REAL PROPERTY SALES DISCLOSURE

To: ____________________________________________, BUYER of that certain parcel described as follows, to wit: Property: DG _____________________________

SELLER: TD Bank, NA

At such time as the above-referenced transaction is closed, additional sums will be demanded from you as Buyer, in the form of closing costs. Listed below are the major closing cost items that may apply pursuant to the contract which you are about to sign. Dollar amounts, if shown, are approximate. Final figures will be compiled by the closing agent.

1. Documentary Stamps on Deed $7.00/$1,000
2. Title Insurance based on total purchase price
3. Recording Deed $10 per page
4. Proration of Taxes as of closing date
5. Settlement Fee $300.00
6. Wire/Fedex charges (if applicable) $50.00±
7. Municipal Lien Search (if applicable) $150.00± per parcel
8. Title Transfer fees (if mobile home) $275 SW/ $375 DW
9. HOA/COA Estoppel Fee/Transfer Fee (if applicable) $150.00±
10. Proration of Assoc. Dues/Assessments (if applicable) as of closing date

Buyer acknowledges that this instrument has been read and signed before any Contract for Purchase and Sale of Real Estate referred to herein has been signed. Buyer understands the real estate broker, Tranzon Driggers is working as agent for the Seller named above and will receive a commission from the Seller on this sale.

Dated this ______ day of August ______, 2012

Signed in the presence of: BUYER(S):

__________________________________________

__________________________________________

AGENT: Jon K. Barber, Tranzon Driggers, Licensed Real Estate Broker

RATES:
• Title Insurance based on following rates: minimum premium $100; $0 to $100,000 = $5.75/$1000; $100,000 to $1 Mil. add $5/$1000; Over $1 Mil. and up to $5 Mil., add $2.50/$1000; Over $5 Mil. and up to $10 Mil., add $2.25/$1000; Over $10 Mil., add $2/$1000 • Deed Doc. Stamps: $7/1000 • Mortgage Doc. Stamps: $3.50/1000 • Intangible Tax $2/1000; • Recording $10 1st page, $8.50 each additional page.

Rev: 7.18.12 TAP3
CONTRACT FOR PURCHASE AND SALE OF REAL ESTATE

TRANZON DRIGGERS, as Agent for TD BANK, N.A., and/or any wholly owned subsidiaries of TD BANK, N.A., PO Box 9540 Portland, ME 04112 (hereinafter referred to as “Seller”) hereby acknowledges the successful bidder, hereinafter referred to as “Buyer,” to be:

Name: ________________________________
Address: ________________________________
Phone: ________________________________ Email: ____________________________

for the purchase of the property identified as Auction Property #__________, legally described on Exhibit A, attached and made a part hereof, together with all improvements thereon, hereinafter called “Property”, upon the conditions and terms as follows:

Full Purchase Price: $__________________
Deposit: $__________________ received from the Buyer which shall apply as part of the Full Purchase Price and shall be held in escrow pending closing of this transaction by:

___ GULLETT TITLE, Inc, “Escrow Agent” OR ___ American Home Title of Tampa Bay, Inc, “Escrow Agent”

401 St. Johns Avenue 6703 N. Himes Avenue
Palatka, FL 32177 Tampa, FL 33614
Contact: Nancy Reiland Contact: Robin Hodgdon
Email: Auction@GullettTitle.com Email: rhodgdon@americanhometitle.com
Phone: 888-328-5106 | 386-326-2920 Phone: 813-870-0333 X 4716

This escrow deposit is nonrefundable except as provided in paragraph 1(b) below. The remaining balance at the time of the closing is to be paid by wire transfer, certified or bank cashier’s check or as Seller may direct.

