

Prepared By and Return To:

Cynthia Nobara
Fidelity National Title Insurance Company
4237 13th St.
St. Cloud, FL 34769

File No. FT12-FT0000004742

Property Appraiser's Parcel I.D. (folio) Number(s)

R252529-253500010410

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on . The mortgagor is DANIEL HIBMA ("Borrower"), whose post office address is 1701 Porter SW, Suite 6, Wyoming, MI 49519. This Security Instrument is given to FLAGSTAR BANK ("Lender") which is organized and existing under the laws of State of Michigan and whose address is 5151 Corporate Drive/Mail Stop E-550-3, Troy, MI 48098.

Borrower owes Lender the principal sum of TWO HUNDRED FORTY THOUSAND AND 00/100 Dollars (U.S. \$ 240,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in Osceola County, Florida.

Lot ___, Heritage Key Villas Phase One And Two, according to the plat thereof, as recorded in Plat Book 18, Page 121 through 126, inclusive, of the Public Records of Osceola County, Florida.

which has the address of 2009 Grand Oak Dr., Kissimmee, FL 34744
("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges.

MORTGAGE

(Continued)

Borrower shall promptly pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance.

Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrowers escrow account under the Federal Real Estate Settlement Procedures Act of 1974 as amended from time to time. 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments.

Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

MORTGAGE

(Continued)

4. Charges; Liens.

Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance.

Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval, which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

MORTGAGE (Continued)

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.

Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property.

If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorney's fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

MORTGAGE (Continued)

8. Mortgage Insurance.

If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender required) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for the mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection.

Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation.

The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or

MORTGAGE
(Continued)

change the amount of such payments.

MORTGAGE (Continued)

11. Borrower Not Released; Forbearance by Lender Not a Waiver.

Extension of the time of payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Cosigners.

The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the term of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges.

If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices.

Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designated by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability.

This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of the Security Instrument and the Note which can be given effect without the conflicting provision. To this end the provision of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy.

Borrower shall be given one conformed copy of the Note and of this Security Instrument.

MORTGAGE (Continued)

17. Transfers of the Property or a Beneficial Interest in Borrower.

If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. If lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate.

If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgement enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to reasonable attorney's fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligations to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer.

The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

MORTGAGE (Continued)

Borrower shall promptly give Lender written notice of any investigation, claim demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21. Acceleration; Remedies.

Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by Judicial Proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

22. Release.

Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

23. Attorney's Fees.

As used in this Security Instrument and the Note, "attorneys' fees" shall include any attorneys' fees awarded by an appellate court.

MORTGAGE
(Continued)

24. Riders to this Security Instrument.

If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

[Check applicable box(es)]

- | | | |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> V. A. Rider | <input type="checkbox"/> Rate Improvement Rider | |
| | <input type="checkbox"/> Other(s) [specify] | |

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Signed, sealed and delivered in the presence of:

Barry Buyer

Barbara Buyer,

State of _____

County of _____

The foregoing instrument was acknowledged before me this ____ day of _____, by _____, to me known to be the person(s) described in or who has/have produced _____ as identification and who executed the foregoing instrument and he/she/they acknowledged that he/she/they executed the same.

Witness my hand and official seal in the County and State last aforesaid this ____ day of _____, 20____.

NOTARY PUBLIC
My Commission Expires:

Prepared By and Return To:

Cynthia Nobara
Fidelity National Title Insurance Company
4237 13th St.
St. Cloud, FL 34769

File No. FT12-FT0000004742

Property Appraiser's Parcel I.D. (folio) Number(s)
R252529-253500010410

**WARRANTY DEED
(INDIVIDUAL)**

This WARRANTY DEED, dated April 11, 2007 by
FLPRD, LLC, A FLORIDA LIMITED LIABILITY COMPANY
whose post office address is:

hereinafter called GRANTOR, to

BARRY BUYER

whose post office address is:

hereinafter called the GRANTEE:

(Wherever used herein the terms "Grantor" and "Grantee" include all parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successor and assigns of corporations.)

WITNESSETH: That the grantor, for and in consideration of the sum of \$10.00 and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys, and confirms unto the GRANTEE, all that certain land situated in Osceola County, Florida, viz:

Lot ____, Heritage Key Villas Phase One And Two, according to the plat thereof, as recorded in Plat Book 18, Page 121 through 126, inclusive, of the Public Records of Osceola County, Florida.

