

THIS ORDER IS
APPROVED.



Dated: October 05, 2007

James M. Marlara

JAMES M. MARLAR
U.S. Bankruptcy Judge

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF ARIZONA

In re

FIRST MAGNUS FINANCIAL
CORPORATION,

Debtor.

Chapter 11

Case No. 4-07-bk-01578-JMM

**ORDER AUTHORIZING AND
APPROVING SALE OF LOAN AND
REO REAL ESTATE ASSETS FREE
AND CLEAR OF ALL LIENS,
CLAIMS AND INTERESTS
PURSUANT TO 11 U.S.C. §§ 363, 365
AND 1146 AND BANKRUPTCY
RULES 2002, 4001, 6004, AND 9014**

(Relates to Docket 169 and 252)

Hearing:

Date: 10/2/07

Time: 3:00 pm

THIS MATTER COMES BEFORE THE COURT pursuant to the *Emergency Motion of First Magnus Financial Corporation for an Order Authorizing and Approving Sale of Loan and REO Real Estate Assets Free and Clear of all Interests Pursuant to 11 USC 363, 365 and 1146 and Bankruptcy Rules 2002, 4001, 6004, and 9014* (the "Sale Motion") filed on September 13, 2007 [Docket No. 169] by FIRST

1 MAGNUS FINANCIAL CORPORATION ("First Magnus" or "Debtor"), debtor and
2 debtor in possession in the above-captioned Chapter 11 case (the "Bankruptcy Case").
3 Pursuant to the Sale Motion and 11 U.S.C. §§ 363, 365 and 1146 and Federal Rules of
4 Bankruptcy Procedure 2002, 4001, 6004, and 9014, First Magnus asks the Court to
5 authorize and approve the sale of certain assets comprised of specific construction loans
6 (the "Construction Loans"), real estate, and all rights relating thereto (the "Assets"), all as
7 more particularly described in the Purchase Agreement dated September 13, 2007
8 between Summit Investment Management LLC ("Summit" and together with any
9 designee(s) of Summit under or in connection with the Purchase Agreement, hereinafter,
10 the "Purchaser") and First Magnus, as amended by that certain letter agreement dated
11 September 26, 2007 (the "Purchase Agreement"). A description of the Assets is attached
12 hereto as Exhibit A. Pursuant to the Sale Motion, First Magnus asked the Court, among
13 other things, to approve the sale of the Assets to the Purchaser, or to such other qualified
14 competing bidder that has submitted the highest and best bid for the Assets.

15 As evidenced by affidavits of service filed with the Court, the Sale Motion was
16 served upon (i) the Office of the United States Trustee; (ii) counsel to the Official
17 Committee of Unsecured Creditors; (iii) parties known or believed by First Magnus to
18 assert liens, claims, rights, interests, or encumbrances in the Assets; (iv) the United States
19 Attorney for the District of Arizona; (v) the Internal Revenue Service; and (vi) those
20 persons who have requested notice pursuant to Rule 2002 of the Federal Rules of
21 Bankruptcy Procedure. In addition, as detailed in the Declaration of Morris C. Aaron,
22 dated October 1, 2007, filed in support of the Sale Motion, due and sufficient notice of the
23 Sale Motion, the proposed Assets for sale, the opportunity to submit higher and better
24 offers for the Assets and the proposed bidding procedures was provided to all parties
25 known or believed by First Magnus to have an interest in purchasing the Assets.

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1 The Court held a duly noticed hearing on the Sale Motion on October 2, 2007 at
2 3:00 p.m. (the "Hearing") at which time the Court considered the Purchase Agreement
3 and solicited higher and better bids for the Assets. Countrywide Warehouse Lending
4 ("Countrywide") and Washington Mutual Bank (as administrative agent for certain
5 financial institutions under a loan repurchase agreement dated June 29, 2007 "WaMu" and
6 together with Countrywide, the "Interested Parties") each assert an interest in certain of
7 the Assets. Countrywide and WaMu have consented to the proposed sale subject to the
8 terms of this Order.¹ On October 3, 2007, the Court entered its "Memorandum Decision
9 Re: Sale of Assets" (the "Memorandum Decision"), which is incorporated herein by this
10 reference. Based on all of the foregoing, including the record of the Hearing, the
11 declarations of Nathan Wright and Morris Aaron filed in support of the Sale Motion, the
12 arguments and representations of counsel set forth on the record of the Hearing, the
13 Memorandum Decision, and all other germane matters of record in the Bankruptcy Case,
14 with respect to the Sale Motion,

15 THE COURT FINDS AND CONCLUDES as follows:

16 A. All parties in interest (including, without limitation, all entities asserting any
17 liens, claims, rights, encumbrances or interests in the Assets) received due and sufficient
18 notice of the Sale Motion and all relief requested therein, the Purchase Agreement, the
19 opportunity to bid for the Assets at auction and the Hearing within the meaning of 11
20 U.S.C. §102. Without limiting the foregoing, a full, fair and reasonable opportunity was
21 afforded to any person or entity to make a higher or otherwise better offer to purchase the
22 Assets than the offer submitted by the Purchaser pursuant to the Purchase Agreement. No

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25 ¹ WaMu filed a Limited Objection to the Sale Motion dated October 1, 2007. That objection was resolved as
26 set forth on the record of the Hearing and was withdrawn. No other objections to the Sale Motion or the relief
requested therein were filed or interposed.

1 other person or entity submitted, or appeared at the Hearing to submit, an offer for the
2 Assets that was higher or better than that of the Purchaser.

