

Cotenancy Agreement

This Cotenancy Agreement ("Agreement") is made between **Zorro Ranch, LLC**, a New Mexico limited liability company ("Zorro Ranch") and **Larry Visoski** and **Eileen Visoski**, husband and wife (collectively, "Visoski").

Recitals

A. Zorro Ranch and Visoski are owners, as tenants-in-common, of the real property known as "Tract A" as shown on the plat of survey for Zorro Trust prepared by Timothy Ray Oden, N.M.L.S. #8667 dated April 7, 1998 and filed for record on May 15, 1998 as Document No. 1024,521 in Plat Book 386 at page 043 records of Santa Fe County, New Mexico and further described on Exhibit A attached ("Property").

B. Zorro Ranch and Visoski (collectively, "Owners") desire to establish a plan for the use and enjoyment of the Property and for this purpose, the Owners desire to subject the Property to the following provisions, conditions, and limitations.

Now therefore, in consideration of mutual promises and other good and valuable consideration, the Owners agree and declare that the Property shall be subject to the following covenants:

1. **Ownership Interests.** Zorro Ranch owns an undivided seventy-five percent (75%) interest in the Property and Visoski owns an undivided twenty-five percent (25%) interest in the Property, as tenants in common. The twenty-five percent (25%) interest of Larry Visoski and Eileen Visoski is owned as joint tenants with rights of survivorship.

2. **Management; Use of the Property; Expenses.** Except as otherwise provided by this Declaration:

2.1 **Management.** Management and use of the Property shall be determined by unanimous consent of the Owners.

2.2 **Exclusive Use; Obligations.** Visoski shall have the right to the exclusive use and occupancy of the Property. Visoski shall not destroy or damage the Property, allow the Property to deteriorate or commit waste. Visoski shall not substantially change the Property without the consent of Zorro Ranch. All repairs or maintenance necessary to maintain the Property in good condition and to maintain its value shall be paid by Visoski.

2.3 **Charges.** All assessments, taxes, insurance premiums and charges and expenses which are attributable to the Property will be paid by Visoski.

3. **Hazard Insurance.**

3.1 **Type of Insurance.** Visoski agrees to shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards requested by Zorro Ranch. In addition, Visoski shall obtain and maintain adequate liability coverage. This insurance shall be maintained in the amounts and for the periods requested by Zorro Ranch. All insurance policies and renewals shall be acceptable to Zorro Ranch and shall include the Owners as "named insureds".

3.2 **Proof of Payment.** Visoski shall promptly give to Zorro Ranch all receipts of paid premiums and renewal notices. In the event of loss, Visoski shall give prompt notice to the insurance underwriter and Zorro Ranch. Any proof of loss shall be approved first by the Owners. Zorro Ranch may make proof of loss if not made promptly by Visoski.

4. **Protection of Owner's Rights in the Property.** If Visoski fails to perform the covenants and agreements described in paragraph 2 or there is a legal proceeding that may significantly affect Zorro Ranch's or Visoski's rights in the Property (such as a proceeding in bankruptcy, probate, or to enforce laws or regulations breached by an Owner), then the affected Owner may do and pay for whatever is necessary to protect the value of the Property and the Owner's rights in the Property. Such actions may include, appearing in court, paying reasonable attorneys' fees and making repairs.

5. **Default.**

5.1 **Default by Visoski.**

5.1.1 All obligations and expenses described in paragraphs 2 and 4 shall be timely performed, paid or reimbursed by Visoski. Should Visoski fail to timely make any payment, when due, or fails to perform any obligation within ten days (10) after written request for performance under paragraph 2 or reimbursement under paragraph 4, Visoski will be in default.

5.1.2 In the event of a default by Visoski, Zorro Ranch shall be entitled to elect to cure such default. Any amount advanced by Zorro Ranch, on behalf of Visoski, shall bear interest at the then prevailing legal rate of interest per annum, commencing the date ten (10) days after repayment is requested, until paid. Such charges shall be a lien on Visoski's interest in the Property.

5.2 **Default by Zorro Ranch.**

5.2.1 All reimbursements required under paragraph 4 to be timely paid by Zorro Ranch shall be timely paid by Zorro Ranch. Should Zorro Ranch fail to make any payment

Declaration of Cotenancy Covenants — Zorro Ranch/Visoski
January 9, 2003, Page 2

within ten days (10) after written request for reimbursement, Zorro Ranch will be in default.

5.2.2 In the event of a default by Zorro Ranch under paragraph 4, any reimbursement not timely paid by Zorro Ranch to Visoski shall bear interest at the then prevailing legal rate of interest per annum, commencing the date ten (10) days after reimbursement is requested, until paid. Such charges shall be a lien on Zorro Ranch's interest in the Property.

6. **Accounting.** Visoski shall keep all records and receipts connected with the Property. The Owners also agree to confer at mutually agreeable intervals to reconcile all accounts and to confer at least annually for this purpose. Visoski shall, upon request of Zorro Ranch, make available all records within a reasonable time after such a request is made.

7. **Sale of Interest; Right of First Refusal of Sale; Buyout.**

7.1 **In General.** Neither Zorro Ranch, nor Visoski, shall, without the prior written consent of the other, sell, transfer, convey, or encumber in any manner whatsoever their respective interests in the Property, except as provided in this Agreement. If either Zorro Ranch or Visoski receives a bona fide offer to purchase that Owner's interest in the Property from an independent third party then the non-selling Owner shall have the right of first refusal in respect of such purchase ("Right of First Refusal of Sale").

