller: [Signature]

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

ARS 9/951 Rev.

By Alyssa Ticino  
For Wilshire Great Corporation as Attorney in Fact

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An Equal Opportunity Company. An Equal Housing Opportunity. Independently Owned and Operated by NREI, Incorporated

Subject To Attached  
RESMIR

Walk-Through Inspection Report

COLDWELL BANKERS

Residential Real Estate, Inc.

DATE OF WALK-THROUGH INSPECTION: 4-24-2009

PROPERTY ADDRESS: 571 Grove Ct

SELLER(S): Owner of Record

BUYER: Jackie + Lois Bumgarner

On the date noted above, Buyer(s) have performed a walk-through inspection of the property to inspect whether any repairs agreed to have been made by the Seller(s) have been satisfactorily completed and to give final approval to: any items warranted to be in working condition as well as the working parts of the home, i.e. appliances, heating, cooling, electrical and plumbing, to be in satisfactory condition.

Buyer(s) agree that they have conducted a walk-through inspection to their satisfaction and are relying solely on representations of the Seller(s) and vendors retained by Buyer(s) regarding all facts related to the condition of the property and the completion of any repairs undertaken by the Seller(s). Buyer(s) acknowledge and agree that (i) any statements made by Coldwell Banker or its sales representatives or employees regarding the condition of the property or repairs undertaken by the Seller(s) are based solely upon information provided by the Seller(s) or vendors retained by the Seller(s) or Buyer(s), (ii) Coldwell Banker and its representatives and employees make no representations with respect to the accuracy or completeness of any such statements, and (iii) they release and hold harmless Coldwell Banker and its employees and sales representatives for all matters related to any statements or omissions made by or about the condition of the property up through the time of this walk-through inspection.

Upon closing, Buyer(s) accept the property in its current "as-is" condition, and hereby hold Coldwell Banker and its employees and sales representatives harmless from and against any and all claims regarding the condition of the property and the nature, quality, or extent of any repairs.

Date: 4-24-09 Buyer: Lois Bumgarner

Date: 4-24-09 Buyer: Jackie Bumgarner

Subject To Attached

<p><b>PARCEL DETAIL</b></p> <p>DAVID JOHNSON, CFA, ASA</p> <p><b>PROPERTY APPRAISER</b></p> <p>SEMINOLE COUNTY FL</p> <p>1101 E. FIRST ST SANFORD, FL 32771-1468 407-665-7508</p>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
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<p style="text-align: center;"><b>GENERAL</b></p> <p>Parcel Id: 21-21-29-5CN-0000-1060                  Owner: US BANK TRUSTEE                  Own/Addr: C/O SMITH HIATT &amp; DIAZ                  Mailing Address: PO BOX 11438                  City,State,ZipCode: FT LAUDERDALE FL 33339                  Property Address: 571 GROVE CT ALTAMONTE SPRINGS 32714                  Subdivision Name: TRAILWOOD ESTATES SEC 1                  Tax District: 01-COUNTY-TX DIST 1                  Exemptions:                  Dor: 01-SINGLE FAMILY</p>	<p><b>VALUE SUMMARY</b></p> <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">VALUES</th> <th style="text-align: center;">2009 Working</th> <th style="text-align: center;">2008 Certified</th> </tr> </thead> <tbody> <tr> <td>Value Method</td> <td style="text-align: center;">Cost/Market</td> <td style="text-align: center;">Cost/Market</td> </tr> <tr> <td>Number of Buildings</td> <td style="text-align: center;">1</td> <td style="text-align: center;">1</td> </tr> <tr> <td>Depreciated Bldg Value</td> <td style="text-align: right;">\$86,584</td> <td style="text-align: right;">\$120,354</td> </tr> <tr> <td>Depreciated EXFT Value</td> <td style="text-align: right;">\$7,308</td> <td style="text-align: right;">\$7,361</td> </tr> <tr> <td>Land Value (Market)</td> <td style="text-align: right;">\$20,000</td> <td style="text-align: right;">\$33,000</td> </tr> <tr> <td>Land Value Ag</td> <td style="text-align: center;">\$0</td> <td style="text-align: center;">\$0</td> </tr> <tr> <td>Just/Market Value</td> <td style="text-align: right;">\$113,892</td> <td style="text-align: right;">\$160,715</td> </tr> <tr> <td>Portability Adj</td> <td style="text-align: center;">\$0</td> <td style="text-align: center;">\$0</td> </tr> <tr> <td>Save Our Homes Adj</td> <td style="text-align: center;">\$0</td> <td style="text-align: center;">\$0</td> </tr> <tr> <td>Assessed Value (SOH)</td> <td style="text-align: right;">\$113,892</td> <td style="text-align: right;">\$160,715</td> </tr> </tbody> </table> <p style="text-align: center;"><b>Tax Estimator</b></p>	VALUES	2009 Working	2008 Certified	Value Method	Cost/Market	Cost/Market	Number of Buildings	1	1	Depreciated Bldg Value	\$86,584	\$120,354	Depreciated EXFT Value	\$7,308	\$7,361	Land Value (Market)	\$20,000	\$33,000	Land Value Ag	\$0	\$0	Just/Market Value	\$113,892	\$160,715	Portability Adj	\$0	\$0	Save Our Homes Adj	\$0	\$0	Assessed Value (SOH)	\$113,892	\$160,715
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Land Assess Method	Frontage	Depth	Land Units	Unit Price	Land Value								
LOT	0	0	1.000	20,000.00	\$20,000								