3 B. The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and
4 1334.

5 C. The statutory basis for the relief requested is 11 U.S.C. §§ 363, 365 and
6 1146.

7 D. Venue is proper pursuant to 28 U.S.C. §§1408 and 1409.

8 E. This matter is a “core” proceeding pursuant to 28 U.S.C. §157(b)(2)

9 F. During the Hearing, the highest and best offer as accepted by First Magnus
10 and approved by the Court was submitted by the Purchaser for a cash payment, as reduced
11 for the reasons described on the record of the Hearing, in the amount of \$5,723,850 due at
12 closing (such amount, as may be reduced by an additional \$500,000 if the United States of
13 America’s lis pendens relating to the Sutera Property (as defined in the Purchase
14 Agreement) is not released prior to Closing, or the United States does not provide
15 assurances acceptable to Purchaser, in its sole and absolute discretion, that the lis pendens
16 will be released within a reasonable time after Closing, hereinafter, the “Purchase Price”).
17 The Assets were marketed extensively by First Magnus since the Petition Date, and the
18 Purchase Price represents the highest and best price for the Assets under the
19 circumstances.

20 G. The sale of the Assets on the terms stated in the Purchase Agreement and on
21 the record during the Hearing is in the best interests of the Debtor and the Debtor’s
22 Chapter 11 estate, represents the Debtor’s sound exercise of the Debtor’s business
23 judgment and the Debtor’s have demonstrated compelling circumstances to sell the Assets
24 outside of a plan of reorganization pursuant to 11 U.S.C. §§ 363(b) and (f).
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1 H. The negotiation of the Purchase Agreement and the sale of the Assets were
2 conducted at arm's length and in good faith, and the Purchaser is a good faith purchaser
3 within the meaning of, and entitled to all protections afforded under, 11 U.S.C. §363(m).
4 There have been no assertions that would implicate the provisions of 11 U.S.C. §363(n).

5 I. One or more of the requirements of 11 U.S.C. §363(f) have been met, such
6 that the Assets may be sold by First Magnus free and clear of any and all liens, claims (as
7 defined in 11 U.S.C. §101(5)), security interests, encumbrances, and adverse interests of
8 any kind, including but not limited to, any successor liability to any taxing authority or
9 any other creditor, any other liability to any taxing authority and/or any claim alleged by
10 taxing authority and/or any other claimant.

11 J. The Purchaser is not a mere continuation of the Debtor, there is not a
12 substantial continuity between the Purchaser and the Debtor, and there is no continuity of
13 enterprise between the Purchaser and the Debtor. No common identity of officers,
14 directors, or stockholders exists between the Purchaser and the Debtor. The Purchaser
15 does not constitute a successor to the Debtor or its estate and the sale of the Assets to the
16 Purchaser does not amount to a consolidation, merger or *de facto* merger of the Purchaser
17 and the Debtor.

18 K. The Purchaser is not purchasing all of the Debtor's assets but only those
19 Assets identified in, and subject to the terms of, the Purchase Agreement and this Order.
20 The Purchaser is not assuming any liabilities or obligations of the Debtor other than as
21 expressly provided in the Purchase Agreement.

22 L. The Debtor has full corporate power and authority to execute and deliver the
23 Purchase Agreement and all other documents contemplated thereby or otherwise
24 necessary or required by the Purchaser to effectuate the sale of the Assets to the
25 Purchaser, and no other consents or approvals are required for the Debtor to consummate
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1 the transactions contemplated by the Purchase Agreement. Based on all of the foregoing
2 findings and conclusions,

3 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED as follows:

4 1. The Sale Motion is granted, and the Purchase Agreement is approved as
5 provided herein. All objections to the Sale Motion or the relief requested therein that have
6 not been withdrawn, waived or settled as announced to the Court at the Hearing are
7 hereby overruled.

8 2. The Purchase Agreement, as modified on the record of the hearing and by
9 this Order, is hereby approved in all respects, and, subject to the terms and conditions
10 thereof, shall be binding on the Debtor and in full force and effect.

11 3. First Magnus is authorized to sell the Assets to the Purchaser, and upon the
12 closing of such sale the Purchaser shall take title to and possession of the Assets, free and
13 clear of all liens, claims (as defined in 11 U.S.C. §101(5)), encumbrances, and interests of
14 every kind and nature (including, without limitation, any options, pledges, security
15 interests, third party rights, voting trusts or similar arrangements, charges, or other
16 encumbrances or restrictions on transfer or assignment of any kind whatsoever), pursuant
17 to 11 U.S.C. §§ 363(b) and (f), on the terms and conditions stated in the Purchase
18 Agreement and this Order, with all such liens, claims, encumbrances, and interests to
19 attach to the proceeds from the sale of the Assets to the same extent, validity, and priority,
20 if any, as such liens, claims, encumbrances, and interests attached to the Assets.

21 4. At closing, and subject to the Debtor's receipt of the Purchase Price in cash
22 thereat, First Magnus is authorized and directed to deliver the Assets to the Purchaser and
23 to execute and deliver all such other documents (including, without limitation,
24 assignments of mortgages, deeds, instruments and certificates), and take and perform all
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1 such other acts, as may be reasonably necessary or may be reasonably required by the
2 Purchaser to evidence and effectuate the conveyance of the Assets to the Purchaser.

3 5. Except as otherwise set forth in the Purchase Agreement, the Purchaser is
4 not expressly or impliedly agreeing to assume any of the Debtor's liabilities. The
5 transactions contemplated by the Purchase Agreement do not amount to a consolidation,
6 merger or a *de facto* merger of the Debtor and the Purchaser, and the Purchaser is not a
7 mere continuation of the Debtor nor does the Purchaser constitute a successor to the
8 Debtor.

