

No. \_\_\_\_\_

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IN THE  
**SUPREME COURT OF THE UNITED STATES**

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*In re* TODD BRITTON-HARR,

*Petitioner.*

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**APPENDIX TO  
PETITION FOR AN EXTRAORDINARY  
WRIT OF HABEAS CORPUS**

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## **TABLE OF CONTENTS**

<b>Document</b>	<b>Page</b>
1. July 27, 2020, order of the Eleventh Circuit Court of Appeals. . . . .	A-3
2. Affidavit of Gary Owens . . . . .	A-22
3. Uniform Residential Loan Applications. .	A-25
4. Settlement Statements . . . . .	A-100

Case: 20-12417 Date Filed: 07/27/2020 Page: 1 of 9

IN THE UNITED STATES COURT OF APPEALS  
FOR THE ELEVENTH CIRCUIT

No. 20-12417-A

IN RE: TODD BRITTON-HARR,

Petitioner.

Application for Leave to File a Second or Successive

Motion to Vacate, Set Aside,

or Correct Sentence, 28 U.S.C. § 2255(h)

Before: WILSON, MARTIN and ROSENBAUM,

Circuit Judges.

BY THE PANEL:

Pursuant to 28 U.S.C. §§ 2255(h) and 2244(b)(3)(A), Todd Britton-Harr has filed an application<sup>1</sup> seeking an order authorizing the district

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<sup>1</sup> Britton-Harr has also filed a motion asking us to consider an amended application, which he filed several days after he filed his initial application. The motion is GRANTED and our discussion below addresses the

court to consider a second or successive motion to vacate, set aside, or correct his federal sentence, 28 U.S.C. § 2255. Such authorization may be granted only if this Court certifies that the second or successive motion contains a claim involving:

- (1) newly discovered evidence that, if proven and viewed in light of the evidence as a whole, would be sufficient to establish by clear and convincing evidence that no reasonable factfinder would have found the movant guilty of the offense; or
- (2) a new rule of constitutional law, made retroactive to cases on collateral review by the Supreme Court, that was previously unavailable.

28 U.S.C. § 2255(h). “The court of appeals may authorize the filing of a second or successive

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additional arguments that he makes in the amended application.

application only if it determines that the application makes a *prima facie* showing that the application satisfies the requirements of this subsection.” *Id.* § 2244(b)(3)(C); *see also Jordan v. Sec’y, Dep’t of Corrs.*, 485 F.3d 1351, 1357-58 (11th Cir. 2007) (explaining that this Court’s determination that an applicant has made a *prima facie* showing that the statutory criteria have been met is simply a threshold determination).

In 2012, Britton-Harr was convicted of making a false statement on a loan application to a federally insured financial institution, in violation of 18 U.S.C. § 1014, and sentenced to 48 months of imprisonment, followed by 5 years of supervised release. In 2013, he filed his original § 2255 motion, which the district court denied on the merits.

In March 2018, Britton-Harr sought leave to file a second or successive § 2255 motion based on newly

discovered evidence. He alleged the following. The government had presented evidence at his criminal trial that he, acting as the real estate agent and power of attorney for his stepmother, Karyn J. Britton (“Karyn”), made a false statement on Karyn’s loan application for a condominium unit. According to the presentence investigation report, the false statements included misrepresentations about prior mortgage debts. He presented a defense at trial that Karyn was solely responsible for the false information made to Wells Fargo Bank and that all of the documents that he had signed were correct. When he was released from prison in February 2017, he began investigating his case and contacted Gary Owens, whose signature appeared on the loan application that the government presented at trial. Owens was not called as a witness at trial. Britton-Harr showed Owens the application,

and Owens stated, in a text message, that the signature on the loan application was not his own and had been forged.

In his March 2018 application, Britton-Harr argued that Owens's statement that the loan application had been forged was newly discovered evidence because the government had relied on a false document to obtain his conviction. He asserted that he was entitled to a new trial. He attached the text message from Owens, in which Owens stated that his signature did not appear on Britton-Harr's loan application; two loan applications; and a credit report from Wells Fargo.

This Court denied Britton-Harr's application, finding that he had not explained how the forged loan application would demonstrate his factual innocence of making a false statement, as he did not allege that the

entire loan application was forged or that his signature on behalf of Karyn was forged.

In October 2019, Britton-Harr again sought leave to file a second or successive § 2255 motion based on newly discovered evidence. He alleged the same facts as he had alleged in his March 2018 application. He asserted that he had obtained a signed affidavit from Owens in which Owens swore that the signature on the loan application was not his own. He argued that, in light of the affidavit, no reasonable factfinder would have found him guilty because the government presented evidence that Owens had signed the application.

Britton-Harr attached Owens's affidavit, dated July 11, 2019, in which Owens stated that (1) he was employed by Wells Fargo in July 2006; (2) the government's evidence showed that he interviewed

Karyn over the phone in connection with a mortgage application; and (3) his name was handwritten on Karyn's loan application, but the signature was not his. Britton-Harr also attached two loan applications: one that was dated July 25, 2006, and appeared to have been signed by Owens but not by the borrower; and one that was dated August 14, 2006, and indicated that Britton-Harr signed it on behalf of Karyn as the borrower, but included only a typed version of Owens's name with no signature. He also attached a credit report generated by Wells Fargo for Karyn.

This Court dismissed Britton-Harr's application based on *In re Baptiste*, 828 F.3d 1337 (11th Cir. 2016), because he had already raised his newly discovered evidence claim in his 2018 application. The dismissal order reasoned that the claims were the same because they both argued that Owens's signature on the loan

application was forged.

In his present counseled application, Britton-Harr alleges the same facts that appeared in his two prior applications, about his trial, his communications with Owens, and Owens's July 2019 affidavit. Britton-Harr asserts that Owens recently signed a new affidavit that elaborated upon his statements in his prior affidavit. He argues that, in light of the newly discovered evidence of Owens's new affidavit, no reasonable factfinder would have found him guilty. Specifically, he asserts that the affidavit provided evidence, for the first time, that the "ALT A NODOC" program was solely dependent on a credit report, which refuted the government's position at trial that he had deceived Wells Fargo by altering the mortgage application. He contends that the fact that there are two versions or parts of the signed mortgage

application shows that Wells Fargo was negligent or reckless, which he had not argued during his trial because Owens was unavailable to testify. Further, he contends that the affidavit shows that the application was not valid because it was forged and the two versions contained materially different information. Thus, he reasons that his signature on the application could not have formed the basis for his conviction because the application was invalid. Britton-Harr also asserts that his present claim is distinct from the claims that he raised in his prior applications because Owens included new details in his new affidavit. Further, he asserts that he filed his present application within one year of when Owens first expressed a willingness to sign an affidavit.

In addition, Britton-Harr argues that recent settlements between Wells Fargo and the government

demonstrate that one of the government's witnesses had provided false testimony at trial because she was receiving financial compensation and was being protected by Wells Fargo. Further, he contends that the settlements support his argument that his loan application did not require verification, which contradicts the government's position and the witness's testimony.

Britton-Harr attaches an affidavit signed by Owens on June 25, 2020. In it, Owens repeated his statements from his prior affidavit and added that (1) the "ALT A NO DOC" loan and mortgage application process were solely dependent on a credit report that he generated during a phone interview and (2) he did not have any contact with Britton-Harr until Britton-Harr was released from prison. Britton-Harr also attaches the same two loan applications from July

and August 2006 that he attached to his prior application. In addition, he attaches two settlement statements from the U.S. Department of Housing and Urban Development (“HUD”) dated August 14, 2006, that involved Karyn and Wells Fargo. The statements were associated with the loan applications, and one statement included a signature page that contained the initials of an individual who was acting with Karyn’s power of attorney.

Our Court has held that a claim that was presented in a prior application for leave to file a second or successive § 2255 motion must be dismissed. *In re Baptiste*, 828 F.3d 1337, 1338–41 (11th Cir. 2016) (holding that the bar under § 2244(b)(1) applies to claims raised in a prior application to file a second or successive § 2255 motion). We have clarified that this bar is jurisdictional. *In re Bradford*, 830 F.3d 1273,

1277–78 (11th Cir. 2016) (interpreting § 2244(b)(1) in the context of a second or successive § 2255 motion).

Britton-Harr has not made a *prima facie* showing based on the newly discovered evidence that he presents in his application. *See* 28 U.S.C. § 2255(h)(1). As an initial matter, Owens's new affidavit contains the same statements regarding the authenticity of his signature that formed the basis for Britton-Harr's prior two unsuccessful successive applications. Also, Britton-Harr attaches the same loan applications to his present application that he attached to his prior applications. Thus, *Baptiste* prevents us from considering Britton-Harr's argument that Owens's signature on the loan application was forged. *See* 828 F.3d at 1338–41.

Owens's new affidavit includes two new statements, neither of which relate to the authenticity

of his signature, regarding the utilization of a credit report as the sole basis for evaluating loan applications under an “ALT A NO DOC” process and his lack of contact with Britton-Harr while Britton-Harr was in prison. Britton-Harr asserts that these statements demonstrate that his loan application was invalid, and thus, he could not have been convicted based on an invalid document.

However, the enforceability of the loan application has no bearing on the falsity of Britton-Harr’s statements. *See, e.g., United States v. Thorn*, 17 F.3d 325, 327 (11th Cir. 1994) (explaining that, in order to establish a violation of 18 U.S.C. § 1014 for making a false statement, “the government must demonstrate (1) that the defendant made a false statement or report, and (2) that he did so for the purpose of influencing in any way the action of [a

described financial institution] upon any application, advance, . . . commitment, or loan" (quotation marks omitted) (alteration in original)). Because the false statements, not the validity of the loan application, formed the basis for Britton-Harr's conviction, he cannot make a *prima facie* showing under § 2255(h).