SUBJECT TO covenants, conditions, restrictions, reservations, limitations, easements and agreements of record, if any; taxes and assessments for the year 2006 and subsequent years; and to all applicable zoning ordinances and/or restrictions and prohibitions imposed by governmental authorities, if any.

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

TO HAVE AND TO HOLD the same in fee simple forever.

WARRANTY DEED
(Continued)

AND the grantor hereby covenants with said GRANTEE that except as above noted, 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.

IN WITNESS WHEREOF, GRANTOR has signed and sealed these presents the date set forth above.

SIGNED AND SEALED IN THE PRESENCE OF THE FOLLOWING WITNESSES:

(Witness Signature)

Managing Member

(Print Name of Witness)

(Address)

(Witness Signature)

(Address)

(Print Name of Witness)

State of _____
County of _____

THE FOREGOING INSTRUMENT was sworn and acknowledged before me on _____
by: FLPRD, LLC, a Florida Limited Liability Company who is
personally known to me or has produced _____ as identification.

Signature: _____
Print Name: _____

**AFFIDAVIT REGARDING
Barry Buyer and Barbara Buyer,
a limited liability company formed under
the laws of**

Affiant, , being first duly sworn, deposes and says:

1. Affiant is a (X) member, (X) manager or (X) managing member of Barry Buyer and Barbara Buyer, ("Borrower"), a limited liability company which was formed under the laws of and which is in good standing.
2. Affiant, as (X) member, (X) manager or (X) managing member of Borrower, is duly authorized to execute and deliver any and all documents necessary to borrow money on behalf of Borrower and to mortgage and encumber the real property described on Exhibit "A" Legal Description here (the "Property") and any appurtenances thereto and any personal property thereon. Said authority includes execution and delivery of notes, mortgages, affidavits, certificates, closing statements, indemnification agreements, guarantees, escrow agreements, collateral assignments of rents and profits, UCC financing statements and any and all other instruments and documents.
3. Attached as Exhibit "B" is a true and correct copy of the pertinent parts of Borrower's operating agreement.
4. All necessary and proper actions required to be taken by Borrower regarding the mortgaging of the Property and execution of the closing documents have been completed
5. Borrower has not been a debtor in a bankruptcy proceeding during its existence.
6. Affiant understands that this Affidavit will be relied upon by Fidelity National Title Insurance Company in the issuance of title insurance on the Property and indemnifies and holds Fidelity National Title Insurance Company harmless for any loss or damage which it may sustain by reason of any incorrect representations made herein.

(Affiant's Signature)

(Print Affiant's Name)

State of _____
County of _____

Sworn to and subscribed before me this _____ day of _____, 20__, by _____, who is personally known to me or who presented _____ as identification.

Notary Public
My Commission Expires:

EXHIBIT "A"
(Legal Description)

Lot ____, Heritage Key Villas Phase One And Two, according to the plat thereof, as recorded in Plat Book 18, Page 121 through 126, inclusive, of the Public Records of Osceola County, Florida.

EXHIBIT "B"
(Pages from Operating Agreement)

BORROWER'S TITLE AFFIDAVIT

(Individual)

DATE:

FILE NO.: FT12-FT0000004742

PROPERTY ADDRESS:

2009 Grand Oak Dr., Kissimmee, Florida 34744

Before me, the undersigned authority, personally appeared Barry Buyer and Barbara Buyer, (herein, "Affiant" shall refer to all parties executing this Affidavit), who, being duly sworn according to law, deposes and says:

1. OWNERSHIP. Affiant is the owner of and will execute a mortgage to FLAGSTAR BANK ("Lender") encumbering the following described real property:
Lot ___, Heritage Key Villas Phase One And Two, according to the plat thereof, as recorded in Plat Book 18, Page 121 through 126, inclusive, of the Public Records of Osceola County, Florida.
2. NO LEGAL DISABILITIES. Affiant is of legal age, under no legal disabilities and has never been known by any name other than as show above, except:
3. MARITAL & HOMESTEAD STATUS.
 - _____ a. Affiant are husband and wife
 - _____ b. Each Affiant is single
 - _____ c. The following Affiant is single:
 - _____ d. The following Affiant is married to a person not an Affiant hereto: and the Property is either not the homestead of such Affiant or Affiant's spouse will join in the execution of the deed required for this transaction.
4. LIENS, MORTGAGES & ENCUMBRANCES. Except as may be set forth in the title insurance commitment issued by Fidelity National Title Insurance Company for this transaction ("Title Commitment"), to the best of affiant's knowledge the Property is not subject to any other liens, mortgages, restrictions, easements or other matters, except:
5. PROHIBITION AGAINST EXECUTION OF ADVERSE INSTRUMENTS. Affiant agrees not to execute any other mortgage, deed or instrument affecting the title to the Property within five (5) business days hereof without first notifying Fidelity National Title Insurance Company.
6. NO VIOLATIONS OR BOUNDARY DISPUTES. There is no present violation of covenants, conditions or restrictions and no dispute with any adjoining property owner as to the location of any property line, except:
7. TAXES. To the best of affiant's knowledge there are no taxes, liens or assessments which are due or about to become due or which have attached or could attach to the Property, except:
8. MUNICIPAL OR COUNTY BILLS & ASSESSMENTS. To the best of affiant's knowledge there are no unpaid bills, liens or assessments for mowing, water, sanitary sewers, paving or other public utilities or improvements made by any governmental instrumentality. No notice has been received regarding future or pending assessments for improvements by any governmental instrumentality, except:
9. ASSOCIATION DUES/ASSESSMENTS. To the best of affiant's knowledge with regard to homeowner's or condominium assessments and/or dues, the Property is subject to:
 - X a. 1 association
 - _____ b. 2 or more associations

BORROWER'S TITLE AFFIDAVIT

(Continued)

_____ b.

_____ c. No association

All dues, assessments, fines or other fees are paid in full or shown on the settlement statement for this closing, except:

10. NO PENDING MATTERS OR COURT PROCEEDINGS. There are no matters pending against Affiant that could give rise to a lien that would attach to the Property prior to Lender's mortgage. There are no actions or proceedings now pending in any state, federal or territorial court affecting title to the Property or to which Affiant is a party including, but not limited to, proceedings for dissolution of marriage and proceedings in bankruptcy, receivership or insolvency, except:
11. CONSTRUCTION LIENS. To the best of affiant's knowledge there have been no improvements, repairs, additions or alterations performed upon the Property within the past 90 days which have not been paid for in full, except:

Affiant makes this affidavit for the purpose of inducing Lender to make a loan to Affiant and inducing Fidelity National Title Insurance Company to close the transaction and issue title insurance. Affiant indemnifies and holds Lender and Fidelity National Title Insurance Company harmless from any loss, damage and expense, including attorneys' fees, which Lender and/or Fidelity National Title Insurance Company may suffer as a result of reliance upon any of the representations herein which are inaccurate.

Barry Buyer

Barbara Buyer,

State of _____
County of _____

Sworn to and subscribed before me this _____ day of _____, 20____, by _____, who is personally known to me or who presented _____ as identification.

Notary Public
My Commission Expires:

SELLER'S TITLE AFFIDAVIT

(Individual)

DATE:

FILE NO.: FT12-FT0000004742

PROPERTY ADDRESS:

2009 Grand Oak Dr., Kissimmee, Florida 34744

Before me, the undersigned authority, personally appeared FLPRD, LLC, a Florida limited (herein, "Affiant" shall refer to all parties executing this Affidavit), who, being duly sworn according to law, deposes and says:

- 1. OWNERSHIP. Affiant is the owner of and is selling to Barry Buyer and Barbara Buyer, ("Buyer") the following described property:

Lot ____, Heritage Key Villas Phase One And Two, according to the plat thereof, as recorded in Plat Book 18, Page 121 through 126, inclusive, of the Public Records of Osceola County, Florida.
- 2. NO OTHER CONTRACTS. Affiant has not entered into any other agreement, contract or option to convey, lease or mortgage the Property, except:
- 3. NO LEGAL DISABILITIES. Affiant is of legal age, under no legal disabilities and has never been known by any name other than as show above, except:
- 4. MARITAL & HOMESTEAD STATUS (check all that apply).
 - _____ a. Affiant are husband and wife
 - _____ b. Each Affiant is single
 - _____ c. The following Affiant is single:
 - _____ d. The following Affiant is married to a person not an Affiant hereto: and the Property is either not the homestead of such Affiant or Affiant's spouse will join in the execution of the deed required for this transaction.
- 5. LIENS, MORTGAGES & ENCUMBRANCES. Except as may be set forth in the title insurance commitment issued by Fidelity National Title Insurance Company for this transaction ("Title Commitment"), the Property is not subject to any other liens, mortgages, restrictions, easements or other matters, except:
- 6. PROHIBITION AGAINST EXECUTION OF ADVERSE INSTRUMENTS. Affiant will not execute any instrument that would adversely affect Buyer's title and, except as set forth in the Title Commitment, has executed no instruments affecting title.
- 7. UNDISPUTED POSSESSION, OWNERSHIP & ACCESS. Except as may be set forth in the Title Commitment, Affiant has exclusive, undisputed possession and ownership of the Property and no one has challenged or tried to prevent Affiant's ingress and egress to the Property, except:
- 8. NO VIOLATIONS OR BOUNDARY DISPUTES. There is no present violation of covenants, conditions or restrictions and no dispute with any adjoining property owner as to the location of any property line, except:
- 9. TAXES. There are no taxes, liens or assessments which are due or about to become due or which have attached or could attach to the Property, except:
- 10. MUNICIPAL OR COUNTY BILLS & ASSESSMENTS. There are no unpaid bills, liens or assessments for mowing, water, sanitary sewers, paving or other public utilities or improvements made by any governmental instrumentality. No notice has been received regarding future or pending assessments for improvements by any governmental instrumentality, except:

SELLER'S TITLE AFFIDAVIT
(Continued)

11. ASSOCIATION DUES/ASSESSMENTS. With regard to homeowner's or condominium assessments and/or dues, the Property is subject to:

 X a. 1 association
 b. 2 or more associations
 c. No association

All dues, assessments, fines or other fees are paid in full or shown on the settlement statement for this closing, except:

12. NO PENDING MATTERS OR COURT PROCEEDINGS. There are no matters pending against Affiant that could give rise to a lien that would attach to the Property or cause a loss of title or impair the title of Buyer. There are no actions or proceedings now pending in any state, federal or territorial court affecting title to the Property or to which Affiant is a party including, but not limited to, proceedings for dissolution of marriage and proceedings in bankruptcy, receivership or insolvency, except:
13. CONSTRUCTION LIENS. There have been no improvements, repairs, additions or alterations performed upon the Property within the past 90 days which have not been paid for in full, except:

Affiant makes this affidavit for the purpose of inducing Buyer to buy the Property and inducing Fidelity National Title Insurance Company to close the transaction and issue title insurance. Affiant indemnifies and holds Buyer and Fidelity National Title Insurance Company harmless from any loss, damage and expense, including attorneys' fees, which Buyer and/or Fidelity National Title Insurance Company may suffer as a result of reliance upon any of the representations herein which are inaccurate.

FLPRD, LLC, a Florida limited liability company

BY: _____
Managing Member

State of _____
County of _____

Sworn to and subscribed before me this _____ day of _____, 20____, by _____, who is personally known to me or who presented _____ as identification.

Notary Public
My Commission Expires:

Prepared by:
Settlement Agent:
Fidelity National Title Insurance Company
4237 13th St.
St. Cloud, FL 34769
incidental to the issuance of a title insurance policy.
File Number: FT12-FT0000004742
Commitment Number: FT0000004742

BUYER'S ACKNOWLEDGEMENT
(INDIVIDUAL)

The undersigned have/has reviewed the Commitment referenced above and understands any requirements set forth in Schedule B - Section 1 which have not been met, and that the exceptions in Schedule B-Section 2, shall appear as exceptions to title in final policy or policies to be issued.

The following requirements have not been met and will appear as exceptions on the final title policy:

The undersigned have/has reviewed the survey, if any, prepared by , dated and understands that all encroachments, overlaps, boundary line disputes and any other matters disclosed by the survey shall appear as exceptions to title in the final policy or policies to be issued.