9 6. Effective upon the date of the closing of the sale of the Assets to the
10 Purchaser (the "Closing Date"), all persons and entities are forever prohibited and
11 enjoined from commencing or continuing in any manner any action or other proceeding,
12 whether in law or equity, in any judicial, administrative, arbitral or other proceeding
13 (other than by an appeal timely taken with respect to this Order or a motion timely made
14 under Bankruptcy Rules 9023 or 9024) against the Purchaser, its successors and assigns,
15 or the Assets, with respect to any lien, claim, encumbrance or other interest of any kind or
16 nature whatsoever, arising under, out of, in connection with or in any manner relating to
17 the Debtor, the Assets, the Debtor's business operations, or the Debtor's maintenance,
18 operation or administration of the Assets) prior to the Closing Date.

19 7. The Purchaser is a good faith purchaser of the Assets, within the meaning of
20 11 U.S.C. §363(m), and is entitled to all protections afforded a good faith purchaser
21 pursuant to 11 U.S.C. §363(m).

22 8. The sale and transfer of the Assets by First Magnus in accordance with this
23 Order is done in contemplation and furtherance of a plan of liquidation to be filed by First
24 Magnus and confirmed pursuant to 11 U.S.C. §1129, and therefore, in accordance with 11
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1 U.S.C. §1146(a), the transfer of the Assets and recordation of documents in connection
2 therewith shall not be taxed under any law imposing a stamp tax or similar tax.

3 9. This Order is and shall be binding upon and govern the acts of all entities,
4 including, without limitation, all filing agents, filing officers, title agents, title companies,
5 recorders of mortgages, recorders or deeds, registrars of deeds, administrative agencies,
6 governmental departments, secretaries of state, federal and local officials, and all other
7 persons and entities who may be required by operation of law, the duties of their office, or
8 contract, to accept, file, register, or otherwise record or release any documents or
9 instruments, or who may be required to report or insure any title or state of title in or to
10 any of the Assets; and each of the foregoing persons and entities is hereby directed to
11 accept for filing any and all of the documents and instruments necessary and appropriate
12 to consummate the transactions contemplated by the Purchase Agreement or this Order.

13 10. At closing, First Magnus shall segregate \$353,000 of the sale proceeds in
14 the "DIP Hold Account," not to be used by First Magnus without the prior written consent
15 of Countywide or further order of the Court, and the alleged interest of Countywide in the
16 Assets shall attach to such funds to the same extent, validity, and priority, if any, as such
17 interest attached to the Assets.

18 11. At closing, First Magnus shall segregate \$513,711.90 of the sale proceeds in
19 the "DIP Hold Account," not to be used by First Magnus without the prior written consent
20 of WaMu or further order of this Court, and the alleged interest of WaMu in the Assets
21 shall attach to such funds to the same extent, validity, and priority, if any, as such interest
22 attached to the Assets.

23 12. This Order is final, appealable and shall be effective and enforceable
24 immediately upon entry notwithstanding Rules 6004(h), 6006(d), 7062, and 9014 of the
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1 Federal Rules of Bankruptcy Procedure, and the Debtor is hereby authorized to close the
2 sale to the Purchaser immediately upon entry of this Order.

3 13. Through the Closing date, the Debtor shall, at the Debtor's expense,
4 maintain insurance coverage on those Assets that comprise real property in amounts that
5 are consistent with the Debtor's historical practice.

6 14. The failure specifically to include any particular provision of the Purchase
7 Agreement in this Order shall not diminish or impair the effectiveness of such provision,
8 it being the intent of this Order that the Purchase Agreement and all transactions
9 contemplated thereby hereby be authorized and approved in their entirety.

10 15. In the event of any error or inaccuracy in the legal descriptions of the Assets
11 included on Exhibit A attached hereto, the Debtor and the Purchaser may, without the
12 need to apply to, or obtain a further order of, this Court, file a certification of counsel
13 attaching a schedule (the "Corrected Schedule") of corrected legal descriptions (along
14 with a marked version showing all corrections), which schedule, when filed with the
15 Court, shall be deemed automatically to amend, restate and replace Exhibit A attached
16 hereto in its entirety. The filing of any such ~~Corrected~~ Schedule(s) shall not in any
17 manner otherwise alter or modify the effectiveness or any other terms and provisions of
18 this Order. Any such ~~Corrected~~ Schedule(s) filed with this Court shall be served upon
19 counsel to the Official Committee of Unsecured Creditors and any other person or entity
20 that has requested notice pursuant to Bankruptcy Rule 2002.

21 16. This Order shall be binding in all respects upon the Debtor, its estate, all
22 creditors of, and holders of equity interests in, the Debtor (whether known or unknown),
23 any holders (whether known or unknown) of liens, claims, encumbrances or interests of
24 any kind or nature in and to the Assets, all respective successors and assigns of the
25 Purchaser and the Debtor and their respective affiliates and subsidiaries, including, in the
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1 case of the Debtor, any trustee subsequently appointed in the Debtor's chapter 11 case or
2 in any subsequent chapter 7 case for the Debtor. This Order shall survive any dismissal of
3 the Debtor's chapter 11 case or any conversion of this chapter 11 case to a chapter 7 case
4 for the Debtor. This Order, the Purchase Agreement and all other documents and
5 instruments to be executed and delivered by the Debtor in connection therewith, shall
6 inure to the benefit of the Debtor, its estate, its creditors, and the Purchaser and each of
7 their respective successors and assigns.

8 17. In the event of an inconsistency between the terms of this Order and the
9 terms of the Purchase Agreement (or any other documents to be executed in connection
10 therewith), the terms of this Order shall govern and control.