*See* 28 U.S.C. § 2255(h)(1); *In re Boshears*, 110 F.3d 1538, 1541-43 (11th Cir. 1997) (explaining, in the context of a § 2254 petition based on newly discovered evidence, that an applicant must explain how the new evidence would demonstrate his factual innocence in order to make a *prima facie* showing).

Similarly, Britton-Harr has not explained how the HUD settlement statements affect his guilt, as those documents do not relate to his conduct in providing false statements and signing the application.

*See Boshears*, 110 F.3d at 1541-43. Moreover, given

that the HUD settlements are from 2006, it does not appear that they are the same “recent” settlements that Britton-Harr refers to in the body of his application. Whatever settlements that Britton-Harr may refer to, he does not argue that they affected his guilt in light of the evidence as a whole, but rather, asserts only that they would undermine the testimony of a witness and one of the government’s arguments, which is not sufficient to show his innocence by clear and convincing evidence. *See 28 U.S.C. § 2255(h)(1); In re Lambrix, 776 F.3d 789, 796-97 (11th Cir. 2015)* (determining, in the § 2254 context, that newly discovered impeachment evidence purporting to show that a witness provided false testimony did not meet the “clear and convincing” standard where the evidence would not have materially changed the witness’s other testimony or affected the physical evidence against the

defendant).

For these reasons, Britton-Harr has failed to make a *prima facie* showing of the existence of either of the grounds set forth in 28 U.S.C. § 2255. His application for leave to file a second or successive motion is therefore DISMISSED in part and DENIED in part.

MARTIN, Circuit Judge, concurring in judgment:

The majority holds that Mr. Britton-Harr's application is barred by In re Baptiste, 828 F.3d 1337 (11th Cir. 2016), which held that "the federal habeas statute requires us to dismiss a claim that has been presented in a prior application" to file a § 2255 motion. Id. at 1339. This is the second time that Baptiste has impeded Mr. Britton-Harr's habeas claims.

I have stated my view that Baptiste has no basis

in the text of the habeas statute:

Baptiste was construing 28 U.S.C. § 2244(b)(1), which says any “claim presented in a second or successive habeas corpus application under section 2254 that was presented in a prior application shall be dismissed.” Of course, [] § 2255 motions . . . are filed by federal prisoners [and] § 2255 motions are certainly not brought “under section 2254,” which governs petitions filed by state prisoners. But the Baptiste panel ruled that even though § 2244(b)(1) does not mention § 2255 motions, it applies to them anyway, since “it would be odd [] if Congress had intended to allow federal prisoners” to do something state

prisoners can't do.

In re Clayton, 829 F.3d 1254, 1266 (11th Cir. 2016)

(Martin, J., concurring). And

Baptiste is inconsistent with the statute in a second way. The text of the habeas statute shows that it requires courts to dismiss only claims that were already presented in an actual § 2255 motion, as opposed to a mere request for certification of a successive § 2255 motion. Both § 2244 and § 2254 distinguish between “applications” (which are the § 2254 petitions and § 2255 motions filed in district courts) and “motions” (which are the earlier request for certification filed in a court of appeals). Baptiste assumes that “motion” and “application” mean the

same thing, even though Congress carefully distinguished the two. When Congress uses different words in this way, courts must presume those words mean different things.

In re Anderson, 829 F.3d 1290, 1296 (11th Cir. 2016)

(Martin, J., dissenting). My colleagues have articulated other problems with Baptiste. See In re Jones, 830 F.3d 1295, 1297 (11th Cir. 2016) (Rosenbaum and Jill Pryor, J.J., concurring).

I am concerned that Baptiste is blocking relief to prisoners who ask us to take a second look at their case after we got it wrong the first time. Nevertheless Baptiste is binding precedent in this circuit, so Mr. Britton-Harr, once again, will not be allowed to present his case to a District Court for an examination of whether his sentence is legal.

AFFIDAVIT OF GARY OWENS

STATE OF New York,

COUNTY OF Erie,

I, GARY OWENS, having been duly sworn, hereby affirm and state the following as true and correct:

1. My name is Gary Owens. I am over eighteen years of age.

2. I was employed by Wells Fargo in July, 2006.

3. I, Gary Owens, conducted a phone interview of Karyn Britton on July 21, 2006, for a mortgage application of the “95% No Doc” loan used to purchase condo Al9U, located at 13555 Perdido Key Drive, Pensacola, Florida, 32507.

4. This confirms the signature on the mortgage loan application (1401-1404) for Karyn

Britton is not my signature. My name is listed/handwritten by someone, but it was not signed by me personally.

5. At the time, I can verify that the “ALT A NO DOC” loan process and the mortgage application process are solely dependent on the credit report that I pulled via the phone interview.

6. I did not have any contact with Todd Britton-Harr until his release from prison in January 2017.

I declare that I have read the above document and that the facts stated therein are true.

Executed on this 25 day of June, 2020.

[signature of Gary Owens]

Gary Owens

Page 1 of 2

Sworn to and subscribed before me by Gary  
Owens, who is personally known to me or who has  
produced \_\_\_\_\_ as identification this 25 day of  
June, 2020.

[signature of Amanda Boepple]

Notary Public

My commission expires: 3/5/2022

AMANDA BOEPPLE

NOTARY PUBLIC STATE OF NEW YORK

ERIE COUNTY

LIC. # 01BO6371754

COMM. EXP. 03/05/2022

Page 2 of 2

### Uniform Residential Loan Application

This application is designed to be completed by the applicant(s) with the Lender's assistance. Applicants should complete this form as "Borrower" or "Co-borrower," as applicable. Co-Borrower information must also be provided (and the appropriate box checked) when \_\_\_\_ the income or assets of a person other than the Borrower (including Borrower's spouse) will be used as a basis for loan qualification or \_\_\_\_ the income or assets of the Borrower's spouse or other person who has community property rights pursuant to state law will not be used as a basis for loan qualification, but his or her liabilities must be considered because the spouse or other person has community property rights pursuant to applicable law and Borrower resides in a community property state,

the security property is located in a community property state, or the Borrower is relying on other property located in a community property state as a basis for repayment of the loan.

If this is an application for joint credit, Borrower and Co-Borrower each agree that we intend to apply for joint credit (sign below):

---

Borrower

---

Co-Borrower

#### I. TYPE OF MORTGAGE AND TERMS OF LOAN

Mortgage Applied for:    VA    X Conventional

   Other (explain): \_\_\_\_\_

   PHA    USDA/Rural Housing Service

Agency Number \_\_\_\_\_

Lender Case Number 0067731224

Amount \$308,750.00 Interest Rate 8.125% Number of

Months 360 Amortization Type:  Fixed Rate

       Other (explain): \_\_\_\_\_

       GPM        ARM (type): \_\_\_\_\_

## II. PROPERTY INFORMATION AND PURPOSE

### OF LOAN

Subject Property Address (street, city, state & ZIP)

13555 PERDIDO KEY, UNIT A-19U, PENSACOLA,  
FL 32507

No. Of Units 1

Legal Description of Subject Property (attach  
description if necessary)

SEE DEED

Year Built \_\_\_\_\_

Purpose of Loan  Purchase        Construction

       Other (explain): \_\_\_\_\_

       Refinance        Construction- Permanent

Property will be: X Primary Residence    Secondary Residence    Investment

Complete this line if construction or construction-permanent loan.

Year Lot Acquired    Original Cost \$       Amount

Existing Liens \$       (a) Present Value of Lot \$      

(b) Cost of Improvements \$       Total (a+b) \$      

Complete this line if this is a refinance loan.

Year Lot Acquired    Original Cost \$       Amount

Existing Liens \$       Purpose of Refinance       

Describe Improvements    made    to be made

Cost \$      

Title will be held in what Name(s)

KARYN J BRITTON, STEPHEN F BRITTON

Manner in which Title will be held

TENANTS IN COMMON

Estate will be held in:

X Fee Simple \_\_\_\_ Leasehold (show expiration date)

Source of Down Payment, Settlement Charge, and/or

Subordinate Financing (explain)

**CHECKING SAVINGS**

**III. BORROWER INFORMATION**

Borrower

Borrower's Name (Include Jr. or Sr. if applicable)

**KARYN J BRITTON**

Social Security Number XXX-XX-XXXX

Home Phone (incl. area code) 941/720-4943

DOB (mm/dd/yyyy) 08/15/1967

Yrs. School 18

X Married \_\_\_\_ unmarried (include single, divorced,

widowed) \_\_\_\_ Separated

Dependants (not listed by Co-Borrower)

no. 0 ages \_\_\_\_

Present Address (street, city, state, ZIP)

5709 36TH ST WEST

BRADONTON, FL 34210

X Own    Rent 5 No. Yrs.

Mailing Address, If different from Present Address,

\_\_\_\_\_

If residing at present address for less than two years,

complete the following:

Former Address (street, city, state, ZIP)

\_\_\_\_\_

   Own    Rent    No. Yrs.

Co-Borrower

Borrower's Name (Include Jr. or Sr. if applicable)

\_\_\_\_\_

Social Security Number \_\_\_\_\_

Home Phone (incl. area code) \_\_\_\_\_

DOB (mm/dd/yyyy) \_\_\_\_\_

Yrs. School \_\_\_\_\_

\_\_\_\_ Married \_\_\_\_ unmarried (include single,  
divorced, widowed) \_\_\_\_ Separated

Dependants (not listed by Co-Borrower)

no. \_\_\_\_ ages \_\_\_\_\_

Present Address (street, city, state, ZIP)

\_\_\_\_ Own \_\_\_\_ Rent \_\_\_\_ No. Yrs.