Barry Buyer

Date: _____

Barbara Buyer,

Date: _____

COMPLIANCE AND PRORATION AGREEMENT BETWEEN BUYER AND SELLER

PROPERTY: 2009 GRAND OAK DR., KISSIMMEE, FL 34744

We the undersigned Seller and Buyer/Borrowers herein acknowledge the following as conditions of the above referenced transaction:

- 1. All contingencies set forth in the Contract for Sale have been complied with in full.
- 2. All utility bills including, but not limited to, water, sewer, gas, garbage and electric are the responsibility of the undersigned parties, not the closing agents. All matters regarding utility bills will be handled outside of closing.
- 3. The undersigned parties will fully cooperate if adjustment for clerical errors on any or all closing documents is necessary and will sign such additional documents as are necessary to correct such errors.
- 4. Calculations of payoff figures, or principal balance and escrow account balances and/or prorations, were based on information obtained in writing, from lender. The closing agent will not be held liable for miscalculations as a result of errors made by the lender. If there is/are discrepancies between the figures used in preparing the closing statements, and future information provided by the lender, resulting in a demand by the lender for additional funds, seller will upon request forward said funds forthwith.
- 5. Consent is hereby given, pursuant to Rule 69O-186.008 to the Florida Administrative Code, to the placement of the settlement funds for the transaction into an interest bearing account in the name of FIDELITY NATIONAL TITLE INSURANCE COMPANY. The parties understand the interest earned or other benefits earned, if any, on such account will be the property of FIDELITY NATIONAL TITLE INSURANCE COMPANY.
- 6. It is agreed by the undersigned that the proration of real estate taxes stated in the Settlement Statement prepared by Settlement Agent is based on the terms of the executed Contract for Sale furnished Settlement Agent and is further based on

_____ an estimated tax of Gross Tax figure for the year and is considered final by Settlement Agent.

_____ Should the taxes for the current year differ from those of last year, we agree to make further adjustments or prorations between ourselves and we hold Fidelity National Title Insurance Company harmless from any change in the taxes, the proration or payment of the current years taxes.

FIDELITY NATIONAL TITLE INSURANCE COMPANY DOES NOT GUARANTEE HOMESTEAD EXEMPTION FOR .

Buyers Initials _____ Sellers Initials _____

_____ Sellers warrant that the homestead exemption has been filed for the current year and will apply.

Should any action by the taxing authorities result in material differences in the real estate taxes for the current year which indicate an adjustment would be in order in either the Buyers' or Sellers' favor, it is understood and agreed that any adjustment in the proration of taxes will be settled between the Buyers and Sellers at their discretion.

It is further understood that the holder of any mortgage executed or assumed by the Buyers in connection with this sale may call upon Buyers to make up any deficiency in the escrow account.

7. Association and/or Maintenance Fees:

_____ Sellers acknowledge that all Homeowner Association Fees and/or Special Assessments are paid in full to date.

_____ Buyers have been notified by Settlement Agent that Homeowner Association Fees are in the amount of per and the Initiation Fee is .

| | |
|-------------------------------|---|
| Buyer(s) | Seller(s) |
| _____ | FLPRD, LLC, a Florida limited liability _____ |
| Barry Buyer _____ | company _____ |
| _____ | BY: _____ |
| Barbara Buyer, _____ | Managing Member _____ |
| Forwarding Address and Phone: | Forwarding Address and Phone: |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

Fidelity National Title Group of Companies' Privacy Statement
July 1, 2001

We recognize and respect the privacy expectations of today's consumers and the requirements of applicable federal and state privacy laws. We believe that making you aware of how we use your non-public personal information ("Personal Information"), and to whom it is disclosed, will form the basis for a relationship of trust between us and the public that we serve. This Privacy Statement provides that explanation. We reserve the right to change this Privacy Statement from time to time consistent with applicable privacy laws.

In the course of our business, we may collect Personal Information about you from the following sources:

- From applications or other forms we receive from you or your authorized representative;
- From your transactions with, or from the services being performed by, us, our affiliates, or others;
- From our internet web sites;
- From the public records maintained by government entities that we either obtain directly from those entities, or from our affiliates or others; and
- From consumer or other reporting agencies.

Our Policies Regarding the Protection of the Confidentiality and Security of Your Personal Information

We maintain physical, electronic and procedural safeguards to protect your Personal Information from unauthorized access or intrusion. We limit access to the Personal Information only to those employees who need such access in connection with providing products or services to you or for other legitimate business purposes.

Our Policies and Practices Regarding the Sharing of Your Personal Information

We may share your Personal Information with our affiliates, such as insurance companies, agents, and other real estate settlement service providers. We also may disclose your Personal Information:

- to agents, brokers or representatives to provide you with services you have requested;
- to third-party contractors or service providers who provide services or perform marketing or other functions on our behalf; and
- to others with whom we enter into joint marketing agreements for products or services that we believe you may find of interest.

