

3317383999

# MORTGAGE BROKER FEE AGREEMENT

Date May 14, 2013

By signing below, you agree that:

1. You have received an initial Good Faith Estimate within 3 business days of the mortgage loan application.
2. You intend to proceed with the loan.
3. This Mortgage Broker Fee Agreement has been explained to you and you understand it.
4. You have not been charged any fees, other than a reasonable credit report fee prior to signing this Mortgage Broker Fee Agreement.
5. You voluntarily enter into this Mortgage Broker Fee Agreement and you agree to the Broker Fees shown above.
6. If your loan is an adjustable rate mortgage ("ARM"), you received the Consumer Handbook on Adjustable Rate Mortgages Booklet ("CHARM Booklet").
7. If your loan is for the purchase of a home, you received the Shopping for Your Home Loan - HUD's Settlement Costs Booklet.
8. You acknowledge that you have received and understand the Appraisal Report Delivery Disclosure included in your application package.

If this box is checked, this Mortgage Broker Fee Agreement has been amended with updated fees

Borrower Name Paula A. Erickson Co-Borrower Name \_\_\_\_\_

Signature *Paula Erickson* Signature \_\_\_\_\_

Date 5/14/13 Date \_\_\_\_\_

Property Address 806 SW 54th Ln, Cape Coral, FL 33914-7069

Mortgage Banker Anthony Lee Date 05/14/2013

Mortgage Banker Signature \_\_\_\_\_





Date: 05/14/13

Paula A. Erickson  
 1405 Linden Ct  
 Genoa City, WI 53128

### Credit Inquiry Explanation Letter

To process your loan quickly, it's important that we have an accurate representation of your financial obligations so we can determine if you qualify for this loan. Each time someone requests your credit report, an inquiry is noted. The most common reason this occurs is in connection with an application for credit such as a mortgage loan, auto loan, credit card, etc.

**During the loan application process, we continually monitor your credit activity and may pull a new credit report prior to closing. Any additional debts or obligations, disclosed or undisclosed, may impact your loan approval. You must qualify with any new accounts opened.**

The creditor(s) listed below have pulled your credit within the past 120 days:

CIS INC 2013-04-30	CONSOLDTED 2013-04-30
GULF COAST MORTGAGE 2013-04-30	BK OF AMER/LANDSAFE 2013-02-28
BOFA/LANDSAF 2013-02-28	BOFA/LNSDF 2013-02-28
AMERISAVE MORTGAGE C 2013-02-26	CREDCO 2013-02-26
CREDCO 2013-02-26	

**You must disclose if any new accounts were opened. Please select one of the boxes below:**

- I have **NOT** opened up new debt  
 New debt is considered anything not currently listed in the Liabilities section of your Uniform Residential Loan Application.
- I have opened up new debt  
 Select this option if you have opened up new debt with any of the creditors listed above and include the details in the box below. In addition, if you have opened any new debt please send in a loan document or billing statement indicating the balance owed and the new monthly payment.

Creditor's Name	Account#	Balance Owed	Monthly Payment

By signing this Explanation Letter, you certify the liabilities section on your loan application and additional information regarding your inquiries as accurate and complete. Also you agree to inform us of any new debt incurred up to and including the day of closing. Your failure to do so may result in civil liability or criminal penalties.

5/14/13

Client Paula A. Erickson

Date



# DISCLOSURE NOTICES

Date: 05/13/2013

<b>Applicant(s):</b> Paula A Erickson	<b>Property Address:</b> 806 SW 54th Lane Cape Coral, FL 33914
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### AFFIDAVIT OF OCCUPANCY

Applicant(s) hereby certify and acknowledge that, upon taking title to the real property described above, their occupancy status will be as follows:

- Primary Residence - Applicant(s) shall occupy, establish, and use the Property as Applicant(s) principal residence within 60 days after closing and shall continue to occupy the Property as Applicant(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.
- Secondary Residence - To be occupied by Applicant(s) at least 15 days yearly, as second home (vacation, etc.), while maintaining principal residence elsewhere. [Please check this box if you plan to establish it as your primary residence at a future date (e.g., retirement)].
- Investment Property - Not owner occupied. Purchased as an investment to be held or rented.

The Applicant(s) acknowledge it is a federal crime punishable by fine or imprisonment, or both, to knowingly make any false statement concerning this loan application as applicable under the provisions of Title 18, United States Code, Section 1014.