Mailing Address, If different from Present Address,

If residing at present address for less than two years,  
complete the following:

Former Address (street, city, state, ZIP)

\_\_\_\_ Own \_\_\_\_ Rent \_\_\_\_ No. Yrs.

#### IV. EMPLOYMENT INFORMATION

Borrower

Name & Address of Employer

---

\_\_\_\_ Self Employed Yrs. on this job \_\_\_\_ Yrs.

employed in this line of work/profession \_\_\_\_\_

Position/Title/Type of Business\_\_\_\_\_

Business Phone (incl. area code) \_\_\_\_\_

If employed in current position for less than two years  
or if currently employed in more than one position,  
complete the following:

Name & Address of Employer \_\_\_\_ Self Employed

\_\_\_\_\_ Dates (from - to) \_\_\_\_\_

Monthly Income \$\_\_\_\_\_

Position/Title/Type of Business\_\_\_\_\_

Business Phone (incl. area code) \_\_\_\_\_

Name & Address of Employer \_\_\_\_ Self Employed

\_\_\_\_\_ Dates (from - to) \_\_\_\_\_

Monthly Income \$\_\_\_\_\_

Position/Title/Type of Business \_\_\_\_\_

Business Phone (incl. area code) \_\_\_\_\_

Co-Borrower

Name & Address of Employer

\_\_\_\_\_ Self Employed Yrs. on this job \_\_\_\_\_ Yrs.

employed in this line of work/profession \_\_\_\_\_

Position/Title/Type of Business \_\_\_\_\_

Business Phone (incl. area code) \_\_\_\_\_

If employed in current position for less than two years

or if currently employed in more than one position,

complete the following:

Name & Address of Employer \_\_\_\_\_ Self Employed

\_\_\_\_\_ Dates (from - to) \_\_\_\_\_

Monthly Income \$ \_\_\_\_\_

Position/Title/Type of Business \_\_\_\_\_

Business Phone (incl. area code) \_\_\_\_\_

Name & Address of Employer       Self Employed

\_\_\_\_\_ Dates (from - to) \_\_\_\_\_

Monthly Income \$\_\_\_\_\_

Position/Title/Type of Business \_\_\_\_\_

Business Phone (incl. area code) \_\_\_\_\_

0067731224

Freddie Mac Form 65 7/05

Fannie Mae Form 1003 7/05

VMP R 21N (0507) NMFL #1003N (APP1, APP2) Rev

11/14/2005

Page 1 of 4      Initials: \_\_\_\_\_

VMP Mortgage Solutions, Inc. (800)621-7291

01402

V. MONTHLY INCOME AND COMBINED  
HOUSING EXPENSE INFORMATION

Gross Monthly Income Borrower Co-Borrower Total

Base Empl. Income*	\$ <u>0.00</u>	\$ <u>      </u>	\$ <u>0.00</u>
Overtime	<u>0.00</u>	<u>      </u>	<u>0.00</u>
Bonuses	<u>0.00</u>	<u>      </u>	<u>0.00</u>
Commissions	<u>0.00</u>	<u>      </u>	<u>0.00</u>
Dividends/Interest	<u>0.00</u>	<u>      </u>	<u>0.00</u>
Net Rental Income	<u>0.00</u>	<u>      </u>	<u>0.00</u>
Other (before completing see the notice in "describe other income," below)	<u>0.00</u>	<u>      </u>	<u>0.00</u>

Total \$ 0.00 \$        \$ 0.00

Combined Monthly Present Proposed

Housing Expense

Rent \$ 0.00 //////////////////////

First Mortgage (P&I)	<u>1,575.00</u>	<u>\$ 2,292.46</u>
Other Financing (P&I)	<u>0.00</u>	<u>0.00</u>
Hazard Insurance	<u>0.00</u>	<u>0.00</u>
Real Estate Taxes	<u>0.00</u>	<u>100.00</u>
Mortgage Insurance	<u>0.00</u>	<u>236.71</u>
Homeowner Assn. Dues	<u>0.00</u>	<u>229.57</u> <del>194.00</del>
Other:	<u>0.00</u>	<u>0.00</u>
Total	<u>\$ 1,575.00</u>	<u>\$ 2,823.17</u>

\* Self Employed borrower(s) may be required to provide additional documentation such as tax returns and financial statements.

B/C    Describe Other Income              Notice: Alimony, child support, or separate maintenance income need not be revealed if the Borrower (B) or Co-Borrower (C) does not choose to have it considered for repaying this loan.

Monthly Amount

\$ \_\_\_\_\_

## VI. ASSETS AND LIABILITIES

This Statement and any applicable supporting schedules may be completed jointly by both married and unmarried Co-Borrowers if their assets and liabilities are sufficiently joined so that the Statement can be meaningfully and fairly presented on a combined basis; otherwise, separate Statements and Schedules are required. If the Co-Borrower section was completed about a non-applicant spouse or other person, this Statement and supporting schedules must be completed about that spouse or other person also.

Completed  Jointly  Not Jointly

**ASSETS** **Cash or Market Value**

## Description

### Cash deposit toward purchase      \$

held by:

---

---

A-37

List checking and savings accounts below

Name and address of Bank, S&L, or Credit Union

---

Acct. no. \_\_\_\_\_ \$ \_\_\_\_\_

Name and address of Bank, S&L, or Credit Union

---

Acct. no. \_\_\_\_\_ \$ \_\_\_\_\_

Name and address of Bank, S&L, or Credit Union

---

Acct. no. \_\_\_\_\_ \$ \_\_\_\_\_

Name and address of Bank, S&L, or Credit Union

---

Acct. no. \_\_\_\_\_ \$ \_\_\_\_\_

Stocks & Bonds (Company) \$

name/number & description)

---

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Life insurance net cash value

Face amount: \$ \_\_\_\_\_ \$ \_\_\_\_\_

Subtotal Liquid Assets \_\_\_\_\_ \$ \_\_\_\_\_

Real estate owned (enter

market value from schedule of

real estate owned)

\_\_\_\_\_ \$ 600,000.00

Vested interest in retirement

fund \_\_\_\_\_ \$ \_\_\_\_\_

Net worth of business(es)

owned (attach financial

statement) \_\_\_\_\_ \$ \_\_\_\_\_

Automobiles owned (make

and year \_\_\_\_\_ \$ \_\_\_\_\_

Other assets (itemize)

\_\_\_\_\_ \$ \_\_\_\_\_

Total Assets a. \$ 600,000.00

Liabilities and Pledged Assets. List the creditor's name, address, and account number for all outstanding debts, including automobile loans, revolving charge accounts, real estate loans, alimony, child support, stock pledges, etc. owned or upon refinancing of the subject property.

LIABILITIES	Monthly Payment &	Unpaid
	Months Left to Pay	Balance
Name and address	\$ Payment/Months	
of Company		
<u>AEN AMRD</u>	<u>&lt;1,416.00&gt;</u>	
<u>MORTGAGE GROUP</u>	<u>140</u>	<u>\$ 196,878.00</u>
Acct. no.		
<u>XXXXXXXXXXXX</u>		

Name and address \$ Payment/Months

of Company

MORTGAGE IT      <1,575.00>

142      < 223,472.00>

Acct. no.

XXXXXXXXXXXX

Name and address \$ Payment/Months

of Company

MACYS/FDSB      7.00      \$ 245.00

35

Acct. no.

XXXXXXXXXXXXXX

Name and address \$ Payment/Months

of Company

CAPITAL 1 BK      79.00      \$ 2644.00

34

Acct. no.

XXXXXXXXXXXXXX

Name and address \$ Payment/Months

of Company

WASH MUTUAL/

PROVIDIAN                    366.00                    \$ 2644.00

29

Acct. no.

XXXXXXXXXXXXXX

Name and address \$ Payment/Months

of Company

CITI                    199.00                    \$ 8,236.00

60

Acct. no.

XXXXXXXXXX

Name and address \$ Payment/Months

of Company

LASALE NT BK      0.00      \$ 137.00

Acct. no.

XXXXXXXXXXXXXXXXXX

Alimony/Child Support

Separate Maintenance

Payments Owed to:

\_\_\_\_\_ \$ |||||||||||||||||||||

Job-Related Expense

(child care, union dues,

etc.)

\_\_\_\_\_ \$ |||||||||||||||||||||

Total Monthly Payments \$ 591.00 |||||||||||||||||||||

Net Worth > \$381,282.00 Total Liabilities \$ 218,718.00

a minus b

Freddie Mac Form 55/7/05

Fannie Mae Form 1003 7/05

VMP R -21N (0507) Page 2 of 4 Initials: \_\_\_\_\_

01403

VI. ASSETS AND LIABILITIES (cont'd)

Schedule of Real Estate Owned (if additional properties are owned, use continuation sheet)

Property Address (enter S if sold PS if pending sale or R if rental being held for income)	Type of V Property

5709 36TH ST WEST

BRANDONTON, FL 34210      R      SF

13555 PERDIDO KEY, UNIT A-7U      PS      TH

PENSACOLA, FL 32507

Present Market Value	Amount of Mortgage & Liens
<u>\$ 300,000.00</u>	<u>\$ 196,878.00</u>
<u>300,000.00</u>	<u>223,609.00</u>
Totals <u>\$ 600,000.00</u>	<u>\$ 420,487.00</u>

Gross Rental Income	Mortgage Payments
\$ <u>0.00</u>	\$ <u>1,416.00</u>
<u>0.00</u>	<u>1,575.00</u>
Totals \$ <u>0.00</u>	\$ <u>2,991.00</u>
Insurance Maintenance	
Taxes & Misc.	
\$ <u>0.00</u>	\$ <u>0.00</u>
<u>0.00</u>	<u>0.00</u>
Totals \$ <u>0.00</u>	\$ <u>0.00</u>

List any additional names under which credit has been received and indicate appropriate creditor name(s) and account number(s):

Alternate Name   Creditor Name   Account Number

---



---

## VII. DETAILS OF TRANSACTION

a. Purchase price	\$ _____
b. Alterations, improvements, repairs	<u>0.00</u>
c. Land (if acquired separately)	_____
d. Refinances (incl. debts to be paid off)	<u>0.00</u>
e. Estimated prepaid items	<u>1,474.92</u>
f. Estimated closing costs	<u>4,119.74</u>
g. PMI, MIP, Funding Fee	<u>0.00</u>
h. Discount of Borrower	<u>3,087.50</u>
i. Total costs (add items a through b)	<u>333,682.16</u>
j. Subordinate financing	<u>0.00</u>
k. Borrower's closing costs paid by Seller	<u>0.00</u>
l. Other Credits (explain)	_____
<hr/>	
m. Loan amount (exclude PMI, MIP, Funding Fee financed)	<u>308,750.00</u>
n. PMI, MIP, Funding Fee financed)	<u>0.00</u>

o. Loan amount (add m & n) 308,750.00

p. Cash from/to Borrower 24,932.16

(subtract j, k, l & o from i)

### VIII. DECLARATIONS

If you answer "Yes" to any questions a through l,  
please use continuation sheet for explanation.