1. TITLE COMMITMENT:
(a) Prior to the closing of this transaction, the Seller shall have issued by one of the above Escrow Agents, through Westcor Land Title Insurance Company, Old Republic National Title Insurance Company, or Commonwealth Title Insurance Company, a commitment for title insurance agreeing to insure marketable title to Property and upon closing of this transaction, the Buyer, shall purchase a title insurance policy pursuant to this title commitment on the real property covered hereunder in the amount of the Full Purchase Price, after all necessary instruments, are filed of record, subject to standard and creditor’s rights exceptions, free and clear of other encumbrances except (i) easements of any description or source, (ii) covenants and restrictions, (iii) similar matters described in seller’s deed, or (iv) impairments, impediments, barriers, obstacles, easements, or encroachments otherwise of record or visible upon the ground.

(b) In the event, the title shall be proven to be unmarketable for any reason, other than set forth above, then Seller shall have two options: (1) Seller shall have a period of 45 days after notification thereof within which to cure defects in title (“Curative Period”), and this sale shall be closed within 10 days after notice that the title defects are cured or (2) to return the Deposit to Buyer and cancel this Agreement and neither party shall have any further obligations to the other hereunder, unless Seller has received Buyer’s written request to purchase the Property, subject to such insurability or defect and close with the title “As Is”, for the Full Purchase Price, in which case, the closing date shall be within 10 days of receipt of such written request.

2. TRANSFER OF TITLE AND SUBSEQUENT NOTICE OF COSTS, LIENS, OR ASSESSMENTS:
(a) Seller shall transfer title to the Property to Buyer by means of a Special Warranty Deed, or an equivalent thereof (the "Deed") free and clear of all encumbrances, assessments or liens except: 2012 and subsequent years property taxes and easement, rights-of-way, exceptions, covenants, conditions, restrictions, encroachments, reservations, encumbrances, access limitations, and all other matters or conditions affecting the Property of record (including all objections Seller has declined to cure and Purchaser has waived). The acceptance of the Deed by Buyer will be deemed to constitute full compliance by Seller with all of the terms and conditions of the Agreement.

(b) Seller shall NOT be responsible for any unpaid real estate taxes and/or assessments, levies, homeowner association fees and charges, utility charges or any other charges not disclosed on the title commitment prepared by

Seller’s Initials_________ Buyer’s Initials________
Gullett Title or American Home Title of Tampa Bay, Inc., of which Buyer hereby acknowledges receipt of a copy of said title commitment. IF AT ANY TIME AFTER THE CLOSING DATE, BUYER OR ITS Assigns OBTAINS ACTUAL OR CONSTRUCTIVE NOTICE OF ANY COSTS, LIENS, ASSESSMENTS, OR JUDGMENTS ASSOCIATED WITH THE PROPERTY THAT WERE NOT OF RECORD AT THE TIME OF THE CLOSING INCLUDING, WITHOUT LIMITATION, CODE VIOLATIONS, TAXES, UTILITY LIENS, OR CONDOMINIUM ASSESSMENTS, BUYER SHALL BE RESPONSIBLE FOR PAYMENT OF SAME AND BUYER HEREBY RELEASES SELLER OF ANY AND ALL LIABILITY IN CONNECTION THERETO, REGARDLESS OF WHETHER THE SELLER OWNED THE PROPERTY AT THE TIME SUCH COSTS WERE ASSESSED OR INCURRED. Buyer is responsible for verifying any possible liens, judgments, or assessments that may not be of record and hereby releases Seller from any and all liability related to any such liens, judgments or assessments.

3. CLOSING: Subject to the aforesaid Curative Period, this sale shall be closed on or before__________. If Buyer fails to perform this contract within the time herein specified, time being of the essence in this agreement, the deposit made by the Buyer shall be forfeited.

4. CLOSING COSTS: The Buyer shall, at closing, be responsible for required transfer fees/taxes (documentary stamps), $300 settlement fee, association estoppel fees, expense of recording the deed, municipal lien search, and title insurance premium. Taxes and other assessments, fees, and adjustments shall be prorated as of date of closing. Seller will pay expense of title search to prepare title commitment referenced in paragraph 1, and for preparation of deed and related Seller documents.