*Paula Erickson* 5/14/13  
 \_\_\_\_\_  
 APPLICANT SIGNATURE

\_\_\_\_\_  
 CO-APPLICANT SIGNATURE

### ANTI-COERCION STATEMENT

The insurance laws of this state provide that the lender may not require the applicant to take insurance through any particular insurance agent or company to protect the mortgaged property. The applicant, subjected to the rules adopted by the Insurance Commissioner, has the right to have the insurance placed with an insurance agent or company of his choice, provided the company meets the requirement of the lender. The lender has the right to designate reasonable financial requirements as to the company and the adequacy of the coverage.

I have read the foregoing statement, or the rules of the Insurance Commissioner relative hereto, and understand my rights and privileges and those of the lender relative to the placing of such insurance.  
 I have selected the following agencies to write the insurance covering the property described above:

\_\_\_\_\_  
 Insurance Company Name

\_\_\_\_\_  
 Agent

\_\_\_\_\_  
 Agent's Address

\_\_\_\_\_  
 Agent's Telephone Number

*Paula Erickson* 5/14/13  
 \_\_\_\_\_  
 APPLICANT SIGNATURE

\_\_\_\_\_  
 CO-APPLICANT SIGNATURE

### FAIR CREDIT REPORTING ACT

An investigation will be made as to the credit standing of all individuals seeking credit in this application. The nature and scope of any investigation will be furnished to you upon written request made within a reasonable period of time. In the event of credit denial due to an unfavorable consumer report, you will be advised of the identity of the Consumer Reporting Agency making such report and of your right to request within sixty (60) days the reason for the adverse action, pursuant to provisions of section 615(b) of the Fair Credit Reporting Act.

*Paula Erickson* 5/14/13  
 \_\_\_\_\_  
 APPLICANT SIGNATURE

\_\_\_\_\_  
 CO-APPLICANT SIGNATURE

### FHA LOANS ONLY

IF YOU PREPAY YOUR LOAN ON OTHER THAN THE REGULAR INSTALLMENT DATE, YOU MAY BE ASSESSED INTEREST CHARGES UNTIL THE END OF THAT MONTH.

### GOVERNMENT LOANS ONLY

RIGHT TO FINANCIAL PRIVACY ACT OF 1978 - This is a notice to you as required by the Right to Financial Privacy Act of 1978 that the Department of Housing and Urban Development or Department of Veterans Affairs has a right of access to financial records held by a financial institution in connection with the consideration of administration of assistance to you. Financial records involving your transaction will be available to the Department of Housing and Urban Development or Department of Veterans Affairs without further notice or authorization but will not be disclosed or released to another Government agency or Department without your consent except as required or permitted by law.

\_\_\_\_\_  
 APPLICANT SIGNATURE

\_\_\_\_\_  
 CO-APPLICANT SIGNATURE

REO # A1304V8

**NOTICE OF TERMINATION**

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

Purchaser: Paula A. Erickson

Property: 806 SW 54th Ln  
CAPE CORAL, FL 33914-7069

Date: 7/11/13

Earnest Money Desposit \$ 2,500.00

Seller and Purchaser entered into an agreement dated \_\_\_\_\_, 20\_\_\_\_, (the "Agreement") whereby Seller would sell and Purchaser would purchase the Property.

Seller's obligation to sell and Purchaser's obligation to purchase the Property is terminated/cancelled for the following reason(s):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

For the reasons stated above and under the terms of the Agreement holder of the Earnest Money Deposit is instructed to pay all amounts held as follows:

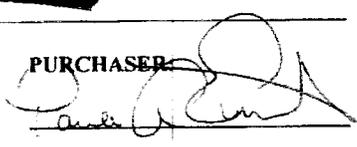
Earnest money deposit in the amount of \$ 2,500.00 to be refunded to Purchaser.

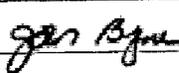
Earnest money deposit in the amount of \$ \_\_\_\_\_ to be paid to Seller.

\$ \_\_\_\_\_ of the earnest money deposit to be paid to title/escrow company for actual expenses incurred. \_\_\_\_\_

**SELLER:**

- FANNIE MAE
- \_\_\_\_\_, as Attorney in Fact for Fannie Mae
- FANNIE MAE as Attorney in Fact for \_\_\_\_\_

**PURCHASER:**  


By: 

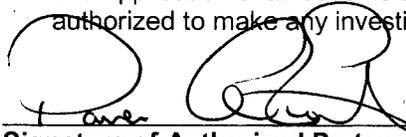
Date: John Byrne Jr.  
Assistant Vice President  
Fannie Mae

APPROVED  
By John Byrne at 10:11 am, Jul 19, 2013

**FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.**

**Declaration and Signature**

The undersigned, on behalf of all prospective insureds, after a reasonable inquiry, declares to the best of his/her knowledge and belief that the statements contained herein are true and are the basis of the acceptance of the risk or the hazard assumed by the Company under this Policy. It is further agreed by the undersigned, its Subsidiaries and their directors, officers and trustees that the Policy, if issued, is in reliance upon the truth of such representations. It is agreed that, although the signing of the Application does not commit the undersigned to purchase the insurance being applied for, the statements made in this Application shall become the basis of the Policy should one be purchased. The Company is hereby authorized to make any investigation and inquiry in connection with this Application deemed necessary.

