

May 13, 2013

Margaret (Peggy) Livingston
Senior Enforcement Attorney
EPA Region 8
1595 Wynkoop Street
Denver, CO 80202

2013 MAY 17 AM 10: 22

FILED
EPA REGION VIII
HEARING CLERK

Re: SDWA-082012 (Richard Smith)

Dear Peggy,

Enclosed please find the Amended Commercial Lease Agreement & Purchase and Sale Agreement between the parties of Richard Hall, Peri Thomas and Richard Smith.

I hope this helps in determining that again, the parties listed Peri Thomas and Richard Hall were liable for the water testing that is in question.

Thank you for your time and consideration.

Sincerely,



Richard Smith
PO Box 6044
Story, WY 82802

CC: Honorable Elyana R. Sutin
Regional Judicial Officer
US Environmental Protection Agency
1595 Wynkoop St. (8RC)
Denver, Colorado 80202

Tina Artemis (Paralegal)

Purchase and Sale Agreement

Richard Lee Smith, hereinafter referred to as Buyers, and Richard Lee Smith, hereinafter referred to as Seller, hereby enter into an agreement for the purchase of the business known as "Lodore Supper Club and Saloon" including all its inventory, accounts payables and receivables. The parties have agreed to \$50,000.00 as a fair and reasonable purchase price to be paid as follows: \$10,000.00 down payment of which \$1,000.00 was received February 4th 2011 and \$4,000.00 was received Feb 15th. 3,000 Pay Fwd of Market. Remaining \$2,000.00 is to be paid on or before April 1st, 2011. Proceeds from the down payment will be used to bring accounts payables current to Jan. 31st 2011 with Buyers responsibility beginning Feb. 1st 2011 for all operations and liabilities of the business.

The remaining balance of \$40,000.00 will be financed by Seller with a Promissory Note from Buyers Jointly as partners and individually.

Terms of the Promissory Note shall be, 5 year amortization schedule bearing 5.9% interest and beginning, April 1st 2011. No penalty for earlier payoff.

Purchase includes favorable lease of the building located at 6. N. Piney Rd Story, WY. In which business operates and seller owns.

Terms of the lease shall be 5 years at \$1,000.00 a month or 15% of Gross Sales whichever is greater beginning April 1st, 2011 and ending May 31st 2016. To determine rent, copies of monthly sales tax reports will be provided to Seller by Buyers monthly during term of lease. Lease also involves a Full Service Wyoming Liquor License and the transfer or use thereof, as well as other assets and equipment currently used to operate the business as owned by the seller and part of the lease and not part of the sale.

Accepted and agreed to by our signatures below on this 16th day of February 2011

Buyer: Richard Hall Signature: [Signature]

Buyer: Peri Thore Signature: [Signature]

Seller: Richard Lee Smith Signature: [Signature]

Subscribed and sworn before me this 16th day of February, 2011.



[Signature]
CAROLYN A. BYRD - NOTARY

**AMENDED COMMERCIAL LEASE AGREEMENT
AND OPTION TO PURCHASE**

THIS AMENDED AGREEMENT (*"Amended Agreement"*) is made between Richard Lee Smith (*"Landlord"*) as the owner of that certain property known as "The Lodore" and located at 6 North Piney Road, Story, Wyoming and Peri Thomas and Richard Hall (*"Tenant"*), and whose mailing addresses are as follows:

Landlord:	Tenant:
Richard Lee Smith	Peri Thomas & Richard Hall
P.O. Box 6044	P.O. Box 591
Sheridan, WY 82801	Big Horn, WY 82833

RECITALS

- A. The parties entered into a Commercial Lease Agreement dated March 31, 2011 (*"Prior Lease Agreement"*) for the lease of the property known as "The Lodore" located at 6 North Piney Road, Story, Wyoming (*"Leased Premises"*);
- B. The parties executed a Purchase and Sale Agreement, dated February 16, 2011 for purchase of the business known as "Lodore Supper Club and Saloon", including all of its inventory, accounts payables and receivables (*"Purchase and Sale Agreement"*), and Thomas and Hall signed a Promissory Note on March 31, 2011 pertaining to the payment for said business (*"Promissory Note"*);
- C. The parties desire to modify the terms of the Prior Lease Agreement and to provide Tenant with the option to purchase the Leased Premises.

