

## A. Settlement Statement

## B. Type of Loan

- ☐ 1. FHA ☐ 2. FmHA ☐ 3. Conv. Unins.  
☐ 4. VA ☐ 5. Conv. Ins.

6. File Number  
11-06-RE60

7. Loan Number

8. Mortg. Ins. Case Num.

ID:

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

D. NAME OF BORROWER: Martin Baxley

Address of Borrower: 4170 CR 16, St. Petersburg, Florida 33709

E. NAME OF SELLER: Whitney Bank

Address of Seller: 228 St. Charles Ave, New Orleans, Louisiana 70163

TIN:

F. NAME OF LENDER:

Address of Lender:

G. PROPERTY LOCATION: 4170 County Road 16 St, St. Petersburg, Florida 33709

H. SETTLEMENT AGENT: Bilirakis Law Group, LLC

Place of Settlement: 4538 Bartlett Rd, Holiday, Florida 34690

TIN: 59-2246932

Phone: 727-937-3226

I. SETTLEMENT DATE: 6/30/11

DISBURSEMENT DATE: 6/30/11

J. Summary of borrower's transaction		K. Summary of seller's transaction	
100. Gross amount due from borrower:		400. Gross amount due to seller:	
101. Contract sales price	34,000.00	401. Contract sales price	34,000.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower (Line 1400)	695.50	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance:		Adjustments for items paid by seller in advance:	
106. City/town taxes		406. City/town taxes	
107. County taxes		407. County taxes	
108. Assessments		408. Assessments	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. Gross amount due from borrower:	34,695.50	420. Gross amount due to seller:	34,000.00
200. Amounts paid or in behalf of borrower:		500. Reductions in amount due to seller:	
201. Deposit or earnest money	1,000.00	501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)		502. Settlement charges to seller (line 1400)	3,969.33
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204. Principal amount of second mortgage		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206.		506. Deposits held by seller	
207. Principal amt of mortgage held by seller		507. Principal amt of mortgage held by seller	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller:		Adjustments for items unpaid by seller:	
210. City/town taxes		510. City/town taxes	
211. County taxes from 01/01/11 to 06/30/11	675.13	511. County taxes from 01/01/11 to 06/30/11	675.13
212. Assessments		512. Assessments	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. Total paid by/for borrower:	1,675.13	520. Total reductions in amount due seller:	4,644.46
300. Cash at settlement from/to borrower:		600. Cash at settlement to/from seller:	
301. Gross amount due from borrower (line 120)	34,695.50	601. Gross amount due to seller (line 420)	34,000.00
302. Less amount paid by/for the borrower (line 220)	(1,675.13)	602. Less total reductions in amount due seller (line 520)	(4,644.46)
303. Cash ( <input checked="" type="checkbox"/> From <input type="checkbox"/> To ) Borrower:	33,020.37	603. Cash ( <input checked="" type="checkbox"/> To <input type="checkbox"/> From ) Seller:	29,355.54

**Substitute Form 1099 Seller Statement:** The information contained in blocks E, G, H, and I and on line 401 is important tax information and is being furnished to the IRS. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported.

**Seller Instructions:** If this real estate was your principal residence, file Form 2119, Sale or Exchange of Principal Residence, for any gain, with your tax return; for other transactions, complete the applicable parts of Form 4797, Form 6262 and/or Schedule D (Form 1040).

Borrower's Initial(s):

Seller's Initial(s):

