

# EXHIBIT 5

American National Property And Casualty Co.pany  
American National General Insurance Company  
American National Lloyds Insurance Company  
Pacific Property And Casualty Company  
ANPAC Louisiana Insurance Company  
American National County Mutual Insurance Company

CLAIM # 1-H-25NOV<sup>2</sup>3  
POLICY # 41-H-466-965-7  
DATE ISSUED 8-16-10

**SWORN STATEMENT IN PROOF OF LOSS**

To the American National Property and Casualty Company  
under your Policy No. 41-H-466-965-7 issued to Carol and Laura J. Stutte  
(Company) (Insured)

herby make a claim for \$376,275.46 according to the terms and conditions of the said policy and all forms, endorsements, transfers and assignment attached hereto.

The occurrence of the loss was first known to US about 8:11 o'clock P.M. CDT  
on the 4<sup>th</sup> day of September, 2010. Carol Ann Stutte notified the Company at  
(M/U) (I/We)

its office at \_\_\_\_\_ or its Agent at 86-927-8370, Eric Kurtz, Maryville, TN  
on the 7<sup>th</sup> day of September, 2010. We have not previously suffered a  
(I/We)

loss by Fire or Mold; or received payment for such loss, except as follows: none

1. Time and Origin: Residence Structure loss occurred about the hour of 8:11 o'clock CDT P.M., on the 4<sup>th</sup> day of September, 2010. To my/our knowledge, the cause of the said loss is believed to be Fire and origin of the said loss is believed to be unknown

2. Occupancy: The building described, or containing the property described, was occupied at the time of the loss as follows, and for no other purpose whatever: Residence

3. Title and Interest: At the time of the loss the interest of my/our interest in the property described therein was Laura J. Stutte and Carol Ann Stutte. No other person or persons had any interest therein or incumbrance thereon, except: Chase Home Finance (1<sup>st</sup> mortgage) + Wells Fargo Bank, N.A. (2<sup>nd</sup> Mortgage)

4. Changes: Since the said policy was issued there has been no assignment thereof, or change of interest, use, occupancy, possession, location, additions to, remodeling or exposure of the property described, except: none

Notification: I/We were first made aware of the loss by phone by neighbor's daughter, Jade Black at approximately 8:11 P.M. on the 4<sup>th</sup> day of September, 2010. The loss was reported to the following public entities (fire and/or police): by neighbor's daughter, Jade Black

6. Whereabouts: To the best of my/our knowledge, my/our physical whereabouts were Nashville, Tennessee (Location) at the Wildhorse Saloon at the time of the loss.

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**INSURANCE, LOSS AND CLAIM AMOUNT:** Any particular account of the loss attached/included with this sworn statement forms part of this proof. The actual cash values of the property insured, the actual amount of loss or damage, the total insurance thereon at the time of the said loss and the amount claimed by me/us under this policy are as follows:

Description of Property Involved	Replacement Cost \$	Cash Value \$	Claims Under this Policy \$
residence structure @ 2715 Highway 360 Vanore, TN 37885			\$206,000.00
Personal Property			\$69,133.31
Other Structures: Detached 3car garage window, priming, painting			\$1,142.15
Totals			\$276,275.46

**OTHER INSURANCE:** There is no other contract of insurance written or oral, valid or invalid, except (Insurers and amounts):  
none

The said loss did NOT originate by any act, design, or procurement on the part of the insured or this affiant; nothing has been done by or with the privity or consent of the insured or this affiant to violate the conditions of this policy, or render it void; no articles are mentioned herein or in annexed schedules but such as were in the building damaged or destroyed, and belonging to, and in possession of the said insured at time of said loss; no property saved has been in any manner concealed, and no attempt to deceive the said Company, as to the extent of said loss, has in any manner been made. Any other information that may be required will be furnished and considered a part of this proof.

It is agreed by the insured that upon payment of this claim the Insurance Company is hereby subrogated to all claims and rights of action of the undersigned against any third person or persons, firm, corporation or estate to the amount so paid, and the undersigned assigns and sets over to the said company all such claims with the right to prosecute the said action or actions in the name of the assignor. I/We hereby covenant that no release as to such payment has been made or will be given to any third party except in compliance with the terms of my/our policy agreement with the company.

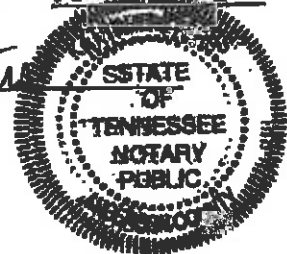
The furnishing of this blank or the preparation of proofs by a representative of the above insurance company is not a waiver of any of its rights.

STATE OF Tennessee  
COUNTY OF Anderson

X Latana J. Stutte  
MUST BE SIGNER OR DIRECT  
OFFICER  
INSURED/AFFIANT

10-27-10  
DATE  
10-27-10

Subscribed and sworn to before me this 27<sup>th</sup> day of October, 2010  
NOTARY PUBLIC



**NOTE: IMPORTANT STATE LAW NOTIFICATIONS REGARDING FRAUD ARE INCLUDED AS AN ADDENDUM TO THIS FORM WHEN SENT FROM COMPANY**