11 **SIGNED AND DATED ABOVE.**

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GRANTED

EXHIBIT "A"

Real Estate

FMFC Loan Number	Borrower Last Name	Property Address	City	State	Zip Code	Combined Original Note Amount	Legal Description
6216632129 2702002948		3128 South Del Rancho	Mesa	AZ	85212	\$414,000.00	LOT 85, SANTA RITA RANCH PARCEL B, ACCORDING TO BOOK 470 OF MAPS, PAGE 37, RECORDS OF MARICOPA COUNTY, ARIZONA.
2705000033		723 725 Griffith Avenue	Aliquippa	PA	15001	\$77,000.00	PLEASE SEE ATTACHED - EXHIBIT A
2095008515 2005008516		405 Chestnut Street	Greensburg	PA	15601	\$149,800.00	PLEASE SEE ATTACHED - EXHIBIT B
8552007168 8552007167		10000 Road With Entrance	Atlanta	GA	30309	2,325,000.00	
2315002492 2315002500		14212 South Tracy Avenue	Riverdale	IL	60827	\$237,500.00	PLEASE SEE ATTACHED - EXHIBIT C
8410000247 9410000248		36 A Lono Street	Hilo	HI	96720	\$180,000.00	PLEASE SEE ATTACHED - EXHIBIT D
4415005958 4415005959		5501 Carnoustie Court	Dublin	OH	43017	\$440,000.00	PLEASE SEE ATTACHED - EXHIBIT E
4405019270		727 Cypress Avenue	Kansas City	MO	64124	\$49,050.00	THE SOUTH 25 FEET OF LOT 37, GREENVIEW ADDITION, A SUBDIVISION IN KANSAS CITY, JACKSON COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.
4405019272		4508 East 8th Street Land Only - No structure!	Kansas City	MO	64124	\$49,050.00	LOT 38, GREENVIEW ADDITION, A SUBDIVISION IN KANSAS CITY, JACKSON COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.
4625002236		485-487 Edgewood Avenue	New Haven	CT	06511	\$345,000.00	PLEASE SEE ATTACHED - EXHIBIT F
9533840114 7894119384		244 South Emerson Street	Denver	CO	80209	\$758,000.00	LOT 11 AND THE SOUTH 1/2 OF LOT 10, BLOCK 31, SHACKELTON PLACE, CITY AND COUNTY OF DENVER, STATE OF COLORADO.
7466924666		16076 Hamilton Street	Thomson	CO	80068	64056666.00	
3469120991 4129618449		3459 Cranbrook Way	Concord	CA	94620	\$575,000.00	LOT 49, AS SHOWN ON THE MAP OF SUBDIVISION 2717, FILED AUGUST 3, 1959, MAP BOOK 74, AT PAGE 14, CONTRA COSTA COUNTY RECORDS.
5755015829		5347 NW 55 Street	Coconut	FL	33073	\$369,000.00	PLEASE SEE ATTACHED - EXHIBIT G
1631295288		410 Norton Avenue	Glendale Heights	IL	60139	\$249,000.00	PLEASE SEE ATTACHED - EXHIBIT H
1045012554 1045012555		6314 Argyle Street	Dearborn	MI	48126	\$148,500.00	LOT 672, FORD CHASE SUBDIVISION NO. 2, AS RECORDED IN LIBER 52, PAGE 26, OF PLATS, WAYNE COUNTY RECORDS.
2786217678 6781862405		26314 Corona Drive	Helendale (Area)	CA	92342	\$620,000.00	PLEASE SEE ATTACHED - EXHIBIT I

Real Estate

FMFC Loan Number	Borrower Last Name	Property Address	City	State	Zip Code	Combined Original Note Amount	Legal Description
5755005026 5755005027		19441 Southwest 28 Street	Miami	FL	33155	\$343,000.00	LOT 9, BLOCK 10, CORAL VILLAS REVISED, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 8, PAGE 27, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.
4666000218		15 Park Street #1	New Ipswich	NH	00074	\$152,044.00	N/A
4455000329 4455000331		4995 East 550 South	Peru	IN	46970	\$225,000.00	PLEASE SEE ATTACHED - EXHIBIT J
5715002024		1101 Walnut Street	Pryor	OK	74361	\$101,695.00	LOT 11, BLOCK 1 PECAN CHASE, BEING A SUBDIVISION OF A PART OF THE NORTHWEST QUARTER (NW/4) OF SECTION 11, TOWNSHIP 21 NORTH, RANGE 18 EAST OF THE INDIAN MERIDIAN, MAYES COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF.
4666000117		1610 Holt Lane	Kennett City	KG	00102	\$50,000.00	N/A
2725001749 2725001759		328 Malcom X Boulevard	Brooklyn	NY	11233	\$590,000.00	PLEASE SEE ATTACHED - EXHIBIT K
5775004582 5775004583		912 Mill Creek Drive	Palm Beach Garden	FL	33410	\$1,282,500.00	LOT 7, BLOCK B, EVERGREEN PLAT TWO, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 95, PAGE 28, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
5735014600 5735014601		7508 Burr Ferry Drive	Mckinney	TX	75070	\$480,000.00	LOT 10, BLOCK B, OF THORNBERY RIDGE, AN ADDITION TO THE CITY OF MCKINNEY, COLLIN COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME P, PAGE 257, MAP RECORDS, COLLIN COUNTY, TEXAS.
2355001722 2355001723		16734 Sunderland Street	Detroit	MI	48214	\$203,000.00	PLEASE SEE ATTACHED - EXHIBIT L
5215002317 5215002318		9548 Hickory Street	Los Angeles	CA	90002	\$405,000.00	LOT 12, BLOCK "P", OF STARKS PALM TRACT, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 8 PAGE 98 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.
7505017982 7505017983		1585 Glencoe Street	Denver	CO	80220	\$745,000.00	LOTS 43 AND 44, AND THE NORTH 1/2 OF LOT 42, EXCEPT THE REAR 5 FEET OF SAID LOTS, BLOCK 37, DOWNINGTON, CITY AND COUNTY OF DENVER, STATE OF COLORADO.
517751590 9688793672		1321 Carp Road	Raleigh	NC	27610	\$73,000.00	PLEASE SEE ATTACHED - EXHIBIT M
7498065750 2299710323		1618 Athens Avenue Southwest	Atlanta	GA	30310	\$199,500.00	PLEASE SEE ATTACHED - EXHIBIT N
5725000000		2404 Patechio Drive	Irving	TX	75068	\$402,000.00	N/A
7905002301		4829 Ashbury Road	Manchester	TN	37355	\$95,000.00	PLEASE SEE ATTACHED - EXHIBIT O
5725015295 5725015296		1098 CR 419	Lexington	TX	76947	\$170,000.00	PLEASE SEE ATTACHED - EXHIBIT P
4405019748		728 Kensington Avenue	Kansas City	MO	64124	\$71,100.00	THE SOUTH 1/2 OF LOT 79, GREENVIEW, A SUBDIVISION IN KANSAS CITY, JACKSON COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