L. Settlement charges				Borrower POC	Seller POC	Paid from Borrower's Funds at Settlement	Paid from Seller's Funds at Settlement
700. Total Sales/Brokers Com. based on price	\$34,000.00	@	10.0000 % = 3,400.00				
701. 3,400.00	10.0000 % to Broderick and Associates						
702.	% to						
703. Commission paid at settlement							3,400.00
704.	to						
800. Items payable in connection with loan:				Borrower POC	Seller POC		
801. Loan origination fee	% to						
802. Loan discount	% to						
803. Appraisal fee	to						
804. Credit report	to						
805. Lender's inspection fee	to						
806. Mortgage insurance application fee	to						
807. Assumption Fee	to						
808.	to						
809.	to						
810.	to						
811.	to						
900. Items required by lender to be paid in advance:				Borrower POC	Seller POC		
901. Interest from	to	@	/day				
902. Mortgage insurance premium for	months to						
903. Hazard insurance premium for	years to						
904. Flood insurance premium for	years to						
905.	years to						
1000. Reserves deposited with lender:				Borrower POC	Seller POC		
1001. Hazard insurance	months @		per month				
1002. Mortgage insurance	months @		per month				
1003. City property taxes	months @		per month				
1004. County property taxes	months @		per month				
1005. Annual assessments	months @		per month				
1006. Flood insurance	months @		per month				
1007.	months @		per month				
1008.	months @		per month				
1009. Aggregate accounting adjustment							
1100. Title charges:				Borrower POC	Seller POC		
1101. Settlement or closing fee	to Billirakis Law Group, LLC					250.00	250.00
1102. Abstract or title search	to Attorneys' Title Insurance Fund, Inc.					100.00	
1103. Title examination	to						
1104. Assessment Search	to Abramowitz Tax & Lien Service, Inc.					120.00	
1105. Document preparation	to						
1106. Notary fees	to						
1107. Attorney's Fees	to						
(includes above item numbers:							
1108. Title Insurance	to Old Republic Nat. Title/Bilirakis Law					195.50	
(includes above item numbers:							
1109. Lender's coverage (Premium):							
1110. Owner's coverage (Premium):	\$34,000.00 (\$195.50)						
1111. Endorse:							
1112.	to						
1113.	to						
1200. Government recording and transfer charges:							
1201. Recording fees	Deed Mortgage(s)	Releases	\$30.00			30.00	
1202. City/county tax/stamps	Deed Mortgage(s)						
1203. State tax/stamps	Deed \$238.00 Mortgage(s)						238.00
1204.	to						
1205.	to						
1300. Additional settlement charges:				Borrower POC	Seller POC		
1301. Survey	to						
1302. Pest Inspection	to						
1303. Unpaid Utility	to City of St. Petersburg						81.33
1304.	to						
1305.	to						
1306.	to						
1307.	to						
1308.	to						
1309.							
1400. Total settlement charges:							
(Enter on lines 103, Section J and 502, Section K)						695.50	3,969.33

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

Martin Baxley

Borrower

By:

Whitney Bank

Seller

Stephen P. Duffy, Vice President

Borrower

Seller

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

Billirakis Law Group, LLC

By:

As Its Authorized Representative

Date

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

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Prepared By and Return to:  
Bilirakis Law Group, LLC  
4538 Bartelt Rd  
Holiday, FL 34690  
727-937-3226  
File No. 11-06-RE60  
Parcel Id. 01-31-15-34020-000-0520

**SPECIAL WARRANTY DEED**

**THIS SPECIAL WARRANTY DEED**, made on the 29 day of June, 2011, between **Whitney Bank**, whose address is 228 St. Charles Ave., Suite 405, New Orleans, LA 70130, Grantor, and **Martin Baxley**, whose address is 4170 CR 16, St. Petersburg, FL 33709, Grantee,

**WITNESSETH**, that Grantor, for and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt of which is acknowledged, conveys to Grantee, Grantee's successors and assigns forever, the following described land, situate, lying and being in Pinellas County, Florida:


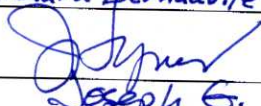
**Lots 52, 53, 69 and 70, GULF AND BAY, according to the map or plat thereof as recorded in Plat Book 21, Page 49, Public Records of Pinellas County, Florida.**

**Subject to taxes for 2011 and subsequent years, covenants, conditions, restrictions, easements, reservations and limitations of record, if any.**

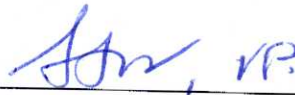
Grantor warrants that at the time of this conveyance, the subject property is not the Grantor's homestead within the meaning set forth in the constitution of the state of Florida, nor is it contiguous to or a part of homestead property.