5. POSSESSION: Buyer shall be entitled to possession only at closing. Property may be occupied by third parties at the time of closing, and the Property is sold subject to any claims such third parties may have to continue in possession. Seller, nor its agents make no representations or promises regarding the right of such occupants or Buyer’s ability to retain or eject the occupants.

6. RISK OF LOSS: If the improvements are damaged by fire or other casualty before the closing hereunder, Seller shall have two options: (1) to restore Property to substantially the same condition as now exists through the use of applicable insurance coverage, if any, within a period of 90 days thereafter, and the closing date herein above set shall be extended accordingly, or (2) to return the deposit to Buyer and cancel this Agreement and neither party shall have any further obligations to the other hereunder.

7. DISCLOSURES:
   (a) RADON GAS: RADON IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT IS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL AND STATE GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN FLORIDA. ADDITIONAL INFORMATION REGARDING RADON AND RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY HEALTH DEPARTMENT.
   (b) MOLD: Mold is naturally occurring and may cause health risks or damage to Property. If Buyer is concerned or desires additional information regarding mold, Buyer should contact an appropriate professional. This Property is or may be affected by water or moisture damage, toxic mold, and/or other environmental hazards/conditions. As a consequence, Property may be irrevocably contaminated with mildew, mold and/or other microscopic organisms. Exposure to certain species of mold may pose serious health risks. Individuals with immune system deficiencies, infants, children, the elderly, or those with allergies or respiratory problems, and pets are particularly susceptible to experiencing adverse health effects from mold exposure. All areas contaminated with mold and/or other environmental hazards/conditions should be properly and thoroughly remediated. Habitation of Property without complete remediation may subject the inhabitants to potentially serious health risks and/or bodily injury. Buyer acknowledges that it is the sole responsibility of Buyer to conduct any remediation on Property.
   (c) ENERGY BROCHURE: Buyer acknowledges receipt of Florida Energy-Efficiency Rating Information Brochure required by Section 553.996, F.S.
   (d) LEAD-BASED PAINT: If Property includes pre-1978 residential housing, a lead-based paint rider is mandatory.
   (e) HOMEOWNERS’ ASSOCIATION/COMMUNITY DISCLOSURE: BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS’ ASSOCIATION/COMMUNITY DISCLOSURE, IF APPLICABLE.

Seller’s Initials_______ Buyer’s Initials_______
(f) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHALL 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.

(g) **TAX WITHHOLDING:** If Seller is a “Foreign Person” as defined by the Foreign Investment in Real Property Tax Act (“FIRPTA”), Buyer and Seller will comply with FIRPTA, which may require Seller to provide additional cash at Closing.

8. **SQUARE FOOTAGE:** Buyer acknowledges he/she has not relied upon Broker’s or Seller’s estimate of square footage of property. Square footage is approximate and may have been provided by third party sources. If square footage is of concern to the Buyer, the Buyer is advised to personally measure the property.

9. **SCHOOLS:** Buyer is advised to verify school zones and possible school and grade level caps through the local school board.

10. **USE OF PROPERTY:** Due to the unpredictable and constantly changing status of the municipal, county and state regulations of property development, the Seller and Agent involved in this transaction have found it necessary to clarify their duties and obligations with regard to the sale or lease of the property. The Buyer recognizes that the City and/or County where the property is located have a Comprehensive Land Use Plan. It is the Buyer’s obligation to contact the appropriate local government department(s) to determine how the subject property may be affected by the Comprehensive Plan and take any necessary action to ensure compliance with the plan. Additionally, the subject property may be affected by restrictive covenants, zoning, and/or other land use restrictions. If so, it shall be the Buyer’s responsibility to inquire about them in no less a degree than as hereinafter provided. Buyer is hereby advised that it is the Buyer’s responsibility to determine whether or not the subject property lies within the City or only the County. Both may have separate zoning and/or land use regulations, which would affect the subject property. It shall also be the Buyer’s sole responsibility to inquire about any state and local governmental zoning and land use regulations and restrictive covenants to determine whether the subject property is in compliance with all state and local government laws, codes and ordinances, and restrictive covenants. The Buyer understands that the Seller and the Agent make no representations as to whether the subject property is suitable for any particular use and that the Buyer shall be solely obligated to make any and all necessary inquiries with the appropriate governing bodies to determine compliance with all applicable zoning, land use regulations, and restrictive covenants. The Buyer further releases the Seller and the Agent for any statements or comments made in relation to the potential use of the subject property.

11. **ROADS AND DRAINAGE:** The Buyer may be responsible for the maintenance of roads and related drainage, if any, serving this property, and unless there is an ownership interest in such roads and related drainage by governmental authorities, said governmental authority shall have no responsibility for such maintenance.

12. **FLOOD ZONE:** Federal and state governments have designated certain areas as “flood areas” to indicate an area is more likely to have floods than others. The flood zone designation for the Property is available from the local governmental agency. This contract is not contingent upon flood zone or flood area designation.

13. **DISCLAIMER:** Property was acquired by Seller through foreclosure, deed in lieu of foreclosure, or similar process and as a result, Seller has never occupied Property and has little or no direct knowledge of the condition of the Property. No representations or warranties of any kind are made with respect to the Property, including, without limitation, its condition or any use to which it may be put. Buyer acknowledges that the Property is being sold on an “AS IS,” “WHERE IS,” “WITH ALL DEFECTS” basis, and any and all warranties, expressed, implied, or otherwise, including, without limitation, the warranties of habitability, merchantability, marketability, and fitness for any purpose, shall be and hereby are disclaimed. No representation or warranty is made as to the Property's compliance with any laws, rules, regulations, or ordinances, including, without limitation, any of the same pertaining to zoning, environmental law, or hazardous waste. It is acknowledged and agreed to by the Buyer that the property is being sold as salvage and that it might not be occupied in its current condition. It is acknowledged and agreed to by the Buyer that the property may require a certificate of continued occupancy or similar certification or compliance with State Code. No such certificates will be provided by the Seller. Any required Certificate of Occupancy or other certificates required for the sale, transfer, or occupancy of the property shall be obtained by the Buyer. Buyer acknowledges that substantial repairs may be required before such certificates may be obtained. Buyer agrees to assume responsibility for any repairs to the property including those required to obtain such certificates. Seller and its officers, employees, agents, and attorneys shall have no responsibility or liability for loss of assets, loss of income, loss of time, inconvenience, commercial loss, and/or any...
incidental or consequential damage, loss, or injury. Buyer acknowledges that Buyer has had a full and unrestricted opportunity to inspect the Property, free of any coercion from and without relying upon any representations by Seller. Buyer is not entitled to rely on any representations or warranties regarding the Property and any such representations or warranties have not been authorized by Seller or its officers, employees, agents, or attorneys. Seller takes no responsibility for and shall not be liable as a result of such representations or warranties. The terms of this paragraph shall survive the closing.

14. FINANCING: This agreement is not contingent upon the Buyer obtaining financing.

15. SURVEY: The Buyer may, prior to closing date, have the Property surveyed at his/her expense.

16. NON ASSIGNMENT: This agreement may not be assigned without the written consent of the Seller.

17. FAIR HOUSING ACT: Tranzon Driggers, licensed real estate broker, agent of the Seller, conducts business in accordance with the Fair Housing Act and does not discriminate against any person or entity on the basis of race, color, religion, sex, familial status, or national origin.

18. MERGER: This agreement represents the entire contract between Buyer and Seller. No agreement, unless incorporated in this agreement shall be binding upon the Agent, Buyer or Seller. No oral or other representations have been made by Seller or its agents to induce Buyer to sign the Agreement.