7.2 **Exercise of Right of First Refusal of Sale.** The non-selling Owner shall exercise the Right of First Refusal of Sale, within thirty (30) days after receiving from the selling Owner notice of and a copy of the applicable purchase agreement ("Purchase Agreement"), by notifying the selling Owner of the non-selling Owner's intent to purchase the selling Owner's interest in the Property, subject to the conditions of the Purchase Agreement and such additional or modified terms as agreed to by the parties, except that title shall be conveyed in the manner described in paragraph 9.6. If the non-selling Owner fails to exercise the Right of First Refusal of Sale within the stated time period, the non-selling Owner shall be deemed to have waived the Right of First Refusal of Sale and the right to purchase the selling Owner's interest in the Property, but only with respect to the specific sale on the terms of such bona fide offer to such independent third party and only if such sale closes within 90 days after the selling Owner gives notice of such bona fide offer.

7.3 **Closing.** If the Right of First Refusal of Sale is exercised and the Purchase Agreement fails to appoint a closing agent, the parties agree that the selling Owner and the non-selling Owner shall, within ten (10) days of the non-selling Owner's timely exercise of the right, appoint a closing agent. The closing agent's fees shall be divided evenly between the parties. In the event the Purchase Agreement does not include an owner's policy of title insurance, the parties agree to divide evenly with the charges for an owner's policy of title insurance in the amount of the sales price with such other additional coverage and endorsements as are then available under owner's title insurance policies.

7.4 **Payment.** The non-selling Owner shall, as of the closing date set forth in the Purchase Agreement, deposit with the closing agent the sales price, in the manner and form detailed in the Purchase Agreement, including funds from a lender, if any. The non-selling Owner and the selling Owner shall, within this same time period, deposit with the closing agent any other items required by such Purchase Agreement.

8. **Buyout.** At any time an Owner may purchase the interest of the other Owner at a mutually agreed upon value with closing and conveyance of the Owner's interest in the Property as provided in paragraph 9.6.

9. **Death of Owner; Right of First Refusal Upon Death.**

9.1 **In General.** Visoski, upon the death of Jeffrey E. Epstein, or Zorro Ranch following the death of both Larry Visoski or Eileen Visoski shall have a right and option to purchase the other Owner's interest in the Property, for cash or certified funds ("Right of First Refusal Upon Death") upon payment of the "Mutually Agreed Value" or an "Appraised Value" as hereinafter described.

9.2 **Mutually Agreed Value.** Within sixty (60) days after the death of Jeffrey E. Epstein or both Larry Visoski or Eileen Visoski, the surviving Owner and the personal representative of the estate of Jeffrey E. Epstein or Larry Visoski or Eileen Visoski shall establish, in writing, a mutually agreed upon valuation of Jeffrey E. Epstein's interest in Zorro Ranch, LLC's interest in the Property or the interest of the deceased survivor of the Visoski's interest in the Property as of the date of death ("Valuation Date") of either Jeffrey E. Epstein or the survivor of Larry Visoski or Eileen Visoski ("Mutually Agreed Value").

9.3 **Failure to Agree; Default Appraised Value To Control.**

9.3.1 **Selection of Appraiser.** In the event that the surviving Owner and the representatives of such deceased party cannot agree to a Mutually Agreed Value, then each of the surviving Owner and the representatives of such deceased party shall, within ten (10) days, select a real estate appraiser to appraise the interests in the Property as of the Valuation Date. The two chosen appraisers shall, within ten (10) days, select a third appraiser ("Selected Appraiser"). The three appraisers shall, within thirty (30) days, make a joint decision as to the value of the interests in the Property as of the Valuation Date ("Appraised Value"). The decision of the appraisers as to the Appraised Value shall be final and binding upon the parties. If the appraisers cannot agree upon the Appraised Value as of the Valuation Date, the Selected Appraiser's valuation shall be the determinative Appraised Value.

9.3.2 **Unilateral Selection of Appraiser.** If the surviving Owner and the representatives such deceased party shall fail to arrive at a Mutually Agreed Value within sixty (60) days after the Valuation Date, and, within ten (10) days thereafter, either the surviving Owner or the representatives of such deceased party shall fail to appoint an appraiser, then the

appraiser appointed by the other shall be the sole appraiser, whose valuation of the interest in the Property as of the Valuation Date shall be the determinative Appraised Value ("Default Appraised Value"). In such event, the Owner entitled to purchase the other Owner's interest in the Property shall be entitled to purchase the Property at the Default Value, as hereinafter provided, and, if necessary, by court order, compel the sale of the other interest at the Default Appraised Value as determined by this subparagraph 9.3.2.

9.4 Exercise of Right of First Refusal Upon Death. Either Larry Visoski or Eileen Visoski, or both, as survivor of Jeffrey E. Epstein, or Zorro Ranch, following the death of both Larry Visoski and Eileen Visoski, shall exercise the Right of First Refusal Upon Death within either of the following time periods (Applicable Time Period): within fifteen (15) days after receipt either of (i) the written Mutually Agreed Value, or (ii) notice of and a copy of the report of the Appraised Value or Default Appraised Value plus one-half (1/2) of the fees of any appraisers. Exercise of this right shall be made by notifying the representative of Jeffrey E. Epstein as owner of Zorro Ranch, or the representative of the last to be deceased of Larry Visoski and Eileen Visoski, of the representative's intent to pay a purchase price ("Purchase Price") equal to (i) the Mutually Agreed Value, or (ii) the Appraised Value or Default Appraised Value plus one-half (1/2) of the total fees of any appraisers retained under this paragraph 9. If the Right of First Refusal Upon Death is not exercised within the Applicable Time Period, the Owner entitled to exercise such right shall be deemed to have waived the Right of First Refusal Upon Death and the right to purchase the other Owner's interest in the Property.

9.5 Closing Agent. The representative and the other Owner shall, within ten (10) days of the exercise of the Right of First Refusal Upon Death, appoint a closing agent, whose fees shall be divided evenly between the parties together with the charges for an owner's policy of title insurance in the amount of the Purchase Price with such other additional coverage and endorsements as are then available under owner's title insurance policies.

