


Your claim can be filed electronically on KCC's website at <https://epoc.kccllc.net/WalterEnergy>. Your unique login information is:

B 10 Modified (Official Form 10) (04/13)

ID: 22950038

PIN: BWFV41Yj

UNITED STATES BANKRUPTCY COURT FOR THE NORTHERN DISTRICT OF ALABAMA		PROOF OF CLAIM																								
Indicate Debtor against which you assert a claim by checking the appropriate box below. (Check only one Debtor per claim form.)																										
<table style="width:100%; border: none;"> <tr> <td style="width:33%; border: none;"><input type="checkbox"/> Atlantic Development &amp; Capital, LLC (Case No. 15-02747)</td> <td style="width:33%; border: none;"><input type="checkbox"/> Maple Coal Co., LLC (Case No. 15-02764)</td> <td style="width:33%; border: none;"><input type="checkbox"/> Walter Energy Holdings, LLC (Case No. 15-02758)</td> </tr> <tr> <td style="border: none;"><input type="checkbox"/> Atlantic Leaseco, LLC (Case No. 15-02773)</td> <td style="border: none;"><input type="checkbox"/> Sloss-Sheffield Steel &amp; Iron Company (Case No. 15-02766)</td> <td style="border: none;"><input type="checkbox"/> Walter Energy, Inc. (Case No. 15-02741)</td> </tr> <tr> <td style="border: none;"><input type="checkbox"/> Blue Creek Coal Sales, Inc. (Case No. 15-02750)</td> <td style="border: none;"><input type="checkbox"/> SP Machine, Inc. (Case No. 15-02746)</td> <td style="border: none;"><input type="checkbox"/> Walter Exploration &amp; Production LLC (Case No. 15-02757)</td> </tr> <tr> <td style="border: none;"><input type="checkbox"/> Blue Creek Energy, Inc. (Case No. 15-02752)</td> <td style="border: none;"><input type="checkbox"/> Taft Coal Sales &amp; Associates, Inc. (Case No. 15-02751)</td> <td style="border: none;"><input type="checkbox"/> Walter Home Improvement, Inc. (Case No. 15-02760)</td> </tr> <tr> <td style="border: none;"><input type="checkbox"/> J.W. Walter, Inc. (Case No. 15-02755)</td> <td style="border: none;"><input type="checkbox"/> Tuscaloosa Resources, Inc. (Case No. 15-02753)</td> <td style="border: none;"><input type="checkbox"/> Walter Land Company (Case No. 15-02761)</td> </tr> <tr> <td style="border: none;"><input type="checkbox"/> Jefferson Warrior Railroad Company Inc. (Case No. 15-02759)</td> <td style="border: none;"><input type="checkbox"/> V Manufacturing Company (Case No. 15-02754)</td> <td style="border: none;"><input type="checkbox"/> Walter Minerals, Inc. (Case No. 15-02763)</td> </tr> <tr> <td style="border: none;"><input checked="" type="checkbox"/> Jim Walter Homes, LLC (Case No. 15-02762)</td> <td style="border: none;"><input type="checkbox"/> Walter Black Warrior Basin, LLC (Case No. 15-02756)</td> <td style="border: none;"><input type="checkbox"/> Walter Natural Gas, LLC (Case No. 15-02765)</td> </tr> <tr> <td style="border: none;"><input type="checkbox"/> Jim Walter Resources, Inc. (Case No. 15-02743)</td> <td style="border: none;"><input type="checkbox"/> Walter Coke, Inc. (Case No. 15-02744)</td> <td></td> </tr> </table>			<input type="checkbox"/> Atlantic Development & Capital, LLC (Case No. 15-02747)	<input type="checkbox"/> Maple Coal Co., LLC (Case No. 15-02764)	<input type="checkbox"/> Walter Energy Holdings, LLC (Case No. 15-02758)	<input type="checkbox"/> Atlantic Leaseco, LLC (Case No. 15-02773)	<input type="checkbox"/> Sloss-Sheffield Steel & Iron Company (Case No. 15-02766)	<input type="checkbox"/> Walter Energy, Inc. (Case No. 15-02741)	<input type="checkbox"/> Blue Creek Coal Sales, Inc. (Case No. 15-02750)	<input type="checkbox"/> SP Machine, Inc. (Case No. 15-02746)	<input type="checkbox"/> Walter Exploration & Production LLC (Case No. 15-02757)	<input type="checkbox"/> Blue Creek Energy, Inc. (Case No. 15-02752)	<input type="checkbox"/> Taft Coal Sales & Associates, Inc. (Case No. 15-02751)	<input type="checkbox"/> Walter Home Improvement, Inc. (Case No. 15-02760)	<input type="checkbox"/> J.W. Walter, Inc. (Case No. 15-02755)	<input type="checkbox"/> Tuscaloosa Resources, Inc. (Case No. 15-02753)	<input type="checkbox"/> Walter Land Company (Case No. 15-02761)	<input type="checkbox"/> Jefferson Warrior Railroad Company Inc. (Case No. 15-02759)	<input type="checkbox"/> V Manufacturing Company (Case No. 15-02754)	<input type="checkbox"/> Walter Minerals, Inc. (Case No. 15-02763)	<input checked="" type="checkbox"/> Jim Walter Homes, LLC (Case No. 15-02762)	<input type="checkbox"/> Walter Black Warrior Basin, LLC (Case No. 15-02756)	<input type="checkbox"/> Walter Natural Gas, LLC (Case No. 15-02765)	<input type="checkbox"/> Jim Walter Resources, Inc. (Case No. 15-02743)	<input type="checkbox"/> Walter Coke, Inc. (Case No. 15-02744)	
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NOTE: This form should not be used to make a claim for an administrative expense (other than a claim asserted under 11 U.S.C. § 503(b)(9)) arising after the commencement of the case. A "request" for payment of an administrative expense (other than a claim asserted under 11 U.S.C. § 503(b)(9)) may be filed pursuant to 11 U.S.C. § 503.																										
Name of Creditor (the person or other entity to whom the debtor owes money or property): <b>Alana Smith</b>		<input type="checkbox"/> Check this box if this claim amends a previously filed claim.  <b>Court Claim Number:</b> _____ (If known)  Filed on: _____																								
Name and address where notices should be sent: <b>Electronic Claim filing ID: 22950038 PIN: BWFV41Yj NameID: 12101684</b> <b>Alana Smith</b> <b>Dale Smith</b> <b>2307 H. Smith Rd.</b> <b>Batchelor, LA 70715</b>																										
Telephone number: _____ email: _____		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to this claim. Attach copy of statement giving particulars.  <b>5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount.</b>  <input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Wages, salaries, or commissions (up to \$12,475*) earned within 180 days before the case was filed or the debtor's business ceased, whichever is earlier - 11 U.S.C. §507 (a)(4). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. §507 (a)(5). <input type="checkbox"/> Up to \$2,775* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. §507 (a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. §507 (a)(8). <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. §507 (a)(____).  <b>Amount entitled to priority:</b> \$ _____  * Amounts are subject to adjustment on 4/01/16 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment																								
Name and address where payment should be sent (if different from above): <b>SAME AS ABOVE</b>																										
Telephone number: _____ email: _____																										
1. Amount of Claim as of Date Case Filed: \$ _____ If all or part of the claim is secured, complete item 4. If all or part of the claim is entitled to priority, complete item 5. <input type="checkbox"/> Check this box if the claim includes interest or other charges in addition to the principal amount of the claim. Attach a statement that itemizes interest or charges.																										
2. Basis for Claim: _____ (See instruction #2)																										
3. Last four digits of any number by which creditor identifies debtor: <b>2182</b>	3a. Debtor may have scheduled account as: <b>Alana Smith</b> (See instruction #3a)	3b. Uniform Claim Identifier (optional): _____ (See instruction #3b)																								
4. Secured Claim (See instruction #4) Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information. Nature of property or right of setoff: <input checked="" type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: Value of Property: \$ _____ Annual Interest Rate _____ % <input type="checkbox"/> Fixed <input type="checkbox"/> Variable (when case was filed) Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any: \$ _____ Basis for perfection: _____ Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____																										
6. Claim Pursuant to 11 U.S.C. § 503(b)(9): Indicate the amount of your claim arising from the value of any goods received by the Debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim. \$ _____ (See instruction #6)																										
7. Credits. The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #7)																										
8. Documents: Attached are redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, security agreements, or, in the case of a claim based on an open-end or revolving consumer credit agreement, a statement providing the information required by FRBP 3001(c)(3)(A). If the claim is secured, box 4 has been completed, and redacted copies of documents providing evidence of perfection of a security interest are attached. If the claim is secured by the debtor's principal residence, the Mortgage Proof of Claim Attachment is being filed with this claim. (See instruction #8, and the definition of "redacted") DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain:																										
9. Signature: (See instruction #9) Check the appropriate box. <input checked="" type="checkbox"/> I am the creditor. <input type="checkbox"/> I am the creditor's authorized agent. <input type="checkbox"/> I am the trustee, or the debtor, or their authorized agent. (See Bankruptcy Rule 3004.) <input type="checkbox"/> I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005.)  I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief. Print Name: <b>Alana Smith</b> Title: _____ Company: _____ Address and telephone number (if different from notice address above): <b>225-588-2554</b> Telephone number: _____ Email: <b>alanasmith2010@gmail.com</b>																										
		<b>COURT USE ONLY</b>  <b>OCT 15 2015</b> <b>KURTZMAN CARSON CONSULTANTS</b>																								