Esse - Loan No. 1810000451
FOR LEGAL DESCRIPTION, PLEASE
SEE ATTACHED EXHIBIT Q

Exhibit A

ALL THAT CERTAIN LOT OR PIECE OF GROUND SITUATE IN THE CITY OF ALIQUIPPA, COUNTY OF BEAVER AND COMMONWEALTH OF PENNSYLVANIA, BEING PART OF LOT NO. 87 IN THE WEST TOWNSITE PLAN NUMBER 7 LAID OUT BY PENNSYLVANIA REALTY ASSOCIATION AND RECORDED IN THE RECORDER'S OFFICE OF SAID COUNTY IN PLAN BOOK VOLUME 3, PAGE 81, ALSO PART OF LOT NO. 85 IN THE WEST TOWNSITE PALN NUMBER 6, LAID OUT BY THE PENNSYLVANIA REALTY ASSOCIATION AND RECORDED IN THE RECORDERS OFFICE OF SAID COUNTY IN PLAN BOOK VOLUME 3, PAGE 37, BOUNDED AND DESCRIBED AS FOLLOWS TO-WIT:

BEGINNING ON THE SOUTHERLY LINE OF GRIFFITH STREET (FORMERLY SIXTH AVENUE) AT A POINT DISTANT 15' WESTWARDLY MEASURED ALONG SAID LINE OF GRIFFITH STREET FROM THE DIVIDING LINE BETWEEN LOTS NUMBERED 84 AND 85 AS SHOWN ON PLAN 6 AFORESAID; THENCE BY SAID SOUTHERLY LINE OF GRIFFITH STREET WESTWARDLY 41.25' TO A POINT DISTANT 3.75' EASTWARDLY FORM THE DIVIDING LINE BETWEEN LOTS NUMBERED 87 AND 88 IN SAID PLAN AFORESAID; THENCE BY A LINE PARALLEL TO THE AFORESAID DIVIDING LINE BETWEEN LOTS NUMBERED 87 AND 88 AND 3.75' EASTERLY THEREFROM SOUTHWARDLY 115' TO THE NORTHERLY LINE OF AN ALLEY 16' WIDE; THENCE BY THE LINE OF SAID ALLEY EASTWARDLY 41.25' TO A POINT 15' WESTWARDLY MEASURED ALONG THE AFORESAID LINE OF SAID ALLEY FROM THE DIVIDING LINE BETWEEN LOTS NUMBERED 84 AND 85 IN PLAN 6 AFORESAID; THENCE BY A LINE PARALLEL TO AFORESAID DIVIDING LINE BETWEEN LOTS NUMBERED 84 AND 85 AND 15' WESTWARDLY THEREFROM NORTHWARDLY 115' TO THE SOUTHERLY LINE OF GRIFFITHS STREET AT THE POINT OF BEGINNING.

PARCEL # 08-029-0327-000



I hereby CERTIFY that this document is recorded in the Recorder's Office of Beaver County, Pennsylvania

James J. Beall

Instrument # -	3130519
Instrument: (MORT) MORTGAGE	
08/11/2002 03:18PM	
Recording Fee	13.00
Writ Tax	0.50
Affordable Housing Act 8	13.00
Additional Fees	2.00
Receipt # 325012	34.00
Item # 2	
Janice Jeschke Beall	
Beaver Co. Rec. of Deeds	

3130519
 Page: 17 of 21
 08/11/2002 03:18PM
 INTEGRATED/CR MORT 62.50 Beaver, PA

(ISS-020040.PFD/ISS-020040/34)

2705000033
723-725 Griffith Avenue
Aliquippa, PA 15001

Exhibit B

ALL that certain lot of ground situate in the Borough of Southwest Greensburg, formerly Hempfield Township, County of Westmoreland and Commonwealth of Pennsylvania, being Lot No. 12 in the plan of lots known as Southwest Greensburg, on the East side of Chestnut Street and fronting fifty (50) feet on said street, and extending back one hundred and twenty (120) feet to an alley, having thereon erected a two story dwelling house and outbuildings.

BEING known as Parcel ID #: 34-01-03-0-034 in and for Westmoreland County, Pennsylvania.