  
\_\_\_\_\_  
Signature of Authorized Partner / Office/Owner Title      Title      Date 3 / 26 / 13

Paula A. Erickson  
\_\_\_\_\_  
Name of individual signing this application (printed)

**\*Kentucky Residents Only: Due to state taxes and surcharges, please do not submit premium at this time. You will receive a quote from our underwriting department once your application is received and reviewed.**

Enclosed is my check for \$ \_\_\_\_\_ Effective Date Desired\* \_\_\_\_\_  
Make check payable to Marsh and return your check and this application in the envelope provided.  
\*May not be earlier than the date the administrator receives and approves this application.

I authorize Seabury & Smith to charge my: VISA MasterCard Amount \$ \_\_\_\_\_  
Credit Card Number \_\_\_\_\_ Expiration Date \_\_\_\_\_  
Print name exactly as it appears on card \_\_\_\_\_

Coverage Underwritten by: Liberty Insurance Underwriters, Inc.  
PLEASE NOTE: This Application is for Claims-Made Coverage

Administrator:  
Marsh U.S. Consumer  
a Service of Seabury & Smith, Inc.  
Joan F. O'Sullivan, Licensed Agent  
PO Box 14576  
Des Moines, IA 50306-3576  
1-800-765-9408  
  
CA-0633005

IN WITNESS WHEREOF, this Agreement has been duly executed by the Parties hereto as of the date first above set forth.

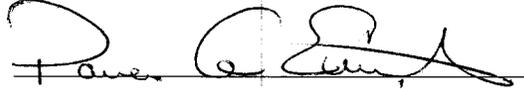
**"SELLER"**

**"PURCHASER"**

**Federal National Mortgage Association A/K/A Fannie Mae**

**Paula A. Erickson**

\_\_\_\_\_



Print Name: \_\_\_\_\_

Print Name: Paula A. Erickson

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

Date: 5/21/13

**"ESCROW AGENT"**

**"PURCHASER"**

**NEW HOUSE TITLE, LLC**

\_\_\_\_\_



Print Name: \_\_\_\_\_

Print Name: Paula A. Erickson

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

Date: 5/21/13

Prepared by and Return to:  
Danielle Windham  
New House Title, LLC  
4919 Memorial Highway, Suite 200  
Tampa, Florida 33634

**ZONING AND BUILDING CODE COMPLIANCE, PENDING CODE ENFORCEMENT  
VIOLATIONS, OPEN PERMITS**

**DISCLOSURE**

Re: File No. R13034209  
Borrower: Paula A. Erickson,  
Seller: Federal National Mortgage Association A/K/A Fannie Mae,  
Lender:  
Loan No.  
Property Address: 806 SW 54th Lane, Cape Coral, FL, 33914

It is hereby agreed and understood by the parties signing below that neither Westcor Land Title Insurance Company nor New House Title, LLC, its agent, has conducted any searches to ascertain the property; the improvements located thereon; or any proposed use of the property; complies with applicable City or County Building and Zoning Codes. Including but not limited to, Miami-Dade County Ordinance 08-133 or any pending code enforcement issues and/or open permits except to the extent of any notice of a violation regarding any Building and Zoning Matter being recorded in the Official Records Books of the County containing the property that are already listed on your title commitment.

It is hereby further agreed and understood by the parties signing below that in the absence of a notice of violation regarding such matters being recorded in said Official Records Books, no insurance coverage regarding any Building and Zoning Matter is being provided by any title policy issued in connection herewith and neither Westcor Land Title Insurance Company nor New House Title, LLC, its agent, is responsible for any fees, costs or expenses arising from the existence of any Building and Zoning Matter including any fees, costs or expenses incurred in complying with any City or County Building and Zoning Code.

Any non-recorded Building and Zoning Matter may seriously affect the Buyer's use and enjoyment of the property and entail substantial financial consequences; the Buyer is urged to seek the advice of counsel and/or conduct further due diligence regarding these matters.