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

# FaxTools



Phone:

Fax:

## *Message :*

**From:**

**To: Jim Walter Homes**

**To whom it may concern**

**Date:** 2/6/2006

**Page(s):** 8

ALAN SMITH

DALE SMITH

ALAN SMITH

SUMNER DALE

CELL 225 718 1689

BEING BUILT OUT OF  
BATON ROUGE LOCATION

ADDRESS

DALE SMITH

2307 SMITH Rd.

BATON ROUGE, LA. 70715

July 13<sup>th</sup> 2005 CONSTRUCTION mgr. MARK

WORK COMMENCED ON HOUSE WITH A VERBAL COMMITMENT TO BE DONE IN OCT.

WORK PROGRESSED TO A POINT IN EARLY SEPT. WHERE THE SIDING WAS ON THE HOUSE, WINDOWS IN, TARPAPER ON THE ROOF. AT THIS TIME WE BEGAN TO BE CONCERNED ABOUT WATER GETTING IN ON THE FLOOR, TARPAPER HAD BEEN ON SO LONG IT HAD BEGUN TO BLOW OFF ESPECIALLY ON THE RIDGE, WE PUT BUCKETS UNDER SOME DRIPS. WE TRIED TO CONTACT SIM WALTER HOMES, ESPECIALLY AFTER THE HURRICANE KATRINA CAME INTO THE GULF TO GET THE ROOF ON. ALL TO NO AVAIL. WE COULD NOT EVEN GET A RESPONSE. PRIOR TO KATRINA STRIKING WE NAKED THE TARPAPER BACK DOWN OURSELVES. HOWEVER KATRINA RIPPED THE TARPAPER OFF AND COMPLETELY FLOODED THE INSIDE OF THE HOUSE, THEN RITA CAME ALONG AND FINISHED THE JOB. NO WORK OF ANY CONSEQUENCE WAS DONE BETWEEN HURRICANES, CERTAINLY NOT THE ROOF.