In addition, we will disclose your Personal Information when you direct or give us permission, when we are required by law to do so, or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

One of the important responsibilities of some of our affiliated companies is to record documents in the public domain. Such documents may contain your Personal Information.

Right to Access Your Personal Information and Ability to Correct Errors or Request Changes or Deletion

Certain states afford you the right to access your Personal Information and, under certain circumstances, to find out to whom your Personal Information has been disclosed. Also, certain states afford you the right to request correction, amendment or deletion of your Personal Information. We reserve the right, where permitted by law, to charge a reasonable fee to cover the costs incurred in responding to such requests.

All requests must be made in writing to the following address:

Fidelity National Title, Inc.
Privacy Compliance Officer
601 Riverside Avenue
Jacksonville, FL 32204

Multiple Products or Services

If we provide you with more than one financial product or service, you may receive more than one privacy notice from us. We apologize for any inconvenience this may cause you.

Fidelity National Title Insurance Company

4237 13TH ST., ST. CLOUD, FL 34769
PHONE: (407)892-7377 FAX: (407)892-1861

FURTHER ASSURANCE AND APPROVAL OF INTEREST

DATE: May 16, 2007
FILE NO.: FT12-FT0000004742
PROPERTY ADDRESS:
2009 Grand Oak Dr., Kissimmee, FL, 34744

LENDER/CREDITORS BEING PAID OFF:

I, the undersigned borrower, acknowledge that errors sometimes occur in closing documents and disbursements. Further, I acknowledge that I intend for all documentation and disbursements for this transaction to be accurate.

Accordingly, I agree that I will cooperate in initialing, re-executing and redelivering any closing documents and in correcting any disbursements, charges and credits reflected on the closing statement where such corrective action is deemed necessary or desirable in the reasonable discretion of Fidelity National Title Insurance Company or the lender in this transaction.

I acknowledge that Fidelity National Title Insurance Company relied on written figures in securing payoff information for the mortgages or other liens listed on the closing statement prepared for the above described transaction. In the event notice is received for the lender or other creditor that the payoff figure submitted is insufficient to satisfy the mortgage or other lien, I hereby agree to make any necessary adjustments by promptly remitting any balance due to Fidelity National Title Insurance Company or the appropriate lender or creditor in order to pay said account in full. If Fidelity National Title Insurance Company pays the additional amount due to obtain a satisfaction of the mortgage or lien, I will reimburse Fidelity National Title Insurance Company within fifteen (15) days of demand made.

In the event, the payoff figure submitted exceeds the amount required to satisfy the mortgage or other lien, I acknowledge that I will receive the overage.

If more than one person signs the Agreement "I" shall mean each person who signs.

In consideration of Fidelity National Title Insurance Company handling the escrowed funds and the liability incidental thereto, the undersigned acknowledge and approve of interest earned by Fidelity National Title Insurance Company on funds to be escrowed by it in connection with this transaction.

BORROWER:

Barry Buyer

Barbara Buyer,

Forwarding Address or Other Address
Where Signatories May Be Reached:

Home Phone Number: _____
Business Phone Number: _____

Fidelity National Title Insurance Company

4237 13TH ST., ST. CLOUD, FL 34769
PHONE: (407)892-7377 FAX: (407)892-1861
E-mail: saintcloud@fnf.com

FURTHER ASSURANCE AGREEMENT REGARDING PAYOFF OF MORTGAGES/LIENS

DATE: May 16, 2007
FILE NO: FT12-FT0000004742
PROPERTY ADDRESS:
2009 Grand Oak Dr., Kissimmee, FL 34744

LENDER/CREDITORS BEING PAID OFF:

I, the undersigned borrower, acknowledge that Fidelity National Title Insurance Company relied on written figures in securing payoff information for the mortgage or other liens listed on the closing statement prepared for the above described transaction. In the event notice is received for the lender or other creditor that the payoff figure submitted is insufficient to satisfy the mortgage or other lien, I hereby agree to make any necessary adjustments by promptly remitting any balance due to Fidelity National Title Insurance Company or the appropriate lender or creditor in order to pay said account in full. If Fidelity National Title Insurance Company pays the additional amount due to obtain a satisfaction of the mortgage or lien, I will reimburse Fidelity National Title Insurance Company within fifteen (15) days of demand made.