BEING the same property conveyed to Terry A. Stevenson, by Deed from Liquidation Properties, Inc., by Wells Fargo Bank, N.A., S/B/M to Wells Fargo Home Mortgage, Inc., its Attorney in Fact by Power of Attorney recorded simultaneously herewith, dated March 23, 2005, and recorded April 20, 2005, at Instrument number 20050420018852 in the Recorder of Deeds Office of Westmoreland County, Pennsylvania.


Instr: 200510120053785 10/12/2005
P: 23 of 25 P: \$90.50 S: 4500
Tom Murphy T20050052682
Westmoreland County RecorderC

GRANVILLE

(CHEKANSKIFRSTEVENSON.PFD/051029/24)

2005008515
2005008516
405 Chestnut Street
Greensburg, PA 15601

Exhibit C

THE SOUTH 2/3 OF LOT 6 AND ALL OF LOT 7 IN BLOCK 2 IN IVANHOE, BEING BRANIGAR BROTHERS
SUBDIVISION OF PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 5, TOWNSHIP 36 NORTH, RANGE
14, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP
36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

P.I.N 29-04-304-038-0000

C/K/A 14212 S. TRACY AVENUE, RIVERDALE, ILLINOIS 60827-2340

GRANTED

2315002492
2315002500
14212 South Tracy Avenue
Riverdale, IL 60827

Exhibit D

All of that certain parcel of land (being portion(s) of the land(s) described in and covered by Land Patent Grant Number 8954 to Maggie Pereira Silva) situate, lying and being at Waiakea, District of South Hilo, Island and County of Hawaii, State of Hawaii, being **LOT 17-A**, same being a portion of Lot 17, **BLOCK 82**, of the "**WAIAKEA HOUSELOTS SECOND SERIES**", and thus bounded and described:

Beginning at a pipe set in the ground, which marks the east corner of this lot, and on the west boundary of Lot 18, the coordinates of said point of beginning referred to Government Survey Triangulation Station "HALAI" being 2,812.11 feet south and 6,725.12 feet east, and running by azimuths measured clockwise from true South:

1. 58° 10' 86.00 feet along Lot 17-B to a pipe;
2. 148° 10' 120.00 feet along Lot 16 to a pipe;
3. 238° 10' 86.00 feet along R. R. Rt.-of-way to a pipe;
4. 328° 10' 120.00 feet along Lot 18 to the point of beginning and containing an area of **10,320 square feet**, more or less.

Together with a 12 foot wide road and utilities non-exclusive easement as an exit from said Lot 17-A, as granted in Deed, dated July 2, 1992, recorded as Document No. 92-118131, and subject to the terms and provisions, including the failure to comply with any covenants, conditions and reservations, contained therein.

BEING THE PREMISES ACQUIRED BY WARRANTY DEED

GRANTOR: EVELYN A. CHUN, wife of Albert S. C. Chun, GRACE M. KANEKO, wife of Toshio Kaneko, RONALD K. MORIKAWA, husband of Betty E. Morikawa, and JANET R. SUEOKA, wife of George H. Sueoka
GRANTEE: GREGORY KWAN YET NG and DIANA DORIS NG, husband and wife, as Tenants by the Entirety
DATED: July 2, 1992
RECORDED: Document No. 92-118131

9410000247
36A Lono Street
Hilo, HI 96720

Exhibit E

Legal Description

5501 Carnoustie Court Dublin, Ohio 43017

Situated in the County of Delaware, in the State of Ohio and in the State of Ohio and in the City of Dublin: Being Unit Number Nine (9) in the Village of Muirfield Condominium, as the same is numbered, designated, delineated and described in the Declaration and on the drawings thereof of record respectively, in Deed Book 464, Pages 275 through 327, as amended in Official Record 161, Page 2195, all inclusive, and in Condominium Plat Book 18, Pages 14 through 21, all in the Recorder's Office of Delaware County, Ohio.

