

North Carolina Department of Insurance
INVESTIGATIONS DIVISION

Insurance Policy Information
Theodore Mead Kimble

Insured: Patricia Kimble
Theodore M. Kimble

Insurer: The Maryland Group
Policy # TH 45004579

Policy data: Homeowners policy. A claim was filed on 4/5/93 as a result of theft from a residential breaking and entering. The claim was settled for \$ 6,340.00.

Another claim was filed on 2/7/95 as the result of theft from another residential breaking and entering. The claim was settled for \$4,454.64. An Olympus camera was reported as stolen. An Olympus camera was recovered from the residence of Theodore and Patricia Kimble during the course of the homicide and arson investigation.

Claim # 214F507840 was filed by Ted Kimble for the 10/9/95 fire loss. The claim amounted to \$ 247,842.28. Review of supporting documentation furnished to the insurer in support of the claim appear to be inflated. For example, the personal property inventory presented by Ted Kimble claimed replacement costs of an unscheduled personal property inventory totaling \$ 191,215.00, including clothing valued at \$ 86,770.70. Of that amount \$62,679.70 was allegedly purchased within the past two years. Ted Kimble's claim included linen, sheets, and bath accessories purchased in a single day in the amount of \$ 4,787.52.

Claims payments
to date:

<u>Date</u>	<u>Amount</u>	<u>Payee</u>	<u>For</u>
10/13/95	\$ 1,000.00	Ted Kimble	Advanced living expenses
10/25/95	5,000.00	Ted Kimble	Additional advance, living expenses
3/6/96	8,855.90	Patricia Kimble estate, mortgage companies	Advance on dwelling loss
6/18/96	2,533.65	Estate, Ted Kimble First Restoration	Clean up, debris removal
6/28/96	16,350.00	Ronnie Kimble	Living expenses (rent)
2/6/97	52,606.35	Estate	Final- contents
2/6/97	<u>53,417.34</u>	Estate	Final- dwelling repairs
Total	\$ 139,763.24		

< - >

Kimble File

<u>Insurer</u>	<u>Insured</u>	<u>Information</u>
The Maryland Group	Patricia Kimble Ted Kimble	Homeowners coverage-See below

A claim was filed for a 4/5/93 date of loss due to a residential breaking, entering and theft. Claim was settled for \$6340.00.

A claim was filed for a 2/7/95 date of loss due to a residential breaking, entering and theft. Claim was settled for \$4454.64.

Each of these "B & E's" has been investigated by Det. Church of the Guilford Sheriff Department, who has advised he has recovered an Olympus camera (and has same in the evidence room) from the Kimble residence which was reportedly taken during a theft and which was listed on 2/7/95 claim submitted to the insurance company.

A claim was filed by Ted Kimble for a 10/9/95 date of loss due to theft and fire in the amount of \$247,842.28. Kimble's wife Patricia was found in the home after the fire and it was determined she had been shot prior to the fire. Review of supporting documents furnished to the insurer in support of this claim appear to be inflated, i.e. personal property inventory presented by Kimble indicated a total replacement cost of approximately \$191,215.00. Of particular interest were clothing items; for example, Kimble listed his wardrobe at a replacement cost of \$17,822.70, all of which was purchased within the last 2 years, and his wife's wardrobe at a replacement cost of \$68,948.00, with \$44,857.00 of her clothing having been purchased within the last 2 years. On the total inventory, there is in excess of approximately \$120,000.00 of personal property listed as having been purchased within the last 2 years (see attached partial listing of inventory).

Additionally, Kimble submitted a claim for linen, sheets, bath accessories, etc. in the amount of \$4787.52...a one-day purchase(?26 bath towels, 26 wash cloths).

This claim was paid as follows: (see attached check copies)

<u>Date</u>	<u>Amount</u>	<u>Paid To</u>	<u>For</u>
10/13/95	\$ 1,000.00	Ted Kimble	Advance-living expense
10/25/95	5,000.00	Ted Kimble	Additional advance
3/6/96	8855.90	Patricia Kimble	
		Estate & Mortgage companies-	Advance-dwelling loss
6/18/96	2533.65	Estate, Ted Kimble	
		& 1st Restoration	Clean-up, debris removal
8/28/96	16,350.00	Ronnie Kimble	
		(Ted's Father)	Living expense
2/6/97	52,606.35	Estate	Final - contents
2/6/97	53,417.34	Estate	Final - dwelling repairs

50-937
213

CLAIM NUMBER 214F	CO. CODE 507240	POLICY NUMBER 13 TH045004579	ACC/LOSS DATE 10-09-95
INSURED KIMBLE, TED			DATE ISSUED 10-25-95

MarylandCasualty
a member of The Maryland Insurance Group

0010775

\$5,000.00

CLAIM SUFFIX	TYPE	TRANS CODE	BASIC LINE	APPORTIONMENT	UNDERWRITING OFFICE
02	CONT	21	04	5000.00	SOUTHEAST REGION
					ACORDIA OF NORTH CAROLINA, NC PRODUCING AGENT

\$ 5,000.00**
AMOUNT

THIS DRAFT ISSUED FOR ADDITIONAL ADVANCE FOR FIRE LOSS

TEL Kimble

PAYABLE THROUGH THE CHASE MANHATTAN BANK, N.A. STRACOSE, NEW YORK

NON-NEGOTIABLE

AUTHORIZED SIGNATURE

NAME
M. BARTALLO

CLAIM OFFICE

FIELD FILE COPY

180023 Rev. 4-94

CLAIM NUMBER 214F4507840	CO. CODE 02	POLICY NUMBER TH045004579	ACC/LOSS DATE 10-09-95
INSURED Patricia and Ted Kimble			DATE ISSUED 10-13-95

MarylandCasualty
a member of The Maryland Insurance Group

15-158
540

763828

CLAIM SUFFIX	TYPE	TRANS CODE	BASIC LINE	APPORTIONMENT	UNDERWRITING OFFICE
01	HO	21	04	\$1,000.00	Asheville, NC
					Acordia of NC Greensboro, NC PRODUCING AGENT

\$1,000.00**
AMOUNT

THIS DRAFT ISSUED FOR Fire Loss - Advance toward contents and additional living expense

Ted Kimble
P.O. BOX 160
Pleasant Garden, North Carolina 27313

PAYABLE THROUGH FIRST NATIONAL BANK OF MARYLAND, DC WASHINGTON, DC

NON-NEGOTIABLE

AUTHORIZED SIGNATURE

NAME
Marie Bartallo
Mid Atlantic Clm Cntr
CLAIM OFFICE

⑆05400⑆589⑆ 355 9505 9⑆⑆

FIELD OFFICE COPY

CLAIM NUMBER 14 F 507340	CO CODE 13	POLICY NUMBER THO45004579	ACLOSS DATE 10 09 95
INSURED KIMBLE, PATRICIA			DATE ISSUED 08-23-96

MarylandCasualty
a member of The Maryland Insurance Group
SGN 237883044

0347095
\$16,350⁰⁰

CLAIMS UNIT	TYPE	TRANS CODE	BASIC LINE	APPORTIONMENT	UNDERWRITING OFFICE
01	BLDS	21	04	16350.00	SOUTHEAST REGION
					ACORDIA OF NORTH CAROLINA, INC 00925893
PRODUCING AGENT					

\$16,350.00**
AMOUNT

THIS DRAFT ISSUED FOR ADDITIONAL LIVING EXPENSE FOR 327 DAYS AT \$50.00 PER DAY

NON-NEGOTIABLE

PAYABLE THROUGH
THE CHASE MANHATTAN BANK, N.A.
SYRACUSE, NEW YORK

RONNIE L. KIMBLE
3818 LIBERTY RD.
JULIAN NC 27886

AUTHORIZED SIGNATURE
LINDA L. LAFONTAINE
NAME
NPO BALTIMORE

CLAIM OFFICE

FIELD FILE COPY

0347095 0347095 0347095 0347095

CLAIM NUMBER 214 F 507340	CO CODE 13	POLICY NUMBER THO45004579	ACLOSS DATE 10 09 95
INSURED KIMBLE, PATRICIA			DATE ISSUED 06-13-96

MarylandCasualty
a member of The Maryland Insurance Group

50-937
213
0346085

CLAIMS UNIT	TYPE	TRANS CODE	BASIC LINE	APPORTIONMENT	UNDERWRITING OFFICE
02	CONT	21	04	2533.65	SOUTHEAST REGION
					ACORDIA OF NORTH CAROLINA, INC 00925893
PRODUCING AGENT					

\$2533.65

\$2,533.65**
AMOUNT

THIS DRAFT ISSUED FOR CONTENTS REMOVAL RESULTING FROM THE 10/9/95 FIRE AT THE PATRICIA AND TED KIMBLE LOCATION

NON-NEGOTIABLE

PAYABLE THROUGH
THE CHASE MANHATTAN BANK, N.A.
SYRACUSE, NEW YORK

ESTATE OF PATRICIA KIMBLE, AND TED KIMBLE AND FIRST RESTORATION SERVICE
W MURT SEEBER
P.O. BOX 4848
BRUNSBORO NC 27404

AUTHORIZED SIGNATURE
LINDA L. LAFONTAINE
NAME

CLAIM OFFICE

FIELD FILE COPY

0346085 0346085 0346085 0346085

CLAIM NUMBER 214 F 507340	CO CODE 02	POLICY NUMBER THO 45004579	ACLOSS DATE 10/09/95
INSURED Patricia & Ted Kimble			DATE ISSUED 03/06/96

MarylandCasualty
a member of The Maryland Insurance Group

15-158
540
767599

CLAIMS UNIT	TYPE	TRANS CODE	BASIC LINE	APPORTIONMENT	UNDERWRITING OFFICE
01	BLDG	21	04	\$8,855.90	Raleigh, NC
					Acordia of North Carolina
PRODUCING AGENT					

\$8,855.90
AMOUNT

THIS DRAFT ISSUED FOR Advance towards dwelling loss due to fire.

NON-NEGOTIABLE

PAYABLE THROUGH
FIRST NATIONAL BANK OF MARYLAND, DC
WASHINGTON, DC

The Estate of Patricia Kimble & Ted Kimble and Colonial Mortgage Co., Nations Bank and First Restoration Svcs.
P.O. Box 160
Pleasant Garden, NC 27313

AUTHORIZED SIGNATURE
NAME
Marie Bartello
MP3 Hunt Valley, MD
CLAIM OFFICE

50-937
213

CLAIM NUMBER: 214-F-507340
CO CODE: 13
POLICY NUMBER: TH045004579
ACROSS DATE: 10/09/95

MarylandCasualty
a member of The Maryland Insurance Group

INSURED: Patricia & Ted Kimble
DATE ISSUED: 2/6/97

00137508

CLAIM SUFFIX	TYPE	TRANS CODE	BASIC LINE	APPORTIONMENT	UNDERWRITING OFFICE
02	CONT	22	04	\$52,606.35	2C SOUTHEAST REGION
					ACORDIA OF NORTH CAROLINA
PRODUCING AGENT					

PAY THIS SUM
****52,506.35****

THIS DRAFT IS ISSUED FOR: FINAL PAYMENT OF CONTENTS

Cache Henderson, Atty in trust for
Estate of Patricia Kimble
4200 N. Church Street
Greensboro, NC 27455

PAY THROUGH
THE CHASE MANHATTAN
BANK, N.A.
SYRACUSE, NEW YORK

NON-NEGOTIABLE
Linda [Signature]
AUTHORIZED SIGNATURE

NAME
MAC
CLAIM OFFICE

CLAIM FILE COPY

⑆021309379⑆ 60100204344700

50-937
213

CLAIM NUMBER: 214-F-507340
CO CODE: 13
POLICY NUMBER: TH045004579
ACROSS DATE: 10/09/95

MarylandCasualty
a member of The Maryland Insurance Group

INSURED: Patricia & Ted Kimble
DATE ISSUED: 2/6/97

00137509

CLAIM SUFFIX	TYPE	TRANS CODE	BASIC LINE	APPORTIONMENT	UNDERWRITING OFFICE
01	BLDG	21	04	\$53,417.34	2C SOUTHEAST REGION
					ACORDIA OF NORTH CAROLINA
PRODUCING AGENT					

PAY THIS SUM
****53,417.34****

THIS DRAFT IS ISSUED FOR: Dwelling Repairs

Cache Henderson, Atty in trust for
Estate of Patricia Kimble
4200 N. Church Street
Greensboro, NC 27455

PAY THROUGH
THE CHASE MANHATTAN
BANK, N.A.
SYRACUSE, NEW YORK

NON-NEGOTIABLE
Linda LaFontaine
AUTHORIZED SIGNATURE


NAME
MAC
CLAIM OFFICE

CLAIM FILE COPY

⑆021309379⑆ 60100204344700

To: Jim Chuach
From: Gray K. Reilly

ITEMS REQUESTED



T. M. MAYFIELD & CO.

ADJUSTERS OF LOSSES FOR INSURANCE COMPANIES



P. O. Box 41114
Raleigh, NC 27629
January 15, 1996

Mr. Bruce Berger, Attorney at Law
Yates, McLamb & Weyher, L.L.P.
Suite 350, Carolina Place
2626 Glenwood Avenue
Raleigh, NC 27608

Re: Maryland Insured: Patricia & Ted Kimble
Maryland Claim #: 214IF507840
D/L: 10-9-95
Our File: RAL02941

Dear Mr. Berger:

This supplements our report of December 4, 1995.

ENCLOSURES

- 1 - Inventory Presented for UPP
- 2 - Invoice for Completed Services from First Restoration Services
- 3 - Interim Adjuster's Invoice

ADJUSTMENT

Dwelling: Reference is made to our previous report. As a matter of interest, Gerry Havlena, the general contractor who performed the tear out, now advises that he has done nothing further on repairs due to Mr. Kimble's lack of commitment to have him perform the repairs per our estimate. Mr. Havlena's impression was that Mr. Kimble wanted to "cherry pick" the estimate, i.e. to perform certain tasks himself and to provide through his resources the carpet, doors, etc.

I am enclosing an invoice for completed services on the dwelling totaling \$8,222.90.

UPP: I am enclosing the UPP inventory presented by Mr. Kimble indicating a grand total replacement cost of approximately \$191,215.00. You will note that Mr. Kimble listed neither the vendor nor the original cost of any item. In my opinion, the prices are highly inflated, particularly on clothing items; for example, Mr. Kimble has listed his wardrobe at a replacement cost of \$17,822.70, all of which was purchased within the last 2 years, and his wife's wardrobe at a replacement cost of \$68,948.00, with \$44,857.00 of her clothing having been purchased within the last 2 years.

Asheville, N.C.
(704) 258-8102
Fax (704) 258-8015

Boone, N.C.
(704) 297-8520
Fax (704) 297-8522

Charlotte, N.C.
(704) 525-3636
Fax (704) 525-3900

Gastonia, N.C.
(704) 864-7756
Fax (704) 864-5992

Raleigh, N.C.
(919) 954-1211
Fax (919) 954-8742

Salisbury, N.C.
(704) 633-0437
Fax (704) 633-6737

Anderson, S.C.
(803) 226-6091

Charleston, S.C.
(803) 554-7633

Columbia, S.C.
(803) 765-0830

Greenville, S.C.
(803) 232-3551

Surfside Beach, S.C.
(803) 238-1400

Mr. Bruce Berger

Page 2

January 15, 1996

Insured: Patricia & Ted Kimble

On the total inventory, there is in excess of approximately \$120,000.00 of personal property listed as having been purchased within the last 2 years. For further details, see the attached inventory.

Mr. Kimble has submitted as part of his inventory pages captioned "Expenses" totaling \$909.40, which he identifies as charges incurred for friends, family, meals, etc. to prepare the personal property inventory. It is the insured's duty under the policy to present his claim and I don't feel coverage would be provided for these expenses.

Due to my inability to verify the accuracy of the replacement cost prices with the limited information provided, I have not attempted to arrive at the actual cash value loss.

I am enclosing an invoice from First Restoration Services for removal of the contents, which includes moving some of the items to their warehouse for storage.

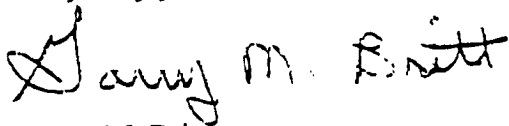
DRAFT REQUEST

By copy of this letter we are requesting that Marie Bartello issue draft to First Restoration Services in the amount of \$11,389.55 and forward direct to First Restoration Services.

Please review this report and provide your instructions on further handling.

As our file has been open for more than 60 days, we are submitting our interim bill for services.

Very truly yours,



Garry M. Britt
General Adjuster

GMB:sb

cc: Marie Bartello, The Maryland Insurance Group

January 19, 1996

Ms. Marie Bartello
P. O. Box 5258
Timonium, MD 21094

Re: Theodore Kimble
TH45004579

Dear Ms. Bartello:

Please find enclosed the sworn statement in Proof of Loss. I have previously forwarded to you numerous forms designated as Insured's Statement of Claim. Also you are aware of an estimate by First Restoration Services for repairs to the house.

As to the Insured's Statement of Claims forms, I did the best I could in estimating dates of purchase of various items, but I was not able to be exact in many instances. I did the best I could at estimating the replacement cost of those items. The only way I knew to do this was to try to compare what those particular items were selling for in Greensboro in the last three months. I realize many of the items have lost value over the years, but I attempted to list what it would cost to replace these items today. I did not attempt to list what was actually paid for these items. (Some of these items were wedding gifts, etc.) As I understood your instructions, this was the way I was supposed to proceed.

I have been as thorough as possible in trying to reconstruct what was destroyed by the fire and to fill in these forms in accordance with your instructions. As I understood from our phone conversation today, you are satisfied with the manner in which I have filled out these forms. Please inform me if I need to make any corrections or changes and I will do so.

In addition, we discussed the fact that I have been living with my parents instead of renting a motel room and settled on a price of \$50.00 a day rent for the use of my parents' home. At the present time I have been living with my parents for over three months, and it will take another four to six months to repair my house. Therefore, on my Cost of Living Claim I would think that seven months would be adequate at \$50.00 per day or \$10,500.00.

In calculating the total insurance for paragraph 5, I added the coverages on the building, personal property and loss of use.

To determine the Actual Cash Value for paragraph 6, I added the amount of the appraisal on the house done by Nationsbank in 1995, less \$20,000.00 for the value of the land, to the replacement values of the various items of personal property and the per diem costs for an alternative residence.

The Whole Loss and Damage figure represents the estimate done by First Restoration Services plus the value of the personal property plus the loss of use figure.

The Amount Claimed for paragraph 8 is the same as paragraph 7. It seemed like the appropriate figure. Again, I understand that the company will depreciate the personal property figure considerably and I do not expect to receive the "Amount Claimed."

Please inform me if I need to complete any other forms or if I have done anything incorrectly. I understand your company will depreciate the value of all the listed items and will determine the amount to be paid in settlement of this claim. I will be glad to discuss any details with you at your convenience.

Thank you for your help in processing this claim. It has been an overwhelming task to try to estimate the value of all these items and I appreciate your help in getting these things together.

Sincerely,



SWORN STATEMENT IN PROOF OF LOSS

\$ 163,590.00
AMOUNT OF POLICY AT TIME OF LOSS
10-31-92
DATE ISSUED
10-31-95
DATE EXPIRES

TH45004579
POLICY NUMBER
Garrettsville NC
AGENCY AT
Acordia of NC
AGENT

To the MacLard Insurance Group
of _____

At time of loss, by the above indicated policy of insurance you insured Theodore & Patricia Kimple
Residence at 2104 Boardman Station Ct. Garrettsville NC 27313

against loss by Fire & theft to the property described according to the terms and conditions of the said policy and all forms, endorsements, transfers and assignments attached thereto.

1. Time and Origin: A Fire & theft loss occurred about the hour of 9:45 o'clock P M.,
STATE KIND

on the 9th day of Oct 19 95 The cause and origin of the said loss were: Fire & theft

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: AS A RESIDENCE

3. Title and Interest: At the time of the loss the interest of your insured in the property described therein was ownership
No other person or persons had any interest therein or incumbrance thereon, except: Theodore Kimple marital interest

4. Changes: Since the said policy was issued there has been no assignment thereof, or change of interest, use, occupancy, possession, location or exposure of the property described, except: N/A

5. Total Insurance: The total amount of insurance upon the property described by this policy was, at the time of the loss, \$ 163,590.00, as more particularly specified in the apportionment attached under Schedule "C", besides which there was no policy or other contract of insurance, written or oral, valid or invalid (Building, Personal Property & loss of use)

6. The Actual Cash Value of said property at the time of the loss was \$ 277,842.28
7. The Whole Loss and Damage was \$ 247,842.28
8. The Amount Claimed under the above numbered policy is \$ 247,842.28

The said loss did not originate by any act, design or procurement on the part of your insured, or this affiant; nothing has been done by or with the privity or consent of your insured or this affiant, to violate the conditions of the policy, or render it void; no articles are mentioned herein or in annexed schedules but such as were destroyed or damaged at the time of said loss; no property saved has in any manner been 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.

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.

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES A STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME.

State of North Carolina
County of Guilford

Theodore M. Kimple Insured

Subscribed and sworn to before me this 29th day of January 19 96

Cynthia A. Knight Notary Public My Commission Expires: 2/05/99

1925

T. M. MAYFIELD & CO.

ADJUSTERS OF LOSSES FOR INSURANCE COMPANIES



Post-It® Fax Note	7671	Date	1-16	# of pages	2
To	Marie Bartells	From	D. Butz		
Co./Dept.	Md Cas.	Co.			
Phone #		Phone #			
Fax #	800-404-9987	Fax #			

P. O. Box 41114
Raleigh, NC 27629
January 15, 1996

... 2/608

Re: Maryland Insured: Patricia & Ted Kimble
Maryland Claim #: 21411507840
D/L: 10-9-95
Our File: RAL02941

Dear Mr. Berger:

This supplements our report of December 4, 1995.

ENCLOSURES

- 1 - Inventory Presented for UPP
- 2 - Invoice for Completed Services from First Restoration Services
- 3 - Interim Adjuster's Invoice

ADJUSTMENT

Dwelling: Reference is made to our previous report. As a matter of interest, Gerry Havlena, the general contractor who performed the tear out, now advises that he has done nothing further on repairs due to Mr. Kimble's lack of commitment to have him perform the repairs per our estimate. Mr. Havlena's impression was that Mr. Kimble wanted to "cherry pick" the estimate, i.e. to perform certain tasks himself and to provide through his resources the carpet, doors, etc.

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Ashville, N.C.
(704) 258-8102
Fax (704) 258-8015

Boone, N.C.
(704) 297-6520
Fax (704) 297-6522

Charlotte, N.C.
(704) 525-3636
Fax (704) 525-3900

Gastonia, N.C.
(704) 854-7756
Fax (704) 864-5992

Raleigh, N.C.
(919) 954-1211
Fax (919) 954-8742

Salisbury, N.C.
(704) 633-0437
Fax (704) 633-6737

Anderson, S.C.
(803) 228-6091
Fax (803) 225-8779

Charleston, S.C.
(803) 554-7633
Fax (803) 747-8110

Columbia, S.C.
(803) 765-0830
Fax (803) 765-0383

Greenville, S.C.
(803) 232-6551
Fax (803) 232-0977

Surfside Beach, S.C.
(803) 238-1400
Fax (803) 238-1801

Mr. Bruce Berger
Page 2
January 15, 1996

Insured: Patricia & Ted Kimble

On the total inventory, there is in excess of approximately \$120,000.00 of personal property listed as having been purchased within the last 2 years. For further details, see the attached inventory.

Mr. Kimble has submitted as part of his inventory pages captioned "Expenses" totaling \$909.40, which he identifies as charges incurred for friends, family, meals, etc. to prepare the personal property inventory. It is the insured's duty under the policy to present his claim and I don't feel coverage would be provided for these expenses.

Due to my inability to verify the accuracy of the replacement cost prices with the limited information provided, I have not attempted to arrive at the actual cash value loss.

I am enclosing an invoice from First Restoration Services for removal of the contents, which includes moving some of the items to their warehouse for storage.