Borrower Co-Borrower

Yes No Yes No

a. Are there any outstanding

judgments against you? — X — —

b. Have you been declared

bankrupt within the past 7

years? — X — —

c. Have you had property

foreclosed upon or given

title or deed in liens thereof

in the past 7 years?                            X              

d. Are you a party to a  
lawsuit?                            X              

e. Have you directly or indirectly been obligated on any  
loan which resulted in foreclosure, transfer of title in  
lieu of foreclosure, or judgment? (This would include  
such loans as home mortgage loans, SBA loans, home  
improvement loans, educational loans, manufactured  
(mobile) home loans, any mortgage, financial  
obligation, bond, or loan guarantee. If "Yes," provide  
details, including date, name, and address of Lender,  
FHA or VA case number, if any and reasons for the  
action.)                            X              

f. Are you presenting  
delinquent or in default on any  
Federal debt or any other loan,  
mortgage, financial obligation,

bond, or loan guarantee? If "Yes,"

give details as described in this

preceding question.                      X                           

g. Are you obligated to pay

alimony, child support, or

separate maintenance?                      X                           

h. Is any part of the down

payment borrowed?                      X                           

i. Are you a co-maker or

endorser on a note?                      X                           

-----

j. Are you a U.S. citizen?         X                                        

k. Are you a permanent

resident alien?                      X                           

l. Do you intend to occupy

the property as your primary

residence? If "Yes," complete

question below. X \_\_\_\_

m. Have you had an ownership interest in a property in the last three years? X \_\_\_\_

(1) What type of property did you own - - primary residence (PR), second home (SH), or investment property (IP)? PR \_\_\_\_\_

(2) How did you hold title to the home - - solely by yourself (S), jointly with your spouse (SP), or jointly with another person (O)? S \_\_\_\_\_

#### IX. ACKNOWLEDGEMENT AND AGREEMENT

Each of the undersigned specifically represents to

Lender and to Lender's actual or potential agents, brokers, processors, attorneys, insurers, servicers, successors and signs and agrees and acknowledges that: (1) the information provided in this application is true and correct as of the date set forth opposite my signature and that any intentional or negligent misrepresentation of this information contained in this application may result in client liability, including monetary damages, to any person who may suffer any loss due to reliance upon any misrepresentation that I have made on this application, and/or in criminal penalties including, but not limited to, fine or imprisonment, or both under the provisions of Title 18, United States Code, Sec. 1001, et.seq.; (2) the loan requested pursuant to this application (the "Loan") will be secured by a mortgage or deed of trust to the property described in this application; (3) the property

will not be used for any illegal or prohibited purpose or use; (4) all statements made in this application are made for the purpose of obtaining a residential mortgage loan; (5) the property will be occupied as indicated in this application; (6) the Lender, its servicers, successors or assigns may retain the original and/or electronic record of this application, whether or not the Loan is approved; (7) the Lender and its agents, brokers, insurers, servicers, successors and assigns may continuously rely on the information contained in the application, and I am obligated to amend and/or supplement the information provided in this application if any of the material facts that I have represented herein should change prior to closing of the loan; (8) in the event that my payments on the loan become delinquent, the Lender, its servicers, successors, or assigns may, in addition to any other

rights and remedies that it may have relating to such delinquency, report my name and account information to one or more consumer reporting agencies; (9) ownership of the Loan and/or administration of the Loan account may be transferred with such notice as may be required by law; (10) neither Lender nor its agents, brokers, insurers, servicers successors or assigns has made any representation or warranty, express or implied, to me regarding the property or the condition or value of the property; and (11) my transmission of this application as an “electronic record” containing my “electronic signature,” as those terms are defined in applicable federal and/or state laws (excluding audio and video recording), or my facsimile transmission of this application containing a facsimile of my signature, shall be as effective, enforceable and valid as if a paper version of this

application were delivered containing my original written signature.

Acknowledgement. Each of the undersigned hereby acknowledges that any owner of this Loan, its servicers, successors and assigns may verify or reverify any information contained in this application or obtain any information or date relating to the Loan, for any legitimate business purpose through any source, including a source named in this application or a consumer reporting agency.

Borrower's signature \_\_\_\_\_ Date \_\_\_\_\_

X \_\_\_\_\_

Co-Borrower's Signature \_\_\_\_\_ Date \_\_\_\_\_

X \_\_\_\_\_

#### X. INFORMATION FOR GOVERNMENT

##### MONITORING PURPOSES

The following information is required by the Federal

Government for certain types of loans related to a dwelling in order to monitor the lender's compliance with equal credit opportunity, fair housing, and home mortgage disclosure laws. You are not required to furnish this information, but are encouraged to do so. The law provides that a lender may not discriminate either on the basis of this information, or on whether you choose to furnish it. If you furnish the information, please provide both ethnicity and race. For race, you may check more than one designation. If you do not furnish ethnicity, race, or sex, under Federal regulations, this lender is required to note the information on the basis of visual observation and surname if you have made this application in person. If you do not wish to furnish the information, please check this box below. (Lender must review the above material to assure that the disclosure satisfy all

requirements to which the lender is subject under applicable state law for the particular type of loan applied for.)

BORROWER  I do not wish to furnish this information.

Ethnicity:  Hispanic  Not Hispanic or Latino

Race:  American Indian or Alaska Native  
 Native Hawaiian or

Other Pacific Islander

Asian  Black or

White  African American

Sex:  Female  Male

CO-BORROWER  I do not wish to furnish this information.

Ethnicity:  Hispanic  Not Hispanic or Latino

Race:  American Indian or Alaska Native  
 Native Hawaiian or

Other Pacific Islander

Asian                     Black or

White                    African American

Sex:                     Female                     Male

To Be Completed by Interviewer

This application was taken by:

Face-to-face interview

Mail

Telephone

Internet

Interviewer's Name (print or type)

GARY V OWENS

Interviewer's Signature                    Date

Gary Owens                    7/26/06

Interviewer's Phone Number (Incl. area code)

716-204-1500

Name and Address of Interviewer's Employer

WELLS FARGO BANK, N.A.

150- ESSJAY RD

WILLIAMSVILLE, NY 14221

VMP R -21N (0507) Page 3 of 4 0067731224

Freddie Mac Form 65 7/05

Fannie Mae Form 1003 7/05

01404

CONTINUATION SHEET/RESIDENTIAL LOAN

APPLICATION

Use this continuation sheet if you need more space to complete this Residential Loan Application. Mark B for Borrower or C for Co-Borrower.

Borrower: \_\_\_\_\_ Agency Case Number: \_\_\_\_\_

KARYN J BRITTON \_\_\_\_\_

Co-Borrower: \_\_\_\_\_ Lender Case Number: \_\_\_\_\_

\_\_\_\_\_ 0067731224 \_\_\_\_\_

20-30 Yr Fixed

VI. Liabilities (Cont.)

Liability #8

Organization Name : LASALLE NATIONAL N A

Address

Account Number : XXXXXXXXXXXX

Monthly payments/

Months left to pay : <\$20.00> / <7>

Unpaid Balance : \$137.00

California applicants: Under California Civil Code 1812.30(j), credit applications for the obtainment of money, goods, labor, or services shall clearly specify that the applicant, if married, may apply for a separate account.

I/We fully understand that it is a federal crime punishable by fine or imprisonment, or both, to knowingly make any false statements concerning any of the above facts as applicable under the provisions of Title 18, United States Code, Section 1001, et seq.

Borrower's Signature: Date:

X \_\_\_\_\_

Co-Borrower's signature: Date:

X \_\_\_\_\_

Freddie Mac Form 65 7/05

Fannie Mae Form 1003 7/05

VMP R -21N (0507) Page 4 of 4 0067731224

### Uniform Residential Loan Application

This application is designed to be completed by the applicant(s) with the Lender's assistance. Applicants should complete this form as "Borrower" or "Co-borrower," as applicable. Co-Borrower information must also be provided (and the appropriate box checked) when \_\_\_\_ the income or assets of a person other than the Borrower (including Borrower's spouse) will be used as a basis for loan qualification or \_\_\_\_ the income or assets of the Borrower's spouse or other person who has community property rights pursuant to state law will not be used as a basis for loan qualification, but his or her liabilities must be considered because the spouse or other person has community property rights pursuant to applicable law and Borrower resides in a community property state,

the security property is located in a community property state, or the Borrower is relying on other property located in a community property state as a basis for repayment of the loan.