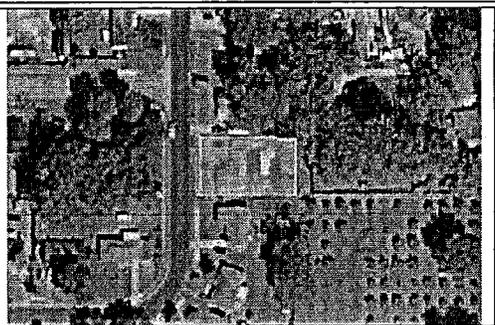
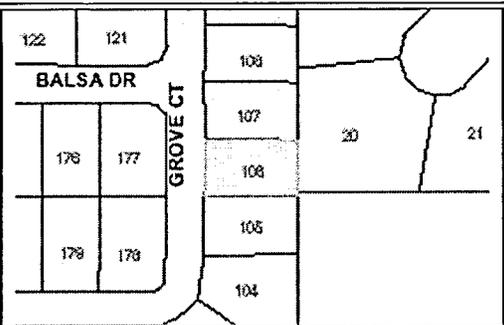
<b>BUILDING INFORMATION</b>										
	Bld Num	Bld Type	Year Blt	Fixtures	Base SF	Gross SF	Living SF	Ext Wall	Bld Value	Est. Cost New
Building Sketch	1	SINGLE FAMILY	1972	6	1,088	1,773	1,088	EW CONCRETE BLOCK	\$86,584	\$105,269
	Appendage / Sqft		ENCLOSED PORCH UNFINISHED / 351							
	Appendage / Sqft		OPEN PORCH FINISHED / 30							
	Appendage / Sqft		GARAGE FINISHED / 304							
<p><b>NOTE:</b> Appendage Codes included in Living Area: Base, Upper Story Base, Upper Story Finished, Apartment, Enclosed Porch Finished, Base Semi Finished</p> <p><b>Permits</b></p>										

<b>EXTRA FEATURE</b>					
	Description	Year Blt	Units	EXFT Value	Est. Cost New
	POOL VINYL LINER	1981	512	\$4,096	\$10,240
	COOL DECK PATIO	1981	569	\$797	\$1,992
	ALUM CARPORT NO FLOOR	1990	384	\$614	\$1,536
	ALUM SCREEN PORCH W/CONC FL	2003	189	\$1,286	\$1,607
	FBGL PORCH W/FLOOR	1990	234	\$515	\$1,287

**NOTE:** Assessed values shown are NOT certified values and therefore are subject to change before being finalized for ad valorem tax purposes.  
 \*\*\* If you recently purchased a homesteaded property your next year's property tax will be based on Just/Market value.

**PARCEL DETAIL**

DAVID JOHNSON, CFA, ASA  
**PROPERTY APPRAISER**  
 SEMINOLE COUNTY FL  
 1101 E. FIRST ST  
 SANFORD, FL 32771-1468  
 407-665-7506



**GENERAL**

Parcel Id: 21-21-29-5CN-0000-1060  
 Owner: 571 GROVE CT TRUST  
 Own/Addr: FBO  
 Mailing Address: PO BOX 521052  
 City,State,ZipCode: LONGWOOD FL 32752  
 Property Address: 571 GROVE CT ALTAMONTE SPRINGS 32714  
 Subdivision Name: TRAILWOOD ESTATES SEC 1  
 Tax District: 01-COUNTY-TX DIST 1  
 Exemptions: 00-HOMESTEAD (1994)  
 Dor: 01-SINGLE FAMILY

**2008 WORKING VALUE SUMMARY**  
 Amendment 1 impact not reflected.

Value Method:	Market
Number of Buildings:	1
Depreciated Bldg Value:	\$120,354
Depreciated EXFT Value:	\$7,361
Land Value (Market):	\$33,000
Land Value Ag:	\$0
Just/Market Value:	\$160,715
Assessed Value (SOH):	\$86,448
Exempt Value:	\$25,000
Taxable Value:	\$61,448

