

CLOSING AGREEMENT

CLOSING DATE: August 15, 2011

FILE: Nassau County/Morgan Family

SELLER: BARBARA DAVIS MORGAN, BARBARA MALETTE MORGAN, JACK H. MORGAN, JR., EMILY M. ADAMS, KATHRYN GRIFFIN MORGAN, JOHN E. MORGAN, WILLIAM H. MORGAN, EDNA M. KIRKLEY, fka EDNA M. ROLLINS, DANIEL T. MORGAN and CLYDE W. DAVIS

BUYER: Nassau County Florida, a political subdivision of the State of Florida

LENDER/FUNDING SOURCE: The River Branch Trust

CLOSING ATTORNEY: Mollie M. Garrett, Attorney at Law

PROPERTY: See Exhibit "A"

The parties agree that any interest proration, escrow balance, principal balance, payoff balance, estoppel statement of Seller's mortgage lender, homeowner's or condominium association regular or special assessment as shown on the closing statement for the above referenced transaction was compiled from information supplied to Closing Attorney by the Seller, homeowner's or condominium association, or applicable state, county, municipal or other taxing governmental entity or authority, and the parties hereby acknowledge that the Closing Attorney, its officers, agents, employees, and assigns are relying upon this information in completing the Closing Documents.

If there is any discrepancy between the estoppel statement, status letter or payoff letter and any future additional information supplied by the Seller's mortgage lender, homeowner's or condominium association, or any applicable state, county, municipal or other taxing governmental entity or authority, the Seller and Buyer agree to make necessary adjustments to resolve the dispute among themselves.

The parties agree and acknowledge that Closing Attorney is not responsible for the accuracy or correctness of the estoppel statement, status or payoff information provided by Seller's mortgage lender, homeowner's or condominium association, or any applicable state, county, municipal governmental entity or authority in this transaction.

If requested by the Closing Attorney, Seller and Buyer agree to fully cooperate in correcting any clerical or typographical errors on any closing documents which may be required for the disbursement of funds, to complete the issuance of title insurance, or to comply with the purchase and sale contract or requirements of Buyer's mortgage lender.

Further, the Seller and Buyer each agree to indemnify and hold harmless Closing Attorney from any and all claims, causes of action, debts, charges, or other liabilities in any manner pertaining to an error or claimed error in any estoppel statement, status letter, or payoff letter, including

Dah

Closing Attorney's reasonable attorney's fees, court costs, and related disbursements, including all appeals, if any, so incurred by Closing Attorney in any action pertaining to said estoppel statement, status letter, or payoff letter.

The Seller and Buyer agree to a disbursement of the proceeds according to the Settlement Statement prepared and signed at (or in advance of) closing. Sellers have requested disbursement of the funds according the Seller's Disbursement Statement. Additionally Sellers agree that each of the Seller's proceeds checks are to be mailed to the address indicated on the Seller's Disbursement Statement, or in the event no address is provided, to 11101 Hwy 278, East, Covington, GA 30014.

ALL TERMS, CONDITIONS AND CONTINGENCIES SET FORTH IN THE CONTRACT FOR SALE AND PURCHASE HAVE BEEN EITHER MET, SATISFIED, OR EXPRESSLY WAIVED BY AND TO THE SATISFACTION OF THE PARTIES HERETO, OR IN THE EVENT SAID TERMS, CONDITIONS AND CONTINGENCIES HAVE NOT BEEN MET, SATISFIED OR EXPRESSLY WAIVED BY AND TO THE SATISFACTION OF THE PARTIES HERETO, THE PARTIES HERETO EXPRESSLY RELEASE AND RELIEVE CLOSING ATTORNEY FROM ANY AND ALL LIABILITY ON ACCOUNT THEREOF.

We hereby agree to the terms of this Closing Agreement and the information stated in any estoppel statement, status letter, or payoff letter, issued in regard to this transaction.

SELLERS:

SELLERS:

Barbara Davis Morgan 7/23/11 Barbara Malette Morgan 7/23
BARBARA DAVIS MORGAN (Date) BARBARA MALETTE MORGAN (Date)

Jack H. Morgan 7/23/11 Emily M. Adams 8/15/11
JACK H. MORGAN, JR. (Date) EMILY M. ADAMS (Date)

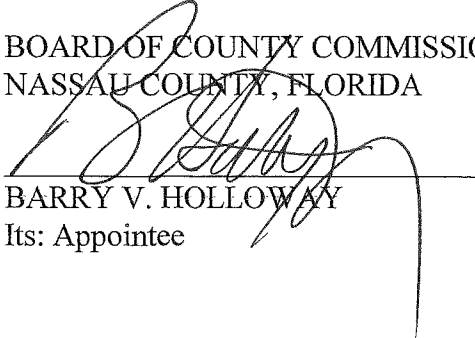
Kathryn G. Morgan 7/23/2011 John E. Morgan 7/23/11
KATHRYN GRIFFIN MORGAN (Date) JOHN E. MORGAN (Date)

William H. Morgan 7/23/2011 Edna M. Kirkley 7/23/2011
WILLIAM H. MORGAN (Date) EDNA M. KIRKLEY, (Date)
aka EDNA M. ROLLINS

Daniel T. Morgan 7/23/2011 Clyde W. Davis 7/23/2011
DANIEL T. MORGAN (Date) CLYDE W. DAVIS (Date)

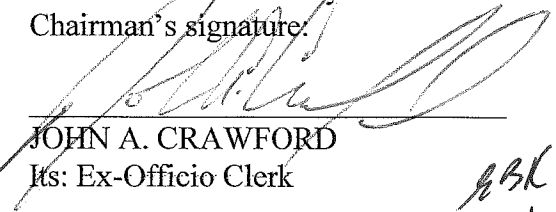
Dak

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



BARRY V. HOLLOWAY
Its: Appointee

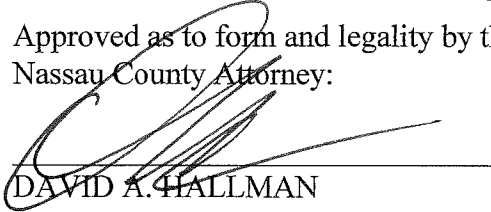
Attest to the authenticity of the
Chairman's signature.



JOHN A. CRAWFORD
Its: Ex-Officio Clerk

EBK *USA*
8/31/11

Approved as to form and legality by the
Nassau County Attorney:



DAVID A. HALLMAN