And Grantor covenants with Grantee that, except as above noted, at the time of the delivery of this deed, the premises were free from all encumbrances made by Grantor, and that Grantor will warrant and defend against the lawful claims and demands of all persons claiming by, through, or under Grantor, but against none other.

Signed, Sealed and Delivered  
in the Presence of:

1.   
Richard Bernadotte  
2.   
Joseph G. Hynes

**Whitney Bank**

By:  VP.  
Stephen P. Duffy, Vice President

STATE OF LOUISIANA  
PARISH OF Orleans

The foregoing instrument was acknowledged before me this 29 day of June, 2011,  
by Stephen P. Duffy, the Vice President, of Whitney Bank, on behalf of that Bank. He is ( ☒ )  
personally known to me or ( ) has produced \_\_\_\_\_ as  
identification.



TYPED NAME: \_\_\_\_\_

NOTARY PUBLIC

MY COMMISSION EXPIRES: \_\_\_\_\_



THERESE M. DUPRE  
NOTARY PUBLIC  
Parish of Jefferson, State of Louisiana  
Notary No. 81087  
My Commission is for Life

## Closing Statement Addendum

Seller: Whitney Bank  
Buyer: Martin Baxley  
Property: 4170 County Road 16 St, St. Petersburg, FL 33709  
Closing Agent: Bilirakis Law Group, LLC  
Closing Date: June 30, 2011  
File Number: 11-06-RE60

**TAX RE-PRORATION AGREEMENT:** If the most recent property tax bill issued does not cover through the closing date, then the tax prorations set forth on the settlement statement are based upon an estimate. The basis of proration as set forth on the settlement statement is hereby accepted by the parties to this transaction. It is hereby understood and agreed that the actual taxes, if different, will be adjusted between the parties upon demand. Closing Agent is not liable or responsible for adjustment or re-proration of taxes. Closing Agent is not responsible or liable for additional taxes, other charges or tax refunds, if any, and shall not be liable should any of the parties to this transaction fail or refuse to re-prorate the taxes.

**AGREEMENT TO COOPERATE:** If requested by Lender (if any), Closing Agent, Title Agent or Title Underwriter, the parties agree to fully cooperate and adjust for clerical errors, including the execution or re-execution of any reasonable documentation and/or the remittance of any additional sums.

**HOMEOWNER'S/CONDOMINIUM ASSOCIATIONS:** The Buyer(s) acknowledge(s) the existence of any homeowner's and/or condominium association(s) and is aware that monthly, quarterly or annual maintenance assessments may be due to said association(s). Said association(s) may also have the authority to regulate and enforce community covenants and restrictions. The Buyer hereby acknowledges receipt of a copy of any association estoppel letters for the subject transaction.

**MISCELLANEOUS:** Closing Agent does not make any representations or warranties nor assumes any liability with respect to the physical condition of the property, or any repairs to the property. Buyer has been advised and encouraged to secure hazard insurance coverage prior to completion of closing. If a survey was prepared for the subject transaction, then the Buyer hereby acknowledges receipt of a copy thereof. The buyer has reviewed said survey and accepts title subject to the matters set forth thereon. Buyer has received and reviewed the proposed deed and is satisfied with and approves the manner which title is being held.

**DISBURSEMENT AUTHORIZATION, ETC.:** Closing Agent does not adjust or assume liability for charges for water, rents, gas, electricity, taxes on personal property, garbage taxes or fees, license fees or taxes, service/maintenance contracts (pest control, appliance maintenance, pool care, lawn care, alarm systems, etc.), association assessments or dues, or estoppel information furnished by mortgagees or others. The settlement statement has been reviewed and approved and Closing Agent is irrevocably authorized and directed to complete the closing of the transaction and make disbursement in accordance therewith. In the event of mortgage assumption, if Seller has received a credit for the escrow account balance, then Seller hereby assigns all right, title and interest in said account to Buyer. Seller, Buyer, and Borrower are used for singular or plural, as the context so requires or admits. This Agreement is being provided as an inducement for Closing Agent to serve as the closing agent and for Title Agent and Title Underwriter to issue title insurance on the subject transaction.

Buyer:

\_\_\_\_\_  
Martin Baxley

Seller:

Whitney Bank

By: 

Stephen P. Duffy, Vice President

(Corporate Seal)



# Closing Affidavit

(Seller)

**Before me**, the undersigned authority, personally appeared the undersigned ("Affiant"), who being by me first duly sworn, on oath, depose(s) and say(s) that:

1. **Whitney Bank ("Seller")**, is the owner of and is selling the following described property to **Martin Baxley ("Buyer")**, to wit:

**Lots 52, 53, 69 and 70, GULF AND BAY, according to the map or plat thereof as recorded in Plat Book 21, Page 49, Public Records of Pinellas County, Florida.**

2. The above described property is free and clear of all liens, taxes, encumbrances and claims of every kind, nature and description of record whatsoever, except for mortgage or mortgages, if any, described in the Deed and except for real estate and personal property taxes for the year 2011, which are not yet due and payable.
3. There have been no improvements, alterations, or repairs since acquisition by the Seller to the above described property for which the costs thereof remain unpaid, that there are no claims for labor or material furnished for repairing or improving the same, which remain unpaid since the acquisition by Seller, and that there are no mechanic's, materialmen's, or laborer's liens since acquisition by Seller against the above described property.
4. There have been no documents recorded in the Public Records of **Pinellas County, Florida** subsequent to **June 9, 2011**, which affect title to the Property and Seller has not entered into any contracts for the sale, disposition or leasing of the Property since said date except as may have been disclosed to **Bilirakis Law Group, LLC** in writing, and Seller has no knowledge of any matter affecting title to the Property.
5. The personal property contained in the building on said property, or on the said premises, and which, if any, is being sold free and clear of all liens, encumbrances, claims and demands whatsoever. The Seller knows of no violations of Municipal or County Ordinances pertaining to the above described property. No judgment or decree has been entered in any court in this State or the United States against said Seller which remains unsatisfied. There are no persons other than Seller in possession of the above described property. *Seller owns no personal property*
6. Seller agrees that in the event the current real estate or personal property taxes vary in amount from the figures used in making the prorations used in closing the transfer and conveyance of the above described property to said buyers, then a new proration and a correct and proper adjustment will be made upon demand.
7. There are no matters pending against the Seller that could give rise to a lien that would attach to the property between the effective date of commitment and the recording of the interest to be insured. Seller has not and will not execute any instruments that would adversely affect the interest to be insured.
8. Seller's title to, and possession and enjoyment of, the property have been open, notorious, peaceable and undisturbed, and have never been disputed nor questioned.
9. There are no disputes concerning the boundary lines of the property, and the operation of any buildings on said property has been in compliance with the applicable building codes, ordinances and statutes.
10. Affiant has received no notice of any public hearing regarding assessment for improvements or changes in applicable zoning laws concerning said property within the past ninety (90) days.
11. There are no actions or proceedings now pending in any State or Federal Court to which the Seller is a party, including but not limited to, proceedings in bankruptcy, receivership or insolvency, nor are there any judgments, bankruptcies, liens or executions of any nature which constitute or could constitute a charge or lien upon said property.
12. There are no unrecorded easements, claims of easement or rights-of-way affecting all or any portion of the property.

13. Seller understands that Section 1445 of the Internal Revenue Code provides that a Buyer of a United States real property interest must withhold tax if the Seller is a foreign person. To inform the Buyer that withholding of tax is not required upon purchase of the above described property, Seller certifies the following:

- a. Seller is not a nonresident alien individual, foreign corporation, foreign partnership, foreign trust or foreign estate for purposes of United States federal income taxation.
- b. Seller's U.S. Taxpayer Identification Number is 72-1171087
- c. Seller's address is: 228 St. Charles Ave, New Orleans, LA 70163.
- d. No other persons or entities have an ownership interest in the above described property.

Seller understands the Buyer of the described property intends to rely on the foregoing representations in connection with the United States Foreign Investment in Real Property Tax Act. (FIRPTA). Seller understands this certification may be disclosed to the Internal Revenue Service by the Buyer and that any false statements contained in this certification may be punished by fine, imprisonment or both. Seller has the authority to sign this affidavit as either individual Seller or on behalf of an entity Seller. Under penalties of perjury, Seller states that this declaration was carefully read and is true and correct.

- agrees to cooperate*
14. This affidavit is given for the purpose of clearing any possible question or objection to the title to the above referenced property and, for the purpose of inducing Bilirakis Law Group, LLC and Old Republic National Title Insurance Company to issue title insurance on the subject property, with the knowledge that said title companies are relying upon the statements set forth herein. Seller hereby holds Bilirakis Law Group, LLC and Old Republic National Title Insurance Company harmless and fully indemnifies same (including but not limited to attorneys' fees, whether suit be brought or not, and at trial and all appellate levels, and court costs and other litigation expenses) with respect to the matters set forth herein. "Affiant", "Seller" and "Buyer" include singular or plural as context so requires or admits. Seller further states that he/she is familiar with the nature of an oath and with the penalties as provided by the laws of the United States and the State of Florida for falsely swearing to statements made in an instrument of this nature. Seller further certifies that he/she has read, or heard read, the full facts of this Affidavit and understands its context.

Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

Whitney Bank

By: Stephen P. Duffy, V.P.

ALL TO THE BEST OF MY KNOWLEDGE

(Corporate Seal)

State of LA

County of Orleans

The foregoing instrument was sworn to and subscribed before me this 29 day of June, 2011 by Stephen P. Duffy, Vice President of Whitney Bank, on behalf of the corporation. He/she ☒ is personally known to me or ☐ has produced a driver's license as identification.

[Notary Seal]

Therese M. Dupre  
Notary Public

Printed Name:

My Commission Expires:



THERESE M. DUPRE  
NOTARY PUBLIC

Parish of Jefferson, State of Louisiana

Notary No. 81087

My Commission is for Life



# Non-Foreign Certification By Entity Transferor

(Seller's FIRPTA Affidavit)

Transferor: **Whitney Bank**  
Transferee: **Martin Baxley**  
Property: **4170 County Road 16 St, St. Petersburg, FL 33709**  
Closing Date: **June 30, 2011**

**Before me**, the undersigned authority, personally appeared the person(s) named below who, after being duly sworn, stated as follows:

Transferor is selling that certain real property located in **Pinellas County**, which is more particularly described as follows:

**Lots 52, 53, 69 and 70, GULF AND BAY, according to the map or plat thereof as recorded in Plat Book 21, Page 49, Public Records of Pinellas County, Florida.**

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 by **Whitney Bank**, the undersigned hereby certifies the following on behalf of **Whitney Bank**:

1. **Whitney Bank** 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 Regulations);
2. **Whitney Bank** is not a disregarded entity as defined in §1.1445-2(b)(2)(iii);
3. **Whitney Bank's** U.S. employer identification number is ; and **72-1171087**
4. **Whitney Bank's** office address is **228 St. Charles Ave, New Orleans, LA 70163.**

**Whitney Bank** 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 **Whitney Bank**.

Whitney Bank

By:  Date **6-29-11**  
Stephen P. Duffy, Vice President

(Corporate Seal)



State of LA  
County of Orleans  
Parish

The foregoing instrument was sworn to and subscribed before me this 27 day of June, 2011 by Stephen P. Duffy, Vice President of Whitney Bank, on behalf of the corporation. He/she ☒ is personally known to me or [X] has produced a driver's license as identification.

[Notary Seal]

[Signature]  
Notary Public

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

My Commission Expires: \_\_\_\_\_



THERESE M. DUPRE  
NOTARY PUBLIC  
Parish of Jefferson, State of Louisiana  
Notary No. 81087  
My Commission is for Life

☐ CORRECTED (If checked)