DRAFT REQUEST

By copy of this letter we are requesting that Marie Bartello issue draft to First Restoration Services in the amount of \$11,389.55 and forward direct to First Restoration Services.

Please review this report and provide your instructions on further handling.

As our file has been open for more than 60 days, we are submitting our interim bill for services.

Very truly yours,

Garry M. Brill

Garry M. Brill
General Adjuster

GMB:sb

*Removal contents
Disposal -
25% over to Hard
warehouse 2533.65*

*Tear out
Dorm
Steps Take
to min.
damage 8,855.90*

cc: Marie Bartello, The Maryland Insurance Group

SWORN STATEMENT IN PROOF OF LOSS

\$ 163,590.00
AMOUNT OF POLICY AT TIME OF LOSS
10-31-92
DATE ISSUED
10-31-95
DATE EXPIRES

TH45004579
POLICY NUMBER
GREENSBORO NC
AGENCY AT
ACORDIN & N.
AGENT

To the MACYLAND Insurance Group
of _____

At time of loss, by the above indicated policy of insurance you insured Theodore & Patricia Kimble
Residence at 2104 Brandon Station Ct. Greensboro NC 27313

against loss by Fire & Theft to the property described according to the terms and conditions of the said policy and all forms, endorsements, transfers and assignments attached thereto.

1. Time and Origin: A Fire & Theft loss occurred about the hour of 2:45 o'clock P M.
on the 9th day of Oct 19 95. The cause and origin of the said loss were: Fire & Theft

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: AS A RESIDENCE

3. Title and Interest: At the time of the loss the interest of your insured in the property described therein was ownership
No other person or persons had any interest therein or in-
cumbance thereon, except: Theodore Kimble, marital interest

4. Changes: Since the said policy was issued there has been no assignment thereof, or change of interest, use, occupancy, possession, loca-
tion or exposure of the property described, except: N/A

5. Total Insurance: The total amount of insurance upon the property described by this policy was, at the time of the loss,
\$ 163,590.00, as more particularly specified in the apportionment attached under Schedule "C", besides which there
was no policy or other contract of insurance, written or oral, valid or invalid. (Building, Personal Property - 1055 of use)

6. The Actual Cash Value of said property at the time of the loss was \$ 277,842.28
7. The Whole Loss and Damage was \$ 247,842.28
8. The Amount Claimed under the above numbered policy is \$ 247,842.28

The said loss did not originate by any act, design or procurement on the part of your insured, or this affiant; nothing has been done by or with the privity or consent of your insured or this affiant, to violate the conditions of the policy, or render it void; no articles are mentioned herein or in annexed schedules but such as were destroyed or damaged at the time of said loss; no property saved has in any manner been 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.

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.

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO FRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES A STATEMENT OF CLAIM CON-
TAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MA-
TERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME.

State of North Carolina
County of Guilford
Theodore M. Kimble Insured

Subscribed and sworn to before me this 19th day of January 19 96
H. N. V. H.

David Patton ex 201
Belts # 465 910-299-7633

INSURED'S STATEMENT OF CLAIM
(see reverse side for instructions)

Jeds Clothes

Following is a full and complete statement of said loss in detail:

QTY	COMPLETE DESCRIPTION OF PROPERTY COMPRISING CLAIM	MFR/BRAND NAME AND SERIAL/MODEL NUMBER	DOCUMENTATION	ORIGINAL COST OF PROPERTY	DATE OF PURCHASE (If gift or inheritance give date or age of item)	PLACE OF PURCHASE (Store and Location)	REPLACEMENT COST OF IDENTICAL ITEM AND/OR REPAIR COST	ACTUAL CASH VALUE	OFFICE USE ONLY		
84	See shirts	2696			1 to 2 yrs		24 ⁰⁰				
21	Knit shirts (Polo etc.)	DP 375			"		78 ⁰⁰				
12	Dress slacks	3361			"		95 ⁰⁰				
4	Suits	3283			"		395 ⁰⁰				
16	ties	3280			"		375 ⁰⁰				
33	Dress shirts	3665			"		79 ⁰⁰				
3	Tennis shoes	950204			"		1299 ⁸				
2	Boots	5534			"		165 ⁰⁰				
1	Dress shoes	151271			"		5199				
17	shorts	3355			"		34 ⁰⁰				
6	Dress shorts	3655			"		55 ⁰⁰				
8	Ball Caps	C3650			"		15 ⁰⁰				
1	Cowboy hat	C4361			"		65 ⁰⁰				
2	Duffel Bag	C6660			"		195 ⁰				
8	Sweaters	64608			"		88 ⁰⁰				
2	Bath robes	4396			"		85 ⁰⁰				
1	Oakley Sunglasses	646885			"		2 ⁰⁰				
							12,663.93				
							759.83				
TOTALS:								13,423.75			

Section 817.234(2)(b), Florida Statutes, provides that "Any person who knowingly and with intent to injure, defraud or deceive any insurance company files a statement of claim containing false, incomplete or misleading information is guilty of a felony of third degree."

INSURED'S SIGNATURE: Ted Kimble DATE: 12/4/95

INSURED'S SIGNATURE: _____ DATE: _____

Belts # 465

910-299-7633

INSURED'S STATEMENT OF LOSS
(see reverse side for instructions)

Jeds clothes PAGE # 2

Following is a full and complete statement of said loss in detail:

QTY	COMPLETE DESCRIPTION OF PROPERTY COMPRISING CLAIM	MFR/BRAND NAME AND SERIAL/MODEL NUMBER	DOCUMENTATION	ORIGINAL COST OF PROPERTY	DATE OF PURCHASE (If gift or inheritance give date or age of item)	PLACE OF PURCHASE (Store and Location)	REPLACEMENT COST OF IDENTICAL ITEM AND/OR REPAIR COST	ACTUAL CASH VALUE	OFFICE USE ONLY	
36	Blue jeans	3631			1 to 2 yrs		4950			
4	Sweatpants	3996			"		5800			
17	Sweatshirts	3655			"		5500			
20	Underware 3PK	C3691			"		1800			
6	silk underwear	2696			"		2000			
8	long handles	C3691			"		2600			
6	Belts	1963			"		4000			
7	suspenders	3640			"		2000			
32	socks (pairs)	C2650			"		650			
1	Coat	3622			"		17500			
1	Football Cleats	BIKIBI			"		6900			
7	silk dress shirt	DP352			"		4750			
1	gloves	70348			"		3500			
2	umbrella	C3790			"		2000			
15	Under-shirts 3PK	3690			"		849			
					"					
					"					

Section 817.234(2)(b), Florida Statutes, provides that "Any person who knowingly and with intent to injure, defraud or deceive any insurance company files a statement of claim containing false, incomplete or misleading information is guilty of a felony of third degree."