9/24/06

IMMEDIATELY AFTER HURRICANE RITA PASSED A GUY NAMED PREJENN CAME TO ASSESS THE DAMAGE. WE FEEL LIKE A CLAIM WAS MADE AT THIS TIME.

OUR ONLY CONCERNS AS FAR AS THE STORMS, ARE THAT THERE WAS STANDING WATER ON THE FLOOR FOR A VERY LONG TIME. AT THIS TIME KURT HAD TAKEN CHARGE OF THE CONSTRUCTION. HE CAME TO THE SITE AND ASSESSED THE DAMAGE. HE SAID HE WOULD SAND THE SEAMS WHICH HE DID, AND WOULD COME BACK OVER WITH  $\frac{3}{8}$  PLYWOOD IF THAT WAS AGREEABLE. WE DID AGREE. AS OF THIS WRITING 1/30/06 NOTHING HAS BEEN DONE. KURT IS NO LONGER WITH US. NOW THEY SAY THEY WILL GUARANTEE THE SUBFLOOR. OUR CONTENTION IS THAT IF THEY WOULDN'T ACKNOWLEDGE THE PROBLEM NOW WHEN IT WOULD BE SO EASY TO DEAL WITH, THEY CERTAINLY WON'T AT SOME POINT IN THE FUTURE.

MID-MOR. BEFORE KURT LEFT, HE & OWEN CAME AND WE HAD A WALK-THRU TO ADDRESS SOME CONCERNS WE HAD ABOUT SHODDY WORK AND SOME SUB-PAR MATERIAL. THEY COMPILED

A punch LIST, AND WE GAVE THEM A LIST WE HAD. I MUST SAY THEIR LIST WAS QUITE A BIT LARGER THAN OURS, WE WERE TOLD THESE ISSUES WOULD BE RESOLVED, THERE WOULD BE AN INSPECTION BEFORE WORK WOULD BE RESUMED IN THE HOUSE. SOME THINGS WERE DONE, BUT A LOT YET TO BE DONE AND THEY'VE PUT SHEET ROCK ON SITE & STARTED INSULATING. WE'VE YET TO HAVE THE INSPECTION. AS OF 1/30/06.

THE ONLY TIME WE HAVE CONTACT WITH Jim WALTERS, IS WHEN WE INITIATE IT. AT SOME POINT THIS NEGLECT HAS TO BE CONSIDERED A BREACH OF CONTRACT. WE ARE TO THE POINT OF CONTACTING BETTER BUSINESS BUREAU AND ANYONE ELSE THAT MAY HELP US.

ROOFING WAS ON SITE PRIOR TO HURRICANES AND COULD HAVE EASILY BEEN COMPLETED.

ANOTHER EMPTY PROMISE WAS APPLIACES WERE TO BE PROVIDED. EVERY CONSTRUCTION MGR. RENEWED THIS, BUT WOULD NOT PUT IT ON PAPER WHICH WAS ITSELF AN EMPTY PROMISE.

OUR CONCERN FROM THE BEGINNING WAS AND STILL IS TO GET A WELL CONSTRUCTED HOUSE WITH GOOD BUILDING MATERIALS. THE PUNCH LIST SHOULD COVER MOST OF THESE CONCERNS.

IN ADDITION THESE ARE SOME OF THE BROKEN PROMISE WE'VE HAD TO DEAL WITH. THINGS THAT WERE SUPPOSED TO BE PUT IN WRITING AND NEVER WAS.

AS FAR AS THE INSULATION BEING PUT IN PRIOR TO INSPECTION, THIS WAS NOT A MATTER OF MIS COMMUNICATION, THEY WERE SPECIFICALLY TOLD NOT TO, BUT WAS AUTHORIZED BY CARY PRETEAU.

Ashley Dale Smith  
Alana M. Smith

SMITH FRAMING PUNCH LIST  
10/2/05 PER OWEN & KRAT

• PORCH RAILINGS MAT.

• SIDING & TRIM TO FINISH

• FASCIA TO FINISH

• ROOF FINISH COMPLETE W/ EXCEPT FRONT GABLE END

• PORCH RAILS NOT COMPLETE & TRIM PORCH COLUMNS

• SOFFIT VENT COVERS @ FRONT, RIGHT, & REAR

• TRIM OUT @ FRONT PORCH BEAM

FASCIA

• ROOFING STRIP @ REAR

• COMPLETE FASCIA & SOFFIT @ REAR PORCH

• INSTALL DEADWOOD FOR KITCHEN CABINETS

• INSTALL 2x4 JST. HGR. @ LIV. RM. BEAM

• NAIL SUBFLOOR TO CORE & REMOVE OR REPAIR BUCKLING  
SUBFLOOR

• PROVIDE DOUBLE CABLE @ HEADER OVER KITCHEN

• RELOCATE MAS. BATH WINDOW TO ALLOW FOR TUB ENCLOSURE

• PROVIDE JACK STUDS OVER ALL HEADERS

REPLACE

• RELOCATE HVAC DUCT WORK @ SUPPLY PLenum

• PROVIDE SHIM BLOCKING @ EXT. DOOR CASINGS

• PROVIDE DEADWOOD FOR PROPER INSTALLATION OF SHOWER  
ENCLOSURE @ BATH

• STRAP GAS PIPES IN WALL

• INSTALL GELING JOIST @ BAY WIN.