19. DEFINITIONS: The Words Agent, Buyer, and Seller herein employed shall include their heirs, administrators, executors and successors, and said words, and any pronouns relative thereto, shall include the masculine, feminine and neuter gender, and the singular and plural number, wherever the context so admits or requires.

20. IDENTICAL COUNTERPARTS: This agreement may be executed in a number of identical counterparts. If so executed, each of such counterparts is to be deemed an original for all purposes. A facsimile copy of the contract and any addenda, thereto shall be deemed an original for all purposes. Electronic signatures may be used to execute this agreement and shall so be deemed an original.

21. RELEASE:

(a) In consideration of the sale of the Property to Buyer and Seller's agreement to pay the title examination fee and preliminary title commitment, receipt of which is hereby acknowledged, upon the effective date of the Contract, Buyer hereby releases and agrees to, hold harmless and forever discharge Seller, as owner of the Property, and its affiliates, officers, servants, contractors, employees, agents, brokers, successors, and assigns, from any and all claims, liabilities, or causes of action of any kind that Buyer may now have or may have at any time in the future arising out of the Contract. Neither the Seller nor its affiliates, officers, servants, contractors, employees, agents, brokers, successors, and assigns shall be liable to the Buyer for any damages of any kind (other than a return of the Deposit when expressly required by the Contract) as a result of the Seller's default under the Contract or Seller's failure to sell and convey the Property. Buyer further expressly waives, to the fullest extent permitted by law: (a) the remedy of specific performance on account of Seller's default under the Contract or Seller's failure to sell and convey the Property for any reason, (b) any right otherwise to record or file the Contract or a memorandum thereof, a lis pendens or a notice of pendency of action or account of Seller's default under the Contract or Seller's failure to sell and convey the Property, (c) any right to invoke any other equitable remedy that may be available that, if invoked, would prevent Seller from conveying the Property to a third party buyer; (d) any and all claims arising from any agreed to adjustments or prorations or errors in calculating the adjustments or prorations that are or may be discovered after closing; (e) any trial by jury in any litigation arising from or connected with or related to the Contract; (f) any claims or losses Buyer may incur as a result of construction on, repair to, or treatment of the Property, or other defects, known or unknown, apparent or latent, which may now or hereafter exist with respect to the Property; (g) any right to avoid this sale or reduce the price or hold Seller and its affiliates, officers, servants, contractors, employees, agents, brokers, successors and assigns responsible for damages on account of the marketability, habitability, serviceability, profitability, insurability or condition of the Property, lack of suitability or fitness of the Property for a particular purpose, or defects, apparent or latent, in the Property; (h) any claim arising from encroachments, easements, shortages in area or any other matter which would be disclosed or revealed by a survey or inspection of the Property or search of public records; and (i) any right to recover special, consequential, or punitive damages whatsoever, whether in contract, tort (including negligence and strict liability), or any other legal or equitable principle, including, but not limited to, any cost or expense incurred by the Buyer in selling or surrendering a lease on a prior residence, obtaining other living accommodations, moving, storage or relocation expenses, or any other such expense or cost arising from, or related to, the Contract or a breach of the Contract.

(b) In the event Buyer breaches or disregards, or attempts to disavow, any of the waivers or releases described or contemplated under this Paragraph 21, in addition to all other damages or remedies to which Seller and its affiliates, officers, servants, contractors, employees, agents, brokers successors and assigns may be lawfully entitled, Buyer shall
pay all reasonable attorneys fees and costs incurred by the Seller in (i) seeking reaffirmation or enforcement of any such waiver or release, or (ii) defending any action initiated.

22. RECORDING: Neither this Agreement nor any memorandum or other summary of this Agreement shall be placed on public record under any circumstances except with the prior written consent of Seller, which consent may be withheld or conditioned in Seller’s sole, absolute, and subjective discretion.

23. GOVERNING LAW: This Agreement shall be construed and enforced in accordance with the laws of the state of Florida. In connection with any litigation arising out of this agreement, the parties specifically waive trial by jury. Venue shall be Marion County, Florida.

24. RIDERS AND ADDENDA: The following are attached to this Agreement and made a part hereof:
   (a) Addendum _____ attached and made a part hereof OR no addendum attached ____.
   (b) Indemnity Rider attached and made a part hereof, and shall survive closing.

25. EFFECTIVE DATE: This instrument shall become effective as a contract when signed by Buyer, Seller and Agent. High bid made by Buyer and subsequent purchase price on this Contract is irrevocable for a period of 3 business days from the date of the auction, pending the approval and execution of Contract by Seller. If not approved by Seller by the end of business on the third business day, earnest monies will be refunded in full at option of Buyer.

26. BUYER STATEMENT OF NON-RELATEDNESS: I/We________________________________(Buyer) hereby state that I/we am/are not employed by The Toronto-Dominion Bank or any of its subsidiaries or affiliated corporations, including TD Bank, N.A. (the “Bank”) nor am I/are we related in any way with attorneys (solicitors) or agents retained by or on behalf of the Bank in relation to the property that is the subject of this transaction and confirm that I am/we are dealing at arm’s length with the aforementioned parties.

To the extent that any such relationships exist, the relationships are as follows: __________________

Additionally, Buyer is not involved in any way in any transaction relating to the Property to impede, hinder or otherwise avoid the representations made hereunder. If Bank at any time determines the representations made herein are false, then Bank at any time may pursue damages, including, without limitation, rescission as set forth in paragraphs within this Purchase and Sale Agreement.

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THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT.
IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

RECEIPT OF DEPOSIT AS HEREIN STATED IS ACKNOWLEDGED

By ___________________________________________ Agent

ABOVE OFFER HERBY CONFIRMED AND AGREED TO BY THE UNDERSIGNED

Buyer: ______________________________  Date: __________  Buyer: ______________________________  Date: __________

Printed Name: ______________________________  Printed Name: ______________________________

Seller: ______________________________  Date: __________
for TD BANK, N.A.
EXHIBIT A

(LEGAL DESCRIPTION FROM TITLE COMMITMENT ADDED HERE)
INDEMNITY AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that ______________________________ (hereinafter referred to as “BUYER”), understands that it is purchasing the Auction Property identified as DG ______, “AS IS,” per the Purchase and Sale Agreement executed between Buyers and TD Bank, N.A. (hereinafter referred to as “SELLER”) dated __________. As such, BUYER, for good and valuable consideration, agrees to indemnify, hold harmless, release, remise, and forever discharge, and by these presents do for them, their heirs, spouse, family, executors, beneficiaries, administrators, successors, and assigns, the said TD Bank, N.A., its employees, agents, representatives, successors, assigns, heirs, beneficiaries, executors, and administrators, from any and all liability for repairs on the property being purchased, including repairs which have been performed from the beginning of the world, or which may be performed in the future, as well as the resulting expenses which have been incurred or may be incurred in the future. BUYER understands that any additional expenses incurred in further repairs or maintenance, and/or to close out or obtain permits on said property shall be its own responsibility and not the responsibility of the SELLER. It shall not be the responsibility of SELLER to either perform or cause to be performed any further repairs on the above-referenced property, nor to incur the cost of any said repairs.

FURTHERMORE, it is specifically understood and agreed that nothing contained in this document can be construed in any manner whatsoever as an admission on the part of TD Bank, N.A., of any liability or responsibility whatsoever for the interior or exterior conditions of the above-referenced property.

IN WITNESS WHEREOF, we set our hands this _____ day of August, 2012

_________________________  __________________________
BUYER SIGNATURE          WITNESS SIGNATURE

_________________________  __________________________
BUYER SIGNATURE          WITNESS SIGNATURE