4149.95
249.00

TOTALS:

4,398.95

INSURED'S SIGNATURE: *[Signature]*

DATE: 12-7-93

INSURED'S SIGNATURE: _____

DATE: _____

Bank 4 persons / UNINSURED'S STATEMENT OF CLAIM
 no catalog available (see reverse side for instructions)

Following is a full and complete statement of said loss in detail:

ITEM NO.	COMPLETE DESCRIPTION OF PROPERTY COMPRISING CLAIM	MFR/BRAND NAME AND SERIAL/MODEL NUMBER	DOCUMENTATION	ORIGINAL COST OF PROPERTY	DATE OF PURCHASE (If gift or inheritance give date or age of item)	PLACE OF PURCHASE (Store and Location)	REPLACEMENT COST OF IDENTICAL ITEM AND/OR REPAIR COST	ACTUAL CASH VALUE	OFFICE USE ONLY	
									QTY	
57	Dresses	605709			1-4 years		130 ⁰⁰	110.00		
46	Blouses	1169567			1-4		98 ⁰⁰	45.00		
92	Jeans	94460			1-year		52 ⁰⁰	47.00		
85	Sweaters	26610282			"		110 ⁰⁰	93.00		
56	Blue jeans	6172			"		60 ⁰⁰	36.00		
14	dress jeans	710947			1-4		64 ⁰⁰	56.00		
9	Silk blouse	30079			1-4		56 ⁰⁰	50.00		
6	straw pants	72298			1-4		48 ⁰⁰	38.00		
55	underware	40022			1-3		1750	72.50		
35	Bra's	33022			1-3		2550	82.00		
89	hose	16328312			1-3		1095	77.50		
116	socks	1374			1-3		750	87.00		
11	jackets	88000			1-4		100 ⁰⁰	61.00		
5	Coats	73539			1-4		139.79	69.15		
2	slips long	11763			1		18 ⁰⁰	36.00		
3	slips short	11763			1		18 ⁰⁰	54.00		
2	wool shorts (dress)	77098			1		68 ⁰⁰	136.00		
							34985.50			
							2099.13			

Section 817.234(2)(b), Florida Statutes, provides that "Any person who knowingly and with intent to injure, defraud or deceive any insurance company files a statement of claim containing false, incomplete or misleading information is guilty of a felony of third degree."

TOTALS:

3708463

INSURED'S SIGNATURE: [Signature] DATE: 10-1-95

INSURED'S SIGNATURE: _____ DATE: _____

INSURED'S STATEMENT OF CLAIM
(see reverse side for instructions)

Following is a full and complete statement of said loss in detail:

ITEM NO	COMPLETE DESCRIPTION OF PROPERTY COMPRISING CLAIM	MFR/BRAND NAME AND SERIAL/MODEL NUMBER	DOCUMENTATION	ORIGINAL COST OF PROPERTY	DATE OF PURCHASE (If gift or inheritance give date or age of item)	PLACE OF PURCHASE (Store and Location)	REPLACEMENT COST OF IDENTICAL ITEM AND/OR REPAIR COST	ACTUAL CASH VALUE	OFFICE USE ONLY
3	Reebok / Nike	—			1		74.99	224.72	
30	Bank Japs	1479			1-3		14.00	420.00	
1	Bathing suitcover	15219			1-3		40.00		
1	Dickie	1269			1-3		7.99		
2	Handkerchief	3790			1		11.99	3.72	
8	Sweatpants	214637			1		24.99	19.72	
8	Corduroy pants	C1883			1-3		66.00	528.00	
2	Overalls	6853			1		35.00	70.00	
2	uede skirts	724735			1-3		89.00	178.00	
1	Sea length journal	6407			1		217.00		
2	Hats	29079			1		36.00	72.00	
3	Flip Hats	2963			1		26.00	78.00	
10	Knit shirts	40212			7-4		39.00	390.00	
2	Panty Brief	9706			1		17.00	22.00	
25	Knee hi	V516			1		1.25	31.25	
7	Leggings	27514			1		12.00	87.00	
29	Button down shirts	39124			1-3		68.00	1972.00	
							4571.11		
							274.67		
							TOTALS:		
							\$ 4845.78		

Section 817.234(2)(b), Florida Statutes, provides that "Any person who knowingly and with intent to injure, defraud or deceive any insurance company files a statement of claim containing false, incomplete or misleading information is guilty of a felony of third degree."

INSURED'S SIGNATURE: [Signature]

DATE: 11-22-2008

INSURED'S SIGNATURE:

DATE:

INSURED'S STATEMENT OF CLAIM
(see reverse side for instructions)

Following is a full and complete statement of said loss in detail:

ITEM NO.	COMPLETE DESCRIPTION OF PROPERTY COMPRISING CLAIM	MFR/BRAND NAME AND SERIAL/MODEL NUMBER	DOCU-MENTATION	ORIGINAL COST OF PROPERTY	DATE OF PURCHASE (If gift or inheritance give date or age of item)	PLACE OF PURCHASE (Store and Location)	REPLACEMENT COST OF IDENTICAL ITEM AND/OR REPAIR COST	ACTUAL CASH VALUE	OFFICE USE ONLY		
									QTY		
3	halter style Bra	164			1-2		24 ⁰⁰	72. ⁰⁰			
4	night shirt	807138			1-2		26 ⁰⁰	104. ⁰⁰			
11	teddies	5839			1-2		30 ⁰⁰	330. ⁰⁰			
7	Bathing suit one pc	13110			1-3		95 ⁰⁰	665. ⁰⁰			
6	Bathing suit 2 pc	2460			"		68 ⁰⁰	408. ⁰⁰			
3	Chemise set	6601 1601			"		75 ⁰⁰	225. ⁰⁰			
4	Bedroom slippers	DF710			"		15 ⁰⁰	60. ⁰⁰			
20	dress shoes	Brand			"		105 ⁰⁰	2100. ⁰⁰			
4	tennis shoes 2952	Keds			"		34 ⁰⁰	136. ⁰⁰			
4	sweatshirts	68045			"		52 ⁰⁰	2,132. ⁰⁰			
6	sandals	Redwood			"		80 ⁰⁰	480. ⁰⁰			
4	gloves	5619			"		2999	119.96			
1	Leather Coat	6835			"		379 ⁰⁰				
1	Rabbit Coat	67211			"		249 ⁰⁰				
3	full length formal	62923			"		225 ⁰⁰	675. ⁰⁰			
5	joggng set	115520			"		59 ⁹⁹	299.95			
87	Belts	50078			"		12 ⁰⁰	1074. ⁰⁰			
							9,378.91				
							562.73				
TOTALS:											