For and in consideration of New House Title, LLC's agreement to close the transaction involving the Property and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged; the undersigned hereby releases and indemnifies New House Title, LLC, Federal National Mortgage Association, Westcor Land Title Insurance Company, their successors, parent companies, subsidiaries, past, present and future officers, directors, employees and agents, from any all liability and cause(s) of action relating to, around, arising out of and/or in connection with any unrecorded Building and Zoning Matters.

In witness whereof the parties have executed this agreement this 21<sup>st</sup> day of May  
\_\_\_\_\_, 2013.

Buyer(s):

  
Paula A. Erickson



NEW HOUSE  
TITLE, LLC

4919 Memorial Highway, Suite 200  
Tampa, FL 33634

**Buyer's Arms Length Acknowledgement**

Purchaser: Paula A. Erickson,  
Property Address: 806 SW 54th Lane Cape Coral, FL 33914  
Asset Number: A1304V8  
File Number: R13034209

As Purchaser of the above referenced property, please respond to each question below:  
Are you, or any member of your immediate household, an employee of the Seller?

Yes

No

Are you related by blood or marriage to the previous owner of the property?

Yes

No

Are you currently an active supplier approved to perform paid services for an agent or relative of the seller?

Yes

No

Signature

5/21/13  
Date

Printed Name: Paula A. Erickson

Signature \_\_\_\_\_

Date \_\_\_\_\_

Printed Name: \_\_\_\_\_

# IMPORTANT REAL ESTATE TAX INFORMATION

BUYER(S): Paula A. Erickson,  
RE: Address: 806 SW 54th Lane, Cape Coral, FL, 33914

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The following disclosures explain New House Title's handling of property tax pro-rations for the closing of your real estate transaction.

Buyer understands that real estate taxes and fees are prorated on the settlement statement. If current year taxes are not yet due and payable at the time of closing, pro-rations are based upon the gross tax amount from the prior year, and the amount shown on the settlement statement is final. Taxes are not re-analyzed after the actual tax bill becomes known, even if the difference is substantial. Buyer understands and agrees that any shortfall in taxes is solely the responsibility of the buyer.

BUYER INITIALS PAE

If taxes are due and payable at the time of closing, taxes are prorated based on the actual amount due.

BUYER INITIALS PAE

Buyer should not rely on the Seller's current property taxes as the amount of property taxes that the Buyer may be obligated to pay in the year subsequent to purchase. A change of ownership or property improvements triggers reassessments of the property that could result in higher property taxes. If you have any questions concerning valuation, contact the County Property Appraiser's Office for information.

BUYER INITIALS PAE

Should this property be subject to Non-Ad Valorem taxes, they may have been paid in advance by the seller resulting in a credit is due from buyer to seller on the settlement statement for the assessment period after the settlement date.

BUYER INITIALS PAE

**Tax bills for Florida properties are issued on November 1<sup>st</sup>. Contact the county tax collector should the bill not be received timely as discounts for early payment may apply. The tax ID number for this property 15-45-23-C3-01664.0290.**

BUYER INITIALS PAE

Buyer agrees that New House Title is not liable for accurate estimation or proration of tax bills not yet issued.

BUYER INITIALS PAE



Paula A. Erickson

**Per Incident Technical Support**

Full Svc #	Product	List Charge Per Hour	Other	One-Time Charge

Notes:

Subtotal One-Time Charges \$ N/A

**Per Incident Technical Support.** In the event Customer is not licensing a LiveNote product or service for which technical support is included in the subscription charge, LiveNote may, upon Customer's request, provide technical support at 1-800-987-WEST or 1-800-LIVENOTE on a per incident basis at a charge of \$150 per hour or a fraction thereof.

**Term License.** LiveNote grants Customer a non-exclusive, non-transferable, term license to use the Software pursuant to the applicable terms and conditions of the Subscriber Agreement and/or End User Agreement and the terms and conditions of this Order Form. As used in the Subscriber Agreement, "Subscriber shall mean "Customer." License Term commences upon contract execution. Subscription Charges are billed monthly in advance commencing upon execution of this Order Form and shall continue for twelve (12) months thereafter ("Minimum Term"). Upon conclusion of the Minimum Term, monthly charges are billed thereafter at then-current rates. Customer's right to access the Software ends with the termination of this Order Form and the Subscriber Agreement and/or End User Agreement; upon termination Customer is required to uninstall and return any Software received under this Term License to LiveNote. Software licensed hereunder may be used by Customer in the normal course of his/her work related to providing commercial court reporting services. Software shall not be resold, redistributed or sublicensed by Customer. In the event there is a conflict between the terms and conditions of the Subscriber Agreement and/or End User Agreement and the terms and conditions of this Order Form, the terms and conditions of this Order Form shall control.

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**Perpetual License.** LiveNote grants Customer a non-exclusive, non-transferable, perpetual license to use the OCR Software pursuant to the applicable terms and conditions of the End User Agreement; provided, however, that Customer maintains his/her subscription to Multimedia. Such perpetual license for OCR shall not include any customer support, software updates, telephone support, training, other maintenance, and the like.

**General Terms.** This Order Form is subject to approval by LiveNote, and is governed by Minnesota law. The state and federal courts sitting in Minnesota will have exclusive jurisdiction. Except for expenses incurred by the trainer for Customized Training Session(s), training charges and/or monthly subscription charges shall be billed on the date LiveNote processes Customer's order. Customer will pay all invoices in full within thirty (30) days from date of invoice. Applicable sales, use, personal property, value added tax (VAT) or equivalent, ad valorem and other taxes are the responsibility of Customer. Customer may be charged interest for overdue subscription and other open account charges. If any subscriptions or open account charges remain unpaid thirty (30) days after becoming due, amounts that are due and payable shall become immediately due and payable at the sole option of LiveNote. Interest charged may be adjusted to the then-highest current rate allowable on Minnesota contracts. This Order Form is non-transferable. All collection fees, including but not limited to attorneys fees, are payable by Customer. LiveNote may request a current financial statement and/or obtain consumer credit report on the undersigned individual to determine creditworthiness. LiveNote will only request consumer credit information on the undersigned if the undersigned is applying for credit as an individual or if the undersigned's consumer credit information is necessary for LiveNote to consider granting credit to the aforementioned company. If Customer inquires whether a credit report was requested, LiveNote will provide information of such, if a report was received and/or the name, address and telephone number of the agency that supplied the report.

**AUTHORIZED REPRESENTATIVE FOR ORDER FORM**

Printed Name Paula Erickson  
 Title \_\_\_\_\_  
 Date 12/13/13  
 Signature X [Signature]

For Credit Card Transactions only:      Visa \_\_\_\_\_       Master Card       Am Ex \_\_\_\_\_  
 C. \_\_\_\_\_      Expiration \_\_\_\_\_      Total Amt. to Charge \$ 310.00



## Erickson Reporting, LLC

RESERVED SIGNATURE

REGARDING THE CASE OF: CATHERINE NUNEZ V SENECA NURSING  
HOME, INC., et al.

THE DEPOSITION OF: ROSELLE DUABAN, R.N.  
TAKEN ON: 9-10-12

DATE: September 18, 2012

Dear Mr. Geiger:

Regarding the signature of the above-named witness, enclosed please find a signature page and an errata sheet.

The witness should read the transcript of the deposition and note any change upon the errata sheet. The witness is allowed 28 days to do so. After 28 days, the transcript may be used as though signed.

After reading the transcript and noting any changes upon the errata sheet, the witness is required to sign the signature page. The signature page should be signed regardless of whether or not changes are noted. If a copy has not been ordered, please make arrangements through Erickson Reporting's office to have the witness appear and view the transcript, if you choose to do so.

Please forward copies of the signature page and errata sheet to:

ERICKSON REPORTING, LLC  
PO Box 375  
Wonder Lake, Illinois 60097

Yours truly,  
ERICKSON REPORTING, LLC

  
Paula A. Erickson, CSR, RPR

CC: Mr. Thomas W. Dillon

PO Box 375  
Wonder Lake, IL 60097

815.236.5894  
paula@ericksonreporting.com



## Erickson Reporting, LLC

RESERVED SIGNATURE

REGARDING THE CASE OF: Neubert V Northwoods Care Centre, LP

THE DEPOSITION OF: Bernard Esguerra, R.N.  
TAKEN ON: March 10, 2014

March 25, 2014

Dear Ms. Ginett:

Regarding the signature of the above-named witness, enclosed please find a signature page and an errata sheet.

The witness should read the transcript of the deposition and note any change upon the errata sheet. The witness is allowed 28 days to do so. After 28 days, the transcript may be used as though signed.

After reading the transcript and noting any changes upon the errata sheet, the witness is required to sign the signature page. The signature page should be signed regardless of whether or not changes are noted.

Please forward copies of the signature page and errata sheet to:

ERICKSON REPORTING, LLC  
PO Box 375  
Wonder Lake, Illinois 60097

Yours truly,  
ERICKSON REPORTING, LLC

A handwritten signature in black ink, appearing to read "Paula A. Erickson".

Paula A. Erickson, CSR, RPR

CC: Mr. Thomas W. Dillon

PO Box 375  
Wonder Lake, IL 60097

815.236.5894  
[paula@ericksonreporting.com](mailto:paula@ericksonreporting.com)