In the event the payoff figure submitted exceeds the amount required to satisfy the mortgage or other lien, I acknowledge that I will receive the overage.

If more than one person sign this Agreement "I" shall mean each person who signs.

Barry Buyer

Barbara Buyer,

Forwarding Address or Other Address Where Signatories May Be Reached:

1701 Porter SW, Suite 6
Wyooming, MI 49519

Home Phone Number: (616)534-5792

Business Phone Number:

Fidelity National Title Insurance Company

4237 13TH ST., ST. CLOUD, FL 34769
PHONE: (407)892-7377 FAX: (407)892-1861
E-mail: saintcloud@fnf.com

FURTHER ASSURANCE AGREEMENT REGARDING PAYOFF OF MORTGAGES/LIENS

DATE: May 16, 2007
FILE NO: FT12-FT0000004742
PROPERTY ADDRESS:
2009 Grand Oak Dr., Kissimmee, FL 34744

LENDER/CREDITORS BEING PAID OFF:

I, the undersigned borrower, acknowledge that Fidelity National Title Insurance Company relied on written figures in securing payoff information for the mortgage or other liens listed on the closing statement prepared for the above described transaction. In the event notice is received for the lender or other creditor that the payoff figure submitted is insufficient to satisfy the mortgage or other lien, I hereby agree to make any necessary adjustments by promptly remitting any balance due to Fidelity National Title Insurance Company or the appropriate lender or creditor in order to pay said account in full. If Fidelity National Title Insurance Company pays the additional amount due to obtain a satisfaction of the mortgage or lien, I will reimburse Fidelity National Title Insurance Company within fifteen (15) days of demand made.

In the event the payoff figure submitted exceeds the amount required to satisfy the mortgage or other lien, I acknowledge that I will receive the overage.

If more than one person sign this Agreement "I" shall mean each person who signs.

FLPRD, LLC, a Florida limited

Forwarding Address or Other Address Where Signatories May Be Reached:

1701 Porter SW, Suite 6
Wyoming, MI 49519

Home Phone Number:

Business Phone Number:

Fidelity National Title Insurance Company

4237 13TH ST., ST. CLOUD, FL 34769

PHONE: (407)892-7377 FAX: (407)892-1861

E-mail: saintcloud@fnf.com

Date: May 16, 2007

ESCROW NO.: FT12-FT0000004742

TITLE NO.: FT0000004742

YOU AS ESCROW HOLDER ARE AUTHORIZED TO SHOW VESTING ON THE GRANT DEED TO RECORD AS FOLLOWS:

Names: _____

PLEASE MARK APPROPRIATE CHOICE:

| | |
|-------|--|
| _____ | Husband and Wife |
| _____ | A Single Man (never married) |
| _____ | A Single Woman (never married) |
| _____ | A Married Man |
| _____ | A Married Woman |
| _____ | An Unmarried Man (divorced) |
| _____ | An Unmarried Woman (divorced) |
| _____ | Joint Tenants |
| _____ | Tenants in Common (Please Give Interest Amounts) |
| _____ | Partnership (Limited or General) _____ |
| _____ | Corporation (Florida or Other State) _____ |
| _____ | A Trust |
| _____ | Other _____ |

Escrow Holder advises the parties hereto to seek legal counsel with their attorney and/or accountant as to how they should hold title.

Barry Buyer

Barbara Buyer,

CERTIFICATION FOR NO INFORMATION REPORTING ON THE SALE OR EXCHANGE OF PRINCIPAL RESIDENCE

This form may be completed by the seller of a principal residence. This information is necessary to determine whether the sale or exchange should be reported to the seller, and to the Internal Revenue Service on Form 1099-S, Proceeds From Real Estate Transactions. If the seller properly completes Parts I, and III and makes a "yes" response to assurances (1) through (4) in Part II, no information reporting to the seller or to the Service will be required for that seller. The term "seller" includes each owner of the residence that is sold or exchanged. Thus, if a residence has more than one owner, a real estate reporting person must either obtain a certification from each owner (whether married or not) or file an information return and furnish a payee statement for any owner that does not make the certification.