Section 817.234(2)(b), Florida Statutes, provides that "Any person who knowingly and with intent to injure, defraud or deceive any insurance company files a statement of claim containing false, incomplete or misleading information is guilty of a felony of third degree."

INSURED'S SIGNATURE: [Signature]
INSURED'S SIGNATURE:

DATE: 10-2-76
DATE:

TOTALS: 9,941.64

INSURED'S STATEMENT OF CLAIM
(see reverse side for instructions)

Following is a full and complete statement of said loss in detail:

ITEM NO. QTY	COMPLETE DESCRIPTION OF PROPERTY COMPRISING CLAIM	MFR/BRAND NAME AND SERIAL/MODEL NUMBER	DOCUMENTATION	ORIGINAL COST OF PROPERTY	DATE OF PURCHASE (If gift or inheritance give date or age of item)	PLACE OF PURCHASE (Store and Location)	REPLACEMENT COST OF IDENTICAL ITEM AND/OR REPAIR COST	ACTUAL CASH VALUE	OFFICE USE ONLY	
6	Vest	70760			2		74.00	44.00		
2	Dress jackets	88116			2		114.00	228.00		
10	dress pants	498388			1-3		72.00	720.00		
7	shorts	3294			1-4		54.00	415.20		
4	skirts	17416			1-4		84.00	344.40		
2	aprons	—			1		7.99	15.98		
1	3pc suits	58963			1-3		158.00			
16	2pc suits	513285			1-3		160.00	2,560.00		
7	Body Control	6856			1-3		36.50	255.50		
2	tube top	74071			1-3		20.00	40.00		
6	house robes	77011			2		74.00	444.00		
3	granny gowns	952011			2		75.00	225.00		
9	negligee sets	57119			1		58.00	522.00		
7	Camitop pant set	0093504			2		26.00	182.00		
7	Camisole	22005			2		12.00	84.00		
3	gowns set	16754 17024			2		81.00	243.00		
11	gowns	952011			2		75.00	825.00		
							14,548.48	87291		

Section 817.28(2)(b), Florida Statutes, provides that "Any person who knowingly and with intent to injure, defraud or deceive any insurance company files a statement of claim containing false, incomplete or misleading information is guilty of a felony of third degree."

INSURED'S SIGNATURE: [Signature]
INSURED'S SIGNATURE:

DATE: 12-00
DATE:

TOTALS: 15,421.39

HHH HHH HHH III

T-SHIRT

HHH My clothes

4 (2)

HHH T-SHIRTS HHH HHH HHH (18)

SOFT SHIRTS

HHH HHH HHH HHH HHH

HHH HHH HHH III (18)

SHORT PANTS

...

HHH HHH HHH HHH (21)

... (4)

✓ DRESS SLACKS

... FOUND

HHH HHH II (12)

(1)

BLUE JEANS

... (14)

SILK (6)

HHH HHH HHH HHH (17)

HHH HHH HHH

HHH & I (6)

SWEATERS

... T-S

HHH (4)

HHH III (8)

... (76)

POLOS (6)

SUSPENDERS (5)

✓ DRESS SHIRTS (69)

... (7)

HHH HHH HHH HHH HHH HHH

SPORTS SHOES (4) ... (32)

DRESS SHIRTS (1) ... (2)

HHH HHH HHH HHH HHH HHH HHH HHH HHH

SHORTS HHH HHH HHH HHH (18)

COATS ... SWEATERS

DRESS SHIRTS (9)

(1) (1) HHH I (6)

HHH I (9)

... TACTIC ... UNDER SHIRTS

TALE CAP (6)

COAT ... (3)

HHH HHH HHH (15)

HHH I (6)

(1)

OUTER COATS (5)

✓ 1 Mary Kay ~~balancing~~ moisturizing lotion

✓ 1 Body lotion - after shower 18 oz

✓ 1 Salon Select hair spray

✓ 2 long line strapless bras

✓ 1 lg towel

✓ Victoria Secret ~~regal~~ bras IIII IIII IIII

✓ other bras IIII IIII IIII II

✓ Victoria Secret panties IIII IIII IIII III

✓ regular panties IIII IIII IIII IIII IIII IIII IIII II

✓ 1 long slip

✓ 4 lg bath towel

✓ 1 black half slip

✓ 2 pc skirt set

✓ 4 pc linen place mats

✓ 1 Granny gown floor length

✓ 1 teddy IIII II

✓ 1 black negligee

✓ 1 ~~body~~ see-thru negligee

✓ cami-top pant set

✓ 1 short negligee

✓ 1 camisole

✓ 1 camisole

✓ 1 negligee

✓ 1 gown

✓ 1 gown set

✓ 1 gown

✓ 2 pc pant set

✓ 1 gown IIII

✓ ball cap

✓ 1 white Val Mode chemise

✓ " " " matching robe

✓ 1 Wine chemise & matching robe set

✓ 1 full length white terry cloth bath robe

✓ 2 " " bridesmaids formals 1 blue 1 purple

✓ jogging set

✓ black satin formal w/white collar & matching long gloves

✓ 1 purple suedemini-skirt

✓ 1 tea length black formal

✓ 1 novelty crop + shirt

✓ panty hose ^{11 11 11 11 11 11 11 11 11 11 11 11} 82

✓ knee highs ^{11 11 11 11 11} 25

✓ 1 panty brief

✓ 1 pr tights (3.97)