9.6 Closing. Closing of the purchase shall be held not later than ninety (90) days after exercise of the Right of First Refusal Upon Death at the office of the closing agent at a time convenient to the parties. The Owner exercising the right shall pay the Purchase Price; title shall be conveyed to the other Owner by a properly executed statutory form special warranty deed, conveying all of the other Owner's interest in the Property, subject only to those matters listed in the deed conveying to the Owners the Property.

9.7 Financing Not Precluded. This paragraph does not preclude an agreement permitting the deferred payment of the Purchase Price and the delivery of any security instrument related to such financing.

10. Cost Allocation if Purchase Not Made. In the event that the purchase is not completed, each Owner or the Owner's representative shall each pay one half (1/2) of the total fees of appraisers, if any, and be separately liable for whatever other costs, including attorney fees, each has incurred.

11. **Restrictions.** No Owner shall attempt to mortgage or otherwise encumber in any manner whatsoever the Property, nor any part thereof, nor the Owner's interest therein, nor shall any Owner have the right or authority so to do.

12. **Waiver of Partition.** No Owner or other person or entity acquiring any right, title, or interest in the Property shall seek or obtain through any legal procedures, judicial partition of the Property or sale of the Property in lieu of partition.

13. **Damage or Destruction.**

13.1 **Uninsured Losses.** Except as otherwise provided in this Declaration, the costs of any damage or destruction which are attributable to the Property (including the costs of any damage or destruction of fixtures owned or held for use in common pursuant to the this Declaration which are attributable to the Property) and which are not covered by insurance proceeds or assessment or special assessment, shall be covered by the Owners in proportion to each Owner's interest, unless the damage was caused by intentional or negligent act or omission of either Owner, the Owner's family, guests, invitees or lessees, in which event the costs shall be paid by such Owner.

13.2 **Restoration.** Insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible. If Visoski abandons the Property, or does not answer within thirty (30) days notice from Zorro Ranch that the insurance carrier has offered to settle a claim, then Zorro Ranch may collect the insurance proceeds and use the proceeds to repair or restore the Property.

13.3 **Insurance Proceeds.** Any proceeds payable to the Owners not required to repair or restore the Property or the furnishings or any part thereof or paid to compensate any one or more Owners for loss or damage to their individual person or property (in which case such distribution shall be with due regard to the loss or damage incurred), shall be distributed to the Owners in proportion to each Owner's fractional interest. If the restoration or repair is not economically feasible, the insurance proceeds shall be distributed to the Owners in proportion to each Owner's fractional interest

14. **Enforcement of Restrictions.**

14.1 **Actions.** If an Owner fails to comply with any of the provisions of this Declaration, the other Owner may bring action for damages, or to enjoin the violation or specifically enforce the provisions of this Declaration, or to enforce any statutory or contractual lien or the lien provided herein, including foreclosure of such lien, or an action for contribution. In any such legal proceeding, the prevailing party shall be entitled to costs and reasonable attorneys fees. All sums payable hereunder by an Owner shall bear interest at the then prevailing legal rate of interest per annum from the due date, or if advanced or incurred by an Owner and provided herein to be repaid, from ten (10) days after repayment is requested.

14.2 **Cumulative Remedies.** The aforesaid remedies shall be cumulative and in addition to all other remedies which may be available at law or in equity; provided, however, that no breach of any provision hereof by an Owner, or failure of an Owner to comply with any provision hereof, shall permit or empower the other Owner to terminate any such provision or excuse any such breach or failure, and each Owner shall continue to perform and comply with and hold the Owner's interest subject to all of the provisions of this Declaration, notwithstanding any such breach or failure.

15. **Lien on Owner's Interests.** Each Owner shall have a lien, in the nature of a mortgage, on the interest of each other Owner as security for the prompt and faithful performance by such other Owner of the obligations under this Declaration and payment of costs of enforcement and reasonable attorneys' fees. The lien herein created may be enforced by either Owner, and the delinquent Owner's interest in the Property and furnishings may be sold at a sale conducted in accordance with the provisions of the laws of New Mexico. The purchaser at any foreclosure sale shall obtain title subject to the provisions of this Declaration. Either Owner may bid at the foreclosure sale. The aforesaid lien and right of foreclosure shall be in addition to and not in substitution for all other rights and remedies which the Owners may have hereunder.

16. **Term.** This Declaration shall be in full force and effect unless, upon unanimous consent of the Owners these restrictions are modified or removed, by recordation of an amendment hereto or termination of these covenants.

17. **Severability.** If any provision of this Declaration shall be held invalid it shall not affect the validity of the remainder of the Declaration.

18. **Successors.** The provisions of this Declaration shall be binding upon all persons having or acquiring any right, title, or interest in the Property or any part thereof and shall be for the benefit of each current Owner and the Owner's heirs, successors and assigns. Each Owner shall be fully discharged and relieved of liability on the covenants hereunder, upon ceasing to own any interest in the Property and paying all sums and performing all obligations hereunder to the time the Owner's ownership interest terminated.

19. **No Waiver.** The failure to enforce any provision of this Declaration shall not constitute a waiver of the right to enforce such provision thereafter.

20. **Interpretation.** The paragraph titles at the beginning of each numbered paragraph of this Declaration are for convenience only and the words contained therein shall not be considered to expand, modify or aid in the interpretation, construction or meaning of this Declaration. As used herein, the singular shall include the plural and the female, masculine or neuter gender shall include the other genders.

21. **Notices.** All notices herein required shall be in writing and shall be personally delivered or mailed to the parties at their address provided below their signatures to this Agreement. Any

notice mailed shall be deemed delivered five (5) days after the date deposited in the United States Mail with postage prepaid.

22. **Indemnity.** Each Owner agrees to indemnify and hold harmless the other Owners due to any debts, liens, judgments, or charges of any nature accruing against the premises by reason of any act of the indemnifying party.

