

IN THE CIRCUIT COURT OF THE
ELEVENTH JUDICIAL CIRCUIT IN AND
FOR MIAMI-DADE COUNTY, FLORIDA

CIRCUIT CIVIL DIVISION

CASE NO.: 07-43672 CA 09

STATE OF FLORIDA, OFFICE OF FINANCIAL
REGULATION,

Plaintiff,

v.

BERMAN MORTGAGE CORPORATION, a Florida
corporation, M.A.M.C. INCORPORATED, a Florida
corporation, DANA J. BERMAN, as Owner and
Managing Member,

Defendants,

and

DB ATLANTA, LLC, a Florida limited liability
company, *et al.*,

Relief Defendants.

**RECEIVER'S MOTION TO EXPAND RECEIVERSHIP TO
INCLUDE MAMC BILOXI, LLC AS A RELIEF DEFENDANT,
NUNC PRO TUNC, AND FOR AUTHORIZATION TO ENTER INTO
AN EXCLUSIVE LISTING AGREEMENT WITH
COLDWELL BANKER ALFONSO REALTY TO MARKET AND
SELL A PORTION OF MAMC BILOXI, LLC'S PROPERTY**

Michael I. Goldberg, ("Receiver") the receiver of Defendants Berman Mortgage Corporation ("BMC") and M.A.M.C. Incorporated ("MAMC"), and Relief Defendants DB Atlanta, LLC, *et al.* (collectively, the "Receivership Defendants"), hereby files this Motion to Expand Receivership to Include MAMC Biloxi, LLC as a Relief Defendant, *Nunc Pro Tunc*, and for Authorization to Enter into an Exclusive Listing Agreement with Coldwell Banker Alfonso

Realty ("Broker") to Market and Sell a Portion of MAMC Biloxi, LLC's Property. In support of this Motion, the Receiver states as follows:

1. During the real estate boom in the mid-2000's, BMC invested in 100 real estate projects and vacant properties, using \$192 million in funds loaned from approximately 640 individual lenders ("Lenders"). The loans were secured by the properties.

2. MAMC serviced the loans pursuant to servicing agreements entered into between the individual Lenders and MAMC. Initially, MAMC serviced about 104 mortgage loans.

3. On December 11, 2007, Florida's Office of Financial Regulation filed a Complaint for temporary and permanent injunction against the Receivership Defendants and for appointment of a receiver to prevent the waste and dissipation of the Receivership Defendants' assets to the detriment of the Lenders. On the same day, the Court appointed Michael Goldberg as the receiver for the Receivership Defendants.

4. DB Biloxi, LLC ("DB Biloxi") was one of the original Relief Defendants.¹ DB Biloxi was a single purpose real estate development company owned by Dana Berman. In April 2005, DB Biloxi purchased an 11 acre parcel located at 2660 Beach Boulevard in Biloxi, Mississippi (the "Property"). The purchase was funded in part by the Lenders and the loan was secured by the Property.

5. The improvements on the Property included a 140 unit apartment complex, known as Edgewater Garden Apartments, which DB Biloxi had commenced a condominium

¹ DB Biloxi, LLC, DB Biloxi LLC, II and DB Biloxi III, LLC were original Relief Defendants. Each was a single purpose real estate development company owned by Dana Berman, which held property located in Biloxi, Mississippi. This Motion only relates to DB Biloxi, LLC. On September 23, 2009, the Court entered an Order Granting Receiver's Motion to Abandon Relief Defendant DB Biloxi III, LLC and to transfer any remaining funds held by DB Biloxi III, LLC to MAMC Biloxi III, LLC. On August 17, 2010, the Court entered an Order Granting Receiver's Motion to Abandon Relief Defendant DB Biloxi, II, LLC because the property had been transferred to GLP Properties, LLC by quit claim deed.

conversion. However the apartment complex suffered substantial damage in 2006 from Hurricane Katrina and was subsequently demolished.

6. The Property has since been subdivided into two parcels (the "Front Parcel" was comprised of 3 acres and the "Back Parcel" was comprised of 8 acres).