FILER'S name, street address, city, state, ZIP code, and telephone no. Bilirakis Law Group, LLC 4538 Bartelt Rd Holiday, FL 34690 (727) 937-3226		1 Date of closing 06/30/2011	OMB No. 1545-0997 <b>2011</b> Form 1099-S	Proceeds From Real Estate Transactions
FILER'S Federal identification number 59-2246932		2 Gross proceeds \$ 34,000.00		
TRANSFEROR'S identification number 72-1171087		3 Address or legal description 4170 County Road 16 St St. Petersburg, FL 33709		
TRANSFEROR'S name Whitney Bank		4 Transferor received or will receive property or services as part of the consideration (if checked) <input type="checkbox"/>		
Street address (including apt. no.) 228 St. Charles Ave City, state, and ZIP code New Orleans, LA 70163		5 Buyer's part of real estate tax \$		
Account or escrow number (see instructions) 11-06-RE60				

Form 1099-S (Keep for your records.) Department of the Treasury - Internal Revenue Service

## Instructions for Transferor

For sales or exchanges of certain real estate, the person responsible for closing a real estate transaction must report the real estate proceeds to the Internal Revenue Service and must furnish this statement to you. To determine if you have to report the sale or exchange of your main home on your tax return, see the instructions for Schedule D (Form 1040), Capital Gains and Losses. If the real estate was not your main home, report the transaction on Form 4797, Sales of Business Property, Form 6252, Installment Sale Income, and/or Schedule D (Form 1040).

Federal mortgage subsidy. You may have to recapture (pay back) all or part of a federal mortgage subsidy if all the following apply:

- You received a loan provided from the proceeds of a qualified mortgage bond or you received a mortgage credit certificate,
- Your original mortgage loan was provided after 1990, and
- You sold or disposed of your home at a gain during the first 9 years after you received the federal mortgage subsidy.

This will increase your tax. See Form 8828, Recapture of Federal Mortgage Subsidy, and Pub. 523, Selling Your Home.

Account number. May show an account or other unique number the payer assigned to distinguish your account.

**YOU ARE REQUIRED BY LAW** to provide your correct taxpayer name and identification number for the transaction described above to Bilirakis Law Group, LLC.

If you do not provide your correct taxpayer identification number, you may be subject to civil or criminal penalties imposed by law.

**UNDER THE PENALTIES OF PERJURY**, I certify that the above information, including my taxpayer identification number, is correct, and that I have received a copy of this statement.



Seller

Box 1. Shows the date of closing.

Box 2. Shows the gross proceeds from a real estate transaction, generally the sales price. Gross proceeds include cash and notes payable to you, notes assumed by the transferee (buyer), and any notes paid off at settlement. Box 2 does not include the value of other property or services you received or are to receive. See Box 4.

Box 3. Shows the address or a legal description of the property transferred.

Box 4. If marked, shows that you received or will receive services or property (other than cash or notes) as part of the consideration for the property transferred. The value of any services or property (other than cash or notes) is not included in box 2.

Box 5. Shows certain real estate tax on a residence charged to the buyer at settlement. If you have already paid the real estate tax for the period that includes the sale date, subtract the amount in box 5 from the amount already paid to determine your deductible real estate tax. But if you have already deducted the real estate tax in a prior year, generally report this amount as income on the "Other income" line of Form 1040. For more information, see Pub. 523, Pub. 525, and Pub. 530.

Seller

Seller

Seller

DoubleTime®



## Prior Policy/Re-Issue Rate Disclosure Statement

DATE: June 30, 2011  
SELLER NAME: Whitney Bank  
BUYER NAME: Martin Baxley  
PROPERTY ADDRESS: 4170 CR 16, St. Pete, 33709  
FILE NUMBER: 11-06-RE60

Bilirakis Law Group, LLC, Agent for Old Republic National Title Insurance Company, issued through Attorneys' Title Insurance Fund, Inc., hereby notifies you that you have the opportunity to receive a reduced rate (Reissue Rate) for title insurance in the above referenced transaction, if the Bilirakis Law Group, LLC is provided with an acceptable prior owner's policy of title insurance.

### WHAT IS A REISSUE RATE?

A reissue rate is available to persons who either purchase title insurance on certain properties that have had policies purchased within three (3) years **OR** which are on unimproved property **OR** which are purchased in connection with re-financing of existing debt.

### HOW DO I QUALIFY?

To qualify for a reissue rate, the following criteria must be met:

1. A previous owner's title insurance policy for the property must have been issued, which policy insured the seller or the borrower/mortgagor in the current transaction.