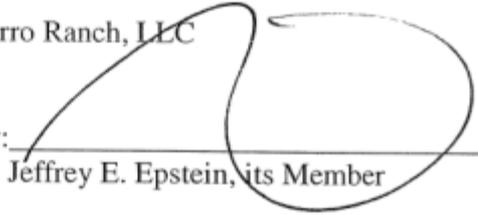
23. **Attorneys Fees; Dispute.** Each Owner's expenses involved with seeking legal advice regarding this Declaration shall be borne by that party. In the event of any dispute arising under the terms of this Declaration, the prevailing party shall be entitled to recover the Owner's costs and attorneys' fees reasonably incurred.

24. **Memorandum.** A memorandum of this Agreement shall be filed for record in the land records of Santa Fe County, New Mexico.

25. **Effective Date.** This agreement is effective as of the date of the signature of all parties hereto.

Date: 1-17-03

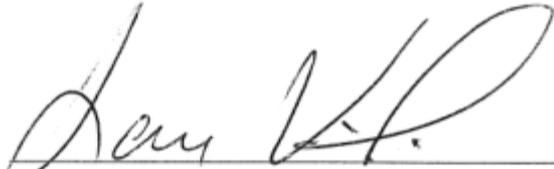
Zorro Ranch, LLC

By: 
Jeffrey E. Epstein, its Member

Address for Notices:

Zorro Ranch, LLC
c/o Darren K. Indyke, Esq.
457 Madison Avenue
New York, NY 10022.

Date: 1-17-03


Larry Visoski

Date: 1-18-03


Eileen Visoski

Address for Notices:

Larry Visoski
Eileen Visoski







Memorandum of Cotenancy Agreement

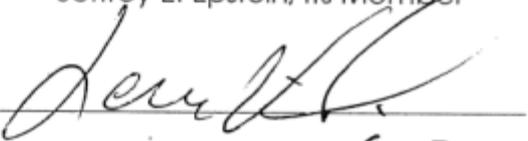
Zorro Ranch, LLC, a New Mexico limited liability company (Zorro Ranch) and Larry Visoski and Eileen Visoski, husband and wife, a joint tenants (collectively: Visoski) are the parties to that certain Cotenancy Agreement (Cotenancy Agreement) affecting ownership of the real property known as "Tract A" as shown on the plat of survey for Zorro Trust prepared by Timothy Ray Oden, N.M.L.S. #8667 dated April 7, 1998 and filed for record on May 15, 1998 as Document No. 1024,521 in Plat Book 386 at page 043 records of Santa Fe County, New Mexico and further described on Exhibit A attached.

It is the intention of the parties to give record notice of the Cotenancy Agreement by recordation of this Memorandum of Cotenancy Agreement.

Date: 1-17-03

Zorro Ranch, LLC
By: 
Jeffrey E. Epstein, Its Member

Date: 1-17-03



Date: 1-18-03



Acknowledgments

State of New York)
) ss.
County of New York)

This instrument was acknowledged before me on January 17th, 2003, by Jeffrey E. Epstein, the sole member of Zorro Ranch, LLC, a New Mexico limited liability company, on behalf of said company.

Notary Public 
My Commission Expires:

LAUREN J. KWINTNER
Notary Public, State of New York
No. 02KW6016686
Qualified in New York County
Commission Expires November 30, 2006

State of New York)
County of New York) ss.

This instrument was acknowledged before me on January 17th, 2003, by Larry Visoski.

Notary Public 
My Commission Expires: **LAUREN J. KWINTNER**
Notary Public, State of New York
No. 02KW6016686
Qualified in New York County
Commission Expires November 30, 2006

State of Fl)
County of Palm Beach) ss.

This instrument was acknowledged before me on 1-18, 2003, by Eileen Visoski.

Notary Public
My Commission Expires:




Termination of Option Agreement

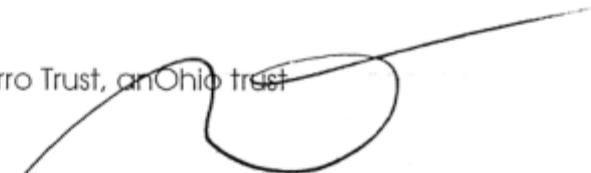
Zorro Trust, an Ohio trust, (Zorro Trust) and **Larry Visoski** and **Eileen Visoski**, husband and wife (collectively: Visoski) are the parties to that certain Option Agreement described in the Memorandum of Option Agreement filed for record on October 9, 1999 as Document No. 1060,762 in Book 1601 at page 281, records of Santa Fe County, New Mexico.

The Option Agreement affects ownership of the real property known as "Tract A" as shown on the plat of survey for Zorro Trust prepared by Timothy Ray Oden, N.M.L.S. #8667 dated April 7, 1998 and filed for record on May 15, 1998 as Document No. 1024,521 in Plat Book 386 at page 043 records of Santa Fe County, New Mexico and further described on Exhibit A attached.

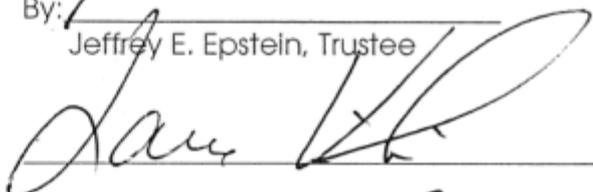
The parties hereby terminate the Option Agreement and agree that the Option Agreement has no further force and effect.

Date: 1-17-03

Zorro Trust, an Ohio trust

By: 
Jeffrey E. Epstein, Trustee

Date: 1-17-03



Date: 1-18-03



Acknowledgments

State of New York)
) ss.
County of New York)

This instrument was acknowledged before me on January 17th, 2003, by Jeffrey E. Epstein, Trustee of Zorro Trust an Ohio trust, on behalf of said Trust.

Notary Public 
My Commission Expires:

LAUREN J. KWINTNER
Notary Public, State of New York
No. 02KV5018686
Qualified in New York County
Commission Expires November 30, 20 06

State of New York)
County of New York) ss.

LAUREN J. KWINTNER
Notary Public, State of New York
No. 02KW6016686
Qualified in New York County
Commission Expires November 30, 20 06

This instrument was acknowledged before me on January 17th, 2003, by Larry Visoski.

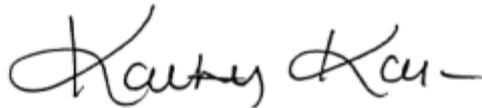
Notary Public 
My Commission Expires:

State of FL)
County of P.B) ss.

LAUREN J. KWINTNER
Notary Public, State of New York
No. 02KW6016686
Qualified in New York County
Commission Expires November 30, 20 06

This instrument was acknowledged before me on 1-17, 2003, by Eileen Visoski.

Notary Public
My Commission Expires:



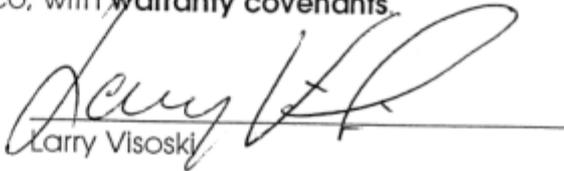


Warranty Deed

Larry Visoski and Eileen Visoski, husband and wife, for consideration paid, grant to Zorro Ranch, LLC, a New Mexico limited liability company, an undivided seventy-five percent (75%) interest and to Larry Visoski and Eileen Visoski, as joint tenants with rights of survivorship, an undivided twenty-five percent (25%), as tenants in common, the real property known as "Tract A" as shown on the plat of survey for Zorro Trust prepared by Timothy Ray Oden, [REDACTED] L.S. #8667 dated April 7, 1998 and filed for record on May 15, 1998 as Document No. 1024,521 in Plat Book 386 at page 043 records of Santa Fe County, New Mexico and further described on Exhibit A attached. The address of grantors is c/o Larry Visoski, 8021 Muirhead Circle, Boynton Beach, Florida 33437.

Subject to: patent reservations and the Declaration of Covenants and Restrictions filed for record on May 15, 1998 as Document No. 1024,522 in Book 1492 at page 550 records of Santa Fe County, New Mexico, with **warranty covenants.**

Date: 1-17-03


Larry Visoski

Date: 1-18-03


Eileen Visoski

Acknowledgment

State of New York)
County of New York) ss.

This instrument was acknowledged before me on January 17, 2003, by Larry Visoski.

Notary Public
My Commission Expires:


LAUREN J. KWINTNER
Notary Public, State of New York
No. 02KW6016586
Qualified in New York County
Commission Expires November 30, 2006

State of Fl)
County of Palmetto) ss.

This instrument was acknowledged before me on 1-13, 2008, by Eileen Visoski.

Notary Public
My Commission Expires:

Kathy Kain



Fax Cover Page

TO:



FROM: LOAN SERVICING PAYOFF DEPARTMENT

TO TD

Comments:

To better serve our customers, our Loan Servicing Payoff Department has enhanced our customer service line to enable you to directly request a payoff statement. All payoff requests should be directed to our Payoff Department in this manner. Please call the number on the payoff statement located on the top left hand side and have the following information available:

- * The nine digit account number
- * Social Security number for the mortgage customer
- * Telephone number and fax number that you would like the statement sent to (if applicable)
- *

Total pages with cover: 4



Sent Using Fax Sr. - Omtool

PAYOFF STATEMENT

GMAC Mortgage Corporation
500 Enterprise Road Suite 150
Horsham PA 19044
Payoff Department [REDACTED]

January 17, 2003

Requested by: [REDACTED]

Closer Fax #: (212) 750-0381

Loan Number: 357309044
Mortgagor & Property Address:

Lawrence P. Visoski Jr
[REDACTED]

Lawrence P. Visoski Jr
Eileen R. Visoski
[REDACTED]

Interest From Date: 01/01/2003
Current Interest Rate: 6.8750%
Escrow Balance: 204.05

Loan Type: UNINSURED
Guaranty Number:
Maturity Date: 02/01/2032

***** THESE FIGURES ARE SUBJECT TO FINAL VERIFICATION *****
UPON RECEIPT OF FUNDS BY GMAC MORTGAGE

Principal	167,392.71
Interest Thru 01/23/2003	725.18
Payoff Statement Fee	20.00
Pof Rec Fee Paid By Homeowner	9.00
Total funds due for payoff:**	168,146.89

Per Diem Interest required:* \$31.53

* Add daily per diem interest from the interest through date to the date payoff funds are received in this office.

** WIRE TRANSFERS - PLEASE NOTE - a \$5.50 incoming wire fee will be assessed as an additional fee to the above quoted figures when payoff funds are received via Wire Transfer. YOU WILL NEED TO ENSURE YOU ADD THIS FEE TO THE TOTAL FUNDS WIRED.

If this is an adjustable rate mortgage, it is subject to interest rate and prepayment penalty interest changes, and principal balance increases. Please contact our office prior to closing escrow.

**** IMPORTANT INFORMATION ****

This is the amount necessary to pay this loan in full subject to final verification by the note holder. Title/Escrow will be held liable for any shortage resulting from a returned item on the last transaction and any payment made thereafter. *** DO NOT "STOP PAYMENT" *** on any previous payment which has already been credited to this account. Escrow funds, if any, will be debited to complete the payoff if necessary. The escrow amount included on this statement is subject to change.

If this loan is automatically drafted, drafting will continue through the date of payoff.

Please be aware, a late charge will be assessed for any payment or payoff not received within the grace period.

YOU ARE RESPONSIBLE FOR COMPLIANCE WITH THE TERMS WITHIN THIS DOCUMENT.