If this is an application for joint credit, Borrower and Co-Borrower each agree that we intend to apply for joint credit (sign below):

Karyn J. Britton by Todd Britton-Harr

Borrower

---

Co-Borrower

#### I. TYPE OF MORTGAGE AND TERMS OF LOAN

Mortgage Applied for: VA X Conventional

       Other (explain): \_\_\_\_\_

       PHA        USDA/Rural Housing Service

Agency Number \_\_\_\_\_

Lender Case Number 0067731224

Amount \$308,750.00 Interest Rate 8.125% Number  
of Months 360 Amortization Type: X Fixed Rate

       Other (explain): \_\_\_\_\_

       GPM        ARM(type):ALT A PRIME 30 YEAR  
       FIXED

II. PROPERTY INFORMATION AND PURPOSE  
OF LOAN

Subject Property Address (street, city, state & ZIP)

13555 PERDIDO KEY DR, A-19U, PENSACOLA, FL  
32507

No. Of Units 1

Legal Description of Subject Property (attach  
description if necessary)

UNIT A-19U,,

Year Built 2001

Purpose of Loan X Purchase        Construction  
       Other (explain):

Refinance  Construction- Permanent

Property will be:  Primary Residence

Secondary Residence  Investment

Complete this line if construction or construction-permanent loan.

Year Lot Acquired  Original Cost \$  Amount

Existing Liens \$  (a) Present Value of Lot \$

(b) Cost of Improvements \$  Total (a+b) \$

Complete this line if this is a refinance loan.

Year Lot Acquired  Original Cost \$  Amount

Existing Liens \$  Purpose of Refinance

Describe Improvements  made  to be made

Cost \$

Title will be held in what Name(s)

KARYN J BRITTON,,,

Manner in which Title will be held

TENANTS IN COMMON

Estate will be held in:

X Fee Simple \_\_\_\_ Leasehold (show expiration date)

Source of Down Payment, Settlement Charge, and/or  
Subordinate Financing (explain)

CHECKING SAVINGS

III. BORROWER INFORMATION

Borrower

Borrower's Name (Include Jr. or Sr. if applicable)

KARYN J BRITTON

Social Security Number XXX-XX-XXXX

Home Phone (incl. area code) 941/720-4943

DOB (mm/dd/yyyy) 08/15/1967

Yrs. School 18

X Married \_\_\_\_ unmarried (include single, divorced, widowed) \_\_\_\_ Separated

Dependants (not listed by Co-Borrower)

no. 00 ages \_\_\_\_\_

Present Address (street, city, state, ZIP)

5709 36TH ST WEST

BRADONTON, FL 34210

X Own        Rent 05/00 No. Yrs.

Mailing Address, If different from Present Address

,\_\_\_\_\_

If residing at present address for less than two years,  
complete the following:

Former Address (street, city, state, ZIP)

\_\_\_\_\_

\_\_\_\_ Own        Rent        No. Yrs.

Co-Borrower

Borrower's Name (Include Jr. or Sr. if applicable)

\_\_\_\_\_

Social Security Number \_\_\_\_\_

Home Phone (incl. area code)

---

DOB (mm/dd/yyyy) \_\_\_\_\_

Yrs. School \_\_\_\_\_

\_\_\_\_ Married \_\_\_\_ unmarried (include single,  
divorced, widowed) \_\_\_\_ Separated

Dependants (not listed by Co-Borrower)

no. \_\_\_\_ ages \_\_\_\_\_

Present Address (street, city, state, ZIP)

---

\_\_\_\_ Own \_\_\_\_ Rent \_\_\_\_ No. Yrs.

Mailing Address, If different from Present Address

,\_\_\_\_\_

If residing at present address for less than two years,

complete the following:

Former Address (street, city, state, ZIP)

---

\_\_\_\_ Own \_\_\_\_ Rent \_\_\_\_ No. Yrs.

#### IV. EMPLOYMENT INFORMATION

##### Borrower

Name & Address of Employer

\_\_\_\_ Self Employed Yrs. on this job \_\_\_\_ Yrs.

employed in this line of work/profession \_\_\_\_\_

Position/Title/Type of

Business\_\_\_\_\_

Business Phone (incl. area code) \_\_\_\_\_

If employed in current position for less than two  
years or if currently employed in more than one  
position, complete the following:

Name & Address of Employer      \_\_\_\_ Self Employed

\_\_\_\_\_ Dates (from - to) 0000-

Monthly Income \$\_\_\_\_\_

Position/Title/Type of Business \_\_\_\_\_

Business Phone (incl. area code) \_\_\_\_\_

Name & Address of Employer \_\_\_\_\_ Self Employed

\_\_\_\_\_ Dates (from - to) \_\_\_\_\_

Monthly Income \$ \_\_\_\_\_

Position/Title/Type of Business \_\_\_\_\_

Business Phone (incl. area code) \_\_\_\_\_

Co-Borrower

Name & Address of Employer

\_\_\_\_\_

\_\_\_\_\_ Self Employed Yrs. on this job \_\_\_\_\_ Yrs.

employed in this line of work/profession \_\_\_\_\_

Position/Title/Type of Business \_\_\_\_\_

Business Phone (incl. area code) \_\_\_\_\_

If employed in current position for less than two

years or if currently employed in more than one

position, complete the following:

Name & Address of Employer       Self Employed

\_\_\_\_\_ Dates (from - to) \_\_\_\_\_

Monthly Income \$\_\_\_\_\_

Position/Title/Type of Business \_\_\_\_\_

Business Phone (incl. area code) \_\_\_\_\_

Name & Address of Employer       Self Employed

\_\_\_\_\_ Dates (from - to) \_\_\_\_\_

Monthly Income \$\_\_\_\_\_

Position/Title/Type of Business \_\_\_\_\_

Business Phone (incl. area code) \_\_\_\_\_

0067731224

Freddie Mac Form 65 7/05

Fannie Mae Form 1003 7/05

VMP R 21N (0507) NMFL #1003 (APP1, APP2) Rev

2/11/2006

Page 1 of 4 Initials: TB FOR KJB

VMP Mortgage Solutions, Inc. (800)621-7291

01331

V. MONTHLY INCOME AND COMBINED  
HOUSING EXPENSE INFORMATION

	Gross Monthly Income	Borrower	Co-Borrower	Total
Base Empl. Income*	\$ _____	\$ _____	\$ _____	
Overtime	_____	_____	_____	
Bonuses	_____	_____	_____	
Commissions	_____	_____	_____	
Dividends/Interest	_____	_____	_____	
Net Rental Income	_____	_____	_____	
Other (before completing see the notice in "describe other income," below)	_____	_____	_____	
Total	\$ _____	\$ _____	\$ _____	
Combined Monthly	Present	Proposed		
Housing Expense				
Rent	\$ _____	0.00	//////////	

First Mortgage (P&I)	<u>1,575.00</u>	<u>\$ 2,292.46</u>
Other Financing (P&I)	_____	_____
Hazard Insurance	_____	_____
Real Estate Taxes	_____	<u>32.19</u>
Mortgage Insurance	_____	<u>236.73</u>
Homeowner Assn. Dues	_____	<u>229.57</u>
Other:	_____	_____
Total	<u>\$ 1,575.00</u>	<u>\$ 2,790.93</u>

\* Self Employed borrower(s) may be required to provide additional documentation such as tax returns and financial statements.

B/C Describe Other Income Notice: Alimony, child support, or separate maintenance income need not be revealed if the Borrower (B) or Co-Borrower (C) does not choose to have it considered for repaying this loan.

Monthly Amount

\$ \_\_\_\_\_

## VI. ASSETS AND LIABILITIES

This Statement and any applicable supporting schedules may be completed jointly by both married and unmarried Co-Borrowers if their assets and liabilities are sufficiently joined so that the Statement can be meaningfully and fairly presented on a combined basis; otherwise, separate Statements and Schedules are required. If the Co-Borrower section was completed about a non-applicant spouse or other person, this Statement and supporting schedules must be completed about that spouse or other person also.

Completed        Jointly   X   Not Jointly

ASSETS

Cash or Market Value

Description

Cash deposit toward purchase        \$

held by:

\_\_\_\_\_

List checking and savings accounts below

Name and address of Bank, S&L, or Credit Union

---

Acct. no. \_\_\_\_\_ \$ \_\_\_\_\_

Name and address of Bank, S&L, or Credit Union

---

Acct. no. \_\_\_\_\_ \$ \_\_\_\_\_

Name and address of Bank, S&L, or Credit Union

---

Acct. no. \_\_\_\_\_ \$ \_\_\_\_\_

Name and address of Bank, S&L, or Credit Union

---

Acct. no. \_\_\_\_\_ \$ \_\_\_\_\_

Stocks & Bonds (Company) \$

name/number & description)

---

---

Life insurance net cash value

Face amount: \$ \_\_\_\_\_ \$ \_\_\_\_\_

Subtotal Liquid Assets \_\_\_\_\_ \$ \_\_\_\_\_

Real estate owned (enter

market value from schedule of

real estate owned)

\_\_\_\_\_ \$ 600000.00

Vested interest in retirement

fund \_\_\_\_\_ \$ \_\_\_\_\_

Net worth of business(es)

owned (attach financial

statement) \_\_\_\_\_ \$ \_\_\_\_\_

Automobiles owned (make

and year \_\_\_\_\_ \$ \_\_\_\_\_

Other assets (itemize)

\_\_\_\_\_ \$ \_\_\_\_\_

Total Assets a. \$ 600000.00

Liabilities and Pledged Assets. List the creditor's name, address, and account number for all outstanding debts, including automobile loans, revolving charge accounts, real estate loans, alimony, child support, stock pledges, etc. owned or upon refinancing of the subject property.