NOW THEREFORE, for and in consideration of the foregoing premises, and other good and valuable consideration the parties agree as follows:

1. PRIOR LEASE AGREEMENT VOID. The Prior Lease Agreement is void and superseded by this Amended Agreement.

2. TENANT PAYMENTS. Tenant has occupied the Leased Premises since February 2011, has paid the rent in accordance with the Prior Lease Agreement and Tenant has paid the payments in accordance with the Purchase and Sale Agreement and the Promissory Note. Tenant is deemed to be paid in full in accordance with the Prior Lease Agreement as of the date of this Amended Agreement.

3. LEASE. Landlord leases to Tenant the following Leased Premises known as "The Lodore", more particularly described in the Special Warranty Deed, attached to this Amended Agreement as Exhibit "A".)

4. LEASED PREMISES. Included in and leased by this Amended Agreement are the tables, chairs, plates, equipment and small wares as set forth in Exhibit "B", attached to this Amended Agreement.

5. **PURPOSE.** Tenant shall use the Leased Premises for the purpose of operating a restaurant and bar and Landlord authorizes Tenant to sell alcoholic and malt beverages on the premises.

6. **TERM.** The term of this lease shall commence on the 1st day of October, 2011. Said lease period shall run for five (5) years and expire on August 31, 2016.

7. **RENT.**

a. Tenant shall pay to Landlord rent according to the following schedule:

<u>Period</u>	<u>Monthly Rent</u>
10/11 through 5/12	\$1,500 per month
6/12 through 5/13	\$2,000 per month
6/13 through 5/14	\$2,500 per month
6/14 through 5/15	\$2,750 per month
6/15 through 9/16	\$3,000 per month

b. Pursuant to the Prior Lease Agreement, a Full Service Wyoming Liquor License was transferred to Tenant.

c. Rent is payable to Richard L. Smith, P.O. Box 6044, Sheridan, Wyoming, 82801. Said payment shall be made by Tenants depositing said payment into Landlord's account at Wells Fargo Bank in Landlord's account ending in XX1925. Landlord shall provide the complete account information to Tenant.

d. A late fee of five percent (5%) of any late payment will be assessed on all payments required to be made by the Tenant under this Amended Agreement that are not made within ten (10) days of the date due. Such late fee will be immediately due and payable to the Landlord. It is specifically agreed that late payments accepted by the Landlord will not operate to change or modify any of the due dates or other payments due from the Tenant to the Landlord.

e. The rent shall be paid on or before the fifth day of October, 2011, and rent for each succeeding month shall be payable the fifth day of each and every month thereafter.

f. Any rent due prior to October, 2011 under the Prior Lease Agreement based on gross sales is hereby waived.

8. **Security Deposit.** Landlord waives the requirement of a security deposit under this Lease in consideration for Tenant accepting the Leased Premises "AS IS" and assuming maintenance and repair obligations set forth in Section 9 below.

9. **Ordinances, Statutes and Covenants.** Tenant shall comply with all statutes,

ordinances and requirements of all municipal, state and federal authorities now in force or which may thereafter be in force pertaining to the use of the Leased Premises and shall comply with any and all covenants and restrictions pertaining to the Leased Premises.

10. Smoke Free Premises. The parties agree that there shall be no smoking in the building, except for events sponsored where smoking shall be limited to said event and area of the event only and such is allowed by state or local law. Tenant shall be responsible for enforcing the non-smoking environment.