ESCROW ACCOUNT: Issuance of this statement does not alter GMAC Mortgage's responsibility to pay taxes and insurance. If a bill for these items is received prior to the receipt of payoff funds, we will pay them from the escrow account. GMAC Mortgage is not responsible for private agreements between the mortgagor and a third party with regard to the disbursement of the escrow funds.

Tax Information:	Amount	Due Date*
Santa Fe County	\$414.05	12/10/2003
Santa Fe County	\$397.44	05/10/2003

* Disbursements can be made 30-45 days prior to due date.

*** PAYOFF FUNDS REMITTANCE INSTRUCTIONS ***

To receive same day credit and avoid additional day(s) interest, payoff funds must be remitted in U.S. Dollars by cashier's check, certified check, title company check or wire transfer and received by GMAC Mortgage by 2:00 PM Eastern time. Payoff funds will not be applied or credited on weekends or holidays.

CHECK REMITTANCE: When remitting by check, include the customers name, account number, remitter's name and remitter's phone number on the check. The address for registered/express overnight mail delivery is:

Payoff Processing Unit - FMSO
GMAC Mortgage
500 Enterprise Road Suite 150
Horsham PA 19044

WIRE REMITTANCE: For immediate credit of your payoff funds, wired funds must be received by our bank and credited to our account by 2:00 PM Eastern time for same day processing. The wire must reference the following information.

First Union National Bank
For GMAC Mortgage
ABA# [REDACTED]
Account# [REDACTED]
GMAC Mortgage Account# [REDACTED]
Name: Lawrence P. Visoski Jr
Remitter Name: _____
Remitter Phone# _____

Incomplete wire instructions may cause the wire funds to be returned, lost or not applied timely to the account.

PLEASE NOTE - A \$5.50 incoming wire fee will be assessed as an additional fee to the above-quoted figures when payoff funds are received via wire transfer. YOU WILL NEED TO ENSURE YOU ADD THIS FEE TO THE TOTAL FUNDS WIRED.

SHORT PAYOFF FUNDS: If the funds received are not sufficient to pay the account in full, we will utilize funds from the escrow account to complete the payoff. If there is not an escrow account or the funds in the account are not sufficient to pay the account in full, we will return the payoff funds in the same manner as they were remitted. Interest will continue to accrue and late charges may be incurred until sufficient funds are received to pay the account in full. To avoid a short payoff, please request an amended statement by calling [REDACTED] before remitting payoff funds.

FORWARDING ADDRESS: If the mailing address is changing, please complete the following information and return it with the payoff check. If remitting funds via wire, please fax this page to [REDACTED].

Name: Lawrence P. Visoski Jr
Name: Eileen R. Visoski

New Mailing Address: _____

GMAC MORTGAGE CORPORATION
500 ENTERPRISE ROAD SUITE 150
HORSHAM PA 19044

** PAYOFF FUNDS WILL ONLY BE ACCEPTED AT THE ABOVE ADDRESS, **
AND MUST BE IN THE FORM OF CERTIFIED FUNDS.

- A) Interest is calculated on a 365 day year on a partial month basis. If interest is collected for 30 days, due date to due date, interest is calculated on a 360 day basis. (FEBRUARY IN ANY YEAR IS CALCULATED AS 30 DAYS) Interest must be calculated correctly to avoid delays in paying off. You will be responsible for any additional interest we would need to collect due to an improper calculation method being used. If you have any questions, please contact our office prior to payoff to verify procedures.
- B) All payments on this loan must be kept current at all times during the escrow. The escrow holder is responsible for determining the current status of our loan prior to closing of their escrow. Issuance of this statement does not suspend the contract requirement to make monthly mortgage payments when due.
- C) When all instructions in connection with the statement have been completed, and this is not a GMAC Mortgage refinance, you may release our beneficial interest in the fire insurance policy.
- D) We reserve the right to cancel and/or amend the statement at any time prior to closing.
- E) Escrow account:
 - a) If funds have accumulated in an escrow account, and if we have been required to pay interest on said funds as provided by State law, interest will be paid to the date escrow closes. Excess funds remaining in the escrow account, to include interest credited, shall first be applied to any deficit or shortage due before remittance to the customer.
 - b) If this loan is escrowed for the payment of property taxes or insurance, we will pay them as billed/due without further notice. If an escrow deficit is created, we will issue an amended statement. Payment of any deficit is required before the loan can be paid in full.
 - c) If forced insurance has been charged to the escrow account prior to loan payoff, the full amount will be required to payoff the loan. If appropriate evidence of insurance is received, the applicable refund will be issued to borrowers of record within 4-6 weeks.
 - d) Any escrow balance will be refunded after payoff, provided the last payment applied to the account has cleared the institution on which it was drawn.
- F) Receipt of payoff funds will be accepted on a conditional basis, subject to check clearance and verification of the correct remittance. All figures are subject to the clearance of funds in transit and confirmation by the mortgage holder.
- G) AS A COURTESY TO OUR CUSTOMERS AND TO EXPEDITE THE PROCESSING OF THE ATTACHED LOAN PAYOFF, PLEASE PROVIDE GMAC MORTGAGE CORPORATION WITH AS MUCH INFORMATION AS POSSIBLE TO COMPLETE THE RELEASE OF LIEN. (i.e.: BOOK, PAGE, INSTRUMENT NUMBER, LEGAL DESCRIPTION).
- H) THE RECONVEYANCE/SATISFACTION OF MORTGAGE WILL BE FORWARDED TO THE COUNTY RECORDER'S OFFICE AFTER RECEIPT OF PAYOFF FUNDS. IN MT AND UT, THE RELEASE WILL BE FORWARDED FOR PROCESSING TO THE COMPANY THAT PAID THE LOAN IN FULL.
- I) If this account is 2 months or more past due, in foreclosure and/or bankruptcy, you must obtain an amended statement for updated fees within 2 business days of escrow closing.
- J) Please allow five (5) business days for mail delivery. Payoff funds must reach the indicated office by 2:00 PM eastern time in order to be processed on the day of receipt. Funds must be in the form of a cashiers or certified check, unless remitted by a title company.