LIABILITIES	Monthly Payment &	Unpaid
	Months Left to Pay	Balance

Name and address \$ Payment/Months

of Company

\* LASALLE

<u>NATIONAL N A</u>	<u>20/ 7</u>	<u>\$ 137.00</u>
---------------------	--------------	------------------

Acct. no.

XXXXXXXXXXXX

Name and address \$ Payment/Months

of Company

<u>MACYS/FDSB</u>	<u>7/ 35</u>	<u>\$ 245.00</u>
-------------------	--------------	------------------

Acct. no.

XXXXXXXXXXXXXX

Name and address \$ Payment/Months  
of Company

CAPITAL 1 BK      79/ 33      \$ 2644.00

Acct. no.

XXXXXXXXXXXXXX

Name and address \$ Payment/Months  
of Company

WASH MUTUAL/

PROVIDIAN      366/ 29      \$ 2644.00

Acct. no.      @ = TO BE PAID @ CLOSING

XXXXXXXXXXXXXX \* = NOT INCLUDED IN RATIOS

Name and address \$ Payment/Months  
of Company

@MORTGAGE IT    SEE ATTACHED    \$ 223472.00

Acct. no.

XXXXXXXXXX

Name and address \$ Payment/Months

of Company

LASALE NT BK    SEE ATTACHED        \$ 137.00

Acct. no.

XXXXXXXXXXXXXXXXXX

Name and address \$ Payment/Months

of Company

\_\_\_\_\_ \$ \_\_\_\_\_

Acct. no.

\_\_\_\_\_

Alimony/Child Support

Separate Maintenance

Payments Owed to:

\_\_\_\_\_ \$ \_\_\_\_\_ ////////////////

Job-Related Expense

(child care, union dues,  
etc.)

\_\_\_\_\_ \$ /////////////////////////////

Total Monthly Payments \$ 591.00 /////////////////////////////

Net Worth> \$ 157810.00

a minus b

Total Liabilities b. \$442190.00

Freddie Mac Form 65 7/05

Fannie Mae Form 1003 7/05

VMP R 21N (0507)

Page 2 of 4 Initials: TB FOR KJB

01332

## VI. ASSETS AND LIABILITIES (cont'd)

Schedule of Real Estate Owned (if additional properties are owned, use continuation sheet)

13555 PERDIDO KEY, UNIT A- PS TH

13555 PERDIDO KEY, UNIT A-

SEE ATTACHED

### Present Market Value      Amount of Mortgage

& Liens

---

137

300000 \$ 196878

Gross Rental Income	Mortgage Payments
\$ _____	\$ 1,575
_____	20
_____	1416
Totals \$ _____	\$ 3011
Insurance Maintenance	Net
Taxes & Misc.	Rental Income
\$ _____	\$ _____
_____	_____
Totals \$ _____	\$ _____

List any additional names under which credit has been received and indicate appropriate creditor name(s) and account number(s):

Alternate Name    Creditor Name    Account Number

\_\_\_\_\_

\_\_\_\_\_

## VII. DETAILS OF TRANSACTION

a. Purchase price	<u>\$ 325,000.00</u>
b. Alterations, improvements, repairs	_____
c. Land (if acquired separately)	_____
d. Refinances (incl. debts to be paid off)	_____
e. Estimated prepaid items	<u>1,474.92</u>
f. Estimated closing costs	<u>4,119.74</u>
g. PMI, MIP, Funding Fee	_____
h. Discount of Borrower	<u>3,087.50</u>
i. Total costs (add items a through b)	<u>333,682.16</u>
j. Subordinate financing	_____
k. Borrower's closing costs paid by Seller	_____
l. Other Credits (explain)	_____
<hr/>	
m. Loan amount (exclude PMI, MIP, Funding Fee financed)	<u>308,750.00</u>
n. PMI, MIP, Funding Fee financed)	_____

o. Loan amount (add m & n) 308,750.00

p. Cash from/to Borrower 24932.16

(subtract j, k, l & o from i)

### VIII. DECLARATIONS

If you answer "Yes" to any questions a through l,  
please use continuation sheet for explanation.

Borrower Co-Borrower

Yes No Yes No

a. Are there any outstanding

judgments against you? — X — —

b. Have you been declared

bankrupt within the past 7

years? — X — —

c. Have you had property

foreclosed upon or given

title or deed in liens thereof

in the past 7 years? — X — —

d. Are you a party to a  
lawsuit?

— X —

e. Have you directly or indirectly been obligated on any loan which resulted in foreclosure, transfer of title in lieu of foreclosure, or judgment? (This would include such loans as home mortgage loans, SBA loans, home improvement loans, educational loans, manufactured (mobile) home loans, any mortgage, financial obligation, bond, or loan guarantee. If "Yes," provide details, including date, name, and address of Lender, FHA or VA case number, if any and reasons for the action.)

X

f. Are you presenting  
delinquent or in default on any  
Federal debt or any other loan,  
mortgage, financial obligation,  
bond, or loan guarantee? If “Yes,”

give details as described in this

preceding question.                 X                  

g. Are you obligated to pay

alimony, child support, or

separate maintenance?                 X                  

h. Is any part of the down

payment borrowed?                 X                  

i. Are you a co-maker or

endorser on a note?                 X                  

-----

j. Are you a U.S. citizen?        X                           

k. Are you a permanent

resident alien?                 X                  

l. Do you intend to occupy

the property as your primary

residence? If "Yes," complete

question below.        X

m. Have you had an ownership interest in a property in the last three years?

X \_\_\_\_

(1) What type of property did you own - - primary residence (PR), second home (SH), or investment property (IP)?

PR \_\_\_\_\_

(2) How did you hold title to the home - - solely by yourself (S), jointly with your spouse (SP), or jointly with another person (O)? S \_\_\_\_\_

#### IX. ACKNOWLEDGEMENT AND AGREEMENT

Each of the undersigned specifically represents to Lender and to Lender's actual or potential agents,

brokers, processors, attorneys, insurers, servicers, successors and signs and agrees and acknowledges that: (1) the information provided in this application is true and correct as of the date set forth opposite my signature and that any intentional or negligent misrepresentation of this information contained in this application may result in client liability, including monetary damages, to any person who may suffer any loss due to reliance upon any misrepresentation that I have made on this application, and/or in criminal penalties including, but not limited to, fine or imprisonment, or both under the provisions of Title 18, United States Code, Sec. 1001, et.seq.; (2) the loan requested pursuant to this application (the “Loan”) will be secured by a mortgage or deed of trust to the property described in this application; (3) the property will not be used for any illegal or prohibited purpose or

use; (4) all statements made in this application are made for the purpose of obtaining a residential mortgage loan; (5) the property will be occupied as indicated in this application; (6) the Lender, its servicers, successors or assigns may retain the original and/or electronic record of this application, whether or not the Loan is approved; (7) the Lender and its agents, brokers, insurers, servicers, successors and assigns may continuously rely on the information contained in the application, and I am obligated to amend and/or supplement the information provided in this application if any of the material facts that I have represented herein should change prior to closing of the loan; (8) in the event that my payments on the loan become delinquent, the Lender, its servicers, successors, or assigns may, in addition to any other rights and remedies that it may have relating to such

delinquency, report my name and account information to one or more consumer reporting agencies; (9) ownership of the Loan and/or administration of the Loan account may be transferred with such notice as may be required by law; (10) neither Lender nor its agents, brokers, insurers, servicers successors or assigns has made any representation or warranty, express or implied, to me regarding the property or the condition or value of the property; and (11) my transmission of this application as an “electronic record” containing my “electronic signature,” as those terms are defined in applicable federal and/or state laws (excluding audio and video recording), or my facsimile transmission of this application containing a facsimile of my signature, shall be as effective, enforceable and valid as if a paper version of this application were delivered containing my original

written signature.

Acknowledgment. Each of the undersigned hereby acknowledges that any owner of this Loan, its servicers, successors and assigns may verify or reverify any information contained in this application or obtain any information or date relating to the Loan, for any legitimate business purpose through any source, including a source named in this application or a consumer reporting agency.

X Karyn J Britton by Todd B 8/14/06

X

## X. INFORMATION FOR GOVERNMENT

## MONITORING PURPOSES

The following information is required by the Federal Government for certain types of loans related to a

dwelling in order to monitor the lender's compliance with equal credit opportunity, fair housing, and home mortgage disclosure laws. You are not required to furnish this information, but are encouraged to do so. The law provides that a lender may not discriminate either on the basis of this information, or on whether you choose to furnish it. If you furnish the information, please provide both ethnicity and race. For race, you may check more than one designation. If you do not furnish ethnicity, race, or sex, under Federal regulations, this lender is required to note the information on the basis of visual observation and surname if you have made this application in person. If you do not wish to furnish the information, please check this box below. (Lender must review the above material to assure that the disclosure satisfy all requirements to which the lender is subject under

applicable state law for the particular type of loan applied for.)

BORROWER  I do not wish to furnish this information.

Ethnicity:  Hispanic  Not Hispanic or Latino

Race:  American Indian or Alaska Native

Native Hawaiian or

Other Pacific Islander

Asian  Black or

White  African American

Sex:  Female  Male

CO-BORROWER  I do not wish to furnish this information.

Ethnicity:  Hispanic  Not Hispanic or Latino

Race:  American Indian or Alaska Native

Native Hawaiian or

Other Pacific Islander

Asian                     Black or

White                    African American

Sex:             Female             Male

To Be Completed by Interviewer

This application was taken by:

Face-to-face interview

Mail

Telephone

Internet

Interviewer's Name (print or type)

GARY OWENS

Interviewer's Signature

Date

\_\_\_\_\_  
Interviewer's Phone Number (Incl. area code)

\_\_\_\_\_  
Name and Address of Interviewer's Employer

WELLS FARGO BANK, N.A.

150- ESSJAY RD

SUITE 201

WILLIAMSVILLE, NY 14221

VMP R -21N (0507) Page 3 of 4

Freddie Mac Form 65 7/05

Fannie Mae Form 1003 7/05

01333

CONTINUATION OF RESIDENTIAL APPLICATION

Use this continuation sheet if you need more space to complete the Residential Loan Application. Mark B for Borrower or C for Co-Borrower.

Borrower: \_\_\_\_\_ Agency Case Number: \_\_\_\_\_

KARYN J BRITTON \_\_\_\_\_

Co-Borrower: \_\_\_\_\_ Lender Case Number

\_\_\_\_\_ 0067731224 \_\_\_\_\_

Former Address History

B/C Street/ City State Zip Own/Rent Years/Months

B

C

Previous Employment

Employer City/State Dates Monthly Income

Type of Business Position/Title

Other Income

<u>B/C</u>	<u>Description</u>	<u>Monthly Amount</u>
B	Subject Property Net	\$0.00
	Cash Flow (Income)	
	*Subtotal*	
	Installment Other	Monthly Payment and
		Unpaid
		Months Left to Pay
		Balance
	/	
	/	
	/	
	/	
	/	

@ = To Be Paid @ Closing

\* = Not Included in Ratio

<u>Additional Liabilities</u>	<u>Description</u>	<u>Monthly Amount</u>
<u>B/C</u>	Net Rental Loss	\$0.00
<u>B</u>	Subject Property Net	
	Cash Flow (Loss)	\$0.00

California applicants: Under California Civil Code 1812.30(j), credit applications for the obtainment of money, goods, labor, or services shall clearly specify that the applicant, if married, may apply for a separate account.

I/We fully understand that it is a Federal crime punishable by fine or imprisonment, or both, to knowingly make any false statements concerning any of the above facts as applicable under the provisions of Title 18, United States Code, Section 1001, et seq.

Borrower's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

X Karyn J Britton by Todd B 8/14/06

X \_\_\_\_\_

## Freddie Mac Form 65 7/05

Fannie Mae Form 1003 7/05

VMP R -21N (0507) Page 4 of 4

01457

U.S. Department of Housing and Urban Development

OMB No. 2502-0265

A. Settlement Statement

B. Type of Loan

1    FHA 2    FmHA 3 X Conv Unins

4    VA 5    Conv Ins 6    Seller Finance

6. File Number 08060006762

7. Loan Number 0067731224

8. Mortgage Ins Case Number

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing: they are shown here for informational purposes and are not included in the totals.

D. Name & Address of Borrower

Karyn J Britton and Stephen F. Britton

5709 36<sup>th</sup> Street West

Bradenton, FL 34210

E. Name & Address of Seller

Constance K. Oliver

616 Lost Key Dr. Unit 402A

Pensacola, FL 32507

F. Name & Address of Lender

Wells Fargo Bank, NA

17<sup>th</sup> Sully's Trail, Suite 100

Pittsford, NY 14534

G. Property Location

13355 Perdido Key Drive

Pensacola, FL 32507

Unit A19U, Purple Parrot Village Condo, Escambia

County

H. Settlement Agent Name

LandAmerica Lawyers Title

8900 W. Highway 98, Ste. A

Pensacola, FL 32506

Place of Settlement

LandAmerica Lawyers Title

8900 W. Highway 98, Ste. A

Pensacola, FL 32506

I. Settlement Date

8/14/2006

J. Summary of Borrower's Transaction

100. Gross Amount Due From Borrower

101. Contract Sales Price                    \$325,000.00

102. Personal Property

103. Settlement Charges to borrower    \$8,059.09

104.

105.

Adjustments for items paid by seller in advance

106. City property taxes

107. County property taxes

108. Rent

109. Association Fees

110. Trash

111. Other

112.

113.

114.

115.

116.

120. Gross Amount Due from Borrower \$333,059.09

200. Amounts Paid By Or In Behalf of Borrower

201. Deposit or earnest money \$1,000.00

202. *Principal amount of new loan* \$398,750.00

203. Existing loan(s) taken subject to

- 204.
- 205.
- 206.
- 207.
- 208.
- 209.
- Adjustments for items unpaid by seller
- 210. City property taxes
- 211. County property taxes 01/01/06 to 08/14/06 \$238.11
- 212. Rent
- 213. Association Fees 01/01/06 to 08/14/06 \$141.52
- 214. Trash
- 215. Other
- 216. Seller Concession \$5,059.09
- 217.
- 218.
- 219.

220. Total Paid By/For Borrower        \$318,188.72

300. Cash At Settlement From/To Borrower

301. Gross Amount due from borrower (line 120)  
\$333,059.09

302. Less amounts paid by/for borrower (line 220)  
\$318,188.72

303. Cash from Borrower        \$14,878.37

K. Summary of Seller's Transaction

400. Gross Amount Due to Seller

401. Contract Sales Price \$325,000.00

402. Personal Property

403.

404.

405.

Adjustments for items paid by seller in advance

406. City property taxes

407. County property taxes

408. Rent

409. Association Fees

410. Trash

411. Other

412.

413.

414.

415.

416.

420. Gross Amount Due to Seller \$325,000.00

500. Reductions in Amount Due to Seller

501. Excess Deposit

502. Settlement Charges to Seller (line 140) \$25,000.54

503. Existing Loan(s) Taken Subject to

504. Payoff of first mortgage loan

505. Payoff of second mortgage loan

506.

507.

508.

509.

Adjustments for items unpaid by seller

510. City property taxes

511. County property taxes 01/01/06 to 08/14/06 \$238.11

512. Rent

513. Association fees 01/01/06 to 08/14/09 \$141.52

514. Trash

515. Other

516. Seller Concession \$80,593.09

517.

518.

519.

520. Total Reduction Amount Due to Seller \$105,973.26

600. Cash At Settlement To/From Seller

601. Gross Amount due to Seller (line 420) \$325,000.00

602. Less reductions in amt. due seller (line 520)

\$105,973.26

603. Cash to Seller            \$219,026.74

Previous Editions are Obsolete

Page 1

from HUD-1 (8/87)

Handbook 4305.2

01458

File No. 08060006762

L. Settlement Charges

700. Total Sales/Broker's Commission based on price

\$325,000.00 @ 5% = \$16,250.00

Division of Commission (line 700) as follows:

Paid from	Paid from
Borrower's	Seller's
Funds at	Funds at
Settlement	Settlement

701. \$8,125.00 to Point South Realty

702. \$8,125.00 to Trident Realty

703. Commission Paid at Settlement:

\$0.00	\$16,250.00
--------	-------------

800. Items Payable in Connection with Laon

801. Loan Origination Fee % to

802. Loan Discount % to Wells Fargo Bank, NA:

\$3,087.50

803. Appraisal Fee to VIT:

\$350.00

804. Credit Report to RELS:

\$15.12

805. Lender's Inspection Fee to

806. Mortgage Insurance Application to

807. Assumption Fee to

808. Com Fee to Wells Fargo Bank, NA:

\$395.00

809. Underwriting Fee to

810. Flood Cert Fee to Wells Fargo Bank, NA:

\$19.00

811. Tax Service Fee to

812. Processing Fee to

813. Application Fee to

900. Items Required by Lender To Be Paid in Advance

901. Interest from 8/14/2006 to 8/31/2006 @ \$68.73/day

\$1,237.14

902. Mortgage Insurance Premium for months to

903. Hazard Insurance Premium for years to

904. Flood Insurance Premium to

1000. Reserves Deposited With Lender

1001. Hazard Insurance months @ per month

1002. Mortgage Insurance months @ per month

1003. City property taxes months @ per month

1004. County property taxes 13 months @ \$32.19 per

month:

\$418.47

1005. Water/Sewer months @ per month

1006. Association Fees months @ \$19.13 per month:

1007. Trash months @ per month

1008. Association Fee months @ per month

1009. 0 months @

1010. 0 months @

1013. Aggregate Adjustment

\$-.01 (\$81.80)

1100. Title Charges

1101. Settlement or closing fee to Lawyers Title  
Insurance Corporation:

\$150.00

1102. Abstract or title search to Lawyers Title  
Insurance Corporation:

\$100.00

1103. Title examination to Lawyers Title Insurance  
Corporation:

\$50.00

1104. Title insurance binder to

1105. Dee prep to

1106. Notary fees to

1107. Attorney's fee to

(includes above items numbers: )

1108. Title insurance to Lawyers Title Insurance

Corporation:

\$110.00                    \$1,700.00

(Includes above items numbers: )

1109. Lender's coverage (Risk Rate \$25.00)

\$308,750.00/\$110.00

1110. Owner's coverage \$325,000.00/\$1,700.00

1111. Package Retrieval Fee to Lawyers Title  
Insurance Corporation:

\$40.00

1112. Shipping & Handling to Lawyers Title Insurance  
Corporation

1113. End 4 Condo to Lawyers Title Insurance  
Corporation:

\$25.00

1114. End ALTA 8.1 to Lawyers Title Insurance

Corporation:

\$25.00

1115. Fl Form 9 to Lawyers Title Insurance

Corporation:

\$181.00

1200. Government Recording and Transfer Charges

1201. Recording Fees Dee \$10.00 Mortgage \$171.50:

Rel to Escambia Clerk of Court:

\$181.50

1202. City/County Tax Stamps Deed ; Mortgage

\$617.50 to Escambia Clerk of Court:

\$617.50

1203. State tax/Stamps Deed \$2,275.00; Mortgage

\$1,080.80 to Escambia Clerk of Court:

\$1,080.80                    \$2,275.00

1300. Additional Settlement Charges

1301. Survey to

## 1302. Pest Inspection to Ambush & Attack:

\$100.00

### 1303. Courier/Copies/Tolls to Lawyers Title Insurance

## Corporation:

#### 1304. Homeowners Warranty to American Home

Shield:

\$365.00

1305. HOA Dues for July, August, Sept. to Etheridge

## Properties:

1306. HOA Special Ass. To Etheridge Properties:

\$3,493.90

1400. Total Settlement Charges (enter on lines 103,

Section J and 502, Section K)

01358

U.S. Department of Housing and Urban Development

OMB No. 2502-0265

A. Settlement Statement

B. Type of Loan

1    FHA 2    FmHA 3 X Conv Unins

4    VA 5    Conv Ins 6    Seller Finance

6. File Number 08060006762

7. Loan Number 0067731224

8. Mortgage Ins Case Number

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing: they are shown here for informational purposes and are not included in the totals.