7. Upon motion, notice and hearing, on October 8, 2009, this Court entering an Order approved the contract for sale of 5.5 acres of the Back Parcel to Wal-Mart Stores, Inc.

8. DB Biloxi defaulted on its obligations to the Lenders. MAMC filed a foreclosure case and obtained title to the Property. On January 18, 2012, MAMC conveyed the Property to M.A.M.C. Biloxi, LLC ("MAMC Biloxi") by Special Warranty Deed. A true and correct copy of the Special Warranty Deed was recorded in the official records of the 2nd Judicial District of Harrison County, Mississippi.

9. The Receiver seeks to expand the Receivership *nunc pro tunc* to January 18, 2012, to include MAMC Biloxi as a Relief Defendant.

10. It is also the Receiver's intention to market and sell the remaining 2.5 acres of the Back Parcel and enter into an Agreement for the Exclusive Authorization to Sell Land ("Agreement") with the Broker. The Agreement is for a duration of nine months. A true and correct copy of the Agreement is attached hereto as Exhibit 1.


11. The Receiver is authorized to enter into agreements and take such action as he deems advisable or proper for the marshaling, maintenance or preservation of the Receivership Assets. *See* Order Appointing Receiver, at ¶ 17.

12. The Receiver has consulted with the lender committee for MAMC Biloxi,² who have advised the Receiver that they approve his entering into the Agreement on behalf of MAMC Biloxi.

WHEREFORE, Michael I. Goldberg, in his capacity as Receiver of BMC, MAMC and related entities, respectfully request this Court to enter an Order authorizing the Receiver to enter into the agreement described herein and to grant such further relief as is just and proper.

Respectfully submitted,


AKERMAN SENTERFITT
Las Olas Centre II, Suite 1600
350 East Las Olas Boulevard
Fort Lauderdale, FL 33301-2229
Phone: (954) 463-2700
Fax: (954) 463-2224
Email: joan.levit@akerman.com

By: 

Joan M. Levit, Esquire
Florida Bar No. 987530

CERTIFICATE OF SERVICE

I **HEREBY CERTIFY** that on this 24 day of August, 2012, a true and correct copy of the motion was furnished via U.S. Mail to the parties on the attached Service List. A copy of the motion (and the Notice of Hearing) will also be posted on the receivership website.

By: 

Joan M. Levit

² At the outset of the receivership, the Receiver set up committees comprised of lenders for each loan and one overall committee made up of at least one lender from each loan ("Executive Committee") to advise the Receiver.

SERVICE LIST

Cristina Saenz
Assistant General Counsel
STATE OF FLORIDA
OFFICE OF FINANCIAL REGULATION
401 N.W. 2nd Avenue, Suite N-708
Miami, FL 33128

Alan M. Sandler, Esquire
SANDLER & SANDLER
117 Aragon Avenue
Coral Gables, FL 33134

Charles W. Throckmorton, Esquire
KOZYAK TROPIN THROCKMORTON, P.A.
2525 Ponce de Leon Boulevard, 9th Floor
Coral Gables, FL 33134

Paul Huck, Esquire
Dean C. Colson, Esquire
COLSON HICKS EIDSON
255 Aragon Avenue, Second Floor
Coral Gables, FL 33134

Jason S. Miller, Esquire
ADORNO & YOSS, LLP
2525 Ponce de Leon Boulevard, Suite 400
Coral Gables, FL 33134

Maurice Baumgarten, Esquire
ANANIA, BANDKLAYDER,
Bank of America Tower — Suite 4300
100 SE 2nd Street
Miami, FL 33131

Mark A. Basurto, Esquire and
Charles Evans Glausier, Esquire
BUSH ROSS, P.A.
Post Office Box 3913
Tampa, Florida 33601-3913

Charles L. Neustein, Esquire
CHARLES L. NEUSTEIN, P.A.
777 Arthur Godfrey Road
Second Floor
Miami Beach, FL 33140