• STRAP DWV. PIPING IN WALLS

• COMPLETE STRONG FLOOR INSTALLATION



- \* P. INSTALL A SCAB @ ALL CRACKED STRUCTURAL MATERIAL
- \* PROVIDE FURRING @ LEFT SIDE OF MAS. BATH TUB ENCLOSURE
- \* CHECK JST. A GIRDER LAYOUT TO C. JST. AS INSTALLED
- \* PROVIDE STIFFENER TO HALF WALL @ KITCHEN
- \* STRAP OR SECURE DOWN DRY PIPING @ KITCHEN
- \* INSTALL HVAC PLATFORM PER SPEC & INSTALL CATWALK FROM ATTIC ACCESS OPENING TO HVAC CONTROL PANEL MIN. 24" WIDE
- \* SEAL P/A PLenum
- \* CHECK INSTALLATION OF EXT. DOORS FOR PROPER CLOSURE
- \* NO TEMPERED GLASS @ WIN. TO LEFT OF REAR DOOR
- \* NEED ONE SET OF WIN. SHUTTERS
- \* 2 SHEETS 7/16" OSB FOR CATWALK

(ADD ONE TO LIST) (SOME THINGS ARE REDUNDANT)

REFURB ON POLE

FLOODING

A/C DIRT KITCHEN (TOO TIGHT OVER STRONG BACK)

A/C 12/8 BOXES (NOT PROPERLY SUPPORTED)

A/C DRAINS (OPEN UNDER HORSE)

HEADER OVER BAY WINDOW

CAULK TERMITE SHIELDS

JOIST HANGER @ LIVING ROOM BEAM

COMPLETE STRONG BACK INSTALLATION

HVAC PLATFORM & CATWALK

FRT. DOOR (WRONG DOOR)

SCREENS

MILDEW

# PRE-CONSTRUCTION MEETING GUIDE

MUST MARK  
 1101-J  1110-N

CUSTOMER NAME: LAST: <u>SMITH</u>		FIRST: <u>AL</u>
LOT ADDRESS: <u>HENRY HEWITT Rd</u>		
CITY: <u>BATCHELOR</u>	COUNTY: <u>POINT COUPEE</u>	STATE: <u>LA</u>
HOME TELEPHONE NO.: <u>225-718-5353</u>	CELL PHONE NO.:	
WORK PHONE NO.: <u>225-638-6331</u>	CAN WE CALL CUSTOMER AT WORK? <input type="checkbox"/> YES <input type="checkbox"/> NO	
MODEL SOLD: <u>SUMMERDALE</u>	DATE OF SALE: <u>3-30-05</u>	
SALES ORDER #:	IS PROPERTY: <input type="checkbox"/> LOT <input type="checkbox"/> ACREAGE	

- Y  N 1. Is house staked (located in accordance with setbacks)?
- Y  N 2. Existing well on property? Yes:  No:  Clearly Marked? Yes:  No:
- Y  N 3. Existing septic on property? Yes:  No:  Clearly Marked? Yes:  No:
- Y  N 4. Plans marked for water and sewer stub out?
- Y  N 5. If purchased are plans marked for cable, telephones?
- Y  N 6. Plans marked for A/C Condensing or Heat Pump?
- Y  N 7. Is G.F.I. protected electricity available? Source: (tree pole)
- Y  N 8. Is water available for foundation construction?
- Y  N 9. Have you explained that Power Company will determine electric meter location?
- Y  N 10. Are electrical lines to be located? (Under Ground  Over Head: )
- Y  N 11. If plan changes were made, is plan plainly marked? Check here if no plan changes ()
- Y  N 12. Have you discussed the direction for side and rear steps and marked plans if applicable?
- Y  N 13. Have you discussed orientation of house?
- Y  N 14. Have you explained post construction clean up?
- Y  N 15. Has communication procedure been discussed? Construction Manager's Office Phone #: (225) 272-3340
- 16. Verification of style: Siding Style: HORDBOARD Cabinet Style: BASE TOFFEE
- 17. Verification of Colors:  
 Siding: Dark Oak Trim: White Shutters: White  
 Roof: Black Rock: N/A Brick: N/A  
 Carpet Color: N/A Vinyl Floor Color: N/A Counter Top Color: ALMOND LEATHER

19. Does customer understand packages and options purchased? (Go over Exhibit "A") Customer Initials (AMS)

20. Does customer understand no other changes can be made? Customer Initials (AMS)

21. Does customer understand not to begin work, except for pre-wiring for telephone, cable or T.V., until house is tendered and released? Customer Initials (AMS)

22. Does customer understand that no other statement, representation, promise, including a completion date for the construction, either oral or written not set forth in the contract or any other related instruments will be binding upon the seller? Customer Initials (AMS)