11. Alterations, Repairs and Maintenance.

- a. Tenant has inspected the Leased Premises as well as the fixtures, improvements and personal property which are the subject of this Lease. Tenant receives and accepts the Leased Premises and all property covered by this lease "AS IS", and in its current condition. In consideration for Landlord waiving the security deposit in Section 8 above, except for major structural repairs, Tenant agrees to assume all responsibilities for maintenance, replacement, repair and service to the Leased Premises and all improvements, fixtures and personal property located thereon that may be necessary during the term of this Amended Agreement.
- b. Tenant shall, at all times, maintain the Leased Premises, improvements and fixture in good repair and in a clean and sanitary manner and shall surrender the same at the termination of the Lease. Tenant shall not make alterations, installations or redecoration of any kind to the Leased Premises without prior written permission by the Landlord. Tenant shall be responsible for maintaining the septic system on the Leased Premises, including cleaning the grease trap to prevent grease from entering the septic system and removal of grease from the septic system. Landlord reserves the right from time to time to make such improvements, alterations, renovations, changes, and repairs in and about the Leased Premises, other than those which are to be made by Tenant, as Landlord and Tenant shall deem desirable. Tenant shall not make a claim against Landlord for interference with Tenant's leasehold interest because of such work as long as Tenant is still able to operate a restaurant business in the Leased Premises pursuant to this Amended Agreement. Repair of any glass breakage is the responsibility of the Tenant unless related to Landlord's repairs or alteration. Except for major structural repairs, nothing in this section shall be construed to require Landlord to make repairs, alterations or improvements to the Leased Premises.

12. Access by Landlord.

- a. Landlord may enter the Leased Premises during normal business hours or at any other reasonable time to inspect, repair or to show the Leased Premises to prospective purchasers or representatives of lending institutions. Landlord shall give reasonable advance notice to Tenant. In the case of an emergency which threatens to materially damage or destroy

the property, Landlord may enter the Leased Premises at any time and without notice.

- b. Within sixty (60) days of execution of this Amended Agreement, Landlord shall remove all personal property owned by Landlord, except any personal property that he elects to leave on the Leased Premises for which an inventory shall be prepared to be signed by both parties.

13. Tenant's Obligations. Throughout the entire duration of this occupancy of the premises, and in addition to the other agreements, terms and conditions herein, Tenant shall have the following affirmative obligations:

- a. To keep that of the Leased Premises which they occupy and use, clean and sanitary as the condition of the premises permits;
- b. To dispose from premises all rubbish, garbage and other wastes in a legal, clean and sanitary manner;
- c. To properly use and operate all electrical, gas and plumbing fixtures and keep them as clean and sanitary as their condition permits;
- d. To not permit any person(s) on the Leased Premises, with Tenant's permission, to willfully or wantonly destroy, deface, damage, impair, or remove any part of the structure or dwelling unit or the facilities, equipment or appurtenances thereto, nor shall Tenant do any such thing;
- e. To provide lawn care and snow removal;
- f. Tenant shall pay the total gas, garbage removal, water, sewer charges and electricity for the Leased Premises on a monthly basis and within ten (10) days of delivery to Tenant of said bills, unless otherwise stated;
- g. Tenant shall pay all taxes on the personal property used in the business.

14. Holdover. Tenant agrees to vacate the Leased Premises before 5:00 p.m. on the last day of the term of this Amended Agreement. Failure of Tenant to vacate the Leased Premises upon termination or expiration of this Amended Agreement shall not serve to extend the term of this Amended Agreement, but Tenant shall remain responsible for rent, repairs, and all other obligations set forth herein until such time as Tenant vacates, whether voluntarily or by forcible entry and detainer.

15. Assignment and Subletting. Tenant shall not sublet or assign all or any portion of the Leased Premises without the prior written consent of Landlord, which consent shall not be unreasonably withheld. Landlord may assign this Amended Agreement to a purchaser of the Leased Premises who will take title subject to this Amended Agreement, and this Amended Agreement shall burden and inure to the benefit of Landlord's successors in interest unless both the Landlord and Tenant agree, in writing, to modify the terms of this Amended Agreement.