William Dufoe, Esquire
Robert W. Lang, Esquire
HOLLAND & KNIGHT, LLP
100 North Tampa Street
Suite 4100
Tampa, FL 33602

Deborah Poore Fitzgerald, Esquire
WALTON LANTAFF, LLP
Corporate Center, Suite 2000
100 East Broward Boulevard
Fort Lauderdale, FL 33301

Peter Valori, Esquire
DAMIAN & VALORI, LLP
1000 Brickell Avenue, Suite 1020
Miami, FL 33131

Christopher S. Linde, Esquire
BURR FORMAN
200 S. Orange Avenue, Suite 800
Orlando, Florida 32801

James D. Gassenheimer, Esquire
BERGER SINGERMAN
1000 Wachovia Financial Center
200 South Biscayne Boulevard
Miami, Florida 33131

Don Rosenberg
PECKAR & ABRAMSON
ONE S.E. THIRD AVE., SUITE 3100
Miami, FL 33131

EXHIBIT 1



EXCLUSIVE AUTHORIZATION TO SELL LAND

ALFONSO REALTY

IF NOT FULLY UNDERSTOOD, SEEK LEGAL ADVICE FROM YOUR ATTORNEY

(1) AUTHORIZATION: As the undersigned Owner, I hereby EMPLOY and GRANT to the undersigned Broker the EXCLUSIVE AUTHORIZATION and Right, for an irrevocable period of nine months commencing this date, to sell the real property in the city of Biloxi, County of Harrison, State of Mississippi, located at:

Legal Description: See attached survey Parcel Number: _____

Street Address City/Town Zip Code

(2) LIST PRICE: The list price shall be \$500,000 and on the following terms, ___ VA/FHA, X CONV, X CASH, ___ OWNER FINANCE.

(3) MULTIPLE LISTING SERVICE: Broker is a Participant of the Gulf Coast Multiple Listing Service (MLS) and this listing information will be provided to the MLS to be published and disseminated to its Participants. The Listing Broker is also authorized to report the sale, when it occurs, including the price, terms and financing for the publication, dissemination, information and use by authorized members, MLS participants and subscribers.

(4) COMPENSATION: I agree to pay Broker as compensation for services rendered a Professional Fee of 6% of the selling price, to be disbursed 3% to the listing company and 3% to the selling company IF, during the period of this contract: (A) Broker secures a purchaser on the above terms, or at any other terms or price acceptable to me; or (B) said property is sold or exchanged by Broker, or any other person, including myself. Such compensation shall be paid if property is sold, conveyed, or otherwise transferred within 90 days after the termination of this agreement or any extension thereof to anyone with whom Broker has negotiated prior to final termination, provided I have received notice in writing, including the name of the prospective purchaser, before or upon termination of this agreement or any extension thereof.

(5) DEPOSIT: In the event a deposit is forfeited, one-half of the same shall be retained by Broker as compensation, and one-half paid to me, provided that Broker's portion of any such forfeiture shall not exceed the amount of the above stated commission. In the event of sale of said property, should an examination of the title reveal defects which can be cured, I hereby obligate myself to do so as expeditiously as possible, and to execute and tender general Warranty Deed in accordance with the terms stated above.

(6) AGENCY DISCLOSURE: The Listing Broker is hereby authorized as a MLS Participant to:

- (A) Offer other licensed Brokers cooperation and compensation who represent the Buyer.
(B) Participate in and offer disclosed Dual Agency and Compensation.

(7) PROPERTY DISCLOSURE: I shall complete and sign an "Unimproved Property Disclosure Statement". I understand that I must disclose any facts which may affect the material value, condition, or desirability of the property, whether these facts are readily observable or not. I understand this form shall be returned to the Listing Broker within twenty-four (24) hours after signing this listing agreement.

Seller's Initials [Handwritten Signature]

Conditions 8 through 10 are on the second page of this contract and are a binding part of this contract.

