BORROWER'S AFFIDAVIT

STATE OF FLORIDA

COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared **Arden F. Bell, President and** of **Atlantic Ridge Communities, LLC**, who, being duly sworn according to law, deposes and says as follows (as used in this Affidavit, the term "Affiant" shall include all parties executing this Affidavit):

1. That Affiant:

   A. Has agreed to purchase from **Howard A. Frankland and Mary B. Frankland, husband and wife**; and

   B. Will execute a mortgage/trust deed to **BankAtlantic** encumbering the following described property situated in the County of PALM BEACH, State of Florida.

   Lot 167, Block 25, of MONTGOMERY ACRES, according to the Plat thereof, as recorded in Plat Book 24, Page 78, of the Public Records of PALM BEACH County, Florida.

2. That, to the knowledge of Affiant, there are no parties who have any interest in said property other than Sellers and there are no facts known to Affiant which could give rise to a claim being adversely asserted to any of said property, except:

   None

3. That, other than shown in Item 1, Affiant has entered into no agreement, contract or commitment for the sale, lease, mortgage, option or creation of any other encumbrance on said property except:

   None

4. That, to the knowledge of the Affiant, there are no taxes, liens or assessments due or about to become due which have attached or could attach to said property except:

   None

5. That Affiant is a citizen of the United States, of legal age, under no legal disabilities and has never been known by any name other than that shown above.

6. That, if title to said property is to be acquired by a corporation, partnership or trust, such corporation, partnership or trust is in good standing under applicable laws and that the contemplated purchase and/or mortgage of said property by said entity is pursuant to proper authority.

7. That there are no actions or proceedings now pending in any State or Federal court to which the Affiant is a party including, but not limited to, proceedings in bankruptcy, receivership or insolvency, nor are there any judgements or liens of any nature which constitute or could constitute a charge or lien upon said property.

8. That, to the knowledge of Affiant, there have been no improvements, repairs, additions or alterations performed upon said property within the past ninety (90) days; that the Affiant has not entered into any agreement or contract with any party for the furnishing of any labor, services or material in connection with any improvements, repairs, additions or alterations within the referenced time period; and that there are no parties who have any claim or right to a lien for services, labor or material in connection with any improvements, repairs, additions or alterations on said property.
9. That, to the knowledge of Affiant, the binder/commitment of Old Republic National Title Insurance Co. under Commitment No. CA-100000 correctly and accurately reflects the status of the title to said property including all liens, mortgages and other encumbrances affecting said property.

Affiant makes this Affidavit for the purpose of inducing **BankAtlantic** to make a mortgage loan to Affiant in the amount of **$717,000.00** and to induce **Muskoka Title Services, Inc.** as agent for **Old Republic National Title Insurance Co.** to issue a policy of Title Insurance in connection with the above referenced transaction(s).

Atlantic Ridge Communities, LLC

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Arden F. Bell, President

The foregoing instrument was acknowledged before me this 30th day of September, 2010 by Arden F. Bell, President and of Atlantic Ridge Communities, LLC on behalf of the corporation. He/she is personally known to me or has produced _____ as identification and did (did not) take an oath.

_____

Notary Public

_____

My Commission Expires: Printed Notary Signature