16. **Liquor License.** Landlord assigned as part of Prior Lease Agreement Liquor License #8290 ("*Liquor License*") issued by the County of Sheridan, Wyoming to Tenant as an independent contractor for the term of the Prior Lease Agreement as well as this Amended Agreement subject to reversion to Landlord at the end of the term of this Amended Agreement. Such assignment gives Tenant limited ownership of the Liquor License pursuant to the following terms and conditions:

- a. Tenant shall operate the Liquor License solely in connection with the Leased Premises and not in connection with liquor service at any other premises, except to the extent allowed by law and permitted under catering permits issued by appropriate government officials;
- b. Tenant shall maintain the Liquor License in good order and shall not cause any transfer, conveyance, cancellation or revocation of Landlord's liquor license;
- c. Landlord shall authorize Tenant to apply for and obtain a re-issuance and renewal of the Liquor License in its name, subject to reversion to Landlord in the event of termination of this Amended Agreement or the violation of this section of this Amended Agreement by Tenant. Except as otherwise specifically required by this Amended Agreement, all ownership right in the Liquor License shall remain in Landlord whether or not registered in the name of Tenant to comply with applicable law. Tenant shall not obtain or claim any ownership right in the Liquor License other than as set forth herein. Tenant shall pay application, advertising and renewal fees of the County of Sheridan for each year this Amended Agreement is in effect.
- d. Tenant shall be solely responsible for the purchase of liquor from the Wyoming Liquor Commission under the Liquor License and shall be solely in control of resale and pricing of said liquor for resale.
- e. Tenant shall comply with all laws of the State of Wyoming and the County of Sheridan with respect to operation under the Liquor License, cancellation or revocation in said Liquor License.
- f. With respect to liability, if any, in connection with the service of alcoholic beverages on the Leased Premises or otherwise under Liquor License #8290, Tenant shall indemnify Landlord and hold Landlord harmless from any and all damages, losses, claims, action and costs suffered or incurred as a result of the negligence or willful acts or omissions of Tenant or its agents, representatives or employees.
- g. Landlord represents and warrants to Tenant that the Liquor License is and at all relevant times will be valid, that Tenant can legally operate the bar and related facilities at the Leased Premises using the Liquor License in the sale and dispensing of alcoholic beverages.

- h. Tenant agrees that at the termination of this Amended Agreement that Tenant will reassign any and all interest Tenant has in the Liquor License to Landlord and that in assurance of that it has executed an undated reassignment of the Liquor License to Landlord, attached to this Amended Agreement as Exhibit C. Landlord agrees that said undated reassignment should be utilized only if Tenant has materially breached this Amended Agreement and that action is necessary to protect the reversionary interest of Landlord in the Liquor License.
- i. Upon termination or expiration of this Amended Agreement, and vacation of the Leased Premises, Tenant shall leave a liquor inventory equivalent to that received by Tenant upon taking possession of the Leased Premises pursuant to the Prior Lease Agreement.

17. Default and Remedies. If either Landlord or Tenant shall be in default of any obligation or covenant under this Amended Agreement and shall fail to cure such default within forty-five (45) days after written notice of default is given, the non-defaulting party may declare the defaulting party in default under this Amended Agreement and exercise such rights and remedies available that the non-defaulting party may have at law or equity. In no case shall Tenant be responsible for rent as set forth in Paragraph 7.a of this Amended Agreement or payments in accordance with the Promissory Note and the Purchase and Sale Agreement after Tenant vacates the Leased Premises.

18. Notices of Breach or Default. Any notices of breach or default required to be given under this Amended Agreement shall be deemed given on the day such notice is placed in the U.S Mail, certified, return receipt requested, to the last known address of the Landlord or Tenant as the case may be, or on the date such notice is actually delivered to the Landlord or Tenant as the case may be, if delivered by any means other than by certified mail.