GRANTEE

4415005958

4415005959

5501 Carnoustie Court

~~Dublin, OH 43017~~

Dublin, OH 43017

Property Address: 485-487 EDGEWOOD AVE, NEW HAVEN, CT 06511

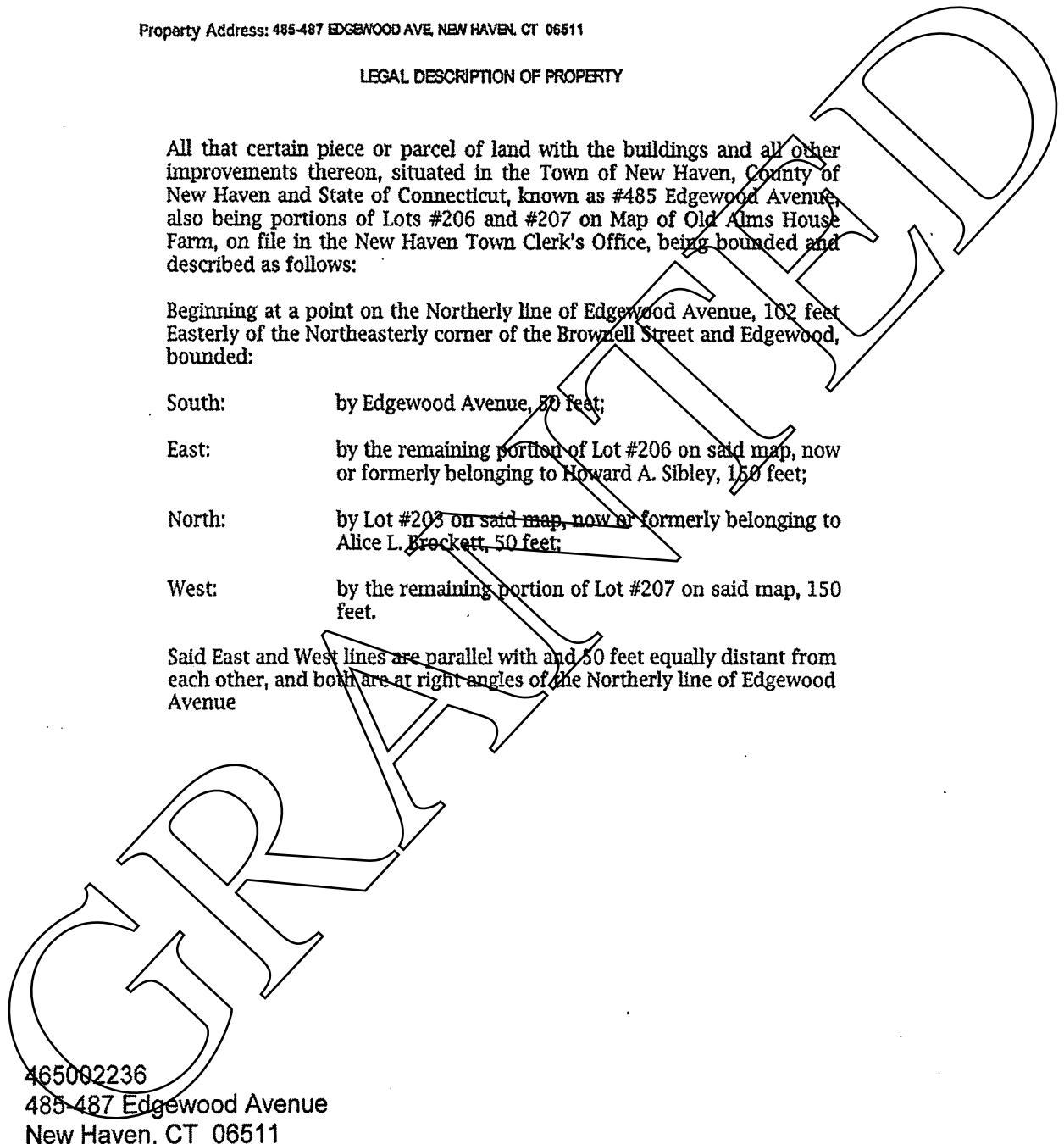
LEGAL DESCRIPTION OF PROPERTY

All that certain piece or parcel of land with the buildings and all other improvements thereon, situated in the Town of New Haven, County of New Haven and State of Connecticut, known as #485 Edgewood Avenue, also being portions of Lots #206 and #207 on Map of Old Alms House Farm, on file in the New Haven Town Clerk's Office, being bounded and described as follows:

Beginning at a point on the Northerly line of Edgewood Avenue, 102 feet Easterly of the Northeasterly corner of the Brownell Street and Edgewood, bounded:

- South: by Edgewood Avenue, 80 feet;
- East: by the remaining portion of Lot #206 on said map, now or formerly belonging to Howard A. Sibley, 150 feet;
- North: by Lot #203 on said map, now or formerly belonging to Alice L. Brockett, 50 feet;
- West: by the remaining portion of Lot #207 on said map, 150 feet.

Said East and West lines are parallel with and 50 feet equally distant from each other, and both are at right angles of the Northerly line of Edgewood Avenue



465002236
485-487 Edgewood Avenue
New Haven, CT 06511

Exhibit G

Lot 97
Lauren's Turn

A portion of Tract "E", Winston Park Section One, according to the Plat thereof, as recorded in Plat Book 131, Page 23, of the Public Records of Broward County, Florida, more particularly described as follows:

Commence at the Northwest corner of said Tract "E";

Thence North 89°37'06" East along the North line of said Tract "E", a distance of 261.60 feet;

Thence South 00°22'54" East, a distance of 65.00 feet;

Thence South 89°37'06" West, a distance of 2.71 feet;

Thence South 00°22'54" East, a distance of 55.00 feet;

Thence South 89°37'06" West, a distance of 20.19 feet;

Thence South 00°22'54" East, a distance of 55.00 feet;

Thence South 89°37'06" West, a distance of 83.57 feet to the Point of Beginning;

Thence South 00°22'54" East, a distance of 95.00 feet;

Thence South 89°37'06" West, a distance of 56.28 feet to a point of curvature of a curve concave to the Northeast having a radius of 27.00 feet;

Thence Westerly, Northwesterly, Northerly and Northerly along the arc of said curve, through a central angle of 106°00'00", an arc length of 49.95 feet to the point of tangency;

Thence North 15°37'06" East, a distance of 63.00 feet;

Thence North 89°37'06" East, a distance of 64.87 feet to the Point of Beginning.

Said lands situate, lying and being in the City of Coconut Creek, Broward County, Florida

5755015829
5347 NW 55 Street
Coconut, FL 33073

Exhibit H

Legal Description:

LOT 24 IN BLOCK 4 IN RESKINS SEVENTH ADDITION TO GLENDALE HEIGHTS BEING A SUBDIVISION OF PARTS OF SECTIONS 26, 27, 34 AND 35, TOWNSHIP 40 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 8, 1962 AS DOCUMENT R62-612, IN DU PAGE COUNTY, ILLINOIS.

GRANTED

1631295288
410 Norton Avenue
Glendale Heights, IL 60139

Exhibit I

All that certain real property situated in the County of San Bernardino, State of California, described as follows:

Lot 372 of Tract No. 8319,, in the County of San Bernardino, State of California, as per map recorded in Book 121, page(s) 86 through 95, inclusive, of Maps, in the Office of the County Recorder of said County.

EXCEPT therefrom all oil, gas, minerals, and other hydrocarbon substances lying below the surface of said land, but with no right of surface entry, as provided in deeds of record.