Larry's Zorro Ranch Investment

GMAC mortgage

Current Loan Principle Balance 8/1/02

\$168,281.92

Building expenses paid not reflected in Loan

House Drawings "Cabber & Hepkerinn"

1,216.15

Gatling Well Drilling 710 feet

7,416.54

Sandia Pump Service (Well Pump System)

2,939.85

2000 gallon storage tank w/ Water softener
and Dual Filter system

3,731.04

1,260.00

Central Electric of New Mexico

Transformer & Electric Cable Installed

6,215.60

Electric Meter

26.56

Bernard Enterprises Construction (Builder)

Addition Bill for Upgrades that were not included

-Slate Flooring through out House

10,060.00

-Knock down wall treatment & Round Dry wall edges

Washer and Dryer

800.00

Refrigerator

1,000.00

Window Treatments \$99.00 X 17

1,683.00

Window Treatment Rods \$14.00 X 14

448.00

Window Blinds

1,325.00

Custom Bathroom Mirror

400.00

Bathroom Fixtures

300.00

Digital Satellite Antenna

350.00

Total Construction \$207,453.66

Includes Insurance and Taxes

Mortgage Payments Paid 27 months @ \$1,212.19 \$32,729.13

New Mexico Electric and Gas Bill Average 27 @ \$150.00 4,050.00

Total Monthly Money spent over 27 months \$36,779.13

Total Money Spent out of pocket on Investment \$ 244,232.79

House was Appraised on January of 2002 @ **\$260,000.00**

I Have Appraisal Report for your review in Palm Beach

Call Me Larry Visoski

Cell phone

no land cost

260,000.00
225 for 756 int

81.11782

168,281.92
207,453.66

\$ 168,750.00
756 int

64.72%

224,395.66 PP

p
Sommer, Udall, Hardwick, Ahern & Hyatt, LLP

A Partnership of Professional Corporations

Street Address
200 West Marcy, Suite 129
Santa Fe, New Mexico 87501

Mailing Address
Post Office Box 1984
Santa Fe, New Mexico 87504

Joseph A. Sommer
Kimball R. Udall
J. Michael Hyatt
Janice M. Ahern

Eric M. Sommer
Jack N. Hardwick
Kurt A. Sommer
Karl H. Sommer

Cheryl Pick Sommer
Tracy T. Howell
Denise M. Laktas
Christopher L. Graeser

Telephone: [REDACTED]
Facsimile: [REDACTED]

January 29, 2003

Darren K. Indyke, Esq.
Zorro Trust, a New York Trust
J. Epstein & Company
457 Madison Avenue
New York, New York 10022

Re: Zorro Ranch, LLC

Dear Mr. Indyke:

Pursuant to Ms. Ahern's instruction, I have enclosed the following original documents for your records:

1. Termination of Option Agreement recorded in Book 2326, page 274-275, records of Santa Fe County, New Mexico;
2. Warranty Deed recorded in Book 2326, page 276-277, records of Santa Fe County, New Mexico; and
3. Memorandum of Cotenancy Agreement recorded in Book 2326, page 278-279, records of Santa Fe County, New Mexico.

Please feel free to call our office if you have any questions.

Very truly yours,



Janice Scarpello
Assistant to Janice M. Ahern

/js
Enclosures

Termination of Option Agreement

2326274

Zorro Trust, an Ohio trust, (Zorro Trust) and Larry Visoski and Eileen Visoski, husband and wife (collectively: Visoski) are the parties to that certain Option Agreement described in the Memorandum of Option Agreement filed for record on October 9, 1999 as Document No. 1060,762 in Book 1601 at page 281, records of Santa Fe County, New Mexico.

The Option Agreement affects ownership of the real property known as "Tract A" as shown on the plat of survey for Zorro Trust prepared by Timothy Ray Oden, N.M.L.S. #8667 dated April 7, 1998 and filed for record on May 15, 1998 as Document No. 1024,521 in Plat Book 386 at page 043 records of Santa Fe County, New Mexico and further described on Exhibit A attached.

The parties hereby terminate the Option Agreement and agree that the Option Agreement has no further force and effect.

Zorro Trust, an Ohio trust

Date: 1-17-03

By: [Signature]
Jeffrey E. Epstein, Trustee

Date: 1-17-03

[Signature]

Date: 1-18-03

[Signature]

Acknowledgments

State of New York)
) ss.
County of New York)

This instrument was acknowledged before me on January 17th, 2003, by Jeffrey E. Epstein, Trustee of Zorro Trust an Ohio trust, on behalf of said Trust.

Notary Public [Signature]
My Commission Expires:

COUNTY OF SANTA FE
STATE OF NEW MEXICO 1246 ss. 183
I hereby certify that this instrument was filed
for record on the 29 day of JAN
20 03 at 2:23 o'clock P
and was duly recorded in book 2326
page 274 - 275 of the records of
Santa Fe County
Witness my Hand and Seal of Office
Rebecca Bustamante
County Clerk, Santa Fe County, [Signature]
[Signature]
Deputy



LAUREN J. KWINTNER
Notary Public, State of New York
No. 02KW5016686
Qualified in New York County
Commission Expires November 30, 20 06

LAUREN J. KWINTNER
Notary Public, State of New York
No. 02KW6016686
Qualified in New York County
Commission Expires November 30, 20 06

State of New York)
County of New York) ss.

This instrument was acknowledged before me on January 17th, 2003, by Larry Visoski.

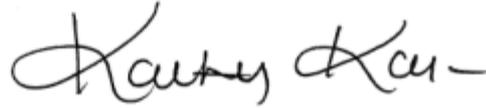
Notary Public 
My Commission Expires:

LAUREN J. KWINTNER
Notary Public, State of New York
No. 02KW6016686
Qualified in New York County
Commission Expires November 30, 20 06

State of FL)
County of PB) ss.