19. Attorneys Fees and Costs. In the event that either party to this Amended Agreement should be required to hire an attorney to enforce any rights under this Amended Agreement against any other party in default or any term, condition or covenant of this Amended Agreement, then the defaulting party shall be liable to pay the reasonable attorney's fees and costs of the non-defaulting party.

20. Casualty, Condemnation and Governmental Action. If in the even of fire or other casualty or a condemnation, which damages, destroys or takes a substantial part of the Leased Premises, then this Amended Agreement may, at the option of either party, terminate.

21. Insurance. The Tenant shall be required to carry business liability and risk insurance during the term of this Lease. Tenant shall provide Landlord with proof of insurance upon request. In addition, Landlord may, but is not required to, carry casualty insurance on the building and those contents owned by the Landlord.

22. Indemnity.

- a. The Tenant shall indemnify, defend and hold the Landlord, his agents and employees harmless from and against any and all claims, judgments, costs,

expenses (including attorney's fees), causes of action, or suits for damages or injuries arising out of or occasioned by the Tenant's use or occupation of the Leased Premises. The Tenant's obligation to defend (including the obligation to costs, expenses and attorney's fees incurred by the Landlord) shall be diminished or relieved by the fact that the Landlord is also at fault; provided, however, that the Tenant shall have no obligation to indemnify Landlord to the extent of liability directly attributable to the Landlord's fault. The Tenant's obligations and covenants set out in this paragraph shall survive the termination of this Amended Agreement.

- b. The Landlord shall indemnify, defend and hold Tenant, their agents and employees harmless from and against any and all claims, judgments, costs, expenses (including attorney's fees), causes of action, or suits for damages or injuries, including tax liens, arising out of or related to Landlord's ownership of the Leased Premises. However, the Landlord shall have no obligation to indemnify Tenant to the extent of liability directly attributable to the Tenant's fault. The Landlord's obligations and covenants set out in this paragraph shall survive the termination of this Amended Agreement.

23. Notice to Vacate. Tenant shall give Landlord at least one hundred eighty (180) days written notice of Tenant's intent to vacate the Leased Premises by placing a notice in the mail to the address shown above.

24. Option to Purchase

- a. Landlord grants to Tenant the exclusive right and option to purchase the Leased Premises ("**Option**") on the following terms and conditions. The term of this Option shall be from the date of this Amended Agreement until the expiration of this Amended Agreement ("**Option Term**"). If Tenant does not exercise this Option in accordance with its terms and within the Option Term, this Option and the rights of Tenant shall automatically and immediately terminate without notice.
- b. The full "**Purchase Price**" of the Leased Premises shall be Seven Hundred Thousand Dollars (\$700,000.00), adjusted by changes in the Consumer Price Index between the date of this Amended Agreement and the date of exercise of the Option by Tenant, less the total amount paid by Tenant to Landlord pursuant to the Promissory Note and the Purchase and Sale Agreement as of the date the Option is exercised. The Purchase Price shall be deemed to include the Leased Premises, all real property, the Liquor License, the personal property listed on Exhibit B and everything pertaining to the business known as "Lodore Supper Club and Saloon".
- c. The Purchase Price shall be paid in cash or certified funds at closing which shall occur within sixty (60) days after Tenant exercises the Option. Landlord shall provide, at his expense, a policy of title insurance, insuring marketable title to the Leased Premises, free and clear of all defects. Title

STATE OF WYOMING)
) ss.
COUNTY OF JOHNSON)

The foregoing instrument was acknowledged before me by Peri J. Thomas and Richard S. Hall who did acknowledge the same to be their free act and deed this 26th day of October, 2011.

Witness my hand and official seal.

Kathleen McFhee
Notary Public

My Commission Expires:

May 16, 2012



shall be conveyed by good and sufficient warranty deed free and clear of all liens and encumbrances. Real and personal property taxes shall be apportioned as of the date of closing and Tenant shall have sole and exclusive occupancy of the Leased Premises from and after the date of closing. The rental payment due for the month in which the closing takes place shall be prorated as of the date of closing.

d. All obligations under this Amended Agreement shall be deemed fulfilled and terminated as of the date of closing of the Option.