(8) AUTHORIZATIONS:

I authorize Broker to advertise my property on the Internet.	XYES	<input type="checkbox"/> NO
I authorize Broker to accept a deposit of earnest money.	XYES	<input type="checkbox"/> NO
I authorize Broker to place a For Sale/Pending sign on my property.	XYES	<input type="checkbox"/> NO
I authorize Listing Broker to disclose to buyers or cooperating brokers the existence of offers on the property.	XYES	<input type="checkbox"/> NO

(9) **OWNER'S ACKNOWLEDGEMENT:** I hereby certify that all information provided herein and on the Unimproved Property Disclosure Statement attached has been written by me and is complete, true and accurate to the best of my knowledge and belief. I, the Owner, agree to defend, indemnify and hold harmless the Broker and their salespersons against and from any losses, damages, claims, suits at law (including court costs and attorney fees) or other costs or expenses relating to or resulting from any actual or alleged inaccuracy or incompleteness of the property information contained herein or any other information provided by me.

By signing below I acknowledge that the mandatory Working With a Real Estate Broker disclosure form has been fully explained to me and I acknowledge receipt of a signed copy. I, as Owner, acknowledge that I have read and understand this Agreement and have received a copy. I further acknowledge that I have good title to the Property and full authority to execute this Agreement. I further agree to permit Broker to reassign me to another agent within the firm for representation should I and Broker agree that reassignment is best.

(10) **EQUAL HOUSING OPPORTUNITY:** This property is offered in compliance with applicable anti-discrimination laws.

(11) **HOLD HARMLESS** Agent hereby agrees to indemnify and hold harmless MAMC Biloxi, LLC (Owner), Michael Goldberg, Receiver for BMC/MAMC, Inc, its agents, representatives, employees from and against any and all claims, losses, damages, costs or expenses of any kind or character arising out of or resulting from any agreement, arrangement or understanding alleged to have been made by Agent or on its behalf with any broker or finder in connection with the transactions referenced in this agreement or any party claiming by, through or under Agent.

ACCEPTED THIS DATE _____ BY: _____

Seller _____

Seller _____ *Separately his Receiver*

Address _____

City/State/Zip _____

Home/Work Phone _____

Cell Phone _____

Email: _____

ACCEPTED THIS DATE 8/1/12 BY: _____

Broker _____ *Coldwell Banker/Atlanta Realty, LLC*

Salesperson _____

Office Address 625 Courthouse Rd.

City/State Gulfport, MS 39507

Salesperson's Phone # 228-596-4471

Salesperson's Email kjones@cbcworldwide.com

Unimproved Property Disclosure Statement

This form is provided as a courtesy to the parties only. It is not required to be used in this transaction and may not fit the needs, goals and purposes of the parties. The Mississippi Association of REALTORS® makes no statement or warranty as to this form, its contents or use, and the parties, by their use of this form, acknowledge said facts and agree that neither the Mississippi Association of REALTORS® nor any member thereof shall be liable to any party or person for its contents or use. If any party to this transaction does not fully understand it, or has any question, the party should seek advice from a competent legal professional before signing.

1 **Property Description/Address** Property located in Biloxi, MS. It consists of approximately 2.52 +/- acres - parcel 1110M-01-002-000.
 2 **Please reference attached Plat for exact location and dimensions.**
 3 _____

4 1. Has any part of the property been classified as wetlands by the U.S. Army Corps of Engineers under Section 404 of the Clean
 5 Water Act? Yes ___ No ___ Unknown
 6 a. Is a determination pending? Yes ___ No ___ Unknown
 7 b. If pending, what was the date the determination was requested? _____
 8 c. By whom was the determination requested? (Seller or Agent & name) _____

9 The U.S. Army Corps of Engineers has commenced active enforcement of Section 404 of the Clean Water Act. Under this
 10 federal law, designed to protect the wetlands of the United States, certain permit requirements must be met for altering or
 11 building or filling property that is determined to be wetlands as defined by the Corps. BUYER or SELLER may be charged by
 12 the Corps for making the determination. A determination that the property is wetlands will result in additional fees and charges
 13 a Section 404 permit.

14 2. Is a survey of the property available? Yes No ___ If yes, indicate the date of the survey. See attached plat.

15 3. Is an environmental audit available? Yes ___ No If yes, indicate the date of the audit. _____

16 4. Are you aware of the existence of any of the following?
 17 Encroachments Yes ___ No ___ Unknown Standing water Yes ___ No ___ Unknown
 18 Easements Yes ___ No ___ Unknown Bluff/Erosion Yes ___ No ___ Unknown
 19 Soil Problems Yes No ___ Unknown Subsoil problems Yes ___ No ___ Unknown
 20 Flood Zone Yes No ___ Unknown ___ Land Fill Yes ___ No ___ Unknown

21 5. Are there any specific problems that make the subject property a non-conforming use such as proper lot size, set backs, zoning etc.
 22 Yes ___ No If yes, please explain: _____

23 6. Has the property ever flooded? Yes No ___ Unknown ___ Is Flood Elevation known? Yes ___ No
 24 *Flood Zones are subject to change at any time by the U.S. Army Corps of Engineers.

25 7. Are there any rights of way easements, etc. that affect your ownership interest in the property? Yes ___ No Not to our
 26 If yes, explain: _____ knowledge.

27 8. Is the subject situated on Leasehold or Sixteenth Section Land? Yes ___ No ___ Unknown
 28 If yes, explain: _____

29 9. Is there any existing or threatening legal action affecting the property? Yes ___ No Unknown ___
 30 If yes, explain: _____

31 *I/We attest that these statements are true and correct to the best of my/our knowledge and acknowledge receipt of copy hereof.*

32 _____
 33 **Owner/Seller Signature** _____ **Date** _____ **Owner/Seller Signature** _____ **Date** _____
 34 Signature lines below are to be used in executing the Contract for Sale and Purchase of Real Property with an offer date of _____
 35 _____
 36 _____
 37 **Buyer Signature** _____ **Date** _____ **Buyer Signature** _____ **Date** _____

NOTE: This form is provided by MAR to its members for their use in real estate transactions and is to be used as is. By using this form, you agree and covenant not to alter, amend, or edit said form or its content, and agree and acknowledge that any such alteration, amendment or edit of said form is done at your own risk. These forms are provided with the understanding that the publisher does not engage in rendering legal, accounting, or other professional service.





WORKING WITH A REAL ESTATE BROKER

****THIS IS NOT A LEGALLY BINDING CONTRACT****

Approved 01/2003 By
MS Real Estate Commission
P. O. Box 12685
Jackson, MS 39232

GENERAL

Before you begin working with any real estate agent, you should know whom the agent represents in the transaction. Mississippi real estate licensees are required to disclose which party they represent in a transaction and to allow a party the right to choose or refuse among the various agency relationships.

There are several types of relationships that are possible and you should understand these at the time a broker or salesperson provides specific assistance to you in a real estate transaction.

The purpose of the Agency Disclosure is to document an acknowledgement that the consumer has been informed of various agency relationships, which are available in a real estate transaction.

For the purpose of this disclosure, the term seller and/or buyer will also include those other acts specified in Section 73-35-3 (1), of the Miss. Code, "...list, sell, purchase, exchange, rent, lease, manage, or auction any real estate, or the improvements thereon including options."

SELLER'S AGENT

A seller can enter into a "listing agreement" with a real estate firm authorizing the firm and its agent(s) to represent the seller in finding a buyer for his property. A licensee who is engaged by and acts as the agent of the Seller only is known as a Seller's Agent. A Seller's agent has the following duties and obligations:

To the Seller:

- * The fiduciary duties of loyalty, confidentiality, obedience, disclosure, full accounting and the duty to use skill, care and diligence.

To the Buyer and Seller:

- * A duty of honesty and fair dealing.
- * A duty to disclose all facts known to the Seller's agent materially affecting the value of the property which are not known to, or readily observable by, the parties in a transaction.

BUYER'S AGENT

A buyer may contract with an agent or firm to represent him/her. A licensee who is engaged by and acts as the agent of the Buyer only is known as the Buyer's Agent.

If a Buyer wants an agent to represent him in purchasing a property, the buyer can enter into a Buyer's Agency Agreement with the agent. A Buyer's Agent has the following duties and obligations:

To the Buyer:

- * The fiduciary duties of loyalty, confidentiality, obedience, disclosure, full accounting and the duty to use skill, care and diligence.

To the Seller and Buyer:

- * A duty of honesty and fair dealing.

DISCLOSED DUAL AGENT

A real estate agent or firm may represent more than one party in the same transaction. A Disclosed Dual Agent is a licensee who, with the informed written consent of the Seller and Buyer, is engaged as an agent for both Seller and Buyer.

As a disclosed dual agent, the licensee shall not represent the interests of one party to the exclusion or detriment of the interests of the other party. A disclosed dual agent has all the fiduciary duties to the Seller and Buyer that a Seller's or Buyer's agent has except the duties of full disclosure and undivided loyalty.

A Disclosed Dual Agent may not disclose:

- To the Buyer that the Seller will accept less than the asking or listed price, unless otherwise instructed in writing by the Seller.
- To the Seller that the Buyer will pay a price greater than the price submitted in a written offer to the Seller, unless otherwise instructed in writing by the Buyer.
- The motivation of any party for selling, buying, or leasing a property, unless otherwise instructed in writing by the respective party, or
- That a Seller or Buyer will agree to financing terms other than those offered, unless otherwise instructed in writing by the respective party.

IMPORTANT NOTICE!

"Customer" shall mean that person not represented in a real estate transaction. It may be the buyer, seller, landlord or tenant.

A Buyer may decide to work with a firm that is acting for the Seller (a Seller's Agent or subagent). If a Buyer does not enter into a Buyer Agency Agreement with the firm that shows him properties, that firm and its agents may show the buyer properties as an agent or subagent working on the seller's behalf. Such a firm represents the Seller (not the Buyer) and must disclose that fact to the Buyer.

When it comes to the price and terms of an offer, the Seller's Agent will ask you to decide how much to offer for any property and upon what terms and conditions. They can explain your options to you, but the final decision is yours, as they cannot give you legal or financial advice. They will attempt to show you property in the price range and category you desire so that you will have information on which to base your decision.

The Seller's Agent will present to the Seller any written offer that you ask them to present. You should keep to yourself any information that you do not want the Seller to know (i.e. the price you are willing to pay, other terms you are willing to accept, and your motivation for buying). The Seller's agent is required to tell all such information to the Seller. You should not furnish the Seller's agent anything you do not want the Seller to know. If you desire, you may obtain the representation of an attorney or another real estate agent, or both.

THIS IS NOT A CONTRACT. THIS IS AN ACKNOWLEDGEMENT OF DISCLOSURE

The below named Licensee has informed me that brokerage services are being provided me as a:

- Client (Seller's or Landlord's Agent)
- Client (Buyer's or Tenants Agent)
- Client (Disclosed Dual Agent)
- Customer (Not as my Agent)

By signing below, I acknowledge that I received this informative document and explanation prior to the exchange of confidential information which might affect the bargaining position in a real estate transaction involving me.

5/25/12
(Date)

<u>[Signature]</u> (Client)	<u>[Signature]</u> (Licensee)	<u>[Signature]</u> (Customer)
<u>[Signature]</u> (Client)	<u>[Signature]</u> (Company)	<u>[Signature]</u> (Customer)

LICENSEE - Provide a copy of disclosure acknowledgement to all parties and retain signed original for your files.

MISSISSIPPI GULF COAST MLS
Lots/Acreage/Farms Input Sheet

Property Type "L" Single Family Lot
 Property Type "U" Unimproved Commercial Lot For Sale
 Property Type "UL" Unimproved Comm. Lot For Lease
 Property Type "D" Multi-Family Lot
 Property Type "H" Acreage (10 Acres or Less)
 Property Type "A" Acreage (10 Acres or More)
 Property Type "F" Farms
 All fields with * are mandatory

FIRM NAME: <u>Colwell Banker Albans</u>		FIRM ID: <u>1041</u>	PROPERTY TYPE: <u>U</u>
AGENT NAME: <u>Kenneth Jones</u>		AGENT USER NAME: <u>1jones14115</u>	
ML Number: <u>08/1/2012</u>	List Price: <u>500,009</u>	Pending Date: _____	
List Date: <u>05/25/2012</u>	Expiration Date: <u>04/30/2013</u>	Closing Date: _____	
Agency A/B: <u>Y/N</u>	Co-op Comm A/B: <u>50/15/19</u> % or \$	Amt to Selling Broker: _____	
Other Info (255 spaces available on line)		Closing Price: _____	Selling Firm: _____
Selling Agent User Name: _____		How Sold: _____	Seller Concessions: _____
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Exclusive Agency <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Internet <input checked="" type="checkbox"/> Y/N Address Public		Appraiser Name: _____	
Street Number: <u>0.5 Acres</u>	Street Name: <u>Beach Blvd.</u>	Nearest Cross Street: _____	
Directions to Property (250 spaces available on line)			
Area: _____	N or S of I-10: <u>S</u>	City: <u>Biloxi</u>	Zip Code: <u>39531</u>
Lot Size: _____	Subdivision: _____		
Legal: _____	Parcel Number: _____		
Acreage: _____	Lots: _____	Road Frontage: _____	Water Frontage: _____
County: <u>Hannish</u>	Zoning: _____	Map Coordinate: _____	Monthly/Quarterly/Annually HO Assoc Fee: _____
Est Anl Taxes: _____	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Subject To Survey Flood Insurance Required		<input checked="" type="checkbox"/> Y/N 3 rd Party/Bank Owned <input checked="" type="checkbox"/> Y/N Potential Short Sale
Short Sale Info (255 spaces available on line)			
School District: _____	Elementary School: _____		
Junior/Middle School: _____	Senior High School: _____		
Owner Name: _____	<input type="checkbox"/> Y/N Owner/Agent		
Property Description (Viewed by All) (300 spaces available)			
Approx 0.5 acres, part of Edgewater Village Shopping center property, has a 5th acre easement from Beach Blvd to access property. Land in front can also be purchased.			

Mississippi Gulf Coast Coded Features - LOTS/ACREAGE/FARMS

TYPE PROPERTY (1)

1. Residential
2. Undeveloped Land
3. Agriculture-Row
4. Agriculture-Livestock
5. Industrial
6. Commercial
7. Resort
8. Mobile Home Park
9. RV Park
10. Tree Farm
11. Aquaculture
25. Other - See Remarks

ACC. TRANSPORTATION (3)

1. City Street
2. County Street
3. State Highway
4. U.S. Highway
5. Interstate 1 Mile or Less
6. Interstate Frontage
7. Paved Road
8. Gravel/Dirt Road
9. Easement Road
10. Privately Maintained Rd
11. Railroad Sliding
12. Railroad Sliding Possible
13. Airport 1 Mile or Less
14. Airport 1-2 Miles
15. Airport 3+ Miles
25. Other - See Remarks

WATERFRONT (2)

1. Gulf
2. Bay
3. River
4. Bayou
5. Canal
6. Lake
7. Pond
8. Creek
9. Bulkhead
10. Boat Dockage (4 FT-)
11. Boat Dockage (4 FT+)
12. Boat Dockage/Marine Beach
13. Water View
14. Near Beach
15. Partial Wetlands
25. Other - See Remarks

RECREATION/AMENITIES (4)

1. On Golf Course
2. Near Golf Course
3. Swimming
4. Boating
5. Tennis
6. Clubhouse
7. Health Club/Spa
8. New Entertainment
25. Other - See Remarks

TREES (2)

1. Pecan
2. Oak
3. Pine
4. Fruit
5. Partially Wooded
6. Heavily Wooded
7. Variety
8. Timber
25. Other - See Remarks

TYPE FARM (2)

1. Tree Farm
2. Soybeans
3. Cattle
4. Horses
5. Row Crops
6. Pecan Grove
7. Dairy
8. Poultry
9. Hogs
10. Orchard
11. Grain
12. Truck Farm
13. Cotton
14. Tung Trees
15. Aquaculture
25. Other - See Remarks

UTILITIES AVAILABLE (5)

1. None
2. Water
3. Sewer
4. Electricity
5. Gas
6. Phone
7. Well
8. Municipal Water
9. Municipal Sewer
10. Septic Tank
11. Private Treatment Plant
12. Storm Sewer
13. Street Lights
14. Cable
15. Underground
25. Other - See Remarks

UTILITIES ON SITE (6)

1. None
2. Water
3. Sewer
4. Electricity
5. Gas
6. Phone
7. Well
8. Municipal Water
9. Municipal Sewer
10. Septic Tank
11. Private Treatment Plant
12. Storm Sewer
13. Street Lights
14. Cable
15. Underground
25. Other - See Remarks

MINERALS (1)

1. No Minerals
2. Mineral Rights Convey
3. Partial Mineral Rights
4. Mineral Leasing Rights
5. Mineral Rights Negotiable
6. Other Minerals
25. Other - See Remarks

FENCES (2)

1. Partially Fenced
2. All Fenced
3. Barbed Fence
4. Field Fencing
5. Chain Link
6. Wood
7. Cross Fencing
8. Corral
9. Electric
25. Other - See Remarks

BUILDINGS ON SITE (4)

1. Residence
2. Barn
3. Stable(a)
4. Outbuilding(s)
5. Workshop
6. Grain Bin(s)
7. Sunkhouse
8. Tenant House
9. Garage
25. Other - See Remarks

LIVESTOCK (2)

1. Horses
2. Cattle
3. Sheep
4. Goats
5. Chickens
6. Hogs
7. Aquaculture
25. Other See Remarks

SHOWING INSTRUCTIONS (2)

1. Call LO For Appt
2. Call LA For Appt
3. List Agent Present
4. Electric Key Box
5. Locked Gate
6. Vacant Property
25. Other - See Remarks

RESTRICTIONS (3)

1. Restrictive Covenants
2. Deed Restrictions
3. Architectural Review Committee
4. Easements
5. Tree Ordinance
6. Homeowner Association
7. Historical
8. Partial Wetlands
25. Other - See Remarks

DOCUMENTS ON FILE (4)

1. Plat
2. Survey
3. Timber Cruise
4. County Health
5. Environmental Impact
6. Wetlands Study
7. Corp Of Engineers
8. Bureau of Marine Resource
9. Hazardous Waste Report
10. Appraisal
11. Restrictive Covenants
12. Deed Restrictions
13. Perio Test
14. Soil Test
15. Aerial Map/Photo
16. Topography/Map
17. A P O D
18. Traffic Count
19. Demographics
20. Marketing Package
25. Other - See Remarks

EQUIPMENT INCLUDED (4)

1. Trailer
2. Bush Hog/Mower
3. Disc
4. Plow
5. Bailer
6. Fertilizer Spreader
7. Automatic Feeder/Water
8. Milking Machine
9. Truck
25. Other - See Remarks

MOBILE HOMES (1)

1. Allowed
2. Not Allowed
25. Other - See Remarks

TOPOGRAPHY (3)

1. Level
2. Rolling
3. Steep
4. Wooded
5. Partially Wooded
6. Partially Cleared
7. Cleared
8. Possible Wetlands
25. Other - See Remarks

SALE OPTIONS (2)

1. Will Divide
2. Will Not Divide
3. Will Build
4. Exchange
5. Will Lease
6. Lease/Purchase Options
7. Under Lease
25. Other - See Remarks

ACCEPTABLE FINANCING (4)

1. Conventional
2. Owner Finance
3. Assumption
4. F M H A
5. F L B
6. Cash
7. FHA
8. VA
9. F N M A Refinance
10. Wrap
11. S B A
12. Owner 2nd Mortgage
13. Exchange
25. Other - See Remarks

X

 Owner's Signature

 Owner's Signature

 Broker's Signature