This instrument was acknowledged before me on 1-17, 2003, by Eileen Visoski.

Notary Public
My Commission Expires:





Warranty Deed

Larry Visoski and Eileen Visoski, husband and wife, for consideration paid, grant to Zorro Ranch, LLC, a New Mexico limited liability company, an undivided seventy-five percent (75%) interest and to Larry Visoski and Eileen Visoski, as joint tenants with rights of survivorship, an undivided twenty-five percent (25%), as tenants in common, the real property known as "Tract A" as shown on the plat of survey for Zorro Trust prepared by Timothy Ray Oden, N.M.L.S. #8667 dated April 7, 1998 and filed for record on May 15, 1998 as Document No. 1024,521 in Plat Book 386 at page 043 records of Santa Fe County, New Mexico and further described on Exhibit A attached. The address of grantors is c/o Larry Visoski, 8021 Muirhead Circle, Boynton Beach, Florida 33437.

Subject to: patent reservations and the Declaration of Covenants and Restrictions filed for record on May 15, 1998 as Document No. 1024,522 in Book 1492 at page 550 records of Santa Fe County, New Mexico, with warranty covenants.

Date: 1-17-03

[Signature of Larry Visoski]
Larry Visoski

Date: 1-18-03

[Signature of Eileen Visoski]
Eileen Visoski

Acknowledgment

State of New York)
County of New York) ss.

This instrument was acknowledged before me on January 17, 2003, by Larry Visoski.

[Signature of Notary Public]
Notary Public
My Commission Expires:

COUNTY OF SANTA FE 1246) SS
STATE OF NEW MEXICO 184
I hereby certify that this instrument was filed
for record on the 29 day of Jan
20 03 at 2:24 o'clock P.m
and was duly recorded in book 2326
page 276-277 of the records of

Santa Fe County
Witness my Hand and Seal of Office
Rebecca Bustamante
County Clerk, Santa Fe County, [Seal]
[Signature of Deputy]
Deputy



LAUREN J. KWINTNER
Notary Public, State of New York
No. 02KW6016586
Qualified in New York County
Commission Expires November 30, 20 06

2326277

State of Fl)
County of Palm Beach) ss.

This instrument was acknowledged before me on 1-13, 2008, by Eileen Visoski.

Notary Public
My Commission Expires:

Kathy Kain



Memorandum of Cotenancy Agreement

Zorro Ranch, LLC, a New Mexico limited liability company (Zorro Ranch) and Larry Visoski and Eileen Visoski, husband and wife, a joint tenants (collectively: Visoski) are the parties to that certain Cotenancy Agreement (Cotenancy Agreement) affecting ownership of the real property known as "Tract A" as shown on the plat of survey for Zorro Trust prepared by Timothy Ray Oden, N.M.L.S. #8667 dated April 7, 1998 and filed for record on May 15, 1998 as Document No. 1024,521 in Plat Book 386 at page 043 records of Santa Fe County, New Mexico and further described on Exhibit A attached.

It is the intention of the parties to give record notice of the Cotenancy Agreement by recordation of this Memorandum of Cotenancy Agreement.

Zorro Ranch, LLC

Date: 1-17-03

By: [Signature]
Jeffrey E. Epstein, Its Member

Date: 1-17-03

[Signature]

Date: 1-18-03

[Signature]

Acknowledgments

State of New York)
) ss.
County of New York)

This instrument was acknowledged before me on January 17th, 2003, by Jeffrey E. Epstein, the sole member of Zorro Ranch, LLC, a New Mexico limited liability company, on behalf of said company.

Notary Public
My Commission Expires:

[Signature]

LAUREN J. KWINTNER
Notary Public, State of New York
No. 02KW6016686
Qualified in New York County
Commission Expires November 30, 2006

COUNTY OF SANTA FE / 246185
STATE OF NEW MEXICO
I hereby certify that this instrument was filed
for record on the 29 day of JAN A.D.
20 03 at 2:25 o'clock P.m.
and was duly recorded in book 2326
page 278-279 of the records of
Santa Fe County
Witness my Hand and Seal of Office
Rebecca Bustamante
County Clerk, Santa Fe County, N.M.
[Signature]
Deputy



State of New York)
County of New York) ss.

2326279

This instrument was acknowledged before me on January 17th, 2003, by Larry Visoski.

Notary Public
My Commission Expires:



LAUREN J. KWINTNER
Notary Public, State of New York
No. 02KW6016686
Qualified in New York County
Commission Expires November 30, 2006

State of Fl)
County of Palm Beach) ss.

This instrument was acknowledged before me on 1-18, 2003, by Eileen Visoski.

Notary Public
My Commission Expires:



Law Offices

Sommer, Udall, Hardwick, Ahern & Hyatt, LLP

A Partnership of Professional Corporations

Post Office Box 1984

200 West Marcy Street, Suite 129

Santa Fe, New Mexico 87501

Telephone Number [REDACTED]

Facsimile Number [REDACTED]

Facsimile Memorandum

To: Darren Indyke [REDACTED]
From: Marcie Maestas, Assistant to Janice M. Ahern
Re: Cotenancy Agreement
Date: December 30, 2002

Comments

Ms. Ahern asked that I forward the attached Cotenancy Agreement to you.



NOTE: If you do not receive all of the pages, or material is not legible, please call [REDACTED] [REDACTED] (8:30 a.m. to 5:00 p.m. MST, Monday through Friday)

CONFIDENTIALITY STATEMENT

The information being transmitted with this facsimile memorandum is privileged and confidential, and intended only for the use of the individual or entity addressed at the top of this memorandum. If you have received this transmission in error, please notify us immediately by telephone (you may call collect) so that we can arrange for the retrieval of the documents at no cost to you. If this facsimile transmission is not addressed to you, any dissemination, distribution, copying, or use of this information by you is strictly prohibited.

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