25. **Successors.** This Amended Agreement shall inure to the benefit of and be binding on the successors in interest of the parties.

26. **Effective Date of Agreement.** The effective date of this Amended Agreement shall be October 1, 2011.

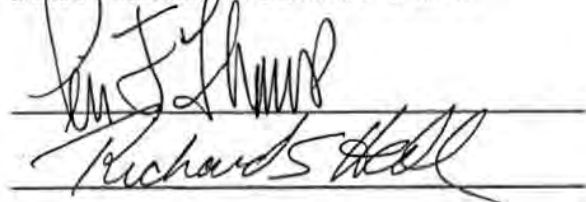
LANDLORD:

Richard Lee Smith



TENANT:

Peri J. Thomas & Richard S. Hall



STATE OF WYOMING)
) ss.
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by Richard Lee Smith who did acknowledge the same to be his free act and deed this 27 day of October, 2011.

Witness my hand and official seal.


Notary Public



**EXHIBIT B
TO
AMENDED LEASE AGREEMENT**

EXHIBIT B
AMENDED LEASE AGREEMENT

Qty	Bar	Qty	Kitchen
21	Shot Glass		Some Mic Pot + Pans
8	Shot 1/2 Glasses	30	Steak Plates
36	Mixed Drink Glasses "Talls"	13	Plater's
		300	Plate's
36	Mixed Drink Glasses "Short"	30	Steak knife's
		150	Butter knife's
15	Mug's "Beer"	150	Fork
4	Martini Glasses	150	Spoon's
6	Marburita Glasses	75	SOUP Spoon's
30	Wine Glasses	150	SLD Forks
12	Water Glasses		Soup Pot
8	Mixed drink Shaker's w/ Lid's or Strainer's	12	Cutting board's
6	Champagne Glasses		Some Mic Sharp Knife's maybe 1/2 dozen
	Blender	6	Scoop Laddle's
	Coffee Warmer	3	large Kitchen Spoon's
6	Table's 14 chairs 36 stools	3	Wisk's
	Kitchen	6	Tong's
	Lot's of Lid's To mic Container's	2	spackle's steel
	Bread warmer		ALot of mic Kitchen
25	Hotel Pan's Full size		Rubber spack spoon's
2	" " 1/2 size		Paring knives extra
4	" " 1/4 size	60	More steak Plate's
	All w/ lid's	6	Serving Skillet's
10	Hotel Ice Holders For Party with Lid's	50	SLD Bowls
2	Old Coffee Warmer's	150	Small Plate's
6	Strainer's diff sizes	20	Soup Cup plate
Maybe 30	some Cast Iron pan's	30	Soup Cup's
2	plastic cups		some mic measuring cups + spoons
1	French fry holder	6	Stainless Bowls
2	Mop buckets		Some More Plastic bowl's
			Maybe 1/2 dozen = various sizes

Qty

Kitchen

4	Bus Tub's
1	4 Place Toaster
3	Silver ware Tray's
2	Mop bucket's
2	Mop's
4	Broom's
1	shop Broom
1	scubbing broom
2	dust Pan's
Bar/10	Trash can's
1	Speed Rack w/ Full size Cookie Sheet's maybe a dozen and 1/2 sheet's
6	Pizza Pan's
6	cooking pizza Pan's

Dinning Room

150 to 200	Different water or Soda Glasses
20	water Pitcher's some Carafes
16	Table's different sizes
70	Chairs
2	Cash registers that we use
	There are some mic Linnin's Table Cloth's
	Silverware wrap's extra
6	Outside Table's deck
	Heater in smoker section
3	Table's smoker section

In regard to The eventory of the Lodge

Here is a list of The Items that we use. There are alot more upstairs Cases of Cops More Kitchen Supply's alot of mis Match Things that I really do Not have any use for.