Comments: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

[Signature]  
 HBG REPRESENTATIVE'S SIGNATURE

[Signature]  
 CUSTOMER'S SIGNATURE

ENGLISH  
 HBG REPRESENTATIVE'S PRINTED LAST NAME

Smith  
 CUSTOMER'S PRINTED LAST NAME

3-30-05

# PROMISSORY NOTE - LOUISIANA

2008040100  
SMITH ALANA

\$ 252,298.80

MARCH

30

2005

For value received, I, we, or either of us, promise to pay to the order of JIM WALTER HOMES, INC., at the office of said payee, P.O. Box 31601, Tampa, Florida 33631-3601, or at such other place as the holder hereof may designate in writing, the sum of Two Hundred Fifty-two Thousand Two Hundred Ninety-eight and 80 / 100

Dollars (\$ 252,298.80 ) in 360 equal monthly installments of Seven Hundred and 83 / 100 Dollars (\$ 700.83 ) each, the first installment to become

due and payable on the "Payment Commencement Date" as set forth in the Completion Notice to be mailed or delivered by Jim Walter Homes, Inc., to the undersigned upon completion or substantial completion by Jim Walter Homes, Inc. of its contract obligations set forth in a Building Contract of even date herewith between Jim Walter Homes, Inc. and the undersigned, and one installment to become due on the same day of each succeeding month until payment in full. If not sooner paid, the entire outstanding indebtedness shall be due and payable 360 months from the Payment Commencement Date.

**PAID IN FULL**

The maker further agrees that the holder of this Note may (but shall not be obligated to do so) advance moneys that should have been paid by the undersigned in order to protect, preserve, repair or recover the subject property or protect or preserve the lien or security described in the said Building Contract and/or in an Act of Mortgage of even date herewith which secures the indebtedness of this Promissory Note; and the undersigned agrees without demand to forthwith repay such moneys, which amount shall bear interest from the date so advanced until paid, at the rate of 12% per annum (but in no event shall the rate exceed the maximum rate permitted under Louisiana law) and shall be considered as so much additional indebtedness secured under said Act of Mortgage; but no payment by the undersigned of any such moneys shall be deemed a waiver of the holder's right to declare immediately due the amount payable under this Promissory Note by reason of the default or violation of the undersigned on any of his covenants in the Building Contract, the Act of Mortgage or this Promissory Note.

In the event the Building Contract and/or this Note executed in conjunction with this transaction is placed in the hands of an attorney, not a salaried employee of holder, for collection, by suit or otherwise, or to enforce their collection by foreclosure or to protect the security for their payment, the undersigned will pay all costs of collection and litigation, together with reasonable attorney's fees not exceeding 25% of the unpaid debt after default and the same shall be a lien on the premises the subject of this transaction and enforced by a sale of the property as the Building Contract and Act of Mortgage provide.

**PAID IN FULL**

I, we and each of us, whether principal, surety, guarantor, endorser or other party hereto, agree to be jointly and severally bound. I, or we, each further waive demand, protest and notice of demand, protest, and non-payment and all pleas of division and discussion and agree that the payment hereby may be extended from time to time, one or more times, without notice to the maker hereof or any endorser.

For each installment not paid in full within fifteen (15) days of its scheduled due date, the undersigned shall pay to the holder of this Promissory Note a late charge of \$15.00 or 5% of the unpaid amount of the installment, in default, whichever is less.

For any check tendered to the holder hereof by the undersigned in payment for the debt or any portion thereof evidenced by this Promissory Note which is not paid upon presentation or is dishonored by the bank or depository institution upon which it is drawn, the undersigned agrees to pay the holder hereof a bad check charge of the greater of 5% of the amount of said check or \$25.00.

This Promissory Note may be prepaid in whole or in part and the undersigned shall be entitled to receive a credit for the unearned Finance Charge. Unless prohibited by applicable state law, such credit shall be computed pursuant to the Actuarial Method (Simple Interest Method).

This note is given pursuant to a Building Contract and is secured by an Act of Mortgage, both of even date herewith, given by the maker(s) hereto on property in POINTE COUPEE Parish, Louisiana.

**NOTICE**

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS THEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

Given under the hand and seal of each party.

Suzanne Glascock  
Witness

Alana M Smith SEAL  
Alana M Smith SEAL

*JMB 442 NC 013*  
RECEIVED & FILED  
2010 MAR -1 PM 2:21

### REQUEST FOR CANCELLATION

2008020400 116  
LANDRY  
CLERK OF COURT & RECORDER  
PARISH OF POINTE COUPEE

In accordance with the provisions of La. C.C. Article 3366, The Recorder of Mortgages for Pointe Coupee Parish, is hereby requested and directed to cancel the recordation of the following described privilege:

(x) **MORTGAGE** granted by Alana M. Smith and Ashley D. Smith

In favor of Jim Walter Homes, Inc.

In the sum of \$252,298.80

Dated March 30, 2005

Registry Number \_\_\_\_\_

MOB 371

FOLIO 177

#### THIS REQUEST TO CANCEL IS BASED ON THE FOLLOWING:

(Please initial the appropriate box)

- ( ) R.S. 44:106 No Paraphed Obligation - Authentic Act signed by Obligee of Record that acknowledges satisfaction
- (ctw) R.S. 44:107 Paraphed Obligation - Note Attached marked "Paid" or "Cancelled"
- ( ) R.S. 44:107 Paraphed Obligation - An act of release executed before a notary who certifies in the act that the obligation was presented to him by the holder and owner and that he paraphed it for identification with the act of release
- ( ) R.S. 44:108 Public Officer - (Sheriff, Marshal or other officer as a consequence of a judicial sale or other decree of action)
- ( ) R.S. 44:111 Bankruptcy Order of Discharge - Affidavit
- ( ) CC 3367 Prescribed Mortgage or Privilege - Application
- ( ) CC 3368 Prescribed Judicial Mortgage - Certificate of Clerk of the Court rendering Judgment - that no suit or motion has been filed for revival or certified copy of final judgment rejecting the demand to revive judgment
- ( ) R.S. 9:5167E Affidavit of Lost Note - After Receipt of Notary who satisfied note out of proceeds
- ( ) R.S. 9:5167.1 Affidavit to Cancel by Title Insurance Officer
- ( ) R.S. 44:109B OTHER: Request for Cancellation by Licensed Financial Institution