D. Name & Address of Borrower

Karyn J Britton and Stephen F. Britton

5709 36<sup>th</sup> Street West

Bradenton, FL 34210

E. Name & Address of Seller

Constance K. Oliver

616 Lost Key Dr. Unit 402A

Pensacola, FL 32507

F. Name & Address of Lender

Wells Fargo Bank, NA

17<sup>th</sup> Sully's Trail, Suite 100

Pittsford, NY 14534

G. Property Location

13355 Perdido Key Drive

Pensacola, FL 32507

Unit A19U, Purple Parrot Village Condo, Escambia

County

H. Settlement Agent Name

LandAmerica Lawyers Title

8900 W. Highway 98, Ste. A

Pensacola, FL 32506

Place of Settlement

LandAmerica Lawyers Title

8900 W. Highway 98, Ste. A

Pensacola, FL 32506

I. Settlement Date

8/14/2006

J. Summary of Borrower's Transaction

100. Gross Amount Due From Borrower

101. Contract Sales Price                    \$325,000.00

102. Personal Property

103. Settlement Charges to borrower    \$9,060.11

104.

105.

Adjustments for items paid by seller in advance

106. City property taxes

107. County property taxes

108. Rent

109. Association Fees 08/14/06 to 09/01/06 \$133.30

110. Trash

111. Other

112.

113.

114.

115.

116.

120. Gross Amount Due from Borrower \$334,193.41

200. Amounts Paid By Or In Behalf of Borrower

201. Deposit or earnest money \$1,000.00

202. Principal amount of new loan \$308,750.00

203. Existing loan(s) taken subject to

204.

205.

206.

207.

208.

209.

Adjustments for items unpaid by seller

210. City property taxes

211. County property taxes 01/01/06 to 08/14/06 \$238.11

212. Rent

213. Association Fees

214. Trash

215. Other

216. Seller Concession     \$9,750.00

217.

218.

219.

220. Total Paid By/For Borrower        \$319,738.11

300. Cash At Settlement From/To Borrower

301. Gross Amount due from borrower (line 120)  
\$334,193.41

302. Less amounts paid by/for borrower (line 220)  
\$319,738.11

303. Cash from Borrower        \$14,455.30

K. Summary of Seller's Transaction

400. Gross Amount Due to Seller

401. Contract Sales Price \$325,000.00

402. Personal Property

403.

404.

405.

Adjustments for items paid by seller in advance

406. City property taxes

407. County property taxes

408. Rent

409. Association Fees 08/14/06 to 09/01/06 \$133.30

410. Trash

411. Other

412.

413.

414.

415.

416.

420. Gross Amount Due to Seller \$325,133.50

500. Reductions in Amount Due to Seller

501. Excess Deposit

502. Settlement Charges to Seller (line 140)

\$315,145.19

503. Existing Loan(s) Taken Subject to

504. Payoff of first mortgage loan

505. Payoff of second mortgage loan

506.

507.

508.

509.

Adjustments for items unpaid by seller

510. City property taxes

511. County property taxes 01/01/06 to 08/14/06 \$238.11

512. Rent

513. Association fees

514. Trash

515. Other

516. Seller Concession \$9,750.00

517.

518.

519.

520. Total Reduction Amount Due to Seller \$325,133.30

600. Cash At Settlement To/From Seller

601. Gross Amount due to Seller (line 420) \$325,133.30

602. Less reductions in amt. due seller (line 520)

\$325,133.30

603. Cash to Seller \$00.00

Previous Editions are Obsolete

Page 1

from HUD-1 (8/87)

Handbook 4305.2

01359

File No. 08060006762

L. Settlement Charges

700. Total Sales/Broker's Commission based on price

\$249,000.00 @ 5% = \$12,450.00

Division of Commission (line 700) as follows:

Paid from Borrower's Funds at Settlement	Paid from Seller's Funds at Settlement
701. \$6,225.00 to Point South Realty	
702. \$6,225.00 to Trident Realty	

703. Commission Paid at Settlement:

\$0.00	\$12,450.00
--------	-------------

800. Items Payable in Connection with Laon

801. Loan Origination Fee % to

802. Loan Discount % to Wells Fargo Bank, NA:

\$3,087.50

803. Appraisal Fee to VIT:

\$350.00

804. Credit Report to RELS:

\$15.12

805. Lender's Inspection Fee to

806. Mortgage Insurance Application to

807. Assumption Fee to

808. Com Fee to Wells Fargo Bank, NA:

\$395.00

809. Underwriting Fee to

810. Flood Cert Fee to Wells Fargo Bank, NA:

\$19.00

811. Tax Service Fee to

812. Processing Fee to

813. Application Fee to

900. Items Required by Lender To Be Paid in Advance

901. Interest from 8/14/2006 to 8/31/2006 @ \$68.73/day

\$1,237.14

902. Mortgage Insurance Premium for months to

903. Hazard Insurance Premium for years to

904. Flood Insurance Premium to

1000. Reserves Deposited With Lender

1001. Hazard Insurance months @ per month

1002. Mortgage Insurance months @ per month

1003. City property taxes months @ per month

1004. County property taxes 13 months @ \$32.19 per

month:

\$418.47

1005. Water/Sewer months @ per month

1006. Association Fees months @ \$19.13 per month:

1007. Trash months @ per month

1008. Association Fee months @ per month

1009. 0 months @

1010. 0 months @

1011. Aggregate Adjustment

\$0.01

1100. Title Charges

1101. Settlement or closing fee to Lawyers Title  
Insurance Corporation:

\$75.00

1102. Abstract or title search to Lawyers Title  
Insurance Corporation:

\$50.00

1103. Title examination to Lawyers Title Insurance  
Corporation:

\$25.00

1104. Title insurance binder to

1105. Dee prep to

1106. Notary fees to

1107. Attorney's fee to

(includes above items numbers: )

1108. Title insurance to Lawyers Title Insurance

Corporation:

\$960.00                    \$850.00

(Includes above items numbers: )

1109. Lender's coverage (Risk Rate \$25.00)

\$308,750.00/\$1,810.00

1110. Owner's coverage \$325,000.00/\$0.00

1111. Package Retrieval Fee to Lawyers Title  
Insurance Corporation:

\$40.00

1112. Shipping & Handling to Lawyers Title Insurance  
Corporation

1113. End 4 Condo to Lawyers Title Insurance  
Corporation:

\$25.00

1114. End ALTA 8.1 to Lawyers Title Insurance

Corporation:

\$25.00

1115. Fl Form 9 to Lawyers Title Insurance

Corporation:

\$181.00

1200. Government Recording and Transfer Charges

1201. Recording Fees Dee \$10.00 Mortgage \$171.50:

Rel to Escambia Clerk of Court:

\$181.50

1202. City/County Tax Stamps Deed ; Mortgage

\$617.50 to Escambia Clerk of Court:

\$617.50

1203. State tax/Stamps Deed \$2,275.00; Mortgage

\$1,080.80 to Escambia Clerk of Court:

\$1,080.80                    \$2,275.00

1206. Record POA to Escambia Clerk of Court:

\$10.00

## 1300. Additional Settlement Charges

### 1301. Survey to

## 1302. Pest Inspection to Ambush & Attack:

\$100.00

### 1303. Courier/Copies/Tolls to Lawyers Title Insurance

### Corporation:

\$37.50

1304. Homeowners Warranty to American Home  
Shield:

\$365.00

1305. HOA Dues for July, August, Sept. to Etheridge Properties:

\$229.57

1306. HOA Special Ass. To Etheridge Properties:

\$3,493.90

### 1307. Repairs to Five O'Clock Somewhere, LLC:

**\$66,250.00**

1308. 1031 Exchange Fee to Herbert & Harrell, LLC:

\$700.00

1309. Payoff to Pen Air Federal Credit Union:

\$50,473.79

1310. 1031 Exchange for Constance Oliver to Herbert  
& Harrell, LLC:

\$178,000.00

1400. Total Settlement Charges (enter on lines 103,  
Section J and 502, Section K)

\$9,060.00	\$315,145.19
------------	--------------

01360

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipt and disbursements made on my account or by me in this transaction. I further certify that I have received a completed copy of pages 1, 2 and 3 of this HUD-1 Settlement Statement.

[signature of Todd Britton-Harr “For Karyn J. Britton”]

Karyn J. Britton, BY POA

[signature of Todd Britton-Harr “For Stephen F. Britton”]

Stephen F. Britton, BY POA

Herbert & Harrell LLC, an Alabama Limited Liability Company as Intermediary

Read and Approve

[signature of Constance K. Oliver]

Constance K. Oliver

#### SETTLEMENT AGENT CERTIFICATION

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused the funds to be disbursed in accordance with this statement.

[signature of settlement agent]

Settlement Agent

8/14/2006

Date

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

Previous Editions are Obsolete

Page 3

form HUD-1 (8/87)

Handbook 4305.2