2786217678
6781862405
28314 Corona Drive
Helendale (Area), CA 92342

Exhibit J

Situated in Miami County, Indiana

Survey and certification of 2.03 acres (more or less) of land in the Southeast Quarter of Section 20, Township 26 North, Range 5 East, Butler Civil Township, Miami County, Indiana as follows:

Beginning at a point on the North line of the Southeast Quarter of Section 20, Township 26 North, Range 5 East, Miami County, Indiana, said point being 2270.57 feet East of the Northwest corner of said Southeast Quarter; thence North 89 degrees 20 minutes 46 seconds East 357.07 feet along said North line; thence South 00 degrees 00 minutes 52 seconds West 236.87 feet to an existing pipe; thence South 89 degrees 38 minutes 07 seconds West 357.58 feet to a pipe; thence North 00 degrees 08 minutes 38 seconds East 234.98 feet to the point of beginning and containing 2.03 acres more or less.

CRAMPTON

4455000329
4455000331
4995 East 550 South
Peru, IN 46970

Schedule A Description

Title Number GAC-3242-K (A)

Page 1

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Brooklyn, County of Kings, City and State of New York, bounded and described as follows:

BEGINNING at a point on the westerly side of Reid Avenue distant 80 feet southerly from the corner formed by the intersection of the westerly side of Reid Avenue with the southerly side of Decatur Street which point is opposite the center of a party wall standing partly on the premises hereby conveyed and partly on the premises next adjoining on the north;

RUNNING THENCE westerly parallel with Decatur Street or nearly so and partly through the center of said party wall, 75 feet;

THENCE southerly parallel with Reid Avenue or nearly so 20 feet;

THENCE easterly again parallel with Decatur Street or nearly so, 75 feet to the westerly side of Reid Avenue aforesaid;

THENCE northerly along said westerly side of Reid Avenue 20 feet to the point or place of BEGINNING.

2725001749
2725001759
328 Malcom X Boulevard
Brooklyn, NY 11233

LEGAL DESCRIPTION

Lot 2788, ROSEDALE PARK SUBDIVISION NO. 5, as recorded in Liber 49, Page 81 of Plats, Wayne County Records.

City of DETROIT, WAYNE COUNTY, State of Michigan

16734 SUNDERLAND STREET WARD 22 ITEM 84709

GRANTED

2355001722

2355001723

16734 Sunderland Street
Detroit, MI 48219

Exhibit M

All that certain lot or parcel of land situated in the City of Raleigh, St. Matthews Township, Wake County, North Carolina and more particularly described as follows:

BEING all of Lot 9 as shown on plat entitled "Subdivision of Lynn Seawell St. Matthews Township, Wake County, North Carolina," dated November 1960 prepared by John W. Collier, registered Surveyor and recorded in Book of Maps 1960, Page 319, in the Office of the Register of Deeds for Wake County, North Carolina.

GRANTED

5177751590
9868793672
1321 Carp Road
Raleigh, NC 27610

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 104 OF THE 14TH DISTRICT OF FULTON COUNTY, GEORGIA, BEING LOT 18, BLOCK A, FAIRMONT FOREST AS PER PLAT RECORDED IN PLAT BOOK 25, PAGE 15, FULTON COUNTY, GEORGIA RECORDS, WHICH PLAT IS HEREBY REFERRED TO AND MADE A PART OF THIS DESCRIPTION; BEING IMPROVED PROPERTY KNOWN AS 1618 ATHENS AVENUE, ACCORDING TO THE PRESENT SYSTEM OF NUMBERING HOUSES IN THE CITY OF ATLANTA, FULTON COUNTY, GEORGIA.

GRANTED

7498085750
2299740323
1618 Athens Avenue Southwest
Atlanta, GA 30310

PROPERTY DESCRIPTION

The land referred to in this Policy is described as follows:

Property located in the Seventh (7th) Civil District of Coffee County, Tennessee bounded and described as follows:

Being all of Lot 5 of Asbury Acres Subdivision, a plat of which is of record in plat Cabinet Envelope 328B, Register's Office of Coffee County, Tennessee, to which reference is hereby made for a more complete and accurate description.

Being the same property conveyed to Joe E. Colyer and wife, Marcella J. Colyer by deed of record in Deed Book 270, page 812, Register's Office, Coffee County, Tennessee.

Also conveyed herewith is a nonexclusive easement for ingress and egress to the above referenced property over and across the westerly fifth (50) feet of Lot 2 of the Asbury Acres Subdivision, said easement being more particularly described as follows:

Beginning at an iron pin set in the northerly margin of Asbury Road, said pin also being the southeastern corner of Lot 5 of the Asbury Acres Subdivision; thence with the east margin of Lot 5 North 03 degrees 26 minutes 27 seconds East 200.00 feet to an iron pin, said iron pin being the northeastern corner of Lot 5; thence North 88 degrees 10 minutes 47 seconds East 50 feet to a point; thence South 03 degrees 26 minutes 27 seconds West approximately 30 feet to an iron pin, said iron pin being the northwest corner of Lot 1 of the Asbury Acres Subdivision; thence South 03 degrees 26 minutes 27 seconds West 171.02 feet to an iron pin set in the Northerly margin of Asbury Road, said iron pin also being the southwest corner of Lot 1; thence with the northern margin of Asbury Road South 89 degrees 41 minutes 24 seconds West 50 feet to the point of beginning.

The above described real estate shall be subject to the following restrictive and protective covenants:

Only double wide mobile homes allowed. Each driveway shall be of white rock gravel; No junk cars; All mobile homes placed on the premises shall be underpinned or on permanent foundations.

7905002301
4829 Ashbury Road
Manchester, TN 78947