The undersigned acknowledges that he is liable to and shall indemnify the Recorder of Mortgages of Pointe Coupee Parish and any of its employees or agents relying on this Request for Cancellation for any damages they may suffer as a consequence of such reliance in accordance with provisions of R.S. 44:110.

This 5 day of February, 2010.

WALTER MORTGAGE COMPANY

*C.T. Witherington*  
By: C.T. Witherington  
Its: Vice President  
P.O. Box 31601,  
Baton Rouge, LA 70801



# Jim Walter H O M E S

Post Office Box 31601 – Tampa, Florida 33631-3601  
4211 Boy Scout Blvd – Tampa, Florida 33607

May 18, 2006

Alana Smith  
Dale Smith  
2307 H. Smith Rd.  
Batchelor, LA 70715

Dear Valued Customer:

We have now either finished or substantially finished our work on your home. In some cases, this may mean we have completed as much of our contract as possible until you complete some of the interior finishing work you elected to do yourself. We certainly hope that your homebuilding experience has been an enjoyable one.

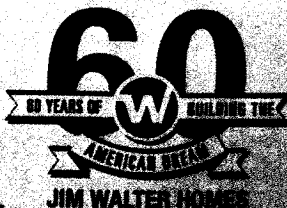
Reaching this stage of our relationship with you is important for several reasons. For one, the warranty on your home – either the Limited Warranty we provided you at the time of sale or, in selected states, a warranty provided by state statutes – becomes effective. You should familiarize yourself with the standards and claims procedures for whichever warranty applies to you. Please Note – You must submit your Limited Warranty claims to us in writing. Otherwise, we will not be able to process your claims or address your concerns. Please send these claims to:

Jim Walter Homes, Inc.  
Attention: Customer Service/Warranty Department  
P. O. Box 31601  
Tampa, FL 33631-3631  
-or-  
Fax: 813-871-4839

We certainly appreciate the opportunity you provided us to help you build a home. We believe that with relatively minor periodic maintenance that all homeowners must perform, you will be able to enjoy many years of home ownership.

Sincerely,

Dottie Leeds  
Vice President, Customer Service



# Pre-Completion Inspection Report

Date 3/22/2006

JWH   
NHI

<b>Homebuyer Name (Last, First)</b> <u>SMITH ALANA</u>	<b>Branch</b> <u>WATSON RIVER</u>	<b>Job #</b> <u>231027</u>
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As we near completion of your home, we ask that you and a builder's representative perform a thorough investigation of the home. Check the Yes "Y" box if items are completed or the No "N" box for items not yet complete or in need of work. The Completed "C" box will be marked once an item previously marked "N" is completed. **Use "NA" if the item is not applicable.**

Foundation	Y	N	C	NA
Access door installed (if applicable)	/			
Mortar cleaned, excess concrete removed	/			
Foundation vents installed ( if applicable)	/			

Interior Doors	Y	N	C	NA
Appearance good			/	
Swings freely			/	
Latches/Locks			/	

Exterior Finish	Y	N	C	NA
Paint coverage good, no overspray	/			
Shutters/screens installed	/			
Trash in 2-3 piles or in dumpster (if purchased)	/			
Siding, caulk adequate and appearance good	/			
Brick, cleaned and appearance good	/			

Electric	Y	N	C	NA
All receptacles installed, covers on	/			
All fixtures installed/appearance good	/			
HVAC installed (if purchased)	/			
Panel box labeled	/			
Smoke detectors installed	/			
Hot water heater circuit off - explain	/			

Roof	Y	N	C	NA
Appearance good	/			
Ridge vents installed	/			

Cabinets & Countertops - Kitchen/Bath	Y	N	C	NA
Appearance good	/			
Installed and caulked	/			
Drawers/Doors level, open and close properly	/			
Back splashes installed	/			

Porches	Y	N	C	NA
Rails tight	/			
Steps level, secure	/			

Plumbing	Y	N	C	NA
All fixtures installed towel bar etc./appearance good			/	
Tub/shower, appearance good			/	
Medicine cabinets installed			/	
Mirrors/Sinks installed			/	
Commodos installed			/	

Exterior Doors	Y	N	C	NA
Appearance good				
Swing freely				
Weather stripping installed			/	
Latches/Locks			/	
Sliding glass door functions properly			/	
SGD screen installed - slides freely			/	
Fits uniformly, no gaps			/	
Attic access installed/trimmed			/	

Closets	Y	N	C	NA
Shelving installed/secure in wall			/	

Windows	Y	N	C	NA
Operate properly and lock, appearance good	/			
Properly sealed	/			
No broken or cracked glass	/			

Appliances	Y	N	C	NA
Delivered, check for damage				/

Insulation - under house	Y	N	C	NA
Complete, netting installed (if applicable)	/			

Interior decorating package (if purchased)	Y	N	C	NA
Vinyl flooring appearance good				/
Carpet appearance good				/
Painting complete/appearance good				/