* ✓ 2 pr. suspenders

✓ 3 tier metal basket rack

✓ bodysuit 11

✓ 1 black camisole

✓ 1 satin nightgown-short

✓ 1 satin teddy (white)

✓ 1 eyelet white sundress w/jacket

✓ 1 em. green/black satin camiset

✓ 1 see thru white med. length negligee (2 pc)

✓ 1 negligee pink long (2 pc)

✓ " " " (2 pc)

✓ 1 pr football cleats

✓ 1 toiletry bag w/ toiletry

✓ 1 jergens body shampoo & sponge

RONNIE L. KIMBLE
6318 LIBERTY RD.
JULIAN N.C. 27283
S.S. # 237-88-3044

INVOICE TO MARYLAND CAUSALITY
FOR THE CLAIM TED KIMBLE

ROOM AND BOARD WAS AGREED UPON FOR THE SUM OF
\$50.00 A DAY.

BEGINNING DATE OF OCTOBER 9TH 1995 UNTIL JULY 12TH
1996 BALANCE DUE IS \$13,390.00. ESTIMATED REPAIR TIME IS
ANOTHER 90 DAYS WHICH WOULD BE ANOTHER \$4,500.00
BRINGING THE BALANCE DUE TO \$17,890.00. PLEASE MAKE
CHECK PAYABLE TO RONNIE L. KIMBLE.

IF YOU HAVE ANY QUESTIONS CONCERNING THIS INVOICE I
CAN BE REACHED AT HOME (910)685-0705, OR BY MY PAGER
(910)316-9663. THANK YOU.

ATT.
MRS Linda LaFortaine
claim # 214 F 507840
policy # THO 45004579

R. L. Kimble 7-12-1999
R. L. KIMBLE

GUILFORD COUNTY SHERIFF DEPT.

INTERVIEW SHEET

NAME Jennifer Ellen Hall
 INTERVIEWED BY: Det. J.D. Church DATE 11-10-95 TIME 1145HR
 ADDRESS & PHONE 5404 Forrest Oaks Drive, P.S.O. 674-6017
 DOB 03-14-70 SEX F RACE W AGE 25 HEIGHT _____
 WEIGHT _____ EYES _____ HAIR _____ COMPLEXION _____ POB _____
 PRIOR ADDRESS _____
 NEXT OF KIN (address and phone) _____
 CHARGE _____ PRIOR CHARGES _____
 PLACE OF EMPLOYMENT Ronald Fields & Co. 107 E. Kessmer. 273-5111
 OL # _____ SS # 232-15-5661
 ASSOCIATES _____

INTERVIEW

I was friends with Ted and Patricia before they were
married and after, we went to the same church together
I talked to her at church on Sunday 08 OCT 95. We just
talked normally about how things were going.

Since Patricia died I have talked to Ted several times
It's all been about renting their house out on Brandon
Station Court and about him renting a house while
his house is being repaired.

Ted is living with his parents right now - and told
me he needed to be close to someone and didn't
want to rent an apartment or house away from his
family right now. Ted called me again this morn.

and asked me if we did have anything to rent, but said he would rather stay at his parents house right now.

I have worked here at Ronald Fields & Co. since 06 July 95. I was in property management for three years before that.

I never saw a argument between Ted and Patricia. I know Ted is after the insurance money and he has asked me how long I thought it would be before he would get any money. I told him there was no way they would pay until her murder was clear and he wasn't a suspect. Ted and his parents ~~and~~ ^{one} called me and wanted me to manage a rental agreement between them on Mr Kimbles house because the Kimbles were going on vacation and wanted to rent the house to Ted while they were gone. Ted called me last week and told me to hurry up with the lease agreement that he needed money for his mortgage payment at the seventh. I went by hyles and picked up the lease agreement that I had filled out and left for Ted to sign and sent it in.

I have since changed my mind and told Ted Wednesday night at church that I felt uncomfortable about the whole lease agreement and I thought it was insurance fraud and that I was not going to manage the property and that he needed to find someone else.

I talked to Ted's father at hyles and he said he didn't

X James E. No. 1 11/10/95

SIGNATURE OF PERSON GIVING STATEMENT

DATE

PAGE 2 OF 3

see any problem with renting his house to Ted, because he and his wife were going on vacation.

Ted said he would give me 10% of the lease money. He has told me this several times, but I ~~at~~ ^{at} the time I did not want any money, that I would do it to help Ted out, but I changed my mind and told Ted to get someone else.

~~THE SAC~~

Ted called me this morning 10 Nov 95 and told me that he had ~~made~~ ^{talked} with the insurance company today and they had agreed to pay \$40⁰⁰ a day for him to stay at his parents until his house was finished.

x Dennis E. Hall
SIGNATURE OF PERSON GIVING STATEMENT

11/10/95
DATE

USERID- H00756 OPTION- T

SCRATCH PAD
SEARCH DATE- _____

POLICY/CLAIM NO.
214 507840

DEL DATE USERID

COMMENTS

- 101295 040810

RECEIVED FILE 9:30AM

LOSS FACTS: INSD WIFE SHOT IN THE HOME AND KILLED
HOME THEN SET ON FIRE. SOME ITEMS ARE
MISSING IN THE HOME: JEWELRY, CD'S, TAPES

COVERAGE: VERIFIED PER CRT =2 SCREEN

HO3 4/91, HO290 \$250 DED

COV A: \$85,100

COV C: \$60,270

COV D: \$17,220

20008 FOR TWO PRIOR THEFT LOSSES

~~214E281131 4/5/93 \$6,340 PD~~

~~214E441128 2/7/95 \$4,548 PD~~

(LEFT MESS FOR GARY REILLY SIU TO REVIEW)

ATTEMPTED TO CONTACT INSD UPON RECEIPT OF FILE (9:30AM)

HOME # - LINE CONSTANTLY BUSY

CALLED BEEPER # - AND LEFT MY #

ATTEMPTED TO CONTACT INVESTIGATING DETECTIVE - LEFT

T=TOP B=BOTTOM U=UP N=NEXT PAGE UH=UP HALF NH=NXT HALF PG A=ADD D=DIARY R=RTN