[Tax Estimator](#)  
[Portability Calculator](#)

**SALES**

Deed	Date	Book	Page	Amount	Vac/Imp	Qualified
WARRANTY DEED	08/2007	06883	1720	\$100	Improved	No
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WARRANTY DEED	01/1973	00990	1472	\$24,900	Improved	Yes

[Find Comparable Sales within this Subdivision](#)

**2007 VALUE SUMMARY**

Tax Amount(without SOH):	\$2,110
2007 Tax Bill Amount:	\$870
Save Our Homes (SOH) Savings:	\$1,240
2007 Taxable Value:	\$58,930

DOES NOT INCLUDE NON-AD VALOREM ASSESSMENTS

**LAND**

Land Assess Method	Frontage	Depth	Land Units	Unit Price	Land Value
LOT	0	0	1.000	33,000.00	\$33,000

**LEGAL DESCRIPTION**

PLATS:

LEG LOT 106 TRAILWOOD ESTATES SEC 1 PB 16 PG 28

**BUILDING INFORMATION**

Bld Num	Bld Type	Year Blt	Fixtures	Base SF	Gross SF	Living SF	Ext Wall	Bld Value	Est. Cost New
1	SINGLE FAMILY	1972	6	1,088	1,773	1,088	CONC BLOCK	\$120,354	\$145,005
Appendage / Sqft		ENCLOSED PORCH UNFINISHED / 351							
Appendage / Sqft		OPEN PORCH FINISHED / 30							
Appendage / Sqft		GARAGE FINISHED / 304							

NOTE: Appendage Codes included in Living Area: Base, Upper Story Base, Upper Story Finished, Apartment, Enclosed Porch Finished, Base Semi Finished

[Permits](#)

**EXTRA FEATURE**

Description	Year Blt	Units	EXFT Value	Est. Cost New
POOL VINYL LINER	1981	512	\$4,096	\$10,240
COOL DECK PATIO	1981	569	\$797	\$1,992

**Estimate of Costs**  
**CEB Case # 08-142-CEB**  
**Grove Ct Trust (previous owner)**  
**U.S. Bank (current owner)**

<b><u>Postage</u></b>				
Regular	6	\$ .41	\$ 2.46	
Certified	6	\$ 5.32	\$31.92	
				<b>\$34.38</b>
<b><u>Processing Time for Code Enforcement and BCC Action</u></b>				
Code Board Secretary	3 hours	\$ 38.00	\$114.00	
Code Board Attorney	1 hour	\$135.00		
Planning Manager's Review	1 hour	\$ 186.00		
Planning and Development Director's Review	1 hour	\$ 202.00		
Deputy County Manager's Review	1 hour	\$ 259.00		
County Attorney's Review	1 hour	\$135.00		
				<b>\$1,031.00</b>
<b>Other associated costs not captured: Fleet expense, Phone expense, Utilities, Computer Support</b>				
<b>Costs for Recording Documents -</b>				
<b># of first page docs - 5 # of additional page docs - 2</b>				<b>\$67.00</b>
(\$10.00 first page, \$8.50 each additional page)				
<b><u>ESTIMATED COST FOR PROCESSING CASE # 08-142-CEB</u></b> <b><u>By the Planning Division</u></b>				<b>\$1,132.38</b>
<b><u>ESTIMATED COST FOR PROCESSING CASE # 08142x-CEB</u></b> <b><u>By the Seminole County Sheriff's Office</u></b>				<b>\$183.00</b>
<b><u>TOTAL COST FOR PROCESSING CASE # 08-142-CEB</u></b>				<b>\$1,315.38</b>

**SATISFACTION OF LIEN  
AS TO PARTICULAR PARCEL**

**THIS** instrument disclaims and releases the lien imposed by the Order Finding Compliance and Imposing Fine/Lien, issued by the Seminole County Code Enforcement Board in Case No. 08-142-CEB, filed against 571 GROVE CT TRUST and filed by and on behalf of Seminole County, on December 4, 2008, and recorded in Official Records Book 07105, Pages 1365 - 1366, of the Public Records of Seminole County, Florida, against the following described real property:

LOT 106 TRAILWOOD ESTATES SEC 1 PB 16 PG 28

The undersigned is authorized to and does hereby disclaim and release the lien as to the whole of the above-described real property, and consents that the same be discharged of record.

**DATED** this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida

By: \_\_\_\_\_  
BOB DALLARI, Chairman

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

For the use and reliance  
of Seminole County only.  
Approved as to form and  
legal sufficiency.

As authorized for execution by the  
Board of County Commissioners at their  
September 22, 2009 regular meeting.

\_\_\_\_\_  
County Attorney