PART I. Seller Information

Name

Address or legal description (including city, state and ZIP code) of residence being sold or exchanged:

2009 Grand Oak Dr., Kissimmee, FL 34744

Taxpayer Identification Number (TIN): 74-3147328

PART II. Seller Assurances

I owned and used the residence as my principal residence for periods aggregating two (2) years or more during the five-year period ending on the date of the sale or exchange of residence.

I have not sold or exchanged another principal residence during the two-year period ending on date of the sale or exchange of the residence (not taking into account any sale or exchange before May 7, 1997).

No portion of residence has been used for business or rental purposes by me (or my spouse if I am married) after May 6, 1997.

At least one of the following three statement applies:

The sale or exchange is of the entire residence for \$250,000 or less.

OR

I am married, the sale or exchange is of the entire residence for \$500,000 or less, AND the gain on sale or exchange of the entire residence is \$250,000 or less.

OR

I am married, the sale or exchange is of the entire residence for \$500,000 or less AND (a) I intend to file a joint return for the year of the sale or exchange, (b) my spouse also used the residence as his or her principal residence for periods aggregating two (2) years or more during the five-year period ending on the date of the sale or exchange of the residence, and (c) my spouse also has not sold or exchanged another principal residence during the two-year period ending on the date of the sale or exchange of the residence (not taking into account any sale or exchange before May 7, 1997).

PART III. Seller Certification

Under penalties of perjury, I certify that all the above information is true as of the end of the day of the sale or exchange.

*NOTE: SIGNATURE OF SPOUSE IS
REQUIRED ON SEPARATE FORM*

Signature of Seller

Date

Non-Foreign Certification - Transferee and Transferor

Date: _____
Escrow No.: FT12-FT0000004742

This form is provided so that the buyer and/or seller in this transaction can certify compliance with the Foreign Investment in Real Property Tax Act to the escrow agent and/or buyer. Transferee/Buyer must retain a copy of this document until after the fifth taxable year following the transfer.

I. Transaction on Personal Residence not exceeding \$300,000.00.

I/we hereby certify that:

- (a) the amount realized for the property in this transaction does not exceed \$300,000.00; and
- (b) buyer(s) is/are acquiring said property for use as a residence.

Barry Buyer

Barbara Buyer,

Date: _____

II. Certification of Non-Foreign Status by Individual

Section 1445 of the Internal Revenue Code provides that a transferee (buyer) of a U.S. Real Property Interest must withhold tax if the transferor (seller) is a foreign person. To inform the transferee (buyer) and escrow agent that withholding of tax is not required upon my disposition of a U.S. Real Property Interest, I, the undersigned Seller(s), hereby certify the following:

- 1. I am NOT a non-resident alien for the purposes of U.S. Income Taxation,
- 2. My U.S. taxpayer identifying number (Social Security Number) is: _____
- 3. My home address is: _____

I understand that this certification may be disclosed to the Internal Revenue Service by the transferee and that any false statement I have made herein could be punished by fine, imprisonment, or both.

Under penalty of perjury I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct and template.

Date: _____

III. Certification of Non-Foreign Status by Entity

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. Real Property Interest must withhold tax if the transferor is a foreign person. For U.S. tax purposes (including section 1445), the owner of a disregarded entity (which has legal title to a U.S. real property interest under local law) will be the transferor of the property and not the disregarded entity. To inform the transferee that withholding of tax is not required upon the disposition of a U.S. real property interest, the undersigned hereby certifies the following on behalf of the transferor/seller:

- 1. FLPRD, LLC, a Florida limited is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Document Regulations);

Non-Foreign Certification - Transferee and Transferor

2. FLPRD, LLC, a Florida limited is not a disregard entity as defined in 26 CFR Chapter 1, Section 1.145-2(b)(2)(iii).
3. FLPRD, LLC, a Florida limited's U.S. Employer Identification Number is _____; and
4. The office address is _____.

The transferor/seller understands that this certification may be disclosed to the Internal Revenue Service by transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct, and complete, and I further declare that I have authority to sign this document on behalf of seller.

Date: _____

FLPRD, LLC, a Florida limited

BY: _____

IV. Certification by Buyer

I have examined this certification signed by the seller and state that (a) I have no actual knowledge that the certification is false and (b) I have received no notice that the certification is false from the transferor or the transferor's agent.

Date: _____

Barry Buyer

Barbara Buyer,