Wallboard - All rooms and closets	Y	N	C	NA
Appearance good	/			
Joints and seams finished, sanded & textured	/			
No holes near plumbing or electrical, in walls	/			

Misc.	Y	N	C	NA
Explain grading and landscaping responsibilities	/			
Other				
Other				
Other				
Other				
Other				

Interior Trim	Y	N	C	NA
Baseboards installed			/	
Cut proper/joints meet			/	
Window stools installed (if purchased)			/	

**Notes**

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It has been explained to me/us that I/we are responsible for ongoing maintenance responsibilities which include, but are not limited to, periodic repainting and resealing of finished surfaces as necessary, caulking for the life of the home, regular maintenance of mechanical systems, regular replacement of HVAC filter, cleaning and proper preservation of grading around the home and drainage systems to allow for proper drainage of water away from the home. I/we must be certain that surface water runs away from the house foundation - drainage ditches or swales may be necessary and must be completed by the homeowner.

**I/we agree that I/we have examined the home and completed a thorough inspection. I/we acknowledge that I/we are satisfied with all the above items other than those marked "N", which will be completed and/or addressed by the time of the Tender meeting and if not, will be noted on the Tender Acknowledgment Form.**

**NOTICE - TO BE SIGNED AT PRE-COMPLETION WALK-THRU**

BY SIGNING I AGREE THAT THERE ARE NO VERBAL OR WRITTEN AGREEMENTS OR COMMITMENTS REGARDING THIS INSPECTION SET FORTH

Fits uniformly, no gaps	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Attic access installed/trimmed	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Windows** Y N C NA

Operate properly and lock, appearance good	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Properly sealed	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
No broken or cracked glass	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Insulation - under house** Y N C NA

Complete, netting installed (if applicable)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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**Wallboard - All rooms and closets** Y N C NA

Appearance good	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Joints and seams finished, sanded & textured	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
No holes near plumbing or electrical, in walls	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Interior Trim** Y N C NA

Baseboards installed	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cut proper/joints meet	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Window stools installed (if purchased)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Shelving installed/secure in wall	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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**Appliances** Y N C NA

Delivered, check for damage	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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**Interior decorating package** (if purchased) Y N C NA

Vinyl flooring appearance good	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Carpet appearance good	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Painting complete/appearance good	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**Misc.** Y N C NA

Explain grading and landscaping responsibilities	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Notes**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

It has been explained to me/us that I/we are responsible for ongoing maintenance responsibilities which include, but are not limited to, periodic repainting and resealing of finished surfaces as necessary, caulking for the life of the home, regular maintenance of mechanical systems, regular replacement of HVAC filter, cleaning and proper preservation of grading around the home and drainage systems to allow for proper drainage of water away from the home. I/we must be certain that surface water runs away from the house foundation - drainage ditches or swales may be necessary and must be completed by the homeowner.

I/we agree that I/we have examined the home and completed a thorough inspection. I/we acknowledge that I/we are satisfied with all the above items other than those marked "N", which will be completed and/or addressed by the time of the Tender meeting and if not, will be noted on the Tender Acknowledgment Form.

**NOTICE - TO BE SIGNED AT PRE-COMPLETION WALK-THRU**

BY SIGNING I AGREE THAT THERE ARE NO VERBAL OR WRITTEN AGREEMENTS OR COMMITMENTS REGARDING THIS INSPECTION SET FORTH ABOVE AND AGREE THAT ALL ITEMS COVERED BY THE WARRANTY FOUND AFTER THE PRE-COMPLETION INSPECTION REPORT OTHER THAN EMERGENCY ITEMS SUCH AS PLUMBING AND HEATING, ETC WILL BE ADDRESSED BY THE CUSTOMER IN WRITING TO THE HOME OFFICE.

<p><i>Robby Dale Smith</i></p> <p>Customer Signature</p>	<p><i>Alana M Smith</i></p> <p>Customer Signature</p>
<p><i>John Vercellio</i></p> <p>Builder Representative</p>	<p><i>3/22/2006</i></p> <p>Date</p>

**NOTICE - TO BE SIGNED AT TENDER RELEASE MEETING**

BY SIGNING I AGREE THAT ALL ABOVE ITEMS MARKED "N" HAVE BEEN COMPLETED OR NOTED ON THE TENDER ACKNOWLEDGMENT FORM. I UNDERSTAND SOME ITEMS MAY BE WITHIN ACCEPTABLE TOLERANCES AND NO CORRECTIONS ARE TO BE PERFORMED.

<p><i>Robby Dale Smith</i></p> <p>Customer Signature</p>	<p><i>Alana M Smith</i></p> <p>Customer Signature</p>
<p><i>John Vercellio</i></p> <p>Builder Representative</p>	<p><i>3/29/2006</i></p> <p>Date</p>

HBG 5134 10/05

**HOMEBUYER COPY**

# TENDER ACKNOWLEDGMENT/COMPLETION CERTIFICATE

MARK ONE (x):		
<input checked="" type="checkbox"/> 1101-J	<input type="checkbox"/> 1110-N	<input type="checkbox"/> 1111-D

HOMEBUYER NAME(S) <u>SMITH</u> LAST	FIRST <u>ALAN</u>	JOB NO.	BRANCH <u>B.R. LA</u>
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WALK THROUGH HOME WITH HOMEBUYER(S) AND DISCUSS ALL NUMBERED ITEMS BELOW.  
 Items numbered 1, 2 and 3 relate ONLY to shell and partially-finished homes.