**AND**

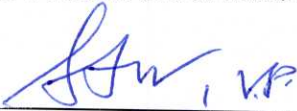
2. The property must be real property which is unimproved except for roads, bridges, drainage facilities, and utilities if the current owner's title has been insured prior to the application for a new policy **OR** the property must have been insured by a policy issued with an effective date of less than three years after the effective date of the policy insuring the seller or mortgagor in the current transaction; **OR** the new policy will be a Mortgagee Policy issued for the purpose of refinancing of property insured by an original Owner's Policy which insured the title of the current mortgagor.

### HOW MUCH IS THE RATE?

Set forth below is the promulgated rate for title insurance as promulgated by the Office of Insurance Regulation of the State of Florida:

<b>Base Title Insurance rate:</b>	\$5.75 per thousand up to \$100,000 \$5.00 per thousand thereafter up to \$1,000,000.00
<b>Re-Issue Rate:</b>	\$3.30 per thousand up to \$100,000 \$3.00 per thousand thereafter up to \$1,000,000.00

I hereby acknowledge receipt of the above disclosure; however, I acknowledge I do not qualify for a reissue rate as set forth above.



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Stephen P. Duffy, Vice President



**EXTRACT OF THE MINUTES OF THE REGULAR MEETING  
OF THE  
BOARD OF DIRECTORS  
HANCOCK BANK OF LOUISIANA  
NOW KNOWN AS WHITNEY BANK  
Held Wednesday, May 18, 2011**

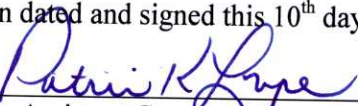
**RESOLVED**, that E. Dale Lindsey, Jr., Vice President and Stephen P. Duffy, Vice President, each acting alone, are hereby authorized to execute and deliver such acts, instruments and documents which may be necessary and appropriate in order to sell, without any warranties, liability or recourse, except those limited warranties relating to Whitney Bank's own tenure as owner, which may be required or customary in some states, all of Whitney Bank's rights, titles and interests to the real estate described below, for such price or prices, for such considerations, and on such other terms, conditions, exceptions and stipulations as any such official above designated, so executing and delivering such acts, instruments and documents, may, in the sole discretion of such official, deem necessary and appropriate.

**Lots 52, 53, 69 and 70, Gulf and Bay, according to the map or plat thereof as recorded in the Plat Book 21, Page 49, of the Public Records of Pinellas County, Florida.**

\* \* \* \* \*

I, Patricia K. Loupe, Sr. Assistant Corporate Secretary of Whitney Bank, do hereby certify that the above and foregoing is a true and correct copy of the resolution unanimously adopted by the Board of Directors of Whitney Bank at its meeting held on May 18, 2011, a quorum being present and voting, and that such resolution is in full force and effect, without revocation, amendment or change as of the date of this certification.

This certification dated and signed this 10<sup>th</sup> day of June, 2011.

  
\_\_\_\_\_  
Sr. Assistant Corporate Secretary

**STATE OF LOUISIANA**

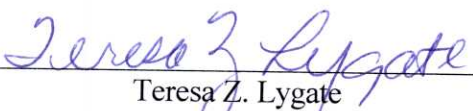
**PARISH OF ORLEANS**

**BEFORE ME**, the undersigned Notary, duly qualified in the Parish and State aforesaid, personally came and appeared Whitney Bank through its Senior Assistant Corporate Secretary, Patricia K. Loupe, who did affirm and say the following:

1. Whitney Holding Corporation was merged into Hancock Holding Company on June 4, 2011.
2. Whitney National Bank was merged into Hancock Bank of Louisiana, which immediately changed its name to Whitney Bank, on June 4, 2011.

  
\_\_\_\_\_  
Patricia K. Loupe

SWORN TO AND SUBSCRIBED BEFORE ME  
ON THIS 6TH DAY OF JUNE, 2011.

  
\_\_\_\_\_  
Teresa Z. Lygate  
Notary Public  
Notary Number: 34565  
My Commission Issued for Life