I did Not inventory The Tack room, I No That I can Seat aprox 250 People in there, so The Tables and Chair's should Meet that. I do beleve There are More Chair's than we Need for The amount of Table's. The bar back There we keep The stock up front. There are Some More Wine + Mic Glasses back There That we only use for Party's.

To suggest that we do a video eventory of The entire Lodge Pictures fridge's and all other content's that havent been recorded, Lamps, he Rick Smith has some Vary Expensive Lamps. we want to Make Sure They are well kept, And The building is Also well kept, I Think a video will Show its current Condition. I have already Made some nice upgrade's.

Thank You
Rick Smith

SPECIAL WARRANTY DEED

THIS DEED, made this 3rd day of August, 2005, by and between Wachovia Bank, NA f/k/a First Union National Bank as Indenture Trustee, a corporation organized and existing under the laws of the United States of America, with its principal office and place of business located at 4425 Ponce de Leon Blvd, Coral Gables, FL 33146, Grantor, to Richard Lee Smith, Grantee, located at P.O. Box 6044, Sheridan, WY 82801

WITNESSETH, that the said Grantor, for and in consideration of the sum of ten dollars and other good and valuable consideration, to the said Grantor in hand paid by the Grantee, the receipt of which is hereby confirmed and acknowledged, has GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents does GRANT, BARGAIN, SELL and CONVEY and confirm unto the said Grantee, its successors and assigns forever, all of the following described property lying and being in the County of Sheridan, State of Wyoming, to-wit:

A tract of land situate in the SW1/4SW1/4 of Section 8, T53N, R83W of the 6th P.M., Sheridan County, Wyoming, more particularly described as follows: Beginning at a point which is North 894.3 feet and East 1303.2 feet from the Southwest corner of said Section 8; thence S0°16'E, 234.6 feet, along the West right of way line of Wyoming Secondary Highway; thence S89°23'W, 525 feet; thence N0°13'W, 223.8 feet to the South right of way line of the Wyoming Secondary Highway; thence N88°12'E, along the South right of way line a distance of 525 feet, more or less, to the point of beginning. Excepting the East 175 feet thereof, with an address of 6 North Piney Road, Story, WY

Together with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of the said Grantor, either in law or equity, of, in, and to the above-bargained premises, to HAVE AND TO HOLD the said premises above-bargained and described unto the Grantee, its successors and assigns.

Grantor, for itself, its heirs, executors, administrators, and assigns, does covenant, grant, bargain, and agree to and with the Grantee, its heirs and assigns, to warrant the above-bargained premises in the quiet and peaceable possession of said Grantee, its heirs and assigns, against all and every person or persons lawfully claiming or to claim the whole or any party thereof, by, through, or under Grantor, and to WARRANT and FOREVER DEFEND the same.

Grantor also assigns and transfers to the Grantee herein all of said Grantor's claims and notes, and the judgment, if any, thereon representing the indebtedness heretofore secured by liens on the property hereinabove described, and which liens were heretofore foreclosed.

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand and seal the day and year first above written.

Wachovia Bank, NA f/k/a First Union National Bank as Indenture Trustee
By: Bayview Loan Servicing, LLC as its Attorney-In-Fact

By [Signature]
Title Kathleen M. Sone, First Vice President

Special Warranty Deed



ATTEST:

Rebecca J. Bakker
Secretary

REBECCA J. BAKKER
Assistant Secretary

(CORPORATE SEAL)

ACKNOWLEDGMENT

STATE OF Florida)
COUNTY OF Hiami-Dade) SS.

The foregoing instrument was acknowledged before me this 3
day of August, 2005, by Kathleen M. Sovic, the
First Vice President of Bayview Loan Servicing, LLC as Attorney-In-
Fact of Wachovia Bank, NA f/k/a First Union National Bank as Indenture Trustee.

Witness my hand and notarial seal.

Sonia Nieves
Notary Public

My commission expires:

