

A. Settlement Statement

U.S. Department of Housing
and Urban Development

OMB No. 2502-0265

B. Type of Loan							
1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> FmHA	3. <input type="checkbox"/> Conv Unins	6. File Number	7. Loan Number	8. Mortgage Ins Case Number		
4. <input type="checkbox"/> VA	5. <input type="checkbox"/> Conv Ins.	6. <input type="checkbox"/> Seller Finance	24288-30				

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 & Address of Borrower Harvard McCarthy Super P.O. Box 492 Willoughby, New South Wales 2068 Australia	E. Name & Address of Seller Gabriele E. Carson	F. Name & Address of Lender
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G. Property Location Fairview Villas Condo, Building J, Unit 6, Palm Beach County 1870 Fairview Villas Dr. #4 West Palm Beach, FL 33406	H. Settlement Agent Name First International Title - West Palm Beach Branch 1801 Centrepark Drive East, Suite 140 West Palm Beach, FL 33401 Tax ID: 26-4217217 Underwritten By: Fidelity National Title	I. Settlement Date 10/8/2012 Fund: 10/8/2012
	Place of Settlement First International Title - WP 1801 Centrepark Drive East Suite 140 West Palm Beach, FL 33401	

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		\$42,100.00	401. Contract Sales Price		\$42,100.00
102. Personal Property			402. Personal Property		
103. Settlement Charges to borrower		\$312.60	403.		
104.			404.		
105.			405.		
Adjustments for items paid by seller in advance			Adjustments for items paid by seller in advance		
106. County Property Taxes			406. County Property Taxes		
107. Other Taxes			407. Other Taxes		
108. Solid Waste			408. Solid Waste		
109. Association Dues 10/08/12 to 10/31/12		\$198.19	409. Association Dues 10/08/12 to 10/31/12		\$198.19
110. Other taxes			410. Other taxes		
111. Other taxes			411. Other taxes		
112.			412.		
113.			413.		
114.			414.		
115.			415.		
116.			416.		
120. Gross Amount Due From Borrower		\$42,610.79	420. Gross Amount Due to Seller		\$42,298.19
200. Amounts Paid By Or in Behalf Of Borrower			500. Reductions in Amount Due to Seller		
201. Deposit or earnest money		\$1,000.00	501. Excess Deposit		
202. Principal amount of new loan(s)			502. Settlement Charges to Seller (line 1400)		\$22,612.58
203. Existing loan(s) taken subject to			503. Existing Loan(s) Taken Subject to		
204. Loan Amount 2nd Lien			504. Payoff of first mortgage loan		\$19,078.57
205.			505. Payoff of second mortgage loan		
206.			506.		
207.			507.		
208.			508.		
209.			509.		
Adjustments for items unpaid by seller			Adjustments for items unpaid by seller		
210. County Property Taxes 01/01/12 to 10/08/12		\$602.69	510. County Property Taxes 01/01/12 to 10/08/12		\$602.69
211. Other Taxes			511. Other Taxes		
212. Solid Waste 10/01/12 to 10/08/12		\$4.35	512. Solid Waste 10/01/12 to 10/08/12		\$4.35
213. Association Dues			513. Association Dues		
214. Other taxes			514. Other taxes		
215. Other taxes			515. Other taxes		
216.			516.		
217.			517.		
218.			518.		
219.			519.		
220. Total Paid By/For Borrower		\$1,607.04	520. Total Reduction Amount Due Seller		\$42,298.19
300. Cash At Settlement From/To Borrower			600. Cash At Settlement To/From Seller		
301. Gross Amount due from borrower (line 120)		\$42,610.79	601. Gross Amount due to seller (line 420)		\$42,298.19
302. Less amounts paid by/for borrower (line 220)		\$1,607.04	602. Less reductions in amt. due seller (line 520)		\$42,298.19
303. Cash From Borrower		\$41,003.75	603. Cash Seller		\$0.00

Section 5 of the Real Estate Settlement Procedures Act (RESPA) requires the following: • HUD must develop a Special Information Booklet to help persons borrowing money to finance the purchase of residential real estate to better understand the nature and costs of real estate settlement services; • Each lender must provide the booklet to all applicants from whom it receives or for whom it prepares a written application to borrow money to finance the purchase of residential real estate; • Lenders must prepare and distribute with the Booklet a Good Faith Estimate of the settlement costs that the borrower is likely to incur in connection with the settlement. These disclosures are mandatory.

Section 4(a) of RESPA mandates that HUD develop and prescribe this standard form to be used at the time of loan settlement to provide full disclosure of all charges imposed upon the borrower and seller. These are third party disclosures that are designed to provide the borrower with pertinent information during the settlement process in order to be a better shopper. The Public Reporting Burden for this collection of information is estimated to average one hour per response, including the time for reviewing instructions searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. The information requested does not lend itself to confidentiality.

L. Settlement Charges

700. Total Sales/Broker's Commission based on price		\$42,100.00	@6% = \$2,526.00	Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
Division of Commission (line 700) as follows:					
701. \$1,263.00	to	Keystone Realty Group			
702. \$1,263.00	to	Platinum Properties Real Estate Inc.			
703. Commission Paid at Settlement				\$0.00	\$2,526.00
800. Items Payable in Connection with Loan					
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	to				
807. Assumption Fee	to				
808. Flood Cert Fee	to				
900. Items Required by Lender To Be Paid in Advance					
901. Interest from 10/8/2012 to 11/1/2012 @ \$0/day					
902. Mortgage Insurance Premium for months	to				
903. Hazard Insurance Premium for years	to				
1000. Reserves Deposited With Lender					
1001. Hazard insurance	months @		per month		
1002. Homeowner's insurance	months @		per month		
1003. Mortgage insurance	months @		per month		
1004. Other Taxes	months @		per month		
1005. Solid Waste	months @		per month		
1006. Association Dues	months @		per month		
1007. Other taxes	months @		per month		
1008. Other taxes	months @		per month		
1011. Aggregate Adjustment					
1100. Title Charges					
1101. Settlement or closing fee	to	First International Title -Fees		\$285.00	\$285.00
1102. Abstract or title search	to	First International Title -Fees			\$150.00
1103. Title examination	to				
1104. Title insurance binder	to				
1105. Document preparation	to				
1106. Notary fees	to				
1107. Attorney's fees	to	Lynn Solomon, Esq.			\$1,200.00
(includes above items numbers:)			
1108. Title insurance	to	First International Title -Fees			\$242.08
(includes above items numbers:)			
1109. Lender's coverage	\$0.00/\$0.00				
1110. Owner's coverage	\$42,100.00/\$242.08				
1111. Escrow fee	to				
1112. Courier/Messenger Fee	to				
1113. E-Recording Fee	to	E-Recording / Simplifile			
1200. Government Recording and Transfer Charges					
1201. Recording Fees	Deed \$27.60 ; Mortgage ; Rel		to Clerk of Circuit Court	\$27.60	
1202. City/county tax/stamps	Deed ; Mortgage		to		
1203. State tax/stamps	Deed \$294.70 ; Mortgage		to Clerk of Circuit Court		\$294.70
1204. Record no fl estate tax			to Clerk of Circuit Court		\$10.60
1300. Additional Settlement Charges					
1301. Survey	to				
1302. Past Inspection	to				
1303. Release tracking & search	to	Require			
1304. Delinquent dues thru 9/30/2012	to	Fairview Villas			\$562.00
1305. October HOA dues	to	Fairview Villas			\$256.00
1306. Estoppel fee paid to Banyan	to	First International Title - WP			\$315.00
1307. Reimbursement for fee paid upfront	to	Gabriele E. Carson			\$650.00
1308. Additional Charges to pay creditors	to	Lynn Solomon PA Trust Account			\$16,121.20
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)				\$312.60	\$22,612.58

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 completed copy of pages 1, 2 and 3 of this HUD-1 Settlement Statement.

Authorized signatories

Harvard McCarthy Super

Gabriele E. Carson

SETTLEMENT AGENT CERTIFICATION

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

Settlement Agent

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.

Previous Editions are Obsolete

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form HUD-1 (3/86)
Handbook 4305.2

COMPLIANCE AND TAX PRORATION AGREEMENT

RE: Closing Date: October 8, 2012
 Buyer(s): Havard McCarthy Super
 Seller(s): Gabriele E. Carson
 Property Address: 1870 Fairview Villas Dr. #4, West Palm Beach, FL 33406

We, the undersigned Sellers and/or Buyers/Borrowers herein acknowledge the following as conditions of the above referenced transaction:

1. All contingencies set forth in the Contract for Sale have been complied with in full;
2. All utility bills, including but not limited to water, sewer, gas, garbage and electric are the responsibility of the undersigned parties, not the closing agents. All matters regarding utility bills will be handled outside of closing;
3. The undersigned parties will fully cooperate if adjustment for clerical errors on any or all closing documentation is necessary, and will sign such additional documents as are necessary to correct such errors.
4. Calculations of payoff figures, or principal balance and escrow account balances and/or proration, were based on information, wither obtained orally or in writing from your existing lender(s). The closing agent will not be held liable for miscalculations as a result of errors made by the lender(s). If there is/are discrepancies between the figures used in preparing the closing statements, and future information provided by the lender(s) resulting in a demand by the lender(s) for additional funds, owner will, upon request forward said funds forthwith;
5. Consent is hereby given, pursuant to Rule 4-186.008(3) of the Florida Administrative Code, to the placement of the settlement funds for the transaction into an interest bearing account in the name of First International Title, Inc.. The parties understand that interest earned or other benefits earned, if any, on such account will be the property of First International Title, Inc.;
6. The undersigned parties understand and agree that any shortage in payments made to any debt holder as a "courtesy" or "accommodation" payoff, that are not secured by the property (i.e. credit cards, car loans, student loans, etc.) will be the sole responsibility of the borrower of said debt.
7. The proration of taxes reflected on the closing statement has been made on the basis of a tax figure calculated in compliance with instructions contained in the Purchase and Sale Agreement for this transaction or is based upon instructions received from the parties to this transaction if the Purchase and Sale Agreement does not contain instructions for tax proration.
OR
 No prorations have been made for current years taxes per Instructions received for closing and shall not be the liability of First International Title, Inc.,

The undersigned Owners of the above referenced property herein acknowledge they have have not filed for and received homestead exemption for property taxes for the current year.

PLEASE NOTE!! If the final tax bill for the current year has not been issued, the amount utilized for the purpose of this closing should be considered an estimate and subject to change in the current and subsequent years, based on the value and tax rates assessed to the property by the appropriate taxing authorities.

SELLER INITIALS	BUYER INITIALS
	SH/ML

We the undersigned understand that First International Title, Inc. is relying on the statements contained herein to compute the applicable tax proration amounts between Sellers and Buyers and/or the appropriate tax amount for the Lender's escrow account.

The closing agent will not be liable for any discrepancies that may arise in these proration figures when the actual tax bills for the year of closing are available, or for any shortages in escrow accounts. Upon receipt of the current tax statement, the undersigned parties will make proration adjustments between themselves outside of the closing if the total proration difference exceeds \$10.00.

Jeremy Havard
Gabrielle McCarthy

(AUTHORIZED SIGNATORIES FOR HAVARD McCARTHY SUPER: JEREMY HAVARD AND GABRIELLE McCARTHY)

Havard McCarthy Super

Gabriele E. Carson

CLARIFICATION OF TITLE VESTING

RE: Closing Date: October 8, 2012

Buyer(s): Havard McCarthy Super

Property Address: 1870 Fairview Villas Dr. #4, West Palm Beach, FL 33406

File No.: 24288-30

In order to clarify the manner in which I/We will be taking title to the above captioned property, I/We the undersigned herein direct and authorize First International Title, Inc. to prepare closing documents with the name of the buyer reflected as follows:

Havard McCarthy Super,

I/We hereby acknowledge that we fully understand the importance of the proper vesting of title to real property.

Further, I/We herein agree to indemnify and hold harmless First International Title, Inc. from any other loss or damage concerning the way title is vested on the Deed of Conveyance for this transaction other than its' compliance with instructions contained herein.

Jeremy Havard
Gabrielle McCarthy
AUTHORIZED SIGNATORIES FOR HAVARD MCCARTHY SUPER: JEREMY HAVARD AND GABRIELLE MCCARTHY)

Havard McCarthy Super

If you do not fully understand the importance of proper VESTING OF TITLE TO REAL PROPERTY, First International Title, Inc. urges you to seek the advice of a Real Estate Attorney.



POLICY NO.: FL6235-10-24288-30-2012.2730609-87231306

OWNER'S POLICY OF TITLE INSURANCE
Issued by
Fidelity National Title Insurance Company

Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, FIDELITY NATIONAL TITLE INSURANCE COMPANY, a California corporation, (the "Company") insures, as of Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protection
 if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to



Fairview Lease



Contract to Lease

This CONTRACT TO LEASE is between
SHERRIE'S WILLIAMS ("Prospective Tenant")
 and _____ ("Prospective Landlord")
 for the proposed rental of the real property located at 1870 FAIRVIEW VILLAS

1. **BROKER:** Listing Broker Cooperating Broker
 2. **DEPOSIT RECEIPT:** Upon signing the lease ("Broker")
 acknowledges receipt of a deposit in the amount of \$ 850⁰⁰.

3. **DESCRIPTION OF PROPERTY:** 2 BR 1 1/2 BA furnished unfurnished inventory attached
 Parking: spaces 1, vehicles prohibited (if any) _____
 Pets: prohibited permitted, restrictions: _____
 Property Use Restrictions: RESIDENTIAL
 Property is to be used by 3 occupant(s) for (purpose): RESIDENTIAL

4. **TERMS:** Proposed Lease Term to commence on the 1st day of JANUARY, 2013 and end on the 31st day of DECEMBER, 2013.

Total rent \$ 850 per month.
 Security deposit \$ 850⁰⁰ Pet fee(s) refundable \$ _____
 non-refundable \$ _____
 First month's rent \$ 850⁰⁰
 Last month's rent \$ N/A
 Advance rent \$ _____ Other _____ \$ _____
 HOA Application fee \$ 150 Other _____ \$ _____

Security deposit, advance rent, and refundable fees will be held by Broker Prospective Landlord Other _____ in a separate interest bearing non-interest bearing account in a Florida financial institution.

5. **EXPENSES:** To be paid by:

UTILITIES:	Landlord	Tenant	N/A	MAINTENANCE:	Landlord	Tenant	N/A
Electric	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	A/C and Heating	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Gas/Fuel	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Building Interior & Ceiling	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Sewer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Building Exterior & Roof	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Water	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Lawn/Shrubbery	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Trash Collection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Pool and Equipment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Telephone	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Pest Control	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
				Plumbing/Hot water	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
				Windows/doors/screens	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
				Electrical System	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
				Garbage Removal	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
				Structure/Foundation	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
				Smoke Detection	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
				Locks and Keys	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Prospective Landlord (____) (____) and Prospective Tenant (SW) (____) acknowledge receipt of a copy of this page, which is Page 1 of 3 Pages.

Property 1 (USA)



CFN 20120435558
OR BK 25563 PG 0180
RECORDED 10/30/2012 16:21:03
Palm Beach County, Florida
AMT 42,100.00
Doc Stamp 294.70
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 0180 - 182; (3pgs)

WFC-198

Prepared by and return to:
Donna Alvarado
First International Title - West Palm Beach Branch
1801 Centrepark Drive East, Suite 140
West Palm Beach, FL 33401

File Number: 24288-30

(Space Above This Line For Recording Data)

Warranty Deed

This Warranty Deed made this 8th day of October, 2012, between **Gabriele E. Carson**, a single woman

whose post office address is 2200 Peal Road, Springtown, TX 76082, grantor,

and **THE IN-POINT PTY LTD AS TRUSTEE FOR HAVARD MCCARTHY SUPER** (Jeremy Havard and Gabrielle McCarthy are also trustees of Havard McCarthy Super Self Managed Superannuation Fund, a trust under the laws of Australia)

whose post office address is P.O. Box 492 Willoughby, New South Wales 2068 Australia, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in the **Palm Beach County, Florida**, to-wit:

Condominium Unit 6, Building J, FAIRVIEW VILLAS CONDOMINIUMS, together with an undivided interest in the common elements, according to the Declaration of Condominium thereof, recorded in Official Records Book 2672, Page 1, as amended from time to time, of the Public Records of Palm Beach County, Florida.

Parcel Identification Number: 70-43-44-07-18-010-0060