**Please have homebuyer(s) initial each applicable numbered item as it is discussed.**

- N/A (1) Explain how to install insulation to avoid blocking ventilation.
- N/A (2) Explain how to hang wallboard.
- N/A (3) Explain necessary inspections if customer is handling wiring, etc.
- HDS (3a) Explain certificate of occupancy, if applicable.
- HDS (4) If home is on piers, explain importance of foundation ventilation in the event customer underpins.
- HDS (5) Explain importance of ensuring water drains from underneath the home and away from the home.
- HDS (6) Advise customer to keep attic and foundation vents open at all times.
- HDS (7) Explain normal settling, wallboard cracks, etc.... (Refer to Warranty)
- HDS (8) Explain G.F.I., A.F.I.
- HDS (9) Advise not to turn on breaker to water heater until full of water.
- HDS (10) Explain floor preparation to accept vinyl.
- HDS (11) Advise on periodic cleaning of siding.
- HDS (12) Advise on periodic caulking of windows, doors, expansion joints, etc.
- HDS (13) Explain how to remove window sash and how to adjust patio door.
- HDS (14) Explain changing filter for furnace.
- HDS (15) Advise not to paint wallboard with high gloss or semi gloss paint.
- HDS (16) Explain adverse effect of unvented heat.
- HDS (17) Explain roofing bond.
- HDS (18) Explain warranty, including how to file a claim.

This is to advise that the home I contracted to have the Builder build for me has either been fully-completed or is substantially-complete and is built according to my contract. By signing this document, I hereby acknowledge that I have thoroughly inspected the home; that there is no further work to be done nor any materials or fixtures to be supplied by the Builder unless noted in the space below, and I accept release of the home to me this 29th day of March, 2006. I understand and acknowledge that as of this date I assume full possession, control of, responsibility for, and the insurable interest in the building site, home and contracted items. **I understand that if I am purchasing this home from the Builder on an installment purchase basis, my obligation to make my monthly home payments will now begin and that my first payment will become due and payable on the 5th day of the month following at least 45 days from today's date which is written above, or as otherwise may be indicated in my contract with the Builder.** In the alternative, I understand that if I am purchasing this home from the Builder on a cash basis, any remaining unpaid cash is now due.

Notes \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Approved By: \_\_\_\_\_  
 (if applicable) **Division President**

<b>INSURANCE INFORMATION - PLEASE HAVE HOMEBUYER INITIAL BY APPROPRIATE STATEMENT.</b>	
_____ BEST Insurors, Inc. Chosen	_____ Cash Sale (not required)
_____ Outside Policy Chosen and Provided	
<u>HDS</u> _____ Outside Policy Chosen but NOT YET Provided	
<b>(Must be mailed to Insurance Tracking Dept., P.O. Box 30487, Tampa, FL 33630-3487 within 15 days of today's date)</b>	

I, the Homebuyer, further understand that my signing this document does not relieve the Builder from fulfilling its contractual obligations as evidenced by the 'Notes' above, if any. Further, I hereby acknowledge that I have read this document in its entirety and that I am signing this document voluntarily because I am in agreement with the statements made in it.

Accepted by: \_\_\_\_\_  
 HBG Representative's Signature      Homebuyer's Signature      Homebuyer's Signature

**PLEASE COMPLETE AND HAVE HOMEBUYER VERIFY:**



I understand that if I am purchasing this home from the Builder on an installment purchase basis, my obligation to make my monthly home payments will now begin and that my first payment will become due and payable on the 5th day of the month following at least 45 days from today's date which is written above, or as otherwise may be indicated in my contract with the Builder. In the alternative, I understand that if I am purchasing this home from the Builder on a cash basis, any remaining unpaid cash is now due.

Notes \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Approved By: \_\_\_\_\_  
(if applicable) **Division President**

**INSURANCE INFORMATION - PLEASE HAVE HOMEBUYER INITIAL BY APPROPRIATE STATEMENT.**

\_\_\_\_\_ **BEST Insurors, Inc.** Chosen \_\_\_\_\_ **Cash Sale** (not required)  
\_\_\_\_\_ Outside Policy Chosen and Provided  
ADS \_\_\_\_\_ Outside Policy Chosen but NOT YET Provided  
**(Must be mailed to Insurance Tracking Dept., P.O. Box 30487, Tampa, FL 33630-3487 within 15 days of today's date)**

I, the Homebuyer, further understand that my signing this document does not relieve the Builder from fulfilling its contractual obligations as evidenced by the 'Notes' above, if any. Further, I hereby acknowledge that I have read this document in its entirety and that I am signing this document voluntarily because I am in agreement with the statements made in it.

Accepted by: \_\_\_\_\_  
HBG Representative's Signature Homebuyer's Signature Homebuyer's Signature

**PLEASE COMPLETE AND HAVE HOMEBUYER VERIFY:**

<b>New Property Address (include county)</b>	<b>New Mailing Address (if different from property address)</b>
<u>2307 H Smith Rd</u>	<u>2307 H Smith Rd</u>
<u>Batchelor Ga 30715</u>	<u>Batchelor Ga 30715</u>
New Phone <u>302 218 5223</u>	Alternate Phone <u>302 218 1689</u>
(Work, Cell or Relative)	

**SATISFACTION**

This is to advise that the notes made above, if any, have now been addressed to my satisfaction as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Acknowledged by: \_\_\_\_\_  
HBG Representative's Signature Homebuyer's Signature Homebuyer's Signature

**HOMEBUYER COPY**